



**CITY OF COOPER CITY  
CITY COMMISSION REGULAR MEETING**

Tuesday, April 30, 2024 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. Proclamation - Child Abuse Prevention Month
2. 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.*

### CONSENT AGENDA (Items 3-9)

#### Minutes

3. April 9, 2024 Regular Commission Meeting Minutes

#### Resolutions

4. **Resolution 24-10 (Community Development)**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE STATEWIDE MUTUAL AID AGREEMENT FOR THE REQUEST, PROVISION, AND RECEIPT OF INTERJURISIDIRECTIONAL MUTUAL ASSISTANCE AMONG THE POLITICAL SUBDIVISIONS WITHIN THE STATE EMERGENCY MANAGEMENT ACT, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

#### Motion to Approve

5. Motion to approve the Recommendation of Award of Contract to Miller Legg for the Parks and Recreation Master Plan. - **Parks & Recreation**

6. Motion to approve and authorize the job descriptions for the Finance, Administration and HR Departments, as well as the Public Works Superintendent and the Administrative Services Manager positions for the Public Works Department. – **Human Resources**
7. Motion to Approve Basketball, Volleyball and Pickleball Court Lighting Quotation Dated March 15, 2024, under Clay County Contract No. 18/19-2 for Various Equipment and Amenities for Parks and Playgrounds in the amount of \$170,000.00 - Musco Sports Light, LLC - **Public Works**
8. Motion to accept the Annual Comprehensive Financial Report (ACFR) as presented to the City Commission on April 9, 2024 - **Finance**
9. Motion to approve the FY 2025 Budget Calendar. - **Finance**

### **REGULAR AGENDA**

10. Motion to authorize Staff to prepare a draft ordinance pertaining to the implementation of a School Zone Automated Speed Detection System and to explore the procurement process necessary for the acquisition and installment of such a system. – **Mayor Ross**
11. Discussion and possible action on allowing Commercial vehicle parking in residential districts. – **Commissioner Mallozzi**
12. Motion to approve the Automated License Plate Reader & Equipment Expansion Program (ARPA) – **BSO Police**
13. Motion to approve and authorize a piggyback agreement from the Pasco County Agreement for IFB-SN-23-007, as needed Dual Check Valve Change Out Program Services, with National Metering Services, Inc. in the amount of \$577,500.00 for the replacement of the water meters and installation of new dual check valves. - **Utilities**
14. Optimist Club of Cooper City Review of the Tackle Football Program Suspension – **Parks & Recreation**

### **REGULAR RESOLUTIONS**

#### **15. Resolution 24-12 (Utilities)**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND ACCEPTING THE OWNERSHIP OF THE WATER AND SANITARY SEWER IMPROVEMENTS, DEDICATION OF THE WATER AND SANITARY SEWER EASEMENTS, REDUCTION OF THE PERFORMANCE BOND TO A ONE-YEAR MAINTENANCE BOND, ASSOCIATED WITH KINGFISHER RESERVE DEVELOPMENT PROJECT GENERALLY LOCATED AT 5700 SW 106<sup>th</sup> AVENUE, COOPER CITY, FLORIDA, 33328; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

### **ORDINANCES ON FIRST READING**

**16. Ordinance 24-07 (Administration)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE VI, "EMPLOYEE BENEFITS", DIVISION 2 "RETIREMENT PLAN", SECTION 2-158 "FIREFIGHTERS' PENSION PLAN" OF THE CITY OF COOPER CITY MUNICIPAL CODE OF ORDINANCES BY AMENDING ARTICLE XII, "COMPLIANCE WITH THE INTERNAL REVENUE CODE", TO PROVIDE FOR COMPLIANCE WITH SECURE 2.0 ACT; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

**17. Ordinance 24-08 (Administration)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY OF COOPER CITY'S FIREFIGHTERS RETIREMENT PLAN CODIFIED IN CHAPTER 2 "ADMINISTRATION" OF THE COOPER CITY MUNICIPAL CODE OF ORDINANCES TO COMPLY WITH CHAPTER 2019-21, LAWS OF FLORIDA; BY AMENDING ARTICLE IX, DISABILITY, AND ARTICLE XI, DEATH BENEFITS, OF SECTION 2-158; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**18. Ordinance 24-10 (Finance/Utilities)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 23-21, 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**

**19.** General Employees Pension Plan Appointment

**CITY ATTORNEY REPORT****POLICE CHIEF'S REPORT**

**20.** Police Chief's Report

**FIRE CHIEF'S REPORT**

**21.** 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](http://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.

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### 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.

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Office of the City Commission

**Proclamation**

**WHEREAS**, Florida's bright future depends on the healthy development of its children; and

**WHEREAS**, adverse childhood experiences, including the abuse and neglect of children, can cause severe and costly consequences for children, families and society as a whole; and

**WHEREAS**, every child has a right to a safe, healthy and happy childhood where they are educationally and developmentally on track; and

**WHEREAS**, research shows that parents and caregivers who have support systems and know how to seek help in times of trouble are more resilient and better able to provide safe environments and nurturing experiences for their children; and

**WHEREAS**, it is vital that individuals, businesses, schools and community organizations make children a top priority and take action to support the physical, social, emotional and educational development and competency of all children; and

**WHEREAS**, during the month of April, Prevent Child Abuse Florida, in collaboration with the Florida Department of Children and Families and the Ounce of Prevention Fund of Florida, implements Pinwheels for Prevention; and

**WHEREAS**, Pinwheels for Prevention is a statewide coordinated campaign aimed to increase awareness of child abuse prevention efforts by encouraging healthy child development, positive parenting practices and community support; and

**WHEREAS**, the blue and silver pinwheel displays in this campaign symbolize the health and happiness all children deserve; and

**WHEREAS**, Child Abuse Prevention Month is an important opportunity to urge all Floridians to engage in activities that strengthen families and communities, and that provide the optimal environment for healthy child development.

**NOW, THEREFORE, I, GREG ROSS**, Mayor of the City of Cooper City, Broward County, Florida, and the City Commission, do extend my support to all observing April 2024 as ***Child Abuse Prevention Month***.

**IN 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 30<sup>th</sup> day of April 2024.

GREG ROSS  
Mayor, City of Cooper City



## CITY COMMISSION STAFF REPORT

**DEPARTMENT:** Commission

**DATE:** April 30, 2024

**SUBJECT:** Pet Adoption – Commissioner Mallozzi

**BACKGROUND OF ITEM:**

Commissioner Mallozzi presents a pet available for adoption at each regular City Commission Meeting.



**CITY OF COOPER CITY**  
**CITY COMMISSION REGULAR MEETING**  
Tuesday, April 09, 2024 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 Cooper City Ambassador Briana Perez led the assembly in the Pledge of Allegiance.

### ROLL CALL

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

### DECORUM - Jacob Horowitz, City Attorney

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

### PROCLAMATIONS/PRESENTATIONS

1. Proclamation - Muslim American Heritage Month - **Mayor Ross**

A proclamation declaring the month of April Muslim American Heritage Month was presented to Samira Seid and her family.

2. Proclamation - Relay for Life

3. Pet Adoption - **Commissioner Mallozzi**

Commissioner Mallozzi advised Trooper an 8-year-old dog is available for adoption by contacting the Humane Society of Broward County at [www.humanebroward.com](http://www.humanebroward.com) or 954-989-3977 Ext 6.

4. Presentation of FY 23 Audit Report- **Keefe McCullough**

Stephen Emery from Keefe McCullough presented the annual comprehensive financial report for the City of Cooper City. For the year 2022 the City received a Certificate of Excellence and Financial Reporting from the GFOA. After reviewing the year ending September 30, 2023 they believe the City will receive the prestigious award again. The audit was conducted in accordance with the Government Auditing Standards as required. The compliance report covers the internal controls and compliance with grants and laws. That report was fully clean and did not note any noncompliance issues. The single

audit that was required due to the ARPA funds was a clean report as well with no issues detected. Budgetary compliance and pension plan activities were also looked into with no issues reported. GASB 96 was a new standard implemented in the City and the City did a great job implementing the standard. There were no difficulties encountered while conducting the audit with staff or management.

Commissioner Shrouder asked when the report will be sent to the Commission. City Manager Eggleston said a hard copy will be bound and given to the Commission tomorrow. Commissioner Shrouder asked how they can ask questions about a report they have not been given.

Mayor Ross asked that the report be placed on the next agenda for the Commission to review for approval.

Commissioner Shrouder asked if there were any findings. Mr. Emery answered no.

Commissioner Shrouder would like the report to be available when the presentation is given.

Commissioner Katzman asked about the single audit on the ARPA funds. Mr. Emery said they only audited the expended amount of ARPA funds.

Commissioner Green asked again if there were any findings. Mr. Emery said the report will be sent to the GFOA and if it passes it will receive the award again for 2023. Commissioner Green thanked CFO Williams and the Finance Department.

Commissioner Mallozzi said the presentation tonight is a waste of time as they do not have the report to reference.

Mr. Emery would like to issue the financial statements so it can be sent to the GFOA as soon as possible.

City Attorney Horowitz does not recall this Commission historically adopting the audit formally. Most Commission's in his experience do not take formal action to accept the findings and conclusions in the annual audit.

CFO Williams said staff used the software called Gravity that needed a major overhaul and the final changes were made at 10:00 AM this morning and that is the only reason the report was not included.

Commissioner Shrouder is happy the report is presented on time this year.

Commissioner Green asked if the City has been in violation of the law as it pertains to their report in years past and if so has there been any corrective action from the State. City Attorney Horowitz said there was a period of years when the City was late in submitting its annual audit. He is not aware of the City receiving any correspondence from Tallahassee.

Commissioner Shrouder said there is a list that is released. City Attorney Horowitz confirmed a list is released.

## **PUBLIC SPEAKING**

### **Open Public Meeting/Agenda Concerns –**



Andrew Gross, 5010 Regency Isles Way spoke on the repurchase of water meters and how he contacted Miami Dade as they have had meters installed for years with no issues. He does not want this issue to repeat again.

Lori Green, thanked the Commission and the consultants for the speed calming device proposed on tonight's agenda for Hiatus Road.

### **BOARD/ADMINISTRATIVE REPORTS**

#### 5. Appointments to City Boards

City Clerk Tedra Allen advised Commissioner Shrouder is appointing Tammy Pahl to the Recreation Advisory Board.

### **CONSENT AGENDA**

#### **Minutes**

#### 6. March 12, 2024 Regular Commission Meeting Minutes

#### **Motion to Approve**

7. Motion to approve and authorize the award of Bid No. ITB 2024-1-UTL, Sludge Disposal Services, to the lowest, responsive and responsible bidder, Synagro South, LLC, to remove, transport, and properly dispose of Class B Wastewater Biosolids (sludge), from Wastewater Treatment Plant, and to enter into an agreement at a rate not to exceed \$37.50 per Cubic Yard. - **Utilities**
8. Motion to approve and authorize the award of Bid No. ITB 2023-05-UTL, Effluent Pump #3 Replacement, to the lowest, responsive, and responsible bidder, GlobalTech, Inc., and to enter into an agreement in the amount not to exceed \$770,900.00 and a separate project contingency in the amount of \$77,000.00, representing approximately 10% of the contract price. - **Utilities**
9. Motion to approve the renewal of the Agreement with Witt O'Briens LLC for Managing Federal Assistance Programs - **Finance**
10. Motion to approve and authorize a piggyback agreement between the City of Parkland and RSC INSURANCE BROKERAGE, INC. d/b/a GEHRING GROUP for Insurance brokerage services that will run concurrently with the City of Parkland's agreement. – **Human Resources**
11. Motion to approve and authorize the issuance of a purchase order to Miller Pipeline, LLC., for the Flamingo Gardens water service line replacement, utilizing the previously executed piggyback agreement between the City and the contractor from the City of Ocala contract CIP/220762, in the amount not to exceed \$322,715.00. - **Utilities**
12. Motion to approve and authorize the job descriptions for the Community Development Department and the Buyer position for the Finance Department. – **Human Resources**

Commissioner Shrouder pulled items 8, 9, 11 and 12. Commissioner Mallozzi pulled item 7.

**MOTION:** Commissioner Katzman moved to approve consent agenda with the exception of items 7, 8, 9, 11 and 12. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote. (5-0)

**7. Motion to approve and authorize the award of Bid No. ITB 2024-1-UTL, Sludge Disposal Services, to the lowest, responsive and responsible bidder, Synagro South, LLC, to remove, transport, and properly dispose of Class B Wastewater Biosolids (sludge), from Wastewater Treatment Plant, and to enter into an agreement at a rate not to exceed \$37.50 per Cubic Yard. – Utilities**

Commissioner Mallozzi has concerns with the price differences.

Interim Utilities Director Hamid Nikvan said staff anticipated price increases and does not expect issues.

**MOTION:** Commissioner Mallozzi moved to approve and authorize the award of Bid No. ITB 2024-1-UTL, Sludge Disposal Services, to the lowest, responsive and responsible bidder, Synagro South, LLC, to remove, transport, and properly dispose of Class B Wastewater Biosolids (sludge), from Wastewater Treatment Plant, and to enter into an agreement at a rate not to exceed \$37.50 per Cubic Yard. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote. (5-0)

**8. Motion to approve and authorize the award of Bid No. ITB 2023-05-UTL, Effluent Pump #3 Replacement, to the lowest, responsive, and responsible bidder, GlobalTech, Inc., and to enter into an agreement in the amount not to exceed \$770,900.00 and a separate project contingency in the amount of \$77,000.00, representing approximately 10% of the contract price. – Utilities**

Commissioner Shrouder does not want to include contingency. He believes the contractor should work within the amount in the agreement. Interim Director Nikvan said the contingency will not be released on the purchase order it will remain in the budget line for unforeseen changes. Commissioner Shrouder said this may look like funds are available for additional needs.

Mayor Ross said telling the contractor a contingency amount is available is similar to showing your hand in a poker game. Interim Director Nikvan said this is common practice in the department.

Commissioner Shrouder said there was a change to the code to allow staff to approve certain change orders.

**MOTION:** Commissioner Shrouder moved approve and authorize the award of Bid No. ITB 2023-05-UTL, Effluent Pump #3 Replacement, to the lowest, responsive, and responsible bidder, GlobalTech, Inc., and to enter into an agreement in the amount not to exceed \$770,900.00 with no contingency amount. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote. (5-0)

**9. Motion to approve the renewal of the Agreement with Witt O'Briens LLC for Managing Federal Assistance Programs – Finance**

Commissioner Shrouder said the Exhibit A referenced was not included. City Manager Eggleston said his understanding is that the prices in the original agreement will remain in full force.

City Attorney Horowitz said Section 7 of the amendment provides that “the original agreement with the exception of the amendment set forth in the First Amendment remains in full force.” In effect all the pricing should not change under the first amendment.

**MOTION:** Commissioner Shrouder moved approve the renewal of the Agreement with Witt O'Briens LLC for Managing Federal Assistance Programs. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote. (5-0)

**11. Motion to approve and authorize the issuance of a purchase order to Miller Pipeline, LLC., for the Flamingo Gardens water service line replacement, utilizing the previously executed piggyback agreement between the City and the contractor from the City of Ocala contract CIP/220762, in the amount not to exceed \$322,715.00. – Utilities**

Commissioner Shrouder said the scope is not clearly defined. He would be okay with approving the item subject to staff supplementing the scope of services.

**MOTION:** Commissioner Shrouder moved to approve and authorize the issuance of a purchase order to Miller Pipeline, LLC., for the Flamingo Gardens water service line replacement, utilizing the previously executed piggyback agreement between the City and the contractor from the City of Ocala contract CIP/220762, in the amount not to exceed \$322,715.00 subject to staff supplementing the scope of services. Commissioner Katzman seconded the motion which prevailed by a unanimous roll call vote. (5-0)

**12. Motion to approve and authorize the job descriptions for the Community Development Department and the Buyer position for the Finance Department. – Human Resources**

Commissioner Shrouder said the job description for the Assistant Community Development Director states “additional qualifying experience or completion of coursework at an accredited college or university in a job related field may substitute on a year for year basis for the required experience or education.” All other positions state “on a year for year basis for up to one year.” Community Development Director Carlos Vega told him this was a typo and needs corrected.

Commissioner Katzman said the job description for the Administrative Specialist for Community Development states under qualifications “two to three years of experience”. He recommends the language “a minimum of two years’ experience.”

Commissioner Mallozzi said the first bullet point in the job description for the Administrative Coordinator for Community Development the word “annual” needs revised to “annually.”

**MOTION:** Commissioner Katzman moved to approve and authorize the job descriptions for the Community Development Department and the Buyer position for the Finance Department with fixing the typo in the Assistant Community Development Director description, using the language a minimum of two years’ experience for the Administrative Specialist position and revising the first bullet point from the word annual to annually for the description of Administrative Coordinator for Community Development Commissioner Shrouder seconded the motion which prevailed by a unanimous roll call vote. (5-0)

**REGULAR AGENDA****13. Discussion and possible action to direct the City Manager to send a letter to the Broward County Administrator and CC all County Commissioners encouraging them to place left turn signals at the North/South lights on Stirling Road and SW 106 Ave/Embassy Drive North. – Commissioner Katzman**

Commissioner Katzman said this has been a concern addressed continuously. When the issue is addressed with County Officials they state they need the City to establish the need. He believes it is important for the City to have a cohesive voice.

Commissioner Mallozzi said she sent a letter to FDOT in reference to this exact item. She thought this would help the issue. They told her FDOT is the agency handling this issue.

Commissioner Shrouder said this street is not within the County's ownership.

Commissioner Katzman would like to include a FDOT and MPO contact with the submittal of the letter.

Mayor Ross said they were told a traffic study was needed and they have completed two and the County responded they were not sufficient. He believes the letter will help as it will go to more representatives.

**MOTION:** Commissioner Katzman moved to direct the City Manager to send a letter to the Broward County Administrator and CC all County Commissioners encouraging them to place left turn signals at the North/South lights on Stirling Road and SW 106 Ave/Embassy Drive North. Commissioner Mallozzi seconded the motion which prevailed by a unanimous roll call vote. (5-0)

**14. Motion to Approve the Execution of The Corradino Group, Inc. Task Work Order for a Traffic Operational Analysis and the Preparation of Plans and Permitting for Construction of a Roundabout at the Hiatus Road and NE Lake Boulevard Intersection in the amount of \$149,750.00 - The Corradino Group, Inc. - Public Works**

Commissioner Shrouder said Rock Creek and Embassy support the item and he wants to move forward.

Commissioner Katzman said Rock Creek and Embassy support the item and a traffic light at this location has been denied by the County and FDOT. This is the planning stage and he supports the item.

Commissioner Mallozzi supports the item. She has heard some residents express concerns as people need to use the stop signs. But she believes this will be affective and safer for the communities.

Mayor Ross said he supports this item and has personally advocated for this item in Tallahassee.

**MOTION:** Commissioner Shrouder moved to approve the Execution of The Corradino Group, Inc. Task Work Order for a Traffic Operational Analysis and the Preparation of Plans and Permitting for Construction of a Roundabout at the Hiatus Road and NE Lake Boulevard Intersection in the amount of \$149,750.00. Commissioner Katzman seconded the motion which prevailed by a unanimous roll call vote. (5-0)

**15. Discussion and possible action on Updating the Investment Policy, Changing the Bank Operating Account and Transferring funds to institutions providing higher rates of return. – Finance**

CFO Williams said currently the City uses Bank of America. With Bank of America you need to keep a minimum balance on hand enough to set off analysis fees. In the month of January, Bank of America kept the interest accumulated on the account. He in turn spoke to other banks to see where we could receive a greater rate of return. City National Bank would yield a return of \$56,482.24 based on an interest rate of 5.05%. TD Bank would yield a return of \$56,365. City National Bank would also send a guard once a week to pick up funds from the City.

Mayor Ross asked why Bank of America refused to tender our funds. CFO Williams said he contacted them with no response.

Commissioner Shrouder wants to see the proposals that were presented to the City. He also said the presentation is not in the backup.

Commissioner Shrouder said with regard to the investment policy the language states the following qualified institutions but he does not see the list of institutions. CFO Williams said he added the language qualified public depository accounts which is probably the safest investment the City can have. He also changed the maturities from 10 years to five. Commissioner Shrouder would like all the and / or's removed. He would like to change the bank account to yield the earnings.

**MOTION:** Commissioner Shrouder moved to approve the Updating the Investment Policy with the removal of the and/or's and the reference to the following institutions. Mayor Ross seconded the motion which prevailed by a unanimous roll call vote. (5-0)

CFO Williams said he also wanted to inform the Commission of the change in banks which does not require a vote.

**16. Motion to approve and authorize a piggyback agreement from the Broward County Contract No. IND2122200B2, Water Meters and Repair Parts with Consolidated Pipe & Supply Company, Inc., in the amount of \$359,362.00 for the purchase of Zenner Water Meters. – Utilities**

Commissioner Mallozzi does not support the item. She spoke to several individuals in Miami Dade County and other municipalities. This is the third time we have had to replace the water meters. She is not comfortable with the company recommended. The meters themselves do not have a good reputation and are high priced. The guarantee and turnaround time is also not great. The individual she spoke to in Miami Dade County can test our meters for us free of charge. The company Badger has been around 110 years and the meters are a dollar less than what is proposed. She also spoke to individuals in Punta Gorda who had many issues with this proposed company. She did not send the information she received today as it was last minute and she was ill the previous week. She has news articles from Punta Gorda regarding water meter issues. Commissioner Mallozzi would like this item tabled until Utilities can contact the individuals she spoke to.

Interim Utilities Director Nikvan said staff did their due diligence and spoke to the individual mentioned who agreed with the concept they are moving towards. Staff contacted all of the companies who can

provide the service. He spoke to Badger and they are a dollar less but they do not have an active contract we can piggyback.

Mayor Ross asked Interim Utilities Director Nikvan if he comfortable with the due diligence he has done. Interim Utilities Director Nikvan answered yes, there are better brands out there but they are well over \$100. Mayor Ross asked Interim Utilities Director Nikvan if he feels deferring this item would be in the best interest of the City. Interim Utilities Director Nikvan said a solicitation will take time and more revenue will be lost. Mayor Ross asked Interim Utilities Director Nikvan if he is comfortable with his recommendation. Interim Utilities Director Nikvan answered yes.

Commissioner Shrouder asked where in the piggyback agreement the \$65.00 meter is listed. Interim Utilities Director Nikvan said there is an additional discount of 20%. Commissioner Shrouder said he agrees with Commissioner Mallozzi but is also more comfortable that Interim Utilities Director Nikvan reached out to the gentleman in Miami Dade. The product does not seem to be the end all be all product. It seems like a temporary product. Commissioner Shrouder will support the item based on the staff recommendation however, this should not be a permanent solution.

Commissioner Katzman said while he does have concerns based on today's conversations he also understands we are losing revenue every day. He asked City Manager Eggleston if he feels comfortable in the investment. City Manager Eggleston said to Interim Utilities Director Nikvan point neither company is new. Interim Utilities Director Nikvan said while this is not the best product on the market it is the best option available to us currently. City Manager Eggleston said Broward County has used the meters for years however, if there is a desire for additional information they can do that.

Commissioner Mallozzi said Broward County uses the electronic meters. Four times it was mentioned these meters are not the best. They are going to throw good money after bad. The individual she spoke to in Punta Gorda said they have not had issues with Badger meters. Zenner has had many issues.

Commissioner Shrouder asked if we can buy a limited number of meters to see if they are a fit.

Commissioner Mallozzi said we cannot change out all non-working meters within days. It will take time to install hundreds of meters.

Commissioner Shrouder would like to approve the item with an amount the Utilities Department can install quickly and monitor. Interim Utilities Director Nikvan does not believes mixing brands will be efficient.

Commissioner Mallozzi asked how many different meters we have currently. Interim Utilities Director Nikvan answered three. Commissioner Mallozzi said we already have three types of meters so buying 100 more of one brand while we look into other resources and monitor those should be efficient. Interim Utilities Director Nikvan said any brand we install as a manual meter can be read. There is also other details tied to the replacements including routing to the billing department. The implementation is a large process. Interim Utilities Director Nikvan said Badger does not have an active contract the City can use currently. The item would need to be procured.

**MOTION:** Commissioner Mallozzi moved to approve and authorize a piggyback agreement from the Broward County Contract No. IND2122200B2, Water Meters and Repair Parts with Consolidated Pipe & Supply Company, Inc., in the amount of \$359,362.00 for the purchase of Zenner Water Meters. Mayor Ross seconded the motion which prevailed by the following roll call vote. (3-1) *Commissioner Green was not present on the dais.*

NO: Commissioner Mallozzi

YES: Commissioners Katzman, Shrouder and Mayor Ross

**17. Motion to approve the purchase of Watts Dual Check Valves from Ferguson Waterworks, in the amount of \$246,345.00, using the NIGP SEFL Cooperative Contract No. ITB #2018-19/12, Water Meter Fittings and Water Line Accessories. – Utilities**

Commissioner Shrouder asked Interim Utilities Director Nikvan why he is recommending the product. Interim Utilities Director Nikvan said this is a co-op contract.

Mayor Ross asked if this is budgeted. Interim Utilities Director Nikvan said a budget transfer notification will be read later in the meeting regarding the item.

**MOTION:** Commissioner Katzman moved to approve the purchase of Watts Dual Check Valves from Ferguson Waterworks, in the amount of \$246,345.00, using the NIGP SEFL Cooperative Contract No. ITB #2018-19/12, Water Meter Fittings and Water Line Accessories. Mayor Ross seconded the motion which prevailed by a unanimous roll call vote. (4-0) *Commissioner Green was not present on the dais.*

**18. Motion to appoint a Director, Alternate, and Second Alternate to the Broward League of Cities Board of Directors.**

**MOTION:** Mayor Ross moved to appoint Commissioner Katzman as Director, Commissioner Shrouder as Alternate and Commissioner Mallozzi as second alternate to the Broward League of Cities Board of Directors. Commissioner Shrouder seconded the motion which prevailed by a unanimous roll call vote. (4-0) *Commissioner Green was not present on the dais.*

**REGULAR RESOLUTIONS**

**19. Resolution 24-06 (Community Development)**

City Attorney Horowitz read “A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE YEAR 49 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION FOR THE SENIOR TRANSPORTATION, MINOR HOME REPAIR AND PURCHASE ASSISTANCE PROGRAMS, ATTACHED HERETO AS EXHIBIT “A” AND INCORPORATED HEREIN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE” by title.

**MOTION:** Commissioner Shrouder moved to approve Resolution 24-06. Commissioner Mallozzi seconded the motion which prevailed by a unanimous roll call vote. (4-0) *Commissioner Green was not present on the dais.*

**20. Resolution 24-07 - (Public Works)**

City Attorney Horowitz read “A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE AGREEMENT BETWEEN FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF COOPER CITY FOR STATE-FUNDED GRANT AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF HIATUS ROAD TRAFFIC SAFETY IMPROVEMENTS; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE” by title.

**MOTION:** Commissioner Shrouder moved to approve Resolution 24-07. Commissioner Katzman seconded the motion which prevailed by a unanimous roll call vote. (4-0) *Commissioner Green was not present on the dais.*

**21. Resolution 24-08 (Commission)**

City Attorney Horowitz read “A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, RENAMING FLAMINGO PARK IN COOPER CITY AS “MICHAEL D. RIORDAN ‘CITY MIKE’ PARK” IN ACCORDANCE WITH SECTION 2-8 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.

City Attorney Horowitz said item 23 provides for a reduction of the waiting period from 90 days to 30 days. The 90 day waiting period remains in effect until that ordinance is adopted. This would require a unanimous vote to the extent the Commission wanted to move forward this evening.

Commissioner Shrouder asked the specific name of the park.

Mayor Ross said if the name is listed as Michael D. Riordan Park with a second line reading City Mike Park it should be efficient.

**MOTION:** Commissioner Mallozzi moved to approve Resolution 24-08. Commissioner Shrouder seconded the motion which prevailed by a unanimous roll call vote. (4-0) *Commissioner Green was not present on the dais.*

**22. Resolution 24-09 - (Utilities)**

City Attorney Horowitz read “A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING SCHEDULE (D) OF ORDINANCE NO. 85-10-1, AS AMENDED, RELATING TO BACKFLOW PREVENTER TESTING CHARGES WITHIN THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE” by title.

Mayor Ross wanted to confirm this is just a pass-through. City Manager Eggleston answered yes.

**MOTION:** Commissioner Katzman moved to approve Resolution 24-09. Commissioner Mallozzi seconded the motion which prevailed by a unanimous roll call vote. (4-0) *Commissioner Green was not present on the dais.*

**ORDINANCES ON FIRST READING****23. Ordinance 24-05 (Administration)**



City Attorney Horowitz read “AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 2 OF THE CITY’S CODE OF ORDINANCES, ENTITLED “ADMINISTRATION;” AMENDING ARTICLE I, ENTITLED “IN GENERAL,” BY SPECIFICALLY AMENDING SECTION 2-8, ENTITLED “NAMING AND RECOGNITION PROCEDURES;” PROVIDING FOR A REDUCTION IN THE WAITING PERIOD FOR NAMING PROPERTY, BUILDINGS, STRUCTURES AND FACILITIES IN THE CITY AFTER PEOPLE WHO HAVE DIED FROM NINETY (90) DAYS TO THIRTY (30) DAYS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE” by title.

Commissioner Shrouder would like to leave the 90 waiting period.

Mayor Ross agrees that the 90 day waiting period should remain in effect.

**MOTION:** Commissioner Mallozzi moved to approve Ordinance 24-05. Commissioner Katzman seconded the motion which failed by the following roll call vote. (2-2) *Commissioner Green was not present on the dais.*

YES: Commissioners Mallozzi and Katzman

NO: Commissioner Shrouder and Mayor Ross

#### 24. **Ordinance 24-06 (Finance)**

City Attorney Horowitz read “AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 23-21, ADOPTED ON SEPTEMBER 26, 2023; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY BY ESTABLISHING A SOLID WASTE ENTERPRISE FUND, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE” by title.

Mayor Ross supports the item as the money saved with the new contract can be added to the enterprise fund to attend to other needs in the future.

Commissioner Mallozzi would like to lower the resident’s rate even lower.

Commissioner Shrouder asked City Attorney Horowitz if there will be a change to restrictions on the money. City Attorney Horowitz said this money is not currently in the General Fund. It will be added to the General Fund to a specific fund for this purpose. City Manager Eggleston said the money is not currently in the budget at all. Commissioner Shrouder said currently this contract is not flowing through the budget at all. This is not increasing expenditures just recognizing expenditures.

Commissioner Mallozzi said she would rather have a lower rate for the residents.

**MOTION:** Mayor Ross moved to approve Ordinance 24-06. Commissioner Katzman seconded the motion which prevailed by a unanimous roll call vote. (3-1) *Commissioner Green was not present on the dais.*

NO: Commissioner Mallozzi

YES: Commissioners Katzman, Shrouder and Mayor Ross

#### 25. **Ordinance 24-07 (Administration)**

City Attorney Horowitz read "AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE VI, "EMPLOYEE BENEFITS", DIVISION 2 "RETIREMENT PLAN", SECTION 2-158 "FIREFIGHTERS' PENSION PLAN" OF THE CITY OF COOPER CITY MUNICIPAL CODE OF ORDINANCES BY AMENDING ARTICLE XII, "COMPLIANCE WITH THE INTERNAL REVENUE CODE", TO PROVIDE FOR COMPLIANCE WITH SECURE 2.0 ACT; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE" by title.

Commissioner Shrouder moved to deny Ordinance 24-07. No second the motion died.

Commissioner Shrouder does not agree that there is no actuarial impact. If we have no active members in the plan we should not have to change the code.

Mayor Ross asked to confirm that there are no members in the plan currently. Pedro Herrera from Sugarman, Susskind, Braswell and Herrera answered yes, there are firefighters in the plan. Mayor Ross asked Mr. Herrera to name them. Mr. Herrera cannot name them off the top of his head. Mayor Ross asked if there are active members in the plan. Mr. Herrera answered no.

Mayor Ross asked why he would change the plan if there are no active members in the plan. Mr. Herrera answered it is legally required to do so. The amendments are tied to State requirements.

Commissioner Shrouder said it was stated before that there would be no actuarial impact to unlimited drop and that was not accurate.

Mayor Ross asked the ramifications of not passing the ordinance. Mr. Herrera said potentially losing tax qualifications.

Mr. Herrera said the change is to address compliance with the internal revenue code.

Commissioner Katzman asked City Attorney Horowitz if this item needs passed to address state statute. City Attorney Horowitz said he will consult with the City's pension council and he can do that between first and second reading or by bringing the item back again for first reading.

Mayor Ross said BSO should be present as well as this involves them.

**MOTION:** Commissioner Shrouder moved to defer Ordinance 24-07 to the April 30, 2024 Commission Meeting. Mayor Ross seconded the motion which prevailed by a unanimous roll call vote. (4-0)

## 26. Ordinance 24-08 (Administration)

City Attorney Horowitz read "AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY OF COOPER CITY'S FIREFIGHTERS RETIREMENT PLAN CODIFIED IN CHAPTER 2 "ADMINISTRATION" OF THE COOPER CITY MUNICIPAL CODE OF ORDINANCES TO COMPLY WITH CHAPTER 2019-21, LAWS OF FLORIDA; BY AMENDING ARTICLE IX, DISABILITY, AND ARTICLE XI, DEATH BENEFITS, OF SECTION 2-158; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Herrera said this item is pursuant to state law passed two years ago and will bring the plan into compliance.

**MOTION:** Commissioner Mallozzi moved to table Ordinance 24-08 to the April 30, 2024 Commission Meeting. Commissioner Katzman seconded the motion which prevailed by a unanimous roll call vote. (4-0)

### **ORDINANCES ON SECOND READING (Public Hearing)**

#### **27. Ordinance 24-02 (Administration)**

City Attorney Horowitz read "AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 2023-21, 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" by title.

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

**MOTION:** Commissioner Shrouder moved to approve Ordinance 24-02. Commissioner Katzman seconded the motion which prevailed by a unanimous roll call vote. (4-0)

### **CITY MANAGER REPORT**

28. Budget Transfer Notification - BSO Vehicle Purchase
29. Budget Transfer Notification - Re-roof Chlorine Building
30. Budget Transfer Notification - Diesel Fuel Day Tank
31. Budget Transfer Notification - Water Meter Replacement
32. Budget Transfer Notification - Flamingo Service Line

City Manager Eggleston said all the budget transfer notifications were listed in the backup several of which were related to items acted on tonight.

Commissioner Shrouder said items 29 and 30 both mentioned they were contracts issued but revoked. He asked if money was issued to those vendors. Interim Utilities Director Nikvan said the purchase orders were issued last year and the contractor advised them they did not have enough resources. That purchase order was closed and this year three proposals were received under \$ 20,000 and this was the lowest bidder.

### **CITY ATTORNEY REPORT**

City Attorney Horowitz said last week he forwarded the Commission a copy of a complaint that was filed on behalf of the City in the South Carolina Charleston division in Federal Court. This relates to the PFAS litigation. He will update the Commission as those matters move through the court system. His firm has been doing some preliminary research as it relates to potential recovery with regards to Muller, the manufacturer of our existing water meters, as well as potentially Ferguson, who was the distributor. Given the amount in controversy and the diversity jurisdiction between the City and the

Manufacturing Company there may be some opportunity to look at some Federal claims as well. With the permission of the Mayor and Commission he would potentially like to engage outside council to help look at some of those issues, particularly on the Federal side. They would certainly look to engage somebody at a similar governmental rate and certainly not double bill for any of the work.

**MOTION:** Commissioner Katzman moved to approve the City Attorney's Office to engage in outside council to look at federal claims in relation to the water meter recovery. Commissioner Shrouder seconded the motion which prevailed by a unanimous roll call vote. (4-0)

City Attorney Horowitz said on April 18<sup>th</sup> an Ethics Training will be held in the City Hall Auditorium.

### **POLICE CHIEF'S REPORT**

#### 33. Police Chief's Report

Captain De Giovanni said April marks one year the Real Time Crime Center has been in operation. To this date there have been 144 cases the Real Time Crime Center has helped to further an investigation or make an arrest. The Real Time Crime Center since its launch has made 44 actual arrests and forwarded 45 cases of active intelligence to our criminal investigations in the City. He alongside the City Manager will be bringing an item to the Commission in the next month or so to expand the program. The Crime Suppression Team has concluded a significant investigation involving several targets moving significant amounts of narcotics in and through the City. They were able to not only make an arrest but recover through a search warrant about \$115,000 in cash tied to the crime with search warrants pending for bank accounts. There are 14 entities that have applied to our STARS Grant Program. He thanked the Commission and all who attended the breakfast Tip-A-Cop event that raised \$1,400 for the Special Olympics. The Shred-a-Thon was a success despite the weather and serviced 268 vehicles. He wished all our Muslim residents a happy Ramadan and stated staff has communicated with the Temple and Chabad ahead of Passover. On April 23, 2024 at 6:00 PM District 16 will host a Mystery Dinner for autistic children ages 9-14. Email Ashley Barcena to reserve a spot.

Commissioner Shrouder asked if the County would take some of the seizure funds recovered. Captain De Giovanni said they will do a forfeiture on all the funds and there is a potential that a sharing will be had with major narks. Commissioner Shrouder asked about revising the parking ordinances involving citing the properties. Captain De Giovanni said they have worked very diligently with the City Attorney's Office on revising that entire section to not just deal with swale parking, but also looking at the commercial vehicle aspect.

### **FIRE CHIEF'S REPORT**

#### 34. Fire Chief's Report

Chief Harrington advised the fire hydrants in front of City Hall, Community Center and Memorial Park have all been painted white and are ready for the Teen Council to place their designs. Dr. Fine from NOVA University finished her presentation of all three shift of Station 28 and will do a presentation for the adult program on June 5<sup>th</sup>. The BSO Life Safety Educators attended the Car Fit for seniors providing a safe driving experience alongside BSO Police. House and ground water testing will be held this week at Station 28 this test is done annually. On April 25<sup>th</sup> there will be a confined space entry training conducted at Station 28. Today he received four applications for the Firefighter Scholarships and after interviews are conducted the presentation will be held on May 13, 2024 at Cooper City High School. The Life Safety Educators will be presenting at the Autism Friendly Business Workshop on April 17,

2024 in the City Hall Auditorium. Autism Awareness Day will be held on April 27, 2024 at District 28. CERT is currently visiting all businesses in the City placing AED information in the Pulse Point application. There was also a typo in Fire Chief’s Report the correct number for mutual aid incidents was 20 and outside agencies reported to the City 15 times.

Commissioner Shrouder asked about the rescue truck. Chief Harrington advised the truck is starting production in June and will be completed in September. The ladder truck is on schedule for August 2025.

Mayor Ross asked when the aerial ladders are inspected. Chief Harrington said they were inspected last month. Mayor Ross asked where 2850 Pine Island Road is. He asked that the location be written into the report.

**COMMISSIONERS’ CONCERNS/REPORTS/ITEMS TO BE PLACED ON NEXT AGENDA**

Commissioner Katzman reminded residents the Mother’s Day Tea is approaching and registration is open online. The pool at the Pool and Tennis Center is now open at 6:00 AM for residents to enjoy. He also asked that Mayor Ross or City Clerk Allen announce the results of the vote on matters as sometimes the residents cannot hear the votes live. He also encouraged residents to do their civic duty of serving on a jury as he did recently and had a wonderful experience.

Commissioner Mallozzi wished everyone a happy holiday and she looks forward to the Mother Daughter Tea.

**ADDITIONAL PUBLIC COMMENTS (3 MINUTES)**

None.

**ADJOURNMENT**

The meeting adjourned at 9:08 PM.

The minutes of the Commission Meeting of April 9, 2024 were approved during the Regular City Commission Meeting of April 30, 2024.

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Greg Ross, Mayor

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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](http://www.coopercity.gov) or at the Office of the City Clerk, City of Cooper City, 9090 SW 50 Place, Cooper City, Florida, 33328, 954-434-4300.

**DECORUM**

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

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

WEBVTT

1

00:00:00.060 --> 00:00:01.359

Cooper City Hall: Thank you very much.

2

00:00:02.320 --> 00:00:05.689

Cooper City Hall: Can't hurt, because it's all sign. It's all sinus.

3

00:00:07.120 --> 00:00:10.020

Cooper City Hall: Supposedly. There's a nice evening, ladies and gentlemen.

4

00:00:11.290 --> 00:00:17.349

Cooper City Hall: Welcome to the City Commission. Regular meeting today is Tuesday, April 9, 36, 30, if you please.

5

00:00:17.950 --> 00:00:21.419

Cooper City Hall: at this time. Welcome, Brianna Perez!

6

00:00:21.480 --> 00:00:31.310

Cooper City Hall: Brianna, please come forward. Brianna is a tenth grade student at Coop City High School. She's recently named our 2024 Cooper City Ambassador on Founders Day

7

00:00:31.350 --> 00:00:38.239

Cooper City Hall: Ambassador Program is organized by our Educational Advisory Board, and Brianna will now lead us in the pledge of allegiance.

8

00:00:43.440 --> 00:00:59.330

Cooper City Hall: allegiance to the black of the United States of America, and to the Republic for which it stands. One nation, under God, indivisible with liberty and justice for all. Good job. Thank you.

9

00:00:59.840 --> 00:01:00.540

Cooper City Hall: Okay.

10

00:01:01.590 --> 00:01:08.358

Cooper City Hall: we have a certificate. If you don't want to join me down presenting.

11

00:01:09.570 --> 00:01:10.600

Cooper City Hall: So like.

12

00:01:11.110 --> 00:01:11.890

Cooper City Hall: that's okay.

13

00:01:12.740 --> 00:01:13.980

Cooper City Hall: Very unusual.



14

00:01:14.190 --> 00:01:15.370

Cooper City Hall: Oh, yeah.

15

00:01:18.460 --> 00:01:19.340

Cooper City Hall: I can't even

16

00:01:22.130 --> 00:01:23.140

Cooper City Hall: on the Development

17

00:01:27.130 --> 00:01:28.430

Cooper City Hall: hope this way.

18

00:01:28.580 --> 00:01:36.849

Cooper City Hall: Brianna, on behalf of the Coop City Commission. I want to say, thank you very much for leading us in the pledge of allegiance. We have a certificate of appreciation

19

00:01:36.940 --> 00:01:51.399

Cooper City Hall: indicates city of Cooper city proudly presented to Brianna Perez for leading Coop City Commission in the pledge of allegiance, dated April ninth, 2024, signed by me as Mayor on behalf. It's Coop City Commission. Just want to say, Job, well done.

20

00:02:16.540 --> 00:02:20.030

Cooper City Hall: I was just gonna say, yes, we do.

21

00:02:28.810 --> 00:02:30.319

Cooper City Hall: Okay, give me a moment

22

00:02:45.400 --> 00:02:49.690

Cooper City Hall: this evening. We have the proclamation for relay for life

23

00:02:49.820 --> 00:03:19.210

Cooper City Hall: was started 1985 and relay for life is the American Cancer Society's nationwide signature. Activity that celebrates cancer survivors and caregivers remembers loved ones lost to the disease. This year's relay raised \$2,101 to help end cancer, and while no one is here to accept the proclamation, we will make sure that it is sent off to them, so they can hang it proudly on their office walls.

24

00:03:19.280 --> 00:03:20.560

Cooper City Hall: Having said that

25

00:03:21.690 --> 00:03:22.920

Cooper City Hall: we have another one.

26

00:03:44.690 --> 00:03:47.650

Cooper City Hall: and we have the Muslim American Heritage month.

27

00:03:47.670 --> 00:04:02.170

Cooper City Hall: During Muslim, her Muslim American heritage month. We celebrate none of the culture of Muslim Americans in the United States, except in the proclamation, is Coop City residents, Samira seed and the seed family. Are you here?

28

00:04:02.861 --> 00:04:04.310

Cooper City Hall: There you go. Come on up.

29

00:04:12.340 --> 00:04:14.560

Cooper City Hall: you I'd like to read. Come on up.

30

00:04:15.250 --> 00:04:16.459

Cooper City Hall: Kids are inviting.

31

00:04:19.920 --> 00:04:31.369

Cooper City Hall: Proclamation reads as follows, whereas freedom of religion holds distinction as a cherished right and a foundational value upon which the laws and ethics of the United States are based.

32

00:04:31.400 --> 00:04:50.849

Cooper City Hall: and whereas the history of Islam in this country dates back to before its founding, originating with enslaved Africans, who brought their Muslim belief with them to the Americas, and who later contributed in numerous ways to the founding of the nation. And there are today millions of American Muslims, both immigrants and native, born of diverse backgrounds and belief.

33

00:04:50.860 --> 00:05:19.599

Cooper City Hall: And whereas, although American Muslims within Broward county, strive to promote peace and understanding between all faiths, identities, and nationalities, while upholding those values and principles that define American people, harassment, discrimination still exists, and whereas it is therefore appropriate to acknowledge and promote awareness of the myriad of invaluable contributions of American Muslims in broward and across the country, and extend to them the respect and camaraderie every American deserves.

34

00:05:19.600 --> 00:05:44.279

Cooper City Hall: Now, therefore, I, Greg. Ross, Mayor, City of Coop City, Broward, County, State of Florida, and the City Commission, do hereby extend and support the Muslim American heritage month, April 2024, and recognize April tenth, 24, as Muslim day, and witness whereof I, appearing to set my hand and cause a great seal of the city of Coop City, Broward, County, State of Florida, to be a fix on this ninth day of April 2024, signed by me as mayor, and on behalf of the Commission.

35

00:05:44.500 --> 00:05:46.460

Cooper City Hall: Thank you. If you want to take a few words.

36

00:05:46.890 --> 00:05:47.570

Cooper City Hall: bring him

37

00:05:49.352 --> 00:06:10.959

Cooper City Hall: Hello! My name is Rona. I've never been up here before. Sorry. I'd like to thank you. The city of Cooper City on behalf of the Muslim Student Association of Middle school and high school and behalf of the next generation. My little brother is in all of us. Thank you so much for recognizing us, and for trying to spread the diversity. Thank you.

38

00:06:11.680 --> 00:06:12.460

Cooper City Hall: Octa.

39

00:06:41.350 --> 00:06:42.209

Cooper City Hall: yeah, that's it.

40

00:07:10.350 --> 00:07:12.089

Cooper City Hall: May I have roll call, please.

41

00:07:14.470 --> 00:07:19.429

Cooper City Hall: Commissioner Malauzi? Yes, Commissioner Katzman here, Commissioner Schouder.  
Aye.

42

00:07:19.960 --> 00:07:23.860

Cooper City Hall: Commissioner Green here Mayor Ross, and I am here.

43

00:07:23.930 --> 00:07:27.549

Cooper City Hall: and I'll ask city attorney to please read the decorum policy.

44

00:07:28.746 --> 00:07:30.320

Cooper City Hall: Excuse me.

45

00:07:34.200 --> 00:07:59.359

Cooper City Hall: thank you. Excuse me. Good evening, Mayor Commissioner, for the record. The city's decorum policy reads as follows, members of the City 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 be generally directed to the presiding officer and not individual members of the Commission staff or to the audience.

46

00:07:59.430 --> 00:08:07.719

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 Commission.

47

00:08:07.880 --> 00:08:34.750

Cooper City Hall: any persons making impertinent or slanderous remarks, or personal attacks, or who become boisterous while addressing the Commission, or who otherwise violate the decorum rules set forth here in, 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 majority vote of the Commission members present. Thank you very much

48

00:08:34.830 --> 00:08:39.979

Cooper City Hall: there are none at this time. Mayor. Thank you very much. Yes, sir, moving on to the

49

00:08:41.250 --> 00:08:46.220

Cooper City Hall: remaining proclamations of presentations, we have the Pet Adoption Commission, Malozi.

50

00:08:47.710 --> 00:08:49.820

Cooper City Hall: We have, trooper.

51

00:08:51.120 --> 00:09:14.670

Cooper City Hall: It is not how big you are, but how well behaved. And Trooper is amazing. At 8 years old and 90 pounds. Trooper is one of the biggest dogs here at the shelter. He is also one of the best behaved trooper, lived with another dog at one time, and did quite well, he is extremely sweet, and gets very attached to his person.

52

00:09:14.670 --> 00:09:29.720

Cooper City Hall: He can be energetic if someone wants to throw a ball to play fetch, and he can be very relaxed and calm most of the time. This handsome fellow is potty trained, know some basic commands, especially if a treat is involved.

53

00:09:29.780 --> 00:09:38.220

Cooper City Hall: I identify with that in case anyone is concerned, and he is good with people of all ages, he is not a fan of loud noises.

54

00:09:38.320 --> 00:09:57.730

Cooper City Hall: Can Trooper be your new best friend. If you would like to meet Trooper or any other dogs at the Humane Society, you can go to the Humane Society, and you can call them at (954) 989-3977. Thank you very much. Thank you. And we have presentation of the

55

00:09:57.970 --> 00:10:02.260

Cooper City Hall: year 2023 audit reports, and Keith Mccullough.

56

00:10:17.260 --> 00:10:20.550

Cooper City Hall: I think it needs a treat. It'll stay. Oh, it's got it.

57

00:10:23.720 --> 00:10:26.539

Cooper City Hall: Sorry I couldn't replace. I can use that.

58

00:10:27.915 --> 00:10:30.059

Cooper City Hall: Good evening. Good evening.

59

00:10:30.110 --> 00:10:31.300

Cooper City Hall: I'm trying to get.

60

00:10:33.470 --> 00:10:41.289

Cooper City Hall: Thank you very much for the opportunity to be here this evening to report on the annual comprehensive financial report for the city of Cooper City.

61

00:10:41.420 --> 00:10:43.845

Cooper City Hall: Very much so is my pleasure.

62

00:10:45.130 --> 00:11:11.929

Cooper City Hall: First, I would like to say that in 20 for your 2022 report the city received a certificate of excellence and financial reporting from the General from the Gfoa. The Governmental Finance Officers Association. It's a very esteemed award that the city did receive. Last year we evaluated the form and content, and all the material balances and disclosures in your financial report. For the year ended

63

00:11:11.930 --> 00:11:26.239



Cooper City Hall: September thirtieth, 2,023, we believe that you're gonna receive this prestigious award. Yet again, later this year you should be notified. That's a lot of very hard work went into this by your finance department and they were extremely

64

00:11:26.490 --> 00:11:51.110

Cooper City Hall: helpful to us during the course of our audit. Now, I'm just gonna describe some of our, some of the high level reporting that we have within this financial report. So we have our general auditors report. So what this says is that we conducted our audit in accordance with Government auditing standards, which, of course, is required due to the nature of the municipality and the the sorts of grant, funding that you all receive. It also states that we are not aware of any material

65

00:11:51.110 --> 00:11:59.090

Cooper City Hall: that need to be made in order for this financial for these financial statements to be compliant with Gap and Gasby standards.

66

00:12:00.080 --> 00:12:24.139

Cooper City Hall: Next, we have our compliance report. So the first compliance report I'd like to discuss is the report in accordance with government auditing standards. So this covers 2 very vital components of the city. First, we have the internal control over your financial reporting, and we also have your compliance with grants, laws, and regulations, and things of that nature. So that's what it means to have. An audit in accordance with government auditing standards.

67

00:12:24.230 --> 00:12:41.200

Cooper City Hall: That that's a fully clean report in both of those aspects. So we don't have any internal controlled efficiencies or material weaknesses that we would need to report to you the citizens or the Florida Auditor General. We also did not note any non-compliance with laws, regulations, or grant agreements.

68

00:12:41.930 --> 00:13:07.129

Cooper City Hall: I would like to touch on the the Grant agreement aspect of that, because that's a very important part of the audit that we conducted anytime. You're dealing with Grant funds. It's very important that at the end of the day there was no activities that would require any of those funds to have to be repaid to the grant or agencies. So that's something that we look at very closely, because anytime you receive a grant from Federal or State agency.

69

00:13:07.130 --> 00:13:18.573

Cooper City Hall: There are some strings attached with those funds that you they do require to be spent in a very certain way. Your finance department does have good controls over those funds in order to ensure that there are no paybacks.

70

00:13:18.860 --> 00:13:28.209

Cooper City Hall: The next report that we have to go over is, when you receive a certain amount of Federal and or State grant funding, you have to have what's called a single audit.

71

00:13:28.210 --> 00:13:52.939

Cooper City Hall: So what that is is essentially a microscopic audit zoomed in on just that particular grant activity and all the different compliance requirements surrounding that particular grant. So that was, of course, your arpa funding at approximately 2 million dollars for the year ended September thirtieth, 2,023, and we do not. We did not identify any issues within that grant, as far as the internal control

72

00:13:52.940 --> 00:13:59.079

Cooper City Hall: around the particular compliance requirements for that grant as well as the the.

73

00:13:59.770 --> 00:14:20.209

Cooper City Hall: There were no matters noted where funds were spent on. Things that were not allowed within that grant budget. Now, I'd like to discuss a few of the financial highlights for the city. So

first we have the budgetary compliance. So, of course, each year the Finance Department and the Commission works very hard to put a budget together in order to kind of

74

00:14:20.230 --> 00:14:40.880

Cooper City Hall: design how the funds are allowed to be spent for the city by looking at the revenues coming in and the expenses coming out. We look very closely at that, in order to ensure that there's budgetary compliance, that there's no matters in which money was misspent in accordance outside the scope of the budget that you all approved. So that's one very important thing I'd like to point out, not only to you, but the citizens here.

75

00:14:40.880 --> 00:15:04.519

Cooper City Hall: And then also the pension plan activities. So each year actuaries determine how much money the city has to contribute in order to keep your plans actuarially sound, to make sure that you're able to have enough investments, and in trust to make payments down the road to fund these liabilities. And all of those payments were made on time and and in accordance with what the actuary contribute. Calculated.

76

00:15:07.550 --> 00:15:32.510

Cooper City Hall: Note one. To these financial statements describes all of your significant accounting policies. Management selected those accounting policies, and we evaluated them to make sure that they were in accordance with the Governmental Accounting Standards Board to ensure that we were able to issue that clean report that I discussed previously. There was one new standard that the city implemented in order to be compliant with Gasby. That's Gazbe 96. So

77

00:15:32.510 --> 00:15:56.346

Cooper City Hall: that takes all your subscription assets and liabilities, and it requires them to be treated very similarly to how gas the 87 required us to treat those for the leases and management was able to do all of that without really much assistance from us. State, which is the way it's supposed to work. But a lot of times we have to dive in and and kind of assist a lot more than than we should. This did not happen this year, so

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00:15:56.630 --> 00:16:05.050

Cooper City Hall: and his team did a really excellent job of digesting all the information that needed to be done in order to effectively implement that standard

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00:16:06.230 --> 00:16:15.909

Cooper City Hall: We did not have any disagreements with management. While we were trying to determine how to treat certain transactions that comprise all the transactions within this document.

80

00:16:16.170 --> 00:16:39.370

Cooper City Hall: and we also didn't have any difficulties that we encountered with city management or anything else while we were conducting our audit. So we had a really excellent time dealing with the city, and, as you can see, this report is being released substantially sooner than it has been in the past. So that's really a tribute to all the hard work that your finance department has done throughout the course of the year.

81

00:16:39.460 --> 00:16:48.009

Cooper City Hall: and at this time I'd like to take any any questions that you all may have. Thank you any question, Commissioner Schrouder.

82

00:16:48.860 --> 00:16:50.719

Cooper City Hall: When did you send it to the city?

83

00:16:51.340 --> 00:16:58.280

Cooper City Hall: This report was sent to the cities, probably. Over a week ago.

84

00:16:59.240 --> 00:17:12.830

Cooper City Hall: Just the question would be, When does the city intend to send it to the City Commission? Yes, Commissioner, basically, after his presentation, it will be bound tomorrow, and you'll each get a a hard copy of the of the audit.

85

00:17:12.910 --> 00:17:15.639

Cooper City Hall: So how do we ask you questions of something we can't see?

86

00:17:16.766 --> 00:17:43.993

Cooper City Hall: That's a great question. First one you've had right where we don't have it to look at. Well, typically, what I've experienced is that we would issue the financial statements, and then it would be submitted, and then it would just be accepted by the Commission for approval. It would be accepted by the Commission at that point.

87

00:17:44.710 --> 00:17:50.800

Cooper City Hall: and that's why I say, let's put it on for the next agenda for the action. Well, I wanna I wanna review it.

88

00:17:51.170 --> 00:17:52.899

Cooper City Hall: Given 2 weeks

89

00:17:52.950 --> 00:17:55.079

Cooper City Hall: we'll have an opportunity. Okay.

90

00:17:55.620 --> 00:17:56.790

Cooper City Hall: if needed.

91

00:17:57.400 --> 00:18:00.509

Cooper City Hall: the notified city manager and we could bring him back.

92

00:18:01.130 --> 00:18:05.279

Cooper City Hall: What happened? There's something, usually we. We have it. We look at it with you.

93

00:18:06.827 --> 00:18:17.299

Cooper City Hall: I have copies of it richer if you'd like to spend some time, you know, working through it with him. Were there any findings. We did not have any findings. No.

94

00:18:18.250 --> 00:18:21.610

Cooper City Hall: how do you know cause he said it? That's the first thing he said.

95

00:18:22.400 --> 00:18:23.700

Cooper City Hall: Yeah, I mean.

96

00:18:24.730 --> 00:18:31.990

Cooper City Hall: I would also be willing to make myself available for any questions after you have an opportunity to review the the financial statements

97

00:18:34.790 --> 00:18:36.239

Cooper City Hall: up to you. Yeah.

98

00:18:36.350 --> 00:18:40.250

Cooper City Hall: I mean, the thing is like, you know. Usually you get to ask it. So the public has the benefit of

99

00:18:40.400 --> 00:18:46.459

Cooper City Hall: we. We can ask it, you know, on the next, go around. This is just a presentation, but we can ask it in 2 weeks. Okay?

100

00:18:46.470 --> 00:18:54.400

Cooper City Hall: I asked, that we have presentations we get, we get fully understand? Don't disagree, Commissioner Katzman.

101

00:18:55.030 --> 00:18:55.695

Cooper City Hall: Thanks.

102

00:18:56.630 --> 00:18:57.400

Cooper City Hall: Just

103

00:18:57.540 --> 00:19:01.019

Cooper City Hall: obviously, I don't have a lot of questions cause same reason. But

104

00:19:01.340 --> 00:19:11.620

Cooper City Hall: The you mentioned that we had in the grants that you have to do a microscope or a zoom in on the Grant funding, and that there was 2 million in Arpa. That's correct. But I thought, we have

105

00:19:11.790 --> 00:19:19.029

Cooper City Hall: almost 18 million in Harpo, was it because we only spent 2 million? Yeah, right? So the way that the that those single audits work

106

00:19:19.350 --> 00:19:30.340

Cooper City Hall: as you over. I believe you have about 5 or 6 years to fully spend out your arpa. So for the year ended September thirtieth, 2,023, you expended 2 million of the Arpa funds.

107

00:19:31.780 --> 00:19:41.330

Cooper City Hall: and so we kind of audit it in in those tranches that at each year as it's spent down. Yes, that's that's it for now, thank you. Any other questions, Commissioner Green.

108

00:19:43.090 --> 00:19:55.369

Cooper City Hall: and while we don't have the report in front of us, I'd like to thank you for the the for the presentation that you're bringing for tonight. I just I want to make sure that I heard you correctly, that there weren't any findings.

109

00:19:56.105 --> 00:19:58.129

Cooper City Hall: In the report



110

00:19:58.520 --> 00:20:01.540

Cooper City Hall: for 2022, and you don't

111

00:20:01.580 --> 00:20:30.189

Cooper City Hall: anticipate there being any findings for 2023. Is that correct? So we did not. There were no findings for 2023. And then my reference to the 2022 report was so each year. When you issue this financial statement. There's essentially 2 different levels of governmental, governmental, financial reporting. There's the annual comprehensive financial report which is like your premium report, and then some city, many cities that don't

112

00:20:30.570 --> 00:20:55.370

Cooper City Hall: take the time and effort in order to produce a report like this. They do a lower level of reporting that doesn't qualify to receive the award that you all did receive. So you did receive that award for 2022. And what happens is after we issue this. It goes to the Gfoa, and they have a panel of folks that evaluate these to ensure that they did include

113

00:20:55.370 --> 00:21:05.449

Cooper City Hall: all the necessary gas bees that it doesn't look the way that it's supposed to look, and things of that nature. And then, if it passes that test, then you then you would receive that award again.

114

00:21:05.450 --> 00:21:22.439

Cooper City Hall: So what I was saying is that I anticipate that once it goes through that process you will receive that award yet again, for 2023. Okay, thank you. And I wanted to say publicly, thank you to Mr. Williams, and his staff and his predecessors, because I know that a lot of work went into this

115

00:21:22.440 --> 00:21:39.969

Cooper City Hall: prior to Mr. Williams coming on board and so just wanted to say Thank you to the city manager, Mr. Irwin, your assistant, finance director, and all and everybody here in the city that's been involved. With ensuring that we we provided you with all the information. Thank you. Thank you. Commission.

116

00:21:42.020 --> 00:21:43.050

Cooper City Hall: so

117

00:21:45.340 --> 00:21:48.829

Cooper City Hall: I don't know how many years I've been in office, and we've had reports

118

00:21:48.970 --> 00:21:58.750

Cooper City Hall: presented to us, and we get them beforehand, so that we can look at them, digest them. And this is not against you in any way, shape or form, and I thank you for all the hard work that you've done.

119

00:21:58.930 --> 00:22:13.370

Cooper City Hall: This is about my staff that has a report that's sitting on a report that's waiting to give it to us so no offense meant to you. But you being here is a waste of your time, because you can tell me that something's purple

120

00:22:13.400 --> 00:22:19.260

Cooper City Hall: with blue polka dots on it. But until I see that and I can digest that.

121

00:22:19.940 --> 00:22:21.460

Cooper City Hall: thank you very much.

122

00:22:21.810 --> 00:22:50.849

Cooper City Hall: And while I might agree with you, 110, because you know what you're doing, and you're way better at this than than any of us are. It still would be nice if I could look at it with my own eyes and say, Oh, look! What he says makes sense, and it's logical. And I didn't have any questions about this, either. It doesn't have to be in a nice leather bound book. It could have been emailed. It could have been printed. It could have been stapled together. But we should have had a moment to look at things, and on several occasions

123

00:22:51.790 --> 00:22:53.430

Cooper City Hall: we have asked Staff

124

00:22:53.930 --> 00:22:55.240

Cooper City Hall: told Staff

125

00:22:55.360 --> 00:23:00.470

Cooper City Hall: Beg Staff to say, Give us things so that we can look at them beforehand.

126

00:23:00.780 --> 00:23:02.110

Cooper City Hall: and that we're not

127

00:23:02.780 --> 00:23:06.799

Cooper City Hall: twiddling our thumbs, not having, and any idea what's going on.

128

00:23:06.970 --> 00:23:09.080

Cooper City Hall: And if Staff had this

129

00:23:09.290 --> 00:23:20.229

Cooper City Hall: and I'm still looking at you, Mr. City manager, because by staff I mean, you said in the nicest possible way, I may sound mean, but it's because it's a Sinus. It's allergies. I apologize.

130

00:23:21.320 --> 00:23:22.210

Cooper City Hall: but

131

00:23:22.420 --> 00:23:24.659

Cooper City Hall: this is not acceptable.

132

00:23:25.900 --> 00:23:31.539

Cooper City Hall: He could have been home in his comfy clothes instead. He's in a suit here.

133

00:23:32.780 --> 00:23:36.880

Cooper City Hall: and there was absolutely no reason for him to be here, because

134

00:23:37.700 --> 00:23:41.009

Cooper City Hall: nothing can be done other than him standing here.

135

00:23:41.400 --> 00:23:45.470

Cooper City Hall: And this happening. And then he's gonna go home and go should have

136

00:23:46.320 --> 00:23:48.450

Cooper City Hall: emailed them the report or something.

137

00:23:49.460 --> 00:23:51.170

Cooper City Hall: It's all I have to say.

138

00:23:51.430 --> 00:23:53.619

Cooper City Hall: Thank you. Everyone. You're good.

139

00:23:54.531 --> 00:24:10.829

Cooper City Hall: One matter I would like to touch on is I. I would highly recommend that we be able to issue the financial statements just so that they can go to the Gfoa sooner, and then I present them again, so that they may be accepted by you and answer any questions you all may have, if that

140

00:24:10.870 --> 00:24:12.270

Cooper City Hall: would be suitable.

141

00:24:13.130 --> 00:24:22.020

Cooper City Hall: I don't know the what's the legal ramifications of that? Well do we have to authorize the issuing of it?

142

00:24:22.580 --> 00:24:23.260

Cooper City Hall: Short.

143

00:24:23.950 --> 00:24:44.391

Cooper City Hall: I don't recall that this Commission has historically adopted the audit formally. Most commissions in my experience do not take formal action to accept the findings and conclusions in the annual audit. And I've seen it happen from time to time. I do not know whether Cooper City has historically done that. Candidly.

144

00:24:44.930 --> 00:24:51.880

Cooper City Hall: it is what it is. It's your report. No, no, no, I don't. I think it's they provide it to us, and we we submit it to the state.

145

00:24:52.050 --> 00:24:55.759

Cooper City Hall: The City Commission. Yeah, you certainly could.

146

00:24:56.310 --> 00:25:03.570

Cooper City Hall: Big to different. I just wanted to point out that in prior years we had to rely on the auditors prefer the act before us.

147

00:25:03.680 --> 00:25:06.249

Cooper City Hall: We were not capable of producing it ourselves.

148

00:25:06.410 --> 00:25:14.010

Cooper City Hall: We purchased a product in 2022, called gravity, which are used for our budgeting process. They couldn't get the act proportion off the ground.

149

00:25:14.220 --> 00:25:20.090

Cooper City Hall: This year the entire report has been issued through gravity we were able to bring. Now it was a lot of work

150

00:25:20.349 --> 00:25:26.020

Cooper City Hall: team, and I spent a lot of hours getting it to work, because there's a lot of, as you understand, there's a lot of mapping that has to be done.

151

00:25:26.170 --> 00:25:34.239

Cooper City Hall: We made the final changes, and it wasn't changes in the numbers is, you know, periods missing, commas missing whatever at 10 o'clock this morning.

152

00:25:34.560 --> 00:25:46.890

Cooper City Hall: So we got it back to Keith that this this afternoon. They reviewed it, said it was perfect, and that's the only reason it wasn't printed for today all the work was completed. There's nothing been hidden. Everything is accurate.

153

00:25:46.910 --> 00:25:48.790

Cooper City Hall: and, as

154

00:25:48.910 --> 00:25:59.270

Cooper City Hall: as was just stated, you know, we have a we're in good financial position. At the end of the year we have a good fund balance in our general fund, right? And and things are good.

155

00:25:59.790 --> 00:26:04.909

Cooper City Hall: But but that was the only reason. Typically, you're right. Typically we'd bring the bound statement to you to look at

156

00:26:05.160 --> 00:26:12.340

Cooper City Hall: next year. It would be even better, because since then we're not mapped to gravity. When we have to produce it next year. It's going to be much quicker than it is this year.

157

00:26:12.480 --> 00:26:22.489

Cooper City Hall: But remember, we're going to issue the report this year 2 months ahead of the the prior year. Yeah. And I just wanted to point out, I appreciate that because we were in violation of the law, I think for the last like 4 years.

158

00:26:22.610 --> 00:26:46.050

Cooper City Hall: so I'm happy. This would be the first year we're not violating State law. We did request an exemption. I think. I don't know if Mr. Horwood's ever got an answer back from the Governor of the Legislature. We were trying to get exempt from it, you know, and to honestly remember that I came in really the the middle of December. We had to have the trial bounce to them. In the first week of January there was a lot of work that had to be done to provide them with all the information they needed for the audit

159



00:26:46.430 --> 00:26:57.729

Cooper City Hall: via scenario accounting software was a mess. There was a lot of cleanup that had to be done so I could group everything. So when I looked at their financial statement, I could, I could look at ours and look at theirs and make sure that everything matched.

160

00:26:57.850 --> 00:27:04.450

Cooper City Hall: so that that was the only reason. But even with that delay and all that work we have to put in. We're still issuing 2 months ahead of time.

161

00:27:04.720 --> 00:27:06.829

Cooper City Hall: and I do have a rough draft.

162

00:27:06.930 --> 00:27:11.439

Cooper City Hall: you know. That's unsigned. If you would like a copy of it. I can give you a copy of the unsigned rough draft.

163

00:27:11.790 --> 00:27:32.539

Cooper City Hall: We could just might as well wait, you know. Yeah, they're gonna bind it. But tomorrow, the day after process it will be bound tomorrow, tomorrow, so so we'll have the bound copies and I'll and once I have I have to upload the signed reports up into gravity, so we can get them loaded up, and then we can actually send you a Pdf. Of the final auto report as well as a printed copy.

164

00:27:32.770 --> 00:27:35.800

Cooper City Hall: Yeah, that's fine. Okay, I don't need to print a copy. Just

165

00:27:35.990 --> 00:27:43.809

Cooper City Hall: I like, alright, this. Thank you very much. This is for Mr. Horowitz, Mr. Horowitz.

166

00:27:44.907 --> 00:27:49.829

Cooper City Hall: Has has the city been, in fact, been in violation of the law for several years.

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00:27:49.890 --> 00:27:53.850

Cooper City Hall: as it pertains to the that's the first question.

168

00:27:54.140 --> 00:27:56.730

Cooper City Hall: and secondly, if we have.

169

00:27:57.070 --> 00:28:04.110

Cooper City Hall: what is the remedy or the course of action that has been sent down from the state.

170

00:28:04.150 --> 00:28:07.310

Cooper City Hall: or is, has has there been any any corrective

171

00:28:07.480 --> 00:28:30.669

Cooper City Hall: actions, Commissioner? I I don't recall exactly how many years, but there was a period of years when the city was late in submitting its annual audit. That is a fact. I believe it's been, at least for the past 4 years. If I'm not mistaken. There were a couple of years the city was late. The audit process is ultimately overseen by the joint legislative audit committee in Tallahassee. I'm not aware of the city having received any correspondence from referred to as JIac.

172

00:28:30.670 --> 00:28:41.949

Cooper City Hall: From Jlac. There are other cities in Broward County that I'm aware of, who have had late audits going back many years, and they have had some Jlac activity. Cooper City has not. And so when those.

173

00:28:42.040 --> 00:28:54.889

Cooper City Hall: when those audits have been late, as the city requested an extension or additional time for those audits to be presented. I would have to defer to your finance department, but not to my knowledge. Okay, thank you.

174

00:28:54.920 --> 00:28:57.940

Cooper City Hall: Mr. Horowitz. They do

175

00:28:58.040 --> 00:29:25.869

Cooper City Hall: report you on a list to the list. Correct, but there! But but penalties have not been imposed in a process where they could withhold state fundings, which is the ultimate penalty gas tax and other dollars the city receives from the State. Again, there's a they call a naughty list, so to speak of cities that are late in their filing. Cooper City has been on that list for a period of years. Clearly, that won't be the case this year. But that is a fact, Commissioner, and can you get an extension from State law? And there's no mechanism I'm aware of to get an extension from a statutory deadline

176

00:29:27.740 --> 00:29:34.680

Cooper City Hall: once again. Thank you to Keith Mccullough for handling this, handling it early and handling it accurately.

177

00:29:35.610 --> 00:29:37.340

Cooper City Hall: Thank you. Thank you very much

178

00:29:38.910 --> 00:29:43.999

Cooper City Hall: moving on to the public speaking. We have one signed up Andrew Gross.

179

00:29:51.900 --> 00:29:54.740

Cooper City Hall: Andrew Gross, 50 10 Regency aisles way.

180

00:29:55.153 --> 00:30:02.039

Cooper City Hall: You guys are usually used to me speaking about public safety tonight. I have a different topic. Speaking about water meters.

181

00:30:02.290 --> 00:30:10.279

Cooper City Hall: I've been coming to meetings just about 12 years now, and this will be the third time that we'll be purchasing water meters that I've been coming to meetings for.

182

00:30:10.450 --> 00:30:16.079

Cooper City Hall: and it really kind of got me thinking that I wanna dive into this a little more.

183

00:30:16.420 --> 00:30:28.960

Cooper City Hall: So I did some investigation and my my full-time job. I work in a industrial plumbing electrical supply, and I work on water utility for cruise ships and military and stuff.

184

00:30:29.020 --> 00:30:33.720

Cooper City Hall: So I'm I'm kind of, you know. I know. I know a lot about this stuff.

185

00:30:33.820 --> 00:30:45.400

Cooper City Hall: Miami-dade water and sewer is one of our customers, and I reached out to their director of water meter operations. They have approximately 600,000 meters in operation in Miami-dade County.

186

00:30:45.660 --> 00:30:53.159

Cooper City Hall: I presented him with all the backup that's in our current backup now, and told him about the loss of revenue.

187

00:30:53.430 --> 00:30:56.399

Cooper City Hall: I think. There was a number mentioned a few weeks ago, of

188

00:30:56.410 --> 00:30:59.989

Cooper City Hall: close to 8.5 million dollars, and lost revenue from the water.

189

00:31:00.407 --> 00:31:08.179

Cooper City Hall: Third time replacing water meters, I went over the center water meter that was mentioned for the \$64 in the backup.

190

00:31:08.684 --> 00:31:17.169

Cooper City Hall: He said that they in their testing rig, which they do test their meters extensively, that they found a higher failure rate in the center meter.

191

00:31:17.260 --> 00:31:21.830

Cooper City Hall: and that they'd recommend a badger water beater, which they pay

192

00:31:22.020 --> 00:31:29.750

Cooper City Hall: approximately \$15 less per meter when they buy it on their contract, which I assume you guys could join a contract

193

00:31:30.076 --> 00:31:45.099

Cooper City Hall: this gentleman was more than talkative, and, in fact, that he said, anytime we need any assistance, or would like to talk about water meters. He would talk to you for hours about water meters. That is his job for the past 36 years for Miami-dade County.

194

00:31:45.539 --> 00:32:10.010

Cooper City Hall: I find it hard to believe that when he said that some of his badger meters in the ground for over 20 years without a failure, and we're going through our third set of water meters. And on top of that we're going with manual meters because we can't seem to get the automatic ones running. And Miami Dade's about to convert to automatic meters for the entire county after extensive testing.

195

00:32:10.040 --> 00:32:24.489

Cooper City Hall: And I feel that you know you guys really do. We might go back and forth in battle. But you really are good stewards of our money, and I think it's really important that every dollar the tax dollar is accounted for, and that every tax dollar is spent. Well.

196

00:32:24.540 --> 00:32:29.269

Cooper City Hall: and I don't want to see a fourth time coming back here buying water meters again.

197

00:32:29.370 --> 00:32:35.290

Cooper City Hall: And I just I just feel that if if we have to take another time and talk to Fort Lauderdale, Miami, Dade, or whoever.

198

00:32:35.380 --> 00:32:36.650

Cooper City Hall: and and

199

00:32:36.710 --> 00:32:43.980

Cooper City Hall: see what the best course of action is. I think that's something that should be done, especially when we're talking about spending the money we're talking about spending tonight.

200

00:32:44.550 --> 00:32:47.140

Cooper City Hall: The the last thing I wanted to bring up was

201

00:32:47.530 --> 00:32:56.599

Cooper City Hall: prior to Raj leaving. I think it was January. We talked about the I'm about a time, so I can't mention the the acclimators, but maybe next time, thank you. Thank you.

202

00:32:57.440 --> 00:33:03.150

Cooper City Hall: Anyone else in City Hall wishing to speak at this time. We have someone on line, sir. Thank you very much. First one.

203

00:33:05.630 --> 00:33:10.520

Cooper City Hall: Lori. There's no last name, Lori, we don't have your last name. Please identify yourself.

204

00:33:12.165 --> 00:33:19.110

Lori iPhone: Hi! Good evening, Lori Green. My apologies. I'm not there in person, and I have a 2 year old in the background

205

00:33:19.658 --> 00:33:32.361

Lori iPhone: so I'll be very, very, very brief. I'm so sorry. I just wanted to say thank you to the city staff, Commissioner katsman the

206

00:33:33.060 --> 00:33:34.430

Lori iPhone: consultants

207

00:33:34.450 --> 00:33:37.801

Lori iPhone: who are working with us. I apologize,

208

00:33:38.350 --> 00:33:42.290

Lori iPhone: on behalf of speedcoming on Hiatus Road

209

00:33:43.520 --> 00:33:46.849



Lori iPhone: and taking the time

210

00:33:46.990 --> 00:33:56.220

Lori iPhone: to meet with us last week myself and Rob and Morganstein from Atlantis management, and myself on behalf of the Board of Directors for Embassy Lakes.

211

00:33:57.391 --> 00:34:08.239

Lori iPhone: Hopefully, I'll make it there before the end of the meeting. But I really do appreciate everything that you guys are doing and taking this very serious. And I'm gonna cut it short because she is not letting me talk.

212

00:34:09.690 --> 00:34:13.750

Cooper City Hall: Thank you very much. Who else do we have on virtual? That's it, that's it.

213

00:34:13.880 --> 00:34:16.339

Cooper City Hall: Then we'll go ahead and close the public

214

00:34:16.570 --> 00:34:21.009

Cooper City Hall: speaking. Move on to the Board administrative reports, madam Clerk.

215

00:34:23.429 --> 00:34:25.069

Cooper City Hall: Thank you, sir.

216

00:34:25.190 --> 00:34:30.190

Cooper City Hall: Commissioner Schrader is appointing Tammy Paul to the Recreation Advisory Board.

217

00:34:31.040 --> 00:34:33.320

Cooper City Hall: Thank you. Is Tammy Paul here.

218

00:34:34.139 --> 00:34:36.660

Cooper City Hall: Well, we still wish your congratulations

219

00:34:36.699 --> 00:34:40.469

Cooper City Hall: and much success in the work that you'll be doing in the future.

220

00:34:40.889 --> 00:34:44.240

Cooper City Hall: Consent, agenda, do I have a motion? I have things to pull.

221

00:34:45.420 --> 00:34:54.239

Cooper City Hall: You want to pull the minutes. Not the minutes. But I have no approval. Okay, 7. I got it. Which one, 8,

222

00:34:54.710 --> 00:34:56.510

Cooper City Hall: 7, 9.

223

00:34:56.550 --> 00:35:05.629

Cooper City Hall: Okay. S07897891112,

224

00:35:05.930 --> 00:35:07.720

Cooper City Hall: the minutes and number 10

225

00:35:07.860 --> 00:35:09.750

Cooper City Hall: for approval. Do I have a motion

226

00:35:10.370 --> 00:35:12.570

Cooper City Hall: motion to approve? Second.

227

00:35:12.760 --> 00:35:13.770

Cooper City Hall: call the boat

228

00:35:15.480 --> 00:35:16.860

Cooper City Hall: Commissioner Malauzi.

229

00:35:17.260 --> 00:35:23.249

Cooper City Hall: Yes, Commissioner Kasman, Commissioner Trowter, Commissioner Green, Mayor Ross.  
Yes.

230

00:35:24.340 --> 00:35:27.170

Cooper City Hall: we'll go one by one. Item number 7.

231

00:35:29.475 --> 00:35:32.600

Cooper City Hall: In reference to the sludge

232

00:35:34.108 --> 00:35:37.809

Cooper City Hall: there was just such a price discrepancy

233

00:35:37.990 --> 00:35:46.819

Cooper City Hall: that I was concerned. Usually, when there's this much of a price difference, you wind up like in a Scooby do episode where it

234

00:35:46.850 --> 00:35:49.819

Cooper City Hall: generates creatures from the deep. And

235

00:35:49.920 --> 00:35:51.869

Cooper City Hall: they come. And they, you know.

236

00:35:52.220 --> 00:36:00.860

Cooper City Hall: you become like a ghost town of some sort. So I just wanna make sure that I understand this company is enormous. I read the backup.

237

00:36:00.950 --> 00:36:24.620

Cooper City Hall: They are, you know, very large. They have all these different facilities and pods and fields where they can dispose of our sludge. But it was just the pricing that scared me, and I wanted your reassurance on the record, so that we do not wind up on TV that our sludge is going to be disposed of properly

238

00:36:24.870 --> 00:36:27.979

Cooper City Hall: at this incredible low rate.

239

00:36:28.520 --> 00:36:42.489

Cooper City Hall: Good evening, Mayor. Commissioner. City management staff. Very legit concern we went through that this contractor was our previous contractor. That was awarded through our solicitation process. There was no renewal available.

240

00:36:42.560 --> 00:36:57.139

Cooper City Hall: and we went through the bid process. The problem is regional right now, for biosolids and most of cities have this issue, and most of this service provider have limited capacity on their permit that they have.

241

00:36:57.140 --> 00:37:27.040

Cooper City Hall: So we were anticipating price increases. But we're very happy. The same contractor that we have in service right now, with no gap in their operation. Currently we issued some dew watering Po for last year. Issue on centrifuge utilizing that. That's why we were end up quickly, putting the Itb out and securing the price with them. I would say, we're going to see no problem with them.

242

00:37:27.230 --> 00:37:38.450

Cooper City Hall: Okay, I just wanted to hear that on the record. Thank you. Anyone else on item 7. Do I have a motion to approve Motion Commission? Second Commission Green. Call the vote

243

00:37:41.260 --> 00:37:47.600

Cooper City Hall: Commissioner Malzi. Yes, Commissioner Kasman. Yes, Commissioner Schouder. Yes, Commissioner Green. Yes, Mayor Ross. Yes.

244

00:37:47.630 --> 00:37:49.149

Cooper City Hall: moving on to item number 8.

245

00:37:49.220 --> 00:37:53.749

Cooper City Hall: Yes, I'd like to motion to. I I don't like doing the contingency.

246

00:37:54.200 --> 00:37:59.350

Cooper City Hall: I just think that it like tells the you know the contractor that they, you know. I think they need to

247

00:37:59.670 --> 00:38:02.540

Cooper City Hall: do it per the spec. So I'd like to approve 8

248

00:38:02.590 --> 00:38:04.309

Cooper City Hall: without the 10%.

249

00:38:04.830 --> 00:38:06.640

Cooper City Hall: Do I have a second to that motion?

250

00:38:07.860 --> 00:38:11.170

Cooper City Hall: No second, it dies. Okay, we have a second

251

00:38:12.260 --> 00:38:40.100

Cooper City Hall: further discussion. Commissioner Charter. Yeah, I mean, I understand, if they gotta come back with this, the way this is written they should have to perform. Pursuant to the, if I may, we're not going to authorize or issue that contingency on their Po. It's going to sit in our budget in case of any unforeseen change. Prom, then we hand we have fund available to authorize any change order. So that does not mean we're going to authorize any contingency and their Po.

252

00:38:40.110 --> 00:38:44.139

Cooper City Hall: yeah, I know, just from like a matter of practice that makes me

253

00:38:44.400 --> 00:38:49.459

Cooper City Hall: make. I I believe it makes the contract to feel like it's okay to to issue a change order.

254

00:38:49.620 --> 00:39:01.640

Cooper City Hall: you know. So what Commissioner is saying is telling the party that we have a contingency is sort of telling them your hand if you're playing poker.

255

00:39:02.950 --> 00:39:22.550

Cooper City Hall: I understand that. But that was the practice in the department, and in case some needs comes. Then we need to come, for you know, fund, balance and touch, you know, other area to do the budget transfer for for any unforeseen changes. But I thought we changed the procurement code to allow you guys to handle change orders without having to.

256

00:39:22.550 --> 00:39:37.909

Cooper City Hall: But I was having to create the contingency, didn't we? Yeah, depending on the depending on the amount of the value of the change order. There is a mechanism of the code that was adopted towards the end of last year. That does provide for Staff's discretion to approve certain change orders. Yeah, like, up to 20,000 within the manager spending authority.

257

00:39:39.530 --> 00:39:44.609

Cooper City Hall: So I mean, is your motion stand okay? Any other questions.

258

00:39:44.860 --> 00:39:46.460

Cooper City Hall: Hearing none. Call the vote.

259

00:39:47.300 --> 00:39:54.569

Cooper City Hall: Commissioner Malozi. Yes, Commissioner Kasman. Yes, Commissioner Schroder. Commissioner Green. Yes, Mayor Ross. Yes.

260

00:39:55.590 --> 00:40:03.959

Cooper City Hall: moving on to item number 9, 9, the exhibit A wasn't there. So I'm in. I'm assuming.

261

00:40:04.512 --> 00:40:09.380



Cooper City Hall: You're gonna I'm assuming I don't know. I don't wanna assume?

262

00:40:10.260 --> 00:40:13.010

Cooper City Hall: Is it exhibit a of the addendum? Is not there?

263

00:40:13.660 --> 00:40:14.740

Cooper City Hall: So

264

00:40:17.540 --> 00:40:21.868

Cooper City Hall: is that the prices the price list is is

265

00:40:25.250 --> 00:40:27.069

Cooper City Hall: it. References exhibit a

266

00:40:27.250 --> 00:40:33.610

Cooper City Hall: like, which is the pricing. So there's pricing right? So you attach the old contract with that pricing on on the old contract.

267

00:40:33.740 --> 00:40:37.399

Cooper City Hall: I mean, I don't want to make the assumption that their prices haven't changed.

268

00:40:38.480 --> 00:40:39.460

Cooper City Hall: We can.

269

00:40:40.400 --> 00:40:46.895

Cooper City Hall: Commissioner, we can certainly confirm, but my understanding is that the prices would remain as were provided in the original

270

00:40:47.670 --> 00:40:59.559

Cooper City Hall: original exhibit. And and if I may also add, Commissioner, section 7, of the amendment provides that the original agreement, with the exception of the amendment set forth in the First Amendment remains in full force. In effect, all the pricing should not change under the first amendment.

271

00:40:59.930 --> 00:41:00.650

Cooper City Hall: Okay.

272

00:41:00.800 --> 00:41:02.489

Cooper City Hall: based on that. Do I have a motion

273

00:41:02.550 --> 00:41:04.700

Cooper City Hall: voice motion. Second.

274

00:41:05.230 --> 00:41:06.130

Cooper City Hall: call the vote.

275

00:41:08.690 --> 00:41:15.179

Cooper City Hall: Commissioner Malaury. Yes, Commissioner Casmine. Yes, Commissioner Schroder. Yes, Commissioner Green. Yes, Mayor Roth. Yes.

276

00:41:15.590 --> 00:41:22.959

Cooper City Hall: I believe we've already passed number 10 for the gearing group number 11. Okay, so 11,

277

00:41:23.590 --> 00:41:25.680

Cooper City Hall: the, there's a

278

00:41:25.690 --> 00:41:31.189

Cooper City Hall: pricing there. But it doesn't really have a scope. So I'm okay with this subject to you guys defining the scope

279

00:41:31.250 --> 00:41:41.590

Cooper City Hall: meaning, I know there's like 26 pipes or something like that. But I think it should say, like, you know I don't know. Map with, you know, whatever it is, so that if we gotta have a lawsuit with them.

280

00:41:41.680 --> 00:41:45.710

Cooper City Hall: we could say, Hey, you didn't fix, you know, whatever street. So

281

00:41:45.860 --> 00:41:57.280

Cooper City Hall: the the quote you got actually was kind of like more of a scope than than theirs. So I'm okay, subject to the scope being defined before we execute it. So that we know in writing.

282

00:41:58.470 --> 00:42:02.499

Cooper City Hall: we, we can, you know, inquire that, and definitely obtain that for you.

283

00:42:02.590 --> 00:42:13.330

Cooper City Hall: and just for the record that could be approved this evening by the Commission, subject to staff, supplementing the scope of services with better definition as referenced by Commissioner Schouder, you making that motion? Yeah. Do I have a second second.

284

00:42:13.570 --> 00:42:21.900

Cooper City Hall: any further discussion? Yes. Commission. On page one of 3 of the contractors. Price proposal in detail.

285

00:42:23.542 --> 00:42:26.679

Cooper City Hall: Under general conditions. Line item 2.

286

00:42:26.750 --> 00:42:28.719

Cooper City Hall: When you have the it

287

00:42:29.731 --> 00:42:47.270

Cooper City Hall: equipment delivery pickup. Mobile, is it? What are you? What I did? The same thing. So this was that was a quote from a company they're not going with. That's why it's very confusing.

288

00:42:47.790 --> 00:42:50.659

Cooper City Hall: So then why, if I may explain that.

289

00:42:50.680 --> 00:43:15.119

Cooper City Hall: Okay? Explain. We, we inquire 2 proposal. We receive one from job order contracting contractor Gordian group that we put it as a reference for you to review and to compare that we did our due diligent. And we realized the piggyback contract. And this option is beneficial for us. So that's why the prices don't match mesh.

290

00:43:15.780 --> 00:43:31.350

Cooper City Hall: then I will thank you. Alright, Ryan, you're good here. Thank you for your well, I I found out why the delivery was 30,000, because I called people that are in logistics of heavy equipment.

291

00:43:31.390 --> 00:43:34.420

Cooper City Hall: I wish I would have thought of that beforehand. Okay, thank you.

292

00:43:34.550 --> 00:43:36.459

Cooper City Hall: Hearing nothing further. Call the vote.

293

00:43:37.600 --> 00:43:46.270

Cooper City Hall: Commissioner Malozi. Yes, Commissioner Kasman. Yes, Commissioner Schouder. Yes, Commissioner Green. Yes, Mayor Ross. Yes, moving on time number 12.

294

00:43:49.678 --> 00:43:54.940

Cooper City Hall: Me? Okay, me? So you put all these together. So

295

00:43:59.020 --> 00:44:01.610

Cooper City Hall: assistant community development director

296

00:44:04.000 --> 00:44:05.290

Cooper City Hall: says.

297

00:44:05.500 --> 00:44:14.159

Cooper City Hall: additional qualifying experience or completion. Of coursework at an accredited college university in a job related field may substitute

298

00:44:14.440 --> 00:44:21.169

Cooper City Hall: on a year for year basis for the required experience or education. Every other one of them says.

299

00:44:21.530 --> 00:44:27.929

Cooper City Hall: on a year for your basis, for up to one year for the required experience or education.

300

00:44:28.020 --> 00:44:29.160

Cooper City Hall: So

301

00:44:32.970 --> 00:44:34.879

Cooper City Hall: Carlos told me, this was a typo.

302

00:44:38.110 --> 00:45:01.049

Cooper City Hall: So we we need to. We need to correct it. We'll make sure it's corrected and and complies with the other one. So yeah, it's up to one year versus this would require no degree if you wanted, and I guess I'll leave it at that. Under administrative specialist for community development

303

00:45:01.160 --> 00:45:05.799

Cooper City Hall: under qualifications. It says, 2 to 3 years of experience

304

00:45:06.237 --> 00:45:15.630

Cooper City Hall: I would recommend saying minimum of 2 years, because if the person has 4 years they would not be qualified for the job. So is that

305

00:45:15.770 --> 00:45:28.224

Cooper City Hall: I I don't have a problem with that. Yeah, that did happen with the School Board member. They wanted to hire the assistant. And they said it. The superintendent was overqualified, too qualified. Right?

306

00:45:29.083 --> 00:45:36.369

Cooper City Hall: No, I'm sorry. Minimum. Yup, minimum 2 years. And that was for the administrative specialist. Correct community development.

307

00:45:37.193 --> 00:45:43.720

Cooper City Hall: This just might be a pet peeve with me under administrative coordinators. Community development on the back

308

00:45:44.312 --> 00:45:53.089

Cooper City Hall: first bullet point. It's weekly, monthly, quarterly and annual. Just cause. Everything else is plural it should be annually.

309

00:45:53.170 --> 00:46:02.699

Cooper City Hall: That's just my, it doesn't have to be. But just the way it reads it reads better if it's annually and they got my others, and I think that was

310

00:46:05.400 --> 00:46:08.380

Cooper City Hall: all for that. Thank you for the much better

311

00:46:09.300 --> 00:46:10.150

Cooper City Hall: out of

312

00:46:10.740 --> 00:46:11.860

Cooper City Hall: wording.

313

00:46:12.090 --> 00:46:23.410



Cooper City Hall: Louise. Do I have motion to approve 112, subject to the provision. I have commission. Catherine. Second by me. Schrader.

314

00:46:23.860 --> 00:46:24.810

Cooper City Hall: Hold a bit.

315

00:46:26.210 --> 00:46:32.650

Cooper City Hall: Commissioner Malozi. Yes, Commissioner Kasman. Yes, Commissioner Schouder. Yes, Commissioner Green. Yes, Mayor Ross. Yes.

316

00:46:32.900 --> 00:46:41.099

Cooper City Hall: Moving on to the regular agenda. I have discussion and possible action to direct city manager to send a loaded to the Borough County Administrator and

317

00:46:41.740 --> 00:46:42.790

Cooper City Hall: Cooper City.

318

00:46:43.400 --> 00:46:57.349

Cooper City Hall: CC. CC, so okay, all county commissioners encouraging them to place left turn signals at the north and South lights on Sterling Road and Southwest 106, and Mc. Drive North Commission attachment.

319

00:46:57.600 --> 00:47:10.610

Cooper City Hall: Thank you. Mayor. This has been a concern that has been perennially discussed at town halls at Embassy lakes, hoa meetings, etc. I think everyone

320

00:47:10.840 --> 00:47:26.499

Cooper City Hall: for the most part, agrees that this is the right thing to do for safety purposes. Every time we bring it up to county officials, they say. Well, we need the Commission to tell us they want it, that the city wants it so. I think, while this letter really has no

321

00:47:27.073 --> 00:47:40.140

Cooper City Hall: binding weight from the city. I think it's important for us to have a cohesive voice and tell the county so that they can't skirt around the issue anymore. And they have to make a decision.

322

00:47:40.644 --> 00:47:50.190

Cooper City Hall: So about 3 weeks ago. I could look it up in my email. I sent a letter to F dot

323

00:47:50.430 --> 00:48:02.850

Cooper City Hall: 2 people. I CC. The city manager on it. And I believe Tim Fleming in reference to this exact item, because I did it while I was

324

00:48:02.910 --> 00:48:08.350

Cooper City Hall: just finished the Npo. Meeting, because we were talking about cleaning the wall on Griffin Road.

325

00:48:08.510 --> 00:48:09.690

Cooper City Hall: And

326

00:48:09.910 --> 00:48:21.469

Cooper City Hall: I said, and they said, Do me a favor, email me exactly what you want. And I said, while I'm emailing you. Can you please look into a left turn signal the exactly what what you're asking for here

327

00:48:21.510 --> 00:48:27.439

Cooper City Hall: just Fyi and I double checked with the Npo. To make sure that I was right in what I'm saying

328

00:48:28.310 --> 00:48:31.129

Cooper City Hall: as per the executive director of the Npo.

329

00:48:31.270 --> 00:48:34.759

Cooper City Hall: The County Commission has no bearing whatsoever. It's all f dot.

330

00:48:34.820 --> 00:48:36.680

Cooper City Hall: Yeah. Strong intersection.

331

00:48:37.390 --> 00:48:44.020

Cooper City Hall: I have the wrong interface on 106, and on Embassy 106 and sterling is not F dot

332

00:48:44.030 --> 00:48:46.049

Cooper City Hall: one or 6 in griffins. I've thought

333

00:48:47.330 --> 00:48:48.150

Cooper City Hall: right

334

00:48:49.750 --> 00:48:56.750

Cooper City Hall: well, because one is private and one is not. You're correct. But f.is going to oversee them all per

335

00:48:56.910 --> 00:48:58.589

Cooper City Hall: the executive director.

336

00:48:58.750 --> 00:49:02.180

Cooper City Hall: I think he's confused, because that's county. Okay? I'm

337

00:49:02.300 --> 00:49:09.460

Cooper City Hall: I'm reiterating what I was told, because I thought that by sending it to F. Dot that I was getting the ball rolling.

338

00:49:09.500 --> 00:49:16.219

Cooper City Hall: I have no problem sending a letter to the county commissioners, but when I saw this he said, I just

339

00:49:16.370 --> 00:49:19.360

Cooper City Hall: started this to get it moving.

340

00:49:19.370 --> 00:49:27.219

Cooper City Hall: And actually, I've got them putting me in touch with the person that's in charge@thef.level because they have to.

341

00:49:27.660 --> 00:49:34.309

Cooper City Hall: because we they've got Dave on the corner. They've got to coordinate all of the different agencies. I'm air quoting that.

342

00:49:34.530 --> 00:49:37.269

Cooper City Hall: So I said, you know what. I don't want to speak

343

00:49:37.680 --> 00:49:39.560

Cooper City Hall: improperly tonight

344

00:49:39.620 --> 00:49:41.569

Cooper City Hall: and look like an idiot.

345

00:49:41.590 --> 00:49:43.910

Cooper City Hall: I'm going to double check all of my facts.

346

00:49:44.080 --> 00:49:46.700

Cooper City Hall: and they said, You are 100% right?

347

00:49:46.940 --> 00:49:53.460

Cooper City Hall: f.is the one that's handling this. I showed them my letter. They said, 100% step one.

348

00:49:53.660 --> 00:49:57.760

Cooper City Hall: On Thursday. I will see the person that I need to see.

349

00:49:58.270 --> 00:50:05.009

Cooper City Hall: That's going to be part where they're going to set up the meeting for me to see the person that's in charge of everything that he's going to work out

350

00:50:05.130 --> 00:50:10.689

Cooper City Hall: the whole, because now they're repainting the wall and griffin whole another. You don't need to know that. But

351

00:50:11.621 --> 00:50:24.380

Cooper City Hall: yes, we're working on this. Yeah, and so it is being worked on. But they per what I have been told from Npo staff, and

352

00:50:24.460 --> 00:50:28.860

Cooper City Hall: maybe they are wrong, it's possibility. But they said they will handle both

353

00:50:29.010 --> 00:50:33.160

Cooper City Hall: only because of the intersection, because of the the way the streets

354

00:50:33.270 --> 00:50:34.510

Cooper City Hall: are together.

355

00:50:34.560 --> 00:50:40.210

Cooper City Hall: So what if we send it? Go for it? Lose nothing by it. But I'm just letting you know what if we

356

00:50:40.500 --> 00:50:41.590

Cooper City Hall: add

357

00:50:41.770 --> 00:51:03.485

Cooper City Hall: an F dot contact and an Mpo. Contact, either in a CC. Or a separate. Everybody knows. I just wanna make sure that they can't come back and say, well, the city needs to tell us, or whatever they were told they were told on on the the Js. Of the Npo. I'm like, and they were told in the email and

358

00:51:03.870 --> 00:51:12.899

Cooper City Hall: again. I can't give you a letter that you can bring to your meeting on Thursday. Go for it. I mean that says that we unanimously, hopefully support this, and

359

00:51:12.930 --> 00:51:35.179

Cooper City Hall: because after that, after the the woman whose name escapes me, I'm stuffy sent, said you know I it's a very hard to make the turns. I don't drive there as often as you all do. So, I said, you know, let me let me see. So I tried to make a left, and I'm like, Wow, she's 100, right there is. There is a blind. Then I went on the other side, and I didn't do it during school

360

00:51:35.448 --> 00:51:54.270

Cooper City Hall: release. But I just said, Let me just see if there's also a blind. There is the one problem that you're gonna have is the intersections do not mesh. And that's yeah. You're shake. He's shaking his head because he knows that's that's gonna be the problem. But again, we're working with F, Dot, and those are the ones that if they can. If anyone can get that moving

361

00:51:54.360 --> 00:52:17.860

Cooper City Hall: between them and and Steve Geller, we just need to encourage them. So I I think the encouragement is, it's going to be unanimous, I'm pretty sure. The difficulty that we keep being told is that you need a traffic study quote unquote, and the the traffic study was done once, if not twice, and the county came back saying, It's not sufficient.

362

00:52:17.970 --> 00:52:27.019

Cooper City Hall: and that's where we've asked Representative Geller to come to our aid. He's been trying, but I think the letter will be

363

00:52:27.150 --> 00:52:53.359

Cooper City Hall: better off for us, because it's the entire county commission. It's to Richard. Make sure it goes to Richard. I think it's exactly tweries in addition to the entire county, and the F. Dot, the Mpo faa alphabets. Well, they can. And I can show you a video of a car that's flying alright. Last time Geller had a his little town hall. Yeah, he brought

364

00:52:53.360 --> 00:53:09.509



Cooper City Hall: the county people and Greg and Geller gotten an argument with the county people, and they said that it didn't warrant. So we just, I guess, send the letters to everybody. Yeah. Can I ask the city attorney? The letter that I sent to F. Dot?

365

00:53:09.810 --> 00:53:36.789

Cooper City Hall: Do you care if I forward it to Mike everybody, or just send it to you, and then you can send it, because I don't want to get into any either way. You you are welcome to send it directly, or you can send it to the clerk, and she will distribute it. Okay, that makes me feel better. No offense. I have motion regarding the letter to be forwarded to the individuals that we've already stated. Do I have second on that second call about. Excuse me, Commissioner Green. Anything. No, no! Go call

366

00:53:36.940 --> 00:53:52.240

Cooper City Hall: Commissioner Malozi. Yes, Commissioner Kasman, Commissioner Schroder, Commissioner Green, Mayor Ross. Yes. Is that including the Faa? No, thank you. Moving on to item number 14, do I have motion to approve the execution of the Corndino group.

367

00:53:52.240 --> 00:54:09.510

Cooper City Hall: Inc. Task work, order for traffic, operational analysis, and the preparation of plans and permitting for construction of a roundabout at the hay. It is road, the Northeast Lake road. Excuse me. Northeast Lake Boulevard, intersection in the amount of \$149,750

368

00:54:09.570 --> 00:54:14.020

Cooper City Hall: motion to approve by Commissioner, and second by Captain

369

00:54:14.070 --> 00:54:27.790

Cooper City Hall: okay, or anything. This is what they the neighborhoods wanted. I know, nbc. Lakes said, that they supported this Rod Creek said they supported this. It's been in the works for too many years. Let's move forward.

370

00:54:28.010 --> 00:54:29.520

Cooper City Hall: Commissioner Katherine.

371

00:54:29.760 --> 00:54:36.480

Cooper City Hall: Yep, I agree that we received letters from both hoas and supporting this, and I know we've engaged

372

00:54:36.970 --> 00:54:39.890

Cooper City Hall: representatives from both communities

373

00:54:40.210 --> 00:54:53.111

Cooper City Hall: to support the to talk about the logistics. Now, this is just again to prepare the plans. This is not an implementation at this point. I also wanna mention on the record that there's no

374

00:54:54.910 --> 00:54:56.500

Cooper City Hall: it. There's

375

00:54:56.850 --> 00:55:13.019

Cooper City Hall: I get questions about putting in a traffic light at this location that has been denied by the county nf, dot, that that is not a pop a possibility under any circumstances. Obviously, some people would like that. It's just not. They're not gonna ever allow that.

376

00:55:13.060 --> 00:55:13.840

Cooper City Hall: So

377

00:55:15.680 --> 00:55:21.810

Cooper City Hall: and we've received almost a million dollars from the State to construct this. So this is again just the planning.

378

00:55:22.256 --> 00:55:26.119

Cooper City Hall: And I support this. Thank you very much, Commissioner Green.

379

00:55:26.180 --> 00:55:27.340

Cooper City Hall: I'm good, sir.

380

00:55:27.490 --> 00:55:31.880

Cooper City Hall: and Commissioner Malosi, I wholeheartedly

381

00:55:31.970 --> 00:55:34.209

Cooper City Hall: support this. There are

382

00:55:35.620 --> 00:55:38.719

Cooper City Hall: out of any alternatives that are there.

383

00:55:39.020 --> 00:55:44.539

Cooper City Hall: We can't have a light. We can't have you can't have a chicane.

384

00:55:45.246 --> 00:55:47.979

Cooper City Hall: The roundabout is the safest.

385

00:55:48.460 --> 00:55:52.557

Cooper City Hall: From what our traffic studies have said, from what the the

386

00:55:53.010 --> 00:56:21.440

Cooper City Hall: The specialists have said, the safest way to get across to make left hand turns, and while many people that live either in Rock Creek or Embassy. There are several. I've heard several people that are not happy about this, because they said, Oh, people need to stop at the stop signs. This is going to make traffic slower if this makes traffic slower and it enables children to ride bicycles and and and increases their safety.

387

00:56:22.250 --> 00:56:29.800

Cooper City Hall: I'm okay with that. And I understand that no one wants to be stuck. I think that there will be a learning curve

388

00:56:29.920 --> 00:56:33.880

Cooper City Hall: and and no pun intended on the curve, but

389

00:56:34.390 --> 00:56:41.199

Cooper City Hall: because in this city. We are not used to roundabouts, but I think once that initial

390

00:56:41.440 --> 00:56:43.500

Cooper City Hall: timeframe passes.

391

00:56:44.030 --> 00:56:53.729

Cooper City Hall: people are just. It's going to be fine. People are not going to stop. They're going to. They're going to slow down. It's going to have the desired effect.

392

00:56:54.150 --> 00:57:04.699

Cooper City Hall: and everybody will embrace it, and it will be okay. It will, it will be safer for everybody involved. And it's really the only thing we can do in that area.

393

00:57:05.050 --> 00:57:06.579

Cooper City Hall: So I am

394

00:57:06.870 --> 00:57:08.819

Cooper City Hall: 100% for it.

395

00:57:09.280 --> 00:57:17.909

Cooper City Hall: I thank you. And not only am I for it. I've advocated as as commission catchman has up in Tallahassee.

396

00:57:18.470 --> 00:57:20.270

Cooper City Hall: so I

397

00:57:20.600 --> 00:57:23.340

Cooper City Hall: know that's what the residents wanted.

398

00:57:23.510 --> 00:57:25.909

Cooper City Hall: I know that's what we intend on giving them.

399

00:57:26.000 --> 00:57:27.809

Cooper City Hall: So call the vote

400

00:57:28.490 --> 00:57:35.960

Cooper City Hall: Commissioner Malaury. Yes, Commissioner Katsman. Yes, Commissioner Schouder, Commissioner Green. Yes, Mayor Ross. Yes.

401

00:57:35.990 --> 00:57:47.369

Cooper City Hall: moving on to item number 15, discussion and possible action on updating the investment policy, changing the bank operating account and transferring funds to institutions providing higher rates of return.

402

00:57:47.560 --> 00:57:48.390

Cooper City Hall: Irwin.

403

00:57:57.650 --> 00:57:59.080

Cooper City Hall: the

404

00:57:59.700 --> 00:58:01.170

Cooper City Hall: have the slides available.

405

00:58:01.190 --> 00:58:04.089

Cooper City Hall: We have the Powerpoint on that. Here we go. Okay.

406

00:58:04.940 --> 00:58:10.769

Cooper City Hall: So the first thing I want to discuss is the as as about our operating account. Currently, we're using Bank of America.

407

00:58:11.040 --> 00:58:17.309

Cooper City Hall: And if you look on the first slide on the which is in the green color.

408

00:58:17.370 --> 00:58:19.200

Cooper City Hall: You can see that

409

00:58:19.270 --> 00:58:24.339

Cooper City Hall: the way Bank of America works is every for every bank you have to keep a minimum balance on hand

410

00:58:24.430 --> 00:58:31.469

Cooper City Hall: and off that enough to cover it with each charges, analysis, fee, and analysis fees. Normally between \$48,000 a month.

411

00:58:32.020 --> 00:58:35.359

Cooper City Hall: Now, if you look at the chart. You can see in the month of January

412

00:58:35.870 --> 00:58:46.439

Cooper City Hall: that that there was 27 million dollars over the excess. Well, unfortunately, Bank of America kept the interest on that money they did not.

413

00:58:47.258 --> 00:58:49.939

Cooper City Hall: None of that might have went to the city.

414

00:58:50.820 --> 00:58:56.760

Cooper City Hall: So based on that and I went ahead and I started talking to other banks

415

00:58:57.020 --> 00:59:07.010

Cooper City Hall: to find that where we could get a better rate of return. And if you, if you look at the bottom of the page. Right now, if I look at if we take the excess funds that were above what the minimum requirement is.

416



00:59:07.380 --> 00:59:11.739

Cooper City Hall: and at a 4% interest which is really a lower rate than what the current rate is.

417

00:59:12.465 --> 00:59:16.810

Cooper City Hall: We lost \$697,000 in interest income revenue

418

00:59:16.850 --> 00:59:19.199

Cooper City Hall: that we could use for our general fund.

419

00:59:19.280 --> 00:59:21.299

Cooper City Hall: and that is a substantial amount.

420

00:59:22.060 --> 00:59:27.179

Cooper City Hall: So when I saw that I started to talk to all the banks to see where we could get a better rate of return.

421

00:59:27.580 --> 00:59:29.280

Cooper City Hall: and we turned the page.

422

00:59:29.430 --> 00:59:32.749

Cooper City Hall: So this is first proposal from City National Bank.

423

00:59:33.260 --> 00:59:37.309

Cooper City Hall: where you can see that our yield

424

00:59:38.070 --> 00:59:41.980

Cooper City Hall: will be \$56,482 per month.

425

00:59:42.080 --> 00:59:50.840

Cooper City Hall: based on an interest rate of 5.0 5. So what they're going to do is, we'll keep a minimum balance of 4.8 million

426

00:59:50.930 --> 01:00:01.529

Cooper City Hall: in the operating account. Everything else would be kept in a money market account, and we would just sweep the money into the operating account as it's needed, so that money market account could generate as much interest as possible.

427

01:00:02.240 --> 01:00:05.589

Cooper City Hall: So that's 56,004, 82,

428

01:00:06.050 --> 01:00:16.610

Cooper City Hall: and if you turn the page, we had another proposal for Bank of America, which came at a little lower at 56,355 Td, I'm sorry. Td. I apologize.

429

01:00:17.780 --> 01:00:21.420

Cooper City Hall: So they came in. 56, 3, 55, just a little bit lower

430

01:00:21.930 --> 01:00:28.329

Cooper City Hall: the the thing I like about Cnb. Is not only they're going to give us a better yield, but in their pricing

431

01:00:28.360 --> 01:00:32.430

Cooper City Hall: they've also included as an example of Smart, save that we keep here at the city

432

01:00:32.490 --> 01:00:39.560

Cooper City Hall: right now we have Alex going to the bank on a daily but a daily basis, carry cash, which is not a very good idea, not very safe.

433

01:00:39.700 --> 01:00:47.470

Cooper City Hall: and by having a smart safe, the money accumulates here with the smart safe, they send Garda once a week to pick it up, and then every all phones are fully protected.

434

01:00:47.560 --> 01:00:58.010

Cooper City Hall: So right now the the Cnb. Has given us a better proposal, and I will call Td. Bank up to make sure. You know, if they can sweeten their offer

435

01:00:58.200 --> 01:01:01.660

Cooper City Hall: a little more before we make any decisions. Thank you.

436

01:01:01.730 --> 01:01:18.440

Cooper City Hall: And did I have a question, did you contact Bank of America and ask them to explain why they refuse to tender what is literally, rightfully ours. You think that that works there. I can guarantee. I'd like to hear their explanation. They knew exactly what they were doing.

437

01:01:18.570 --> 01:01:30.129

Cooper City Hall: Okay? And I think the issue was is I I contacted them several times, never got a response. Late last week I got a call from the bank, saying, now they want to meet with me. But at this point I have no interest in meeting with them.

438

01:01:31.180 --> 01:01:33.491

Cooper City Hall: Thank you. Okay, one.

439

01:01:35.070 --> 01:01:39.639

Cooper City Hall: I just in general want to get a copy of things we're looking at, because

440

01:01:39.850 --> 01:01:50.199

Cooper City Hall: this is like, what was that other bank you said you liked on here? City National Bank. That's not on. No, it's okay. It was one before we're in the computer.

441

01:01:51.000 --> 01:01:53.280

Cooper City Hall: Which one and the computer, where's it at? Oh.

442

01:01:54.320 --> 01:01:56.820

Cooper City Hall: no, I'm looking at it off off the screen.

443

01:01:57.060 --> 01:01:59.740

Cooper City Hall: Yeah, okay, so I guess it's not you. But

444

01:02:01.950 --> 01:02:03.909

Cooper City Hall: I don't want whatever.

445

01:02:04.856 --> 01:02:10.459

Cooper City Hall: The investment policy. Yeah. Get rid of Bank of America. But you know that the so the presentation, not the same.

446

01:02:10.823 --> 01:02:14.060

Cooper City Hall: the presentation that you're showing us isn't isn't the same

447

01:02:14.090 --> 01:02:23.749

Cooper City Hall: that we that page we don't have that page with that, whatever bank you're talking about or you should. It's the it's like, it's in the package. I'm pretty sure I read that. Yeah, well, it's not not in my package.

448

01:02:23.840 --> 01:02:25.670

Cooper City Hall: Okay, whatever.

449

01:02:27.740 --> 01:02:33.969

Cooper City Hall: yeah, the one that won't feel like I'm getting gasolit. You know that one on the screen, the City National Bank. Okay? So

450

01:02:34.310 --> 01:02:42.469

Cooper City Hall: yeah, that one didn't make it to ours. But the investment policy. Okay? So that was the next question. I'm sorry to interrupt you is the investment policy.

451

01:02:42.540 --> 01:02:51.089

Cooper City Hall: So when I took a look at the investment policy. It's a standard policy that's really given up by the Fgoa that most cities are in South Florida are using.

452

01:02:51.120 --> 01:02:53.369

Cooper City Hall: I took a look at the policy.

453

01:02:53.400 --> 01:02:56.909

Cooper City Hall: and if you can switch the page to be for the

454

01:02:57.010 --> 01:03:05.089

Cooper City Hall: next one, so if you go to, or when, if you go to authorized investment institutions and dealers. You added the word in there.

455

01:03:07.180 --> 01:03:09.930

Cooper City Hall: It's like, it's gonna be your new number 9,

456

01:03:10.240 --> 01:03:16.210

Cooper City Hall: unless you could pull it up on the policy, or you can look at it with me, which says the following.

457

01:03:16.250 --> 01:03:21.939

Cooper City Hall: from the following qual, you added the word, the following qualified institutions and investment

458

01:03:22.120 --> 01:03:23.919

Cooper City Hall: institutions that are.

459

01:03:24.090 --> 01:03:25.979

Cooper City Hall: And and I didn't see like a list

460

01:03:28.090 --> 01:03:32.439

Cooper City Hall: of the of the you don't have the of the qualified public depository you're talking about.

461

01:03:33.350 --> 01:03:37.750

Cooper City Hall: Yeah, I just wanna make sure I'm like reading, remember? Okay.

462

01:03:38.790 --> 01:03:46.979

Cooper City Hall: Mosa banks in South Florida are are part of the the yeah. No, I'm just making the way of read. And maybe I'm not reading it right.

463

01:03:48.190 --> 01:03:49.250

Cooper City Hall: Jacob.

464

01:03:49.320 --> 01:03:51.480

Cooper City Hall: if you look at

465

01:03:52.250 --> 01:04:16.590

Cooper City Hall: page 5 on the proposed change, is that supposed to reference things? Or is that just the one that it's worded. It would suggest that there's a a number of depositories to be listed that are authorized to be utilized by the city. Yeah, I'm just yeah. Well, you added it. So I'm not sure if there's a reason for it, if I'm missing it, or if it just needs to be. Yeah, whatever one makes sense.

466

01:04:16.600 --> 01:04:24.310

Cooper City Hall: Now, when we when we look at the investment policy, first of all, we weren't even adhering to the one we currently have. That's the first point.

467

01:04:24.600 --> 01:04:30.649

Cooper City Hall: So I took a look at what the allocation was, and the one thing missing. Could you go to the next screen? Because what we have now this meeting.

468

01:04:31.200 --> 01:04:48.259



Cooper City Hall: Okay, the if you can look at the bottom, you can see, I added, the qualified public depository accounts, which is probably the safest investment we can have, because with the Qpd. If a bank fails, the other banks have to kick in and make up the difference. So your money is your money secured? I'm just confused because the last finance guy argues about it.

469

01:04:48.630 --> 01:04:50.149

Cooper City Hall: When I brought that point up.

470

01:04:51.640 --> 01:04:56.589

Cooper City Hall: So you're politely saying he was wrong. He was wrong, and you were right then.

471

01:04:56.670 --> 01:05:12.930

Cooper City Hall: Now we can all go home. I'm okay with the, with the revisions to this. If you remove the and or as well. Yeah. And then the only other thing I changed is, the maturities were too long a 10 years. I reduced it down to 5 years.

472

01:05:13.520 --> 01:05:17.209

Cooper City Hall: and on the public depositors. I put that the

473

01:05:17.330 --> 01:05:31.799

Cooper City Hall: you could put 100, and if you want it, we're not gonna allocate all of it to Qp's. But a good portion. The only limitation I put is on number one is that whatever bank we use as our operating account obviously is going to be exempt from that limitation of not putting more than 30,

474

01:05:32.170 --> 01:05:56.189

Cooper City Hall: and then the rest is going to be split between. It'll be the lgips, you know. The pooled interest accounts, which is the safest investments you can have. You're gonna have money and investments which includes the counties, the school boards, etc, safe, you know, safe and best, not again, not as safe as a Qpd. But safer than most other investments that are available. So the reason I brought this to your attention tonight is to get to permission number one is to

475

01:05:56.190 --> 01:06:06.409

Cooper City Hall: to go ahead and change the bank accounts so we can get. We start earning the yield that we deserve to be earning, and the second is to if you look at the can you go to the next page?

476

01:06:07.510 --> 01:06:13.459

Cooper City Hall: So what I'd like to do is divest ourselves of the bonds which are holding, which right now are giving us really no yield at all.

477

01:06:14.140 --> 01:06:19.450

Cooper City Hall: So let me take this into parts. I would like to make a motion to approve the investment policy

478

01:06:19.730 --> 01:06:27.540

Cooper City Hall: with, as as amended by staff, with those couple of revisions that you recommend. Yes, removing the indoors and the and that fall everything. Do I have a second to that?

479

01:06:27.780 --> 01:06:28.820

Cooper City Hall: I'll second it

480

01:06:29.620 --> 01:06:31.259

Cooper City Hall: any further discussion.

481

01:06:31.300 --> 01:06:34.599

Cooper City Hall: Hearing none call about yeah. The investment policy.

482

01:06:37.320 --> 01:06:40.179

Cooper City Hall: Commissioner Maloza. Yes, Commissioner Katzman. Yes.

483

01:06:40.930 --> 01:06:43.580

Cooper City Hall: Commissioner Schroder. Yes, Commissioner Green.

484

01:06:44.030 --> 01:06:45.519

Cooper City Hall: Mayor Ross. Yes.

485

01:06:46.360 --> 01:06:50.090

Cooper City Hall: second motion. What's the second thing you needed us to vote on.

486

01:06:50.360 --> 01:07:08.589

Cooper City Hall: I don't know, really, if you have to vote on it. I was just letting you know it was really to inform you that I am, you know, planning to change operating accounts. And here's why I'm planning to change them. I think it's you should do it sooner than later. Yeah. What's 3 quarters of a million dollars amongst friends.

487

01:07:09.050 --> 01:07:13.010

Cooper City Hall: Well, you know, \$700,000. Here are several

488

01:07:13.160 --> 01:07:16.119

Cooper City Hall: funding several positions within the city. I agree.

489

01:07:16.450 --> 01:07:18.080

Cooper City Hall: And I appreciate the effort.

490

01:07:18.630 --> 01:07:19.300

Cooper City Hall: Okay.

491

01:07:19.490 --> 01:07:20.860

Cooper City Hall: that was it. Thank you very much.

492

01:07:20.970 --> 01:07:36.799

Cooper City Hall: If if there's no objection. Again, the the finance director manager and I talked about whether this was even something that required commission approval. We all agreed it was certainly something worthy of notification. Again, if there's no objection based on that consensus that the manager and your finance director has that authority

493

01:07:37.270 --> 01:08:01.379

Cooper City Hall: moving on time? Number 16, do I have motion to approve and authorize a piggyback agreement from Broward County contract number and d. 2, 1, 2, 2, 2, 2 0 0 B, 2 water meters and repair

parts with Consolidated Pipe and Supply Company in the amount of \$359,362 for the purchase of Zener water meters by commission. By.

494

01:08:02.410 --> 01:08:03.570

Cooper City Hall: I'll second it.

495

01:08:05.030 --> 01:08:06.450

Cooper City Hall: Commissioner Lowsing.

496

01:08:08.640 --> 01:08:20.529

Cooper City Hall: Just know that I like you as a person. Thank you so much. Okay, not not as an employee, not well, no, no, no, I I didn't say that you did. This item

497

01:08:21.370 --> 01:08:25.090

Cooper City Hall: I do not like in any way, shape or form whatsoever. So

498

01:08:25.340 --> 01:08:28.512

Cooper City Hall: oh, my goodness! Let's see where to where to begin.

499

01:08:31.090 --> 01:08:33.050

Cooper City Hall: I read it. I had issues

500

01:08:33.180 --> 01:08:34.569

Cooper City Hall: I spoke to.

501

01:08:34.729 --> 01:08:36.509

Cooper City Hall: I spoke to Mr. Gross

502

01:08:36.600 --> 01:08:38.309

Cooper City Hall: I spoke to

503

01:08:38.760 --> 01:08:44.490

Cooper City Hall: oh, my goodness A nice gentleman down in Dave County. I spoke to

504

01:08:45.020 --> 01:08:46.529

Cooper City Hall: what did you call him?

505

01:08:46.760 --> 01:08:58.729

Cooper City Hall: Him? Yes, I called him. I don't know if we have the same him, but I did call a nice gentleman in Day County. Well, the guy he's the one he told us about. Yes, okay. I called a very. I called up utility.

506

01:08:59.985 --> 01:09:02.039

Cooper City Hall: I spoke to

507

01:09:03.683 --> 01:09:07.420

Cooper City Hall: several people from Badger. I spoke to

508

01:09:07.500 --> 01:09:12.210

Cooper City Hall: 2 other utilities directors, and then I spoke to some people in Punta border

509

01:09:13.450 --> 01:09:17.030

Cooper City Hall: because I've had such issues with this.

510

01:09:17.410 --> 01:09:18.460

Cooper City Hall: So

511

01:09:18.813 --> 01:09:21.859

Cooper City Hall: I'm not really sure where to start. So I'm going to breathe.

512

01:09:22.140 --> 01:09:24.040

Cooper City Hall: I'm gonna center myself.

513

01:09:24.430 --> 01:09:27.507

Cooper City Hall: and I'm not going to lose my mind one

514

01:09:29.422 --> 01:09:32.680

Cooper City Hall: I don't recall who said it, but we are

515

01:09:33.960 --> 01:09:39.849

Cooper City Hall: 3 water and 3. This is the third time we've had issues with water meters.

516

01:09:40.340 --> 01:09:42.990

Cooper City Hall: Now I understand there's a difference between

517

01:09:43.090 --> 01:09:44.750

Cooper City Hall: the electronic ones

518

01:09:44.810 --> 01:09:47.399

Cooper City Hall: and the ones that we're going to.

519

01:09:47.580 --> 01:09:50.219

Cooper City Hall: I'm okay with the ones in the ground.

520

01:09:51.290 --> 01:09:55.710

Cooper City Hall: I'm not okay with the company that you've recommended

521

01:09:55.890 --> 01:09:58.339



Cooper City Hall: for a multitude of reasons.

522

01:09:59.030 --> 01:10:04.490

Cooper City Hall: And I'm gonna quote the nice person who I have to look up his name. If I'm gonna

523

01:10:04.960 --> 01:10:08.689

Cooper City Hall: use it. I can't. I don't remember it off the top of my head. But the

524

01:10:09.080 --> 01:10:15.629

Cooper City Hall: the gentleman from Miami, who said to me, their procurement process is different than ours.

525

01:10:16.650 --> 01:10:19.699

Cooper City Hall: and he said something very, very

526

01:10:19.800 --> 01:10:31.830

Cooper City Hall: I that really made me think he was. Sometimes it's not necessarily saving the the 50 cents or the 20 cents, because in the long run, when you're not repurchasing something you've saved.

527

01:10:31.940 --> 01:10:33.320

Cooper City Hall: so much more

528

01:10:33.780 --> 01:10:42.020

Cooper City Hall: so with that being said, knowing in hindsight that this is the third go around for meters that have lost us

529

01:10:43.420 --> 01:10:46.160

Cooper City Hall: a lot of money, and let's leave it at that.

530

01:10:48.800 --> 01:10:52.659

Cooper City Hall: These meters do not have a very good reputation.

531

01:10:54.210 --> 01:10:55.670

Cooper City Hall: They are

532

01:10:57.010 --> 01:10:58.289

Cooper City Hall: high priced.

533

01:10:59.160 --> 01:11:00.210

Cooper City Hall: they

534

01:11:00.670 --> 01:11:09.409

Cooper City Hall: do not, they do not have a good reputation, they are high priced, they are their guarantee is not great. Their turnaround time is not great.

535

01:11:09.844 --> 01:11:24.430

Cooper City Hall: Again. I'm going to go back to the nice gentleman in Miami that said that anyone that we wanted to purchase they would they have testing facilities there because they have so many, 300,000 meters

536

01:11:24.730 --> 01:11:31.229

Cooper City Hall: throughout? Because they do all of Dade, and they have their own testing facilities which I thought was phenomenal.

537

01:11:31.290 --> 01:11:35.719

Cooper City Hall: and they would anything that we were interested in in looking at.

538

01:11:36.190 --> 01:11:43.309

Cooper City Hall: We could give them the meters, and they would test it for us and give us the results just because

539

01:11:43.380 --> 01:12:02.318

Cooper City Hall: they have no just to be nice, because they don't want to see any municipality go through anything. They don't purchase anything without extensive tests. The meters that they are using they currently have tested in South Beach and another

540

01:12:03.080 --> 01:12:04.580

Cooper City Hall: part of jade.

541

01:12:04.620 --> 01:12:06.939

Cooper City Hall: and they are looking at purchasing.

542

01:12:07.040 --> 01:12:11.550

Cooper City Hall: I believe it was 300 million dollars

543

01:12:12.220 --> 01:12:13.679

Cooper City Hall: that in the next

544

01:12:13.880 --> 01:12:18.400

Cooper City Hall: couple of years they are implementing 300 million dollars worth of new meters.

545

01:12:18.940 --> 01:12:21.410

Cooper City Hall: But let me tell you what he said about Badger.

546

01:12:21.860 --> 01:12:23.270

Cooper City Hall: and I'm not

547

01:12:23.560 --> 01:12:30.530

Cooper City Hall: advocating one over the other. Actually, I am advocating anything over this company, my dog over this company, and

548

01:12:30.630 --> 01:12:35.699

Cooper City Hall: my dog went to the bathroom in the house. So one of them's not my favorite one on the plane, but

549

01:12:36.150 --> 01:12:39.889

Cooper City Hall: the doctor's been around for a hundred 10 years.

550

01:12:41.001 --> 01:12:43.809

Cooper City Hall: I spoke to one of the representatives

551

01:12:45.130 --> 01:12:46.490

Cooper City Hall: their prices

552

01:12:46.890 --> 01:12:47.820

Cooper City Hall: for the

553

01:12:48.870 --> 01:12:49.890

Cooper City Hall: same.

554

01:12:50.290 --> 01:12:53.599

Cooper City Hall: What would be, I hate to say same quality, because it's not.

555

01:12:53.620 --> 01:12:59.200

Cooper City Hall: but for what would be, in my opinion, superior quality. But a same type of meter

556

01:12:59.270 --> 01:13:01.680

Cooper City Hall: is a dollar less than what we're paying.

557

01:13:02.080 --> 01:13:04.590

Cooper City Hall: The side valve

558

01:13:04.660 --> 01:13:08.650

Cooper City Hall: check valve still would work that we're getting from Ferguson.

559

01:13:11.220 --> 01:13:14.560

Cooper City Hall: I'm not going to sell you. You're the man that knows everything.

560

01:13:14.670 --> 01:13:25.789

Cooper City Hall: But I'm going to tell you that I'm a hundred percent against this. And if you were to pull this and do more research on it and speak to the people in Punta Gorda that I spoke to

561

01:13:25.840 --> 01:13:45.589

Cooper City Hall: that have said that these machines that we have in front of us are a cluster to the tenth degree, and I know that the mayor's going to be upset with what with what I'm saying. But I will tell you. If I had the information. I had the worst allergies last week. I could not clear my ears.

562

01:13:45.760 --> 01:13:47.219

Cooper City Hall: I sounded

563

01:13:47.330 --> 01:13:49.669

Cooper City Hall: 110% worse than this.

564

01:13:50.320 --> 01:13:53.290

Cooper City Hall: and I really did the majority of my

565

01:13:53.800 --> 01:13:57.220

Cooper City Hall: research late yesterday and today.

566

01:13:57.550 --> 01:14:03.229

Cooper City Hall: So for me to send you something today would have just infuriated you even more.

567

01:14:03.270 --> 01:14:12.139

Cooper City Hall: And I didn't do it, because I said if I send this to him now, he's not going to read it. He's just going to get cranky, so I figured I would bring this up hope that I could

568

01:14:15.060 --> 01:14:17.859

Cooper City Hall: hopefully convince someone to listen.

569

01:14:17.880 --> 01:14:24.619

Cooper City Hall: trust, and then I could very happily send everything that I got late this afternoon.

570

01:14:24.830 --> 01:14:35.670

Cooper City Hall: and I will gladly send it to Tedra, who can disperse everything. I don't expect anyone again, not contagious allergies.

571

01:14:35.680 --> 01:14:43.269

Cooper City Hall: I don't expect anyone to take me at my word, but I have news articles of Punta Borda going through Hades and back

572

01:14:43.470 --> 01:14:47.259

Cooper City Hall: from what we're dealing with, what we're looking to spend

573

01:14:47.400 --> 01:14:48.850

Cooper City Hall: more money.

574

01:14:48.980 --> 01:14:54.769

Cooper City Hall: and and I don't want to see that happen to us. Stop, I listen to you. Go on and on.

575

01:14:54.860 --> 01:15:07.439

Cooper City Hall: Multiple times. Address, address address the chair, not the committee, but he's addressing you all. I'm addressing him.



576

01:15:07.560 --> 01:15:13.319

Cooper City Hall: if you would again humor me, I love you madly, said in the nicest possible way.

577

01:15:13.520 --> 01:15:14.980

Cooper City Hall: Take this back.

578

01:15:15.210 --> 01:15:25.220

Cooper City Hall: I'll give you all the research I have. I will let you talk to everyone that I've spoken to. I'll give you A list you could speak to vendors. You could speak to cities

579

01:15:25.840 --> 01:15:36.940

Cooper City Hall: and then come back, and if you and I want to sit down when I can breathe, and I don't sound horrible. I will gladly sit down and go point by point with you.

580

01:15:37.650 --> 01:15:51.889

Cooper City Hall: I really appreciate your generous of truly, but we did our due diligence as well. We did our due diligence. I contacted Mr. Pilly. I spoke to him about 20 min.

581

01:15:52.040 --> 01:16:02.980

Cooper City Hall: and first of all he don't, but he he was in agreement that the concept that we're moving towards it's good for us. And this is a right decision, not as far as Brand.

582

01:16:03.190 --> 01:16:23.509

Cooper City Hall: And then I ask about Zener. Mr. Gross, you know, brought that point, and I really appreciate that. So I did follow up on that, he said. We last time we tested zoom. I believe it was in 2,015, and we don't have any zoom intermediary in our operation. They have mix of meters in their operation, because they have huge operation

583

01:16:23.630 --> 01:16:32.069

Cooper City Hall: which just makes sense. So we did contacted Neptune, Badger, Zinner, all of them at the same time.

584

01:16:32.080 --> 01:16:44.810

Cooper City Hall: Yes, Brower County have a same test bench, too, and they're using Zener because they meet all the certification. They have all the, you know, qualification as well during the market, and other competitor using Zener as well.

585

01:16:44.870 --> 01:16:57.120

Cooper City Hall: So we contacted their staff as well. And they, you know, inform our supervisor that they're happy, and our supervisor previously worked in water distribution system in Broadcaring, Mr. Mike Stanton.

586

01:16:57.340 --> 01:17:11.810

Cooper City Hall: So I spoke to the same person from Badger. Even today he not over the phone. He emailed me. We communicated via LinkedIn together, and he sent me the pricing. Yes, \$1 less.

587

01:17:11.980 --> 01:17:19.250

Cooper City Hall: but the other one was the plastic 1 \$78. They don't have any active contract that I can pick you back.

588

01:17:19.400 --> 01:17:47.130

Cooper City Hall: So I have restriction on my book as far as procurement, so I have to follow the code as well. So I inquire them. Any of you guys, if you have any active contract, he offered solar source to us. This is not solo source, because we don't have any badger, so it's not kind to client replacement. So I have an option which is, put it out on the street. It will take more time we will lose more money, and that's a reality. They're all come with 10 to 15 years warranty.

589

01:17:47.260 --> 01:17:59.020

Cooper City Hall: and so far all our manual meter within the last 2 years we purchased advancing, or in our system as well. So I'm not saying this is the best or the other one is better or bad.

590

01:17:59.190 --> 01:18:03.610

Cooper City Hall: But what I'm saying, what's available to me? This is what I could get.

591

01:18:03.780 --> 01:18:10.669

Cooper City Hall: But if if commission does, the description is to spend more time for us to do more research, I would be happy to do so.

592

01:18:10.750 --> 01:18:13.389

Cooper City Hall: Can I reply, or am I done? You're done.

593

01:18:13.600 --> 01:18:15.460

Cooper City Hall: I go okay.

594

01:18:18.182 --> 01:18:22.629

Cooper City Hall: you feel comfortable with what you've done, as far as your due diligence.

595

01:18:23.390 --> 01:18:34.369

Cooper City Hall: Yes, sir, it may not be the best brand in the market, but at the same time Neptune is over \$100. Well, I would rather to spend money on Neptune, but I need double money.

596

01:18:34.610 --> 01:18:35.610

Cooper City Hall: By instance.

597

01:18:36.090 --> 01:18:43.280

Cooper City Hall: Do you feel giving if we defer this. Do you feel that that would be in the best interest of Coop City and Coop City residents?

598

01:18:43.690 --> 01:19:11.320

Cooper City Hall: Well, the, for instance, comparison between Badger and this one. If you wanna do the solicitation resource and the time and effort we wanna put it's gonna adds up quickly, plus the revenue that will start losing. So it's gonna be. It's it's in same bubble. It's not half of the price. But if Commission desire, you know, to go with that, we will, you know. Put it out on the street, and I will contact them again if they have any active contractors to apply. Do you feel comfortable with your recommendation?

599

01:19:11.690 --> 01:19:12.640

Cooper City Hall: I do.

600

01:19:13.160 --> 01:19:15.180

Cooper City Hall: I have nothing further. Commissioner Charter.

601

01:19:18.000 --> 01:19:22.399

Cooper City Hall: first let me just see on the pricing because the

602

01:19:24.700 --> 01:19:26.340

Cooper City Hall: the county one

603

01:19:26.880 --> 01:19:36.180

Cooper City Hall: look like it was. I didn't. I didn't see the \$65 thing, you know, like it didn't say the product on it number so. And I'm looking at the the size.

604

01:19:37.140 --> 01:19:38.180

Cooper City Hall: You know

605

01:19:38.920 --> 01:19:42.920

Cooper City Hall: we're in like the piggyback contract is the \$65 one. Does that make sense?

606

01:19:44.920 --> 01:19:48.520

Cooper City Hall: I want to make sure the price is the same as the county one. When I look at the county bid.

607

01:19:48.810 --> 01:19:55.429

Cooper City Hall: I don't see that that pricing come with the discounted rate on it on the lawyer that they supplied as well.

608

01:19:56.160 --> 01:20:05.770

Cooper City Hall: 20% discount on their proposal proposal. So the line item, actual price is 20% higher. So we're even getting it, 20% less than what county?

609

01:20:06.470 --> 01:20:09.590

Cooper City Hall: Okay? And you know, I'm really.

610

01:20:09.770 --> 01:20:25.280

Cooper City Hall: Doc, because I agree with everything. Commissioner Mills, you said, probably because I heard it from the same person. Mr. Gross. But I also I'm I'm more comfortable that you called Mr. Peely or Juan Pee, whatever his name was.

611

01:20:25.695 --> 01:20:30.539

Cooper City Hall: And I'm stuck between like wanting to fix it right away. Just so we stop losing money.

612

01:20:30.730 --> 01:20:40.020

Cooper City Hall: I this doesn't seem like the product, the end all be all product. Just seems like to me a temporary product until the stopgap, if that makes any sense.

613

01:20:40.430 --> 01:20:41.260

Cooper City Hall: you know.

614

01:20:41.310 --> 01:21:10.660

Cooper City Hall: And so like Neptune doesn't have the manual that much anymore. And they're doing encoder one with the K capacity to be extended to ami, you know, feature later on. But if we want to pay that, put it on the ground for 5 year, and later on come back and implement New Amr. We lost the warranty already on them, so there's no point on us investing on those you know. Approach. Okay? So I mean, I'm gonna based off of your personal recommendation. I'm gonna support it with.

615

01:21:11.520 --> 01:21:19.819

Cooper City Hall: you know, with all the reservations she has. But this is not the end. I'll be. All this should just be to fix whatever stop gap we have, and we should be

616

01:21:20.310 --> 01:21:26.899

Cooper City Hall: eventually moving toward this should not be a permanent solution. If that makes sense for working ones should not get replaced. With this

617

01:21:27.940 --> 01:21:41.889

Cooper City Hall: we have a very good warranty, and I attach the warranty 15 year with them legally binded, and any duration we can go after them.

618

01:21:42.850 --> 01:21:44.120

Cooper City Hall: Commission open.

619

01:21:44.320 --> 01:21:46.959

Cooper City Hall: Thank you, Commissioner, catching.

620

01:21:47.527 --> 01:21:50.392

Cooper City Hall: Thank you. I do have concerns.

621

01:21:50.920 --> 01:21:53.259

Cooper City Hall: Hearing what's been said today.

622

01:21:56.970 --> 01:21:57.820

Cooper City Hall: I

623

01:21:58.370 --> 01:22:02.189

Cooper City Hall: I'm weighing the fact that we're losing money every day

624

01:22:02.860 --> 01:22:05.060

Cooper City Hall: by not having working meters

625

01:22:05.350 --> 01:22:07.559

Cooper City Hall: versus installing meters that

626

01:22:07.830 --> 01:22:10.430



Cooper City Hall: from some accounts are not

627

01:22:10.870 --> 01:22:12.229

Cooper City Hall: going to work.

628

01:22:16.420 --> 01:22:18.570

Cooper City Hall: I'm gonna ask our city manager

629

01:22:19.510 --> 01:22:20.420

Cooper City Hall: if

630

01:22:20.960 --> 01:22:24.319

Cooper City Hall: you feel confident, as the leader

631

01:22:27.140 --> 01:22:32.310

Cooper City Hall: in us investing in these today. And will you stand by this investment?

632

01:22:33.060 --> 01:22:37.527

Cooper City Hall: Yeah, I mean, I think there is to Hamid's Point.

633

01:22:38.400 --> 01:22:46.380

Cooper City Hall: you you're talking about from a purchasing standpoint. You know you're talking about first of all, solely manual meters.

634

01:22:46.420 --> 01:22:50.509

Cooper City Hall: and we're not talking about hybrid meters, or am I digital meters?

635

01:22:50.940 --> 01:22:56.559

Cooper City Hall: And to Mead's point. I mean, you basically have 2 of the largest counties in America.

636

01:22:56.810 --> 01:23:01.259

Cooper City Hall: one of which uses, which is larger, uses brand A,

637

01:23:01.430 --> 01:23:06.759

Cooper City Hall: and the county we live in which is, you know, 2 million people that uses

638

01:23:07.010 --> 01:23:13.390

Cooper City Hall: this product that's before us. So it's, you know, I think, to Hamid's Point there is.

639

01:23:13.820 --> 01:23:19.000

Cooper City Hall: And this is not a new emerging, either. One of them, you know, there are not new emerging companies.

640

01:23:20.810 --> 01:23:29.610

Cooper City Hall: and I think and and Hami can correct me if I'm wrong. You know, our manual meters through this whole process, and multiple

641

01:23:29.640 --> 01:23:34.400

Cooper City Hall: implementations failed. Implementations of Am. I metering

642

01:23:34.940 --> 01:23:39.160

Cooper City Hall: our our track record for manual meters. Hameed has been

643

01:23:39.190 --> 01:23:46.360

Cooper City Hall: are very strong. Is that correct? True? Not the one that we recently installed, or within the last past 5 year

644

01:23:46.650 --> 01:24:00.640

Cooper City Hall: we have experience on broken glass on 25 years old meter on the ground. But that does. That doesn't mean they're not functioning. They're still function. We may need to clean the glass to for meter reader to start reading them. But they're counting.

645

01:24:02.480 --> 01:24:05.679

Cooper City Hall: And again, I'm not saying this is the best product.

646

01:24:05.750 --> 01:24:15.629

Cooper City Hall: but this is the best available one. That doesn't mean that they are the worst product in the market. They meet all the qualification certificates and all the standouts as well.

647

01:24:17.060 --> 01:24:25.449

Cooper City Hall: Yeah, I think back to your point, Commissioner Kasman. I would have. I would have more heartburn recommending it and going along with Hamid's recommendation.

648

01:24:26.056 --> 01:24:52.630

Cooper City Hall: If it were not for the fact that Broward County right here uses them and uses them, and has used them for quite some time, and by all accounts, I mean in your conversations with them. They have been pleased with the Zener product. We also sent them an email today, I'm waiting for Respond to give some feedback from them as far as the status, and there's experience with Zener to make sure and verbally they come from it over the phone to us. So I asked them to put it in writing for us.

649

01:24:52.630 --> 01:25:18.640

Cooper City Hall: But when I spoke with Mr. Polly they have never using their operation to tell me how much failure rate they have on Zina, he said. We just tested back in 2,015, when we know a lot of meter got changed, because, like back in 2, 2,020. All the meter became brass. Meter became let free product. So the whole teams got changed and lot of regulation came down the pipe. And you know, productions, you know, changed on a lot of vendors.

650

01:25:18.940 --> 01:25:29.600

Cooper City Hall: and I'll and I'll just a lot I was I just maybe one other comment I would share, you know, from from a timing standpoint, and maybe back to Commissioner Katzman's Point and Commissioner Schouder and Commissioner Muzzie's.

651

01:25:29.790 --> 01:25:36.690

Cooper City Hall: You know. Obviously there is there. Time is of the essence, but there is also, you know, there is.

652

01:25:36.940 --> 01:25:53.270

Cooper City Hall: you know, we meet again in a few weeks, you know, if there is, if there is a desire for us to get some additional information and bring more information back to you all, you know, we can certainly do that as well, it's not, I think, to Hamid's point. You know, this is not

653

01:25:53.270 --> 01:26:15.899

Cooper City Hall: some decisions we absolutely positively have to make at the same night of a meeting this. This decision is not one of those. Obviously there's a desire to get moving on a solution, but it does not have to be tonight. If there is uncomfortableness from the board, then we certainly can take a week or 2 to get some additional information and and sort out some of that.

654

01:26:16.170 --> 01:26:18.380

Cooper City Hall: Thank you commission along several

655

01:26:18.750 --> 01:26:19.760

Cooper City Hall: one.

656

01:26:20.350 --> 01:26:27.500

Cooper City Hall: From what I am told, the centimeters. The county uses are the electric kind, not the

657

01:26:28.070 --> 01:26:34.129

Cooper City Hall: manual kind that we're looking at. Number one. So you're comparing apples to oranges, not apples

658

01:26:34.680 --> 01:26:36.529

Cooper City Hall: to apples.

659

01:26:37.450 --> 01:26:38.680

Cooper City Hall: which county

660

01:26:39.100 --> 01:26:45.810

Cooper City Hall: Broward county, ma'am. That's what's listed in their contract. I'm I'm telling you that I'm

661

01:26:47.470 --> 01:26:49.739

Cooper City Hall: wait alone. Let me finish. One.

662

01:26:49.840 --> 01:26:50.780

Cooper City Hall: 2

663

01:26:51.710 --> 01:26:53.280

Cooper City Hall: we're comparing

664

01:26:53.320 --> 01:26:55.840

Cooper City Hall: 3 times, 4 times.

665

01:26:56.580 --> 01:26:59.009

Cooper City Hall: he said. It's not the best.

666

01:27:01.000 --> 01:27:14.879

Cooper City Hall: 4 times we have to stop the bleeding. You know what? But the bleeding has been going on for 2 years we have been losing massive amounts of money, and right now we're going to throw good money after bad.

667

01:27:14.920 --> 01:27:31.350

Cooper City Hall: and that's what I have an issue with. More than anything. I appreciate what he is doing by bringing this and changing it and moving forward. 100. But to to now spend 3, 60 to round up.

668

01:27:32.140 --> 01:27:33.070

Cooper City Hall: plus

669

01:27:33.360 --> 01:27:36.750

Cooper City Hall: people that have to that I have to pay.

670

01:27:36.820 --> 01:27:49.219

Cooper City Hall: ensure, etc, to to read, which I have to do, no matter what. But that's also not included in this. So that's also going to be more expenses that I'm incurring.

671

01:27:49.390 --> 01:27:54.939

Cooper City Hall: Now you're going to compare these meters. It's like comparing a yurt

672

01:27:54.970 --> 01:27:59.059

Cooper City Hall: to the Marriott Hotel. You cannot compare them.

673

01:28:00.370 --> 01:28:01.860

Cooper City Hall: I and wait

674

01:28:02.150 --> 01:28:04.280

Cooper City Hall: again, I said, before

675

01:28:05.370 --> 01:28:09.449

Cooper City Hall: the gentleman down in Miami said he would gladly test these.

676

01:28:09.650 --> 01:28:20.750

Cooper City Hall: Let them, because before I sit there, because the people that I spoke to on point of order said. They've taken badgers out of the ground in 20 years of using them.

677

01:28:21.200 --> 01:28:30.440



Cooper City Hall: and they're perfect. And they're still functioning. And they have no issues. No one said that about

678

01:28:30.670 --> 01:28:31.720

Cooper City Hall: Zener.

679

01:28:32.480 --> 01:28:35.830

Cooper City Hall: They've also said that the meters that they've taken out

680

01:28:37.200 --> 01:28:38.749

Cooper City Hall: they could resell.

681

01:28:39.070 --> 01:28:59.650

Cooper City Hall: So no one's saying that about Zener they're saying that they're horrible. They were having the issues, those part of them that I'm God! I can't even speak properly now. The part that was Zener were atrocious, the badger wonderful. And again, I'm not Comp. I don't wanna promote one brand over the other. I don't want to throw good money after bad.

682

01:28:59.860 --> 01:29:04.839

Cooper City Hall: and when I have a director saying it's not the best, and the reason that he likes it

683

01:29:04.850 --> 01:29:06.289

Cooper City Hall: is because

684

01:29:06.400 --> 01:29:08.400

Cooper City Hall: he has a contract

685

01:29:08.600 --> 01:29:30.820

Cooper City Hall: and can get them. That's not the reason to buy something when you're trying to stop the bleeding. It is, you know what? But the bleeding is there? So if you wanna buy, because we're only we're going to be able to install 50 because you had given us a timeline. We could only install so many for so long. So if you wanna buy 50,

686

01:29:31.090 --> 01:29:52.859

Cooper City Hall: because that's how long it's gonna take us to figure out what we're gonna do. Then I'm okay with 50. But that's all I'm okay with, and I even hate that is this requiring us to purchase all 300 and something, or allowing you to purchase up to 300,000 worth.

687

01:29:53.840 --> 01:30:18.210

Cooper City Hall: And I'm asking, that is, can we start? Can we buy some? If we apply this contract? Can we buy some? And you're and you're checking it out and issue the appeal. Only, you know, for 100 meter 50 better. Because what said to me when I say me what you had said to us the last time you were here was you had said to us that with our and I'm again. I'm sorry I'm stuffy with our limited resources.

688

01:30:18.960 --> 01:30:35.820

Cooper City Hall: We could not replace all of these 0 read meters right away, even though we would love to have it happen. We are a small municipality, and we do not have the manpower to do this? Yes, ma'am, so reality is from a

689

01:30:35.860 --> 01:30:37.400

Cooper City Hall: getting the meters

690

01:30:37.420 --> 01:30:43.150

Cooper City Hall: to installing. How long would it take to install? Let's say, 50 meters

691

01:30:43.560 --> 01:31:13.430

Cooper City Hall: with the with the manpower that we have. If we were to get supposedly everybody's running up, let's say a 2 week. Let's give everybody the benefit of the doubt a 2 week lead time. So let's say you get a Po the end of this week. 2 weeks after that you have your first 50 meters. How long does it take the city of Cooper City to install the first 50 meters in our residence homes less than less than a week? If we have it with our resources in house.

692

01:31:13.430 --> 01:31:22.860

Cooper City Hall: and we're doing it. We already, you know, in day-to-day operation we're purchasing phones. And to to your point, ma'am, Provo is 100% annual.

693

01:31:23.090 --> 01:31:32.359

Cooper City Hall: We heard all those you know rumor about Zener more on electronic site which were not then comparing apple to Orange.

694

01:31:32.470 --> 01:31:36.219

Cooper City Hall: And I would be happy. I will put it together because

695

01:31:36.250 --> 01:32:02.049

Cooper City Hall: we don't have the capacity. We don't have test match. I'm going to put it in the budget for next year. We don't have large operation like they can, but we'll invest that, and we'll utilize their, you know, capacity and help. Great. I can put together, itb together and put it out and see what comes out of. But what I would say is, can we approve this? And and you guys not issue the purchase order for the entire amount just an amount for that. You can handle it first.

696

01:32:02.120 --> 01:32:05.130

Cooper City Hall: And while you're continuing to look at

697

01:32:05.590 --> 01:32:08.100

Cooper City Hall: the other product and see if these work.

698

01:32:08.580 --> 01:32:36.159

Cooper City Hall: So what is saying is, once you issue all this, you could, you know, it's gonna take you a little bit of time. And so, instead of ordering, I don't think that's a proper push, whether we, if you're not going this with this brand fine, we will buy a time. We go do a research come back with another thing, but mixing it, bring into 3 different branding the operation we're trying to standardize as cities metered as well, we already have several different types of meters

699

01:32:36.180 --> 01:32:40.199

Cooper City Hall: correct. Most of our recent manual are Zena.

700

01:32:40.580 --> 01:32:47.759

Cooper City Hall: How many different meters do we currently have operating or not operating in the city currently

701

01:32:48.230 --> 01:32:55.100

Cooper City Hall: 3 different type. Yeah, so we have several different types of meters. So if we add a hundred

702

01:32:57.590 --> 01:33:04.620

Cooper City Hall: for grins and giggles, so that we can make sure that, in my opinion, we are safeguarding

703

01:33:05.050 --> 01:33:08.910

Cooper City Hall: our water resource, our our water resources.

704

01:33:09.320 --> 01:33:13.860

Cooper City Hall: our revenue, etc, with the best possible product.

705

01:33:15.440 --> 01:33:26.090

Cooper City Hall: There is a guarantee, because if the meter is not reading whatever type of meter, manual meter, I put every single mine I can collect the money based off the meter. Read that I count on it.

706

01:33:26.230 --> 01:33:39.680

Cooper City Hall: So whatever type of or brand of manual meter I put on the grant in replacement of defective electronic meter, no matter, regardless of Brand. I'll collect the money, because right now we're not collecting any money on those.

707

01:33:39.700 --> 01:33:53.010

Cooper City Hall: you know. Non 0 read meters. So even 100 of them. I still have 52 5,100 left, 5,400 left on the ground. But the reality is you can't do 5,100,

708

01:33:54.570 --> 01:34:09.580

Cooper City Hall: but we we already obtained a proposal for the replacement price, as well from contractors as well, to secure the service and come back for next meeting. If we're not doing it not fine, we will, you know, spend our time, come with different brand or approach.

709

01:34:09.630 --> 01:34:18.449

Cooper City Hall: and then, no matter what, we'll still need contractor to come. The complication on the replacement is not as easy. Just replace that is done.

710

01:34:18.710 --> 01:34:20.970

Cooper City Hall: We need to come with the routing

711

01:34:21.000 --> 01:34:41.710

Cooper City Hall: billing department needs to be on board with it the moment we deactivate any meters, and then put the brand new manual meter in the ground. We need to look at what's being collected or recorded on previous meter to back Bill, the customer. So there are a lot of, you know, implementation needed on the replacement

712

01:34:41.860 --> 01:34:58.619

Cooper City Hall: that require work, order system, and those contractor have that capacity, and I've done it for other cities, and we need to secure some professional work to come and quickly do that not to lose more money. But that's no matter. Whatever company you get, you still have to do that, no matter what.

713

01:34:58.690 --> 01:35:14.410

Cooper City Hall: So that has no bearing on the argument tonight, but if we put it out to bid, it's gonna take it's gonna take. I'm not saying we have to put it out to bid and choice. You don't know that he's saying, he said. He called the other ones. They don't have those other ones on a on a government contract. Okay. But again, you're calling someone.

714

01:35:14.550 --> 01:35:38.120

Cooper City Hall: Give them. Let them give. I don't believe that a company that's been in business 100. Anyone else have anything new to add, I just wanna clarify you said that you called Badger, and they don't have they? They didn't. I spoke to the Badger person remotely on LinkedIn and email.

715

01:35:38.360 --> 01:35:49.359

Cooper City Hall: he sent me the list of price and product. And he said, I don't have any active contract. But you know, I can obtain solar source. Okay? Yeah, because I mean because that I think

716

01:35:49.370 --> 01:36:08.819

Cooper City Hall: I don't know that I also talked to Date County and see if they have any available option for us to pick you back. They have different procurement method. They have a standard vendor list that they approve at the beginning of the year.

717

01:36:08.830 --> 01:36:12.730

Cooper City Hall: But we can't piggyback off that. So that's not an option for us.

718

01:36:12.820 --> 01:36:21.009

Cooper City Hall: Point of information. Point of information is this, tied to Number 17 in the or the it's a different company. Right? So it's not necessarily

719

01:36:21.110 --> 01:36:23.669

Cooper City Hall: that's different. Product, different company.

720

01:36:23.840 --> 01:36:25.869

Cooper City Hall: Go with anything. Okay?

721

01:36:26.430 --> 01:36:27.439

Cooper City Hall: Cold vote.

722

01:36:28.830 --> 01:36:56.889

Cooper City Hall: Commissioner Malzi. No. Commissioner Kasman. Yes, Commissioner Schroder. Yes, moving on to item number 17, do I have motion to approve the purchase of what's dual check valves from Ferguson waterworks in the amount of \$246,345, using the Nigptefl cooperative contract number, Itb, 2,018 slash, 12 water meter fittings and waterline accessories

723

01:36:58.350 --> 01:37:02.900

Cooper City Hall: motion to approve motion by Commissioner Kathryn. Second, by Ross.

724

01:37:03.920 --> 01:37:05.280

Cooper City Hall: Mr. Catchment.

725

01:37:05.940 --> 01:37:09.200



Cooper City Hall: I'm good for now I'm good as well. Commission charter.

726

01:37:13.390 --> 01:37:16.989

Cooper City Hall: I mean. Why are you recommending this?

727

01:37:19.310 --> 01:37:20.619

Cooper City Hall: Do I check? Well.

728

01:37:21.150 --> 01:37:21.840

Cooper City Hall: huh!

729

01:37:22.310 --> 01:37:24.250

Cooper City Hall: You mean the product? Yeah.

730

01:37:24.770 --> 01:37:33.080

Cooper City Hall: Well, that's a requirement by a state, you know, for the backfill prevention that we need to have on each meter. No, no, no, this this particular.

731

01:37:33.670 --> 01:37:39.729

Cooper City Hall: but that's the one. It's a coop contract. So it's cooperative contract. That's the best way to get it.

732

01:37:39.780 --> 01:37:41.140

Cooper City Hall: Okay, so

733

01:37:42.120 --> 01:37:54.990

Cooper City Hall: alright as opposed to like, I'm saying, why are we piggybacking? And and so as as opposed, it is not piggyback, it's call. We're not signing any agreement it's available to us to purchase from other entities per our code.

734

01:38:00.060 --> 01:38:02.789

Cooper City Hall: Not the same thing, though. Piggybacking, cooperative. Yeah.

735

01:38:03.650 --> 01:38:04.570

Cooper City Hall: Okay.

736

01:38:05.360 --> 01:38:09.810

Cooper City Hall: Instead of us putting it out to bid. Why are we doing it on the cooperative contract thing?

737

01:38:11.120 --> 01:38:20.400

Cooper City Hall: Because there are most of the big entities like Co-OP contracts, some especially specific regular items that are available for different entities.

738

01:38:20.410 --> 01:38:27.930

Cooper City Hall: like Gsa, like, you know, Co-OP. They put the listing at the beginning, and they award the contract for flat

739

01:38:27.950 --> 01:38:40.050

Cooper City Hall: price on each items, and then it's available for different entities to purchase it. And we have to go. But we have to go with this product because because Ferguson Ferguson, the one that sold us the mad stuff before the molars.

740

01:38:41.015 --> 01:38:47.200

Cooper City Hall: We signed the contract with Muller, not Ferguson. Ferguson was the distributor distributor.

741

01:38:49.339 --> 01:39:01.150

Cooper City Hall: So we have to use this backflow preventer, because this is what works with our thing. Or it's a requirement that to prevent that, you know and protect our system. Yeah. But is that? But is this

742

01:39:02.602 --> 01:39:08.749

Cooper City Hall: but what's it's well known, you know, and it's available through call

743

01:39:09.760 --> 01:39:13.519

Cooper City Hall: alright, I mean, if you're comfortable with it whatever.

744

01:39:14.370 --> 01:39:16.860

Cooper City Hall: Thank you. And this has been budgeted

745

01:39:18.014 --> 01:39:23.200

Cooper City Hall: the Budget amendment will come after in this. at the end of the meeting.

746

01:39:23.420 --> 01:39:25.080

Cooper City Hall: Thank you. Yes, sir.

747

01:39:25.160 --> 01:39:30.350

Cooper City Hall: of nothing further. Anything further from Mission catchman Commission. Losey

748

01:39:31.400 --> 01:39:33.460

Cooper City Hall: hearing none. Call vote

749

01:39:33.680 --> 01:39:39.320

Cooper City Hall: Commissioner Malozi. Yes, Commissioner Katzman. Yes, Commissioner Schroder. Yes, Mayor Ross. Yes.

750

01:39:39.450 --> 01:39:46.730

Cooper City Hall: moving on. Item number 18, to have motion to appointed director alternate and second alternate 2 broad League cities, Board of Directors.

751

01:39:47.450 --> 01:39:57.129

Cooper City Hall: If you'll allow me, I will make a motion to have Commissioner Kateman as the Director  
Commissioner Charter is the alternate, and Commissioner Molosi is the second alternate.

752

01:39:57.160 --> 01:39:59.490

Cooper City Hall: So second to that second.

753

01:40:00.030 --> 01:40:03.480

Cooper City Hall: Is that what is in there now? Yeah, any further discussion.

754

01:40:03.500 --> 01:40:05.029

Cooper City Hall: Hearing none. Call the vote.

755

01:40:06.220 --> 01:40:07.670

Cooper City Hall: Commissioner Malauzi.

756

01:40:08.070 --> 01:40:17.210

Cooper City Hall: Yes, Commissioner Gatsman. Yes, Commissioner Schouder, Mayor Ross. Yes, we've  
gone to number item 19, resolution 2406.

757

01:40:17.390 --> 01:40:18.410

Cooper City Hall: Jacob.

758

01:40:18.560 --> 01:40:43.040

Cooper City Hall: Thank you. Mayor commission for the record. The item is a resolution of the city of Cooper City, Florida, approving and authorizing the Mayor and the city clerk to execute the 49 Year Community Development Block. Grant. That's the Cdbg application to Cdbg application for senior transportation. Minor Home Repair and purchase systems. Programs attached to Ziva Incorporated are in fighting for conflicts provided for severability and fighting for an effective date.

759

01:40:43.340 --> 01:40:45.029

Cooper City Hall: Pelosi Blossie.

760

01:40:45.990 --> 01:40:47.600

Cooper City Hall: Mr. Schrider, nothing.

761

01:40:47.700 --> 01:40:52.090

Cooper City Hall: Commissioner Malosi, Nope, Commissioner Katsen, all about all the vote.

762

01:40:52.230 --> 01:40:57.885

Cooper City Hall: Commissioner Malzi, Commissioner Katzman, Commissioner Schroder, Mayor, Ross.

763

01:40:58.870 --> 01:41:01.760

Cooper City Hall: item number 20, Resolution 2407, Jacob.

764

01:41:01.840 --> 01:41:17.730

Cooper City Hall: Thank you, Mayor and commission for the record. The item is a resolution of the City Commission, the city of Cooper City, Florida, approving the agreement between the Florida Department of Transportation, the city of Cooper City for State funded grant agreement for the design and construction of Hiatus road traffic, safety improvements provided for conflicts and providing for an effective date motion

765

01:41:17.780 --> 01:41:23.449

Cooper City Hall: by Commissioner Charter, second by Commissioner Katson, Commissioner, Charter, Commission.

766

01:41:23.880 --> 01:41:25.480

Cooper City Hall: Christian Malozi.

767

01:41:25.490 --> 01:41:51.570

Cooper City Hall: So Mike, all vote Commissioner Malesi, Commissioner, Katsman, Commissioner Jacob. Thank you, Mayor, for the record. The item is a resolution of the City Commission of the City Cooper City, Florida, renaming Flamingo Park in Cooper City. As the Michael D. Reared in City Mike Park, in accordance with Section 2 of the city's code of ordinances authorizing and directing the appropriate city officials take any and all action necessary necessary to effect rate the intent's resolution.

768

01:41:51.570 --> 01:41:56.379

Cooper City Hall: fighting for conflicts providing for severability, providing for an effective date. Mayor. If I could just state for the record.

769

01:41:56.645 --> 01:42:10.690

Cooper City Hall: Item number 23. Later on, your agenda provides for a reduction of the waiting time period from 90 days to 30 days the 90 day waiting period remains, in effect, until that ordinance is

adopted. This would require a unanimous vote to the extent the Commission wanted to move forward this evening.

770

01:42:11.070 --> 01:42:14.750

Cooper City Hall: You I have motion by Commissioner Lowsy. Second by me.

771

01:42:14.840 --> 01:42:18.149

Cooper City Hall: Commission Schroder Mosey. Yes.

772

01:42:18.520 --> 01:42:29.100

Cooper City Hall: I mean I'm good so cooler, quick question. I mean, should should we? Should it be like take 93 instead? First, should it be Mike Reardon

773

01:42:31.741 --> 01:42:39.360

Cooper City Hall: versus what Michael be? We're in the city, you know just one of us is like, no, she wanted it this way.

774

01:42:39.560 --> 01:42:43.200

Cooper City Hall: sister. No, this was the way the house she wanted it. That's what she

775

01:42:43.580 --> 01:42:54.250

Cooper City Hall: okay, I mean. So it's gonna just be Michael D. Reared in park. No, Michael d weird. I don't think I could say like that. I mean, maybe there's a thing underneath it.



776

01:42:54.550 --> 01:42:57.500

Cooper City Hall: but that would just sound weird chromatically.

777

01:42:58.830 --> 01:43:04.010

Cooper City Hall: You know what would be Michael, do you wait a minute, but I was thinking underneath that city mic. But

778

01:43:08.539 --> 01:43:20.970

Cooper City Hall: okay, I think it should say, Michael, weird and park. And then you could put city mic, or something like that somewhere? I don't know. Does that look weird? I just don't want us to start looking more weird when it's when it's on one line. It looks weird. But I think

779

01:43:21.000 --> 01:43:23.759

Cooper City Hall: when it's going to be hopefully on 2 lines.

780

01:43:26.280 --> 01:43:35.109

Cooper City Hall: I don't think it would look weird at all. Yeah. Put a line break after reording exact, and then it'll look fine. Yeah, okay, somebody make it look normal, not literal.

781

01:43:35.550 --> 01:43:46.254

Cooper City Hall: Yeah, you can even put Park on the second line. Okay, yeah. People are. Gonna call it. City. Mike Park, probably. Okay.

782

01:43:47.110 --> 01:43:50.120

Cooper City Hall: commission ken. Mr. Horowitz, do

783

01:43:50.360 --> 01:43:55.499

Cooper City Hall: it? A 40 would still be unanimous. Right? Yes, that's correct. Yes, no, for unanimous members present.

784

01:43:55.950 --> 01:43:58.049

Cooper City Hall: Where's the optimist? Why didn't they come out?

785

01:43:59.768 --> 01:44:09.319

Cooper City Hall: Yeah, we we flicker the lights 5 min different way. They show up with parades of children. And and you know, I'm disappointed. They're not here. But okay.

786

01:44:09.690 --> 01:44:11.869

Cooper City Hall: I didn't relay that message to them.

787

01:44:12.927 --> 01:44:40.439

Cooper City Hall: Hearing nothing more. Go ahead. Call about Commission Commissioner. Item number 22, resolution, 2,409. Jacob. Thank you. Mayor Commission. The item is a resolution of the City Commission, the City Cooper City, Florida mending Schedule d. Of ordinance, Number 85, 11 as amended, relating to backflow preventer testing charges from the city, provided for conflicts provided for severability and providing it for an effective date. You have motion.

788

01:44:40.990 --> 01:44:48.110

Cooper City Hall: Okay by commission catchment. Second, by, what was this? Second number 220, s.

789

01:44:49.160 --> 01:44:52.070

Cooper City Hall: I think, Commissioner Malcolm, you checking today. Yes.

790

01:44:53.640 --> 01:44:54.940

Cooper City Hall: Christian catchment.

791

01:44:55.090 --> 01:44:59.660

Cooper City Hall: I'm good Commissioner Wilsey, Commissioner Schroder. I'm good.

792

01:44:59.780 --> 01:45:04.560

Cooper City Hall: and I just want to confirm this is a pass through in essence.

793

01:45:04.640 --> 01:45:07.019

Cooper City Hall: Whatever it costs the city, we pass it on.

794

01:45:07.970 --> 01:45:11.599

Cooper City Hall: That is correct. I mean just double checking on that backflow

795

01:45:12.030 --> 01:45:18.529

Cooper City Hall: for vendor testing fee. That's just a pass through from us, or from the from our vendor to the the Resident. Is that correct?

796

01:45:20.050 --> 01:45:20.850

Cooper City Hall: Thank you.

797

01:45:21.460 --> 01:45:22.410

Cooper City Hall: Call the vote

798

01:45:23.020 --> 01:45:47.989

Cooper City Hall: Commissioner Malauy? Yes, Commissioner Katsman. Yes, Commissioner Schouder. Yes, Mayor Ross. Yes, thank you. Mayor. Commission ordinance 24, 0 5 is an ordinance of the city. Cooper City, Florida. Amending chapter 2 of the city's code of ordinances, entitled Administration, Amending Article one, entitled in General, by specifically amending section 2, 8, entitled Naming and Recognition Recognition Procedures, providing for a Reduction in the waiting period for naming property building

799

01:45:47.990 --> 01:45:55.270

Cooper City Hall: structures and facilities in the city. After people who've died from 90 days to 30 days, fighting for codification, 5 for conflicts, severability and fighting for an effectiveness.

800

01:45:55.850 --> 01:45:57.820

Cooper City Hall: Bye, Commissioner Malauulu. Second by

801

01:45:58.290 --> 01:45:59.060

Cooper City Hall: second

802

01:45:59.270 --> 01:46:01.850

Cooper City Hall: Commissioner Katherine, Commissioner Wosie. I'm good

803

01:46:01.860 --> 01:46:03.839

Cooper City Hall: commission catchment. I'm good.

804

01:46:03.950 --> 01:46:07.149

Cooper City Hall: rich and Charter. I think the 90 days should stay.

805

01:46:07.490 --> 01:46:10.400

Cooper City Hall: I'm sorry. I think the we shouldn't amend it.

806

01:46:11.420 --> 01:46:24.699

Cooper City Hall: Okay, we should leave it as it is, and if it's sooner it should be unanimous. We haven't agreed recently on a lot of things, but I agree on that. I was looking at possibly doing a a 60 day, and even that

807

01:46:24.770 --> 01:46:27.580

Cooper City Hall: sort of stuck in my craw.

808

01:46:27.890 --> 01:46:30.249

Cooper City Hall: There's a reason for the 90 days.

809

01:46:30.260 --> 01:46:32.590

Cooper City Hall: and I think it's

810

01:46:33.700 --> 01:46:39.870

Cooper City Hall: I think it's time that's needed, and we're we're sometimes

811

01:46:39.980 --> 01:46:52.420

Cooper City Hall: some of us get emotional about these things and want to push it through right away. It's best left to the proper procedure which calls for 90 days, so I will not be supporting this.

812

01:46:52.810 --> 01:46:54.930

Cooper City Hall: Having said that, call the vote.

813

01:46:55.900 --> 01:47:01.649

Cooper City Hall: Commissioner Malauzi. Yes, Commissioner Kasman. Yes, Commissioner Schouder, Mayor Ross. No

814

01:47:02.060 --> 01:47:05.580

Cooper City Hall: moving on to item number 24, and then it's 2406.

815

01:47:06.205 --> 01:47:11.560

Cooper City Hall: The item dies will not come back for second reading.

816

01:47:13.770 --> 01:47:36.489

Cooper City Hall: I am 24. Mayor is ordinance, 24, 0 6 for the record and ordinance of the city. Cooper City, Florida, amending ordinance number 2321 adopted on September 20 sixth, 2023, amending the budget for fiscal year 2023, 2024 for the city by establishing a solid waste. Enterprise Fund is more particularly describing, exhibit A and incorporated here in fighting for conflicts providing for severability and providing for an effective date. You have motion

817

01:47:37.570 --> 01:47:40.610

Cooper City Hall: heck! I'll make the motion and pass the gavel.

818

01:47:40.640 --> 01:47:41.970

Cooper City Hall: The Commissioner Schroder.

819

01:47:43.840 --> 01:47:51.400

Cooper City Hall: Go ahead! I daytime I ever got to do it. Oh, in there for a second. Wait! Give them a go! Here's here's your dial, sir. I'll second.

820

01:47:51.450 --> 01:47:53.500

Cooper City Hall: I have a second mic. Oh, I'm sorry

821

01:47:53.770 --> 01:47:56.950

Cooper City Hall: he seconded it, second by Commissioner Kasm.

822

01:47:58.660 --> 01:48:07.690

Cooper City Hall: Obviously as involved as I am in the specifically the waste management, if you will, in the solid waste.

823

01:48:08.046 --> 01:48:24.060

Cooper City Hall: We are. We've saved over 4 million dollars in 7 years. We've given back a good portion of it to the residents. What we should do is take the rest of the money and put it in the Enterprise fund, so that when the day comes and it will come sooner than later.

824

01:48:24.060 --> 01:48:43.970

Cooper City Hall: we will have the money to utilize without asking the residents for any additional money using what we saved. And I'm I'm I'm gotta say once again, proud of the work that Staff did on that savings, and we're gonna put it to good use at this point by saving it in an enterprise fund.

825

01:48:45.670 --> 01:48:46.410

Cooper City Hall: Poof!

826

01:48:47.750 --> 01:48:49.899

Cooper City Hall: Okay, Commissioner Kasbin.

827

01:48:49.960 --> 01:48:53.220

Cooper City Hall: I just wish the naming rules were different, because I would



828

01:48:53.400 --> 01:49:03.452

Cooper City Hall: propose naming. This is the Greg Ross solid waste enterprise.

829

01:49:07.360 --> 01:49:08.210

Cooper City Hall: Okay.

830

01:49:08.440 --> 01:49:09.560

Cooper City Hall: I believe.

831

01:49:13.320 --> 01:49:16.760

Cooper City Hall: I was actually thinking that we should lower our residence rates more

832

01:49:17.110 --> 01:49:19.370

Cooper City Hall: and put less in this fund

833

01:49:20.230 --> 01:49:25.639

Cooper City Hall: tried that last. I guess I know we tried that last time, and and I understand that. And

834

01:49:26.110 --> 01:49:28.150

Cooper City Hall: the way it was posed by

835

01:49:28.290 --> 01:49:29.750

Cooper City Hall: staff was.

836

01:49:29.920 --> 01:49:31.240

Cooper City Hall: If we

837

01:49:31.860 --> 01:49:34.880

Cooper City Hall: did it to the tune that we did.

838

01:49:34.950 --> 01:49:37.699

Cooper City Hall: everything would stay for 2 and a half years. But

839

01:49:38.490 --> 01:49:43.680

Cooper City Hall: when I really looked at the contract. Everything's going to pretty much stay for several years, to begin with.

840

01:49:44.040 --> 01:49:45.050

Cooper City Hall: so

841

01:49:45.160 --> 01:49:45.960

Cooper City Hall: I

842

01:49:46.200 --> 01:49:49.640

Cooper City Hall: didn't agree with what Staff said in hindsight

843

01:49:50.280 --> 01:49:51.660

Cooper City Hall: after the meeting.

844

01:49:52.110 --> 01:49:55.249

Cooper City Hall: and since this is here now. I wanna

845

01:49:55.730 --> 01:49:58.150

Cooper City Hall: I think we should give more back to the residents.

846

01:49:58.370 --> 01:50:06.283

Cooper City Hall: We have survived a very long time, and I know that this is not something don't make me.

847

01:50:06.950 --> 01:50:11.939

Cooper City Hall: We have survived a very long time without an enterprise fund, and I understand that.

848

01:50:12.808 --> 01:50:19.170

Cooper City Hall: You see, is there a one here. No, he left. Smart man, I understand that we have done things

849

01:50:19.400 --> 01:50:24.109

Cooper City Hall: haphazardly, my words not his in the way we pay

850

01:50:24.860 --> 01:50:26.930

Cooper City Hall: the refuse removal

851

01:50:27.610 --> 01:50:28.640

Cooper City Hall: bills.

852

01:50:29.040 --> 01:50:32.200

Cooper City Hall: But we were okay doing it.

853

01:50:32.220 --> 01:50:36.580

Cooper City Hall: And if we give more back to the residents and maybe takes us

854

01:50:37.610 --> 01:50:39.870

Cooper City Hall: many more months to

855

01:50:41.130 --> 01:50:42.729

Cooper City Hall: have a cushion.

856

01:50:42.860 --> 01:50:45.610

Cooper City Hall: then let it. Take that much longer to have a cushion?

857

01:50:45.680 --> 01:50:48.230

Cooper City Hall: I think at this point I've seen

858

01:50:48.600 --> 01:50:56.979

Cooper City Hall: an enormous amount of residents that while it may only seem like a little bit of money. Every little bit is being counted at this point.

859

01:50:57.020 --> 01:51:00.849

Cooper City Hall: and if it can help, then who am I to say that

860

01:51:00.910 --> 01:51:23.340

Cooper City Hall: 2 or \$3 is not going to help someone. I'm not in their shoes. So question, this is a question for Jacob. Is this vote. We're not voting on changing any fee. Okay? But let me ask you a question. So right now, the money's in our general fund, and we move this to an Enterprise Fund is there? Are we? Are we changing restrictions on the money?

861

01:51:23.970 --> 01:51:49.489

Cooper City Hall: What's that? I'm sorry? Are we changing restrictions on the money? What do we? What is it? And that this, this money is not currently in the general fund. It would be added to the general fund to a specific fund for this purpose. Where's the money right now? It's not picked up at all in the budget. Which is why the need to have it in the budget. It's not. You've got 2 million dollars a year that we're paying out. That's not picked up in the budget process at all

862

01:51:50.150 --> 01:51:57.390

Cooper City Hall: this all right. And and that's where I really wasn't too much for this, because it's not really clear what we're trying to do with this amendment. But

863

01:51:57.550 --> 01:52:03.659

Cooper City Hall: right now this pass through is not being picked up on the budget. It's really should be flowing through the budget. So

864

01:52:03.690 --> 01:52:23.380

Cooper City Hall: doesn't. That is not the same thing. Rather, it flows through the general fund or or a enterprise fund. It needs to be picked up somewhere. It should flow through an enterprise fund, though. Obviously, yeah. But it's not flowing through anywhere right now. So if we approve this, we're not increasing expenditures. We're recognizing expenditures correct.

865

01:52:23.380 --> 01:52:47.852

Cooper City Hall: And then, obviously, we'll pick this up again this summer as the budget process. You'll see this section and these numbers you have here in this budget amendment. Does it include any of his things he wants? No, it's tied specifically to our previous. No, I'm talking about that thing he wants to build out.

866

01:52:48.290 --> 01:53:01.540

Cooper City Hall: Yeah, they want to get the full master plan that's going to be developed. See, he wants to come back to us with some fee that we're supposed to pay, and that's why he wants to make a slush fund. But no, no slush, that's I'm opposed that I'm with you. The Resident shouldn't pay for

867

01:53:01.870 --> 01:53:09.459

Cooper City Hall: the environment to be, you know, and nothing's before us. But I want to clarify that. I knew that

868

01:53:10.180 --> 01:53:23.389

Cooper City Hall: my saying what I said was not going to impact this. I just don't think we need this because I would rather, instead of having any Enterprise fund, I would rather give the money back. So just take this. We're paying it to them. It's not on our books anywhere. We're paying it right. But

869

01:53:23.530 --> 01:53:31.219

Cooper City Hall: we're paying coastal. It's not in our budget to pay coastal. It needs to be on the dock hasn't been in our because we're doing it wrong. Correct.

870

01:53:32.150 --> 01:53:34.910

Cooper City Hall: But it's also, if you look in here.

871

01:53:36.530 --> 01:53:41.050

Cooper City Hall: hold on. There is that where we are accumulating money.

872

01:53:41.770 --> 01:54:05.259

Cooper City Hall: but the expendit. It's not the revenues, the expenditure that matters, but it's where we are accumulating money, because we are taking in more cumulative funds. Yeah, it's like a 700,000 right? So instead of us taking in the \$700,000, I would rather give it back to the residents. So while again, while I know that this is not something that we're going to do tonight. I'm putting it out there to get a feel to see how

873

01:54:05.300 --> 01:54:20.770

Cooper City Hall: my fellow members feel about that. I know you're shaking your head now. Ready. We've already gone over it. And we say, Yeah, but to make you happy, so say we create this, and then we have a surplus in there. Then we could lower the rates later on. Yes, any into that surplus, so to say.

874

01:54:21.210 --> 01:54:39.302

Cooper City Hall: that could be done. But that's probably a better way to do this. So you can actually see the surplus because surplus, then he can't build an incinerator with it. There's gonna be a surplus because we didn't give the full savings right? So if we give the full savings and there's no surplus that's my

875

01:54:39.720 --> 01:54:41.900

Cooper City Hall: budget for it either way, one way or another.

876

01:54:42.150 --> 01:54:43.330

Cooper City Hall: Call vote.

877

01:54:45.000 --> 01:54:45.880

Cooper City Hall: Monsieur

878

01:54:46.580 --> 01:54:53.067

Cooper City Hall: Commission! No, I'm asking you to call the vote. Oh, call the vote! No, no, he's running it. Now I'll take it back.

879

01:54:53.380 --> 01:54:57.869

Cooper City Hall: Commissioner Milosey, Commissioner Kasman, Commissioner Schouder.



880

01:54:57.900 --> 01:54:59.289

Cooper City Hall: Mayor Ross. Yes.

881

01:55:00.020 --> 01:55:23.479

Cooper City Hall: we'll be. We can talk about in second reading, moving on to item number 2524, 7. Jacob. Thank you. Mayor Commission. The item for the record is an ordinance of the city. Cooper City, Florida. Amending chapter 2. Title, administration. Article 6, entitled Employee Benefits, division 2. Entitle Retirement plan at section 2, 1, 58. That's the Firefighters. Pension Plan of the City Cooper City municipal code of ordinances by amending Article 12. Compliance with Internal Revenue code

882

01:55:23.480 --> 01:55:33.270

Cooper City Hall: to provide for compliance with the secure 2 act providing for severability, providing for repeal of laws and conflict, codification and an effective date. You have motion to deny

883

01:55:33.410 --> 01:55:36.640

Cooper City Hall: motion to deny. You said. That's what he said.

884

01:55:37.270 --> 01:55:43.600

Cooper City Hall: Oh, I'm going to make a motion to, I have a motion to deny. Do I have a second to that?

885

01:55:44.200 --> 01:55:46.849

Cooper City Hall: No second it dies. Commission Malosi

886

01:55:47.080 --> 01:55:57.449

Cooper City Hall: to approve commission? Malosi has made the motion. I have a second by Commissioner Katherine, Commissioner Malozi. I'm good Commissioner Schroder. Excuse me, Commissioner catchment.

887

01:55:57.760 --> 01:56:10.249

Cooper City Hall: I want to hear what? And that's why. So yeah, I really should have this in motion for discussion last time. But I I don't agree with, they're saying there's no actuarial impact, right?

888

01:56:10.720 --> 01:56:19.040

Cooper City Hall: If there's no actual actuarial impact. And if we do not have any active members, I don't think we need to change anything.

889

01:56:19.120 --> 01:56:30.579

Cooper City Hall: And I'll say this because I've seen the trickery with our pension plans before. Like when they have unlimited right, they currently have unlimited drop, because our Comm. The Commission was told it wouldn't be an issue, and they slid it in.

890

01:56:33.260 --> 01:56:54.540

Cooper City Hall: Oh, okay, good. I'm on the wrong item. No, you're on the right item, and and what I wanted to say so that you can have your questions answered is that we have Pension Council on our Council? Yes, for the Pension Board, and they've represented for years, and and I want to know.

891

01:56:55.780 --> 01:57:03.910

Cooper City Hall: and they and and let me tell you they all. There's an unlimited drop right now. Why is there an unlimited drop in the fire and police pension. How'd that happen?

892

01:57:04.310 --> 01:57:10.119

Cooper City Hall: They were representing them at the time. So no, I don't. I don't. If if there's no one in the plan, there's no need to do it.

893

01:57:10.200 --> 01:57:10.905

Cooper City Hall: And

894

01:57:12.190 --> 01:57:40.190

Cooper City Hall: I don't understand why we would need to do if no one's in a plan. And and okay, my fear is somehow someone's gonna then say, even though it says disability before retirement, they're gonna come back and find some issue they had, and they're gonna try to retroactively hit the plan with it. And and so I'm not interested in listening to the Pension Plans Council. I want to hear our council. I just want to confirm that there are no employees in the firefighters pension plan at this time.

895

01:57:40.270 --> 01:57:42.490

Cooper City Hall: Can I have a confirmation of that by someone?

896

01:57:44.800 --> 01:57:51.400

Cooper City Hall: Mr. Herrera. Did you hear that question from the mayor related to

897

01:57:52.100 --> 01:57:53.980

Cooper City Hall: folks in the Pension plan?

898

01:57:55.331 --> 01:57:57.438

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: Yes, sir, I believe I did.

899

01:57:58.150 --> 01:57:59.309

Cooper City Hall: And you answer that.

900

01:57:59.770 --> 01:58:03.160

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: Whether there are any active firefighters remaining in the plan.

901

01:58:04.160 --> 01:58:06.859

Cooper City Hall: Whether there are any firefighters in the plane.

902

01:58:08.312 --> 01:58:09.130

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: Yes, there are.

903

01:58:10.450 --> 01:58:11.479

Cooper City Hall: Can you name them.

904

01:58:12.630 --> 01:58:30.099

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: No, sir, I cannot. I I'm happy to pull. I I can. I can look for that information from the actual evaluation report. But but I I off the top of my head.

No, I'm sorry I cannot, and it is a close plan. There will. There are no new members. There have not been any new members for a long time. But.

905

01:58:30.360 --> 01:58:30.919

Cooper City Hall: Are the members.

906

01:58:30.920 --> 01:58:34.339

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: Otherwise. I I can't address right now specifically.

907

01:58:34.990 --> 01:58:36.460

Cooper City Hall: Are the members active?

908

01:58:36.490 --> 01:58:40.806

Cooper City Hall: No, Mr. Buffalo is active.

909

01:58:42.070 --> 01:58:48.990

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: Yes, yes, they are. They are actively working. However, as you guys are aware, they they, they currently work for Bso.

910

01:58:49.920 --> 01:58:50.760

Cooper City Hall: So then

911

01:58:51.040 --> 01:58:57.450

Cooper City Hall: I'm I'm not gonna ask you this question. So then you're right. Why am I changing Cooper City plan when there's no one in it?

912

01:58:57.450 --> 01:59:18.703

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: The the reason being and and if I may interject the reason being because it's legally required to do so, so, as the pension plan. There are certain requirements, both obviously at a State level but also at a Federal level pursuant to the internal revenue code. And so these amendments are being made in order to

913

01:59:19.310 --> 01:59:27.600

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: continue our compliance, which which obviously leads to the favorable tax treatment that the that the benefit plan receives

914

01:59:27.990 --> 01:59:48.669

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: but in terms of being a tax qualified plan, a tax exempt plan. There's certain statutory language that we must include pursuing through the internal revenue code. And so this secure Act 2 seeks to to to accomplish that. And and as the actuary has already posited, there is no impact actual impact to the plan.

915

01:59:49.980 --> 01:59:54.350

Cooper City Hall: But they also said there was no actual impact to going to unlimited drop.

916

01:59:54.890 --> 01:59:56.240

Cooper City Hall: Think it was the same actual.

917

01:59:56.240 --> 02:00:00.939

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: I I think you I think that's not entirely correct or accurate.

918

02:00:02.030 --> 02:00:04.599

Cooper City Hall: What are the ramifications if it's not passed.

919

02:00:06.125 --> 02:00:32.709

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: The ramifications would be potentially losing your tax qualification or the plan losing his tax qualification, which means that contributions made are no longer tax free the investment earnings on the actual plan are no longer tax free, and the plan would be paying taxes which would considerably deplete the plan assets which would ultimately fall increase the contribution requirements of the plan, sponsor

920

02:00:32.790 --> 02:00:36.469

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: or plan sponsors. In this case, as as you guys are aware there are 2.

921

02:00:37.990 --> 02:00:39.600

Cooper City Hall: No, I'm not aware which. 2.

922

02:00:40.571 --> 02:00:42.800

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: City of Cooper City. And Bso.

923

02:00:43.640 --> 02:00:44.400

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: okay.

924

02:00:44.810 --> 02:00:47.720

Cooper City Hall: And do you know what proportion is paid by either?

925

02:00:47.900 --> 02:00:54.387

Cooper City Hall: Well, Ybs is refusing to pay it, and that's why we're in a lawsuit

926

02:00:55.960 --> 02:00:56.960

Cooper City Hall: the day.

927

02:00:57.397 --> 02:01:01.852

Cooper City Hall: You know a lawyer doesn't ask a question. You don't know the answer to so

928

02:01:04.160 --> 02:01:06.170

Cooper City Hall: Is there anything else you'd like to add.

929

02:01:08.502 --> 02:01:31.207

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: I again commissioners my my my goal here, or or I was directed by the board to to appear just to simply address your questions. And I'm and I'm happy to explain. Yeah, I think I just did. But I'm happy to continue to explain what the purpose of the amendment is again, it's just strictly compliance with the internal revenue code. And and obviously I'm I'm happy to address any any



930

02:01:31.720 --> 02:01:32.890

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: potential

931

02:01:34.310 --> 02:01:56.440

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: misinformation that that may be out there happy to do it. We. We have represented the plan for many years, maybe. Fortunately or unfortunately, I'm not certain. We have no role as the Pension Board and and and as the Pension Council, we have no role in the collective bargaining process which is what led to the 8 year drop that had to be approved by City Commission.

932

02:01:57.245 --> 02:02:06.034

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: Bso as well as the unions, the respective unions. The Pension Board has no role on that. Our office, our law firm has no role on that.

933

02:02:06.683 --> 02:02:12.820

Cooper City Hall: The Pension Board. The Pension Board recommended the change in the ordinance. It was not a collective bargaining issue.

934

02:02:13.080 --> 02:02:20.190

Cooper City Hall: It was done after collected after the the the plans were closed, and the members went over to the sheriff's office. So.

935

02:02:20.190 --> 02:02:24.459

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: It's still, it's nonetheless needs to be collectively bargained, sir. It's a matter of law.

936

02:02:24.930 --> 02:02:25.630

Cooper City Hall: Okay. Well.

937

02:02:25.630 --> 02:02:30.840

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: I I would defer to your city attorney and to Bso. But my understanding is that it was collectively bargained.

938

02:02:32.070 --> 02:02:32.790

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: Thank you.

939

02:02:32.790 --> 02:02:37.729

Cooper City Hall: Our office is not involved with the Bso's bargaining. Right? Do you think.

940

02:02:38.240 --> 02:02:38.750

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: Mine!

941

02:02:38.750 --> 02:02:43.538

Cooper City Hall: Of their bargaining for the 4 Cooper City people. No, I I meant, I highly doubt.

942

02:02:43.820 --> 02:02:45.780

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: That's what the law would require.

943

02:02:46.100 --> 02:02:46.629

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: you know.

944

02:02:46.630 --> 02:02:49.919

Cooper City Hall: It didn't happen. I know that. So go ahead.

945

02:02:49.960 --> 02:03:14.819

Cooper City Hall: So, Mr. Horowitz, we were just advised that we have to pass this because it's to align the State statute to adopt. This is that, and just just just to be clear, our office has had no hand in drafting either of these ordinances they were recommended as council indicated by the Pension Board. This is first reading.

946

02:03:15.030 --> 02:03:33.602

Cooper City Hall: If the items were to be passed this evening on first reading. I'd like the opportunity to consult with our Pension Council. We have Pension Council. You're all familiar with Mr. Claus, or he's represented the city for quite some time I actually misspoke earlier. When I spoke to one of you, I was under the impression, Mr. Ca, Mr. Clausra drafted these ordinances. I was wrong. You know clearly that is not the case.

947

02:03:33.910 --> 02:03:55.409

Cooper City Hall: I like the opportunity to confer with Bob Klausner. I'm happy to do that between first and second reading. If the items passed tonight, if the item is not adopted this evening, I'm still happy to have that conversation and bring it back for a second first reading, if that's the Commission's prerogatives. But, like you all, I would like the Comfort level from our pension lawyer that this is, in fact, necessary for the city, and I think we should defer, because also.

948

02:03:55.510 --> 02:04:20.081

Cooper City Hall: rather we do or don't pass it. If that has an an implication on the plan. Sponsors just plural, it might have a implication on our lawsuit. And so I would like, you know, at least, Clausener. And again, Mr. Claus is representing the city in that lawsuit. I don't have any issue having that conversation, be it between first and second reading, or

949

02:04:21.490 --> 02:04:33.639

Cooper City Hall: the best city in in all of broward. I want to give Bso that oppportunity to come and have input because they should, because they are a co sponsor. Why, they're not here is beyond me.

950

02:04:33.670 --> 02:04:35.920

Cooper City Hall: I don't think they were notified they should have been.

951

02:04:36.830 --> 02:04:50.319

Cooper City Hall: they should have been. Gee, they do, because I, this gentleman from Irish Sugarman's office, who, by the way, do me a favor. Tell Irish Sugarman, I say Hello!

952

02:04:50.490 --> 02:04:52.530

Cooper City Hall: Excuse me. I keep saying I were but.

953

02:04:52.530 --> 02:04:53.740

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: Bob Bob Sugarman.

954

02:04:53.740 --> 02:04:54.890

Cooper City Hall: So I'm gonna say, Hello.

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02:04:54.890 --> 02:04:55.290

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: Yes, sir.

956

02:04:55.290 --> 02:05:02.480

Cooper City Hall: But there, he's indicating that if, in fact, it's not passed, then subsequent to that, we.

957

02:05:02.480 --> 02:05:26.870

Cooper City Hall: as co-sponsors, are going to be liable possibly for more money if the money is depleted in there. So I think Vso should have an input but hey, I don't run vs up. I say we have motion, we have a motion, however, we have a motion to defer, and that I was gonna say in that. Yeah, that trumps anything. So a motion to defer. I'll second the motion to defer.

958

02:05:26.870 --> 02:05:34.209

Cooper City Hall: call the vote on motion to defer. Could you also defer the next one as well in tandem?

959

02:05:34.535 --> 02:05:43.630

Cooper City Hall: Then yes, I would. I would do promotions except promotion, and that would be deferred to the next meeting, if not mistaken. Mayor Commission. But yes, I mean, is there? Well, what's the timeline? I'm passing it

960

02:05:44.440 --> 02:05:59.379

Cooper City Hall: again. Both of these amendments, as I understand it, were adopted both by Irs and for the next item by the States 3 or 4 years ago. Another 2 weeks, you know. 4 weeks may not make that much of difference. The next meeting of any objection

961

02:06:00.460 --> 02:06:02.329

Cooper City Hall: please confirm. Who made the motion

962

02:06:02.690 --> 02:06:05.980

Cooper City Hall: to defer? Was Commission Schroder. I seconded it.

963

02:06:09.080 --> 02:06:17.039

Cooper City Hall: But but Commissioner Mulosene. Yeah, Commissioner Katson. Yes, Commissioner Schroder, Mayor Ross. Yes, that's to the April thirtieth meeting.

964

02:06:17.830 --> 02:06:42.469

Cooper City Hall: Now, the ordinance on second reading on number 27, ordinance 24. I'm 26. Need a separate motion. Excuse me. Excuse me, and for the record. Mayor Adam. 26. Ordinance to the City. Cooper City, Florida. Mending the City of Cooper City's Firefighters. Retirement Plan codified in chapter 2, administration of the Cooper City Municipal Code of ordinances to comply with chapter 29. Excuse me. 2019 21. Laws of Florida by mending article 9. Disability and article 11.

965

02:06:42.470 --> 02:06:53.110

Cooper City Hall: Death benefits of section death. Benefits of section 2, 158. Provided for Repeal. 5. 4. Severability, 5. For clarification, and providing for an effectively. Thank you, Mayor. Thank you. Do you have a motion to defer?

966

02:06:53.110 --> 02:06:55.200

Cooper City Hall: Hi, Commissioner Melissa, yeah. Second, by commission.

967

02:06:55.200 --> 02:06:57.190

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: If I may interject, I'm sorry.

968

02:06:57.930 --> 02:07:12.040

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: Th, this is not the same. This is not the same as the prior ordinance, and and it has a different basis, if you'd like for me to explain it really quickly, I'm happy to do it. This is pursuant to a State law that was passed 2 years ago. So so, but ultimately.

969

02:07:12.402 --> 02:07:35.310

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: it. It's really just to bring the plan into compliance. As you may be aware, the plan is required to file with the division of retirement Divide department. Imagine services annually. A report premised on the acceptance of that report is the receipt of premium tax dollars by the pension plan, which is utilized by the sponsors to offset its contribution costs.

970

02:07:35.310 --> 02:07:54.509

PEDRO HERRERA - SUGARMAN SUSSKIND BRASWELL & HERRERA: And so we were advised that we have been advised that we are not in compliance because this amendment has not been made. So the potential here is a little bit different than in the last circumstance the potential here would be for the State to withhold its premium state tax dollars. Until compliance is satisfied.

971

02:07:55.420 --> 02:08:08.170

Cooper City Hall: Thank you. It's been held for 2 years. Go ahead and call the vote. Commissioner Malosi, Commissioner Kathman, Commissioner Schroder, Mayor Ross. Yes.

972

02:08:08.170 --> 02:08:34.649

Cooper City Hall: thank you very much moving on to Item number 27 ordinances on second reading, which are public hearings. Yes, sir, for the record. The item is an ordinance of the city. Cooper City, Florida, amending ordinance number 2023, 21, adopted on September 20 sixth, 2,023, providing for an amended budget for fiscal year 2023, 24 for the city, attach you to his exhibit, A and incorporated. You're in planning for conflicts, applying for severability and providing for an effective date on the table for your consideration. Mayor. Commission. Thank you. Do a motion

973

02:08:35.135 --> 02:09:03.789

Cooper City Hall: by commission charter, second by second commission, catchman, Commission charter. Nothing, Commission Commissioner Milosey, call the vote, hold on public hearing anyone wishing to speak on this matter. Please step forward, or anyone on virtual No. One stepping forward, we'll close public hearing, and we'll call the vote Commissioner, Commissioner Kasman, Commissioner shatter manages report.

974

02:09:04.220 --> 02:09:21.230

Cooper City Hall: Thank you, Mr. Mayor. I just have 5 items this evening, and they're all included in your packet related to budget transfer notifications, several of which were related to items you already acted on earlier. Those are items 31 and 32 and 2829 and 30 are notifications as well.

975

02:09:21.440 --> 02:09:29.800

Cooper City Hall: And that is all I have this evening, Mayor. Thank you very much. Any question to city manager, and a question on 29,

976

02:09:30.200 --> 02:09:34.708

Cooper City Hall: I think 29, and 30. Both said that there were things issued and

977

02:09:36.500 --> 02:09:39.859



Cooper City Hall: the contracts issued, and they and they revoked them or something like that.

978

02:09:40.400 --> 02:09:52.199

Cooper City Hall: Yeah, I mean, can you just touch on the chlorine building roof re roof and the Diesel Fuel day tank, if you don't mind? Just a second. Yeah, I guess on my questions on those 2, I mean is, did we spend any money to those people?

979

02:09:52.250 --> 02:09:56.929

Cooper City Hall: And more, do we issue, just pos, or do we have contracts with them? And then and they're bound.

980

02:09:57.150 --> 02:10:18.630

Cooper City Hall: Well, previously we issued the Po last year in previous physical year. The contractor informed us that they don't have enough resources to it. So some hardship to continue. So we close that Po, and this year we issue the new Po to another contractor, which we secured 3 proposal, less than 20,000.

981

02:10:18.630 --> 02:10:46.559

Cooper City Hall: We awarded the contract service, you know, to the lowest bidder, which is the new one that we already should. The bill that one is was still below 20,000. But we didn't start paying them. No, it's a matter of I think, adjusting the finance accounting portion of it. For the Po that's been issued because it was rolled over.

982

02:10:46.590 --> 02:10:54.389

Cooper City Hall: It was applied to different operating budget, and you know financing form was, it's better to be applied to the proper account for that.

983

02:10:54.580 --> 02:10:56.020

Cooper City Hall: Thank you anything. Bro.

984

02:10:56.670 --> 02:11:01.159

Cooper City Hall: Hearing nothing. Thank you very much for the report. City attorney's report.

985

02:11:01.624 --> 02:11:22.210

Cooper City Hall: Thank you, Mayor Commission. I actually have 3 items this evening. If you'll indulge me for a moment. You may recall. Last week I forwarded you all a copy of a complaint that was filed on behalf of the city in the the South Carolina Charleston division in Federal Court. This relates to the Pfas. Litigation Commission may recall last. I believe it's October and November

986

02:11:22.210 --> 02:11:49.199

Cooper City Hall: Commission authorize engaging the Ferraro law firm on a contingency basis to represent the city as it relates to various pfas recovery opportunities. 2 of those matters are currently being negotiated and finalized in the context of the settlement. One is with the 3 M company, the other one is with Dupont. The lawsuit names about another 18 or 20 named defendants. The matter again, is being represented by Mr. James Farrow and his team will continue to update the mayor and commission. As the matter moves through the court system

987

02:11:49.686 --> 02:12:17.929

Cooper City Hall: the next demo item I wanted to mention relates to an issue that we've been discussing both at this meeting as well as the last meeting regarding water meters. Discuss this with each of you privately. To some extent. We've been doing some preliminary research, as it relates to potential recovery. With regards to Muller, the manufacturer of our existing meters, as well as potentially. Ferguson, who was the distributor given the amount in controversy and the diversity jurisdiction between the city and the Manufacturing Company there may be some opportunity to look at some Federal claims as well.

988

02:12:17.930 --> 02:12:23.669

Cooper City Hall: With the permission of the Mayor Commission. We'd like to potentially keep the door open, to engage outside council

989

02:12:23.670 --> 02:12:37.989

Cooper City Hall: to help us look at some of those issues, particularly on the Federal side. And again, we, we would certainly look to engage somebody at a similar governmental rate that the Commission pays our office, so there'd be no additional cost to the city, we'd stand down, and certainly not double Bill for any of that work.

990

02:12:37.990 --> 02:13:00.769

Cooper City Hall: And if the Mayor and Commission have no objection, we'd like that opportunity. Do you need motion or direction. I would like him. A motion actually to to extend. The mayor has no objection. We have a couple of firms in mind. One in particular that we're looking at. That would be the David Dphro and Associates law firm. There are some others that we're considering, but they're certainly well qualified and competent as it relates to the matter, they do have some similar history. But again, we'd like to keep the door open if that's not the right option.

991

02:13:01.400 --> 02:13:04.749

Cooper City Hall: Thank you. Do I have motion, I'll move to allow or

992

02:13:05.300 --> 02:13:08.159

Cooper City Hall: direct. Yeah. City man, city attorney to.

993

02:13:09.472 --> 02:13:17.860

Cooper City Hall: and we'll continue to Update the the Mayor commission, and to the extent necessary, bring in special counsel to provide his update analysis as well.

994

02:13:17.990 --> 02:13:27.189

Cooper City Hall: I have motion by commission, Kathryn, do I have a second second, and obviously, I guess their fees would either mimic yours. It'll be a reduced government rate. Correct?

995

02:13:27.320 --> 02:13:30.639

Cooper City Hall: Anything further? Commission melodic. Yeah. Call the vote

996

02:13:32.040 --> 02:13:58.480

Cooper City Hall: Commissioner Malozi. Yes, Commissioner Katzman, Commissioner Schouder. Thank you. Mayor Commission. The only other item I wanted to mention is one I believe you may have some general familiarity with on April nineteenth, which say Friday morning, in these very chambers the Broward League of Cities is conducting their first ethics training of the year. It'll satisfy your 4 h for the current calendar year. I believe Commissioner Milosey is already satisfied. Her 4 h for the year. She's excused the extent that anybody else needs ours.

997

02:13:58.746 --> 02:14:07.797

Cooper City Hall: You will not have to travel far from home. The League is making a house call to the city of Cooper City, so it's all I wanted to mention. Thank you, Mayor Commission.

998

02:14:08.728 --> 02:14:10.040

Cooper City Hall: I don't remember that.

999

02:14:10.260 --> 02:14:11.400

Cooper City Hall: What improvements

1000

02:14:11.600 --> 02:14:17.459

Cooper City Hall: moving right on. Thank you very much. Any questions to the city attorney, hearing none. Please, Chief, report.

1001

02:14:17.820 --> 02:14:33.990

Cooper City Hall: Good evening, Mayor. Commissioner, city manager, staff residents that may be listening. There are a few items on my report that I do want to highlight tonight. I won't touch on every aspect of the report. But I did want to spend a little bit of time touching today on the Crime Report.

1002

02:14:34.322 --> 02:14:58.369

Cooper City Hall: You may not see it specifically in this report, but I did want to just touch on the note that whether we remember or not. Last year April was a significant date for us, because that was the soft launch of our real time Crime Center in Cooper City. We had the grant opening in June, but the soft launch was in April, so we are now at a year of our Rtc. Being functional

1003

02:14:58.490 --> 02:15:17.079

Cooper City Hall: to this date we have had a hundred 44 cases, the Cooper City Real Time Crime Center is helped to further an investigation or make an arrest. In those cases. It's multi-faceted. It's not just crime. It's also solving hidden runs, traffic complaints. Code complaints throughout the city.

1004

02:15:17.110 --> 02:15:38.000

Cooper City Hall: The real time Crime Center census launch has made a 44 actual rest by the real Time Crime Center Personnel, calling out active intelligence to our on duty staff. In addition to that, they have forwarded 45 cases of active intelligence to our criminal investigations team to help them further investigations in the city.

1005

02:15:38.000 --> 02:15:52.030

Cooper City Hall: That is pretty significant for a city our size and for a city that is relatively safe with a low crime base. And so your investment of the Arpa dollars, and trusting us with this project has made real, true.

1006

02:15:52.030 --> 02:16:13.350

Cooper City Hall: tangible results in public safety and crime prevention in keeping with the city strategic plan. So I know that as we continue to scale out this program. Thank you. For the passage of the upper plan today, because part of that was funding for us to continue to move forward. So

1007

02:16:13.642 --> 02:16:25.030

Cooper City Hall: city manager and I already discuss that, and we'll be bringing back a staff report to you in the next month or so to further that program. So I wanted to share that great news with you.

1008

02:16:25.090 --> 02:16:44.529

Cooper City Hall: I also wanted to share with you that our crime Suppression team has included a significant investigation that they started. They were receiving a tip some months back that there was somebody that was selling illicit items to our Cooper city high school kids, including Thc vape pens.

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02:16:45.006 --> 02:16:55.410

Cooper City Hall: Through investigating that lead they were able to identify several targets of removing significant amounts of narcotics in and through our city.

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02:16:55.410 --> 02:17:18.920

Cooper City Hall: and through a long investigation they were able to ultimately not just make an arrest, but through a search warrant, confiscate about \$115,000 of cash that we believe were tied to that fund.

In addition to that, we have a search warrant pending on their financial bank accounts that may yield further illicit funds

1011

02:17:19.266 --> 02:17:42.773

Cooper City Hall: that we can seize under the Forfeiture Act. And so we will be moving forward on trying to win that forfeiture and bring those ones back to the city in the future. For the law enforcement Trust funds. And so again, I just wanted to amend our crime suppression detectives for the great investigation, and also make sure that the Commission was well aware of their hard work and the

1012

02:17:43.100 --> 02:17:55.959

Cooper City Hall: yield of that result? Not just the fact of the forfeiture, but ultimately keeping our high school kids safe by removing this person. That was distributing significant items to them that they should not have been.

1013

02:17:56.510 --> 02:18:16.360

Cooper City Hall: I wanted to share with you that currently our Stars Grant program. We have 14 applicants, 14 entities that have applied for our stars, grant and I'm pleased to let you know that Rock Creek actually officially signed the documents. In the past couple of weeks. So Montera is live rock Creek has signed documents, is moving forward with the construction project.

1014

02:18:16.360 --> 02:18:44.450

Cooper City Hall: and we did have the opportunity to host Embassy at our police station yesterday and tour the real time center with a couple of their members, and I've invited put an invitation out there that the rest of their board members, if they're willing can come and tour, and we'll give private tours to them, as they consider the possibility of being included in this opportunity. And so I want you to know that that Grant program is moving forward. I think in a very well good fashion.

1015

02:18:44.751 --> 02:19:07.479

Cooper City Hall: I also wanted to touch on our community involvement report. Just so, you know, thanks to all of you, I saw the city manager. I saw pictures. I wasn't there personally since I was out of the country, but I saw the city manager, mayor several members of the Commissioner. Missy, you were able to make the the breakfast one I saw, and we were able to raise another \$1,400 at our typical first watch. So thank you for your support

1016

02:19:07.480 --> 02:19:21.030

Cooper City Hall: to date. We have raised over \$4,500 for special Olympics, and we are still moving forward with further fundraising for them. Ahead of our torch run, which I'll be personally running in at the end of this month

1017

02:19:21.090 --> 02:19:30.279

Cooper City Hall: to represent this city and the the Shredathon. Despite the weather, the weather was difficult. I'll tell you what. On March 20 third it was not fun

1018

02:19:30.602 --> 02:19:57.680

Cooper City Hall: but despite the weather, we had a lot of people come in the very beginning, when we had a clearing, and we were still able to service 268 vehicles. Shredding almost 12,000 pounds of documents, plus, we were able to intake 137 pounds of both narcotics and non narcotics unwanted pills. And so I think, overall. That was a success. And we're in the process of planning the next one hopefully for the fall of this year.

1019

02:19:58.005 --> 02:20:23.699

Cooper City Hall: Once I have a date, I'll announce it. I want you to know that. We wish all of our Muslim residents happy culmination of Ramadan tonight at Edel Qatar. We do have a deputy present at the mosque to make sure that they feel safe as they gather to culminate Ramadan, and that we also have communicated with our Jewish establishments the Temple, the habad ahead of pass over at the end of this month

1020



02:20:24.026 --> 02:20:39.039

Cooper City Hall: we did attend a safety briefing with some of our Jewish Federation partners ahead of Passover, just to make sure that we have all their real time information to better help the community as they look to observe this special Holy Bay.

1021

02:20:39.478 --> 02:21:08.760

Cooper City Hall: and then I did want to announce to the Commission that we are launching a a new initiative. I think this is a fun way of engaging. Obviously, it's autism awareness month. And on Tuesday, April twenty-third, at 6 pm. At the police station, and we will be having a mystery dinner this mystery dinner is for autistic kids ages 19 to 14 plus their caregiver. We have limited space. But if you're interested you can email Ashley to Rsvp.

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02:21:08.760 --> 02:21:33.290

Cooper City Hall: and what we're going to be doing is staging a a crime scene at this dinner that they get to participate in. We'll have actual Cooper City detectives there, leading them through that and helping them investigate the crime that happened at the police station during the mystery dinner. And so if you know any of our autistic neighbors or families, friends that have kids 19 to 14 that might be interested in that opportunity.

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02:21:33.290 --> 02:21:39.740

Cooper City Hall: please have them email us. And again, it's April twenty-third, from 6 pm. To 8 Pm.

1024

02:21:40.098 --> 02:21:44.549

Cooper City Hall: And that concludes my report. Unless there's any questions, any questions of the captain.

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02:21:45.210 --> 02:21:49.510

Cooper City Hall: I'm sorry. 19 to 14 9 to 14,

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02:21:49.990 --> 02:21:51.589

Cooper City Hall: plus their caregiver.

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02:21:51.830 --> 02:21:58.480

Cooper City Hall: Good questions. The seizure are we going to get! Are we seizing all of the money, or is the county

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02:21:58.800 --> 02:22:24.520

Cooper City Hall: trying to take some of our money? So we we do. We do do a forfeiture on all of those funds we did reach out to because of the complexity, the investigation to partners, and major narks, and also an Atf. Atf does not qualify for the forfeiture act. But there is a potential possibility that our partners and major narks that there would be a sharing cooperative with that.

1029

02:22:25.211 --> 02:22:41.750

Cooper City Hall: But that's that's pretty standard on the yeah, it is historically. But I will tell you. That we we have a 2 man suppression team in Cooper City.

1030

02:22:42.227 --> 02:23:07.780

Cooper City Hall: I'm not going to discuss. I can speak to anybody here privately about it, but discussed in nuances of investigation it. It was very complex and needed a lot of man power above and beyond what we could supply. We needed assistance at a certain point, and so we did reach out for assistance, and did receive that assistance. And typically under the curfew act. There is a a breakdown percentage wise when you look at that.

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02:23:08.040 --> 02:23:08.850

Cooper City Hall: so

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02:23:09.690 --> 02:23:11.470

Cooper City Hall: can't well, to talk about that.

1033

02:23:11.880 --> 02:23:23.099

Cooper City Hall: Happy to have the conversation with me as well. Yes, ma'am, thank you. And then the other thing was, we had talked about some ordinances between you and Jacob about

1034

02:23:23.100 --> 02:23:44.149

Cooper City Hall: codifying some of our ord our ordinances that involve that we cite properties to codifying those under parking as well. I don't think this is your ordinance. You're referring to Commissioner, but we do have an ordinance with regards to swale parking, and that'll be coming to you for first reading at the next meeting vehicle

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02:23:44.150 --> 02:24:08.489

Cooper City Hall: also like making that a parking so, Commissioner, what we did is we? And this is why it's taken some time. We've worked very diligently with city attorney's office on actually revising that entire section to not just deal with swail parking, but also looking at the commercial vehicle aspect. And how can we cite, let's say, commercial vehicle in a public area or private road, like the CD. And so forth.

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02:24:08.490 --> 02:24:16.650

Cooper City Hall: And we come to a resolution on that I believe we have a I believe we have a solid ordinance to bring back to your next meeting.

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02:24:16.670 --> 02:24:21.660

Cooper City Hall: you know. Adopt that whole thing, and write the ticket to the vehicle, because otherwise, if you park it

1038

02:24:22.860 --> 02:24:26.270

Cooper City Hall: in Montera on CD property, it's not citable.

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02:24:26.490 --> 02:24:29.320

Cooper City Hall: If we don't have it where it could tag to the vehicle right?

1040

02:24:30.359 --> 02:24:39.250

Cooper City Hall: Lean against public properties. You can't cite the public agency to be in the CD. So that that is an issue we're looking at because you could make parking violations almost anything. Right?

1041

02:24:39.480 --> 02:24:48.060

Cooper City Hall: Generally there's limitations. But yes, generally. Okay. And this further, that I'm guessing. This is also so it's not tied to the house. Because if you park

1042

02:24:48.300 --> 02:24:58.449

Cooper City Hall: in front of somebody else's house, correct, it's not. Yeah. Right there. Yeah. The intent is to connect it to the vehicle. Okay, yeah, okay, thank you very much. My pleasure.

1043

02:25:02.190 --> 02:25:06.840

Cooper City Hall: Good evening, Mr. Mayor. Commissioner, city manager, staff and residents.

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02:25:07.630 --> 02:25:11.070

Cooper City Hall: I have a few updates to my Report.

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02:25:12.077 --> 02:25:15.979

Cooper City Hall: Commissioner Malozi and rest of the Commission.

1046

02:25:16.748 --> 02:25:28.949

Cooper City Hall: The hydrants in front of City Hall, Community Center and Memorial Park have been painted white, ready for the Team Council to put on their designs that should be happening in the next week or so.

1047

02:25:32.720 --> 02:25:34.126

Cooper City Hall: Commissioner Katzman,

1048

02:25:35.480 --> 02:25:45.259

Cooper City Hall: This morning Dr. Fine, from Nova Southeastern University, finished her presentation of all 3 shifts at Fire Station 28,

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02:25:45.530 --> 02:25:51.159

Cooper City Hall: and she will be doing a presentation in the community Center

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02:25:52.770 --> 02:25:54.770

Cooper City Hall: with the adult programs.

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02:25:54.860 --> 02:25:57.609

Cooper City Hall: and that'll be on June fifth at one o'clock.

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02:25:57.770 --> 02:26:04.220

Cooper City Hall: You want to share with the rest of us who Dr. Fine is, and what kind of a program. She is doing a

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02:26:04.480 --> 02:26:07.419

Cooper City Hall: presentation on blood pressure nuances.

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02:26:07.730 --> 02:26:12.149

Cooper City Hall: mainly not for the emergency setting, but for

1055

02:26:12.210 --> 02:26:13.820

Cooper City Hall: when the

1056

02:26:14.170 --> 02:26:23.010

Cooper City Hall: patients go to visit aftercare, they go to their doctor's office, and all that different ways of keeping your blood pressure in check.

1057

02:26:23.738 --> 02:26:33.439

Cooper City Hall: Some of the, you know the nuances, or whatever is something that she's working with a group at Nova Southeastern. It's a grant funded program.

1058

02:26:33.710 --> 02:26:39.330

Cooper City Hall: and like, I say, she's she's already gone through the 3 shifts at the at the fire station.

1059

02:26:39.360 --> 02:26:45.019

Cooper City Hall: and she's going to be conducting a class at the community center.

1060

02:26:45.420 --> 02:26:49.059

Cooper City Hall: and we'll be sending out a flyer on the newsletter

1061

02:26:49.100 --> 02:26:50.919

Cooper City Hall: to let the residents know

1062

02:26:50.930 --> 02:26:54.119

Cooper City Hall: that this program will be happening.

1063

02:26:54.590 --> 02:26:57.370

Cooper City Hall: and hopefully we'll get a good turnout on that.

1064

02:26:57.830 --> 02:27:05.399

Cooper City Hall: She will be showing up with approximately 5 of her students that will be assisting in the delivery of this program.

1065

02:27:07.832 --> 02:27:12.649

Cooper City Hall: Also. Today. Our Bso life safety educators

1066

02:27:12.710 --> 02:27:16.609

Cooper City Hall: attended the car fit for seniors and assisted

1067

02:27:16.640 --> 02:27:22.100

Cooper City Hall: law enforcement and basically providing a safe

1068

02:27:22.170 --> 02:27:25.210

Cooper City Hall: driving experience. Making sure that

1069

02:27:25.300 --> 02:27:41.999

Cooper City Hall: the car fits the person. Make sure that the the seats are in the right position. Mirrors, seat belts, everything that will provide a safer driving experience for the for the individual and the passengers. So that was conducted this this morning.

1070

02:27:43.240 --> 02:27:46.599

Cooper City Hall: At Fire Station 28 this week

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02:27:46.780 --> 02:27:50.819

Cooper City Hall: we're conducting annual hose and ground ladder testing.

1072

02:27:51.550 --> 02:27:58.049

Cooper City Hall: This will be conducted by a company called Waterways of Central Florida.

1073

02:27:59.370 --> 02:28:09.100

Cooper City Hall: This is again an annual test. They come out and they test all the lengths of hose, spare hose, and then ground ladders to make sure they meet specifications.

1074

02:28:11.810 --> 02:28:14.729

Cooper City Hall: One other thing we have coming up

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02:28:16.750 --> 02:28:19.230

Cooper City Hall: on April 20 fifth will be

1076

02:28:19.430 --> 02:28:27.510

Cooper City Hall: a broward. Fire Academy will be conducting confined space entry training at Station 28.

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02:28:28.130 --> 02:28:31.620

Cooper City Hall: This confined space entry training consists of

1078

02:28:33.220 --> 02:28:39.429

Cooper City Hall: putting personnel into the storm drain, which is located behind Station 28.

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02:28:39.820 --> 02:28:43.709

Cooper City Hall: They will crawl through the culvert to Sterling Road.

1080

02:28:43.720 --> 02:28:51.970

Cooper City Hall: where they will rescue a person in the Catch basin backboard that patient, and bring them out through the culvert.

1081

02:28:52.470 --> 02:28:58.830

Cooper City Hall: And this is part of a program that Broward Fire Academy has been doing for numerous years.

1082

02:28:58.920 --> 02:29:01.460

Cooper City Hall: I actually attended this course

1083

02:29:02.400 --> 02:29:08.010

Cooper City Hall: 2530 years ago. They don't want to, you know it's like I've been in it that long. But yes.

1084

02:29:10.350 --> 02:29:15.080

Cooper City Hall: Today I received 4 applications for the firefighter scholarship

1085

02:29:15.180 --> 02:29:17.200

Cooper City Hall: from Cooper City High School.

1086

02:29:17.994 --> 02:29:22.669

Cooper City Hall: I will be conducting interviews of the 4 applicants next week.

1087

02:29:23.220 --> 02:29:27.900

Cooper City Hall: and then we will be presenting the scholarships on awards night

1088

02:29:28.000 --> 02:29:30.140

Cooper City Hall: which will be on May thirteenth.

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02:29:30.400 --> 02:29:33.590

Cooper City Hall: at 6 PM. At the High School itself.

1090

02:29:35.699 --> 02:29:43.490

Cooper City Hall: We are also having the broward sheriff's office life safety Educators, presenting

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02:29:43.900 --> 02:29:48.470

Cooper City Hall: at the autism friendly business workshop

1092

02:29:49.090 --> 02:29:56.450

Cooper City Hall: which will be conducted on April seventeenth, from 6 30 to 8 PM. And that'll be here in the chambers.

1093

02:29:58.310 --> 02:30:03.639

Cooper City Hall: We're also gearing up for autism. Awareness day at the fire station.

1094

02:30:03.650 --> 02:30:07.220

Cooper City Hall: and that'll be April 20 seventh. That'll be

1095

02:30:07.920 --> 02:30:15.049

Cooper City Hall: morning event should end around noon. We're having multiple types of vehicles. Vendors.

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02:30:16.580 --> 02:30:19.720

Cooper City Hall: the life safety educators will be out there.

1097

02:30:19.890 --> 02:30:23.009

Cooper City Hall: There'd be light snacks provided.

1098

02:30:23.990 --> 02:30:28.959

Cooper City Hall: and as let we did it last year, and it was a great turnout, and everyone had a good time.

1099

02:30:30.340 --> 02:30:34.689

Cooper City Hall: Cert is currently going around to all the businesses and

1100

02:30:34.950 --> 02:30:42.610

Cooper City Hall: getting the aed information in which they're providing to me. And then I'm placing it in the post point a d app.

1101

02:30:42.910 --> 02:30:44.650

Cooper City Hall: so you'll see

1102

02:30:44.710 --> 02:30:50.439

Cooper City Hall: Aeds start to pop up throughout the city. Now, as I as I place them into the app

1103

02:30:50.580 --> 02:30:51.210

Cooper City Hall: and

1104

02:30:52.050 --> 02:30:56.600

Cooper City Hall: they will eventually get to all the businesses within within the city.

1105

02:30:58.465 --> 02:31:01.320

Cooper City Hall: One other thing is just a

1106

02:31:01.410 --> 02:31:03.980

Cooper City Hall: there was a typo in the fire trees report

1107

02:31:04.300 --> 02:31:06.469

Cooper City Hall: on mutual aid. Incidents.

1108

02:31:07.890 --> 02:31:10.770

Cooper City Hall: We responded outside 20 times.

1109

02:31:11.030 --> 02:31:13.799

Cooper City Hall: The report had the wrong number.

1110

02:31:13.820 --> 02:31:18.580

Cooper City Hall: and we had outside agencies respond into the city 15 times.

1111

02:31:20.140 --> 02:31:22.300

Cooper City Hall: and that completes my report.

1112

02:31:23.250 --> 02:31:24.759

Cooper City Hall: Any question to the chief.

1113

02:31:25.420 --> 02:31:30.309

Cooper City Hall: Thank you. How's that? The rescue truck they're making going

1114

02:31:32.370 --> 02:31:33.840

Cooper City Hall: the rescue truck.

1115

02:31:34.410 --> 02:31:41.439

Cooper City Hall: It's you. Tell me the first one is still in production. Yeah, like, remember, you couldn't get a hold of people or something.

1116

02:31:41.590 --> 02:31:44.140

Cooper City Hall: Yeah, they can. I can. I can. Excellent.

1117

02:31:44.400 --> 02:31:46.910

Cooper City Hall: Remember, you couldn't get a hold of the people and things.

1118

02:31:47.420 --> 02:32:07.358

Cooper City Hall: I'm sorry. Say it again. You were having trouble with the vendor. How's that going? Are they are they responding now, are they making the truck? Yeah, the the truck is starting production in June, and it should be completed in September. So they've been more responsive now. Yeah, they're more responsive now. We're just ironing out a few engineering items. But

1119

02:32:07.960 --> 02:32:17.279

Cooper City Hall: we should get the final drawings shortly. But the production is not going to be delayed because of it. Okay? And the other truck is

1120

02:32:17.470 --> 02:32:23.940

Cooper City Hall: also the other truck. Again, I'm speaking with the city manager.

1121

02:32:24.540 --> 02:32:25.280

Cooper City Hall: Yeah.

1122

02:32:25.780 --> 02:32:26.590

Cooper City Hall: Hmm.

1123

02:32:27.440 --> 02:32:35.990

Cooper City Hall: yeah, there's only 2 that were, wait. They're being built. Yeah, we've already ordered. Yeah, how's that going? He's talking about the 2 you've already ordered chief, the latter.

1124

02:32:36.000 --> 02:32:41.699

Cooper City Hall: the latter truck again, is on schedule. That's gonna be August of 2025.

1125

02:32:43.030 --> 02:32:46.159

Cooper City Hall: And like, I say, the rescue hopefully this year

1126



02:32:46.390 --> 02:32:56.660

Cooper City Hall: that we already have the engine and the second rescue, speaking with the city manager on trying to get alternative funding. And and so we can make that second purchase

1127

02:32:59.230 --> 02:33:05.559

Cooper City Hall: question for you, chief. You indicated that the inspection is for the I think you said the fixed flatters.

1128

02:33:06.430 --> 02:33:18.129

Cooper City Hall: Yeah. Ground ladders, right? What happened to the area ladders. When are they inspected? They were inspected last month, and that was part of my report. They passed with no issues.

1129

02:33:18.410 --> 02:33:36.189

Cooper City Hall: They indicated that it was a clerical error or a typo, I think, is what? Yeah, just a typo. Yes. So where? Cause I'm just looking at the report now, and I see that it says 7 from Pemmer Pines, 0 from Hollywood, 13 from Davey is where Bso responded. Outside

1130

02:33:36.450 --> 02:33:39.080

Cooper City Hall: are those numbers correct? Yes.

1131

02:33:39.430 --> 02:33:59.299

Cooper City Hall: outside agencies responded to Cooper City. It says, Pember pines twice and 13 from Davey correct. So those numbers are correct. Those numbers are correct in the graph. It's in the narrative just above that. Then the numbers were incorrect. Okay, typo, 29 times and then receiving assistance. 14 and 14. Yeah, that's where the typo was.

1132

02:34:00.050 --> 02:34:01.909

Cooper City Hall: The graph itself is correct.

1133

02:34:03.080 --> 02:34:04.610

Cooper City Hall: Thank you. And

1134

02:34:05.100 --> 02:34:10.249

Cooper City Hall: you know you go through the report. I don't know why I always have questions on your report.

1135

02:34:10.370 --> 02:34:14.749

Cooper City Hall: So where is 2850 Pine Island Road.

1136

02:34:15.390 --> 02:34:17.720

Cooper City Hall: That is the Alf

1137

02:34:17.930 --> 02:34:20.379

Cooper City Hall: that is up by Sheridan Street

1138

02:34:20.780 --> 02:34:22.050

Cooper City Hall: next time

1139

02:34:22.360 --> 02:34:29.979

Cooper City Hall: can you identify? Because it took us time today in the agenda Review to figure out where 2850 was

1140

02:34:30.730 --> 02:34:32.230

Cooper City Hall: understood. Thank you.

1141

02:34:33.100 --> 02:34:35.499

Cooper City Hall: Anything else from the Archie.

1142

02:34:36.110 --> 02:34:36.936

Cooper City Hall: Thank you.

1143

02:34:37.850 --> 02:34:46.109

Cooper City Hall: Moving on to Commissioner concerns. Cause that pines 1, 8 50. I don't know cause it wasn't listed as a joke. Oh.

1144

02:34:46.760 --> 02:34:47.469

Cooper City Hall: would you say

1145

02:34:48.040 --> 02:34:50.480

Cooper City Hall: Commissioner concerns Commissioner Charter

1146

02:34:50.590 --> 02:34:52.100

Cooper City Hall: and their concerns?

1147

02:34:52.680 --> 02:34:54.550

Cooper City Hall: Commissioner Katzman?

1148

02:34:55.130 --> 02:34:56.738

Cooper City Hall: Just a few things.

1149

02:34:58.530 --> 02:34:59.740

Cooper City Hall: the.

1150

02:35:00.420 --> 02:35:01.830

Cooper City Hall: I want to remind

1151

02:35:02.240 --> 02:35:05.839

Cooper City Hall: residents that the Mother's Day event is coming up.

1152

02:35:06.431 --> 02:35:09.439

Cooper City Hall: Please register online registration is open.

1153

02:35:11.450 --> 02:35:15.160

Cooper City Hall: thank you. To those who made that happen the pool hours.

1154

02:35:15.370 --> 02:35:18.520

Cooper City Hall: The pool is open at 6 am. I've been there.

1155

02:35:18.770 --> 02:35:32.729

Cooper City Hall: I don't see any other people sometimes, so I wanna make sure peep. The residents go so that we keep it open because they know what's gonna happen is they're gonna say, well, we wanna close it because nobody's coming, so make sure you go swim laps there

1156

02:35:34.620 --> 02:35:38.501

Cooper City Hall: or do whatever you get, whatever you want to do in the pool.

1157

02:35:39.660 --> 02:35:43.239

Cooper City Hall: little frolic or dive. Snorkel. Yeah, sure.

1158

02:35:44.910 --> 02:36:00.026

Cooper City Hall: The one request I had. I sometimes have get messages from residents like they didn't hear what the vote was, or they didn't pick up on our our microphone. So wanted to request either Mayor Ross or Miss

1159

02:36:00.540 --> 02:36:03.960

Cooper City Hall: Alan, if you could announce the result.

1160

02:36:04.880 --> 02:36:06.049

Cooper City Hall: Just, you know.

1161

02:36:06.320 --> 02:36:07.510

Cooper City Hall: past 2 to

1162

02:36:08.150 --> 02:36:10.379

Cooper City Hall: the 3 to 2, or whatever you know.

1163

02:36:11.042 --> 02:36:12.939

Cooper City Hall: Thank you, and

1164

02:36:13.220 --> 02:36:32.640

Cooper City Hall: real quick. I had an opportunity to serve on a jury past couple of days, and it was an enlightening experience, a very positive experience. So I do encourage residents to do their civic duty if they're called, and go in with an open mind, because I was a little nervous.

1165

02:36:33.170 --> 02:36:38.610

Cooper City Hall: It was a civil trial, but thanks for trying. There was no murder involved.

1166

02:36:39.342 --> 02:36:40.580

Cooper City Hall: It will become.

1167

02:36:40.760 --> 02:36:52.419

Cooper City Hall: Yeah, thank goodness, cause I don't. I wouldn't want to be on that jury, but but just saying you know it was. It was a positive experience, and I

1168

02:36:52.680 --> 02:36:53.809

Cooper City Hall: hope other

1169

02:36:54.870 --> 02:36:57.469

Cooper City Hall: folks get a good experience as well. Thank you.

1170

02:36:57.660 --> 02:36:58.680

Cooper City Hall: Thank you.

1171

02:36:59.645 --> 02:37:00.490

Cooper City Hall: Oops.

1172

02:37:01.490 --> 02:37:03.640

Cooper City Hall: I have nothing, thank you.

1173

02:37:04.620 --> 02:37:10.940

Cooper City Hall: Any ones wishing to. Oh, I'm sorry commission. I'm trying to do 20 things.

1174

02:37:11.210 --> 02:37:15.802

Cooper City Hall: I just wanna wish everyone a happy holiday that celebrates, and

1175

02:37:16.590 --> 02:37:23.649

Cooper City Hall: thanks, staff for everything that they do. And I look forward to mother, daughter T. It's going to be a mystery

1176

02:37:23.730 --> 02:37:28.430

Cooper City Hall: that is going to be very fun to participate in Yay.

1177

02:37:29.120 --> 02:37:30.100

Cooper City Hall: Thank you.

1178

02:37:30.500 --> 02:37:38.259

Cooper City Hall: Thank you. Anyone for additional comments here in Coop City. Anyone on virtual do I have motion?

1179

02:37:38.380 --> 02:37:40.531

Cooper City Hall: Thank you very much. Have a good evening.

1180



02:37:43.540 --> 02:37:44.809

Cooper City Hall: don't you know.



## CITY COMMISSION ORDINANCE/RESOLUTION

**TITLE:** Resolution 24-10 (Community Development)

**DATE:** April 30, 2024

**DESCRIPTION:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE STATEWIDE MUTUAL AID AGREEMENT FOR THE REQUEST, PROVISION, AND RECEIPT OF INTERJURISDICTIONAL MUTUAL ASSISTANCE AMONG THE POLITICAL SUBDIVISIONS WITHIN THE STATE EMERGENCY MANAGEMENT ACT, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**CITY MANAGER RECOMMENDATION:**

The City Manager Recommends approval of this item in order to be eligible for assistance after a disaster.

**ANALYSIS:**

The State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency. Florida law also authorizes the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area.

By adopting the Statewide Mutual Aid Agreement, the City will maximize the prompt, full, and effective use of resources of all participating governments in the event of an emergency or disaster. In order to qualify for assistance, the City of Cooper City must approve the Statewide Mutual Aid Agreement.

The "Comprehensive Emergency Management Plan" is the biennial plan issued by the Division in accordance with Florida Statute 252.35(2)(a).

**STRATEGIC PLAN:**

This agreement promotes public safety and welfare.

**FISCAL IMPACT:**

There is no cost to the City to participate.

**ALTERNATIVES:**

There is no alternative if the City wants to be eligible for assistance after a disaster.

**ATTACHMENTS:**

- 1. Statewide Mutual Aid Agreement
- 2. Resolution 24-10

Workflow History 			
User	Task	Action	Date/Time
Chockley, Jason	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to City Attorney	04/08/24 11:14 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	04/08/24 11:15 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	04/15/24 04:16 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/19/24 12:50 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/19/24 01:13 PM

**RESOLUTION NO. 24-10**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE STATEWIDE MUTUAL AID AGREEMENT FOR THE REQUEST, PROVISION, AND RECEIPT OF INTERJURISDICTIONAL MUTUAL ASSISTANCE AMONG POLITICAL SUBDIVISIONS WITHIN THE STATE IN ACCORDANCE WITH THE STATE EMERGENCY MANAGEMENT ACT, ATTACHED HERETO AS EXHIBIT “A” AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Cooper City’s professional staff has recommended the execution of the Statewide Mutual Aid Agreement for the request, provision, and receipt of interjurisdictional mutual assistance among political subdivisions within the State in accordance with the State Emergency Management Act; and

WHEREAS, the City Commission finds that entering into the statewide mutual aid agreement 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. All exhibits attached hereto and incorporated herein and made a part hereof.

**Section 2:**    That the City Commission hereby approves and authorizes the execution of the Statewide Mutual Aid Agreement for the request, provision, and receipt

of interjurisdictional mutual assistance among political subdivisions within the State in accordance with the State Emergency Management Act, a copy of which is attached hereto as Exhibit “A” and made a part hereof by this reference.

**Section 3.** That the appropriate City officials are hereby authorized and directed to take any and all action necessary to effectuate the intent of this resolution.

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

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

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

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2024.

\_\_\_\_\_  
GREG ROSS  
Mayor

ATTEST:

\_\_\_\_\_  
TEDRA ALLEN, MMC  
City Clerk

**ROLL CALL**

Mayor Ross \_\_\_\_\_  
Commissioner Green \_\_\_\_\_  
Commissioner Shrouder \_\_\_\_\_  
Commissioner Katzman \_\_\_\_\_  
Commissioner Mallozzi \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
JACOB G. HOROWITZ  
City Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

### ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Meeting Date: 04/30/2024 Item #4.



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

## ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

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Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)<sup>1</sup>.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

<sup>1</sup> FDEM approved documents such as activity logs and mutual aid forms can be found at:  
[https://portal.floridadisaster.org/projects/FROC/FROC\\_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D](https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D)



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

## ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

## ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

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Ron DeSantis, Governor

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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

**ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT**

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
  
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
  
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

## ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

## ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

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regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

## ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

**NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.**

*The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.*

*FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date specified below:



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk or Deputy Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

County Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A CITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

City Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Entity



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Entity



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SCHOOL DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
COMMUNITY COLLEGE,  
STATE OF FLORIDA

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
UNIVERISTY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Board





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SPECIAL DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Meeting Date: 04/30/2024 Item #4.



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
AUTHORITY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Board



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:

TRIBAL COUNCIL OF THE  
\_\_\_\_\_ TRIBE OF FLORIDA

By: \_\_\_\_\_

Council Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Council



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by \_\_\_\_\_

\_\_\_\_\_ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

I certify that the foregoing is an accurate copy of the Resolution adopted by

\_\_\_\_\_ on \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT
Encompassed Entities

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

Two columns of horizontal lines for listing entities.



**CITY COMMISSION  
STAFF REPORT**

**DEPARTMENT:** Parks and Recreation

**DATE:** April 30, 2024

**SUBJECT:** Motion to approve the Recommendation of Award of Contract to Miller Legg for the Parks and Recreation Master Plan.

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends awarding the contract to Miller Legg for the Parks and Recreation Master Plan.

**BACKGROUND OF ITEM:**

The Parks and Recreation Department issued a Request for Proposal (RFP) for the development of a comprehensive master plan to guide the future growth and development of our parks and recreational facilities and programs. The purpose of this master plan is to ensure the efficient and effective use of City’s resources, enhance community engagement, and align our parks and recreational offerings with the needs and preferences of our residents.

**ANALYSIS:**

The decision to recommend Miller Legg for this project follows a thorough evaluation process. The RFP was issued on December 22, 2023, and proposals were due on January 31, 2024. The City received a total of four (4) proposals from the following qualified firms:

- Bermello Ajamil & Partners
- Chen Moore and Associates
- Miller Legg
- Walters Zackria Associates

Each proposal was carefully reviewed and scored based on various criteria, including the firm's qualifications and experience, qualifications and experience of key personnel, best overall approach to the scope of services, past performance, and price proposal (proposed timeline and cost).

Miller Legg emerged as the top-ranked firm in both evaluation committee meetings involving presentations and Q&A based on their extensive experience in developing parks and recreation master plans for communities similar to ours. Their proposal demonstrated a deep understanding

of our community's unique characteristics and challenges, and their approach emphasized stakeholder involvement and sustainable planning principles.

The Master Plan will be conducted in a nine (9) to ten (10) month time frame.

**STRATEGIC PLAN:**

This initiative aligns closely with the city's strategic plan Priority 3 – A Strong Sense of Place. By investing in a comprehensive master plan for our parks and recreational facilities, we aim to create vibrant and inclusive spaces that promote health, well-being, and social cohesion among our residents.

**PROCUREMENT:** [Sec. 2-256 - Methods of Source Selection \(3\) Request for Proposals](#)

**FISCAL IMPACT:**

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>
300-710-56390-519-24015	\$175,000	\$173,500	\$1,500.00

**ALTERNATIVES:**

The City has several user groups wishing to expand facilities and identify alternative options for recreational use. Investing in a Master Plan would provide an opportunity for the City to be able to identify the maximum use of recreational opportunities. If the City did not invest in a Master Plan, City staff would have to work amongst themselves to create and develop alternatives to accommodate the user groups. City staff is not well versed as experts in Master planning and crucial information could be omitted. Not having a Master Plan has also hindered the City from applying for grants or exploring grant opportunities.

**ATTACHMENTS:**

1. City of Cooper City Agreement – Miller Legg
2. Exhibit A – Solicitation
3. Exhibit B – Miller Legg Submittal
4. Tabulations
5. Vendor Compliance



Workflow History <span style="float: right;">^</span>			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Purchasing	04/17/24 03:53 PM
Dodgen, Brandon	Assigned to Purchasing	COMPLETE: Forward to City Clerk	04/17/24 04:14 PM
Allen, Tedra	Assigned to City Clerk	Route to Budget	04/19/24 08:36 AM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to City Clerk	04/19/24 08:38 AM
<p><i>The GL Line item is 300-710-563190-519-24015. I tried to upload an updated Staff Report Word File but I do not see where it was uploaded. Besides the missing line item, the fiscal impact section of the staff report is correct.</i></p>			
Allen, Tedra	Assigned to City Clerk	Route to Attorney	04/19/24 09:01 AM
<p><i>GL Line updated</i></p>			
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	04/19/24 09:56 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	04/19/24 02:34 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/19/24 03:39 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/19/24 03:49 PM

**AGREEMENT BETWEEN THE CITY OF COOPER CITY  
AND MILLER LEGG & ASSOCIATES, INC.**

**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 50<sup>th</sup> Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

**MILLER LEGG & ASSOCIATES, INC.**, a consulting firm, authorized to do business in the State of Florida, with a business address of **13680 NW 5<sup>th</sup> Street, Suite 200, Sunrise, FL 33325** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1  
PREMABLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Friday, December 22, 2023**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **parks and recreation master plan** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFP 2023-6-REC  
"PARKS AND RECREATION MASTER PLAN"**

1.2 On **Wednesday, January 31, 2024**, 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 **parks and recreation master plan**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof,

("Property") in accordance with the Scope of Services outlined in the specifications, "**RFP 2023-6-REC**", **PARKS AND RECREATION MASTER PLAN** 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 the duration of the project, City acceptance, and payment of the project.

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:

**MILLER LEGG & ASSOCIATES, INC.**  
**Attn: Michael D. Kroll, RLA, FASLA**  
**13680 NW 5<sup>th</sup> Street, Suite 200**  
**Sunrise, FL 33325**

#### **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, errors, omissions, or negligent acts of CONTRACTOR, its agents, servants, or employees in the performance under this Agreement, to the extent permitted by Florida Statute 725.08. CONTRACTOR shall be responsible 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, consistent with applicable law.

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.

6.5 Pursuant to Florida Statute 558.0035, it is agreed that any design professional engaged by the consultant shall not be held individually liable for damages resulting from negligence occurring within the course and scope of this agreement.

## **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 policies required herein
- 2. Waiver of all Rights of Subrogation against the CITY
- 3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
- 4. Contractors’ policies shall be Primary & Non-Contributory

5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

## **ARTICLE 8**

### **INDEPENDENT CONTRACTOR**

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

## **ARTICLE 9**

### **VENUE**

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

## **ARTICLE 10**

### **PUBLIC RECORDS**



10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK  
9090 SW 50<sup>th</sup> PLACE  
COOPER CITY, FL 33328  
(954) 434-4300  
[PRR@CooperCity.gov](mailto:PRR@CooperCity.gov)**

**ARTICLE 11  
FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT**

**ARTICLE 12  
SCRUTINIZED COMPANIES -- 287.135 AND 215.473**

12.1 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its

affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

### **ARTICLE 13**

#### **E-VERIFY**

13.1 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

### **ARTICLE 14**

#### **MISCELLANEOUS**

14.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Ryan Eggleston  
City Manager  
City of Cooper City  
9090 S.W. 50<sup>th</sup> 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: **President**  
**Michael D. Kroll, RLA, FASLA**  
**MILLER LEGG & ASSOCIATES, INC.**  
**13680 NW 5<sup>th</sup> Street, Suite 200**  
**Sunrise, FL 33325**  
**E-mail: mkroll@millerlegg.com**  
**Telephone No: (954) 436-7000**

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

Meeting Date: 04/30/2024 Item #5.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:

BY: \_\_\_\_\_  
CITY MANAGER

BY: \_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: DocuSigned by: Jacob Horowitz April 15, 2024  
A503A1DDEFD5417...  
CITY ATTORNEY

WITNESSED BY:

CONTRACTOR:  
MILLER LEGG & ASSOCIATES, INC., a Florida corporation

\_\_\_\_\_  
Signature

BY: DocuSigned by: Mike Kröll April 15, 2024  
A5BA2E65358C4E1...

\_\_\_\_\_  
Print Name

Name: Mike Kröll

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Title: President

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Michael Kröll, as President of **MILLER LEGG & ASSOCIATES, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **MILLER LEGG & ASSOCIATES, INC.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and seal in the State and County aforesaid this 15 day of 2024.

Donna Delucia  
NOTARY PUBLIC  
Donna Delucia

Print or Type Name  
My Commission Expires: March 22, 2027



**CITY OF COOPER CITY**  
**Request for Proposal**

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**Parks and Recreation Master Plan**  
**RFP 2023-6-REC**

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For information, contact the Purchasing Division:

The Purchasing Division  
954-434-4300 Ext. # 268  
[Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov)

Release Date: Friday, December 22, 2023  
Due Date: Wednesday, January 31, 2024

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## NOTICE TO BIDDERS/PROPOSERS

**NOTICE IS HEREBY GIVEN** that the City of Cooper City, Florida, will be accepting sealed bids until 3:00 PM (EST) on Wednesday, January 31, 2024, from qualified contractors capable of providing a Parks and Recreation Master Plan. Bidders/Proposers shall comply with all rules and regulations for these services and follow the terms, conditions, and specifications contained in this solicitation. The Awarded vendor shall provide all labor, materials, insurance, and incidentals for the project to the City of Cooper City.

### Parks and Recreation Master Plan RFP 2023-6-REC

The detailed Request for Proposal (RFP) shall be obtained online at [www.DemandStar.com](http://www.DemandStar.com).

**Proposals must be received in the City Clerk’s Office located in City Hall, 9090 Southwest 50th Place, Cooper City, Florida 33328 no later than 3:00 PM (EST), Wednesday, January 31, 2024.** The outside of the envelope or box must be clearly marked “**RFP 2023-6-REC, Parks and Recreation Master Plan**” and shall contain one (1) identified, unbound original, five (5) copies, and one (1) electronic copy (flash drive) of your bid/proposal.

For questions and/or requests for information about this solicitation, please contact [Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov). Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum. All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid/Proposal Schedule. No part of your bid/proposal can be submitted via fax or e-mail.

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/bids and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Request for Proposal between a potential vendor, service provider, bidder, lobbyist, or; consultant and the City Commissioners, City’s professional staff including, but not limited to, the City Manager, Staff, and any member of the City’s selection or evaluation committee. The Cone of Silence excludes the City’s Purchasing Division or the City employee designated as responsible for administering the procurement process for this solicitation. For further information about the Cone of Silence, please contact the City’s Purchasing Division.

CITY OF COOPER CITY  
City Clerk’s Office

Please publish one (1) time on:

Friday, January 5, 2024

Please send invoice and proof of publication to:

Tedra Allen, CMC City Clerk  
City of Cooper City  
9090 SW 50 Place  
Cooper City, FL 33328  
TAllen@CooperCity.gov

## SECTION I – INTRODUCTION AND INFORMATION

*This solicitation may include the words "bid", "proposal" and "offer". These words are used interchangeably in reference to all offers submitted by prospective respondents in response to Requests for Quotes, Requests for Qualifications, Requests for Proposals and Invitations to Bid.*

### 1.1 PURPOSE

The City of Cooper City (the "City") will receive sealed bids on the date and time specified below for Parks and Recreation Master Plan as listed and specified herein and on the Bid Form which is and does become a part of this Bid.

### 1.2 DUE DATE & SUBMITTALS

**1.2.1** All bids are due no later than 3:00 PM (EST), Wednesday, January 31, 2024, to the Office of the City Clerk located at 9090 SW 50th Place, Cooper City, FL 33328. Bids shall be opened and publicly read in the Commission Chambers, on the date and at the time specified.

**1.2.2** Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications and Bid Form. The City encourages early submittal of bids.

**1.2.3** The completed, signed bid must be submitted in a **SEALED ENVELOPE CLEARLY MARKED WITH THE BID TITLE**. Bids mistakenly opened by City staff, due to failure of the Bidder to correctly identify the package, will be rejected. Telegraphic, facsimile and email bids will not be accepted.

**1.2.4** Bids received after the closing time and date, for any reason whatsoever, will not be considered. All bids received after that time will not be accepted and shall be returned to the Bidder. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City. Late bids will be rejected.

### 1.3 PRE-PROPOSAL MEETING – N/A

### 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 term of this Agreement shall be for the duration of the project, City acceptance, and payment of the project.

**1.5.2** Prior to extending any contract, and in exercising its discretion in its extension rights, the City shall review the Proposer's past performance, record of complaints, and compliance with the contract terms.

**1.5.3** The form and legal sufficiency of the Contract shall be subject to the approval of the City Attorney.

### 1.6 SUPPLY/DELIVERY LOCATION

All work performed under this agreement will be ordered by and delivered to the City of Cooper City, either remotely or in-person.

## 1.7 PRICE

Bidder/Proposer warrants, by virtue of bidding, that the bid and prices quoted in the solicitation will be firm for acceptance by the City for a period of at least one-hundred and twenty (120) days from the bid due date unless otherwise stated herein. Bidder acknowledges that, in certain circumstances, the City may require this amount of time to evaluate and award a bid.

## 1.8 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.

## 1.9 METHOD OF AWARD

### 1.9.1 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City

Refer to Section VI for the award.

**1.9.2** Bidder must provide a cost proposal listed on Bid Form to qualify for award of the contract.

**1.9.3** The City reserves the right to reject all bids or any portion of any bid the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and the City Code.

**1.9.4** 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.

**1.9.5** 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.

**1.9.6** While the City Commission may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Bid Form of this solicitation. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form(s) required by the City. If the Bidder is in default, the City, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second most responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

**1.9.7** 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

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. 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.

#### **Payment Method**

The City of Cooper City has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows vendors of the City of Cooper City to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

#### **PCI DSS (Payment Card Industry Data Security Standard) Compliance**

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Cooper City. Failure to produce documentation could result in termination of the contract.

BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY.

Invoices shall be emailed MONTHLY to [AccountsPayable@CooperCity.gov](mailto:AccountsPayable@CooperCity.gov), or sent via US Mail to City of Cooper City, 9090 SW 50 Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapters 218, Florida Statutes.

### 1.11 INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via email [Purchasing@CooperCity.gov](mailto: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 BILLING INSTRUCTIONS

Invoices, unless otherwise indicated, shall show any applicable purchase order number, task order, and respective Bid/Proposal number and shall be submitted to the Accounts Payable division of Finance located at 9090 SW 50 Place, Cooper City, FL 33328, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to [AccountsPayable@CooperCity.gov](mailto:AccountsPayable@CooperCity.gov).

### 1.13 WRITTEN CONTRACT

The awarded Bidder/Successful Proposer shall be required to enter into a written Contract with the City, The Contract form shall be prepared by the City and shall incorporate the terms of this solicitation, the accepted Bid, and include a termination

for convenience clause and other terms which may be required by the City and acceptable by the City Commissioners. The Contract shall be substantially in the form attached to this solicitation. No work shall be performed or payment due unless a written Contract is fully executed and approved by the City Commissioners.

**[END OF SECTION]**

**SECTION II – SOLICITATION SCHEDULE**

Item	Date
Request for Proposal Issued and Advertised	Friday, December 22, 2023
Last Date for Receipt of Questions of a Material Nature	Friday, January 19, 2024
<b>PROPOSAL DUE (Prior to 3:00PM EST)</b>	Wednesday, January 31, 2024
Review of Proposals & Selection of Candidates for Presentations	Week of February 5th, 2024 Through Week of February 12th, 2024
Presentations & Final Ranking	Week of February 19th, 2024
Recommendation of Award/Agenda Item Request	Friday, March 1, 2024
Anticipated Award of Contract by City Commission	Tuesday, March 12, 2024

\*\*\* Schedule subject to change \*\*\*

[END OF SECTION]

## SECTION III - GENERAL CONDITIONS

*These instructions are standard for all contracts for commodities or services issued through the City of Cooper City Finance Department - Purchasing Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisement.*

### 3.0 SPECIAL CONDITIONS

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

### 3.1 BID/PROPOSAL TABULATIONS

Proposers desiring a copy of the Bid/Proposal tabulation may obtain one online at [www.DemandStar.com](http://www.DemandStar.com).

### 3.2 NO BID/PROPOSAL

If not submitting a Bid/Proposal, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification shall be cause for removal of a supplier's name from the Bid/Proposal mailing list. NOTE: In order to qualify as a respondent, a Bid/Proposer shall submit a "no bid" and same shall be received no later than the stated Bid/Proposal opening date and hour.

### 3.3 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.

### 3.4 MISTAKES

Proposers are expected to examine the specifications, delivery schedules, Bid/Proposal prices and extensions and all instructions pertaining to supplies and services. Failure to do so shall be at the Bidder/proposer risk. In the case of a discrepancy in computing the total amount of the Bid/Proposal, the UNIT PRICE quoted shall govern.

### 3.5 ESTIMATED QUANTITIES

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

### 3.6 PROTESTS, APPEALS AND DISPUTES

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with this solicitation or the award of the resulting contract may protest to the City's Procurement Division. Protests shall be submitted in writing to the Purchasing Division no later than five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto. The decision of the Purchasing Agent shall be final unless within three (3) business days from the receipt of the decision, the protestant files a written appeal with the City Manager. The Purchasing Division shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid/Proposal or award challenge shall be assumed by the challenger. The decision of the City Manager shall be final and conclusive. The City Manager's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.  
(see [Cooper City Code of Ordinances Section 2-265](#) for further information.)

### 3.7 NON-CONFORMANCE TO CONTRACT CONDITIONS

Services may be tested for compliance with specifications. Services delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These services and services not delivered as per delivery date in Bid/Proposal and/or Purchase order or Task Order may be purchased on the open market with any increase in cost charged to the Proposer. Any violation of these stipulations may also result in:

- a. Vendor's name being removed from the vendor list;
- b. All City Departments being advised not to do business with vendor.

### 3.8 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.

### 3.9 LEGAL REQUIREMENTS

Federal, state, county and City laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

### 3.10 PATENTS AND ROYALTIES

The Proposer, without exception, shall indemnify and hold harmless the City of Cooper City, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any alleged or actual infringement of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Cooper City, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid/Proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

### 3.11 OSHA

The Proposer warrants that the products supplied and services rendered to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for same.

### 3.12 ANTI-DISCRIMINATION

The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Florida State Statute Section 202, Executive Order 11246, as amended by Executive Order 11375 and applicable laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

### 3.13 DEFAULT

In the event of default on a contract, the Successful Proposer shall pay all attorneys' fees and court costs incurred by City defending any suit or action arising from this solicitation or the resulting agreement, including any costs incurred to collect any liquidated damages. The City further reserves the right to retain any bonds issued with the Bid/Proposal.

### 3.14 DISCLAIMER

The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bid/Proposals; re-advertise this Bid/Proposal; postpone or cancel at any time this Bid/Proposal process; or waive any formalities of or irregularities in the bidding process. Bid/Proposals that are not submitted on time and/or do not conform to the City's requirements shall not be considered. After all Bid/Proposals are analyzed, organizations submitting Bid/Proposals that appear, solely in the opinion of the City, to be the most competitive, shall be submitted to the City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the Bid/Proposal, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this Bid/Proposal constitutes only an invitation to make presentations to the City. The City reserves the right to determine, at its sole discretion, whether any aspect of the Bid/Proposal satisfies the criteria established in this



Bid/Proposal. In all cases the City shall have no liability to any respondent for any costs or expense, incurred in connection with this Bid/Proposal or otherwise.

### **3.15 EVIDENCE**

The submission of a Bid/Proposal shall be prima facie evidence that the Proposer is familiar with and agrees to comply with the contents of this Bid/Proposal.

### **3.16 DEMONSTRATION OF COMPETENCY**

#### **3.16.1 Minimum Qualifications**

Proposers shall be in the business of parks and recreation master plan services and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least three entities similar in size and complexity to the City of Cooper City and the managerial and financial ability to successfully perform the work. Should proposer have provided service in the past 5 years for the City of Cooper City or be a current service provider, proposer must indicate what work was performed, contract number if available and contract/project value of the work performed.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

**3.16.2** Proposer or principals shall have relevant experience in parks and recreation master plan services. Assigned staff to supervise the work must have a minimum of 3-years of experience in parks and recreation master plan services and have served a similar size and complexity to the City of Cooper City.

**3.16.3** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

**3.16.4** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**3.16.5** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

**3.16.6** Pre-award inspection of the Bidder/proposer facility may be made prior to the award of contract. Bid/Proposals shall only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid/Proposal. Proposers shall be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure 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.

**3.16.7** The City shall consider any available evidence regarding the financial and technical qualifications and abilities of a Proposer as well as past performance (experience) with the City and any and all other evidence the City deems pertinent in making the award in the best interest of the City.

**3.16.8** The City may, during the term of the Contract between the City and the Successful Proposer is in force, review the Successful Proposer's record of performance to ensure that the Proposer is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Successful Proposer's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement

termination procedures if the City determines that the Successful Proposer no longer possesses the financial support, equipment and organization which would have been necessary during the term of the Contract in order to comply with this demonstration of competency section.

### **3.17 ASSIGNMENT**

The Successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract to any person, company or corporation without prior written consent of the City.

### **3.18 INDEMNIFICATION**

The Successful Proposer shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the Contract.

City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Awarded Vendor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or § 768.28, Florida Statutes, as may be amended from time to time.

### **3.19 NON-EXCLUSIVE**

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

### **3.20 UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

**3.21.1** The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

**3.21.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

**3.21.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

**3.21.4** The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

### **3.22 CANADIAN COMPANIES**

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment

entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

### 3.23 COLLUSION

By offering a submission pursuant to this Request for Proposal, the Proposer certifies the Proposer has not divulged, discussed, or compared his/her Bid/Proposal with other Proposers and has not colluded with any other Proposer or parties to this Bid/Proposal whatsoever. The Proposer certifies, and in the case of a joint Bid/Proposal, each party thereto certifies, as to his/her own organization, that in connection with this Bid/Proposal:

**3.23.1** Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor.

**3.23.2** Any prices and/or cost data quoted for this Bid/Proposal have not knowingly been disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the scheduled opening, directly or indirectly to any other Proposer or to any competitor.

**3.23.3** No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Bid/Proposal for the purpose of restricting competition.

**3.23.4** The only person or persons interested in this Bid/Proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid/Proposal or in the contract to be entered into.

**3.23.5** No person or agency has been employed or retained to solicit or secure the award of the Bid/Proposal upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Proposer.

### 3.24 CONE OF SILENCE

- A. Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Proposal/Invitation to Bid/Proposal between:
- i. a potential vendor, service provider, Proposer, lobbyist, or consultant, and;
  - ii. the City Commissioners, City's professional staff including, but not limited to, the City Manager and his/her staff, any member of the City's selection or evaluation committee.
- B. Restriction; Notice: A Cone of Silence shall be imposed upon each solicitation after its advertisement. At the time of imposition of the Cone of Silence, the City Manager or his/her designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. Additional notice thereof shall be provided to the affected departments, and to each City Commissioner. The City may include a statement disclosing the requirements of this section in any public solicitation for goods or services.
- C. Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular or special meeting) at which the City Manager makes a written recommendation to the City Commission for the award of the Contract. However, if the City Commission refers back to the City Manager or staff for further information, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- i. Oral communications at pre-solicitation meetings;
- ii. Oral presentations before selection or evaluation committees;

- iii. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation documents; in which case the Proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
  - iv. Communications regarding a particular solicitation between a potential vendor, service provider, Proposer, lobbyist or consultant and the City's Purchasing Division or City employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
- D. Penalties: Violation of this section by a particular Proposer shall render any award to said Proposer potentially void by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.
- E. Clarification: Please contact the City's Purchasing Division or the City employee designated responsible for administering the procurement process for this solicitation for any questions concerning "Cone of Silence" compliance.

### 3.25 ELIGIBILITY

All agents, employees and subcontractors of the Proposer retained to perform services pursuant to this Bid/Proposal shall comply with all laws of the United States concerning work eligibility.

### 3.26 PROPERTY

Property owned by the City is the responsibility of the City. Such property furnished to the Successful Proposer for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Successful Proposer shall be the responsibility of the Successful Proposer. Damages occurring to such property while in route to the City shall be the responsibility of the Successful Proposer. In the event such property is destroyed or declared a total loss, the Successful Proposer shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

### 3.27 TERMINATION FOR DEFAULT

If Successful Proposer defaults in its performance under the Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event the Successful Proposer shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Proposer was not in default or (2) the Successful Proposer's failure to perform is without his/her or his/her subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City.

### 3.28 TERMINATION

#### 3.28.1 Default by Contractor

In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure. The City shall be the sole judge of nonperformance.

#### 3.28.2 City Termination

- (a) In the event there should occur any Material Breach or Material Default in the performance of any covenant or obligation of Contractor which has not been remedied within thirty (30) days after receipt of written notice from City specifying such breach or default (or such longer

period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days, provided that Contractor has undertaken the cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), City, may if such breach or default is continuing, terminate this Agreement upon written notice to Contractor.

- (b) If Contractor shall fail to cure its breach or default as specified in this Section, City may terminate this Agreement upon thirty (30) days written notice. In such case, Contractor shall not be entitled to receive further payment for services rendered from the Effective Date of the Notice of Termination.
- (c) In addition, City may invoke performance and payment bonds and may enter into a separate contract for the completion of the Agreement, according to its terms and provisions, or use such other methods as in City's sole opinion shall be required for the completion of the Agreement.
- (d) All damages, costs and charges incurred by City, together with the cost of completing the terms and provisions of the Agreement, shall be deducted from any monies due or which may become due to Contractor. In case the damages, and expenses so incurred by City shall exceed the unpaid balance, then Contractor shall be liable and shall pay to City the amount of such excess.
- (e) If after Notice of Termination it is determined for any reason that Contractor was not in breach or default, then the rights and obligations of City and Contractor shall be the same as if the Notice of Termination had not been issued pursuant to the termination for cause clause as set forth in this Section.
- (f) Upon receipt of Notice of Termination, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise, deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries, such other information as may have been required under the terms of Agreement whether completed or in process.
- (g) The following events shall, without limitation, constitute a Material Breach or a Material Default by Contractor for purposes of this Section:
  - 1. Contractor shall abandon as hereinafter defined, the performance of Collection Services for a period of five (5) consecutive calendar days unless caused by event of Uncontrollable Force. As used herein, the term "abandon" shall refer to voluntary cessation of performance of Collection Service.
  - 2. The failure of Contractor to pay amounts owed to City under the terms of this Agreement within fourteen (14) calendar days after such amounts become finally due and payable.
  - 3. In the event that the Contractor becomes financially distressed as evidenced by one or more of the following:
    - i. Contractor fails to pay its debts when they become due;
    - ii. Contractor has filed for relief or reorganization and bankruptcy or insolvency;

- iii. Contractor makes an assignment for benefit of its creditors in lieu of taking advantage of any available bankruptcy or insolvency law;

Contractor shall consent to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; or if Contractor is adjudicated insolvent or shall take corporate action for the purpose of any of the foregoing.

- 4. The default by Contractor with respect to any obligation to any third party pertaining to Contractor or to Collection Services, which may permit any third party, either immediately or following notice and/or the passage of time to accelerate the maturity of any obligation of Contractor, to assume control of Contractor or take possession of or to transfer or caused to be transferred to any third party any portion of the assets of Contractor, but only if such default materially interferes with or prevents Contractor's performance under the terms of this Agreement.
- 5. If Contractor shall fail to submit a Performance Bond or a renewal or substitute Performance Bond as required pursuant to this Agreement.
- 6. If Contractor shall fail to diligently perform its work in accordance with the requirements of this Agreement.

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice, when it is in the best interest of the City. If the Contract is for supplies, products, equipment or software, and is terminated for convenience by the City, the Successful Proposer will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

### **3.28.3 Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

### **3.28.4 Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

### **3.29 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.

### 3.30 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, or in the event of federal jurisdiction, in the Southern District of Florida.

### 3.31 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Bid/Proposal or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and the Successful Proposer, or to create any other similar relationship between the parties.

### 3.32 AUDITS

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2022), as may be amended or revised, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

### 3.33 PUBLIC RECORDS:

- a. The Successful Proposer agrees to keep and maintain public records in Successful Proposer's possession or control in connection with Successful Proposer's performance under this Agreement. Successful Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Successful Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- b. Upon request from the City custodian of public records, Successful Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

- d. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Awarded Vendor shall be delivered by the Successful Proposer to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Successful Proposer shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Successful Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- e. Any compensation due to Successful Proposer shall be withheld until all records are received as provided herein.
- f. Successful Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.
- g. In accordance with Section 119.0701(1)(a), Florida Statutes, **IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CUSTODIAN OF PUBLIC RECORDS:**

CITY CLERK  
 CITY OF COOPER CITY  
 9090 SW 50 PLACE  
 COOPER CITY, FL 33328  
 954-434-4300 x #291  
[PRR@cooperCity.gov](mailto:PRR@cooperCity.gov)

### 3.34 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

### 3.35 E-VERIFY

- a. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, the Successful Proposer ("Contractor"), shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:



- b. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- c. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- d. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**3.36 BIDDERS AND PROPOSERS ARE HEREBY NOTIFIED OF THE INCLUSION OF FLORIDA STATUTE §287.05701, AS MAY BE AMENDED, REGARDING CONSIDERATION OF VENDOR RESPONSIBILITY:**

§287.05701 Prohibition against considering social, political, or ideological interests in government contracting. —

(1) As used in this section, the term "awarding body" means:

(a) For state contracts, an agency, or the department.

(b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.

(2)(a) An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

(b) An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

(3) Beginning July 1, 2023, any solicitation for the procurement of commodities or contractual services by an awarding body must include a provision notifying vendors of the provisions of this section.

**[END OF SECTION]**

## SECTION IV - SPECIAL CONDITIONS

### 4.1 GENERAL CONDITIONS

The General Conditions shown above (Section III) are modified as follows.

### 4.2 TIME OF COMPLETION

By virtue of the submission of a Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Awarded Vendor agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

### 4.3 INSURANCE

#### Insurance Requirements

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

#### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

\$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury

\$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

#### Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

#### Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

#### Disposal Coverage

Should the Contractor designate the disposal site during the term of this contract, Contractor shall furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

#### **4.3.1 Insurance Certificate Requirements**

The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

- The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- In the event the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Cooper City, FL

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

#### 4.4 BONDS

##### **4.4.1 Payment and Performance Bond NOT REQUIRED FOR THIS SOLICITATION**

The Proposer shall within fifteen (15) working days after notification of award, furnish to the City a Payment and Performance Bond, in the amount of one-hundred percent (100%) of the TOTAL PROPOSED AMOUNT as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company of recognized standing to do business in the State of Florida and having a resident agent.

The Proposer must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

**4.4 .2 Bid/Proposal Bond NOT REQUIRED FOR THIS SOLICITATION**

A proposal security payable to the City of Cooper City, FL, shall be submitted with the proposal response in the amount of five percent (5%) of the residential and commercial services (excluding rolloff) for the YEAR ONE (1) TOTAL PROPOSED AMOUNT. A proposal security can be in the form of a bid/proposal bond or cashier's check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful Proposer after acceptance of the Performance and Payment Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

Failure of the successful Proposer to execute a contract, provide a Performance Bond/Payment Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the proposal security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

**4.5 VARIANCES**

While the City allows Contractors to take variances to the solicitation terms, conditions, and specifications, the number and extent of variances taken shall be considered in determining Bid/Proposal responsiveness and in allocating Bid/Proposal evaluation points.

**4.6 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.

**4.7 SELLING, TRANSFERRING OR ASSIGNING CONTRACT**

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the prior written approval of the City.

**4.8 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 Cooper City. 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.

**4.9 CONTRACTORS' COSTS**

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

**4.10 MODIFICATION OF SERVICES**

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

The City reserves the right to delete any portion of the work 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 and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items

or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

If the Successful Proposer 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 Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

#### **4.11 BID/PROPOSAL ACKNOWLEDGMENT**

By submitting a Bid/Proposal, the proposer certifies that they have fully read and understands the Bid/Proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

#### **4.12 REQUESTS FOR ADDITIONAL INFORMATION BY CITY**

The proposer shall furnish such additional information as the City may reasonably require. This includes information which indicates financial resources as well as ability to provide the product(s) and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office or other authorities.

#### **4.13 ACCEPTANCE/REJECTION/MODIFICATION TO BIDS/PROPOSALS**

The City reserves the right to negotiate modifications to Bid/Proposals that it deems acceptable, reject any and all Bid/Proposals, and to waive minor irregularities in the Bid/Proposals.

#### **4.14 ADDENDUM OR AMENDMENT TO SOLICITATION**

If it becomes necessary to revise or amend any part of this solicitation, the City's Purchasing Division shall furnish the revision by written addendum and will post all addenda on the City's website.

#### **4.15 PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposal and the responses are in the public domain. However, the proposers are required to *identify specifically* any information contained in their Bid/Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All Bid/Proposals received from proposers in response to this solicitation will become the property of the City and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

#### **4.16 RECORDS RETENTION**

The Contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract resulting from this solicitation. All records, documents and information collected and/or maintained by others in the course of the administration of the agreement shall be transferred to electronic data storage media and copies given to the City to retain for its use. This information shall be made accessible at the awardees place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

#### **4.17 CONTRACT DOCUMENT**

The entire contents of this Request for Proposal along with the Bidder's or Proposer's Bid/Proposal and any subsequent task orders or change orders, are collectively an integral part of the contract between the City and the Contractor.

#### **4.18 FEDERAL REQUIREMENTS (Required for FEMA/Federal Grants) -**

Any reference made to CONTRACTOR in this section shall apply to the Successful Proposer, and also apply to any

subcontractor under the terms of this Contract. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

**4.18.1** CONTRACTOR shall assist CITY in completing any 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.

**4.18.2** If reimbursement is denied to CITY due to CONTRACTOR's negligence, including failure to comply with this Article, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

**4.18.3** Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 and Appendix II to 2 C.F.R. Part 200 shall prevail.

**4.18.3.1** 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.

**4.18.3.2 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.

**4.18.3.3 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.

**4.18.3.4 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.”

**4.18.3.5 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.”

**4.18.3.6** 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.”

**4.18.3.7** Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or Bid/Proposal for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

**4.18.3.8** 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).

**4.18.3.9** 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>.

**4.18.3.10** 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

**4.18.3.11** 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

**4.18.3.12** 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.

**4.18.3.13** 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.

**4.18.3.14** 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.

**4.18.3.15** 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.

**4.18.3.16** Fraudulent Statements. The contractor acknowledges that 31 U.S.C. Chap. 38 applies to the contractor's actions pertaining to this Contract.

**4.18.3.17** Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- (a) As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
- (b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit CONTRACTOR from providing:

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information described in this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The CONTRACTOR shall report the following information:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item

description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within ten (10) business days of submitting the information required in this section: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

**4.18.3.18 Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**4.18.3.19 Affirmative Socioeconomic Steps.** If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**4.18.3.20 License and Delivery of Works Subject to Copyright and Data Rights.** If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

[END OF SECTION]

## SECTION V - SCOPE OF WORK / TECHNICAL SPECIFICATIONS

### 5.1 TECHNICAL PROPOSAL

The Technical Proposal shall provide documentation of the proposed approach to providing the work and to meeting the requirements of this RFP. Proposers that fail to demonstrate their capability to meet these requirements through supporting documentation as specified herein may be deemed non-responsive. If a prescribed format or required documentation for the response to information requirements is listed below, Proposers should use said format and supply said documentation to be considered responsive.

### 5.2 GENERAL INFORMATION

The City of Cooper City is now accepting proposals to develop a comprehensive 10-year Parks and Recreation Master Plan. The principal rationale for a comprehensive Parks and Recreation Master Plan is to provide an optimal delivery system for park and recreation services and define present and future recreation needs for the community, consistent with the socio-economic, psycho-demographic, and development trends within the City. The Master Plan provides recommendations for provision of facilities, programs and services; parkland acquisition and development; maintenance and operations; as well as administration and management.

The Parks and Recreation Master Plan shall be officially approved by the City Commission as the policy-making body, updated periodically and linked to the capital improvement budget and a phased development program. The Master Plan shall implement policies adopted in the comprehensive plan for the City. Interested and affected agencies, organizations, and groups shall be engaged in the planning process.

In preparation of the Parks and Recreation Master Plan, other relevant City, County, State, and Regional Plans and policies should be reviewed and considered. These plans include, but are not limited to:

- City of Cooper City Policies and Procedures
- City of Cooper City Strategic Plan
- City of Cooper City Landscape Beautification Plan
- Comprehensive Plan Parks, Recreation, Open Spaces and Conservation Element
- Other Development and master planning documents
- Broward County Cultural Division Creative Broward 2020 Plan
- Broward MPO Long Range Comprehensive Plan
- Broward County Master Plan (2022)
- Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP)
- Southeast Florida Regional Partnership Seven50 Plan
- Southeast Florida Regional Climate Action Plan 3.0
- 10 – Minute Walk Program
- Commission for Accreditation of Parks and Recreation Agencies (CAPRA) \* 2019 National Accreditation Standards

\*Commission for Accreditation of Park and Recreation Agencies

The consultant shall carry out a public outreach program to obtain stakeholder input from various sources including City employees, neighborhood representatives and associations, relevant advisory boards, businesses, non-profit organizations, public representatives and agencies. Efforts should be made to reach diverse segments of the community including the underserved, various cultural and ethnic groups, youth, elderly, and individuals with disabilities, to obtain input for the Parks and Recreation Master Plan. Public outreach shall include on-line surveying and in-person outreach initiatives.

### 5.3. BACKGROUND

The City of Cooper City is a municipal corporation created by a Special Act of the Florida Legislature on June 20, 1959. Cooper City was founded by Morris Cooper who was able to turn a few acres of orange groves and cattle grazing land into a stable and beautiful community.

Located approximately 15 miles southwest of Fort Lauderdale, this 8.5 square mile bedroom community has the fourth highest median household income in Broward County. With an estimated population of 34,401 in 2020, the average age of all residents is approximately 40 years old.

With three public elementary schools, one middle school and one high school, as well as several private, charter and religious affiliated schools, an abundance of parks, recreational facilities, and programs for all ages, Cooper City has long been known as an excellent place to “grow families”.

Through the cooperative efforts of neighbors, businesses, and local government, Cooper City has evolved into a City that offers the best of all worlds – an attractive business environment and an outstanding quality of life for neighbors. The City of Cooper City is most well known for being *Someplace Special*, the successful proposer will integrate the City-wide slogan into this departmental master plan.

To attain National Parks and Recreation Association (NRPA) accreditation status, the Parks and Recreation Department must comply with CAPRA Standards for national accreditation, which are based on compliance with 151 standards. The process is a rigorous endeavor involving the assessment of the Department’s functions, activities and programs. Hundreds of documents are collected and compiled to demonstrate compliance with each standard. The Parks and Recreation Master Plan is a primary component of the documentation required for CAPRA accreditation.

This Master Plan should build upon previous comprehensive planning efforts such as the Parks and Recreation Element of the Comprehensive Plan. The Parks and Recreation Master Plan should consider parks, open space, corridors, public place, recreational facilities, and programs as the “park system.”

The Comprehensive Parks and Recreation Master Plan should include the following components:

1. Department Mission Vision and Objectives
2. Community Inventory and Assessment
3. Needs Assessment
4. Level of Service Standards
5. Parks and Recreation Strategic Plan
6. Recreation Trends Analysis
7. Recreation Programming Plan
9. Community Relations and Marketing Plan
10. Community Health and Environmental Responsibility Plan
11. Art in Public Places Plan

#### **Department Mission Vision and Objectives**

The consultant shall undertake a review of the Department’s existing mission, vision, objectives and core values. These shall be incorporated into the final Master Plan.

#### **Community Inventory and Assessment**

The consultant shall update the existing park system inventory within the City of Cooper City boundary and surrounding area.

The inventory shall include program elements, services and physical resources in the community to determine overlapping areas, areas of insufficient activity, and areas of omission or inadequacy. Priority must be placed on synergistic service delivery, partnership opportunities, as well as strategies to increase revenues.

The profile should identify parks that are owned and operated by the City, as well as other public agencies within the City's limits. This shall include contact information, programs and services offered, areas and facilities operated, of schools, public agencies, nonprofits and private enterprises.

A. Inventory and Assessment: Social Service and Recreation Programs and Services

1. Inventory available social service and recreation programs, recreation facilities, and related services: conduct a complete inventory of all agency facilities, programs and services, as well as alternative providers in the community.
2. Evaluate existing and projected levels of social service and recreation program services and determine adequacy of current social service and recreation opportunity for City residents and visitors.
3. Review and discuss existing funding mechanisms and cost recovery practices for recreation programs and services, and recommend appropriate levels of cost recovery through fees. Recommendations must balance cost recovery with issues of affordability.

B. Inventory and Assessment: Parks System Resources

1. Describe the inventory and conditions of existing parklands and other recreation facilities.
2. Work with staff and community to identify and define immediate needs and desired improvements within existing developed parks and greenways.
3. Evaluate community access to parks, facilities and services; establish local planning guidelines and standards for adequate access to recreation facilities and parks (consider park types i.e.: neighborhood community regional as well as greenways and open space); prepare an analysis of existing and future neighborhood areas, projected service populations, and parkland allocation recommendations within the urban boundary based on growth, transportation, and safety; identify and discuss current and anticipated access issues including barriers to participation; make specific recommendations addressing and future needs including parkland acquisition and development.
4. Identify, inventory, and rank unique natural and other open space resources for potential park system acquisition and/or parks development opportunity within the community.
5. Identify redevelopment opportunities within the existing community for potential park development.
6. Provide recommendations as needed to define acquisition priorities and accomplish parks system Master Plan goals implementation schedules toward establishing an integrated network of park resources and facilities within the fiscal limitations of the community.
7. Review Cooper City's planning, zoning and economic development ordinances pertinent to parks development issues; propose amendments and/or new ordinances as needed to accomplish parks development goals and objectives.



## C. Funding:

1. Provide a thorough analysis of existing funding practices, sources of funds, and funding levels for both “parks and facilities” and “social service and recreation programs and services.”
2. Project short-term and long-range funding levels required to support Master Plan goals and objectives relative to anticipated growth, development and long-term maintenance; describe methodologies and models used to determine projected costs.
3. Identify new or alternative sources of funds that might reasonably be developed to supplement existing funding methods; identify and discuss new funding practices that might present long-term funding stability.
4. Recommend long-term funding strategy(s) that combines and incorporates a diversity of funding options and techniques that will effectively support and achieve Master Plan goals and objectives for both parks development and recreational services.

## D. Comparative Analysis:

1. Compare findings and recommendations for the City of Cooper City recognizing national and state standards, as well as adopted “levels of service” from like communities in Florida.
2. Citizen input gathered through public participation efforts must be taken into consideration when developing the Parks and Recreation Master Plan.
3. Propose parks, recreation, and open space recommendations that are progressive while remaining prudent for communities with like resources.

**Needs Assessment**

Living close to parks and other recreation facilities is consistently related to higher physical activity levels for both adults and youth. An analysis of the needs for future park, recreation, open space, facilities or programs shall be conducted. The consultant shall also develop recommendations for meeting those needs.

1. Develop strategies and information needs with staff, then prepare and conduct a statistically valid community-wide needs assessment (including public opinion profile) and other public input surveys to determine current interests and levels of park use, future parks development needs and interests, public priorities and willingness to support different funding levels and funding options now and in the future; identify and discuss major issues/concerns specific to the City of Cooper City.
2. Conduct a statistically valid community-wide needs assessment addressing population shifts and changing social and economic conditions (can be combined with parks assessment) to determine current levels of participation and public satisfaction with existing programs, recreation facilities, and services. Determine public interests, desires, expectations, and priorities for the future including the public’s willingness to fund expanded programs and services.
3. Conduct a trends analysis to project future participation and the needs and issues of “equitable distribution of service and opportunity” for all ages and income levels.
4. Identify specific areas of public need and community interest with regard to program types (sports, outdoor, aquatic, cultural arts, special events, social services, etc.) and demographics and populations served (children, teen, adult, senior, family, individuals with disabilities and the community’s various ethnicities).
5. Analyze and discuss access and opportunity to participate in programs and services with regard to daily/weekly time-frames and schedules, seasonal adjustments, and other factors affecting participation

choices. Make recommendations to improve planning and scheduling effectiveness to maximize opportunity and participation.

### **Level of Service Standards**

Based on the existing park system and the recommendations of the community, the consultant shall establish proposed level of service standards to help guide the development of the park system over the next 10 years.

Provide an evaluation and analysis of current management and operations practices giving specific attention to parks maintenance and staffing with recommendations pertinent to future growth of parklands (consideration should be given to parkland classifications), buildings and facilities, and related services. The plan should project cost-effective funding levels necessary to adequately sustain the recommended levels of maintenance and service in these areas. National Parks and Recreation Association (NRPA) "levels of maintenance standards" should be used to help define recommendations.

### **Parks and Recreation Strategic Plan**

The Parks and Recreation Strategic Plan will be the tool for implementation of the Parks and Recreation System Master Plan for the City's park facilities and programs, and for the future need of residents. By strategically planning parks, greenways, trails, streets, and public open spaces, connectivity as well as providing recreational opportunities that are relevant to the lifestyles and demographics of the community, the City can enhance the quality of life for present and future generations of neighbors and visitors.

The Plan shall be more of a guide to repositioning the Department to more effectively serve the broader interests of our neighbors and to better accommodate the evolving trends of an urban community. The five-year Strategic Plan will be reviewed annually to assess progress in the implementation of the Master Plan.

Based on the community's recommendations, the Strategic Plan will establish the overall estimated cost of achieving the proposed level of service; prioritize those recommendations and provide the strategy to implement those recommendations through the Capital Improvement Plan (CIP); include general strategies to be considered through the 10-year Master Plan.

### **Project Prioritization**

Based on the Community Inventory and Assessment, Needs Assessment, and Level of Service Standards, a Project Prioritization List shall be compiled to align with the City of Cooper City program offerings to the community needs. The project list shall be compiled based on priority to cover ten (10) year Master Plan. The project list shall also identify anticipated funding needs.

### **Recreation Trends Analysis**

Parks and Recreation Departments periodically assess societal and local recreation trends to determine how those trends impact existing and projected user populations.

The consultant chosen to prepare the Parks and Recreation Master Plan shall research and identify the unique qualities, geography, demographics, and trends specific to Cooper City that will affect the Parks and Recreation Master Plan considerations for the future. The analysis should also be linked to the Department's goals and objectives.

### **Recreation Programming Plan**

A systematic and studied approach should be taken in determining the programs and services to be provided by the Department. Programs and services should be based on the conceptual foundations of play, recreation, and leisure; organizational philosophy, mission and vision, and goals and objectives; constituent interests and desired needs; creation of a constituent-centered culture; experiences desirable for clientele; and community opportunities.

The Recreation Programming Plan is an outgrowth of other strategic and program forecasting tools. The Plan includes all elements and services of the Department's programming functions including activity selection, type and scope of programs and outreach initiatives. Program elements are aspects such as community centers, parks and playgrounds;

programs for all ages, special needs participants, at risk youth, or other special groups; program fields such as cultural arts, fitness, and sports; and leisure opportunities. The Plan also considers the community inventory and complementary potential within the service area.

A Recreation Program Plan provides strategies for developing recreation programs, classes and services to serve the community. The Recreation Programming Plan shall cover a period of five (5) years and contain a current year implementation plan and prioritization. The plan shall address how the Department delivers services to persons of all ages and abilities and how it develops programs. The plan should include the following elements:

1. Program objectives
2. Program and service statistics
3. Program and service determinants
4. Recreation trends analysis
5. Community inventory

The chosen consultant shall review and evaluate current Recreation Programming Plans to determine effectiveness within the community. The consultant shall provide an updated plan including recommended cost effective methods and practices to improve public programming and services in the City.

#### **ADA Transition Plan and Autism Friendly Community**

Park and recreation departments can have a major impact on the health and quality of life of citizens with disabilities and play a critical part in encouraging healthy lifestyle choices for all members of the community.

The City of Cooper City embarked on a partnership in 2022 with the University of Miami-Nova Southeastern University Center for Autism and Related Disabilities (UM-NSU-CARD) and the Autism Society of Florida to develop new resources, programming, and employee training to be designated as an Autism Friendly Community.

The City worked closely with UM-NSU-CARD and the Autism Society of South Florida to train both City employees and BSO Cooper City District staff, while also reviewing City facilities and parks for sensory-friendly improvements and more.

The most common access obstacles for individuals with disabilities surround architectural concerns such as whether someone could easily enter a facility's buildings or traverse its open spaces. The focus of this Plan shall be on the evaluation of facilities for compliance with ADA regulations to make park sites and all facilities universally accessible.

The consultant shall develop a phased plan for the removal of barriers at existing recreation facilities, parks, and amenities owned or operated by the Department pursuant to the requirements of the US Department of Justice Title II regulation issued September 14, 2010 and effective March 15, 2011.

The plan shall also include the creation of purposeful, quality services, and equivalent variety of opportunities to welcome individuals with varying abilities.

#### **Community Relations and Marketing Plan**

The Community Relations Plan identifies and addresses community needs for all segments of its service population. The community relations plan shall address the following:

1. Community relations policies for the Department
2. Process and procedure for establishing contact with community organizations and other community groups
3. Staff training needs

The Marketing Plan shall be based upon market research. The fundamental principle of marketing is to gain an understanding of customer needs, wants, concerns and behaviors. The marketing plan addresses the appropriate mix of

communications tools to promote agency programs, facilities, events and services and to provide accurate, timely and useful information to the various segments of the target audience. The plan shall include:

1. Marketing objectives
2. Situation assessment, to include:
  - a. Examination of demographic trends
  - b. Economic climate
3. Market coverage by alternative providers
4. Segmentation, targeting, and positioning
5. Marketing mix
6. Marketing methods
7. Evaluation criteria and methods

Research is important to support segmentation, targeting and positioning. Common evaluation methods include surveys, focus groups, customer comment cards, and mystery shopping. Recommended training may include in-service training to ensure effective performance. The community relations plan and marketing plan may be combined in a single document.

The chosen consultant shall review and evaluate current public relations, publicity, marketing, and other promotional efforts to determine effectiveness within the community. The plan shall recommend cost effective methods and practices that will improve public awareness of programs and services.

### **Community Health and Environmental Responsibility Plan**

A healthy community promotes environmental protection, wise use of resources, sustainability and environmental stewardship. Sustainable development practices increase the efficiency with which buildings use resources and reduce impacts on human health and the environment through better siting, design, construction, operation and maintenance.

Public park and recreation agencies create healthy communities and play a fundamental role in enhancing the physical environment. Through facilities, outdoor setting, established policies and services provided improved health for all and foster change collaborative programs and policies.

Such policies help reduce obesity and incidence of chronic disease by providing opportunities to increase rigorous physical activity in a variety of forms. They provide a connection to nature which studies demonstrate relieves stress levels, tightens interpersonal relationships, and improves mental health. These policies also aid in increasing access to nutritious food options and foster overall wellness and healthful habits.

Sustainable planning principles support initiatives with less of an impact on the environment. Green initiatives may include design elements such as alternative storm drainage techniques, rain gardens, and bio-swales designed to capture and filter storm water through a natural plant system before entering rivers and streams. Pavement may be installed that is porous and allow storm drainage to filter into the subsurface soil.

The consultant shall review existing policies and practices and prepare a plan designed to educate park and recreation employees to integrate sustainable practices in daily operations, park projects and improvements, committing to pollution prevention, waste reduction, recycling, resource conservation; teaching employees to be green advocates in the community, promoting community environmental stewardship and sustainability. The plan shall include recommended healthful programs to educate and promote health and wellness to the community, as well as strategies focused on improving access to healthy food and increasing opportunities for physical activity. Topics may include, but are not limited to:

1. Sustainability Practices
  - a. Strategies to protect and conserve natural resources

- b. Best management landscape practices
  - c. Sustainable product purchasing
  - d. Reduction and handling of waste
  - e. Recycling plan for making the process easy and convenient for patrons and employ
2. Fostering the next generation of stewards
    - a. Techniques to engage youth in conservation
    - b. Recommend opportunities to engage volunteers in stewardship
  3. Community Health and Wellness
    - a. Recommended partnerships
    - b. Physical activity
    - c. Healthy food and beverages
    - d. Nutrition education

## 5.4 SCOPE OF SERVICES

### A. Master Plan Document

The scope of this project includes the following:

1. Compilation of the findings and recommendations from above study components into one or more documents which together identify community priorities and define City of Cooper City Comprehensive Parks Recreation Master Plan for the future (10 years).
2. A separate “executive summary” of the Master Plan report shall be provided. An executive summary narrative will be included within all study component documents.

### B. Master Plan Deliverables

1. A long-range vision for the City of Cooper City Parks and Recreation Department including specific goals and priorities that incorporate all findings from each of the above study components and particularly reflect community interest and significant levels of support.
2. A well-defined, long-range plan for an integrated network of parks, community facilities, bikeways, open spaces, public places, and corridors for the future; community parks and facilities resource maps that graphically identify the existing and proposed components of this system (this should include identification of park types, future acquisition and development plans, and solutions addressing neighborhood and community access issues).
3. A review and listing of recommendations for the Parks and Recreation Element of a City of Cooper City’s Comprehensive Plan document.
4. A framework for maximizing citizen use and enjoyment of existing parks, facilities, and recreation services.
5. A framework for meeting future needs and achieving long-range parks system development and recreation program services goals.
6. A specific action plan for the next ten (10) years that implements standards, guidelines, policies and recommendations of the Master Plan. This plan should address administration and management as well as maintenance and operations for both parks development and recreation program services.

7. Specific funding recommendations and strategies which support short range (2024 -2029), mid-range (2029-2034), and long-range (2034-2039) parks development and recreation program development needs while responding to the community's "willingness to pay" attitudes and priorities. Recommendations should be based on specific cost projections identified under parks development goals (particularly the CIP) and project growth of recreational services.
8. Maintenance and operations standards and guidelines of providing quality, safe, and costeffective maintenance operations and practices. Determine funding and staffing levels commensurate with maintenance and operations responsibilities.
9. Recommendations for improved public relations and communications to maximize community awareness of Parks and Recreation Department programs services.

### **C. General Requirements for Consultant**

1. The consultant will involve as many Cooper City residents in the development of the Master Plan as possible. It is critical that the diversity of individuals (i.e., all cultures, ages and abilities) as well as community organizations, agencies, businesses, and service providers (e.g. The Red Cross, YMCA/YWCA, Boys and Girls Club. and local foundations, non-profit organizations and employers) are afforded opportunities for input. To encourage community-wide involvement, several in-person public input methodologies (e.g. neighborhood meetings, community forums, questionnaires, presentations, focus groups, on-line surveying, newsletters, displays, telephone surveys) should be utilized.
2. The consultant will hold regular consultations with City staff to review progress, present information, and provide recommendations. These meetings will occur as needed, but not less that once a month throughout the project period.
3. The consultant will plan and facilitate public workshops including a minimum of four (4) community meetings as necessary to accomplish comprehensive public input. The consultant will prepare and make presentations before the Parks and Recreation Advisory Board and the City Commission as necessary to accomplish support for and successful adoption of the Master Plan. This will include a presentation of a draft as well as the final master plan document for approval.
4. The consultant shall ensure the local adoption of the Cooper City Parks and Recreation System Master Plan within nine (9) months of notice to proceed or other mutually agreed upon alternative deadline date based on time frames outlined in the firm's proposal.

### **5.5 OPTIONAL BENEFITS OR SERVICES**

Contractor may offer optional benefits or services to the City to be included in the contract that is not listed in this RFP. Contractors should include these optional benefits or services and any costs as part of their response to the RFP.

**[END OF SECTION]**

**SECTION VI - CONSIDERATION FOR AWARD / AWARD PROCEDURES**

**6.1 EVALUATION COMMITTEE**

Proposals submitted will be evaluated by an Evaluation Committee. The Evaluation Committee shall be selected by the City's City Manager.

**6.2 REVIEW OF PROPOSALS**

The Evaluation Committee will use points formula during the review process to score proposals. Each member of the Evaluation Committee will first score each technical proposal by each of the criteria described in Section 6.3 below. The full Evaluation Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established the sealed dollar cost proposal will be opened and additional points will be added to the technical score based on the proposed price. The maximum score for cost will be assigned to the firm offering the lowest total all-inclusive maximum cost. Appropriate fractional costs will be assigned to other Proposers. Sealed dollar proposals will not be opened until the appropriate time. The Purchasing Division will provide the final rank to the City Manager.

The City of Cooper City reserves the right to retain all proposals submitted and use any idea in the proposal regardless of whether that proposal is selected.

**6.3 EVALUATION CRITERIA**

Proposals will be evaluated using the following factors. Contractors meeting mandatory criteria will have their proposals evaluated and scored for technical qualification and/or price.

CRITERIA	MAXIMUM POINTS
<b>1. Firm Qualifications and Experience</b> (involving the creation of comprehensive Parks and Recreation Master Plan for municipalities serving similar populations)	20
<b>2. Qualifications and Experience of Key Personnel</b>	10
<b>3. Best Overall Approach to the Scope of Services:</b> knowledge of current trends in park planning and recreational program implementation, resources and availability.	30
<b>4. Price Proposal</b>	30
<b>5. Past Performance including client references and years in business</b> (THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)	10
<b>TOTAL POSSIBLE POINTS:</b>	<b>100</b>

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other qualified persons

selected by the City Manager. The city will conduct a two-step process.

Initial Evaluation 1.1. The city will review each proposal for responsiveness and compliance: Ensure that each proposal received meets all the specified submission requirements, including submission deadlines, required documentation, and adherence to procurement guidelines.

1.2. Evaluation Committee Formation: An evaluation committee will assess and score the proposals objectively, considering evaluation factors, as outlined in the Request for Proposal, and assign scores based on predefined evaluation criteria.

The committee will score and rank all responsive proposals and determine a minimum of three (3) to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. If necessary, the Committee will conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee for clarification purposes only. The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The City may require additional information and Proposers shall agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible Proposer. The lowest, responsive, responsible Proposer receives the maximum allowable points. When using this formula, a Proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible Proposer, will result in receiving zero points for cost.

**6.4 FINAL SELECTION**

The City Commission of the City of Cooper City will award the Proposal(s) deemed most qualified based on the submittal criteria.

**6.5 RIGHT TO REJECT PROPOSALS**

Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Cooper City and the firm selected. The City of Cooper City reserves the right without prejudice to reject any or all proposals.

[END OF SECTION]



## SECTION VII - PROPOSAL REQUIREMENTS

7.1 Inquiries concerning this Request for Proposal and the subject of the Request for Proposals shall be directed to the Purchasing Department. **PLEASE REFER TO SECTION 3.24, CONE OF SILENCE FOR MORE INFORMATION.**

Purchasing Division  
9090 SW 50 Place  
Cooper City, Florida 33328  
(954) 434-4300, 268  
Purchasing@cooperCity.gov

### 7.2 SUBMISSION OF PROPOSALS

The following material is required to be submitted by Wednesday, January 31, 2024 for a contractor to be considered.

The Proposer shall submit THREE (3) clearly identified copies of their proposal, including:

1. One (1) **ORIGINAL, UNBOUND** copy
2. Five (5) **BOUND** photocopies. 3-ring binders or wire/plastic combs are preferred. No binder clips, paper clips or rubber bands, please.
3. Provide TEN (1) **ELECTRONIC JUMP DRIVES** (USB 2.0)

All proposals submitted shall thoroughly address and be presented in accordance with the requirements outlined below.

A. Title Page: List the following:

1. RFP 2023-6-REC, Parks and Recreation Master Plan
2. Date
3. Name of the Firm
4. Contact Person (including title) authorized to represent your firm
5. Telephone Number
6. Email Address

B. Table of Contents: Include a clear identification of the material included in the proposal by page number.

C. Technical Proposal:

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity and methodology of the firms seeking to provide the services in conformity with the requirements of this Request for Proposal. The technical proposal should demonstrate the combined qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the Request for Proposal requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer’s capabilities to satisfy the requirements of the Request for Proposal. While additional data may be presented, the following subjects must be included:

- **Cover Page**
- **Consultant Identification:** Provide the name of the individual or firm, the individual or firm’s principal place of business, and the name and telephone number of the contact person as well as a brief narrative description of the consultant or consulting team, organization, and general experience.
- **Technical Proposal**
  - Refer to Section V – Scope of Services
  - **Executive Summary**
  - **Proposer Team Identification, Qualifications, and General Information**
  - **Experience and Technical Qualifications**
  - **Relevant Project Experience**
  - **Project References**

D. Cost Proposal

The Cost Proposal Sheet is included in this RFP as Page 6 of 6 of Attachment A. The cost proposal will be evaluated subjectively in conjunction with the technical proposal, including an evaluation of how well it matches Proposer’s understanding of the City’s needs described in this Solicitation, the Proposer’s assumptions, and the value of the proposed services. The cost evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.

**THE PRICING SHEET MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE MARKED “SEALED PRICING SHEET FOR “RFP 2023-6-REC ,Parks and Recreation Master Plan”**

E. Required Attachments of this RFP and Professional Certifications. **DO NOT INCLUDE THE "COST PROPOSAL SHEET" IN YOUR TECHNICAL PROPOSAL.**

Proposer shall submit the completed proposal consisting of two separate envelopes to the address below. **FAILURE TO PROPERLY IDENTIFY THE OUTSIDE OF ITS PACKAGE MAY RESULT IN ACCIDENTAL OPENING OF THE PACKAGE AND RENDER YOUR PROPOSAL VOID.**

Office of the City Clerk  
 City of Cooper City  
 9090 SW 50 Place  
 Cooper City, Florida 33328

**[END OF SECTION]**

**ATTACHMENT A**  
(Page 1 of 5)

# City of Cooper City, Florida

## PROPOSAL FORMS

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# Parks and Recreation Master Plan RFP 2023-6-REC

Proposal Due: Wednesday, January 31, 2024

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For Information Contact:

The Purchasing Division  
[Purchasing@cooperCity.gov](mailto:Purchasing@cooperCity.gov)

Release Date: Friday, December 22, 2023

Submitted by: \_\_\_\_\_  
(Company name)

**ATTACHMENT A**  
(Page 2 of 5)

**Project:** Parks and Recreation Master Plan  
**Contract Identification:** RFP 2023-6-REC  
**Bids submitted to:** Office of the City Clerk  
City of Cooper City  
9090 SW 50 Place  
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid/Proposal is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this Bid/Proposal and in accordance with the other terms and conditions of the contract documents.
2. Proposer accepts all of the terms and conditions of the advertisement of Request for Proposal and Instruction to Proposers including, without limitation, those dealing with the Bid/Proposal requirements. This Bid/Proposal will remain in full force for one hundred and twenty (120) days from the date of the Bid/Proposal opening. Proposer will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
3. In submitting this Bid/Proposal, Proposer represents, as more fully set forth in the Agreement that:
  - a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to proposers.
  - b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
  - c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
  - d. Proposer has correlated the results of his/her studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
  - e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
  - f. This Bid/Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Bid, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.
4. Bid/Proposal Copies  
ONE (1) ORIGINAL (UNBOUND) COPY, FIVE (5) BOUND PHOTOCOPIES and ONE (1) ELECTRONIC COPY (Flash Drive) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk.
5. Addenda, Additional Information-Contact Purchasing Division

Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Proposal and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

**ATTACHMENT A**  
*(Page 3 of 5)*

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City - Purchasing Division. Questions must be emailed to [Purchasing@cooperCity.gov](mailto:Purchasing@cooperCity.gov), who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Friday, January 19, 2024 at 3:00 PM (EST).**

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

6. Checklist of documents to be included in submittal.

	Proposal Form (Completed and Signed)
	Reference Form
	Public Entity Crimes (PEC) Form
	ADA Affidavit
	Business Entity Affidavit
	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
	W-9, Request for Taxpayer Identification Number
	Proof of Workers Compensation Insurance or Exemption
	Proof of Liability Insurance
	Ownership Disclosure Affidavit
	Drug-Free Workplace Certificate
	Employee Background Verification Affidavit
	Scrutinized Companies Affidavit
	Non-Conflict of Interest Statement
	E-Verify Form

**ATTACHMENT A**  
*(Page 4 of 5)*  
**Bidder's Contact Information**

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Type of Business \_\_\_\_\_

Company's Website: \_\_\_\_\_

Authorized Signatory Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

Additional Contact & Title: \_\_\_\_\_

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

Remit to Address: \_\_\_\_\_

Remit to Contact: Name: \_\_\_\_\_ Tel: \_\_\_\_\_

Remit to Email: \_\_\_\_\_

**ATTACHMENT A**

(Page 5 of 5)

**COST PROPOSAL SHEET  
FOR  
Parks and Recreation Master Plan  
MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE**

Item No.	Item Description		Total
1	Not to Exceed Cost:		\$
2	Expenses (Services, fees, hourly rates, other charges)		\$
3	Anticipated Number of Total Hours Required to Complete Project	Total Hours	

**Notes:**

1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Proposer shall include all services and associated fees. Proposer shall itemize all services, including hourly rates for all professional, technical and support personnel, and other charges related to the completion of the work.
3. The proposer is advised to consider any inflation expected during the term of the contract. In addition, the price proposal must also include the proposed timeframe for the Master Plan completion.
4. Alternate proposals will not be considered unless authorized in the RFP document.

**ATTACHMENT B  
REFERENCES**

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. **CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE.**

1. ENTITY/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME & TITTLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL (REQUIRED): \_\_\_\_\_

CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

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2. ENTITY/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME & TITTLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL (REQUIRED): \_\_\_\_\_

CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

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3. ENTITY/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME & TITTLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL (REQUIRED): \_\_\_\_\_

CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

**This page shall be completed IN FULL and submitted with your bid/proposal.**



**ATTACHMENT C**  
(Page 1 of 2)

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: \_\_\_\_\_  
*(print individual's name and title)*

for: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_.

*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_).*

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
a) A predecessor or successor of a person convicted of a public entity crime; or  
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and

which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers,

**ATTACHMENT C**  
(Page 2 of 2)

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
Signature

**ATTACHMENT D**

**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: \_\_\_\_\_  
*(print individual's name and title)*

for: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_  
*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_.)*

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
Signature

**ATTACHMENT E**  
**BUSINESS ENTITY AFFIDAVIT**

I, \_\_\_\_\_, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
Federal Employer Identification Number (FEIN) (If none, Social Security Number)

\_\_\_\_\_  
Name of Entity, Individual, Partners or Corporation

\_\_\_\_\_  
Doing Business As (If same as above, leave blank)

\_\_\_\_\_  
Street Address City State

\_\_\_\_\_  
State and Date of Incorporation:

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**ATTACHMENT F**

**FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM**  
DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

**If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption.** Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):
  - \_\_\_\_\_ (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.
- (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.

The list of activities of subsection (2) is not exhaustive.

**Please check one of the following if your firm in NOT a corporation:**

- (I) \_\_\_\_\_ Partnership, Joint Venture, Estate or Trust
- (II) \_\_\_\_\_ Sole Proprieties of Self Employed

**NOTE:** This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

\_\_\_\_\_  
PROPOSER'S LEGAL NAME

**Attachment G**

**Form W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

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Print or type.  
See Specific Instructions on page 3.

<p><b>1</b> Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.</p>	
<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                         <input type="checkbox"/> C Corporation                         <input type="checkbox"/> S Corporation                         <input type="checkbox"/> Partnership                         <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ▶ _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____                 </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
<p><b>6</b> City, state, and ZIP code</p>	
<p><b>7</b> List account number(s) here (optional)</p>	

---

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
OR	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

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**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

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Cat. No. 10291X

Form **W-9** (Rev. 10-2018)

**Attachment H**

**REQUEST FOR PROOF OF  
WORKERS COMPENSATION INSURANCE OR EXEMPTION**

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

1. If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
2. If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: [www.faia.com](http://www.faia.com), [www.piafl.org/wc-info.pdf](http://www.piafl.org/wc-info.pdf) , or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be submitted to the Risk Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to [Insurance@cooperCity.gov](mailto:Insurance@cooperCity.gov).

**ATTACHMENT I  
OWNERSHIP DISCLOSURE AFFIDAVIT**

- 1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- 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



**ATTACHMENT J**

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, **(print or type name of firm)**

\_\_\_\_\_

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than THREE (3)days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**ATTACHMENT K**

**EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT**

I, \_\_\_\_\_ of \_\_\_\_\_, attest that all personnel used in  
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

ATTACHMENT L

**Scrutinized Companies Affidavit**  
**CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

I, \_\_\_\_\_, on behalf of, \_\_\_\_\_  
**Print Name and Title** **Company Name**

certify that \_\_\_\_\_ does not:

**Company Name**

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINT NAME & TITLE

\_\_\_\_\_  
SIGNATURE

**ATTACHMENT M**

**NON-CONFLICT OF INTEREST STATEMENT**

1. A. I am the \_\_\_\_\_ of \_\_\_\_\_ with a  
                                                    [Insert Title]                                              [Insert Company Name]
- a. local office in \_\_\_\_\_ and principal office in \_\_\_\_\_.
2. The entity hereby submits a proposal/offer in response to **RFP 2023-6-REC, Parks and Recreation Master Plan.**
3. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
4. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
5. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
7. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
8. I hereby also certify that no member of the entity’s ownership or management or staff has a vested interest in any City Division/Department/Office.
9. I certify that no member of the entity’s ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.
10. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name & Title of Affiant

**ATTACHMENT N**  
**(Page 1 of 2)**

**E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**  
**TO BE RETURNED WITH PROPOSAL**

Project Name:

Project No.:

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1. Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

**ATTACHMENT N**  
**(Page 2 of 2)**

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

# COOPER CITY PARKS & FACILITIES

<b>City Park Hours</b>	<b>Field and Pavilion Rental</b> – Contact Parks and Recreation for rental inquiries at 954-434-4300, ext. 402
Neighborhood Parks Daily, sunrise to sunset  Sports Complexes* Monday-Friday 8AM - 10PM Sat and Sun: 8AM - 9PM  *Thorguard Lightning Protection System	On June 14, 2022, the City Commission approved an amendment to the City's Code of Ordinances, now allowing leashed dogs in more City parks. This decision expands the opportunity for residents to visit the City's passive neighborhood parks with their four-legged companions. If taking your dog to a passive park, your canine must be leashed at all times. The City will post signage in areas where dogs are prohibited in City parks, such areas include playgrounds, sandboxes, fitness areas, basketball courts, volleyball courts, racquetball courts, tennis courts, pickleball courts, and open spaces where recreational activities are in progress. Dog owners are responsible for cleaning up after their pet in all public areas. Please be considerate of your fellow residents and help keep Cooper City clean. If you have any questions in regard to where leashed dogs are allowed, please call our Parks and Recreation Department at 954-434-4300.

Bill Lips Sports Complex – 11700 SW 49 Place	
Chase Park – 9100 SW 49 Street	
Christie Schafale Park – 4900 SW 87 Avenue	
Colony Park – 9011 SW 52 Court	
Community Center – 9000 SW 50 Place	
Community Center Tot Lot – 9000 SW 51 Street	
Cooper City Memorial Park – 9001 SW 51 Street	
Coopers Point Park – 8963 SW 58 Court	
Dawn Park – 5725 SW 99 Lane	
Diamond Head Park – 3699 NW 89 Way	
Ellie Kozak Park – 5601 SW 88 Avenue	
Encore Park – 5701 SW 89 Way	
Flamingo Park – 5300 SW 122 Avenue	
Flamingo West Park Sports Complex – 6201 South Flamingo Road	
Forest Lake Park – 5700 SW 113 Avenue	
Homes of Forest Lakes Park – 5926 SW 112 Lane	
Jerry Morgan Park – 5500 Palm Avenue	
Natalie's Cove Park – 12107 Natalie's Cove Road	
Pine Lake Park – 10001 SW 49 Street	
Poinciana Park – 11601 SW 59 Street	
Pool and Tennis Center – 11600 Stonebridge Parkway	
Pool and Tennis Center Playground – 11600 Stonebridge Parkway	
Stirling Palm Park – 5879 SW 102 Avenue	
Suellen H. Fardelman Sports Complex – 10300 Stirling Road	
Tamarind Park – 5475 SW 115 Avenue	
Ted Ferone Park – 5090 SW 106 Avenue	
<b>CITY DOG PARKS</b>	
Christie Schafale Park – 4900 SW 87 Avenue	
Monterra Community Dog Park (enter at Pine Island Road)	
<b>OTHER PARKS &amp; FACILITIES</b>	
Brian Piccolo County Park	
Cooper Colony Golf Course	

LEGEND	
Baseball	
Basketball	
Facility Rentals	
Fishing	
Fitness Equipment / Program	
Golf	
Meeting Rooms	
Nature Area	
Park Benches	
Pavilion	
Pickleball	
Picnic Tables	
Playground	
Pool	
Recreational Programs	
Restrooms	
Skating	
Soccer	
Tennis	
Walking Path	
Racquetball Courts	
Youth Camps / Programs	
Volleyball	

**AGREEMENT BETWEEN THE CITY OF COOPER CITY  
AND COMPANY NAME**

**THIS IS AN AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida with a business address of **9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

**COMPANY NAME**, a **parcs and recreation master plan services company**, authorized to do business in the State of Florida, with a business address of **ADDRESS, CITY, ST ZIP CODE** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1  
PREMABLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Friday, December 22, 2023**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **parcs and recreation master plan** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFP 2023-6-REC  
"PARKS AND RECREATION MASTER PLAN"**

1.2 On **Wednesday, January 31, 2024**, 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 **parcs and recreation master plan**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof,



("Property") in accordance with the Scope of Services outlined in the specifications, "**RFP 2023-6-REC**", **PARKS AND RECREATION MASTER PLAN** 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 the duration of the project, City acceptance, and payment of the project.

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

**ARTICLE 4**  
**COMPENSATION AND METHOD OF PAYMENT**

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed the unit prices stated in **Exhibit "B"**.

4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONTRACTOR at:

**COMPANY NAME**  
**Attn: INSERT CONTACT PERSON**  
**ADDRESS**  
**CITY, ST ZIP CODE**

**ARTICLE 5**  
**CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

**ARTICLE 6**  
**INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought

subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

### **ARTICLE 7** **INSURANCE**

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

The Contractor shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractor. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than

“A” as to management, and no less than “Class VI” as to financial strength according to the latest edition of Best’s Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the Contractor shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

**Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.**

**The City shall be granted a Waiver of Subrogation on the Contractor’s Workers’ Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor’s insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.**

## 7.1 REQUIRED INSURANCE

7.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of Cooper City must be shown as an additional insured with respect to this coverage.**

7.1.2 Worker’s Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers’ Compensation Insurance with limits of liability no less than:

- |                           |            |                                                                                                  |
|---------------------------|------------|--------------------------------------------------------------------------------------------------|
| 1. Workers’ Compensation: | Coverage A | Statutory                                                                                        |
| 2. Employers Liability:   | Coverage B | \$500,000 Each Accident<br>\$500,000 Disease – Policy Limit<br>\$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 policies required herein
- 2. Waiver of all Rights of Subrogation against the CITY
- 3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
- 4. Contractors’ policies shall be Primary & Non-Contributory
- 5. All policies shall contain a “severability of interest” or “cross liability” liability clause without obligation for premium payment of the CITY
- 6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in

the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

**ARTICLE 8**  
**INDEPENDENT CONTRACTOR**

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

**ARTICLE 9**  
**VENUE**

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

**ARTICLE 10**  
**PUBLIC RECORDS**

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK  
9090 SW 50<sup>th</sup> PLACE  
COOPER CITY, FL 33328  
(954) 434-4300  
[PRR@CooperCity.gov](mailto:PRR@CooperCity.gov)**

**ARTICLE 11  
FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT**

**ARTICLE 12  
SCRUTINIZED COMPANIES -- 287.135 AND 215.473**

12.1 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**ARTICLE 13**  
**E-VERIFY**

13.1 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**ARTICLE 14**  
**MISCELLANEOUS**

14.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.



14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Ryan Eggleston  
City Manager  
City of Cooper City  
9090 S.W. 50<sup>th</sup> Place  
Cooper City, Florida 33328  
Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

Contractor: **Insert\_Contact\_Position**  
**INSERT CONTACT PERSON**  
**COMPANY NAME**  
**ADDRESS**  
**CITY, ST ZIP CODE**  
**E-mail: insert\_contact\_email**  
**Telephone No: insert\_contact\_phone**

14.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

END OF SECTION

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS OF THE FOREGOING**, the parties have hereunto set their hands and seals on the dates written below.

**CITY OF COOPER CITY**, a Florida municipal corporation

ATTEST:

BY: \_\_\_\_\_  
CITY MANAGER

BY: \_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: \_\_\_\_\_  
CITY ATTORNEY

WITNESSED BY:

CONTRACTOR:  
**COMPANY NAME**, a Florida corporation

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of **COMPANY NAME**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **COMPANY\_NAME** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and seal in the State and County aforesaid this \_\_\_\_ day of 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print or Type Name

My Commission Expires: \_\_\_\_\_

Request for Proposal  
Parks and Recreation Master Plan  
RFP 2023-6-REC

January 31, 2024  
Miller Legg #24-00001

Exhibit "B"

Meeting Date: 04/30/2024 Item #5.



ORIGINAL



# A. Title Page



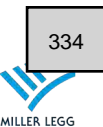


CITY OF  
**Cooper City**  
*Someplace Special*

**RFP 2023-6-REC**  
**Parks and Recreation**  
**Master Plan**  
**January 31, 2024**



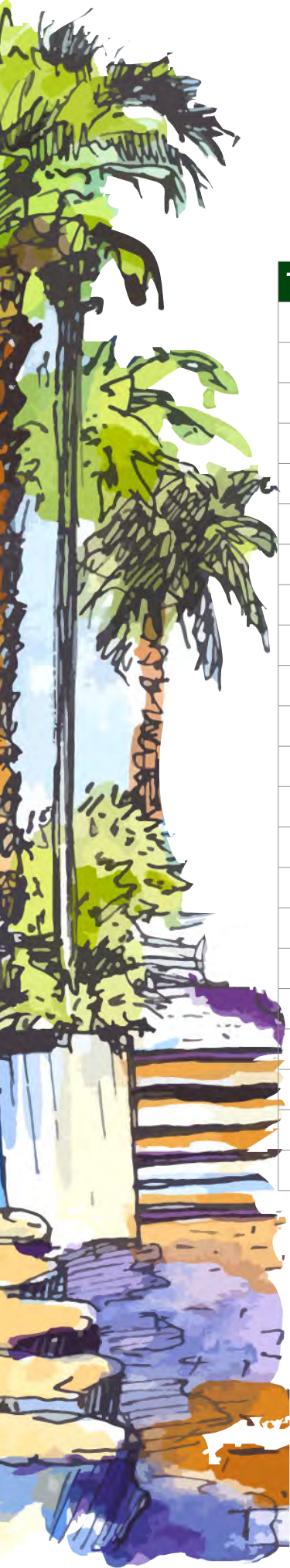
**Michael Kroll, RLA, FASLA**  
**President**  
**(954) 628-3651**  
**[mkroll@millerlegg.com](mailto:mkroll@millerlegg.com)**



# B. Table Of Contents



**Request for Proposal  
City of Cooper City  
Parks and Recreation Master  
Plan RFP 2023-6-REC**  
Miller Legg Proposal 24-00001



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# C. Technical Proposal



January 31, 2024

Tedra Allen, CMC, City Clerk  
City of Cooper City  
9090 SW 50th Place  
Cooper City, FL 33328

RE: Parks and Recreation Master Plan  
RFP # 2023-6-REC/ ML #24-00001

Dear Selection Committee Members:

Your Parks and Recreation Master Plan must provide recreation resources to this active and growing population fostering the identity of the City as "Someplace Special". To accomplish this, our Miller Legg Team provides the City with local, state and national park planning expertise paired with our long-standing relationships and understanding of Cooper City and your residents.

Alongside Miller Legg, our Team includes Berry Dunn, a nationally renowned recreation planning firm with innovative, community-specific park planning practices and RRC Associates, a firm focused on statistically-valid recreation surveys, implementation, and strategic analysis.

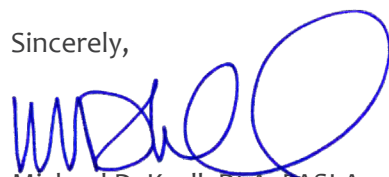
Miller Legg's understanding of Cooper City's extensive parks, recreational facilities, greenspaces, trails, 40-year history as a Tree City, and our Team's Master Plan experience and our comprehensive community engagement process will bring a truly unique perspective to the Cooper City Parks and Recreation Master Plan. Miller Legg's multi-disciplinary approach to Parks Master Planning will ensure that the recreational, social and environmental needs of Cooper City are met.

Our Team has decades of experience in the field of Parks and Recreation, and have managed Master Plans for numerous municipalities that have similar attributes to Cooper City. Combined, the Miller Legg Team has completed over 250 parks and recreation master planning projects. Miller Legg's Parks and Recreation Master Plan will provide you balanced recommendations that consider the needs and wants of the community, and also the fiscal and operational realities of the City.

Miller Legg is pleased to submit our Team's qualifications and would be honored to partner with Cooper City to develop your first Parks and Recreation Master Plan. We understand how critical it is to have a comprehensive Master Plan in place to ensure that Cooper City continues to provide the highest quality recreational system for current and future residents.

As the Principal-in-Charge, I will ensure that Cooper City has Miller Legg's corporate commitment of key staff and resources to meet your project schedule. Should you require any additional information, please contact me by phone at (954) 628-3651, email: [mkroll@millerlegg.com](mailto:mkroll@millerlegg.com), or at our office located at the address in our letterhead.

Sincerely,



Michael D. Kroll, RLA, FASLA  
President



**Important Statistics:**

- We have completed more than 250 Parks and Recreation Master Plans
- Long-Term Relationship with Cooper City
- Lumy Fuentes, MLA, Project Manager is Resident of City of Cooper City
- National Expertise of Subconsultants Berry Dunn and RRC Associates
- 8 South Florida Parks and Recreation Master Plans
- Successful in municipal CAPRA Accreditation
- Expertise in Public Outreach programs and engagement of public, staff, elected officials and focus groups

Miller Legg is a statewide award-winning consulting firm that brings together the elements of planning, landscape architecture and urban design, engineering, surveying, environmental wetlands consulting, environmental engineering and geographic information systems services.

Miller Legg works successfully to improve communities and create environments for a variety of clients. Client sectors include municipal and county government such as parks and recreation departments, transportation, healthcare, education, federal and international. This offers our clients firm of seasoned professionals who are leaders in the Florida consulting industry.

Miller Legg is attuned to unique municipal features of parks and recreation facilities such as those found in Davie, including open space, greenways and trails, community, recreational, and neighborhood parks, as well as ADA compliance.

Miller Legg, established in 1965, has locations in Sunrise (headquarters), Port St. Lucie, Tampa, and Miami.



The firm's landscape architecture services include: parks, recreation and open space planning, commercial planning, urban design, streetscape, signage design, graphic design, planting, hardscape, irrigation, project theming, contract administration, construction observation services, plan review, horticultural consulting and arboriculture.



The firm's planning services include: land planning, comprehensive planning, community planning, development plans review, redevelopment planning, landscape architecture, urban design, parks, recreation and open space planning and design, site planning design and processing, Development of Regional Impact (DRI) studies, Land Use Plan amendments, rezoning applications, concurrency studies, due diligence studies, community relations, grant writing assistance and applications, and plat preparation and processing.



The firm's engineering services include: utilities design and modeling (such as surface water management, drainage system design, water and sanitary sewer design and permitting, and pump station design), utility coordination, traffic engineering, streets and highways design, street lighting design, pavement marking and signage design, parks and recreation design, master planning, municipal engineering, construction monitoring and full Construction Engineering Inspection (CEI) and management services.



The firm's surveying services include: land surveying such as boundary, land title, route, right-of-way, design and control, topographic, Subsurface Utility Engineering (SUE), as-built, tree, and hydrographic surveys, construction layout, Construction Engineering Inspection (CEI) surveys, field monumentation, sketches and descriptions for acquisitions and easements, and GPS data collection. In addition, we provide quantity (earthwork) surveys, condominium surveys, title document analysis, plot plans, and expert witness testimony.



The firm's environmental consulting services include: habitat assessment and restoration planning, wetlands investigations and delineations, management plans, grant writing, jurisdictional determinations, threatened and endangered species assessments and permitting, environmental due diligence, National Pollution Discharge Elimination System (NPDES) compliance, stream restoration, water quality monitoring and compliance, wildlife surveys, seagrass and coral reef surveys, mitigation feasibility studies, mitigation design, planning and construction observation, mitigation banking, value ecological engineering, cost evaluation and scheduling, environmental permit processing, mitigation monitoring and compliance, protected upland and tree permitting ecosystem analysis, grant writing and floodplain analysis and re-evaluation.

Consultant Identification: Miller Legg Firm Profile



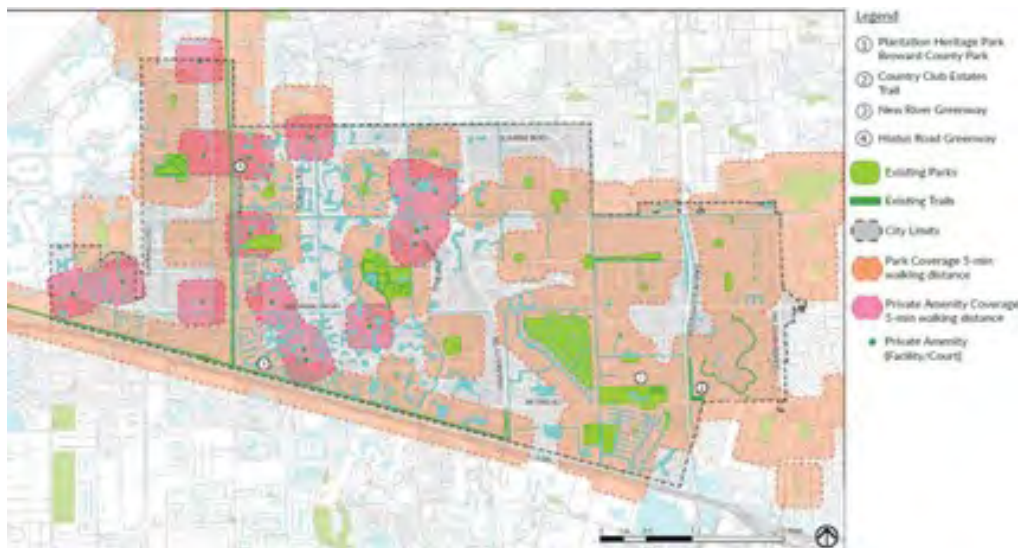
The firm's GIS consulting services include: GIS database design, data conversion and processing; GIS/GPS integration; GPS data collection and system design, map production, remote sensing application and digital image collection, environmental modeling, feasibility and implementation studies, and municipal asset management.

The firm has completed numerous municipal, county, state and federal projects ranging from neighborhood improvement and redevelopment projects, educational facilities site planning, cemeteries, neighborhood parks and golf course designs to aviation facilities, regional water and sewer utilities, streetscapes, and streets and highways.

Additionally, the firm has successfully completed several thousand private sector projects including residential developments from two to 7,000 acres, industrial and office sites, hotels and theme park facilities, marinas, golf courses, hospitals and medical office complexes, commercial properties, retail shopping centers and franchise properties.

The firm has been involved with more than 200,000 acres of project design development in Florida. Our approach to each project is best characterized by a "partnering relationship". We dedicate ourselves to learning the culture of our clients, and their specific concerns, desires and needs, much like an extension of their own offices. We consistently strive to maintain time schedules and to provide factual and frequent communication.

Miller Legg prides itself on its team approach to the interdisciplinary needs unique to the project and client. We provide responsive, personalized, quality service to value-conscious private clients and select government agencies, who desire the very best in planning and design.



Consultant Identification: Miller Legg Firm Profile



Miller Legg Company Licenses

## State of Florida Department of State

I certify from the records of this office that MILLER, LEGG & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on March 15, 1995.

The document number of this corporation is P95000021117.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 17, 2024, and that its status is active.


I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventeenth day of January, 2024*

  
 Secretary of State

Tracking Number: 754249137CC  
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License Type	Name	Name Type	License Number/Rank	Status/Expires
Engineering Business Registry	MILLER LEGG	DBA	7318 Registry	Current
Main Address*: 13680 NW 5TH STREET SUNRISE, FL 33325 Mailing Address*: 13680 NW 5TH STREET SUNRISE, FL 33325				
Registered Landscape Architect	MILLER LEGG & ASSOCIATES INC	DBA	LA0001336 Landscape Arc	Current, Active 11/30/2025
Main Address*: 1297 TERRY STONE COURT WESTON, FL 33320				
Landscape Architecture Business Information	MILLER LEGG & ASSOCIATES INC	Primary	Business Info	Current, Active
Main Address*: 5747 N ANDREWS WAY FORT LAUDERDALE, FL 33306				
Engineering Business Registry	MILLER, LEGG & ASSOCIATES, INC.	Primary	7318 Registry	Current
Main Address*: 13680 NW 5TH STREET SUNRISE, FL 33325 Mailing Address*: 13680 NW 5TH STREET SUNRISE, FL 33325				

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\* denotes  
 Main Address - This address is the Primary Address on file.  
 Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).  
 License Location Address - This is the address where the place of business is physically located.



## About Our Firm

Berry Dunn McNeil, and Parker, LLC (BerryDunn) is a well-established ,independent municipal government consulting firm that has preserved our core values and reputation for excellence for 48 years. Providing consistent, high-quality services to more than 400 government clients in all 50 states and in Canada has been a continued source of pride. BerryDunn has sustained steady growth since our founding, placing a strong focus on quality, both for our clients and staff.

Our strong history of providing management consulting services to local governments nation-wide includes a practice focused on parks and recreation projects including engagements related to planning, design, technology, financial analysis, and organizational development.

BerryDunn's Local Government Consulting Practice Area focuses exclusively on supporting local public sector entities across the nation as they solve some of their biggest challenges. We believe in a holistic approach, bringing our consultants' well-rounded perspective of government operations and community needs to every project.

We work across all public sector service areas, including:

- ▲ Assessing, Revenue, and Taxation
- ▲ Financial Services
- ▲ Fleet and Facilities
- ▲ Health and Community Services
- ▲ Human Resources
- ▲ Information Technology
- ▲ Justice and Public Safety
- ▲ K-12 Education
- ▲ Land Use and Development
- ▲ Management and Administration
- ▲ **Parks, Recreation, Libraries**
- ▲ Transportation
- ▲ Utility Operations

In a world where local and regional agencies have to be exceptionally efficient and responsive amidst demands for modernization and transparency, the LPA's mission is defined by our commitment to keeping what's important to our clients front and center: their communities.



Consultant Identification: Berry Dunn Firm Profile



## PARKS, RECREATION & LIBRARIES

Consulting Services

Helping clients strengthen operations, innovate, and enhance services that benefit their communities.

Since BerryDunn's founding in 1974, we have remained steadfast in our mission to help build organizations, people, and processes through innovative strategies and solutions. Our long and successful history of working with government agencies in support of operational, strategic planning, business process, and technology initiatives has been defined by supporting our clients' vision, focus, and continuous improvement by looking beyond the industry.

Our **Parks, Recreation, and Libraries Practice** focuses on helping parks and recreation agencies assess and improve their programming, develop master and strategic plans, design new service models, create mature technology roadmaps, analyze fees and cost recovery, and evaluate their organizational structures.

We're a team of former parks and recreation practitioners and experts committed to using our backgrounds to provide grounded and actionable recommendations to our clients. Our goal is to approach each project with the empathy and expertise needed to guide tough conversations about managing change.

Supported by a wider team of over 50+ consultants dedicated to each area of local government, we strive to assure quality by understanding your expectations up front, developing a reasonable and achievable project approach, and gaining concurrence on project tasks and timing. Whatever your plans may be, we will be with you at each step.

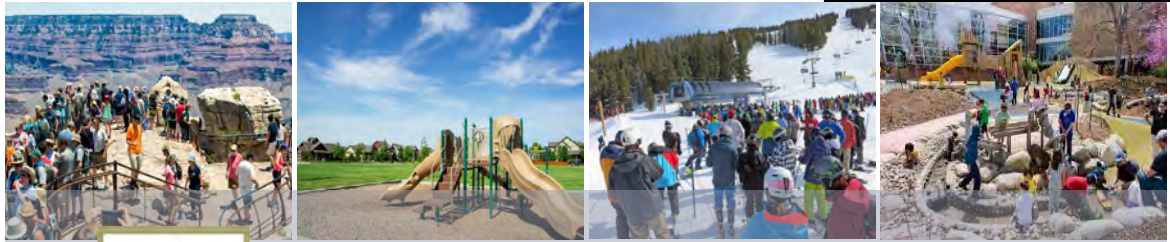
”

*The BerryDunn team was professional, attentive, followed through with deadlines and understood the scope of our project. Their combined experience not just in master planning, but working in the parks and recreation field allowed for a clear understanding of expectations and a wealth of great ideas and recommendations.*

Christine Garcia  
Director of Parks and Recreation  
City of Parkland, Florida

[berrydunn.com](http://berrydunn.com)

Consultant Identification: BerryDunn Firm Profile



**RRC**  
ASSOCIATES

[www.rrcassociates.com](http://www.rrcassociates.com)  
(303) 449-6558 | [info@rrcassociates.com](mailto:info@rrcassociates.com)

*Consultant Identification: RRC Firm Profile*

RRC Associates offers services in research, planning, and economic/feasibility analysis to parks and recreation departments, local governments, public agencies, corporations, and private developers. In addition, RRC has experience with a variety of specialized recreation topics and situations and frequently works with resort communities and ski area operators, trade associations, destination marketing organizations, airports, non-profits, and others interested in recreation, tourism, and quality of life topics. The company, founded in 1983, is currently made up of 16 professionals with extensive experience and qualifications to meet the needs and challenges of recreation-oriented organizations.

The RRC team uses proven research tools to conduct quantitative and qualitative studies to support needs assessments, master plans and other specialized evaluations. Through extensive consulting work with a variety of clients, the staff at RRC is knowledgeable about best practices, industry benchmarks, market trends, and the wide range of programs and approaches that are being used by recreation and tourism organizations throughout North America.

RRC Associates strives for a pragmatic approach that balances innovation, customization, and providing proven services at a reasonable cost. The firm takes pride in our demonstrated ability to meet a project's time and budget requirements. Our firm's small size permits us to offer a very personal level of service to our clients; senior members of the firm are highly involved in every project

## SERVICES OFFERED

### Surveys and Market Research

- Visitor Profile Studies
- Branding and Advertising Research
- Parks, Recreation and Open Space Surveys
- Market Studies and Strategic Analysis
- Customer/User Satisfaction Surveys
- Demographic Research
- Community Surveys/Performance Evaluations
- Site Selection Research

### Special Client Services

- General Consultation
- Project Team Coordination and Management
- Financial Presentation Packages
- Public Participation Workshops
- Strategic Project Positioning

### Community Planning

- Parks and Recreation Program Analysis
- Housing Needs Assessments
- Tourism Development Research
- Population and Employment Research
- Economic Development Planning
- Economic Impact Analysis
- Fiscal Impact Analysis
- Program Development and Optimization
- Project Feasibility Analysis
- Public Processing and Approvals Goals and Policy Formulation





Miller Legg is **committed, eager and prepared** to provide the City of Cooper City with your first Parks and Recreation Master Plan (PRMP). As you will see throughout our comprehensive qualifications package, we have the **most extensive experience and knowledge** to prepare an outstanding Parks and Recreation Master Plan for the City.

We have managed Master Plans for numerous municipalities with similar attributes to Cooper City. From Ted Ferone Park to your Active Adult Fitness Program, we bring a **unique perspective** to the Cooper City Parks and Recreation Master Plan, creating balanced recommendations that not only consider the needs and wants of the community, but also the fiscal and operational realities of the City, while keeping the strategic goal of the City’s “Someplace Special” mission.

**Michael Kroll, RLA, FASLA will serve as Principal-in-Charge.** For 39 years, Mike has headed up award-winning design teams on master plan, trail and greenway, public open space, corridor and recreation projects. He collaborates closely with **Liudmila (Lumy) Fuentes, MLA, as Project Manager**, and a Cooper City resident. She has a keen grasp of the planning, public outreach, municipal collaboration, and specialized subconsultants’ coordination required for the success of the Parks and Recreation Master Plan, including assistance in CAPRA accreditation. Our Parks and Recreation Team includes working successfully with subconsultants Berry Dunn (for recreation trends and level of service analysis) and RRC Associates (statistically valid survey), to bring the City our full depth of Master Plan services for a successful PRMP.

Our Miller Legg Team assets include **significant national expertise** of Berry Dunn and RRC Associates, as they have worked on hundreds of parks and recreation master plans nationally. Members of our Team have **spoken at the NRPA and FRPA annual conferences** and attend to remain current with national trends and to foster continuing education. In addition, Miller Legg regularly coordinates with parks and recreation equipment and vendors to share their knowledge and expertise with the firm.

During the past 40+ years, Miller Legg has had **strong relationships with Cooper City**, including one of our founding/firm name principals and other current staff’ commitments to multiple City boards and other local professional associations such as the Davie/Cooper City Chamber of Commerce.

**Community involvement** is an extremely important component of the Parks and Recreation Master Plan. We have the depth of skilled professionals needed to organize, conduct, and analyze comprehensive community engagement campaigns with public and targeted interest groups, both virtually and in-person, to ensure Master Plan success. As trusted consultants, we will collaborate closely with and assist Cooper City to navigate this complex process.

Upon completion, our Miller Legg Team will provide a **PRMP that is real, achievable and implementable**, not just a planning document. The Plan will identify critical enhancements over a 10-year planning horizon required to implement the PRMP.

The PRMP will include a **Capital Improvement Program (CIP) for the PRMP implementation**, not only during the next 5-year CIP, but also for the duration of the 10 year planning horizon. This is critical for Cooper City to understand the costs and strategically and plan for the associated fund



The Miller Legg Team’s Parks and Recreation Master Plan approach for the City’s first Parks and Recreation Master Plan is a comprehensive process that starts with a firm understanding of the City of Cooper City’s needs and goals related to recreation and parks. Our philosophy is summed up in our tagline: *“Improving Communities. Creating Environments.”* Public parks, recreation programs and open space are crucial elements of the urban and suburban setting. They define the built environment and support an improved quality of life for City residents, making Cooper City continue to be ‘Someplace Special’.

Miller Legg has a rich history of community engagement in Cooper City through direct projects with the City and numerous projects throughout the community. Over the years, our Team at Miller Legg has remained actively involved in Cooper City, including participating in and providing leadership to the Chamber of Commerce. Miller Legg’s Cara Pasquale serves as Chamber Board Director and leads the Chamber’s Government Economic and Community Affairs Committee. Additionally, our Project Manager for this Parks and Recreation Master Plan, Liudmila Fuentes, MLA, is a dedicated member of the Chamber’s Women in Business Committee. The Miller Legg Team has recently been performing Landscape Architecture, Environmental, and Surveying services for the City through a 2020 Professional Services contract.



Project Approach & Methodology



The City of Cooper City, with approximately 34,400 residents and over 8.5 square miles, requires a comprehensive Parks and Recreation Master Plan to serve its existing and future residents. Therefore, the Master Plan must be based on both a response to stated desires and objectives of residents, and a need for a balanced recreation program which can be phased through the 10-year (2034) planning horizon.



The Parks and Recreation Master Plan (PRMP) will reflect upon the recommendations and initiatives of the City’s 2022 Strategic Plan, but, more importantly, Miller Legg’s PRMP Team will consider the City’s existing parks and recreation resources, current improvements at any parks, population trends, recreation trends, and contribute to the Recreation and Open Space Element of the City’s Comprehensive Plan.



Cooper City has a diverse park portfolio of more than 24 parks and facilities. Active parks from regional to neighborhood parks include Cooper City Community Center, Suellen H. Fardelmann Sports Complex, Bill Lips Sports Complex, Flamingo Park, Flamingo West Park, Pool and Tennis Center, Christie Schafale Park & Dog Park, Diamond Head Park, Forest Lake Park, Stirling Palm Park, Tamarind Park, and Ted Ferone Park.



Passive parks include Chase Park, Colony Park, Memorial Park, Cooper’s Point Park, Dawn Park, Ellie Kozak Park, Encore Park, Jerry Morgan Park, Homes of Forest Lake Park, Natalie’s Cove Park, Pine Lake Park, and Poinciana Park.

In addition, residents regularly utilize non-City park facilities including the Brian Piccolo County Park, Monterra Community Dog Park and Pioneer Middle School for active and passive park activities.



This extensive parks, recreation and open space network, demonstrates that the City understands the importance of providing a quality recreational system to your residents.



Miller Legg Team's proven parks and recreation planning process provides the basis to develop a PRMP able to be implemented in today's challenging regulatory and economic climate. The Miller Legg Team's process described below has provided successful results for Parks and Recreation Master Plans in Broward County cities of Weston, Plantation, Oakland Park, Miramar, Tamarac, as well as the Cities of South Miami, Orange City, and furthermore for Pembroke Pines Street and Greenways Master Plan, and Boca Raton North Park and Red Reef Park Master Plans. We are currently collaborating with the Town of Davie on the development of their first Parks and Recreation Master Plan. Each of these projects has utilized the same process, with varying degrees of emphasis depending on the unique nature of each community, in the establishment of implementable recommendations and standards, and achievement of CAPRA accreditation.



Communication between the Miller Legg Team and the City Project Manager and Parks and Recreation Leadership Team is critical to this project's success. As outlined in the following Project Approach and Methodology, there are numerous review meetings with this Team. In addition, regular bi-weekly updates will be conducted with the City Project Manager on the PRMP's progress.

Miller Legg, in conjunction with nationally renowned recreation planners and consultants, Berry Dunn and RRC Associates, is proposing the following PRMP development process and components for the Cooper City Parks and Recreation Master Plan.



This comprehensive PRMP process will ensure that the City’s task components outlined in the RFQ are met and a truly implementable PRMP is delivered.

1. Department Mission Vision and objectives
2. Community Inventory and Assessment
3. Needs Assessment
4. Level of Service Standards
5. Parks and Recreation Strategic Plan
6. Project Prioritization
7. Recreation Trends Analysis
8. Recreation Programming Plan
9. ADA Transition Plan and Autism Friendly Community
10. Community Relations and Marketing Plan
11. Community Health and Environmental Responsibility Plan
12. Art in Public Places



*Project Approach & Methodology*

## 1. Establishment of Mission, Visions and Objectives



Our approach begins with a project kickoff meeting between the Miller Legg Team and the Parks and Recreation Department. The Miller Legg Team will meet with City management and Parks and Recreation Department leadership to establish the mission, vision, objectives, and core values to be achieved in the PRMP planning process, as well as specific, tangible products or outcomes to be produced, including incorporation of the 'Someplace Special' slogan and assistance with CAPRA Accreditation. The Team will review each party’s responsibilities and contact information. This work will be provided to the City in a detailed memorandum before the start of work.

## 2. Community Inventory and Analysis

### Provide City Webpage PRMP Content

As part of the PRMP public outreach program, Miller Legg will coordinate with the City to organize PRMP content within the City’s existing website to assist in data gathering and dissemination of project information during the PRMP development. The webpage will be updated with news related to the PRMP's progress and to communicate associated activities. The Cooper Quarterly, local newsletters, and city social media outlets (Facebook, Instagram, Twitter, etc.) are also effective tools that can be utilized to keep the public involved in and informed about the process.



### Information Assembly

Once the vision, goals and objectives have been established, Miller Legg will thoroughly review all relevant City data that is available for this PRMP process, including existing recreation programs at Cooper City’s 24 current park sites, current facility demands and operations, and the following documents:

- City of Cooper City Policies and Procedures
- City of Cooper City Strategic Plan
- City of Cooper City Landscape Beautification Plan
- Comprehensive Plan Chapter 6 Recreation and Open Space Element

- Other Development and master planning documents
- Broward County Cultural Division Creative Broward 2020 Plan
- Broward MPO Long Range Comprehensive Plan
- Broward County Master Plan (2022)
- Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP)
- Southeast Florida Regional Partnership Seven50 Plan
- Southeast Florida Regional Climate Action Plan 3.0
- 10 – Minute Walk Program
- Commission for Accreditation of Parks and Recreation Agencies (CAPRA)\* 2019 National Accreditation Standards

The Miller Legg Team will also review City-provided information regarding sports, recreation, and community groups, including but not limited to: Optimist Club of Cooper City for basketball, baseball, softball, football, volleyball, soccer, cheerleading, as well as Bill Clark Tennis Academy for both tennis and pickleball.

### Parks System Resources

The Miller Legg Team will review Cooper City’s current facilities and recreation lands inventory. A qualitative and quantitative inventory analysis will be done for the existing parks, facilities, greenways, open spaces, structures and amenities. In addition, information will be gathered for private facilities, such as the Cooper Colony Golf Course, as well as Broward County’s existing and future park facilities, including Brian Piccolo Park, and the School Board’s public schools. Utilizing available City and County Geographic Information System (GIS) data and the collected inventory data, a map of properties and other necessary illustrative materials will be prepared for use in future public meetings. Priority will be placed on synergistic service delivery, partnership opportunities and strategies to increase revenues.



Greenways and Trails are other elements that offer opportunities to enhance the recreational diversity and connectivity of parks and trails within a community. The City continues to implement and demonstrate its understanding of how greenways not only provide recreation but also are ways to link its parks, schools, and places of worship. Identification of additional future Greenway corridors will also be conducted by the Miller Legg Team as part of the PRMP inventory.

Miller Legg will also evaluate existing natural areas within Cooper City that could potentially serve to enhance Cooper City’s future recreational space. Each area’s specific natural resources will be evaluated by our environmental staff to identify unique characteristics and habitats. The potential for these areas to be integrated as a part of the City’s recreational program will also be analyzed. Environmental sustainability will always be a primary focus of any Miller Legg park and recreation analysis, given our long history of environmental parks projects with native species habitat, ecosystem, wetland and applicable permitting facets. Resiliency plays a key role in our sustainability approach. Landscape, site elevations and specific materials are critical in the development of a truly sustainable PRMP.

The Miller Legg Team will utilize available base GIS materials and fill in missing information to compile a comprehensive, updated inventory. We can work with various information formats and will produce the final deliverables in both shapefile and textual formats that are dynamic and easily updated and used in the future. Once the physical inventory is completed and accurate, we will help analyze the system with quantitative, qualitative, and textual analysis. This will be a dynamic user-friendly inventory that Cooper City will have from this point forward.

To quantify the Department’s current Level of Service (LOS) and make recommendations to ensure that uses/spaces meet current and future needs of the community, our analysis will consider the capacity of each amenity (playgrounds, ball fields, trails, recreational and special facilities, etc.) as well as functionality, accessibility, condition, comfort, and convenience. Facility utilization will be reviewed with City staff and analyzed to determine existing indoor/outdoor space availability. We will also make recommendations for minimizing duplication and/or enhancing possibilities for collaborative partnerships (Broward County, School Board, SFWMD, etc.) where appropriate.

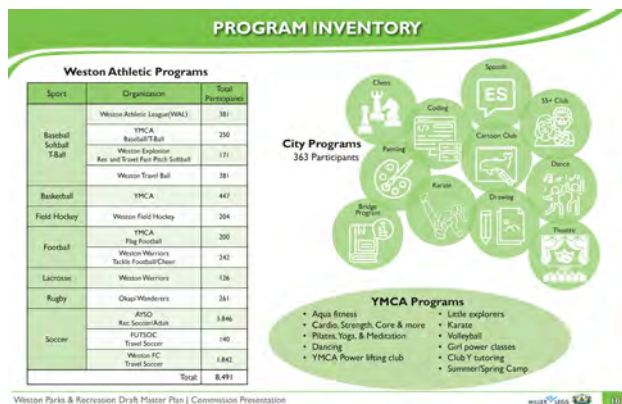
We will then create an updated GIS file and a System-Wide Resource Map and digital dataset to prepare for analysis. Key issues and representative photos regarding any of the assets from both staff and stakeholder perspectives will be noted in a textual supplement and charts. Results will be incorporated into findings and recommendations for improvements.

### Social Service and Recreation Programs and Services

The Miller Legg Team will review the current status of the City’s social service and recreational programs and services with the City staff. The Miller Legg Team will then work with staff to identify and quantify the recreational programs and social services provided by the City. This analysis will include the types and frequency of programs and events such as the Founders Day, Eat to the Beat, Autism Awareness, Mayors Chess Challenge, Mother’s Day Tea, Father’s Day Fishing Derby, Egg-Stravaganza, Bike Rodeo, Safety, Health Fair, and Light Up Cooper City, etc. as well as the level of attendance at these programs by the community. We will engage the City regarding the cost of these services and the use of any cost recovery processes. We will also discuss with the City current parks and recreation funding sources for the capital improvement, programs, maintenance, and operations budgets. This will be a very important element of the PRMP development during this phase and throughout the Plan’s development.



Miller Legg and BerryDunn will conduct a thorough review and comprehensive analysis of the existing funding mechanisms and cost recovery practices employed by the Parks and Recreation Department. Our Team offers local knowledge of recreational program fees and a national perspective of cost recovery standards. This assessment will encompass a detailed examination of the sources of funding, such as government allocations, grants, user fees, partnerships, and sponsorships, as well as the strategies employed to recover costs associated with providing these recreational offerings. Staff and participant engagement will be conducted to comprehensively understand the current funding landscape and cost recovery practices, including the challenges and opportunities associated with each approach.

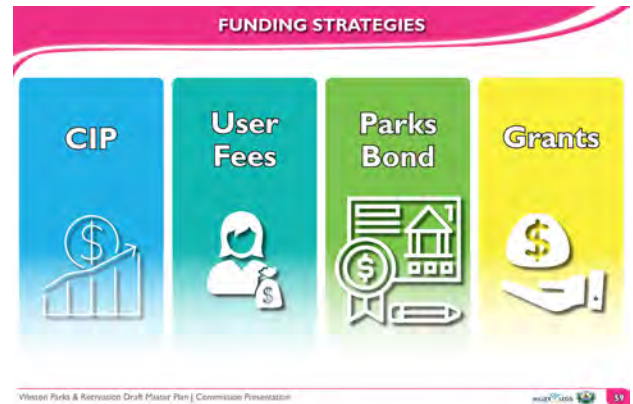


Based on this review and discussions, we will develop informed recommendations regarding the appropriate levels of cost recovery through fees. These recommendations will be tailored to the specific nature and scope of the recreation programs and services in question, considering factors such as the program's objectives, target audience, and associated costs. Our Team will strive to recommend cost-recovery methods that retain resident participation and usage while aiming to achieve a sustainable funding model for the long-term viability of the programs and services.

## Funding

We will also discuss with the City current parks and recreation funding sources for the capital improvement, programs, maintenance, and operations budgets. This will be a very important element of the PRMP development during this phase and throughout the Plan's development.

In addition to assessing the current funding landscape, we will dedicate considerable attention to exploring and evaluating various funding methods to support the PRMP. This comprehensive examination will be detailed in the Draft PRMP/Strategic Plan, where we will identify long-range funding levels required to implement the proposed recommendations outlined in the PRMP effectively.



Project Approach & Methodology

Recognizing the importance of financial sustainability, we will actively seek out and recommend new and alternative sources of funds to supplement the existing funding streams. This entails exploring innovative approaches to securing financial resources, such as seeking grants, forming partnerships with local businesses or organizations, implementing user fees and sponsorship programs.

## Comparative Analysis

As part of the Community Inventory and Analysis phase, an initial comparative study of the City will be conducted and further analyzed in the next phase. The comparative study will begin to compare Cooper City to state and national standards and comparable local municipalities.

City Facilities Comparative Study							
City:	Weston	Plantation	Sunrise	Tamarac	Parkland	Wellington	AVERAGE
Population:	68,107	61,750	97,335	71,897	34,670	61,637	70,899
Area in Square Miles:	26.1	22.05	18.12	12.08	14.25	45.41	23
Population Density:	2,609	4,161	5,372	5,952	2,433	1,357	3,647
# of City Parks:	15	42	17	16	9	38	24
Playgrounds/Totlots	12	35	8	8	6	20	15
Basketball Courts	9	19	11	4	4	16	11
Tennis Courts (outdoor only)	17	46	21	2	10	35	22
Baseball Fields	21	25	11	5	9	19	15
Rectangular Fields Grass Multi-Purpose	9	2	10	4	11	3	6
Dog park *	0	1	1	1	1	1	1
Swimming Pools (outdoor only)	0	2	5	1	0	1	2
Soccer/Football Fields	11	18	9	7	21	15	14
Pickleball (outdoor only)	12	13	0	2	4	4	5
Community Gardens / Butterfly *	0	0	1	0	1	1	1
Multi-Use Courts (Basketball, Volleyball)	4	18	0	1	9	4	6
Multipurpose Synthetic Fields	4	1	2	0	2	4	2
Beach Volleyball Courts	4	2	1	1	4	6	3
Community Centers	1	3	2	2	1	1	2
Recreation Centers	0	2	2	2	0	0	1
Outdoor Performance Amphitheater / Stage	2	0	1	1	1	1	1
Stadium	1	1	0	0	0	0	1

\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham Country Park  
Table 3.30: City Facilities Comparative Study

LEGEND: Meets Benchmarks (Green), Below Benchmarks (Orange)

A systematic approach will be employed during the comparative study to assess key elements such as infrastructure, amenities, programs, and services. By comparing these aspects to established benchmarks at the state and national levels, valuable insights will be gained into the City's strengths, weaknesses, and areas for improvement. Additionally, examining the neighboring municipalities will shed light on regional trends and best practices, enabling a more holistic understanding of the City's position within its local context. This comprehensive analysis will lay the groundwork for informed decision-making and strategic planning in subsequent phases of the project, ensuring that future initiatives align with the community's needs and aspirations.

## City Interviews

Based upon this initial inventory and analysis, the Miller Legg Team will prepare exhibits, documents and survey interview questions to augment this inventory of information. Utilizing this information, a meeting will be held with the Mayor and each City Commission member. In addition, the Miller Legg Team

meet with up to three (3) Focus Groups. The members of these Focus Groups will be coordinated with the City and may include key City management, Parks and Recreation Department management and staff, Recreation Advisory Board, Green Advisory Board, Athletic Leagues, and cultural/art programs. At these meetings we will discuss existing facilities, access and programs provided by the City and their thoughts on the future of the City’s Parks and Recreation system. Key discussion points include existing facilities, future facilities, recreation programs and social services funding.

### 3. Needs Assessment Public Involvement

Consistent engagement with the Cooper City community is essential to the development of a comprehensive PRMP. Facilitating a process that promotes respect and openness to the diverse needs of the community and its recreational and cultural spaces helps provide stakeholders with a sense of ownership and involvement, encouraging consensus on the decisions made and the value of the resulting enhancements.

The Miller Legg Team will collaborate with the City to plan both in-person and virtual community meetings to bring residents, user groups, advisory boards, and other key community stakeholders together in collaborative settings to discuss the goals and objectives of the Master Plan and collect feedback on recreational needs in the community.

Building awareness of the PRMP’s initiatives and the means of participation in its outcomes requires a versatile communication strategy to ensure complete inclusivity. Community stakeholders will be notified of each event based on the most effective means available to them – in digital, print, and grassroots methods that range between printed materials, digital notifications, and SMS Marketing on mobile devices.

The Miller Legg Team will assist Cooper City in preparing for four (4) neighborhood public workshops to ascertain the recreation needs of the community. Public Workshops/Charrettes will be hosted in-person, virtually, or conducted using a hybrid approach, with virtual attendance options at otherwise in-person events. At these meetings, the Miller Legg Team will present findings of the initial project phases, including results of the Statistically-Valid Survey and a preliminary Level of Service Analysis.



Following the presentations, attendees will be engaged in activities that help to identify stakeholder concerns, desires, and issues with recreational access in Cooper City. Results of these activities will be collected and processed by the Miller Legg Team before being made available to the public, on the project website as well as in print documentation.



We then prepare a follow-up memorandum for the City with detailed results of this workshop, including the activities and input received from the participants.



*Project Approach & Methodology*



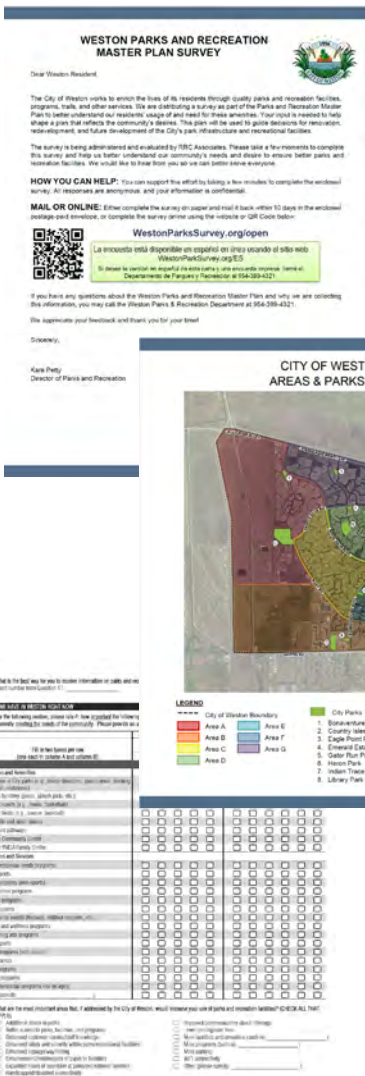
To supplement the open-access public workshops, focus groups comprised of key community and/or industry representatives will be formed to discuss more detailed aspects of the PRMP's development. The composition of these groups will prioritize diversity, socio-economic factors, technical expertise, and/or front-line Parks and Recreation staff members, depending on the findings of the Team's initial analyses. Individual stakeholder interviews will likewise be conducted to ensure the deepest level of engagement and consensus is realized before reaching final outcomes.



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### Statistically-Valid Community-wide Survey

Surveys are a key part of all planning projects to accurately reflect a community's quantitative needs. Stakeholder meetings, focus groups, and public meetings are typically attended by active interested parties and users. A statistically-valid survey will provide reliable information that represents the interests and opinions of the general City population, including residents who may not be currently active in the City's Parks and Recreation systems, and is a defensible data collection methodology upon which to base future capital investment decisions. The Miller Legg Team, including RRC Associates, has collaborated on Park Master Planning projects and has conducted surveys for park and planning projects with diverse communities throughout Florida. Our Team will create a City-wide statistically valid community needs assessment survey to be mailed to randomly selected households in Cooper City.



The survey will provide critical Cooper City-specific information in determining community values, satisfaction levels, needs and priorities, ability and access to participate, preferred marketing channels, recreational preferences, level of awareness, current usage levels, and demographic information for long-range planning efforts. The following outlined survey strategy is a preliminary approach that will be further developed and refined with City participation.

These Cooper City residents will be given a website link to access the tailored survey online using an individual passcode assigned to each household. This technique is effective in maintaining the random sample while also increasing response opportunities.

Questions will be drafted based on information gathered throughout the inventory process as well as from staff, community leaders, and focus groups input. Our Miller Legg Team will ask questions about what types of programs, facilities, and services residents want in their parks and recreation system, level of current usage, primary providers of services, alternative providers, quality and satisfaction levels with existing services and facilities, priorities, level of awareness of City-operated programs and facilities, and willingness to pay for new services and facilities. These questions will be supplemented with questions about specific, identified community issues, as deemed appropriate.

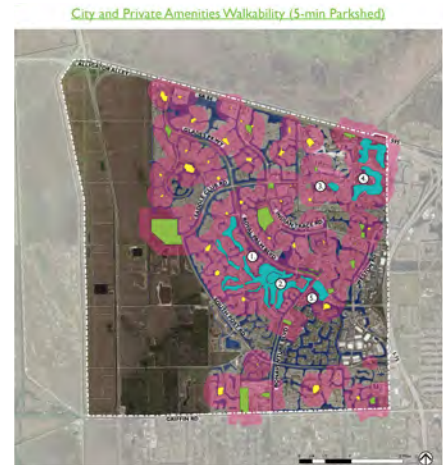
Our Miller Legg Team will create a survey of up to four pages in length (including cover letter) and expects to receive enough completed questionnaires for a statistically-valid analysis with a target 90 percent level of confidence and margin of error of +/- 10 percent at the aggregate level (depending on response). Survey question format and content will be developed to maintain participant engagement and minimize response bias. To help improve response rates, we also anticipate that the Cooper City Parks and Recreation Department would assist with marketing and creating public awareness of the survey through posters, direct mail, digital channels, including the City’s Cooper Quarterly newsletter, local newspaper, radio, and cable TV.

The Miller Legg Team has substantial experience in designing surveys specifically for parks and recreation issues that are effective and representative of both users and non-users. The survey will be well-written and easily understood, and the results of overall needs will be tallied and summarized. All respondent comments will be included in the final report.

To potentially increase response rates, and to provide for broad community participation from interested residents, we will create a web-based, open link version of the survey for anyone that does not receive a survey as a part of the mailed invitation. It would provide an online method for survey completion. These results would be coded separately to control for statistical validity and sub-analysis. All members of the community will be able to take the online survey, even if they did not receive an invitation in the mail.

#### 4. Level of Service Analysis

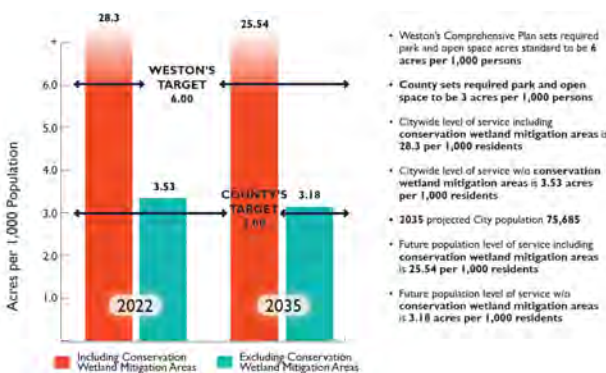
Utilizing the information gathered during the Inventory & Analysis Phase, the Miller Legg Team will conduct an unmatched Level of Service analysis for the City of Cooper City’s system. This analysis will include a comparison to established national, state and local benchmarks or requirements. The benchmarks include those of the National Recreation and Parks Association (NRPA) and the Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP) as well as the City Comprehensive Plan’s Recreation and Open Space Element which has a desired level of service as six (6) acres of parkland per 1,000 population.



In addition to these standard Level of Service analyses, a component-based Level of Service analysis methodology will be utilized to develop a level of service based upon the capacity of the City-specific components and facilities that make up Cooper City current and planned Parks and Recreation system to ensure they meet the current and future needs of the City.

Analyses of parks, trails, and recreation systems determine how effectively the current systems serve the City. Typical PRMP Level of Service (LOS) analysis addresses the capacity of a Department’s systems and facilities to meet the needs of the community. Miller Legg’s Component Based Methodology for LOS

analysis creates a GIS-based site specific basis to give greater detail and management capacity for Cooper City’s Parks and Recreation system.

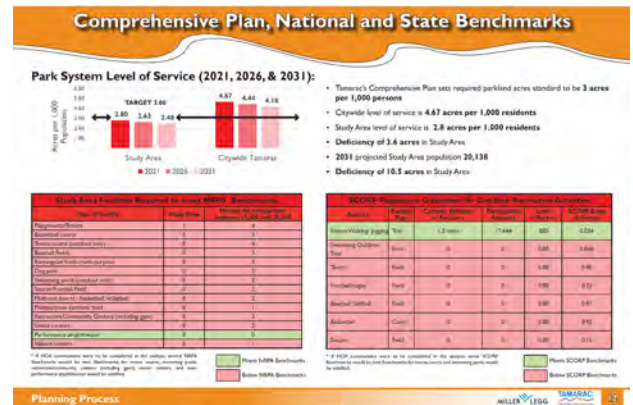


#### Benchmark Standards

Our Miller Legg Team has been integral in refining and updating the standards for planning parks, trails, recreation, and open space agencies throughout Florida and the United States.

Mike Kroll, RLA, FASLA Principal at Miller Legg, has presented at the annual FRPA conference, on Natural Resources, Planning and Park Funding. In addition, Art Thatcher of Berry Dunn has also presented at FRPA conferences. Mike and Art's experience and knowledge of national trends and recreational standards will enable the Miller Legg Team to reinforce this component-based LOS analysis.

Capacity benchmark standards alone are not sufficient for most communities and are inconclusive when trying to evaluate system amenities such as open space, conservation areas, greenways, trails, indoor facilities, as well as historic and cultural assets. Often significant numbers of residents quietly endure inaccessibility and seek their leisure, recreation and sports programs and amenities from alternative sources. Understanding who and where these overlooked citizens live, work and play is key to successful community outreach that results in truly equitable park and program development.



Our component-based LOS methodology helps to standardize the analysis of these atypical amenities so it can be benchmarked and implemented based on Cooper City's actual amenities. The Miller Legg Team will assess Cooper City's current level of service rather than applying a typical standard of x per 1,000 type analysis. This positions the PRMP to serve as the roadmap setting equitable City standards and ordinances in the future.

## 5. Parks and Recreation Strategic Plan

After completing and reviewing the above Tasks, the Miller Legg Team will prepare a five-year Strategic Plan. The Strategic Plan's focus is to implement the Mission and Vision of the Department through recommendations and action items. The Recommendations Action Plan serves to enhance the Level of Service (LOS) provided by the Parks and Recreation Department through the improvement of existing sites, development of new facilities, organizational enhancements, financial improvements, improved programs, facilities, and amenities. Additionally, the Strategic Plan will incorporate elements from the following supplemental plans and findings from a Recreation Trends Analysis that further develop and support the Strategic Plan and the PRMP:

<p><b>Goal 1: Continue to Improve Department Organizational Efficiencies</b></p> <p>Improve aspects of the municipal organizational structure that supports the provision and stewardship of the Plantation's parks, recreation facilities, programs, and activities.</p> <p>Objective 1.1 - Enhance and improve internal and external communication regarding Department activities and services.</p>	<p><b>Goal 2: Increase Financial Opportunities</b></p> <p>Continue to find new and innovative means to provide Plantation residents with additional recreation opportunities.</p> <p>Objective 2.1 - Increase special event and activities opportunities.</p> <p>Objective 2.2 - Develop and implement a system to manage private outdoor leisure facilities throughout all general facilities.</p> <p>Objective 2.3 - Implement a temporary policy that establishes a dedicated revenue source for the Department.</p>	<p><b>Goal 3: Continue to Improve Programs and Service Delivery</b></p> <p>Increase awareness of Plantation's existing public recreation opportunities and enhance program offerings to meet existing and future community needs.</p> <p>Objective 3.1 - Explore opportunities to increase recreational activities based on demand and trends.</p> <p>Objective 3.2 - Explore opportunities to increase the number of cultural events based on demand and trends.</p> <p>Objective 3.3 - Review and update the Parks and Recreation Master Plan.</p>	<p><b>Goal 4: Improve Facilities and Amenities</b></p> <p>Improve existing park amenities and recreation facilities to create better user experiences, increase the usage of parks, and elevate levels of satisfaction.</p> <p>Objective 4.1 - Expand greenways and trails connectivity.</p> <p>Objective 4.2 - Develop cross-access at existing parks to facilitate use of all services and amenities.</p> <p>Objective 4.3 - Develop and implement a system to manage private outdoor leisure facilities.</p>
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- Recreation Programming Plan
- ADA Transition Plan and Autism Friendly Community
- Community Relations and Marketing Plan
- Community Health Plan and Environmental Responsibility Plan
- Art in Public Places Plan

## 6. Project Prioritization

Based on the Community Inventory and Analysis, Needs Assessment, and Level of Service Standards a Project Prioritization list will be created, featuring City maps showing potential sites for recreation program elements requiring physical facilities. These plans will de

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facility evolution over a 10-year (to 2034) period and will assess potential land acquisition needs. The Project Prioritization Plan aims to elevate the Parks and Recreation Department's Level of Service (LOS) through improving current sites, future facility development, organizational enhancements, financial improvements, enhanced programs, facilities, and amenities.



A Project Prioritization plan will prioritize various recreational elements and programs, encompassing existing facility upgrades, future parks, programs/events, and funding policies. The plan will include an implementation schedule for both short and long-term goals. A fiscal demand schedule and optional revenue resources will accompany the implementation schedule, allowing the City time to initiate funding and fulfill land requirements.

implementation schedule for both short and long-term goals. A fiscal demand schedule and optional revenue resources will accompany the implementation schedule, allowing the City time to initiate funding and fulfill land requirements.

Subtotal of 1. Park Systems:			
SHORT TERM (1-3 YRS)	MID-TERM (4-6 YRS)	LONG TERM (7-10 YRS)	TEN YEAR TOTAL
\$780,000	\$572,500	\$420,000	\$1,772,500
Subtotal of 2. Athletic Facilities :			
SHORT TERM (1-3 YRS)	MID-TERM (4-6 YRS)	LONG TERM (7-10 YRS)	TEN YEAR TOTAL
\$22,614,900	\$30,583,800	\$8,706,500	\$61,905,200
Subtotal of 3. Indoor Recreation:			
SHORT TERM (1-3 YRS)	MID-TERM (4-6 YRS)	LONG TERM (7-10 YRS)	TEN YEAR TOTAL
\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000
Subtotal of 4. Programs and Events:			
SHORT TERM (1-3 YRS)	MID-TERM (4-6 YRS)	LONG TERM (7-10 YRS)	TEN YEAR TOTAL
\$1,080,000	\$1,040,000	\$1,340,000	\$3,460,000
Subtotal of 5. Trails & Bike/Pedestrian Facilities:			
SHORT TERM (1-3 YRS)	MID-TERM (4-6 YRS)	LONG TERM (7-10 YRS)	TEN YEAR TOTAL
\$100,000	\$50,000	\$0	\$150,000

Grand Total:			
SHORT TERM (1-3 YRS)	MID-TERM (4-6 YRS)	LONG TERM (7-10 YRS)	TEN YEAR TOTAL
\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
*Grand Total:			
\$75,755,488	\$105,775,469	\$24,404,153	\$205,935,109

## 7. Recreation Trends Analysis

**2.2. Recreation Trends**  
**2.2.1. Introduction:** The following sections summarize regional and national trends that are relevant to Marion. This chapter also identifies the trends and interests that were identified during the public engagement process.  
 According to Figure 215, the most popular sport in the City among adults in 2022 was golf with 10.6% adult participation. The other two most popular sports were baseball (7.7%) and tennis (5.6%).  
 The most popular outdoor recreation activities in 2022 was hiking (25.5%) and road bicycling (16.4%).  
 Figure 215: Hiking, 19.6% | Canoeing or Kayaking, 18.9% | Golf, 10.6%  
 Figure 216: Hiking, 25.5% | Road Bicycling, 16.4%  
 Figure 217: Hiking, 25.5% | Road Bicycling, 16.4%  
 Figure 218: Hiking, 25.5% | Road Bicycling, 16.4%

Recreational trends play a key role in a truly successful Parks and Recreation Master Plan. These trends significantly depend upon the demographics of a community. By being at the forefront of these recreational trends on a national and local stage, the Miller Legg Team brings an unparalleled expertise in this field needed to anticipate the facilities and programs necessary to meet the ever-changing demographics of the City of Cooper City. Utilizing Miller Legg's connectivity to the local recreational community and Berry Dunn's expertise with national recreational trends and their effects on our population, we will ensure that the City's parks, open space and cultural arts programs will meet the current and future needs of the City.

## 8. Recreation Programming Plan

The Miller Legg Team will prepare a Recreation Programming Plan that will include the elements and services of the Parks and Recreation Department's functions, including activity selection, type, and scope of programs, outreach initiatives, etc. The Plan will be prepared based upon the results of all the above Tasks, Level of Service (LOS) Analysis along with other applicable recreation standards. The plan will expand upon the Parks and Recreation Master Plan and Strategic Plan. It will target both short-term and long-term community goals to enhance recreation programming based on community priorities. The plan will identify the necessary resources, estimated costs, and an implementation strategy to initiate the highest priority recreation options over a 10-year period. This plan is intended to be a living document that will be updated as community demographics, trends and needs change.

**Appendix B. Recreation Programming Plan**  
**Plan Overview:** The Recreation Program Plan covers all of the aspects of the Parks and Recreation Department's components and programs, including safety of events, program type and scope, outreach efforts, etc. The Plan expands upon the Parks and Recreation Master Plan and Strategic Plan, supporting the goal and initiatives outlined within those plans. They include both short-term and long-term community goals to enhance recreation programming based on community priorities.  
**Demographic Overview:** The following demographic information was gathered from the 2023 Population, Parks and Recreation Master Plan.  
 The City of Plantation has an estimated population of 94,286. Current age group breakdown is mostly dependent on a slightly higher concentration in age group 40-59 years. According to the Bureau of Economic and Business Research, the age breakdown is reflective of a 30-year shift with each group moving generally one bracket higher age group proportion for 2020 will be mostly Millennials and special events. While participation rates seem high, the truth is when you analyze the numbers there seems to be a decline in adult athletic participation. According to the public survey conducted in August 2018 through February 2019, less than 30% of survey participants participated in any adult athletic program or adult classes, less than 20% participated in any youth athletic programs or youth classes, less than 20% participated in any aquatic recreation or golf programs, and less than 20% participated in any senior 55+ over programs. For Department statistics, youth athletic participation rates have dropped consistently since 2009.  
**Planning Process:** During the planning process a number of forms of outreach were used to ensure that all decisions were focused on community preferences, as well as the ability of residents to pay for proposed leisure facilities. Stakeholder interviews, advisory committee meetings, public workshops, and online surveys were conducted to identify community recreation needs, goals and desired service levels for recreation programs and events. The entire process was carried out with the guidance of Parks and Recreation Department staff. Approximately 1,000 people participated in this planning effort.  
**Program and Service Determinants:** Recreation Parks and Recreation Department programs and services shall be based on:  
 • Conceptual Foundations of Plan, Recreation and Leisure  
 • Community Needs  
 • Community Characteristics  
 • Agency Mission, Vision, Goals and Core Values  
 • Experiences Desirable for users  
 The Plantation Parks and Recreation Department makes every effort to provide programs and services that meet community needs for recreation. The services and programs provided by the Department have been developed to support the mission, vision and core values.  
 Planning, community research, outreach to targeted groups, benchmarking, evaluations and other methods of outdoor recreation programming.  
 City of Plantation, Florida

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### 9. ADA Transition Plan and Autism Friendly Community

Accessibility is a key component to a sustainable PRMP. As such, ADA accessibility issues will be reviewed for the City's facilities, and an ADA Transition Plan will be developed. Miller Legg will evaluate City recreational facilities to determine accessibility needs against the US Department of Justice Title II requirements. After a thorough evaluation, Miller Legg will prepare the Plan to address recommendations for maintenance and renovations for the City's parks, trails, and facilities; identify the methods to remove barriers, set a compliance schedule, and assign City staff to be responsible for implementing and updating the Plan.

### 10. Community Relations Plan and Marketing Plan

Community Relations and Marketing are key to a healthy recreational program. This Plan will identify community relations and marketing approaches that can be integrated into the long-term strategic

implementation of the PRMP. The purpose of the Parks and Recreation Department's marketing and communications effort is to provide transparent, accurate, and timely information to City residents through the delivery of integrated marketing and community relations activities that promote high-quality programs and services. The Community Relations Plan and Marketing Plan will establish the goals and objectives, community relations and marketing channels, target market and market positioning, training personnel, and an evaluation process.

Appendix B. ADA Transition Plan

**Plan Overview**  
The establishment of this ADA Transition Plan meets the requirements outlined in the Americans with Disabilities Act (ADA) Title II. This plan is specific to the City of Western Park and Recreation Department. It identifies City-owned parks and facilities throughout the City to be assessed and included in the Transition Plan.

**Plan Background**  
The Americans with Disabilities Act (ADA) is an important Civil Rights law that improves the quality of life for millions of people in the United States. The ADA provides equal opportunity for employment, state and local government services, public accommodations, and telecommunications. The ADA was enacted on July 26, 1990. Title II was established on January 26, 1993, and updated on May 20, 2012. The ADA provides people with disabilities the same opportunities as those available to those without disabilities. Title II of the ADA requires the creation of a Transition Plan to ensure compliance with the ADA.

**ADA FIELD EVALUATION**

FIELD NAME	DESCRIPTION	GPS LOCATION	RECOMMENDATIONS	IMAGE
1. Accessibility Plan	...	...	...	...
2. Accessible Entrance	...	...	...	...
3. Accessible Pathways	...	...	...	...
4. Accessible Amenities	...	...	...	...
5. Accessible Program	...	...	...	...
6. Accessible Information	...	...	...	...
7. Accessible Customer Service	...	...	...	...
8. Accessible Transportation	...	...	...	...
9. Accessible Public Spaces	...	...	...	...

Appendix C. Community Relations and Marketing Plan

The purpose of the Parks and Recreation Department's marketing and communications effort is to provide accurate, timely, and transparent information to the residents and visitors of Plantation through the delivery of integrated marketing and community relations activities that promote high-quality programs and services. As part of this marketing philosophy, the Parks and Recreation Department and its employees will adhere to the following principles which are designed to:

- Communicate the unique attributes and benefits of the City of Plantation Parks and Recreation Department...
- Meet in person with residents and visitors, as well as through the benefits of parks and recreation, as well as in digital marketing programs and services.
- Provide accurate and timely information about parks, facilities, programs, events, and services to residents, visitors, and those working in Plantation.
- Utilize Departmental website, social media, newsletters, and email for communication and promotional purposes.
- Monitor an updated contact list to ensure timely communication. This list should include contact information and phone numbers for all major business partners provided by the Parks & Recreation Department.
- Post updates and new information on social media to ensure Departmental Facebook, Instagram, and Twitter accounts on City website and social media.
- Encourage residents, visitors, and employees to participate in Departmental services and programs.
- Use media channels multiple times leading up to events to ensure maximum reach.
- Encourage the early registration for special events, activities, and programs.
- Reach out to residents, visitors, and employees to ensure they are included in all events.

Appendix D. Community Health

**Community Health Overview**  
Nonprofits, recreational opportunities, and community services activities improve the quality of life for residents in Plantation. The Parks and Recreation Department proactively works to improve the physical and social conditions in the City that contribute to the overall health and well-being of its residents. The Department maintains a range of recreational facilities, community centers, and programs that provide accessible and enjoyable recreation opportunities. These facilities and programs provide a variety of recreational opportunities for all ages and abilities. The Parks and Recreation Department works to provide accessible and enjoyable recreation opportunities for all ages and abilities. The Parks and Recreation Department works to provide accessible and enjoyable recreation opportunities for all ages and abilities.

**Purpose of the Community Health Plan**  
The Department aims to maintain and increase access to parks, trails, recreational facilities, and community services programs in the City. It seeks to provide a healthy and safe environment for living and working in the City.

### 11. Community Health and Environmental Responsibility Plan

Parks are a critical part of the Cooper City community and its environment. Research has shown the connection between parks, trails, and health and has identified the value that parks provide to people. Parks and trails promote physical activity and community engagement while providing both environmental and mental health benefits. Parks also reduce stress and foster community interaction. A Community Health and Environmental Responsibility Plan is vital to the success of the PRMP and the City. Under the Community Health and Environmental Responsibility Plan, several subjects will be addressed such as:

- Recreational Trails and Open Space Connections
- Open Space
- Community Health and Family Enrichment
- Physical Activity
- Community Safety
- Access to Healthy Foods
- Access to Health Care and Medical Services
- Community Involvement and Social Opportunities



Appendix E. Environmental Responsibility

**Environmental Responsibility Overview**  
The City of Plantation recognizes that global climate change needs to be considered for new development and operations as well as future generations and is committed to reducing harmful greenhouse gas emissions.

**The City's Environmental Responsibility, Goals, and Objectives**  
The City believes that successful environmental stewardship will:

- reduce the City's environmental footprint
- protect the City's natural resources
- reduce the City's carbon footprint
- reduce the City's energy consumption
- reduce the City's water consumption
- reduce the City's waste generation
- reduce the City's greenhouse gas emissions

**Best Practices in Place**  
There are green practices already in place throughout Plantation, such as the residential recycling program, OpenSpace Habitat which worked to certify homes, businesses and schools through the National Wildlife Federation's Backyard Habitat program.

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- Greenhouse Gas and Energy Reduction
- Building Green Facilities and Reducing Energy Consumption
- Healthy Environment and Natural Areas
- Reducing Waste
- Strong Community and Livable Neighborhoods
- Alternative Transportation
- Educate and Engage the Community



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## 12. Art in Public Places

Public art is a powerful tool for meeting the current and future goals of Cooper City. Memorable public places invite us to return, meet our neighbors and appreciate our community. Such places attract us to City centers, enliven our neighborhoods, enhance our experiences in parks, inform us about the history and peoples of our place, and celebrate our ethnic and cultural diversity. Public art creates visual and emotional connections between the visitor and the place. It elevates the quality and interest of the built environment and signals an investment that encourages residents and newcomers to respond in kind.

Miller Legg will produce a planning document created with broad public and civic input to guide the Art in Public Places Program and enhance the unique identity of Cooper City. The Miller Legg Team will propose available sources of funding, develop an implementation plan, and outline a long-term and sustainable program to promote public art in Cooper City.

## 13. Draft Parks and Recreation Master Plan

Once the needs analysis, Recreation Action Plan, and potential site work have been completed, the Miller Legg Team will prepare a comprehensive Draft Parks and Recreation Master Plan, including narrative and graphic components to demonstrate intent of the PRMP, including incorporation of the City's 'Someplace Special' slogan. An important feature of the Draft PRMP is that it be viewed as a working document which the City may amend over time in response to changing City needs. The Draft PRMP will address current and future parks, staffing, facility, and site requirements and the process for successful implementation of the plan over three (3) planning periods:

- Short Term 2025-2027
- Mid-Term 2028-2030
- Long Term 2031-2034

This document will include a summary of the above Tasks to document the process and input received. A narrative of the Inventory and Analysis, Needs Assessment, Level of Service Standards, City and resident input, and site area needs will be developed. The Draft PRMP will include an existing program lifecycle review, facility capacity and usage evaluation, and a

OBJECTIVE	2025-2027	2028-2030	2031-2034	TOTAL	Notes
<b>3. Park Systems</b>					
<b>Objective 3.1 - Continue to improve external communication regarding Department activities and services.</b>					
3.1A Update the Department's marketing and advertisement strategy annually	Department Staff	Department Staff	Department Staff	N/A	
3.1B Evaluate previous marketing strategies and public outreach methods	Department Staff	Department Staff	Department Staff	N/A	
3.1C Engage additional resident advisory to create advisory in the community	Department Staff	Department Staff	Department Staff	N/A	
<b>Objective 3.2 - Develop a marketing and brand campaign to promote parks, facilities, programs and services.</b>					
3.2A Develop a marketing and brand campaign for parks, facilities, programs and services	Department Staff	Department Staff	Department Staff	N/A	
3.2B Implement diverse methods of communication (flyers, email, mobile application, City website, social media, etc.)	\$150,000	\$150,000	\$300,000	\$600,000	
Update graphic design services, etc. @ \$20,000 / year	\$60,000	\$60,000	\$60,000	\$180,000	
TOTAL	\$210,000	\$210,000	\$360,000	\$780,000	
<b>Objective 3.3 - Further enhance access to technology at public facilities.</b>					
3.3A Install Wi-Fi throughout all parks	\$25,000	\$25,000	\$0	\$50,000	
3.3B Mobile Application development and maintenance @ \$50,000 for setup and \$10,000 / year maintenance	\$50,000	\$50,000	\$40,000	\$140,000	
<b>Objective 3.4 - Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.</b>					
3.4A Explore additional partnership opportunities and build an existing partnership with schools, private and non-profit organizations	Department Staff	Department Staff	Department Staff	N/A	
3.4B Review all existing and future partnerships are memorialized in a signed partnership agreement	Department Staff	Department Staff	Department Staff	N/A	
<b>Objective 3.5 - Continue to expand and update signage department wide to make it easier for visitors to find and use parks, facilities and trails.</b>					
3.5A Enhance wayfinding signage to facilities on roadways, trails and within parks	Department Staff	Department Staff	Department Staff	N/A	
3.5B Enhance and update existing park entry signs to incorporate the City-wide branding initiative	Department Staff	Department Staff	Department Staff	N/A	
Entry Sign (with electronic, e-scan) @ \$100,000 each, Regional Park 8 Vitas Park	\$100,000	\$100,000	\$0	\$200,000	
3.5C Improve connectivity by use of internet park wayfinding signs.	\$10,000	\$0	\$0	\$10,000	
Regional Park 20 signs per Park @ \$2,500 per sign (Regional Park)	\$50,000	\$0	\$0	\$50,000	
Community Parks 10 signs per Park @ \$2,500 per sign (Regional Park & Vitas Park)	\$50,000	\$0	\$0	\$50,000	
Neighborhood Parks 5 signs per Park @ \$2,500 per sign	\$0	\$12,500	\$0	\$12,500	
TOTAL	\$360,000	\$162,500	\$0	\$522,500	
<b>Objective 3.6 - Continue to improve ADA accessibility of Parks.</b>					
3.6A Implement ADA Transition Plan @ \$25,000 / year	\$25,000	\$25,000	\$100,000	\$150,000	
3.6B Address non-compliant elements within City-owned recreational facilities, parks, and trails based on the ADA Transition Plan	\$100,000	\$0	\$0	\$100,000	
3.6C Continual evaluation of ADA needs for parks, facilities, and trails.	Department Staff	Department Staff	Department Staff	N/A	
<b>Total of 3. Parks Systems</b>	\$1,060,000	\$872,500	\$450,000	\$1,382,500	

Recreation Trends Analysis that will identify current sustainable recreation trends and how they would impact the City’s potential recreational facilities and programs. Many recreation trends are influenced by demographics and may not survive the test of time but may come and go. By understanding these trends, and their influence on resident’s needs and wants, the PRMP will evaluate the potential for flexible cross uses that provide multiple benefits for everyone in the community. A draft implementation plan and prioritization for various recreational elements and programs will be developed, including:

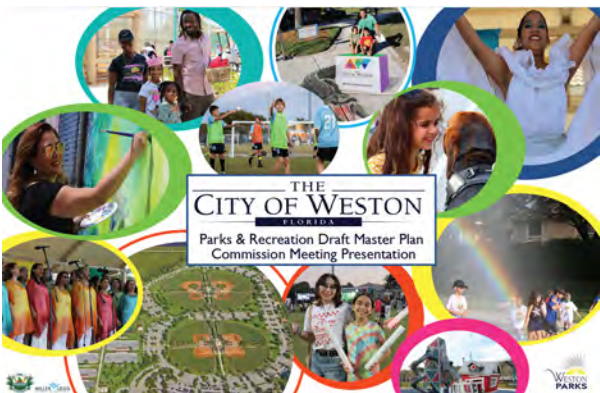
- existing facility capital improvements
- future parks and facilities
- future programs/events
- funding and policies

Staffing goals to meet recreation program and parks facilities requirements will be prepared. Staffing and associated soft costs with the ongoing operations of the facilities will also be addressed and outlined in accordance with the proposed phasing of the PRMP improvement recommendations.

An implementation schedule will be provided that addresses realization of the plan over the short and long range as described above. Matched with the implementation schedule will also be a fiscal demand schedule coupled with optional revenue resources for consideration by the City. This will allow the City the time it needs to initiate funding and assembly of land requirements.

The draft PRMP will also include recommendations for various alternative funding opportunities for recommended improvements and enhancements to the City’s parks and recreation facilities and programs. This analysis will include potential for bond funding, pay to play, grants, cost recovery, sponsorships, and other private funding opportunities. Many agencies have utilized these opportunities to successfully implement their parks and recreation initiatives. Most recently, numerous successful large general obligation bonds passed for recreational parks and recreational improvements. The Parks and Recreation Master Plan will help reinforce the necessity for these needs, and more clearly outline the financial requirements to fulfill these needs for the community.

City-wide facilities maps and exhibits will be prepared showing distribution of specific recreation program elements, as needed, throughout Cooper City. Illustration boards will be prepared to facilitate discussion in the subsequent workshop.



### 14. Draft PRMP Reviews/Presentations

The Miller Legg Team will present the Draft Parks and Recreation Master Plan to the Parks and Recreation Department in a workshop format. Beyond the Parks and Recreation Department, it is recommended that this meeting also include members of the Recreation Advisory Board and Departments most affected including Public Works, Utilities and Community Development to make sure there is an opportunity for input to the Plan before documentation is commenced. This will include the full PRMP document, Executive Summary and PowerPoint presentation. As

part of this presentation, the Parks and Recreation Department will provide questions, comments and suggestions.

Based upon the input from the Parks and Recreation Department Review Workshop, the Miller Legg Team will address the Department's input and then prepare for and conduct a summarized Draft PRMP presentation with the Recreation Advisory Board and City Commission to present and solicit input on the Draft PRMP. Afterward, The Miller Legg Team prepares a follow-up memorandum documenting the results of each review in this Task. This memorandum will be reviewed with the Parks and Recreation Department prior to commencing Final PRMP preparation.



*Project Approach & Methodology*

## 15. Final Parks and Recreation Master Plan and Presentation

The Miller Legg Team will synthesize comments received during the Draft PRMP review meetings and prepare the Final PRMP that outlines its proposed implementation, the financing opportunities and operational expectations for costs and staffing.



The Miller Legg Team will meet with the City to ratify contents to be documented in the PRMP. The Final PRMP will be a narrative document including text, maps, and schedules shall outline the process and results.

Final PRMP products include the following components. These are refined, updated, and more comprehensive iterations of those prepared in the draft Parks and Recreation Master Plan.

Goals Statement – A narrative of PRMP mission, vision, objectives and core values to be achieved.

Executive Summary - An Executive Summary will outline in narrative and simplistic graphic form key study component documents that are part of the PRMP in three (3) planning timeframes:

- Short Term 2025-2027
- Mid-Term 2028-2030
- Long Term 2031-2035

Current Park System Inventory and LOS Evaluation – Maps and narratives from the inventory stage and the Level of Service evaluations are provided in simplified format as a means of providing a checklist of accomplishments by the PRMP in response to existing conditions. This component includes updating any originally prepared information in the Draft PRMP, with additional information from the survey, public workshop and the staff meetings.

Needs Assessment with Future Trends and Growth Analysis – Provision of findings and summary of needs over the three (3) planning periods described earlier to meet the City's recreational needs and all Levels of Service criteria.



Recommendations - Recommendations for the associated park, recreation programs and operational improvements that are addressed in the PRMP will be presented in a format that would allow for a phased implementation of the recommendations under the PRMP. Each recommendation will be supported by the data, Levels of Service, community input and needs assessment that resulted in its desired implementation. The recommendations shall address:

- capital improvements to existing parks and facilities
- future park and facility development
- existing and future recreation and athletic programs/events
- funding levels including fee structure for programs, events, rentals, parks' permits, etc.
- funding source alternatives to consider (fees for service, grants, donations, foundations, private concessionaires, partnerships and "pay to play" initiatives)
- policy and procedure recommendations
- partnerships to help achieve PRMP goals



Vista Park Improvement Scenario				
Indoor Amenity/ Service	Unit	QTY	Unit Price	Total
Recreation Center/Gymnasium: Multipurpose gymnasium (3 basketball courts and sports tracks, Fitness/Activity Room and 3 multipurpose rooms)	SF	40,000	\$600	\$24,000,000
Site Improvements	LS	1	\$500,000	\$500,000
Design and Permitting	LS	1	10%	\$2,450,000
Construction Mobilization & Administration	LS	1	10%	\$2,450,000
<b>Total</b>				<b>\$29,400,000</b>
<b>*Grand Total</b>				<b>\$40,435,000</b>

10-Year Implementation Plan - The PRMP will include a 10-year phased Implementation Plan for each of the proposed recommendations. This will allow the City to budget appropriately for these recommended improvements and identify key capital or long-term operational costs necessary for the facilities, programs, and staffing of these parks and recreational elements.

Amenity/ Service	Unit	QTY	Unit Price	Total
Land Preparation (earthwork)	SF	576,500	\$2	\$1,153,000
Utilities	SF	576,500	\$3	\$1,729,500
Landscaping & Irrigation	SF	576,500	\$2.50	\$1,441,250
Site Lighting/ Parking Lot	LS	1	\$350,000	\$350,000
Sports Lighting (multi purpose courts)	LS	1	\$200,000	\$200,000
Parking Area	SPACE	375	\$4,000	\$1,500,000
Shelter (20x20) near splashpad and playground	EA	1	\$200,000	\$200,000
Shade Structure	LS	1	\$450,000	\$450,000
Roadway/Pavement (24' drive typical)	LF	2000	\$125	\$250,000
Paths (5 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Multipurpose Court	EA	4	\$100,000	\$400,000
Shaded Playground	EA	1	\$600,000	\$600,000
Splash Pad	EA	1	\$500,000	\$500,000
Site Amenities	EA	25	\$5,000	\$125,000
Design and Permitting	LS	1	10%	\$1,112,875
Construction Mobilization & Administration	LS	1	10%	\$1,112,875
<b>Total</b>				<b>\$11,354,500</b>
<b>*Grand Total</b>				<b>\$18,362,430</b>

Comprehensive Master Development Plan Recommendations - Proposed recommendations for the Recreation and Open Space Element of the City's Comprehensive Plan document outlining specific criteria and items to support the recommendations of the PRMP.

The Miller Legg Team will prepare for and conduct a public presentation to present the final PRMP to the City Commission for adoption. This presentation will be at a regular Commission Meeting to formally present the PRMP to the Commission.

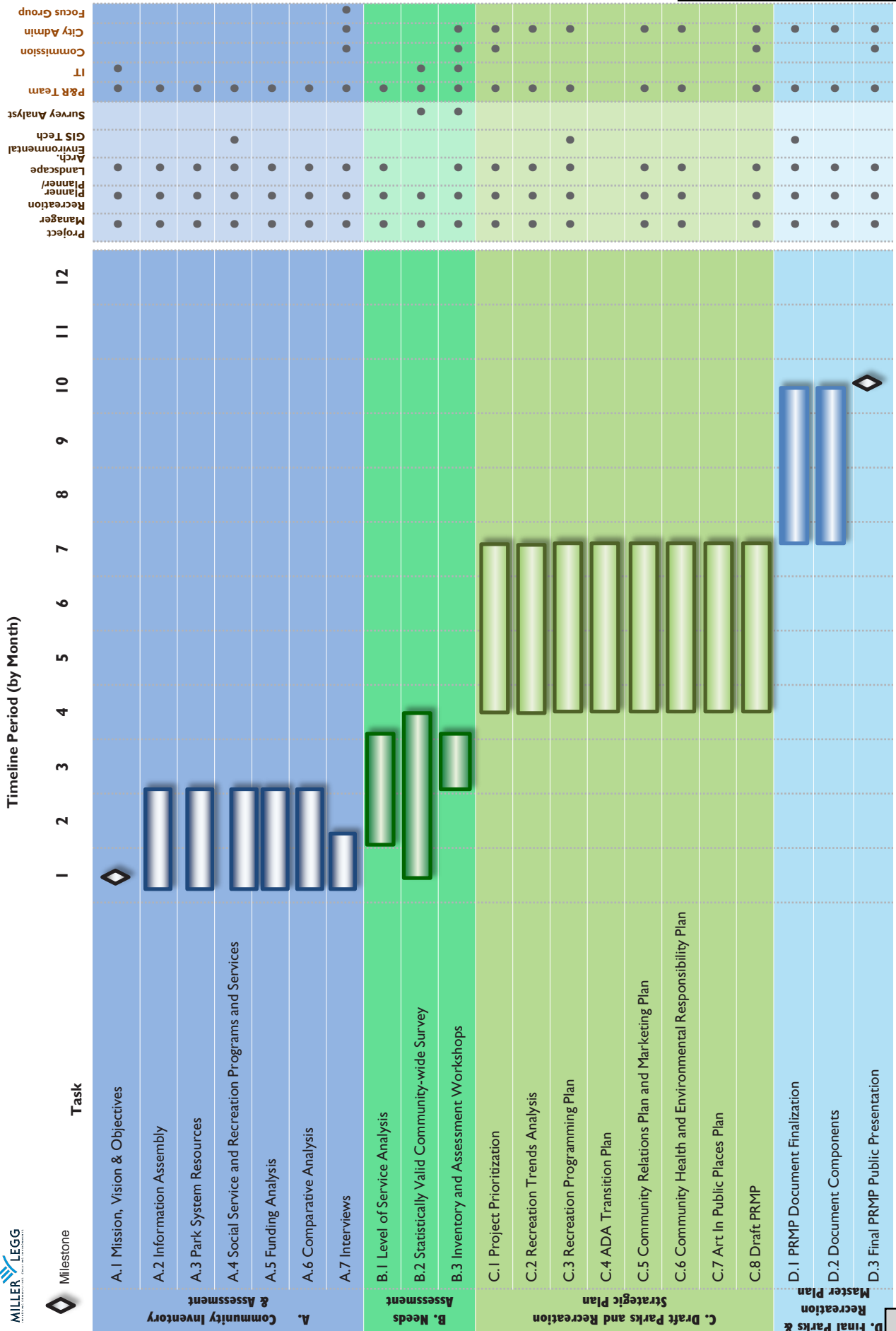
Project Approach & Methodology



**Cooper City**  
Parks and Recreation Master Plan  
Project Tasks Schedule / Timeline



Timeline Period (by Month)



Meeting Date: 04/30/2024 Item #5.

*C. Technical Diagram*

*Proposed Project Schedule*



# Team Qualifications / Staffing Plan

Meeting Date: 04/30/2024 Item #5.

Organizational Chart



**LIUDMILA FUENTES, MLA**  
Project Manager

**MICHAEL KROLL, RLA, FASLA**  
Principal-in-Charge

**MILLER LEGG**  
PRIMARY  
RESPONSIBILITIES:  
Inventory Analysis  
Level of Service  
Public Involvement  
Site Analysis  
Needs Assessment  
Community Outreach  
Project Webpage  
GIS-based Mapping/Data  
Capital Recommendations  
and Costing  
Draft and Final Feasibility  
Study Documents

**LIUDMILA FUENTES, MLA**  
Recreation Planner / Public  
Outreach

**MICHAEL BRADLEY, MLA**  
Recreation Planner

**BRIAN SHORE, RLA**  
Landscape Architect / Planner

**DYLAN LARSON, SPWS, CEP**  
Sustainability Principal

**JENNIFER SHIPLEY**  
Planning Technician

**WILLIAM MOHLER, CA, PWS, CLI**  
GIS Specialist

**BerryDunn**  
PRIMARY  
RESPONSIBILITIES:  
Public Involvement  
Needs Assessment  
Community Outreach  
Trends Analysis  
Program Analysis  
GRASP® Level of Service  
GIS-based Mapping/Data  
Capital

**ART THATCHER, MPA, CPRP**  
Principal / Manager

**LISA PARADIS, MBA, CPRP**  
Manager

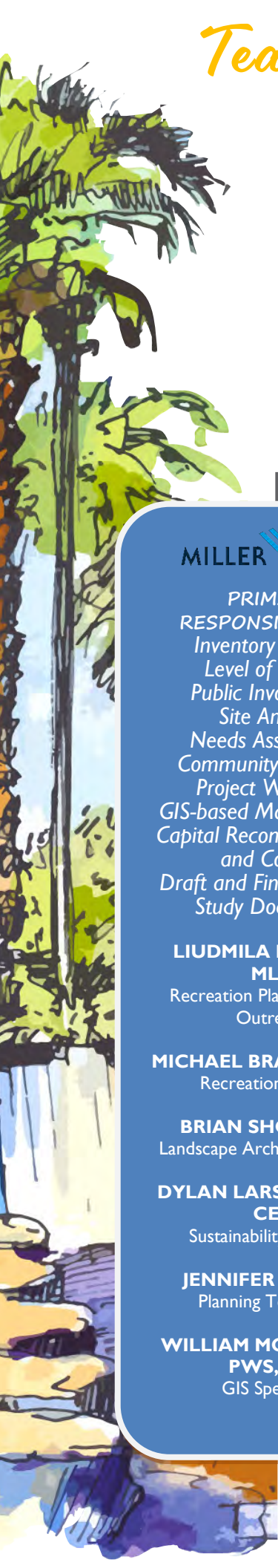
**BECKY DUNLAP, CPRP**  
Senior Consultant

**RRC ASSOCIATES**  
PRIMARY  
RESPONSIBILITIES:  
Survey Design &  
Implementation  
Economic and Feasibility  
Planning  
Recreational Market  
Research  
Strategic Analysis  
Policy Formulation

**KAILYN HASKOVEC**  
Associate

**ETHAN ADAMS**  
Associate

**KARA SNAWDER**  
Senior Data Analyst





**Years of Experience:** 39

**Years With the Firm:** 37

**Registrations & Certifications:**

Registered Landscape Architect, FL, 1989

Registered Landscape Architect, TX, 2009

Fellow American Society of Landscape Architects, 2014

**Education:**

Bachelor of Landscape Architecture, Landscape Architecture

University of Florida, 1986

Graduate Studies, Urban and Regional Planning

Florida State University, 1989

**Professional Experience:**

During his extensive career, Mr. Kroll has been actively involved in projects ranging from parks master plans to large scale habitat restoration and international urban redevelopment projects.

Mr. Kroll's diverse professional experience has led to projects that successfully integrate environmental, planning and landscape architectural services. Under his leadership, Miller Legg develops project solutions that respond to the natural environment, respect the social fabric and create sustainable aesthetic spaces.

## Michael Kroll, RLA, FASLA

Principal-in-Charge

**Relevant Project Experience:**

**City of Weston Parks & Recreation**

**Master Plan** - Miller Legg developed a municipal parks and recreation plan (PRMP) which incorporated recommendations for provision of future facilities programs and services, land acquisition and development, maintenance, operations and management. A master-planned 27-square-mile community of 68,000 residents in Broward County, Weston had 242 open space and park acres and 16 existing parks offering a variety of recreational and athletic amenities and activities. The Master Plan components included Department Mission Vision and Objectives, Community Inventory and Assessment, Needs Assessment, Level of Service Standards, Parks and Recreation Strategic Plan, Recreation Trends Analysis, Recreation Programming Plan, ADA Transition Plan, Community Relations and Marketing Plan, Community Health and Environmental Responsibility Plan.

**City of Opa-Locka Parks and Recreation**

**Master Plan** - Miller Legg is currently developing a municipal parks and recreation master plan (PRMP) to incorporate recommendations for provision of future facilities programs and services, land acquisition and development, maintenance, operations and management. The PRMP consists of a 10-year comprehensive recreation plan based upon research of existing facilities and programs, recreation opportunities and needs analyses.

**Greater Boca Raton Beach and Parks**

**District Ocean Breeze Master Plan** - Miller Legg was retained by the Greater Boca Raton Beach and Parks District (GBRBPD) and prepared a Master Plan for Ocean Breeze Park, site of the former Boca Teeca Country Club and Golf Course. The Master Plan reflects

the District's desire to provide a diverse recreational amenity at this 212-acre property for City residents while considering the specific desires and concerns of the adjacent residential communities. The Plan addressed Ocean Breeze's future facilities, uses, programs, operation, maintenance and funding and recommended Park modifications, improvements, enhancements and additional uses. Recreational elements included passive park facilities (trails, walking paths, open fields/areas), golf course/facilities, active park uses (playgrounds, tennis courts, sport courts, aquatics), community center/facilities and potential revenue-generating opportunities. Miller Legg was recently contracted to prepare the design documents for Ocean Breeze.

**City of Plantation Parks & Recreation**

**Master Plan** - Miller Legg was selected to prepare the first Plantation Parks and Recreation Master Plan. The firm is providing comprehensive recreation planning based upon research of existing facilities and programs, recreation opportunities and needs analyses specific to City of Plantation demographics to develop programming, budget and operational needs for a 10-year horizon. Public Outreach to effectively gather and disseminate information during Plan development is an important focus of the project. Public workshops will assist in determining community recreation needs and desires. Recreation sites will be reviewed, along with future expansion opportunities to accommodate program requirements. The final Master Plan will include a 10-year capital improvement plan for the implementation of proposed Plan improvements.

**City of Palm Coast/Flagler County Parks and Recreation Master Plan** - Miller Legg is currently working with the City of Palm Coast and Flagler County on their Parks and Recreation Master Plan as a subconsultant to Berry Dunn. Miller Legg is providing public involvement, data collection, needs & priorities assessment, visioning planning, action plan & strategies implementation services for this PRMP collaboration between the City of Palm Coast and Flagler County. Part of the public engagement includes focus group meetings with selected key stakeholders and public workshops. Miller Legg is providing expertise in park design and cost-effective strategies to aid with the completion of a 10-year Master Plan.

**City of Oakland Park Parks & Recreation Master Plan** - Miller Legg was the City of Oakland Park's Planning and Design consultant responsible for preparing a 20-year Master Plan for its city-wide Recreation Programs and Parks. This City of 44,000 residents has a system of 24-parks and recreation facilities with a staff of 45 responsible for maintenance and management. Miller Legg prepared a Master Plan with an implementation approach which will take the City to the year 2030 in updates to the recreation element of the comprehensive plan and physical development of many new parks while systematically updating the existing inventory. This project approach included development of an inventory of existing facilities and resources, creation of a customized web site for communication with the public, inventorying existing residents and community stakeholders, development of physical plans, and establishment of budgets and schedules for implementation over a 5-10-20 year time frame. The entire project required six workshops, interviews with all public officials and current City Commissioners in order to establish support for adoption of the plan within a 12-month time frame.

**City of Tamarac East Side Parks Feasibility Study** - The Miller Legg team is conducting a needs assessment and feasibility study to address potential new recreation facilities in the eastern portion of the City of Tamarac. The scope includes comprehensive recreation planning based on research of existing facilities and programs, recreation opportunities and a needs assessment specific to the study area demographics to develop programming, budget and operational needs for the proposed improvements. Community input will be gathered via various survey platforms and City staff and public workshops scheduled to refine recreation needs and desires. The final deliverable will be a Feasibility Study which will contain a 10-year Capital Improvement Plan for the implementation of the proposed improvements and acquisitions, an analysis of funding opportunities and a narrative report to outline the process and results.

**City of Homestead Biscayne Everglades Trail Western Expansion Feasibility Study** - Miller Legg conducted a feasibility study to assist the City of Homestead in determining the preferred route and trail design for alignment of the Western Extension of the existing Biscayne Everglades Greenway Trail. Miller Legg's scope comprised compilation of an existing conditions inventory, preparation of a matrix of criteria to use in the evaluation of the potential trail alignments, preparation of various preliminary alignment alternatives with Opinions of Probable Cost, development of a preferred alignment with location, typical design, proposed enhancements, right of way/property issues associated with implementation, followed by creation of the Feasibility Report for presentation to the City Council.

**City of Miramar Park Master Plan** - The update of the City's Master Park Plan involved significant research to update the existing data. Future recreational needs were outlined in this report. Additional information prepared for this project includes demographics, geographic information systems (GIS) maps, resident needs surveys, agency coordination, and public workshops.

**City of South Miami Parks and Recreation Master Plan** - Miller Legg prepared the first City of South Miami Parks and Recreation Master Plan. The professional services for this Master Plan included comprehensive planning, recreation planning, significant maintenance planning, landscape architecture, and public outreach services. To develop programming, budget, and operational needs for a 10-year horizon, our team researched existing facilities and recreation opportunities, and needs analyses specific to South Miami demographics. Public outreach services included a public online survey, multiple public presentations and workshops.

**Vizcaya Museum & Gardens Master Plan Refinement** - Located on Biscayne Bay in Miami, Vizcaya is the 50-acre historical Villa and gardens of industrialist James Deering and is designated as a National Historic Landmark. Miller Legg was the landscape architect and traffic/transportation consultant for the Vizcaya Museum and Gardens Master Plan refinement. The Master Plan refinement focused on the entire Vizcaya property, especially the integration of Vizcaya village into the educational and historical guest experience, incorporating historical agrarian and horticultural aspects of the Vizcaya village into the guest experience. Miller Legg collaborated with Quinn Evans Architects and MC Harry Architects for Miami-Dade County and the Vizcaya Museum and Gardens Trust.



**Years of Experience:** 6  
**Years With the Firm:** 6

**Registrations & Certifications:**  
FDOT Intermediate Maintenance of Traffic, FL, 2015

**Education:**  
Master of Landscape Architecture  
Florida International University, 2018  
Bachelor of Urban Design  
Florida Atlantic University, 2014

**Continuing Education:**  
Crime Prevention Through Environmental Design Practitioner Seminar, 2013

## Liudmila Fuentes, MLA

Project Manager

### Relevant Project Experience:

**City of Weston Parks & Recreation Master Plan** - Miller Legg developed a municipal parks and recreation plan (PRMP) which incorporated recommendations for provision of future facilities programs and services, land acquisition and development, maintenance, operations and management. A master-planned 27-square-mile community of 68,000 residents in Broward County, Weston had 242 open space and park acres and 16 existing parks offering a variety of recreational and athletic amenities and activities. The Master Plan components included Department Mission Vision and Objectives, Community Inventory and Assessment, Needs Assessment, Level of Service Standards, Parks and Recreation Strategic Plan, Recreation Trends Analysis, Recreation Programming Plan, ADA Transition Plan, Community Relations and Marketing Plan, Community Health and Environmental Responsibility Plan.

**Greater Boca Raton Beach and Parks District Ocean Breeze Master Plan** - Miller Legg was retained by the Greater Boca Raton Beach and Parks District (GBRBPD) and prepared a Master Plan for Ocean Breeze Park, site of the former Boca Teeca Country Club and Golf Course. The Master Plan reflects the District's desire to provide a diverse recreational amenity at this 212-acre property for City residents while considering the specific desires and concerns of the adjacent residential communities. The Plan addressed Ocean Breeze's future facilities, uses, programs, operation, maintenance and funding and recommend Park modifications, improvements, enhancements and additional uses. Recreational elements included passive park facilities (trails, walking paths, open fields/areas), golf course/facilities,

active park uses (playgrounds, tennis courts, sport courts, aquatics), community center/facilities and potential revenue-generating opportunities. Miller Legg was recently contracted to prepare the design documents for Ocean Breeze.

**City of Plantation Parks & Recreation Master Plan** - Miller Legg was selected to prepare the first Plantation Parks and Recreation Master Plan. The firm is providing comprehensive recreation planning based upon research of existing facilities and programs, recreation opportunities and needs analyses specific to City of Plantation demographics to develop programming, budget and operational needs for a 10-year horizon. Public Outreach to effectively gather and disseminate information during Plan development is an important focus of the project. Public workshops will assist in determining community recreation needs and desires. Recreation sites will be reviewed, along with future expansion opportunities to accommodate program requirements. The final Master Plan will include a 10-year capital improvement plan for the implementation of proposed Plan improvements.

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### Professional Experience:

Lumy is a Project Manager supporting the firm's projects, primarily leading parks and recreation master planning, active and passive park design, roadway landscape design and hardscape design.

In addition to municipal parks and recreation planning, other public sector clients include county agencies and the Florida Department of Transportation.

Miller Legg is providing expertise in park design and cost-effective strategies to aid with the completion of a 10-year Master Plan.

**City of Opa-Locka Parks and Recreation Master Plan** - Miller Legg is developing a municipal parks and recreation master plan (PRMP) to incorporate recommendations for provision of future facilities programs and services, land acquisition and development, maintenance, operations and management. The PRMP consists of a 10-year comprehensive recreation plan based upon research of existing facilities and programs, recreation opportunities and needs analyses.

**City of Oakland Park Parks Master Plan Update** - Having prepared the original Recreation and Parks Master Plan for the City of Oakland Park in 2009, Miller Legg was retained by the City in 2015 to update this Plan. This City of 44,000 residents has a system of 24-parks and recreation facilities with a staff of 45 responsible for maintenance and management. The scope of services involved site analyses of each park and community center, a recreational programming needs assessment based upon the current and anticipated City population, a proposed implementation plan with recommendations for recreational improvements including cost estimates, and the application of updated census data to a map and exhibits format for comparison with the original Master Plan.

**City of Oakland Park Safe Routes to Schools** - Miller Legg was retained to assist the City of Oakland Park in preparing documents required for the Safe Routes to School (SRTS) grant program for the Lloyd Estates Elementary School Sidewalk Improvements project. The Safe Routes to School grant funding is administered by FDOT. Miller Legg conducted public outreach with the local community as

part of preparing its walkability assessment. The firm's report to the City included a concept plan, typical cross-section and walkability memorandum.

**City of Tamarac East Side Parks Feasibility Study** - The Miller Legg team is conducting a needs assessment and feasibility study to address potential new recreation facilities in the eastern portion of the City of Tamarac. The scope includes comprehensive recreation planning based on research of existing facilities and programs, recreation opportunities and a needs assessment specific to the study area demographics to develop programming, budget and operational needs for the proposed improvements. Community input will be gathered via various survey platforms and City staff and public workshops scheduled to refine recreation needs and desires. The final deliverable will be a Feasibility Study which will contain a 10-year Capital Improvement Plan for the implementation of the proposed improvements and acquisitions, an analysis of funding opportunities and a narrative report to outline the process and results.

**City of Delray Beach Pompey Park Community Center and Campus Design** - Miller Legg is providing surveying, SUE, civil engineering, landscape architecture, permitting and construction phase services associated with the design of Pompey Park Community Center and Campus in Delray Beach. Landscape architecture scope elements are associated with design of planting, irrigation, hardscape, site amenities, two (2) playgrounds, baseball fields (relocation and restoration). A tree inventory will be conducted by a firm certified arborist. Schematic design tasks include due diligence, code, programming, site engineering, landscape and hardscape schematic design verification. Miller

Legg will assist with community outreach and relevant City agency design review presentations throughout the process. Permitting coordination will be conducted with the City and other County agencies.

**City of Oakland Park East Dog Park** - To assist with the City of Oakland Park's plan to develop a 1-acre Dog Park at the existing Richard Giusti Heart Par Cours Park, Miller Legg was retained for topographic and tree surveying, SUE, engineering and landscape architecture services as well as an opinion of probable cost. The firm is providing schematic designs and renderings to provide off-street parking along NE 6<sup>th</sup> Avenue and NE 36<sup>th</sup> Street, sidewalk connectivity, modification to the existing jogging trail, dog park design for small and large dogs which includes landscape improvements, tree additions, canopy shelters, water stations, pet waste stations, benches and asphalt walking paths. This project is being performed under Miller Legg's continuing services contract.

**City of Weston Community Center** - Miller Legg is providing survey, SUE, civil engineering, landscape architecture and irrigation design, bidding assistance and construction administration services for the new City of Weston Community Center at Weston Regional Park as part of the Cartaya Architects team. Permitting is being coordinated with the Cities of Weston and Sunrise, FDEP and SFWMD. The 12.5-acre parcel is being redeveloped from land currently used for sports activities and passive green space. It will comprise an indoor facility of approx. 25,000 SF to accommodate office space and multi-purpose rooms. The planned outdoor facilities will total 6,400 SF, while site work beyond the building will include lawn seating, a 7,500 SF playground, parking and landscaping.



**Years of Experience:** 5

**Years With the Firm:** 4

**Registrations & Certifications:**

Registered Landscape Architect, FL, 2023  
(awaiting certificate)

**Education:**

Master of Landscape Architecture  
Florida International University, 2019  
Bachelor of Arts, Religion; Minor in  
Education  
Florida State University, 2014

**Professional Experience:**

Mr. Bradley is a Recreation Planner and Landscape Architect supporting the firm's projects including those in the public sector such as municipal parks and recreation master plans, park landscape, hardscape and irrigation design, educational facilities as well as streetscape for the Florida Department of Transportation.

## Michael Bradley, RLA

Recreation Planner

**Relevant Project Experience:**

**City of Weston Parks & Recreation Master Plan** - Miller Legg developed a municipal parks and recreation plan (PRMP) which incorporated recommendations for provision of future facilities programs and services, land acquisition and development, maintenance, operations and management. A master-planned 27-square-mile community of 68,000 residents in Broward County, Weston had 242 open space and park acres and 16 existing parks offering a variety of recreational and athletic amenities and activities. The Master Plan components included Department Mission Vision and Objectives, Community Inventory and Assessment, Needs Assessment, Level of Service Standards, Parks and Recreation Strategic Plan, Recreation Trends Analysis, Recreation Programming Plan, ADA Transition Plan, Community Relations and Marketing Plan, Community Health and Environmental Responsibility Plan.

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year capital improvement plan for the implementation of proposed Plan improvements.

**City of Opa-Locka Parks and Recreation Master Plan** - Miller Legg is currently developing a municipal parks and recreation master plan (PRMP) to incorporate recommendations for provision of future facilities programs and services, land acquisition and development, maintenance, operations and management. The PRMP consists of a 10-year comprehensive recreation plan based upon research of existing facilities and programs, recreation opportunities and needs analyses.

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for Ocean Breeze Park, site of the former Boca Teeca Country Club and Golf Course. The Master Plan reflects the District's desire to provide a diverse recreational amenity at this 212-acre property for City residents while considering the specific desires and concerns of the adjacent residential communities. The Plan addressed Ocean Breeze's future facilities, uses, programs, operation, maintenance and funding and recommend Park modifications, improvements, enhancements and additional uses. Recreational elements included passive park facilities (trails, walking paths, open fields/areas), golf course/facilities, active park uses (playgrounds, tennis courts, sport courts, aquatics), community center/facilities and potential revenue-generating opportunities. Miller Legg was recently contracted to prepare the design documents for Ocean Breeze.

**City of Weston Community Center** - Miller Legg is providing survey, SUE, civil engineering, landscape architecture and irrigation design, bidding assistance and construction administration services for the new City of Weston Community Center at Weston Regional Park as part of the Cartaya Architects team. Permitting is being coordinated with the Cities of Weston and Sunrise, FDEP and SFWMD. The 12.5-acre parcel is being redeveloped from land currently used for sports activities and passive green space. It will comprise an indoor facility of approx. 25,000 SF to accommodate office space and multi-purpose rooms. The planned outdoor facilities will total 6,400 SF, while site work beyond the building will include lawn seating, a 7,500 SF playground, parking and landscaping.

**City of Homestead Biscayne Everglades Trail Western Expansion Feasibility Study** - Miller Legg was retained to conduct a feasibility study to assist the City of Homestead in determining the preferred route and trail design for the alignment of the Western Extension of the existing Biscayne Everglades

Greenway Trail (BEGT). The Study Area is from the C-103 Canal Crossing at East Mowry Drive to the 192nd Ave. intersection with West Mowry Drive. Miller Legg's scope comprises compilation of an existing conditions inventory, preparation of a matrix of criteria to use in the evaluation of the potential trail alignments, preparation of various preliminary alignment alternatives with Opinions of Probable Cost, development of a preferred alignment with location, typical design, proposed enhancements, right of way/property issues associated with implementation, followed by creation of the Feasibility Report for presentation to the City Council.

**Town of Davie Governor Leroy Collins Farm Park** - The new Governor Leroy Collins Farm Park 80-acre parcel was purchased in 2008 through a combination of funds from Davie District 4 open space bonds, Broward County, the Farm Bureau and the Florida Communities Trust Fund. The first phase of the park will consist of 20-acres of development and will include an educational center, riding arena, stables, farmers market and playground. Located east of I-75, the park is being built to preserve the rural lifestyle of the Town of Davie. Miller Legg is providing civil engineering, surveying, landscape architecture, and environmental services as part of the MC Harry team. The park will provide volunteer opportunities, farm tours, field trips, summer camps, community gardens, and equestrian programs for the special needs population. Miller Legg's civil engineering scope includes earthwork analysis; paving, grading and drainage; water and sanitary sewer, pavement marking and signage, stormwater pollution prevention; offsite improvements; phasing plans, permitting through numerous agencies; and construction administration. The wetlands scope includes wetlands due diligence, and the landscape architecture scope includes planting design, irrigation design and pedestrian and equestrian trails. Surveying services

consisted of a topographic and tree survey.

**Vizcaya Museum & Gardens Master Plan Refinement** - Located on Biscayne Bay in Miami, Florida, Vizcaya is the 50-acre historical Villa and gardens of industrialist James Deering and is designated as a National Historic Landmark. Miller Legg was the landscape architect and traffic/transportation consultant for the Vizcaya Museum and Gardens Master Plan refinement. The Master Plan refinement focused on the entire Vizcaya property, especially the integration of Vizcaya village into the educational and historical guest experience, incorporating historical agrarian and horticultural aspects of the Vizcaya village into the guest experience at the Vizcaya Museum and Gardens. Miller Legg collaborated with Quinn Evans Architects and MC Harry Architects on this historical restoration project for Miami-Dade County and the Vizcaya Museum and Gardens Trust.

**City of Miami E.G. Sewell Park** - Miller Legg is providing program development, pre-design, master planning design including public involvement workshops, construction documents and construction administration services for Sewell Park. The program will be an open passive park with elements including passive walkways through park and preserve areas, pavilions, an eco trail, kayak launch, hardscape, floating docks, baywalk, wayfinding and historical information signage. The scope includes landscape architecture, irrigation, civil engineering, topographical surveying, SUE, certified arborist, structural, electrical and geotechnical engineering, archeological, permitting, bidding assistance and limited construction administration. Miller Legg will also conduct a Bonneted Bat survey and perform a bathymetric survey for the seawall component. The firm is assisting the City to gather community stakeholder input during the design process.





## Brian Shore, RLA

Landscape Architect / Planner

all aspects of active and passive park design, health-care campuses, and environmental wetland habitat creation. Other experience includes various residential and commercial projects. Mr. Shore is a Senior Associate of the firm.

communication with the public, inventorying existing residents and community stakeholders, development of physical plans, and establishment of budgets and schedules for implementation over a 5-10-20 year time frame. The entire project required six workshops, interviews with all public officials and current City Commissioners in order to establish support for adoption of the plan within a 12-month time frame.

### Relevant Project Experience:

**City of South Miami Parks and Recreation Master Plan** - Miller Legg prepared the first City of South Miami Parks and Recreation Master Plan. The professional services for this Master Plan included comprehensive planning, recreation planning, significant maintenance planning, landscape architecture, and public outreach services. To develop programming, budget, and operational needs for a 10-year horizon, our team researched existing facilities and recreation opportunities, and needs analyses specific to South Miami demographics. Public outreach services included a public online survey, multiple public presentations and workshops.

**City of Tamarac East Side Parks Feasibility Study** - The Miller Legg team is conducting a needs assessment and feasibility study to address potential new recreation facilities in the eastern portion of the City of Tamarac. The scope includes comprehensive recreation planning based on research of existing facilities and programs, recreation opportunities and a needs assessment specific to the study area demographics to develop programming, budget and operational needs for the proposed improvements. Community input will be gathered via various survey platforms and City staff and public workshops scheduled to refine recreation needs and desires. The final deliverable will be a Feasibility Study which will contain a 10-year Capital Improvement Plan for the implementation of the proposed improvements and acquisitions, an analysis of funding opportunities and a narrative report to outline the process and results.

**City of Oakland Park Parks & Recreation Master Plan** - Miller Legg was the City of Oakland Park's Planning and Design consultant responsible for preparing a 20-year Master Plan for its city-wide Recreation Programs and Parks. This City of 44,000 residents has a system of 24-parks and recreation facilities with a staff of 45 responsible for maintenance and management. Miller Legg prepared a Master Plan with an implementation approach which will take the City to the year 2030 in updates to the recreation element of the comprehensive plan and physical development of many new parks while systematically updating the existing inventory. This project approach included development of an inventory of existing facilities and resources, creation of a customized web site for

### Additional Relevant Experience:

- City of Tamarac Landscape Master Plan Update
- City of Sunny Isles Beach Pelican Community Park
- Lauderhill Sports Park
- City of Lauderdale Lakes C-13 Western Greenway
- Village of Wellington Park Gymnasium

**Years of Experience:** 23  
**Years With the Firm:** 23

### Registrations & Certifications:

Registered Landscape Architect, FL, 2005  
FDOT Intermediate Maintenance of Traffic, FL, 2013

### Education:

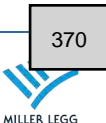
Bachelor of Science, Landscape Architecture  
North Carolina A&T State University, 2000

### Continuing Education:

Eminent Domain for Landscape Architects, 2013  
FDOT Landscape Highway Seminar, 2005, 2006, 2008 and 2013  
FDOT Plan Reviewer's Workshop, November 2006 and November 2007  
FDOT Specifications Package Preparation Training Certificate, 2016  
Irrigation: The End to Water Waste in Landscapes 2013  
LAP Project Inception to Notice to Proceed, October 2007

### Professional Experience:

Mr. Shore has significant experience in landscape architectural design, landscape construction services and planning for a variety of public and private projects. Specialties include landscape, hardscape, and irrigation design services for streetscape and roadway projects including the FDOT,





**Years of Experience:** 20  
**Years With the Firm:** 20

**Registrations & Certifications:**  
FDEP Qualified Stormwater Management Inspector, FL, 2011

**Education:**  
Bachelor of Arts, Geology  
Hartwick College, 1993

**Continuing Education:**  
FDOT LAP Certification Webinar, 2015

## Jennifer Shipley

Planning Technician

### Relevant Project Experience:

**City of Plantation Parks & Recreation Master Plan** - Miller Legg was selected to prepare the first Plantation Parks and Recreation Master Plan. The firm is providing comprehensive recreation planning based upon research of existing facilities and programs, recreation opportunities and needs analyses specific to City of Plantation demographics to develop programming, budget and operational needs for a 10-year horizon. Public Outreach to effectively gather and disseminate information during Plan development is an important focus of the project. Public workshops will assist in determining community recreation needs and desires. Recreation sites will be reviewed, along with future expansion opportunities to accommodate program requirements. The final Master Plan will include a 10-year capital improvement plan for the implementation of proposed Plan improvements.

**City of Miramar Master Park Plan** - The update of the City's Master Park Plan involves significant research to update the existing data. Future recreational needs through the year 2020 are outlined in this report. Additional information prepared for this project includes demographics, geographic information systems (GIS) maps, resident needs surveys, agency coordination, and public workshops.

**City of Homestead Biscayne-Everglades Greenway Trail** - For this 3.2 mile, 12-foot-wide Biscayne Everglades Greenway shared-use trail project, Miller Legg provided landscape architectural, engineering, surveying and environmental service including preparation of FDOT-approved construction documents, design of regulatory and wayfinding signs,

pavement markings, safe pedestrian push button crossing and necessary drainage within the C-103 Canal. The scope was based upon a 2017 Florida Shared-use Non-Motorized Trail Agreement between the City of Homestead and FDOT.

**Monterra Greenway and Bike Path** - Designed the greenway/park with a one mile bike trail within the 27 acres of the FPL easement that bisects the Monterra property as part of the Broward County Greenway System. The firm routed the recreational trail/bike trail, lay-out of fitness stations, tot-lots, shade structures and multi-use courts, parking and access to the trail, security fencing and access gates and landscaping. Planting and irrigation plans, along with miscellaneous hardscape design, were provided. The greenway and bike path connected to each of the residential and commercial phases of the Monterra development.

**Broward County Convention Center Master Plan** - Broward County developed a Master Plan for future expansion of the Convention Center including the addition of a hotel, urban park/open space development and associated parking structure(s) on a 44-acre site that lies within the City limits of Fort Lauderdale, adjacent to Port Everglades. Miller Legg assisted with master plan services including site analysis and feasibility study, site access and circulation plan including a preliminary traffic mitigation plan, conceptual on-site and off-site parking options study, and participation in community forums and workshop outreach meetings, as well as preparation of the community report.

### Additional Relevant Experience:

- o Plantation Parks Wetlands Project
- o Doral Glades Park Boardwalk and Wetland Preserve

### Professional Experience:

Ms. Shipley is a Planning Technician responsible for research and integrating research into master plans, connectivity, demographics, budgets, children's park programming, as well as a thorough understanding of regulatory permitting. In addition, her experience includes environmental components such as wetland determination and delineation, wetland mitigation design and monitoring, threatened and endangered species surveys and assessments, benthic surveys, coral, seagrass, and mangrove surveys and monitoring.



**Years of Experience:** 29  
**Years With the Firm:** 28

**Registrations & Certifications:**  
 Professional Wetland Scientist, 1999  
 Certified Landscape Inspector, FL, 2013  
 Authorized Gopher Tortoise Agent, FL, 2012  
 Wetland Delineation Certification, 1995  
 Certified Environmental Professional, 2004

**Education:**  
 Bachelor of Science, Biology and Business Administration  
 University of Wisconsin - Stevens Point, 1994  
 Master of Business Administration  
 Nova Southeastern University, 1998

## Dylan Larson, SPWS, CEP

Sustainability Principal

and fill permitting, wetland mitigation design, mitigation monitoring, recommendations for maintenance procedures, coordination and oversight of environmental GIS applications, and assistance with plan preparations and mitigation. In addition, Dylan is a Principal and member of the firm's Leadership Council.

### Relevant Project Experience:

#### Broward County Convention Center

**Master Plan** - Broward County developed a Master Plan for future expansion of the Convention Center including the addition of a hotel, urban park/open space development and associated parking structure(s) on a 44-acre site that lies within the City limits of Fort Lauderdale, adjacent to Port Everglades. Miller Legg assisted with master plan services including site analysis and feasibility study, site access and circulation plan including a preliminary traffic mitigation plan, conceptual on-site and off-site parking options study, and participation in community forums and workshop outreach meetings, as well as preparation of the community report.

#### Boca Raton Red Reef Park Master Plan Update

- Miller Legg prepared a revised Master Plan, Report and Recommendations for Red Reef Park, which included the unique Gumbo Limbo Nature Center. The Master Plan addressed the Park's 67 acres of existing facilities, structures, uses and demands, as well as operation and maintenance procedures, and recommended suitable modifications, improvements, enhancements, and additional potential uses. In addition, the Master Plan included opinions of probable costs for recommended capital improvements, modifications, repairs, renovations or operational maintenance recommendations. Items

of the facilities analyzed included buildings, pavements, sidewalks, landscaping, boardwalks, dune crossovers, lifeguard facilities, parking control systems and all related infrastructure. Some tasks were required due to normal deterioration, while others were the result of aesthetic considerations or requirements to maintain existing levels of service. Miller Legg reviewed and evaluated comments, suggestions and directions from the City of Boca Raton staff and public service groups such as the Friends of Gumbo Limbo.

**Plantation Preserve** - This 213-acre project involved the design of an Audubon-certified par 72 championship golf course incorporating a 1.5-mile linear trail recreational component within the center of the proposed golf course, as well as 1,000 feet of entrance roadway relocated for SW 70th Avenue from SR 842/Broward Boulevard. Funding for this project was secured through the Florida Communities Trust (FCT), the Broward County Open Space Fund and the sale of on-site created wetland credits. Services Miller Legg provided included: overall project management as well as *site master planning*, wetland mitigation design and environmental permitting, surveying, landscape architecture, engineering services, stormwater management, flora and fauna evaluation, archaeological coordination and construction services.

### Additional Relevant Experience:

- City of Lauderdale Lakes C-13 Pedestrian Trail, Area 1
- City of Homestead Biscayne-Everglades Greenway Trail
- City of Fort Lauderdale Mills Pond Park Environmental Construction Observation
- Doral Glades Park Boardwalk and Wetland Preserve

### Professional Experience:

Mr. Larson has significant experience in sustainable environmental consulting in Florida and is responsible for overseeing and performing studies and investigations on biological and ecological impacts affecting the firm's projects. This includes field evaluations, assessments, recommendations and report writing.

Dylan has established himself as a valuable leader and team member on a variety of the firm's projects that have involved environmental issues. Specific responsibilities include: wetland jurisdictional determination, dredge





**Years of Experience:** 15

**Years With the Firm:** 10

**Registrations & Certifications:**

FDEP Qualified Stormwater Management Inspector, FL, 2011  
Professional Wetland Scientist, 2021  
FDOT Intermediate Maintenance of Traffic, FL, 2016  
Certified Landscape Inspector, FL, 2014  
Advanced Airport Wildlife Hazard Management, 2014  
Certified Arborist, 2014  
Broward County Basic Tree Pruning, FL, 2012  
SFWMD Certified Airboat Pilot

**Education:**

Bachelor of Science, Ecology & Biology, Minor in Geography  
Florida Atlantic University, 2008  
Certificate of Environmental Studies  
Florida Atlantic University, 2005

**Professional Experience:**

Mr. Mohler is a GIS Specialist, Certified Arborist and Certified Landscape Inspector providing a variety of services to both public and private sector clients, including: tree species identification and inventories, tree surveys and canopy mapping, destroyed/damaged tree assessments, tree value estimates, tree grading, tree species selection for planting, mangrove trimming oversight and tree permitting.

## William Mohler, III, CA, PWS, CLI

GIS Specialist

**Relevant Project Experience:**

**City of Plantation Plantation Preserve**

**Linear Trail** - Miller Legg provided a maintenance assessment of the one-mile Plantation Preserve mitigation area and linear trail. The assignment included a tree and vegetation assessment of existing conditions on the trail and preserve, maintenance program recommendations, quantification of dead or dying plant material and recommendations for preventing future survivorship issues; all of which were presented in a report to the City. Miller Legg played a significant role in the project management and design of the Plantation Preserve and Golf Club development, beginning in 2003, and continues to conduct ongoing environmental monitoring.

**City of Miami Beach Boardwalk II Update Topographic Survey and GIS Mapping**

- Miller Legg updated a topographic and Coastal Construction Control Line survey for the DEP Coastal Construction permit which was part of the design of improvements to a beach boardwalk in Miami Beach. The dune vegetation survey included herbaceous, shrub and tree species. Vegetation data was collected using a sub-meter Trimble GPS unit. This data was brought into a GIS program and maps were created indicating dominant species coverage with related percentages. In addition, a tree inventory for coastal tree species and associated attributes was conducted by our Certified Arborists and displayed on digital maps. Work was completed as a subconsultant to Coastal Systems International, Inc.

**Doral Glades Park Boardwalk and Wetland Preserve** - The City of Doral completed development of Doral Glades Park, a 25-acre recreational

facility in the northeast of the City. Both passive and active elements were planned, including playing fields, community and nature pavilions, fishing pier, walking trail and wetland boardwalk. Miller Legg was involved in the design and construction of the wetlands and boardwalk, using GIS and surface water management support. This effort included coordination with the City on permit compliance, exotic species removal, native species and maintenance programs; value engineering and design for the boardwalks and piers. Miller Legg developed a Wetland Mitigation Plan including GIS maps and habitat evaluation for placement of the boardwalks in ideal locations within the wetland. These Plans captured data from the original permits issued by environmental agencies. Further, Miller Legg prepared construction drawings for the upland boardwalk, pavilion, wetland boardwalk and fishing pier. Finally, the firm was responsible for the preparation of environmental resource permit (ERP) modification applications for boardwalk and planting in wetland areas.

**City of Pembroke Pines West Pines**

**Soccer Park** - A 56-acre active and passive municipal park in Pembroke Pines. This park's features included four soccer fields and one football facility as well as providing other active park elements with passive park facilities such as a boardwalk and 21 acres of wetlands mitigation area. Services included civil engineering, surveying, wetlands mitigation planning, assistance with grant writing, and mitigation construction observation.

**Additional Relevant Experience:**

- City of Fort Lauderdale Mills Pond Park Environmental Construction Observation





Art Thatcher is a manager in BerryDunn's Parks, Recreation, Libraries Practice. He is a Certified Park and Recreation Professional (CPRP) with 35 years of experience in public parks and recreation operations, programming and administration, volunteer board leadership, facility design and operations, and community engagement. Art has concentrated on strategic and master planning, youth civic engagement and ~~teen~~ comprehensive planning, operations and facility management ~~planning~~, outdoor adventure recreation development and programming, and community engagement facilitation. He is an expert in ~~working with~~ adventure-based communities, including those that ~~manage waterfronts as~~ part of their parks and recreation systems, and ~~communities that rely on~~ outdoor and adventure recreation as economic drivers. He is ~~past~~ President and former Chair of the Board of the Virginia Recreation and Parks Society and is currently on the Board for the Leadership Training Institute.

**ART THATCHER, MPA, CPRP**

Manager

**EDUCATION & CERTIFICATION**

Old Dominion University, MPA, 2005

Christopher Newport University, BS, 1981

Certified Parks and Recreation Professional, National Recreation & Parks Association (NRPA)

Director School, 2010; NRPA

School of Sports Management, 1990; NRPA

Leadership Training Institute, 2014; VRPS

The Business Institute for Parks, Recreation and Leisure Services, 2002; NRPA

LEAD, Weldon Cooper Center for Public Service (UVA), 1989

**SPEAKER/PRESENTER**

- National Recreation & Parks Association (NRPA)
- California Parks and Recreation Association
- Virginia Parks and Recreation Society
- Colorado Parks and Recreation Association
- Oregon Parks and Recreation Association

**CURRENT/PRIOR POSITION SUMMARY**

BerryDunn, Manager: 2022 - Present  
 GreenPlay LLC, Principal, 2013 - 2021 (Merged with BerryDunn in January 2022)  
 Bureau Manager, Recreation & Human Development – City of Norfolk, VA  
 Information Technology Project Coordinator – City of Hampton, VA  
 Superintendent of Parks & Recreation – City of Hampton, VA  
 Operations Director, Norfolk FestEvents Ltd. – Norfolk, VA  
 Director of Parks and Recreation – City of Provo, UT

**REPRESENTATIVE PROJECT EXPERIENCE:**

- Art has worked with over 80 communities in 18 states including:
- Amherst, NY – Recreation and Parks Master Plan Update
  - Arlington County, VA – Sports Fields Use Study
  - Caswell County, NC – Parks and Recreation Master Plan
  - Chatham County, GA – Parks and Open Space Master Plan
  - Dublin, CA – Parks and Recreation Master Plan
  - Elkhart Foundation, IN – Tolson Center Park and Revisioning
  - Greenbelt, MD – Recreation and Park Facilities Master Plan
  - La Mesa, CA – MacArthur Park Operations Study
  - Manassas, VA – Parks, Recreation, & Culture Needs Assessment and Facilities Plan
  - Meridian, ID – Parks and Recreation Master Plan
  - Martin County, FL – Parks and Recreation Master Plan
  - Northeast Tennessee Regional Economic Partnership – Outdoor Recreation Development Plan
  - Oceanside, CA – Parks and Recreation Master Plan
  - Opelika, FL – Parks and Recreation Master Plan
  - Palm Coast and Flagler County, FL – Parks and Recreation Master Plan
  - Palm Beach County, FL – Community Needs Assessment for Parks and Recreation
  - Roanoke Regional Partnership, VA – Outdoor Needs, Operations Capital & Financial Analysis
  - Santa Ana, CA – Services and Financial Sustainability Assessment
  - Santa Maria, CA – Parks and Recreation Needs Assessment & Action Plan
  - Williamsburg, VA – Parks and Recreation Master Plan





Lisa Paradis is a manager in BerryDunn's Parks, Recreation, Libraries practice. She has more than 25 years' experience as a public Park and Recreation Director, most recently in Brookline, MA. Lisa has helped many organizations and communities to embrace systemic challenges through action-oriented strategic planning and financial and organizational management. Her approach involves creating and implementing cost recovery plans, feasibility studies, strategic plans, and organizational assessments and understands the importance of a thoughtful, mission-driven, community-centric, and implementable approach.

### HIGHLIGHTED PROJECT EXPERIENCE

Charleston County Parks and Recreation Commission, SC – Parks, Recreation, Open Space and Trails Master Plan

City of Gilbert, AZ – Parks and Recreation Master Plan

Maryland National Capital Park Planning Commission – Youth Sports Strategic Plan

City of Parkland, FL – Parks and Recreation Master Plan

City of Sanibel, FL – Parks and Recreation Master Plan

City of Pflugerville, TX – Parks, Recreation, and Open Space Master Plan

### KEY QUALIFICATIONS

Experience as a Public Park and Recreation Director for 25 years

Extensive experience creating and implementing solutions for systemic challenges in government work, both as an agency director and as a consultant, to park and recreation agencies across the country

### RELEVANT EXPERIENCE

Strategic planning and organizational development: As a leader, mentor, and often provocateur, she helps organizations and communities to achieve unimagined greatness by embracing systemic challenges through bold, action-oriented strategic planning, financial and organizational management. Lisa is steadfast in her pursuit to challenge professionals to think beyond the obvious and tackle challenges from a variety of perspectives to find the best possible solution for their communities.

**LISA PARADIS, MBA, CPRP**  
Manager

### EDUCATION

University of Massachusetts, Amherst, Massachusetts – B.A, Political Science

University of Massachusetts, Boston, Massachusetts – M.B.A.

Certified Park and Recreation Professional, National Recreation and Park Association

Harvard University, Cambridge, Massachusetts – Post-Graduate coursework, Public Administration, Organizational Management

University of Massachusetts, Boston, Massachusetts – Post-Graduate coursework; Performance Measurement

American Academy of Park and Recreation Administration (AAPRA), 2018

Massachusetts Recreation and Park Association Professional of the Year, 2017





**BECKY DUNLAP, CPRP**  
Senior Consultant

**EDUCATION & CERTIFICATION**

Bachelor of Science of Forest Resources, Natural Resource Recreation and Tourism,  
University of Georgia, 2013  
Certified Parks and Recreation Professional, National Recreation & Parks Association (NRPA)

**SPEAKING ENGAGEMENTS**

Georgia Parks and Recreation Association - 2019  
Missouri Parks and Recreation Association - 2018  
National Recreation and Parks Association – 2017 and 2018  
Colorado Parks and Recreation Association 2016  
Topics: Technology, Marketing, Productivity, Organizational Efficiencies

**PUBLICATIONS**

NRPA Marketing and Communications Certificate program, Co-Author, 2018  
"Defining an Audience" Parks and Recreation Business, December 2017  
Creator and Host of Let's Talk Parks Podcast., 2017 - Present

Becky Dunlap is a senior consultant in BerryDunn's Parks, Recreation, Libraries practice. She is a Certified Parks & Recreation Professional who is adept in strategizing and planning for organizational efficiencies and innovation. Becky takes a human-first approach to find solutions for the most pressing issues facing the field of parks and recreation, including new technology, software solutions, community engagement, employee onboarding, marketing, and branding. She has completed hundreds of demographics and trends reports for clients since 2015, helping agencies understand how to better plan for their changing communities. Before working in the consulting field, Becky worked in a variety of public sector positions, including management of recreation centers, parks, and summer camps. Over the past several years, Becky has published over 100 episodes of the Let's Talk Parks podcast, a show to inspire and share resources within the Parks & Recreation field.

**CURRENT/PRIOR POSITION SUMMARY**

- BerryDunn, Consultant, 2022 - Present
- GreenPlay, LLC: 2015 - 2021 (Merged with BerryDunn in January 2022)
  - Project Consultant assisting in all planning elements, with a focus on social media, marketing, cultural context, project management and workflow software and innovative community outreach
  - Research Assistant conducting nationally-focused and community specific trends and demographics analysis

**Public Sector:**

Facility Operations Coordinator for the City of Boulder Parks and Recreation Department

Marketing Assistant/Customer Service Specialist for City of Boulder Parks and Recreation Department

Recreation Assistant, Athens Clarke County Leisure Services Dept.  
Bear Hollow Zoo

**REPRESENTATIVE PROJECT EXPERIENCE**

Alexandria, VA – Cost Recovery and Resource Allocation Study

Brush, CO – Parks and Recreation Master Plan

Cocconino County, AZ – Parks and Recreation Master Plan

Florence, AZ – Parks and Recreation Master Plan

Hamilton County, TN – Parks and Recreation Master Plan

Henderson, NV – Parks and Recreation Master Plan Update

Hesperia Recreation and Park District, CA – Comprehensive Parks and Recreation Master Plan

Mariners Museum and Park, Norfolk, VA – Needs Assessment

Northeast Tennessee Regional Economic Partnership – Marketing and Branding Plan

Phelan Piñon Hills Park and Recreation District, CA – Comprehensive Plan

Pleasant Valley Recreation & Parks District, CA – Senior & Community Recreation Facilities Needs Assessment

Prospect Heights Park District, IL – Comprehensive Master Plan

San Bernardino, CA – Prado Park Master Plan

San Luis Obispo County, CA – Parks Needs Assessment, Trends Analysis and Cost Recovery Plan







## Kailyn Haskovec

Associate

**CONTACT**

P: 303-359-0266

E: [kailyn@rrcassociates.com](mailto:kailyn@rrcassociates.com)

W: rrcassociates.com

**ABOUT**

Kailyn brings a unique perspective to the RRC Associates team with a background in state and local government, parks and recreation, transportation, and social research. Kailyn can interpret qualitative and quantitative data to provide strategic recommendations and policy direction. She has assisted with a variety of parks and recreation studies, community surveys, market analyses, and tourism sentiment research. Kailyn is the project manager for the parks and recreation research sector. She guides each stage of the process from project kick-off, to questionnaire design and analysis and reporting. As a prior public servant in a parks and recreation department, she is passionate about assisting parks and recreation agencies utilize community feedback to draft strategic plans and goals.

**EDUCATION**

- Master of the Environment, Sustainable Planning and Management: University of Colorado, 2018
- Bachelor of Arts, Sociology minors in Environmental Studies and Public Policy, Planning and Management: University of Oregon, 2014

**PROFESSIONAL EXPERIENCE**

- 2023 to present Associate RRC Associates, Boulder, CO
- 2021 to 2023 Research Analyst, RRC Associates, Boulder, CO
- 2019 to 2021 Program Coordinator, RRC Associates, Boulder, CO
- 2019 to 2020 Process Improvement Intern, Colorado Department of Transportation, Denver, CO
- 2017 to 2018 Graduate Research Assistant, National Parks Conservation Association, Boulder, CO

**RELEVANT WORK EXPERIENCE**

**Parks, Recreation & Community Needs Assessments**

- Alachua County, FL
- Deltona, FL
- Weston, FL
- City of Palm Coast & Flagler County, FL
- Tamarac, FL
- Seminole County, FL
- Boca Raton, FL

**Tourism, Visitor, Special Event and Economic Research**

- Beaver Creek Mountain Resort, CO
- Visit Walla Walla, WA
- City of Lafayette, CO
- Town of Vail, CO

**Ski Area Market Assessments**

- Mt. Garibaldi, BC
- The Balsams, NH
- Quarry Road, ME
- Saddleback, ME

**Outdoor Recreation Research**

- Quandary Peak, CO
- Jefferson County Open Space, CO
- Upper Colorado Wild and Scenic Stakeholder Group, CO
- American Whitewater
- Various national parks



**CONTACT**

P: 303-396-1619

E: [Ethan@rrcassociates.com](mailto:Ethan@rrcassociates.com)

W: rrcassociates.com

# Ethan Adams

Associate

**ABOUT**

Based in Kaysville, Utah, Ethan is a highly skilled data analyst and social scientist with diverse work history and experience. With a Master of Arts in Applied Sociology, Ethan has a demonstrated history of applying academic theory and statistical research methodology to grounded public issues faced by community leaders. At RRC Associates, Ethan has applied his extensive knowledge of online survey design platforms and data management software to strengthen RRC's existing procedures while expanding the scope and capabilities of customized data collection methods. Ethan has worked on a wide variety of municipal research projects, including surveys that have informed parks and recreation services, housing issues, and city-wide master plan developments. Additionally, he's skilled in conducting tourism, employment, and event focused economic analyses for resorts, communities, and destinations across the country.

**EDUCATION**

Master of Arts in Applied Sociology, University of Northern Colorado 2018

Bachelor of Arts in Sociology, Minor in Psychology, University of Northern Colorado 2016

**PROFESSIONAL EXPERIENCE**

- 2018 to present Associate, RRC Associates, Boulder, CO
- 2017 to 2018 Social Research Associate, UNC Social Research Lab, Greeley, CO
- 2016 to 2018 Research Assistant, University of Northern Colorado, Greeley, CO

**RELEVANT WORK EXPERIENCE**

**Parks & Recreation Needs Assessments**

- Broward County, FL
- City of Palm Coat and Flagler County, FL
- Seminole County, FL
- Desert Recreation District, CA
- Boca Raton, FL
- Jacksonville, FL
- Hampton, VA
- Tamarac, FL
- Orlando, FL

**Affordable Housing Surveys**

- Roaring Fork Valley, CO
- Boulder, CO
- San Miguel County, CO

**Citizen/Comprehensive Plan Surveys**

- Grand Junction, CO
- Lafayette, CO
- Meeker, CO
- Vail, CO

**Tourism/ Visitor Research**

- Aspen Skiing Company, CO
- Beaver Creek Tourism and Event, CO
- Bend, OR
- Breckenridge Tourism Office, CO
- Golden Isles Convention & Visitors, GA
- Park City, CO
- Sierra-at-Tahoe, CA
- Town of Vail, CO
- Visit Estes Park, CO



## Kara Snawder

Senior Data Analyst

### CONTACT

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W: rrcassociates.com

### ABOUT

Based in Melbourne, Florida, Kara is a social scientist with extensive experience in quantitative data analysis. Her personal philosophy is rooted in using statistical rigor to produce actionable solutions and intuitive summaries of complex data. With graduate-level training in Sociology and Statistics, Kara has applied this philosophy to national, regional, and locally distributed surveys. She is skilled in using both descriptive and inferential quantitative methods, with extensive training in regression modeling for diverse data structures, and is highly adept in data management, visualization, and summarization. At RRC, Kara is involved with a variety of projects pertaining to recreational tourism, visitation, economic impact, community sentiment, and market assessment.

### EDUCATION

- Master of Science in Applied Statistics: Indiana University, 2020
- Master of Arts in Sociology: University of Oklahoma, 2017
- Bachelor of Arts in Sociology and Psychology: University of Oklahoma, 2014

### PROFESSIONAL EXPERIENCE

- 2023 to *present* Senior Data Analyst, RRC Associates, Boulder, CO
- 2021 to 2023 Data Analyst, RRC Associates, Boulder, CO
- 2019 to 2021 Associate Instructor, Indiana University, Bloomington, IN
- 2017 to 2021 Research Assistant, Indiana University, Bloomington, IN
- 2015 to 2017 Research Assistant, University of Oklahoma, Norman, OK

### RELEVANT WORK EXPERIENCE

#### Parks and Recreation

- National Park Service
  - National Socioeconomic Monitoring
  - Great Smoky Mountains National Park
  - Saguaro National Park
  - Great Sand Dunes National Park
  - PEPC User Study
- Colorado Parks and Wildlife
- Boca Raton, FL
- Menifee, CA
- Weston, FL
- Scarborough, ME

- Policy Surveys**
- Gunnison, CO

#### Ski and Snowboard Research

- National Ski Areas Association:
  - Kottke End of Season Study
  - Demographic Study
  - Economic Impact Study
- Ski Utah
- North Carolina Ski Areas Association
- Canadian Ski Council
- Grand Targhee Resort, WY
- Whitefish Mountain Resort, MT

#### Travel and Tourism

- Visit Bend, OR
- Visit Sun Valley and SUN Airport, ID
- Vail, CO

# Team Qualifications / Staffing Plans

Meeting Date: 04/30/2024 Item #5.



Team Individual Licenses and Registrations

Ron DeSantis, Governor  
Melanie S. Griffin, Secretary

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE  
THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

**KROLL, MICHAEL D**  
MILLER LEGG & ASSOCIATES, INC.  
1297 TERRY STONE COURT  
WESTON, FL 33326

LICENSE NUMBER: LA0001336  
EXPIRATION DATE: NOVEMBER 30, 2025  
Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/05/2023  
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Melanie S. Griffin, Secretary

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE  
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**SHORE, BRIAN R**  
13680 NW 5TH STREET  
SUITE 200  
MILLER LEGG & ASSOCIATES, INC.  
SUNRISE, FL 33325

LICENSE NUMBER: LA6666770  
EXPIRATION DATE: NOVEMBER 30, 2025  
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Melanie S. Griffin, Secretary

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE  
THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

**BRADLEY, MICHAEL**  
1512 E. 12TH AVE  
APT 372  
TAMPA, FL 33605

LICENSE NUMBER: LA6667655  
EXPIRATION DATE: NOVEMBER 30, 2025  
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**FAU**  
FLORIDA ATLANTIC UNIVERSITY  
College for Design and Social Inquiry

**Liudmila Fuentes**

has been awarded this certificate after completing the 40-hour CPTED Practitioner Seminar:

**Crime Prevention Through Environmental Design**

Given in the City of Fort Lauderdale in the State of Florida  
August 26, 2013 - December 13, 2013

*Kendall E. Aiken*  
Kendall E. Aiken, Ph.D., AIA, CPP  
Instructor

*Rosalyn Miller*  
Rosalyn Miller, Ph.D.  
Professor and Dean

*Deirdre Hardy*  
Deirdre Hardy, AIA  
Professor and Director

# Team Qualifications / Staffing Plans

Meeting Date: 04/30/2024 Item #5.

Team Individual Licenses and Registrations



Society of Wetland Scientists  
Professional Certification Program, Inc.

renews the designation

### Senior Professional Wetland Scientist

For

**Dylan W. Larson**

In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Renewal Program, and verified by the Society's Certification Renewal Review Panel. Professional Wetland Scientist Number 1228 issued on 8/16/1999 and recertified on 5/22/2020. Due to recertify again by 8/16/2025.




Matthew Stripling, PWS  
President



Pat Fries, PWS  
Certification Renewal Chair



Society of Wetland Scientists  
Professional Certification Program, Inc.

grants the designation

### Professional Wetland Scientist

For

**William R. Mohler III**

In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Program, Inc. and verified by the Society's Certification Review Panel on 4/21/2021. Professional Wetland Scientist number 3361. Due to recertify by 4/21/2026.




Robert D. Strawn, Ph.D., PWS  
Review Panel Chair

## THE ACADEMY OF BOARD CERTIFIED ENVIRONMENTAL PROFESSIONALS

ACTORS THAT

**DYLAN LARSON**

IS HEREBY DECLARED TO BE A  
CERTIFIED ENVIRONMENTAL PROFESSIONAL

IN  
DOCUMENTATION

BY THE CERTIFICATION REVIEW BOARD  
ACTING UNDER THE AUTHORITY OF THE BOARD OF TRUSTEES




Elizabeth R. Johnson  
PRESIDENT, ABCEP



K. W. Morris  
CHAIRPERSON, CERTIFICATION REVIEW BOARD

CERTIFICATION NUMBER: 4050429

CERTIFIED SINCE: 1/8/2004

All CEPs must renew their certification annually by submitting their annual paperwork and annual recertification form(s) each year.



## The International Society of Arboriculture

Hereby Announces That

*William Ripley Mohler, III*

Has Earned the Credential

### ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council



Cathy Phillips  
CEO & Executive Director

15 February 2014	20 June 2026	FL0601A
Issue Date	Expiration Date	Certification Number



ANAB  
ACCREDITED  
INTERNATIONAL SOCIETY OF ARBORICULTURE  
2023




## The International Society of Arboriculture

Hereby Announces That

*William Ripley Mohler, III*

Has Earned the Credential

### ISA Tree Risk Assessment Qualification®

By successfully meeting ISA Tree Risk Assessment Qualification certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council



Cathy Phillips  
CEO & Executive Director

13 June 2021	25 June 2025
Issue Date	Expiration Date




This certifies that

## William R. Mohler III

Having shown to possess the necessary qualifications and having complied with the requirements of the

### Landscape Inspectors Association of Florida

was by an order of this body recognized as competent in dispensing of the duties of a

### Landscape Inspector

Given under the seal of the Landscape Inspectors Association of Florida this 1st day of January, 2023

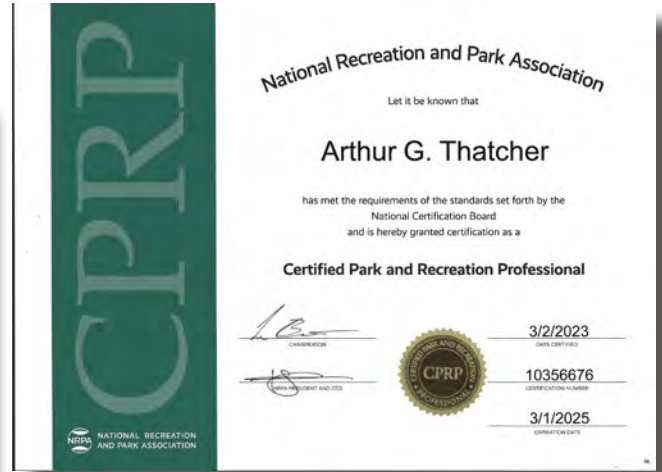


Kevin Hines, Certification Chair




# Team Qualifications / Staffing Plans

Meeting Date: 04/30/2024 Item #5.



Team Individual Licenses and Registrations



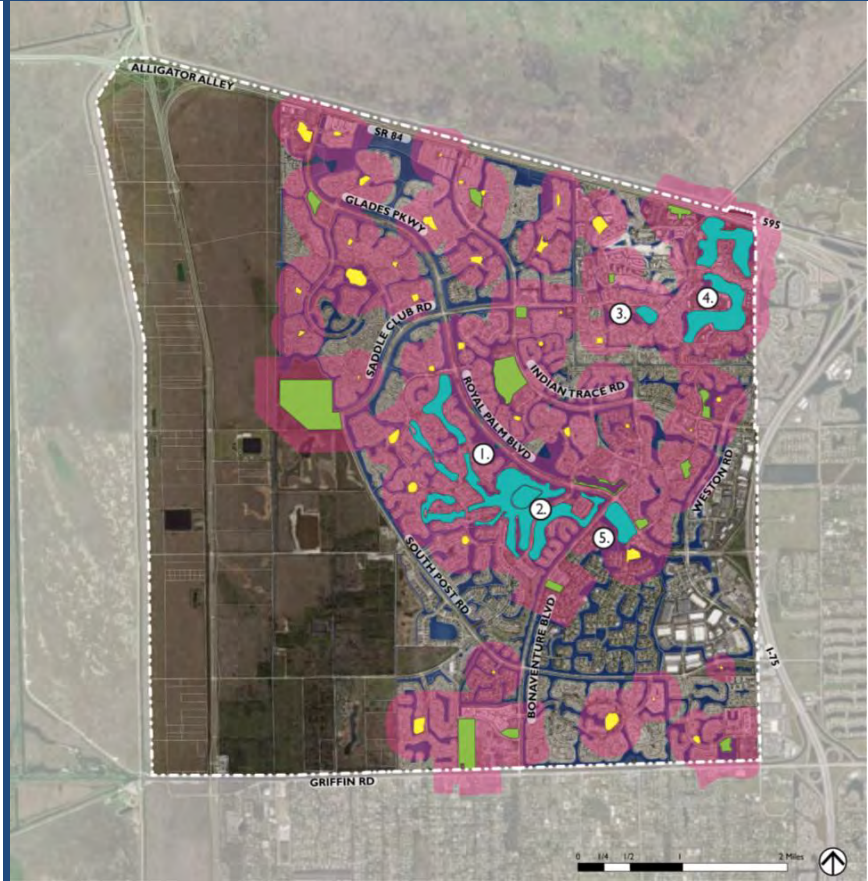


Parks And Recreation Master Plan Experience

# City of Weston Parks & Recreation Master Plan

Weston, Florida

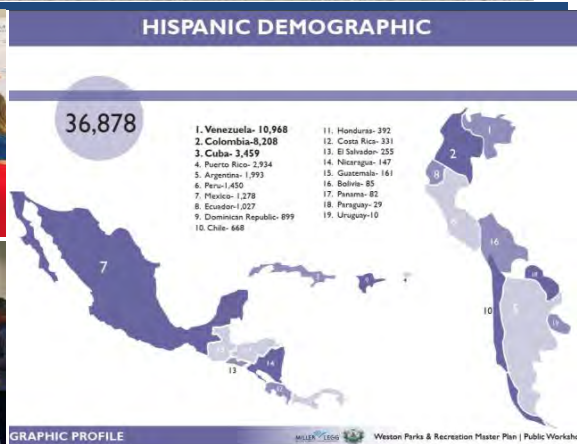
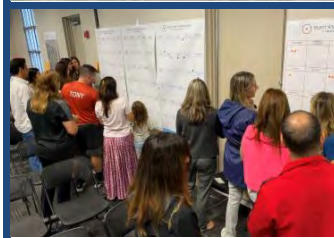
The City of Weston selected Miller Legg as the **Prime Consultant** to develop a municipal parks and recreation plan (PRMP) to incorporate recommendations for provision of future facilities programs and services, land acquisition and development, maintenance, operations and management. A master-planned 27-square-mile community of 68,000 residents in Broward County, Weston currently has 242 open space and park acres and 16 existing parks offering a variety of recreational and athletic amenities and activities. The Master Plan components included Department Mission Vision and Objectives, Community Inventory and Assessment, Needs Assessment, Level of Service Standards, Parks and Recreation Strategic Plan, Recreation Trends Analysis, Recreation Programming Plan, ADA Transition Plan, Community Relations and Marketing Plan, Community Health and Environmental Responsibility Plan.



**Client Reference:**

Ms. Kara Petty  
Director Parks & Recreation  
City of Weston  
20200 Saddle Club Road  
Weston, FL 33327  
(954) 389-4321  
[kpetty@westonfl.org](mailto:kpetty@westonfl.org)

**Completion:**  
August 2023



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Parks And Recreation Master Plan Experience

## City of Plantation Parks & Recreation Master Plan

Plantation, Florida

Miller Legg was selected as the **Prime Consultant** to prepare the first Plantation Parks and Recreation Master Plan. The firm provided comprehensive recreation planning based upon research of existing facilities and programs, recreation opportunities and needs analyses specific to City of Plantation demographics to develop programming, budget and operational needs for a 10-year horizon. Public Outreach to effectively gather and disseminate information during Plan development was an important focus of the project. Public workshops assisted in determining community recreation needs and desires. Recreation sites were reviewed, along with future expansion opportunities to accommodate program requirements. The final Master Plan included a 10-year capital improvement plan for the implementation of proposed Plan improvements.

### Client Reference:

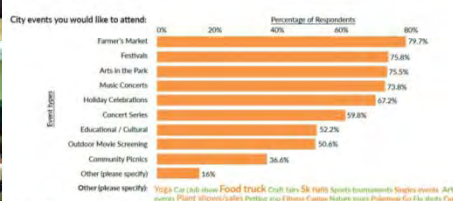
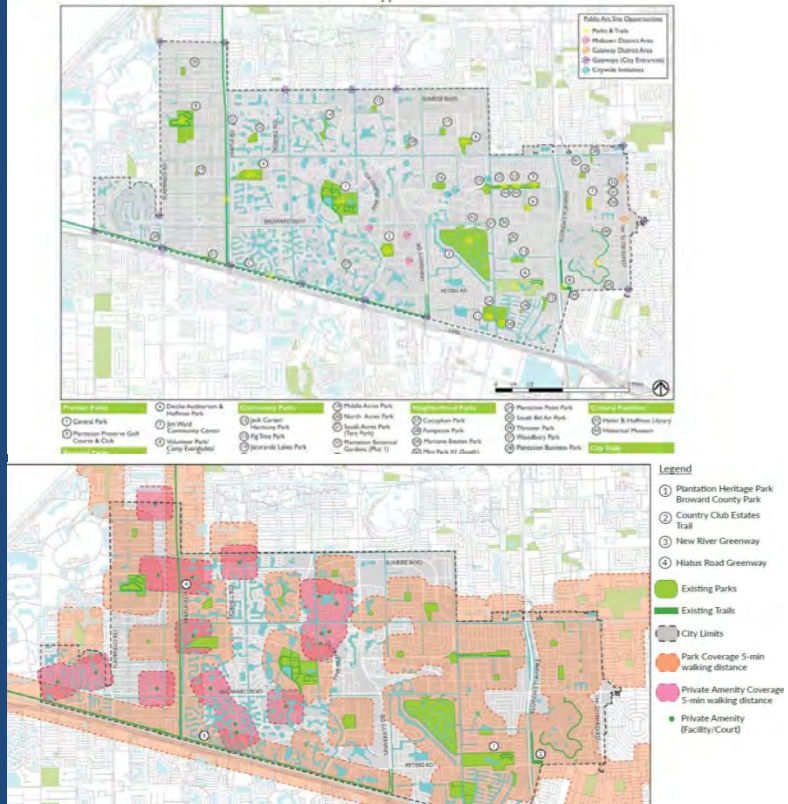
Ms. Patricia O'Toole, CPRP  
 Assistant Director/Parks & Recreation  
 City of Plantation  
 400 NW 73rd Avenue  
 Plantation, FL 33317  
 (954) 452-2514  
[potoole@plantation.org](mailto:potoole@plantation.org)

### Completion:

January 2020

### Public Art Site Opportunities

This is a map of key Public Art Site Opportunities, indicating the primary sites for public art identified through this planning process. Opportunities may arise that are not on this map.



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Parks And Recreation Master Plan Experience

# City of Oakland Park Parks & Recreation Master Plan Update

Oakland Park, Florida

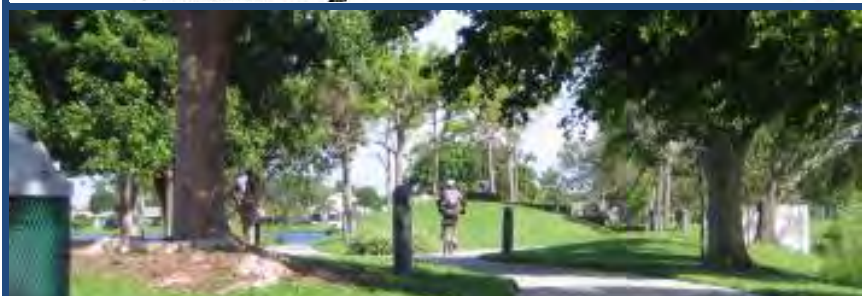
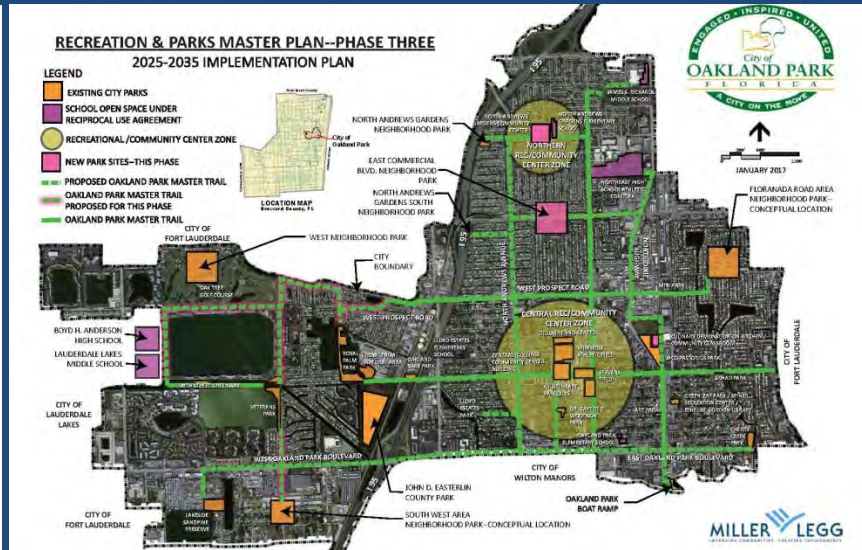
Having prepared the original Recreation and Parks Master Plan for the City of Oakland Park in 2009, Miller Legg was retained by the City in 2015 as the **Prime Consultant** to update this Plan. The scope of services involved site analyses of each park and community center, a recreational programming needs assessment based upon the current and anticipated City population, a proposed implementation plan with recommendations for recreational improvements including cost estimates and the application of updated census data to a map and exhibits format for comparison with the original Master Plan.

**Client Reference:**

Mr. Chris Casale, CPRP  
 Assistant Director/Parks & Leisure Services  
 City of Oakland Park  
 3650 NE 12th Avenue  
 Oakland Park, FL 33334  
 (954) 630-4500  
[Christopher.casale@oaklandparkfl.gov](mailto:Christopher.casale@oaklandparkfl.gov)

**Completion:**

February 2018



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Parks And Recreation Master Plan Experience

## City of Tamarac East Side Parks Feasibility Study

Tamarac, Florida

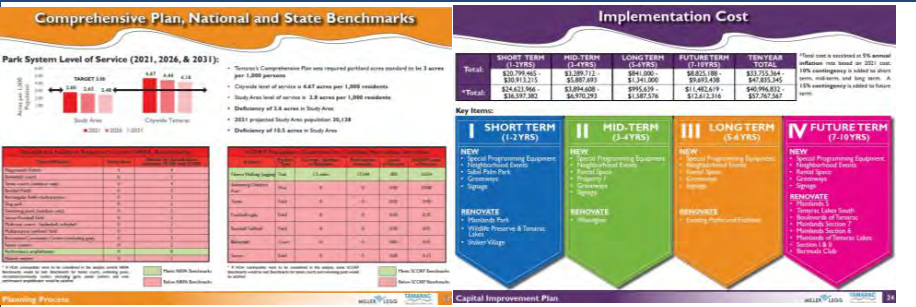
As the **Prime Consultant**, Miller Legg conducted a needs assessment and feasibility study to address potential new recreation facilities in the eastern portion of the City of Tamarac. The scope included comprehensive recreation planning based on research of existing facilities and programs, recreation opportunities and a needs assessment specific to the study area demographics in order to develop programming, budget and operational needs for the proposed improvements. Community input was gathered via various survey platforms and City staff and public workshops were scheduled to refine recreation needs and desires. The final deliverable was a Feasibility Study containing a 10-year Capital Improvement Plan for the implementation of the proposed improvements and acquisitions, an analysis of funding opportunities and a narrative report to outline the process and results.

### Client Reference:

Mr. Greg Warner (formerly)  
 Director of Parks & Recreation  
 City of Tamarac  
 6001 Nob Hill Road  
 Tamarac, FL 33321-6200  
 (954) 480-4433  
[GWarner@Deerfield-beach.com](mailto:GWarner@Deerfield-beach.com)

### Completion:

June 2021



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# City of Palm Coast - Flagler County Parks and Recreation Master Plan

Palm Coast, Florida

Miller Legg is currently working with the City of Palm Coast and Flagler County on their Parks and Recreation Master Plan as a subconsultant to Berry Dunn. Miller Legg is providing data collection, public involvement, needs and priorities assessment, visioning planning, and action plan and strategies implementation services for this PRMP collaboration between the City of Palm Coast and Flagler County.

Using GPS and GIS technology, a comprehensive assessment was carried out to evaluate the City and County trail system. Part of the public engagement includes focus group meetings with selected key stakeholders and public workshops. Miller Legg is providing expertise in park design and cost-effective strategies to aid with the completion of a 10-year Master Plan.

**Client Reference:**

Mr. Art Thatcher, MPA, CPRP  
Manager  
Berry Dunn  
2211 Congress Street  
Portland, ME 04102  
757.592.3103  
[art@berrydunn.com](mailto:art@berrydunn.com)

**Start Date:** February 2023

**Completion Date:** February 2024

1. A1A Scenic Loop
2. Bella Vista Trail System
3. Betty Stefik Preserve Trail
4. Graham Swamp Preserve Trail
5. Graham Swamp Trail
6. Intracoastal Waterway Trail
7. Lehigh Trail
8. Mala Compra Greenway Trail
9. Palm Coast Park US-1 Trail
10. Palm Harbor Parkway
11. Pine Lakes Parkway
12. St. Joe Walkway
13. Haw Creek Preserve
14. Linear Park
15. Long Creek
16. Princess Place Preserve
17. River to Sea Preserve
18. Shell Bluff



**2. Bella Vista Trail System** Total Score: 21

Location: Within Westington Oaks Garden State Park, 6100 N. Oceanshore Blvd, Palm Coast, FL 32137

Length: 1.7 miles

Inventory Date: 2/15/2023

Overview: Trail along dense canopy of coastal maritime hammock.

Evaluation of Comfort & Convenience:		Evaluation of Trails Design and Ambiance:	
Component	Score	Component	Score
Trail ID Signage	1	Trail Overall	2
Directional Signage	1		
Informational Kiosk	0		
Trash Receptacles	2	Neighborhood	
Seating	2	Component	Score
Water Fountain	2	Trail Overall	1
Restrooms	2		
Parking	2		
Crossings	1	Community:	
Bicycle Maintenance Stations	0	Component	Score
Shade	2	Trail Overall	2
Lights	1		
<b>Total:</b>	<b>16</b>		

Comments:

- Trail Markers
- Restroom and parking within State Park
- Trail ID Signage is sparse and there are numerous directional signs



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Parks And Recreation Master Plan Experience



Parks And Recreation Master Plan Experience

# City of South Miami Parks and Recreation Master Plan

South Miami, Florida

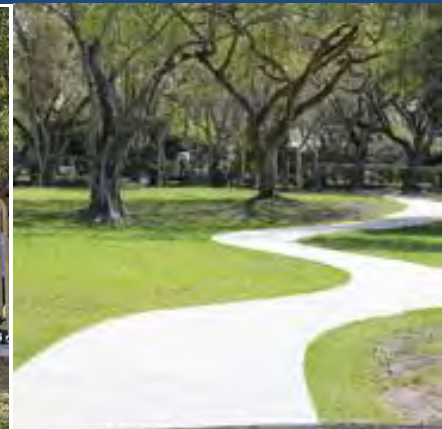
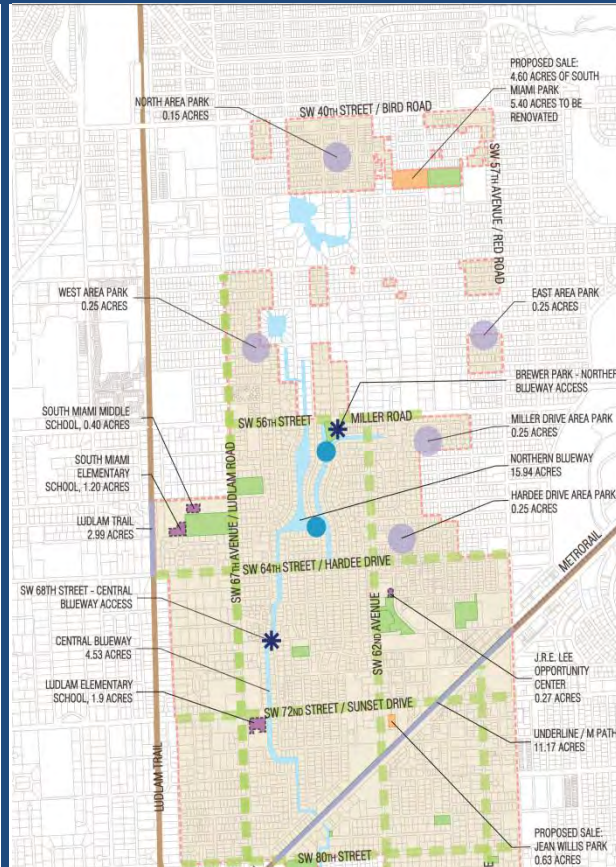
As the **Prime Consultant**, Miller Legg prepared the first City of South Miami Parks and Recreation Master Plan. The professional services for this Master Plan included comprehensive planning, recreation planning, significant maintenance planning, landscape architecture, and public outreach services. To develop programming, budget, and operational needs for a 10-year horizon, our team researched existing facilities and recreation opportunities, and needs analyses specific to South Miami demographics. Public outreach services included a public online survey, multiple public presentations and workshops.

**Client Reference:**

Mr. Quentin Pough  
 Director of Parks & Recreation  
 City of South Miami  
 6130 Sunset Drive  
 South Miami, FL 33143  
 (305) 663-6338  
[QPough@southmiamifl.gov](mailto:QPough@southmiamifl.gov)

**Completion:**

April 2018



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*Parks And Recreation Master Plan Experience*

# Greater Boca Raton Beach and Parks District Ocean Breeze Master Plan

Boca Raton, Florida

Miller Legg was retained by the Greater Boca Raton Beach and Parks District (GBRBPD) as the **Prime Consultant** to prepare a Master Plan for Ocean Breeze Park, site of the former Boca Teeca Country Club and Golf Course. The Master Plan reflects the District's desire to provide a diverse recreational amenity at this 212-acre property for City residents while considering the specific desires and concerns of the adjacent residential communities. The Plan addressed Ocean Breeze's future facilities, uses, programs, operation, maintenance and funding and recommend Park modifications, improvements, enhancements and additional uses. Recreational elements may include passive park facilities (trails, walking paths, open fields/areas), golf course/facilities, active park uses (playgrounds, tennis courts, sport courts, aquatics), community center/facilities and potential revenue-generating opportunities.



**Client Reference:**

Ms. Briann Harms  
 Executive Director  
 Greater Boca Raton Beach & Park District  
 300 South Military Trail  
 Boca Raton, FL 33486  
 (561) 347-3941  
[bharms@mybocaparks.org](mailto:bharms@mybocaparks.org)

**Completion:**

November 2022



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Parks And Recreation Master Plan Experience

# Vizcaya Museum & Gardens Master Plan Refinement

Coral Gables, Florida

Located on Biscayne Bay in Miami, Florida, Vizcaya is the 50-acre historical Villa and gardens of industrialist James Deering and is designated as a National Historic Landmark. Miller Legg was the landscape architect and traffic / transportation consultant for the Vizcaya Museum and Gardens Master Plan refinement. The Master Plan refinement focused on the entire Vizcaya property, especially the integration of the Vizcaya village into the educational and historical guest experience at Vizcaya. Miller Legg collaborated with Quinn Evans Architects and MC Harry Architects on this historical restoration project for Miami-Dade County and the Vizcaya Museum and Gardens Trust. Additional services are currently being provided for the casino mound and grottos.



**Client Reference:**

Mr. Craig Aquart, AIA  
Principal  
MC Harry Associates, Inc.  
2780 SW Douglas Road, Suite 302  
Miami, FL 33133  
(305) 445-3765  
[caquart@mcharry.com](mailto:caquart@mcharry.com)

**Completion:**

On-Going



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## CITY OF PARKLAND, FLORIDA Parks and Recreation Master Plan

**Reference:**

Christine Garcia  
Director of Parks and Recreation  
10559 Trails End  
Parkland, FL 33076  
(954) 757-4121  
cgarcia@cityofparkland.org

BerryDunn led the master planning effort for the City of Parkland, Florida’s Department of Parks and Recreation with Kimley Horn as a strategic partner. Key project components included a statistically valid survey, inclusive community outreach and engagement efforts, demographics report, level of service assessment, organizational assessment, and recreation programs assessment.

A unique factor in this project was the client’s express desire for a fast-tracked process. The BerryDunn team successfully completed the final master plan aligned with the City’s timeline with the final plan approved in July 2020.



*Parks And Recreation Master Plan Experience*



## CITY OF SANIBEL, FLORIDA Parks and Recreation Master Plan

**Reference:**

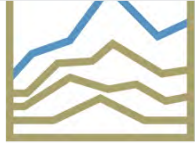
Dana Souza, City Manager  
City of Sanibel  
800 Dunlop Rd.  
Sanibel 33957  
239-472-3700  
dana.souza@mysanibel.com

BerryDunn’s project team, led by Elsa Fischer and Lisa Paradis, conducted an assessment of the Sanibel Recreation Department beginning with a robust public engagement process including staff meetings, key leader meetings, stakeholder focus groups, and facilitation of a Social Pinpoint site. Recreation programs, operations, finances, facilities, and staffing were reviewed and analyzed, providing the City Council with a variety of recommendations for consideration. The project team was 70% done with the project when Hurricane Ian hit on September 28, 2022. The project was completed with a final report and City Council presentation in February 2023 and a scheduled implementation workshop to be held with staff in March 2023.



*Parks And Recreation Master Plan Experience*





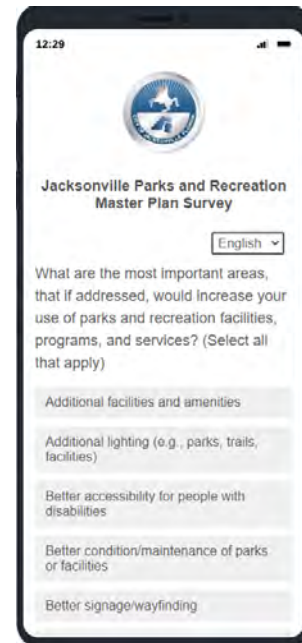
# RRC

## Parks and Recreation Master Plan Community Survey Research

RRC has extensive experience with parks, recreation, open space, and trails community surveys for cities, counties, recreation districts, and also at the state level. Specifically, RRC has strong experience in Florida. The goal of the studies is to obtain citizen input on a variety of topics related to parks and recreation use, values, and community priorities for future improvements. Many studies also have particular emphasis on gauging support for community recreation centers and aquatic facilities. A variety of research techniques are used in the studies, including mailed surveys, Internet, user surveys, and focus groups. Current satisfaction levels with existing facilities and programs are also measured, as is the relative importance of specific new priorities, facilities, and policies most desired and needed by the communities. Results and conclusions from the research help guide the development of parks and recreation master plans in the communities.

### Some of our Florida clients include:

- Seminole County, FL Parks and Recreation
- Alachua County, FL Park and REcreation
- Tamarac, FL East Side Parks
- Deltona, FL Parks and Recreation
- Boca Raton, FL Parks and Recreation
- Weston, FL Parks and Recreation
- City of Palm Coat and Flagler County, FL Parks and Recreation
- Broward County, FL Parks and Recreation
- Martin County, FL Parks and Recreation
- West Palm Beach, FL Parks and Recreation
- North Miami Beach, FL Parks and Recreation
- Maitland, FL Parks, Recreation, Open Space & Pathways
- St. Cloud, FL Parks and Recreation
- City of Orlando, FL Families, Parks and Recreation
- Pompano Beach, FL
- Lee County, FL Homeowner Survey
- City of Marathon, FL Homeowner Survey
- Monroe County, FL Homeowner & Employer Surveys
- Tamarac, FL Parks Feasibility Study Survey

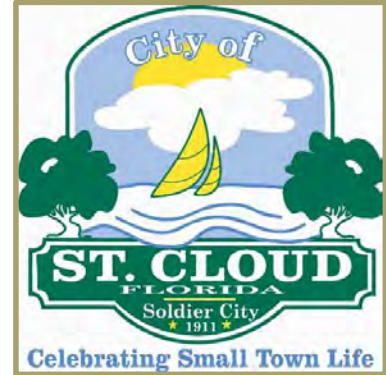


Parks And Recreation Master Plan Experience



## St. Cloud Florida Parks and Recreation Master Plan Survey

The City of St. Cloud Parks and Recreation Department partnered with RRC Associates to conduct a resident survey on parks, facilities, and program preferences and satisfaction among residents of St. Cloud, FL in the fall of 2018. Residents were randomly sampled to participate in a mail survey or password protected online survey to share their opinions. An open link survey was provided to all residents who did not receive a mailed survey. Results were used to assess where facilities needed improvement, how important priorities were for the future of the Parks and Recreation Department, and how frequently residents used specific facilities. This information provided a baseline to the St. Cloud Parks and Recreation Department to continue to monitor and improve for years to come.



**Client:**

Stephanie Holtkamp, CPRP, CPSI, AFO  
City of St. Cloud  
Director, Parks and Recreation

## Orlando, FL Families, Parks, and Recreation (FPR) Master Plan Survey

RRC Associates is currently engaged with the Orlando Families, Parks, and Recreation Department in conducting a statistically valid survey to be used as a key component of a parks and recreation master plan. Questions asked on the survey include a full range of issues impacting the success of the parks and recreation master plan, including usage and satisfaction with parks, trails and facilities; needs and priorities for parks, trails and facilities; marketing efforts used and preferred for the future; participation, satisfaction and most important components of programs; barriers to usage of parks, facilities and programs; support and priorities for special facilities and other improvements to the parks and recreation system; and support for future financial investments.



RRC is in the process of administering the random sampling survey by mail and on-line to resident households in the City of Orlando, with results to be reported by each of the 6 Commission Districts for the City of Orlando later in 2019. Doorhanger surveys and targeted intercept surveys will also take place to further augment the statistically valid survey effort in order to boost response, more broadly reach members of the community, and to reach residents in cases where adequate or representative response is determined to be a challenge. All survey instruments are translated into Spanish along with English versions.

**Client:**

Denise J. Riccio, RLA  
FPR Planner and Grants Manager  
City of Orlando Families, Parks & Recreation Department

*Parks And Recreation Master Plan Experience*



## Greater Boca Raton Beach & Park District

21618 St. Andrews Boulevard, Boca Raton, Florida 33433  
Telephone: (561) 417-4599 Telefax: (561) 347-3945  
www.mybocaparks.org

### Board of Commissioners

Craig F. Ehrnst  
Steven M. Engel  
Robert K. Rollins, Jr.  
Susan Vogelgesang  
Erin A. Wright

January 6, 2023

### Reference for Miller Legg

To Whom it May Concern:

In 2021, the Greater Boca Raton Beach & Park District retained Miller Legg to develop a Master Plan for the Ocean Breeze property in Boca Raton. Since then, the firm has worked hand-in-hand with us to balance the expressed needs and desires of the local community, stakeholders, and users into the best possible recreational Master Plan for this site. Miller Legg's Master Planning process has entailed extensive public engagement, with multiple public workshops for residents and community groups, and meetings with public officials to gather information and suggestions while also soliciting feedback on Miller Legg's concepts and plans.

While practicality, feasibility, and budgetary limits have always informed the work of the team, they have consistently brought creativity, sustainability, and outside-the-box thinking to this important District project. Miller Legg has consulted with us every step of the way and the Board has been very pleased with their ability to analyze research, distill information and ideas and apply the results to a very attractive and achievable Master Plan for Ocean Breeze. We look forward to continuing to work with this team on the Plan's final design and have no hesitation in referring them to other prospective Park Master Plan clients.

Sincerely,

Briann Harms

Executive Director





Parks and Recreation Department  
5800 Southwest 66 Street  
South Miami, FL 33143

March 12, 2018

**Reference: Miller Legg**

To Whom It May Concern:

On behalf of the City of South Miami, I am very gratified that we selected Miller Legg as the Consultant to guide the City through the preparation of our very first Parks and Recreation Master Plan. Miller Legg's past experience with this complex process was the reason that we selected the firm for the project and their diligence, expertise and patience throughout was extremely helpful. We feel the end result has made the City of South Miami an even better City of Pleasant Living. While we were presented with some challenges along the way, they helped steer us towards a successful conclusion and City residents, business owners and visitors will all reap the benefits of this landmark endeavor. I thank them again for a job well done and I look forward to working with Miller Legg in the future.

Sincerely,

Quentin Pough, CPRP  
Director of Parks and Recreation  
City of South Miami



**Greg Warner**  
Director of Parks and Recreation

Reference Letters

December 5, 2022

To Whom It May Concern:

I am very pleased to give this letter of reference to Miller Legg for the outstanding work they did on our recently completed East Side Parks Needs Assessment and Feasibility Study project. From the outset, they ensured that we were all fully engaged in the process while they conducted thorough research, refined recreation needs and wishes and presented regular updates for our consideration. Their staff understood the importance of community outreach in comprehensive recreation planning and were very persistent in seeking resident input across a variety of survey platforms and public workshops. The resulting 10-year Capital Improvement Plan will be an enormous help to us as we implement the proposed improvements and acquisitions.

I have enjoyed working with Miller Legg, found them very well-informed, professional, and timely with responses throughout, and I look forward to future opportunities with this team.

Sincerely,

Gregory Warner  
Director of Parks and Recreation  
City of Tamarac

8801 W. Commercial Blvd. | Tamarac, FL 33351  
O: (954) 597-3620 | F: (954) 597-3640



**OFFICE OF THE MAYOR**  
Lynn Stoner  
Mayor

**PARKS & RECREATION**  
Phillip Goodrich, CPRP  
Director



**CITY COUNCIL**  
Nick Sortal  
President  
Denise Horland  
President Pro Tem  
Erik Anderson  
Ron Jacobs

June 29, 2020

**Reference: Miller Legg**

In 2020, Miller Legg completed the City of Plantation's first Parks and Recreation Master Plan, a 10-year planning document which has been very well-received by the City and its stakeholders. In working closely with the firm from 2018-2020, I found their staff to be proficient, responsive, knowledgeable and supportive of our combined efforts. Through various meetings, surveys and workshops with the public, City officials and Department employees, they helped establish and define the desired components for our Master Plan.

In addition, the plan is serving as an important resource as we strive to attain CAPRA accreditation through the National Recreation and Park Association. Miller Legg's guidance and persistence throughout this lengthy process made for a true collaborative endeavor. I would recommend Miller Legg's services to other clients wishing to make their community a better place to live, work and play.

Sincerely,

A handwritten signature in black ink that reads "Patricia O'Toole".

Patricia O'Toole  
Parks and Recreation Assistant Director  
City of Plantation

City of Plantation  
9151 NW 2<sup>nd</sup> Street, Plantation, FL 33324  
T: (954) 452-2516  
POToole@Plantation.org

# Experience And Technical Qualifications

Meeting Date: 04/30/2024 Item #5.

Parks Experience Overview

clients providing services for Master Plan contracts similar to the scope of that described in this RFP for the City of Cooper City. Miller Legg is well versed in working with multiple stakeholders and delivering successful parks and recreational facilities. We have prepared parks master plans, and we have successfully designed individual parks. Some of our current and recent recreational project experience has been with the Cities of Weston, Plantation, Tamarac, Oakland Park, Lauderhill, Miramar, Pembroke Pines, Palm Coast/Flagler County, Opa-Locka, Miami Gardens, Miami, South Miami, Homestead, Coral Gables, Miami Beach, Doral, Sunny Isles Beach, as well as the Town of Davie, Orange City, School Board of Broward County, Miami-Dade County, Broward County, St. Lucie County, Orange County, Brevard County, Volusia County, Manatee County, and Florida Atlantic and Florida International Universities.



As a result of our significant park planning experience in Florida, the Miller Legg Team members comprehend the unique aspects of Parks and Recreation Master Planning, from the perspective of budgeting, programming, funding, capital improvement and long-term operation and maintenance. All our key project professionals have longstanding experience in Florida and have the technical support and resources to perform all the necessary services needed for this Contract.

Some parks and recreational facilities projects which demonstrate our expertise are displayed in chart format below. Further narrative on our work for parks and recreational organizations and clients in developing comprehensive Parks and Recreation Master Plans can be found earlier in this Section.

Park	Master Planning	Golf	Passive	Active	Landscape Architecture	Engineering	Environmental	Permitting
City of Oakland Park Parks and Recreation Master Plan	✓	✓	✓	✓	✓		✓	
City of Opa-Locka Park and Recreation Master Plan	✓		✓	✓	✓		✓	
City of Palm Coast / Flagler County Parks Master Plan	✓	✓	✓	✓	✓		✓	
City of Plantation Parks and Recreation Master Plan 	✓	✓	✓	✓	✓		✓	
City of Weston Parks and Recreation Master Plan	✓	✓	✓	✓	✓		✓	
City of Tamarac East Side Parks Feasibility Study	✓		✓	✓	✓		✓	
City of Tamarac Master Plan	✓		✓	✓	✓		✓	
City of South Miami Parks and Recreation Master Plan	✓		✓	✓	✓		✓	
Boca Raton Red Reef Park Master Plan	✓	✓	✓	✓	✓		✓	
Pembroke Pines Streetscape/Greenway Design Guidelines	✓				✓	✓		✓
Miramar Master Park Plan	✓		✓	✓	✓			
Parks Master Planning Services for the City of Orange City	✓		✓	✓	✓			
City of Miami Lakes Streetscape Master Plan	✓				✓			
Plantation Preserve & Golf Club	✓	✓	✓		✓	✓	✓	✓
Palm Beach South County Park		✓	✓		✓	✓	✓	✓
Palm Harbor Golf Course Redevelopment		✓				✓		✓



# Experience And Technical Qualifications

Meeting Date: 04/30/2024 Item #5.

Parks Experience Overview

Park	Master Planning	Golf	Passive	Active	Landscape Architecture	Engineering	Environmental	Permitting
Royal Palm Yacht & Country Club		✓				✓		
City of Miami Gardens Rolling Oaks Regional Park				✓	✓			✓
Victoria Park		✓	✓		✓	✓	✓	✓
Weston Hills Country Club		✓	✓		✓	✓	✓	✓
Rolling Hills Country Club		✓				✓	✓	✓
Savannah Commons Recreation Center		✓		✓	✓	✓		✓
Stoneybrook East Golf Community		✓				✓		
Emerald Bay Resort	✓	✓			✓	✓		
FDOT D4 Orangebrook Golf Course Study		✓					✓	
Ironhorse Golf Course		✓						✓
Lake Forest Master Plan	✓	✓			✓			
Los Batos Golf Course	✓	✓			✓			
Man-O-War Country Club	✓	✓						
Ho Na Golf Course	✓	✓						
Carlin Park						✓		✓
Juno Park Boat Ramp and Parking Lot Renovations								✓
Boynton Beach Oceanfront Park Boardwalk			✓		✓	✓	✓	✓
Broward County Parks and Recreation West Lake Park	✓				✓	✓	✓	✓
Anne Kolb Nature Center at West Lake Center			✓			✓	✓	✓
FDOT Sheridan Street Boardwalk							✓	✓
City of Hollywood Charnow Park				✓		✓	✓	✓
John U. Lloyd State Park								
BCPR Coconut Point Park					✓			✓
BCPR Fisherman's Landing Park					✓			✓
Brevard County Valkaria Community Oceanfront Park					✓			✓
Brevard County Waterfront Parks					✓			✓
City of Coral Springs Kiwanis Park			✓				✓	✓
City of Coral Springs Red Lichen Sanctuary			✓			✓	✓	✓
City of Coral Springs Sandy Ridge Sanctuary			✓		✓		✓	✓
BCPR Long Key Natural Area/Habitat Restoration Project			✓			✓	✓	✓
BCPR Miramar Pineland Nature Center			✓		✓			✓
Waterway Park Mitigation Bank			✓			✓		✓
Lauderdale Lakes C-13 Greenway			✓	✓	✓	✓	✓	✓
Palm Beach County Riverbend Park			✓			✓	✓	✓
Royal Palm Beach Pines Natural Area			✓			✓		✓
City of Plantation Volunteer Park			✓				✓	✓
BCPR Secret Woods Park Dock			✓				✓	✓
BCPR Snake Warrior's Island Natural Area			✓					





# Experience And Technical Qualifications

Meeting Date: 04/30/2024 Item #5.

Parks Experience Overview

Park	Master Planning	Golf	Passive	Active	Landscape Architecture	Engineering	Environmental	Permitting
City of Miramar Linear Park / University Drive			✓					✓
BCPR South Fork New River			✓				✓	
BCPR Tradewinds Park Equestrian Trails	✓		✓		✓			
City of Fort Lauderdale Mills Pond Park			✓				✓	
City of Pembroke Pines Wetlands Park	✓		✓			✓	✓	✓
City of Weston C-11 Canal Trail			✓		✓			✓
City of Belle Isle Montmark Park			✓		✓			✓
Town of Davie Berman's Park Preserve			✓				✓	✓
City of Winter Park Howell Creek Preserve			✓		✓			
Town of Davie Trail Guides			✓			✓		
St. Lucie County Summerlin Park Dock			✓				✓	✓
St. Lucie County River Park Marina			✓				✓	✓
Volusia County Colby Alderman Park	✓		✓					✓
South County Park Main Access Road				✓			✓	✓
PBCP Coconut Cove Water Park & Recreation Area				✓		✓		✓
Broward College Pines Recreation Park				✓			✓	✓
Broward College Tigertail Recreation Center				✓	✓	✓		✓
Brevard County Micco Park				✓	✓	✓		✓
Capehart Community Park				✓	✓			✓
City of Coral Springs Sportsplex				✓			✓	✓
City of Fort Lauderdale Joseph C. Carter Park Improvements				✓	✓	✓		✓
City of Margate Calypso Cove Water Park				✓	✓	✓		✓
City of Miami Gibson Park Design Criteria Report				✓		✓		
City of Miami Jose Marti Park Gymnasium				✓				
City of Miami Moore Park Master Plan Design Criteria Report	✓			✓		✓		
City of Miami Orange Bowl Field at Moore Park				✓		✓		✓
City of Miramar Ansin Community Center				✓	✓	✓		✓
City of Miramar Recreation Redevelopment Plan				✓	✓			
City of Miramar Sunset Lakes Park Planning				✓	✓			
City of Pembroke Pines Central Park				✓	✓			
City of Pembroke Pines Flamingo Park Expansion				✓	✓	✓		✓
City of Pembroke Pines Recreation Center				✓		✓	✓	✓
Pembroke Pines SW Pines Nature and Recreation Park				✓		✓	✓	✓
City of Port St. Lucie McChesney Park Soccer Field Expansion				✓	✓	✓		✓
City of Port St. Lucie Torino Park Master Plan	✓			✓		✓		
City of Sunny Isles Beach Artificial Turf				✓		✓		✓
City of Sunny Isles Beach Pelican Community Park				✓	✓	✓		✓
City of Weston Athletic Park	✓			✓	✓	✓	✓	✓



# Experience And Technical Qualifications

Meeting Date: 04/30/2024 Item #5.

Parks Experience Overview

Park	Master Planning	Golf	Passive	Active	Landscape Architecture	Engineering	Environmental	Permitting
Indian Trail Community Park - Phase I	✓			✓				
Gene Polk Park Improvements	✓			✓	✓			✓
Green Springs Park	✓			✓	✓			✓
Hallandale Beach Foster Park Improvements				✓		✓		✓
Jessica Clinton Park				✓		✓		✓
John Prince Park Campground Improvements				✓		✓		✓
Lake Fairview Park/Trotters Park Conceptual Master Plan	✓			✓				
Lake Lytal Park Improvements				✓		✓		✓
Lakewood Ranch Regional Park Expansion				✓		✓	✓	✓
Lummus Park				✓		✓		✓
Manatee County Kinnan Park	✓			✓	✓	✓	✓	✓
Manatee County Bennett Park Master Plan	✓			✓	✓	✓	✓	✓
Manatee County PROS Continuing Service	✓			✓	✓	✓		
Miami-Dade County PROS Bailes Road Park				✓				
Miami-Dade County PROS Claire Rosichan Park				✓				
Miami-Dade County PROS Eureka Park				✓				
Miami-Dade County PROS Palm Glades Park -				✓				
Orlando Cultural Park Conceptual Master Plan	✓			✓				
Palm Beach County Buttonwood Park				✓		✓		✓
Palm Beach County Okeehetee Park Improvements				✓		✓		✓
Palm Beach County Parks and Recreation District Park "K"				✓				
Port St. Lucie Boating Access Study				✓			✓	
Riverbend Park Phase One				✓			✓	✓
Rock Lake Park	✓			✓	✓			✓
South Orange Youth Sports Complex	✓			✓	✓			✓
St. Lucie County Paradise Park				✓		✓	✓	✓
Town of Davie Clark Park				✓	✓			
Town of Davie Math Iglor Park				✓	✓			✓
Town of Davie SW 58th Avenue Park Surveying				✓				
Village of Wellington Park Gymnasium				✓		✓		✓
Broward County Parks Vista View Park Expansion				✓				
Wellington K-Park				✓		✓		✓
West Jupiter Recreation Center				✓	✓	✓		✓



The Miller Legg Team has extensive experience in helping to secure alternative funding for projects ranging from public budgeting to maximizing financing via grant research, writing and management. Miller Legg has successfully worked on numerous projects throughout the State of Florida, including the largest Broward County referendum for acquisition of conservation and open space. Broward County passed a \$400 million bond referendum for acquisition and preservation of conservation land, green space, open space and repair and enhancement of parks. The Team leveraged this program into more than \$5 million for the acquisition and realization of the proposed amenities of numerous sites in Florida including:



- Pelican Community Park, City of Sunny Isles Beach, \$200K FRDAP Grant
- Sandy Ridge Sanctuary, City of Coral Springs, \$1M Florida Community Trust Grant
- Academic Village, City of Pembroke Pines, \$1.9M Florida Community Trust Grant
- Sample Road, City of Coconut Creek, \$300K Florida Highway Beautification Council Grant and \$150K Broward Beautiful Grant
- North Andrews Garden Neighborhood Improvement, Broward County, \$4M, Federal Emergency Management Agency (FEMA)

Below is a detailed list of relevant projects for which Miller Legg was involved with grant funding and assistance.

**Coral Springs Sandy Ridge Sanctuary** - A 38-acre environmentally sensitive land (ESL) park site in Coral Springs. The project consists of the design for bicycle and walking trails, and interpretive signage, picnic and play areas, as well as native habitat restoration plantings and a gopher tortoise relocation preserve. A management plan was prepared for the Florida Communities Trust (FCT) that provided approximately \$2 million of grant support for this project. Awards: *Broward Beautiful First Place for Large Parks, Broward County, 2002; Award of Excellence, American Society of Landscape Architects, Florida Chapter, 2001; Florida Native Plant Society, 1999*  
*Client(s): City of Coral Springs*

**City of Sunny Isles Beach Pelican Community Park** - A three-acre active park site, for which Miller Legg managed landscape architecture, irrigation, engineering, surveying and architecture designs for a baseball field, recreation building, playground structure, gymnasium, and related site amenities within the City of Sunny Isles Beach. The project management team at Miller Legg received recognition from the City for their involvement in the design completion of the park. In addition, Miller Legg provided

construction observation services. In addition, we also provided grant assistance to secure a Florida Recreational Development Assistant Program (FRDAP) grant for \$200,000. FRDAP is a competitive grant program that provides financial assistance to local governments for development or acquisition of land for public outdoor recreational purposes.

*Client(s): City of Sunny Isles Beach*

**City of Lauderdale Lakes C-13 Pedestrian Bridge, Area 1** - For the design of this FDOT LAP-funded pedestrian bridge over the C-13 canal at NW 35 Avenue, Miller Legg provided a pedestrian link between the subdivisions of Oriole Estates and Northgate, allowing access to residents on the south side of the canal to the greenway trail being constructed on the north bank. Services included landscape architecture, surveying, certified arborist services, environmental permitting, SFWMD Canal ROW permitting, engineering and utility designation services, as well as geotechnical engineering services. Services were complemented by subconsultant T.Y. Lin International, who provided bridge design and construction services. This project ties into Broward County's Greenways System.



*Client(s): City of Lauderdale Lakes*

**City of Lauderdale Lakes C-13 Western Greenway** - This project is generally described as the design of an FDOT LAP-funded one-mile greenway along the southern C-13 canal bank from SR 7 to the Florida Turnpike. The Project is part of the overall Greenway Trail System for Broward County including two municipalities; the larger portion of which is in the City of Lauderdale Lakes, the remaining portion of which, is in the City of Oakland Park. The Greenway connects to a pedestrian bridge linking the proposed Greenway to an existing City Park, City Hall and the Park Lakes Elementary School. Services included landscape architecture, surveying, environmental permitting, SFWMD Canal ROW permitting, and engineering services.

*Client(s): City of Lauderdale Lakes*

**City of Lauderdale Lakes C-13 Southeastern Greenway, Area 3** - This project is generally described as the design of an FDOT LAP-funded one-mile greenway along the southern C-13 canal bank from SR 7 to the Florida Turnpike. The Project is part of the overall Greenway Trail System for Broward County including two municipalities; the larger portion of which is in the City of Lauderdale Lakes, the remaining portion of which, is in the City of Oakland Park. The proposed Greenway connects to a pedestrian bridge linking the proposed Greenway to an existing City Park, City Hall and the Park Lakes Elementary School. Services included landscape architecture, surveying, environmental permitting, SFWMD Canal ROW permitting, and engineering services.

*Client(s): City of Lauderdale Lakes*

**Southwest Pines Nature and Recreation Park** - A 56-acre active and passive municipal park located at 196th Avenue and Pines Boulevard in the City of Pembroke Pines. This unique park's features includes four soccer fields and one football facility as well as providing other active park elements with passive park facilities such as a boardwalk and 21 acres of

wetlands mitigation area. Services provided by Miller Legg include civil engineering, surveying, wetlands mitigation planning, permitting, assistance with grant writing, and mitigation construction observation. Miller Legg worked in concert with several other consultants to achieve this project.

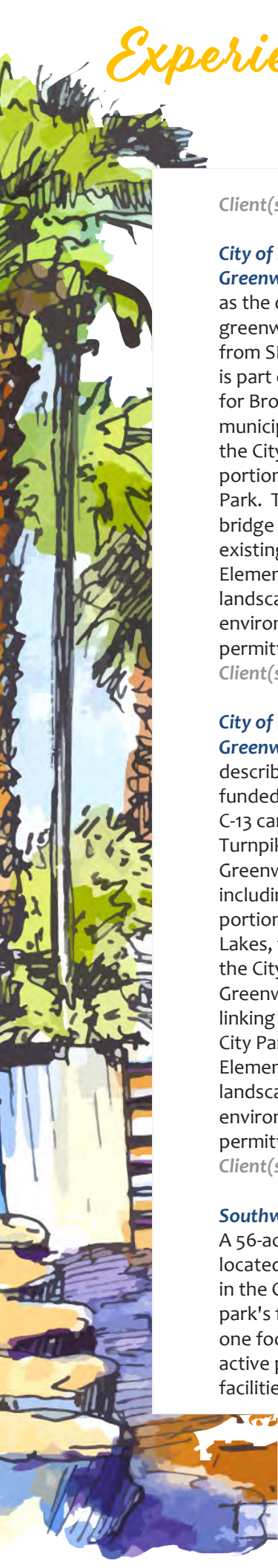
*Client(s): City of Pembroke Pines*

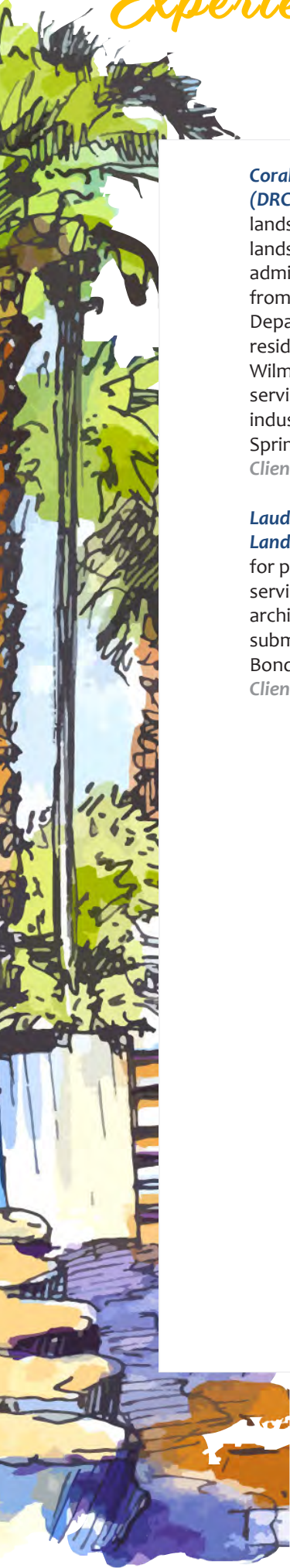
**Town of Southwest Ranches Florida Communities Trust (FCT) Grant Assistance** - Provided key consulting services in support of the town's pursuit of open space/park areas for acquisition. Services provided include environmental services to evaluate ecological and enhancement characteristics of multiple sites and grant assistance through Florida Communities Trust and Broward County Land Bond Program. The sites include the Southwest Meadows Sanctuary, Frontier Trails Park, Oakee Haschee Farms/New Testament Park and Country Estates Fishing Hole. This assistance helped facilitate the acquisition of these sites that the town now has the opportunity to improve and enhance for public benefit.

*Client(s): Town of Southwest Ranches*

**City of Coconut Creek SR7/US441 Landscape Beautification Grant from the Sawgrass Expressway to the County Line** - Conceptual plans for a two-mile stretch of SR 7/US 441 through the City of Coconut Creek served as exhibits to obtain funding through a Broward Beautiful Thoroughfare Beautification Grant Program. The conceptual design goal was to enhance the existing plant material, as well as provide an irrigation system within the existing roadway medians. This landscape corridor design is an integral part of the gateway to the City of Coconut Creek, as well as Broward County; and provides an overall unified beautification enhancement for the corridor. Surveying services were also provided.

*Client(s): City of Coconut Creek*





**Coral Springs Development Review Committee (DRC) Reviews** - Miller Legg provided landscape architecture DRC reviews and landscape field inspections including review, administering of and approval of City Grants from the Community Development Department for Street Tree Replacement for residential homeowner's post Hurricane Wilma. These fast-paced tasks included DRC services for residential, commercial and industrial sites throughout the City of Coral Springs.

*Client(s): City of Coral Springs*

**Lauderhill Continuing Services Contract for Landscape Architecture** - A continuing contract for planning and landscape architecture services. Services provided include landscape architecture, irrigation and grant applications submittals to the Broward County Safe Parks Bond Referendum and Broward Beautiful.

*Client(s): City of Lauderhill*

**City of Tamarac Prospect Road** - Landscape median corridor design for the City of Tamarac. Services provided included conceptual design through to final design documents for landscape and irrigation. Project included assistance in documents for bidding, cost estimates and coordination for a Broward Beautiful grant.

*Client(s): City of Tamarac*

**Sample Road Streetscape** - Miller Legg prepared the planting and hardscape design of this four-lane divided roadway in Broward County. The design incorporated existing trees and palms and established a plant and paver palette theme for future roadways within the City of Coconut Creek. In addition to landscape, irrigation and hardscape designs, grant preparation services were provided as part of this project. Award: Broward Beautiful Third Place for Roadway/Swale Beautification, Broward County, 2004

*Client(s): City of Coconut Creek*

*Grant Writing Assistance Experience*

RFP 2023-6-REC | PARKS AND RECREATION MASTER PLAN

### ATTACHMENT B REFERENCES

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE.

1. ENTITY/COMPANY NAME: City of Tamarac  
ADDRESS: 7525 NW 88th Avenue Tamarac, FL 33321  
CONTACT NAME & TITTLE: Gregory Warner, Dir of Parks & Recr.  
TELEPHONE: (954) 480-4433  
E-MAIL (REQUIRED): gwarner@deerfield-beach.com (formerly w/ Tamarac)  
CONTRACT PERIOD: FROM: 9/2020 TO: 6/2021

---

2. ENTITY/COMPANY NAME: City of Plantation  
ADDRESS: 9151 NW 2nd Avenue, Plantation, FL 33324  
CONTACT NAME & TITTLE: Patricia O'Toole, Asst. Dir of Parks & Recr.  
TELEPHONE: (954) 452-2516  
E-MAIL (REQUIRED): potoole@plantation.org  
CONTRACT PERIOD: FROM: 4/2019 TO: 1/2020

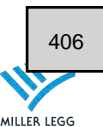
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3. ENTITY/COMPANY NAME: City of Weston  
ADDRESS: 2500 Weston Road, Weston, FL 33331  
CONTACT NAME & TITTLE: Kara Petty, Dir of Parks and Recreation  
TELEPHONE: (954) 389-4321  
E-MAIL (REQUIRED): kpetty@westonfl.org  
CONTRACT PERIOD: FROM: 12/2021 TO: 9/2022

This page shall be completed IN FULL and submitted with your bid/proposal.



Project References - Attachment B



*D. Cost Proposal  
(Separate Sealed Envelope)*



This section is excluded from the bound submittal package as it is to be included only in a separate sealed envelope to be opened by the Selection Committee after review of the qualifications packages and ranking, per RFQ, Page 44 of 64.





# *E. Required Attachments*



RFP 2023-6-REC | PARKS AND RECREATION MASTER PLAN

ATTACHMENT A  
(Page 1 of 5)

City of Cooper City, Florida

PROPOSAL FORMS

*Attachment A*

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Parks and Recreation Master Plan  
RFP 2023-6-REC

Proposal Due: Wednesday, January 31, 2024

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For Information Contact:

The Purchasing Division  
[Purchasing@cooperCity.gov](mailto:Purchasing@cooperCity.gov)

Release Date: Friday, December 22, 2023

Submitted by: Miller Legg & Associates, Inc.  
(Company name)



RFP 2023-6-REC | PARKS AND RECREATION MASTER PLAN

**ATTACHMENT A**  
(Page 2 of 5)

**Project:** Parks and Recreation Master Plan  
**Contract Identification:** RFP 2023-6-REC  
**Bids submitted to:** Office of the City Clerk  
City of Cooper City  
9090 SW 50 Place  
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid/Proposal is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this Bid/Proposal and in accordance with the other terms and conditions of the contract documents.
2. Proposer accepts all of the terms and conditions of the advertisement of Request for Proposal and Instruction to Proposers including, without limitation, those dealing with the Bid/Proposal requirements. This Bid/Proposal will remain in full force for one hundred and twenty (120) days from the date of the Bid/Proposal opening. Proposer will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
3. In submitting this Bid/Proposal, Proposer represents, as more fully set forth in the Agreement that:
  - a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to proposers.
  - b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
  - c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
  - d. Proposer has correlated the results of his/her studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
  - e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
  - f. This Bid/Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Bid, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.
4. Bid/Proposal Copies  
ONE (1) ORIGINAL (UNBOUND) COPY, FIVE (5) BOUND PHOTOCOPIES and ONE (1) ELECTRONIC COPY (Flash Drive) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk.
5. Addenda, Additional Information-Contact Purchasing Division



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Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Proposal and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

**ATTACHMENT A**  
(Page 3 of 5)

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City - Purchasing Division. Questions must be emailed to [Purchasing@cooperCity.gov](mailto:Purchasing@cooperCity.gov), who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Friday, January 19, 2024 at 3:00 PM (EST).**

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

6. Checklist of documents to be included in submittal.

<input checked="" type="checkbox"/>	Proposal Form (Completed and Signed)
<input checked="" type="checkbox"/>	Reference Form
<input checked="" type="checkbox"/>	Public Entity Crimes (PEC) Form
<input checked="" type="checkbox"/>	ADA Affidavit
<input checked="" type="checkbox"/>	Business Entity Affidavit
<input checked="" type="checkbox"/>	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
<input checked="" type="checkbox"/>	W-9, Request for Taxpayer Identification Number
<input checked="" type="checkbox"/>	Proof of Workers Compensation Insurance or Exemption
<input checked="" type="checkbox"/>	Proof of Liability Insurance
<input checked="" type="checkbox"/>	Ownership Disclosure Affidavit
<input checked="" type="checkbox"/>	Drug-Free Workplace Certificate
<input checked="" type="checkbox"/>	Employee Background Verification Affidavit
<input checked="" type="checkbox"/>	Scrutinized Companies Affidavit
<input checked="" type="checkbox"/>	Non-Conflict of Interest Statement
<input checked="" type="checkbox"/>	E-Verify Form

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ATTACHMENT A

(Page 4 of 5)

Bidder's Contact Information

Name of Company: Miller Legg & Associates, Inc.  
 Address: 13680 NW 5th Street, Suite 200  
Sunrise, FL 33325  
 Type of Business: Corporation  
 Company's Website: www.millerlegg.com

Authorized Signatory Contact: Michael D. Kroll, RLA, FASLA  
 Title: President  
 Tel: (954) 436-7000 Mobile: (954) 980-0160  
 Email Address (Required): mkroll@millerlegg.com

Primary Contact: Michael D. Kroll, RLA, FASLA  
 Title: President  
 Tel: (954) 436-7000 Mobile: (954) 980-0160  
 Email Address (Required): mkroll@millerlegg.com

Additional Contact & Title: Leslie Hernandez, CPA, CFO  
 Tel: (954) 436-7000 Mobile: (954) 632-3969  
 Email Address (Required): lhernandez@millerlegg.com

Remit to Address: 13680 NW 5th Street, Suite 200, Sunrise, FL 33325  
 Remit to Contact: Name: Leslie Hernandez Tel: (954) 436-7000  
 Remit to Email: lhernandez@millerlegg.com

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ATTACHMENT B  
REFERENCES

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE.

1. ENTITY/COMPANY NAME: City of Tamarac  
ADDRESS: 7525 NW 88th Avenue Tamarac, FL 33321  
CONTACT NAME & TITTLE: Gregory Warner, Dir of Parks & Recr.  
TELEPHONE: (954) 480-4433  
E-MAIL (REQUIRED): gwarner@deerfield-beach.com (formerly w/ Tamarac)  
CONTRACT PERIOD: FROM: 9/2020 TO: 6/2021

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2. ENTITY/COMPANY NAME: City of Plantation  
ADDRESS: 9151 NW 2nd Avenue, Plantation, FL 33324  
CONTACT NAME & TITTLE: Patricia O'Toole, Asst. Dir of Parks & Recr.  
TELEPHONE: (954) 452-2516  
E-MAIL (REQUIRED): potoole@plantation.org  
CONTRACT PERIOD: FROM: 4/2019 TO: 1/2020

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3. ENTITY/COMPANY NAME: City of Weston  
ADDRESS: 2500 Weston Road, Weston, FL 33331  
CONTACT NAME & TITTLE: Kara Petty, Dir of Parks and Recreation  
TELEPHONE: (954) 389-4321  
E-MAIL (REQUIRED): kpetty@westonfl.org  
CONTRACT PERIOD: FROM: 12/2021 TO: 9/2022

This page shall be completed IN FULL and submitted with your bid/proposal.



ATTACHMENT C  
(Page 1 of 2)

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A  
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Michael D. Kroll, RLA, FASLA, President  
(print individual's name and title)

for: Miller Legg & Associates, Inc.  
(print name of entity submitting sworn statement)

whose business address is: 13680 NW 5th Street, Suite 200, Sunrise, FL 33325

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0563467.

(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



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which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers,

ATTACHMENT C  
(Page 2 of 2)

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature





ATTACHMENT D

AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Michael D. Kroll, RLA, FASLA, President  
(print individual's name and title)

for: Miller Legg & Associates, Inc.  
(print name of entity submitting sworn statement)

whose business address is: 13680 NW 5th Street, Suite 200, Sunrise, FL 33325

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0563467  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_.)

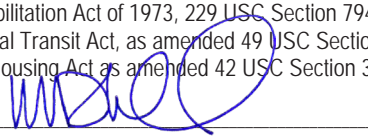
I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.



Signature

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ATTACHMENT E

BUSINESS ENTITY AFFIDAVIT

I, Michael D. Kroll, RLA, FASLA, 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:

65-0563467  
Federal Employer Identification Number (FEIN) (If none, Social Security Number)

Miller Legg & Associates, Inc.  
Name of Entity, Individual, Partners or Corporation

Miller Legg  
Doing Business As (If same as above, leave blank)

13680 NW 5th Street, Suite 200, Sunrise, FL 33325  
Street Address City State

Florida - April 1, 1995  
State and Date of Incorporation:

[Signature] 1/31/2024  
Signature of Affiant Date

Michael K. Kroll, RLA, FASLA 1/31/2024  
Print Name Date





### ATTACHMENT F

#### FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM DEPARTMENT OF STATE CORPORATE CHARTER NO. N/A

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 from 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.
- (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.

The list of activities of subsection (2) is not exhaustive.

Please check one of the following if your firm is NOT a corporation:

- (I)  Partnership, Joint Venture, Estate or Trust
- (II)  Sole Proprieties of Self Employed

**NOTE:** This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

\_\_\_\_\_  
PROPOSER'S LEGAL NAME

### Attachment G



**Form W-9**  
Request for Taxpayer Identification Number and Certification

Department of the Treasury  
Internal Revenue Service

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax returns. Name is required on this line, do not leave this line blank.)  
**Miller Legg & Associates, Inc.**

2 Business name/disregarded entity name, if different from above  
**Miller Legg**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) \_\_\_\_\_  
**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  
 Other (see instructions) \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**13680 NW 5th Street, Suite 200**

6 City, state, and ZIP code  
**Sunrise, FL 33325**

7 List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**  
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.  
**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number  
\_\_\_\_ - \_\_\_\_ - \_\_\_\_  
OR  
Employer identification number  
**65 - 0563467**

**Part II Certification**  
Under penalties of perjury, I certify that:  
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and  
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and  
3. I am a U.S. citizen or other U.S. person (defined below); and  
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  
**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person **Bruce Demandy** Date **1/31/2024**

**General Instructions**  
Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).  
**Purpose of Form**  
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:  
• Form 1099-DIV (dividends, including those from stocks or mutual funds)  
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)  
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)  
• Form 1099-S (proceeds from real estate transactions)  
• Form 1099-K (merchant card and third party network transactions)  
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)  
• Form 1099-C (canceled debt)  
• Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Cat. No. 10291X Form **W-9** (Rev. 10-2018)

# E. Required Attachments

Attachment H



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. 4220 Duncan Avenue Suite 401 St Louis, MO 63110	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL: ADDRESS:
INSURED Miller Legg & Associates, Inc. 13680 NW 5 Street, Suite 200 Sunrise, FL 33325	INSURER(S) AFFORDING COVERAGE INSURER A: ZURICH AMER INS CO 16535 INSURER B: AMERICAN GUAR & LIAB INS 26247 INSURER C: TRAVELERS CAS & SURETY CO OF AMER 31194 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 69982646 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 ITR	TYPE OF INSURANCE	ADDITIONAL SUBR (MSD) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		GL04293036	11/01/23	11/01/24	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		RAP4293037	11/01/23	11/01/24	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$		SX84459762	11/01/23	11/01/24	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	WC4293035	11/01/23	11/01/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		107222698	02/21/23	02/21/24	Per Claim/Agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
For Proposal Purposes  
The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies.

CERTIFICATE HOLDER For Proposal Purposes 5747 N. Andrews Way Fort Lauderdale, FL 33309 USA	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 <i>Aon Risk Services Central, Inc.</i>
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ACORD 25 (2016/03) becky.hardin@aon.com 69982646 The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.



ATTACHMENT I  
OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract 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
<b>Michael D. Kroll</b>	<b>1297 Terrystone Court, Weston, FL 33326</b>	<b>7.27 %</b>
<b>Dylan Larson</b>	<b>40 NW 76th Ave., Unit 203-1, Plantation, FL 33324</b>	<b>6.15 %</b>
<b>Leslie Hernandez</b>	<b>2337 NW 187th Ave., Pembroke Pines, FL 33029</b>	<b>5.45 %</b>
<b>HFW Group, LLC</b>	<b>401 Pine Street, St. Louis., MO 63102</b>	<b>80.00 %</b>

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:

N/A

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Signature of Affiant

**Michael K. Kroll, RLA, FASLA**

Print Name

**1/31/2024**

Date



ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (print or type name of firm)  
**Miller Legg & Associates, Inc.**

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than THREE (3)days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Signature of Affiant

**Michael K. Kroll, RLA, FASLA**

Print Name

**1/31/2024**

Date



ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, Michael Kroll of Miller Legg & Associates, Inc., 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.

*[Handwritten Signature]*

Signature of Affiant

Michael K. Kroll, RLA, FASLA

Print Name

1/31/2024

Date





ATTACHMENT L

Scrutinized Companies Affidavit
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

Michael Kroll, RLA, FASLA, President, on behalf of, Miller Legg & Associates, Inc.

Print Name and Title

Company Name

certify that Miller Legg & Associates, Inc. does not:

Company Name

- 1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Miller Legg & Associates, Inc.

COMPANY NAME

Michael D. Kroll, RLA, FASLA, President

PRINT NAME & TITLE

Handwritten signature of Michael D. Kroll

SIGNATURE



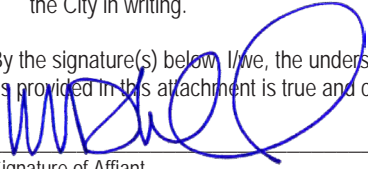


ATTACHMENT M

NON-CONFLICT OF INTEREST STATEMENT

1. A. I am the **President** of **Miller Legg & Associates, Inc.** with a  
[Insert Title] [Insert Company Name]
  - a. local office in **Sunrise** and principal office in **Sunrise**.
2. The entity hereby submits a proposal/offer in response to RFP 2023-6-REC, Parks and Recreation Master Plan.
3. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
4. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
5. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
7. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
8. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
9. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.
10. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

  
\_\_\_\_\_  
Signature of Affiant

**Michael D. Kroll, RLA, FASLA, President**  
Printed Name & Title of Affiant



ATTACHMENT N  
(Page 1 of 2)

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES  
TO BE RETURNED WITH PROPOSAL

Project Name: Parks and Recreation Master Plan  
Project No.: RFP 2023-6-REC

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

RFP 2023-6-REC | PARKS AND RECREATION MASTER PLAN

Attachment N



a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.


**ATTACHMENT N**  
(Page 2 of 2)

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	<b>Miller Legg &amp; Associates, Inc.</b>
Authorized Signature:	
Print Name:	<b>Michael D. Kroll, RLA, FASLA</b>
Title	<b>President</b>
Date:	<b>1/31/2024</b>
Phone:	<b>(954) 436-7000</b>

**Michael Kroll, RLA, FASLA**  
**President**  
**954.628.3651**  
**mkroll@millerlegg.com**



**ATTACHMENT A**

(Page 5 of 5)

**COST PROPOSAL SHEET  
FOR  
Parks and Recreation Master Plan  
MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE**

Item No.	Item Description		Total
1	Not to Exceed Cost:		\$ 173,500
2	Expenses (Services, fees, hourly rates, other charges)		\$ 1,000
3	Anticipated Number of Total Hours Required to Complete Project	Total Hours	1,400 Hours

**Notes:**

- Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- Proposer shall include all services and associated fees. Proposer shall itemize all services, including hourly rates for all professional, technical and support personnel, and other charges related to the completion of the work.
- The proposer is advised to consider any inflation expected during the term of the contract. In addition, the price proposal must also include the proposed timeframe for the Master Plan completion.
- Alternate proposals will not be considered unless authorized in the RFP document.



# Request for Proposal Parks and Recreation Master Plan RFP 2023-6-REC

March 6, 2024 | Miller Legg #24-00001

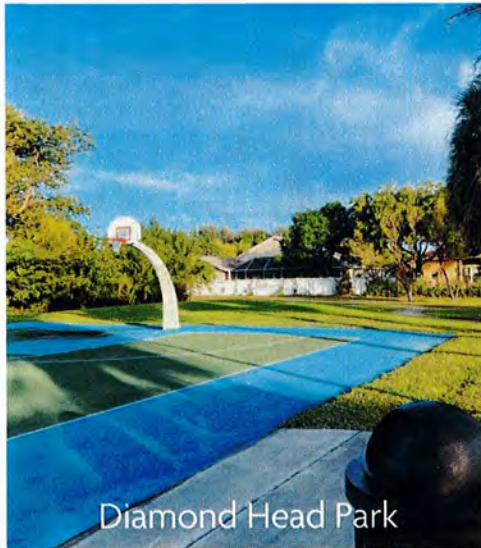
CITY OF  
**Cooper City**  
*Someplace Special*



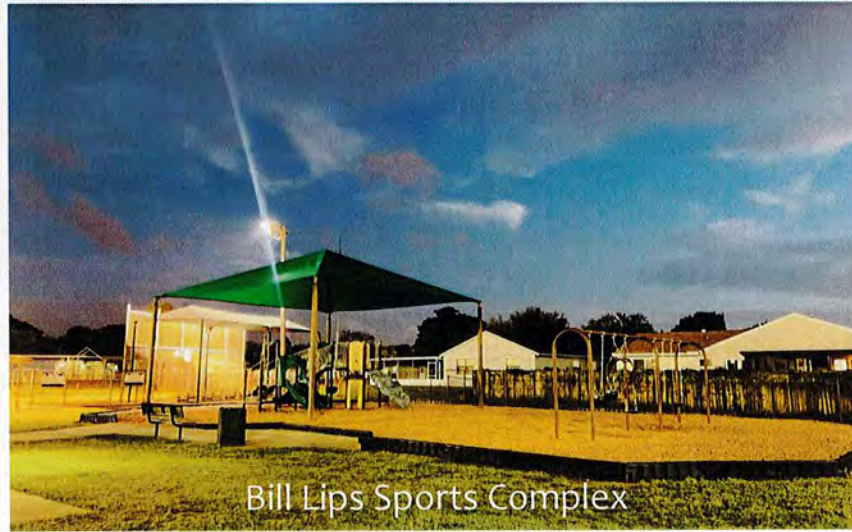




# COOPER CITY PARKS AND RECREATION



Diamond Head Park



Bill Lips Sports Complex



City of Cooper City Parks and Recreation Master Plan RFP 2023-6-REC | 03/06/2024 | Miller Legg No. 24-00001



# COOPER CITY PARKS AND RECREATION

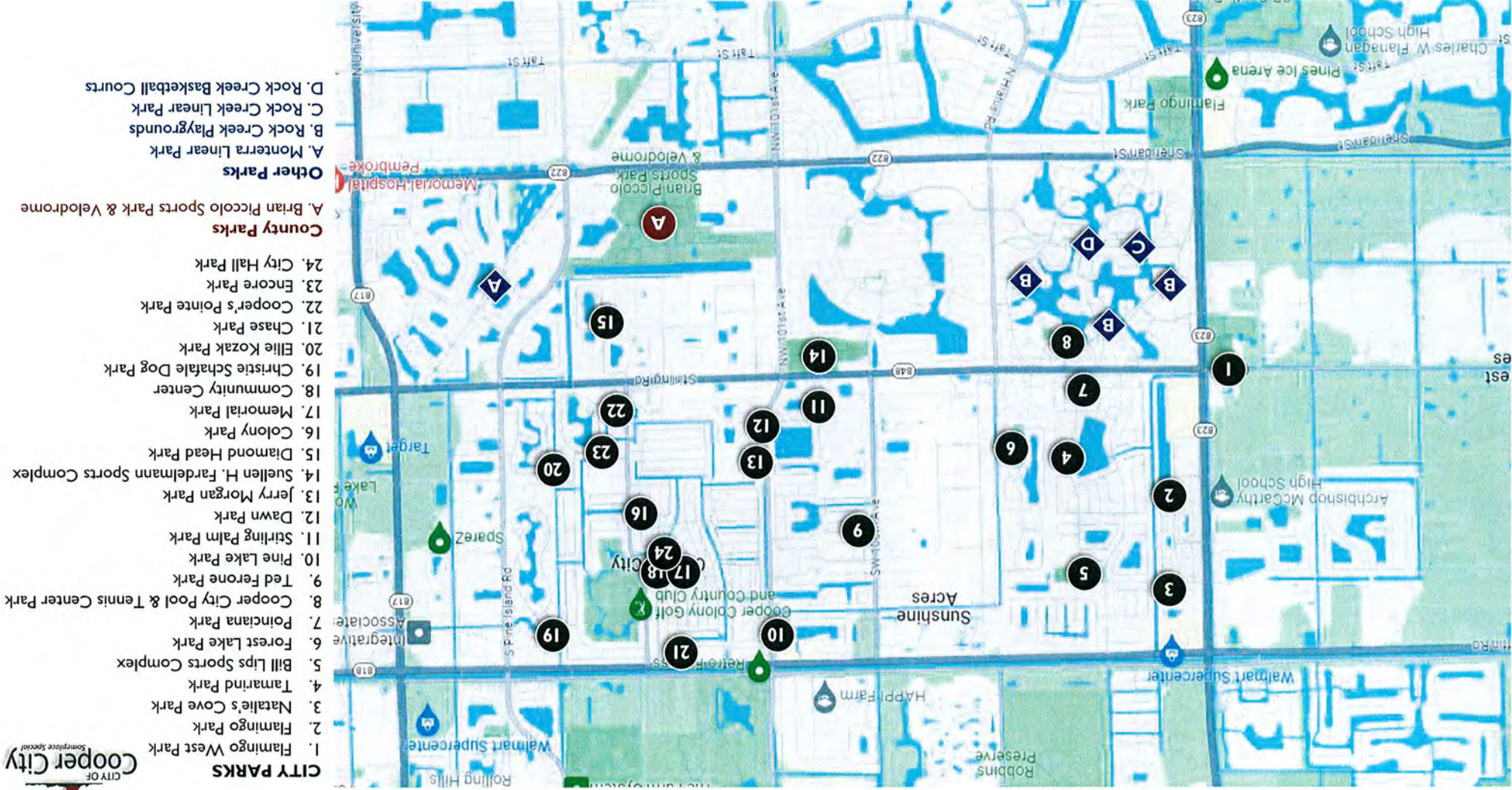


Flamingo Park



Christie Schafale Park

# City Parks



- CITY PARKS**
1. Flamingo West Park
  2. Flamingo Park
  3. Natalie's Cove Park
  4. Tamarind Park
  5. Bill Lips Sports Complex
  6. Forest Lake Park
  7. PoINCIANA Park
  8. Cooper City Pool & Tennis Center Park
  9. Ted FeronE Park
  10. Pine Lake Park
  11. Stirling Palm Park
  12. Dawn Park
  13. Jerry Morgan Park
  14. SuelLEN H. Fardelmann Sports Complex
  15. Diamond Head Park
  16. Colony Park
  17. Memorial Center
  18. Community Center
  19. Christie Schafale Dog Park
  20. Ellie Kozak Park
  21. Chase Park
  22. Cooper's Pointe Park
  23. Encore Park
  24. City Hall Park
- County Parks**
- A. Brian Piccolo Sports Park & Velodrome
- Other Parks**
- A. Monterra Linear Park
  - B. Rock Creek Playgrounds
  - C. Rock Creek Linear Park
  - D. Rock Creek Basketball Courts



## OUR KNOWLEDGE

### INVENTORY AND ASSESSMENT

#### A Legg Up!

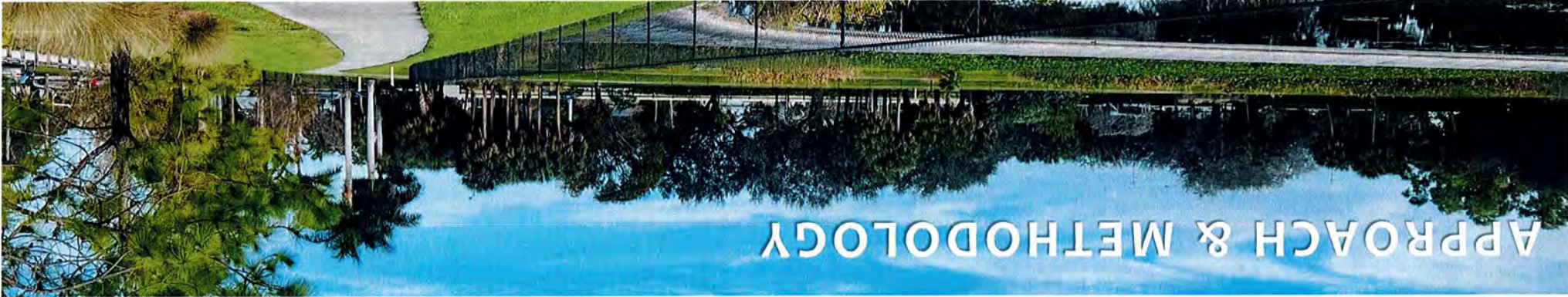
- “Someplace Special”
  - Known as an excellent place to “grow families”
  - Lower crime rates than surrounding communities
- We are almost built out!
  - Focus on redevelopment and enhancements
- Approximately 34,400 residents
  - Largest age groups: 40-59 years and 19 & under years
  - Family Oriented Community
  - Single Family Homes
  - Extensive school and park systems
- Improve connectivity within our City and to our neighboring communities



City of Cooper City Parks and Recreation Master Plan RFP 2023-6-REC | 03/06/2024 | Miller Legg No. 24-00001

- Local residents of the City
  - Served on City Advisory Boards
  - 45+ years Davie-Cooper City Chamber of Commerce member and leadership
  - Member, Broward League of Cities
- A Legg Up!

## OUR KNOWLEDGE: COMMUNITY INVENTORY AND ASSESSMENT





## City of Cooper City

**LIUDMILA FUENTES, MLA**  
Project Manager

**MICHAEL D. KROLL, RLA, FASLA**  
Principal-in-Charge

**JACK KARDYS**  
Senior Recreation Planner

**MICHAEL BRADLEY, RLA**  
Recreation Planner



**BRIAN SHORE, RLA**  
Landscape Architect / Planner

**DYLAN LARSON, SPWS, CEP**  
Sustainability Principal

**JENNIFER SHIPLEY**  
Planning Technician

**WILLIAM MOHLER, CA, PWS, CLI**  
GIS Specialist

**KAILYN HASKOVEC**  
Associate



**ETHAN ADAMS**  
Associate

**KARA SNAWDER**  
Senior Data Analyst

**ART THATCHER, MPA, CPRP**  
Manager



**LISA PARADIS, MBA, CPRP**  
Senior Manager

**BECKY DUNLAP, CPRP**  
Senior Consultant

**Primary Responsibilities:**

- Public Involvement
- Needs Assessment
- Community Outreach
- Trends Analysis
- Program Analysis
- Level of Services
- GIS-based Mapping / Data Capital

**Primary Responsibilities:**

- Inventory Analysis
- Level of Service
- Public Involvement
- Site Analysis
- Needs Assessment
- Community Outreach
- Project Webpage
- GIS-based Mapping/Data
- Capital Recommendations and Costing
- Draft and Final Feasibility Study Documents

**Primary Responsibilities:**

- Survey Design & Implementation
- Economic and Feasibility Planning
- Recreational Market Research
- Strategic Analysis
- Policy Formulation

# PROJECT TEAM



**Michael Kroil, RLA, FASLA**  
Principal-in-Charge  
39 Years



**Lidumilia Fuentes, MLA**  
Project Manager  
6 Years



**Jack Kardys**  
Senior Planner  
42 Years



**Michael Bradley, RLA**  
Recreation Planner  
5 Years



**Art Thatcher, MPA, CPRP**  
Manager  
45 Years



**Kailyn Haskovec**  
Associate  
7 Years

- Weston Parks & Recreation Master Plan
- Opa-Locka Parks and Recreation Master Plan
- Greater Boca Raton Beach and Parks District Ocean Breeze Master Plan
- Palm Coast / Flagler County Parks and Recreation Master Plan
- Oakland Park Parks & Recreation Master Plan
- Tamarac East Side Parks Feasibility Study

- Weston Parks & Recreation Master Plan
- Opa-Locka Parks and Recreation Master Plan
- Greater Boca Raton Beach and Parks District Ocean Breeze Master Plan
- Palm Coast / Flagler County Parks and Recreation Master Plan
- Plantation Parks & Recreation Master Plan
- Tamarac East Side Parks Feasibility Study

- Miami-Dade County PROS Park, Recreation and Open Space Planning
- Winter Haven Master Plan
- Greater Boca Raton Beach and Parks District Ocean Operations and Maintenance Analysis
- Tamarac Recreation Program CAPRA Training
- City of Doral Recreation Programming Planning Phase I
- Monroe County Rowell's Waterfront Park Master Plan

- Plantation Parks & Recreation Master Plan
- Opa-Locka Parks and Recreation Master Plan
- Greater Boca Raton Beach and Parks District Ocean Update
- Martin County Parks and Recreation Master Plan
- Palm Coast / Flagler County Parks and Recreation Master Plan
- Town of Davie Governor Leroy Collins Farm Park
- Tamarac East Side Parks Feasibility Study

- Opa-Locka Parks and Recreation Master Plan
- Amherst NY Recreation and Parks Master Plan
- Update
- Martin County Parks and Recreation Master Plan
- Palm Coast / Flagler County Parks and Recreation Master Plan
- Palm Beach County Community Needs Assessment for Parks and Recreation

- Weston Parks & Recreation Master Plan
- Palm Coast / Flagler County Parks and Recreation Master Plan
- Alachua County Parks, Recreation & Community Needs Assessment
- Boca Raton Parks, Recreation & Community Needs Assessment

City of Cooper City Parks and Recreation Master Plan RFP 2023-6-REC | 03/06/2024 | Miller Legg No. 24-00001





# PROJECT TEAM

## TEAM ASSEMBLED FOR YOUR PROJECT

### Miller Legg



Award-winning team – park planning, landscape architecture, GIS, civil, survey and environmental



Completed over 250 parks and recreation facilities - dozens of feasibility and master plan projects



58 Years in Business



Headquartered in Broward County





City of Cooper City Parks and Recreation Master Plan RFP 2023-6-REC | 03/06/2024 | Miller Legg No. 24-00001



Consultants who have been on your side of the table



Customized approach with national and regional experience



Relationships with staff and stakeholders is key to a successful plan



Bring best practices from national work



Understand parks and recreation role in extraordinary places



- 600+ Parks and Recreation Master Plans

Experienced and curious consultants

**Berry Dunn**



# PROJECT TEAM



## RRC Associates



Over 175 surveys for park planning projects nationwide



Statistically valid surveys

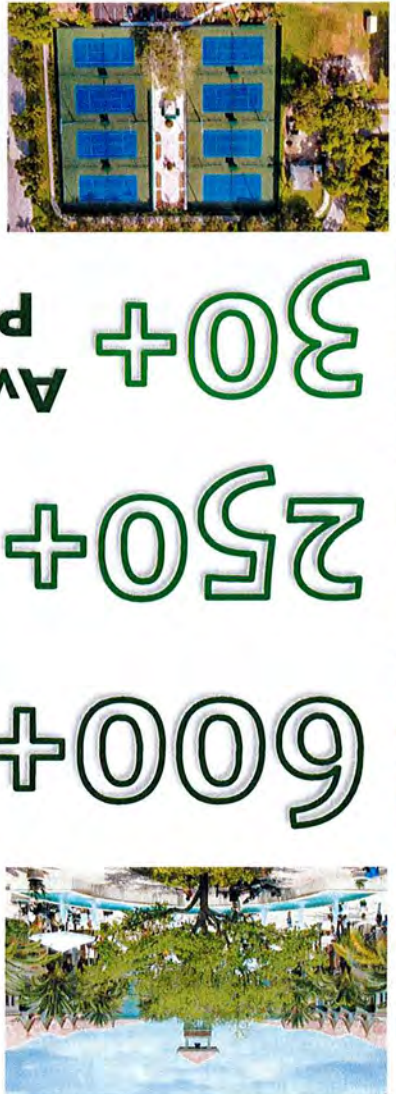
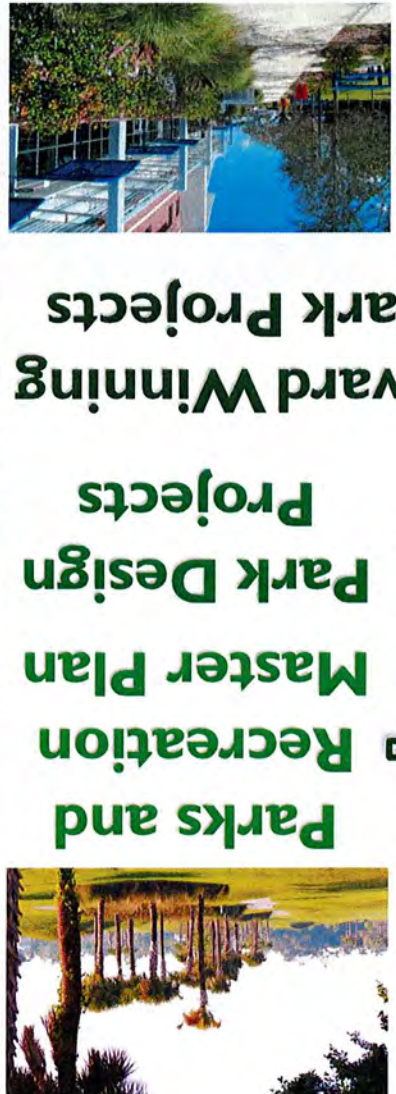


Defensible mechanism for decisions and recommendations



Web and social media outlets

City of Cooper City Parks and Recreation Master Plan RFP 2023-6-REC | 03/06/2024 | Miller Legg No. 24-00001

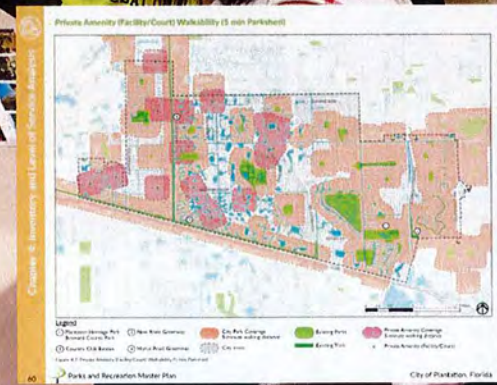


600+ Parks and Recreation Master Plan  
250+ Park Design Projects  
30+ Award Winning Park Projects



OUR EXPERIENCE

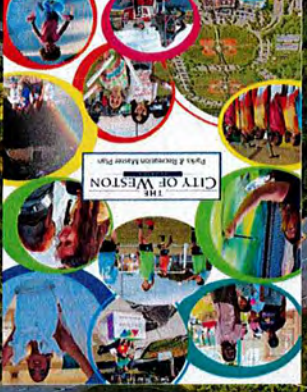
# PARK AND RECREATION MASTER PLAN: CITY OF PLANTATION





**PARK AND RECREATION MASTER PLAN:  
CITY OF WESTON**

**OUR EXPERIENCE**



OUR EXPERIENCE

# PARK AND RECREATION MASTER PLAN: CITY OF TAMARAC





OUR EXPERIENCE

PARK AND RECREATION MASTER PLAN  
CITY OF OPA-LOCCA

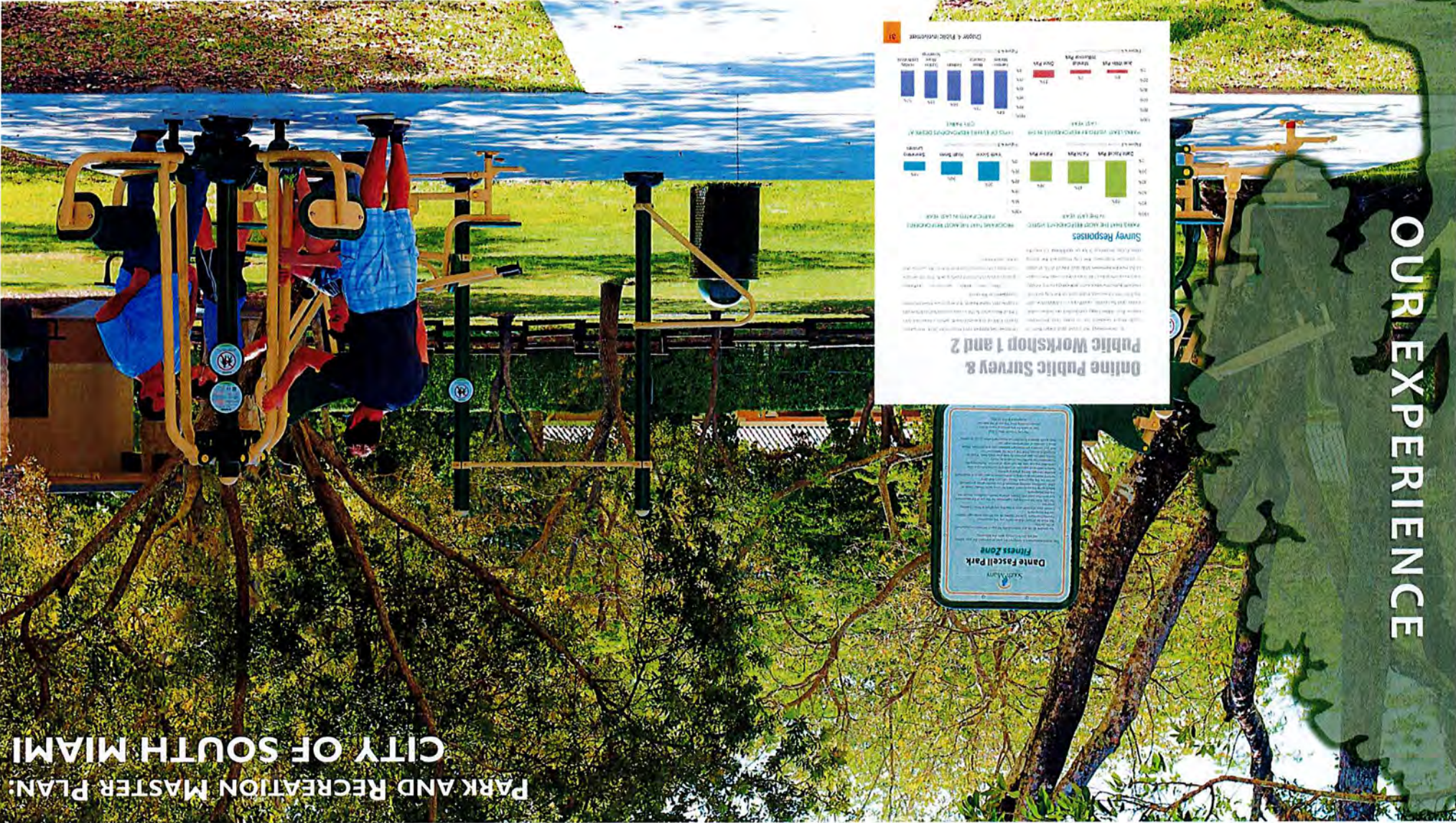




# PARK AND RECREATION MASTER PLAN: CITY OF OAKLAND PARK

OUR EXPERIENCE





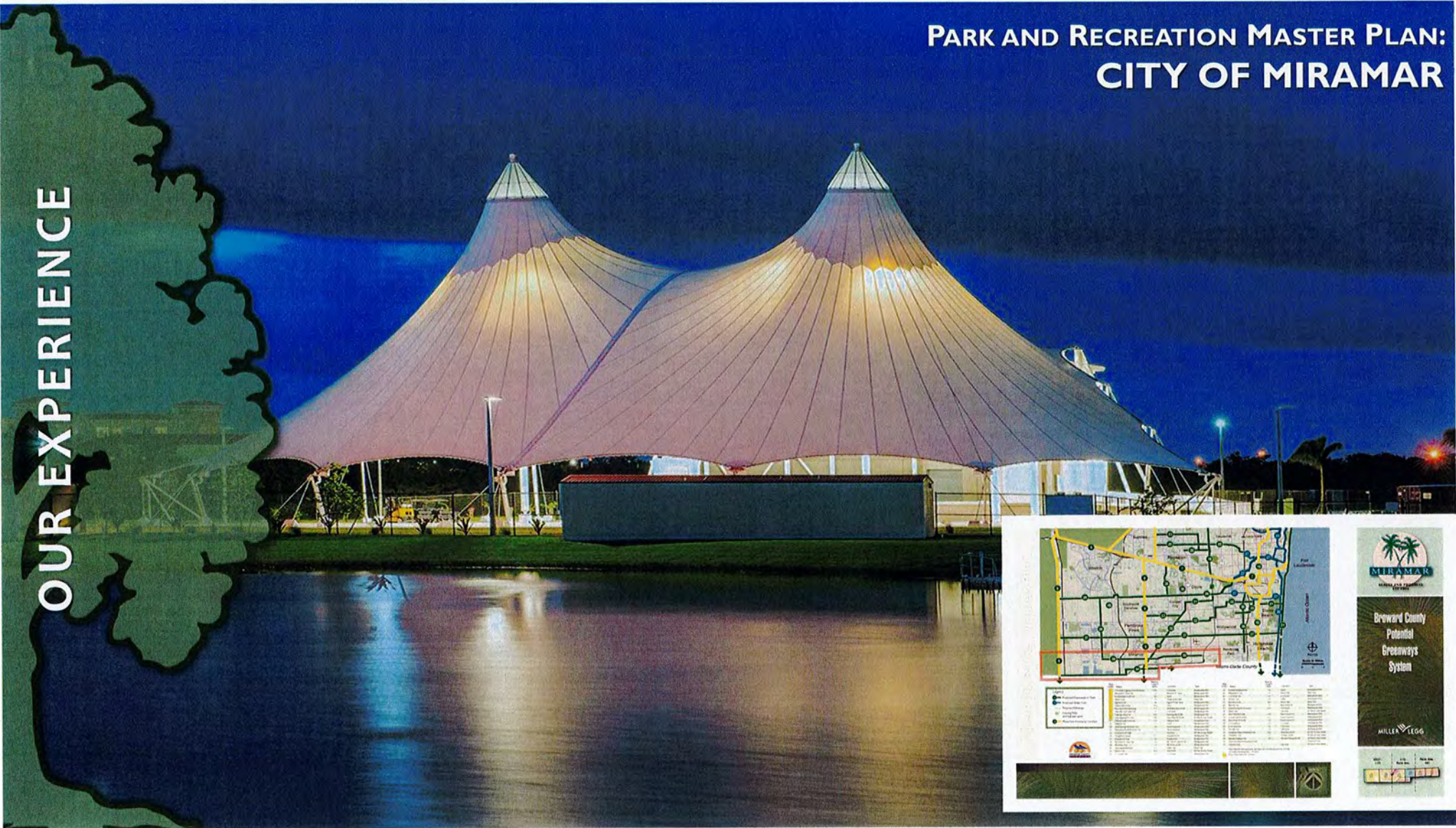
**PARK AND RECREATION MASTER PLAN:  
CITY OF SOUTH MIAMI**



**OUR EXPERIENCE**

# PARK AND RECREATION MASTER PLAN: CITY OF MIRAMAR

OUR EXPERIENCE



A collage of documents related to the project. On the left is a map of the city with various greenways and trails highlighted in yellow and green. Below the map is a legend with symbols for different types of greenways and trails. On the right is the cover page of the 'Broward County Potential Greenways System' report, featuring the Miramar logo and the Miller Legg logo.



# PARK AND RECREATION MASTER PLAN: MARTIN COUNTY

OUR EXPERIENCE



# APPROACH & METHODOLOGY

## How Parks and Recreation Has Changed Forever

City of Cooper City Parks and Recreation Master Plan RFP 2023-6-REC | 03/06/2024 | Miller Legg No. 24-00001

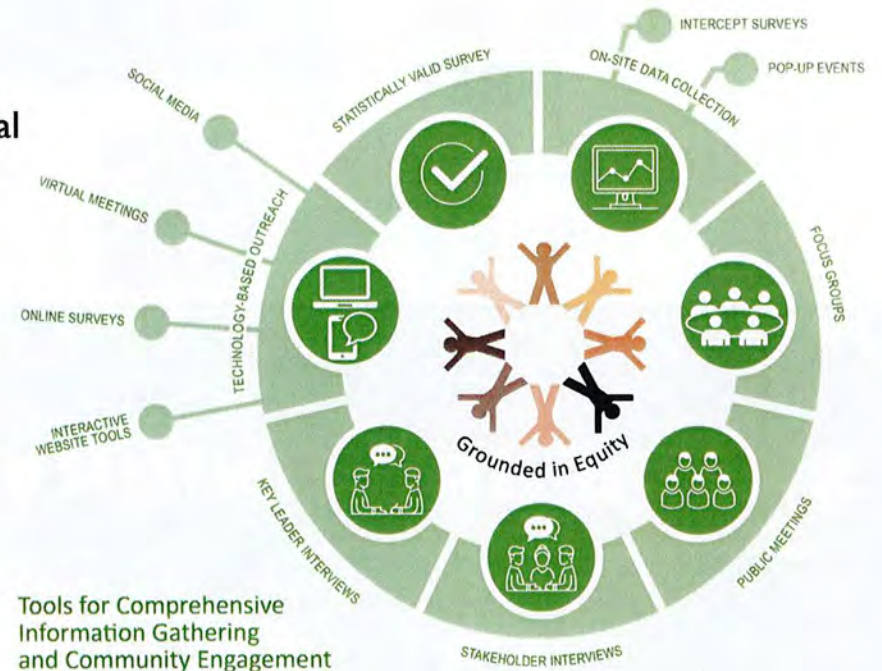




## PUBLIC INVOLVEMENT STRATEGY

### A Mix of Traditional & Modern Focused Engagement Tools

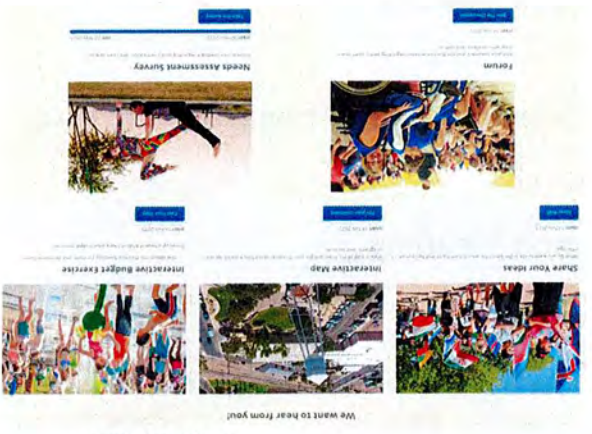
- Engagement Strategy coordination
- Key Stakeholders | In-Person Meetings
- Statistically Valid Surveys
- Online | Social Media
- Public Input Sessions | In-person & Virtual
- Website | Mobile App Development
- Placer AI | Social Pinpoint





Your ideas will create our future. Please share your thoughts!

- Other/Misc.
- Historic Identity
- Recreation Centers and Sports Complexes
- Events, Services, Programs
- Multi-use Paths, Nature, Open Space
- parks



Gilbert, Arizona  
Engagement Site



City of Cooper City Parks and Recreation Master Plan RFP 2023-6-REC | 03/06/2024 | Miller Legg No. 24-00001



Budget Responses

20

Comments

396

Unique Users

1383

Total Visits

4,570



# KICKOFF & DEPARTMENT MISSION VISION & OBJECTIVES

## Individual Meetings with City Commissioners

### Build Upon Existing Documents

- Parks & Recreation Department
  - Administrative Policies and Procedures
  - Strategic Plans or Incentives
- Landscape Beautification Plan
- Comprehensive Plan Parks, Recreation, Open Space and Conservation Element
- Capital Improvement Plan
- Broward County Cultural Division Creative Broward 2020 Plan
- Broward MPO Long Range Comprehensive Plan
- Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP)
- Southeast Florida Regional Planning Council Seven50 Plan
- Southeast Florida Regional Climate Action Plan 3.0
- 10-Minute Walk Program
- CAPRA 6th Edition 2019 National Accreditation Standards

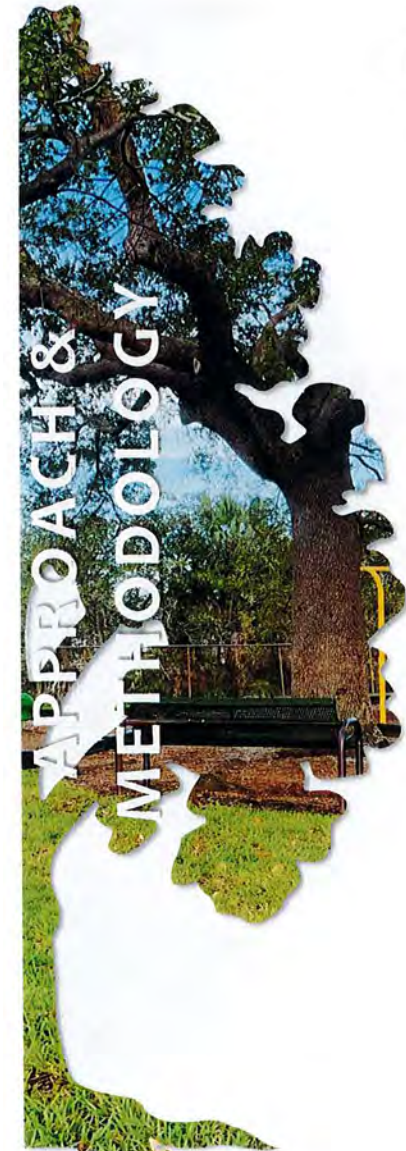
### City and Department Leadership Intent of Study

- Priorities
- Vision
- Objectives



Summary of Goals and Objectives

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• City's Parks &amp; Facilities need continual improvement</li> <li>• Adequate budget for maintenance</li> <li>• Improve awareness of City parks, programs, and events</li> <li>• Establish a recognizable identity of City Parks &amp; Programs</li> <li>• Identify &amp; secure additional revenue</li> <li>• Provide diverse parks &amp; programs to serve all residents</li> <li>• Improve training to provide quality parks &amp; recreation services</li> </ul> | <ul style="list-style-type: none"> <li>• Establish &amp; communicate a defined schedule of programs</li> <li>• Provide adequate open play areas for use by non-organized groups</li> <li>• Provide more shaded park areas</li> <li>• Provide accessible &amp; barrier-free facilities</li> <li>• Conduct &amp; communicate more family oriented events</li> <li>• Create additional green corridors</li> </ul> |
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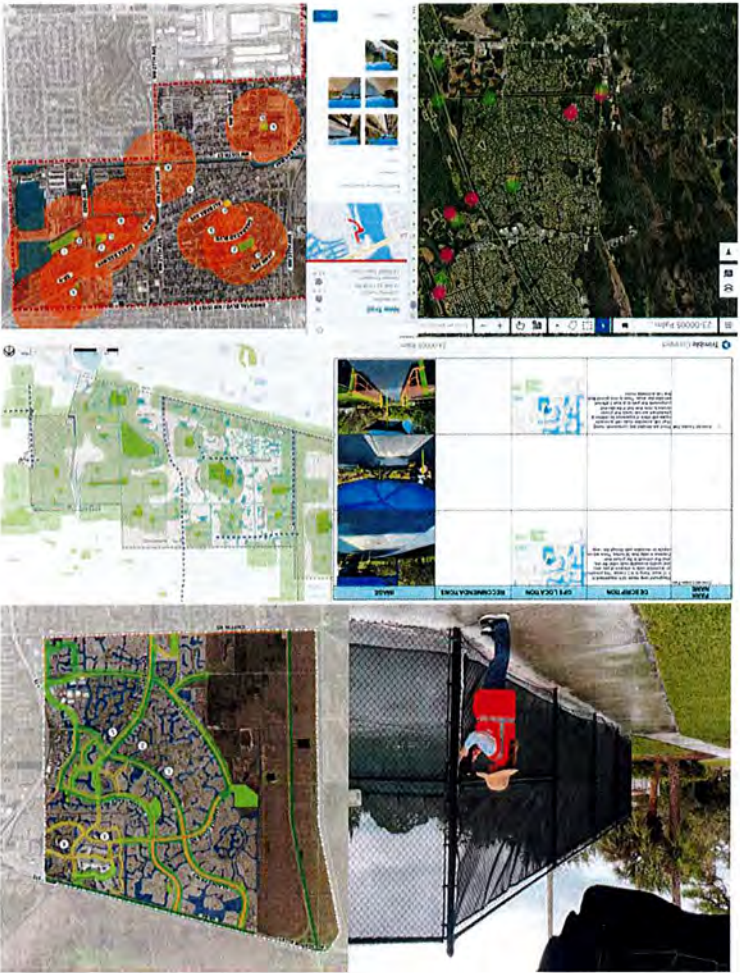
# COMMUNITY INVENTORY AND ASSESSMENT

## Parks System Resources

- Qualitative and Quantitative Inventory Analysis for existing Parks, facilities, greenways, open spaces, structures and amenities to include:

- GIS Mapping of City
- Pedestrian and bicycle connectivity
- Evaluate existing Natural areas and Blueways
- Environmental sustainability and resilience
- Redevelopment and acquisition opportunities
- ADA assessment

City of Cooper Parks and Recreation Master Plan RFP 2023-6-REC | 03/06/2024 | Miller Legg No. 24-00001



# COMMUNITY INVENTORY AND ASSESSMENT

## Social Services and Recreation Programs

- Identify and quantify existing recreation program and social service impacts to include:
  - Core program areas, participation rates, age segmentation, program lifecycle, retention rates, etc.
  - Cost of programming services
  - Review of Customer Service/Satisfaction data

City	Programs
<b>Weston (54) Programs</b>	<ul style="list-style-type: none"> <li>Adult Programs (20)</li> <li>Children's Programs (10)</li> <li>Senior Programs (14)</li> <li>Special Programs (10)</li> </ul>
<b>Plantation (87) Programs</b>	<ul style="list-style-type: none"> <li>Adult Programs (30)</li> <li>Children's Programs (15)</li> <li>Senior Programs (20)</li> <li>Special Programs (22)</li> </ul>
<b>Sunrise (90) Programs</b>	<ul style="list-style-type: none"> <li>Adult Programs (35)</li> <li>Children's Programs (20)</li> <li>Senior Programs (25)</li> <li>Special Programs (10)</li> </ul>
<b>Tamarac (68) Programs</b>	<ul style="list-style-type: none"> <li>Adult Programs (25)</li> <li>Children's Programs (15)</li> <li>Senior Programs (20)</li> <li>Special Programs (8)</li> </ul>
<b>Parkland (54) Programs</b>	<ul style="list-style-type: none"> <li>Adult Programs (20)</li> <li>Children's Programs (10)</li> <li>Senior Programs (15)</li> <li>Special Programs (9)</li> </ul>
<b>Wellington (79) Programs</b>	<ul style="list-style-type: none"> <li>Adult Programs (30)</li> <li>Children's Programs (15)</li> <li>Senior Programs (20)</li> <li>Special Programs (14)</li> </ul>



# COMMUNITY INVENTORY AND ASSESSMENT

## Funding

- Evaluate existing funding practices
- Capital Funding Options
  - User Fees
  - Grants
  - Bonding
- Projects Operating Cash Flow Trends



Year	Capital Budget for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$5,640,000	68,938	\$81.81
2022	\$1,485,000	68,318	\$21.74
2021	\$660,000	67,312	\$9.81
2020	\$1,525,000	67,928	\$22.45
Average:	\$2,327,000	Average:	\$33.95

**Funding**

**\$20 million in Parks and Recreation Capital Improvements and land acquisition/development costs. Funding options include:**

- Grants
  - Florida Recreation Development Assistance Program (FRDAP)
  - Land and Water Conservation Fund (LWCF)
- Parks and Recreation Bond Issue
  - 2014 City of Sunrise, Parks Bond Referendum, \$65 million
  - 2014 City of Hallandale Beach Parks Bond Referendum, \$58 million
- Developer contributions/participation

South Miami  
MILLER LEGG

City of Cooper City Parks and Recreation Master Plan RFP 2023-6-REC | 03/06/2024 | Miller Legg No. 24-00001



# COMMUNITY INVENTORY AND ASSESSMENT

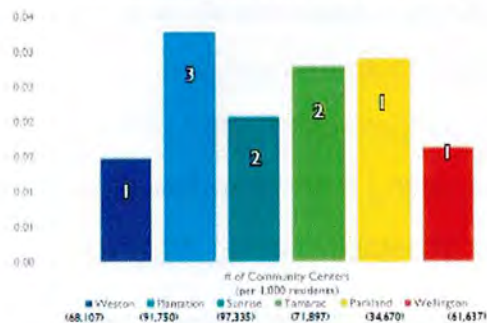
## Comparative Analysis

- Comparative analysis to similar communities in the State and nearby
  - Facilities
  - Amenities
  - Programs
  - Events
  - Operations & Policies
  - User Fees

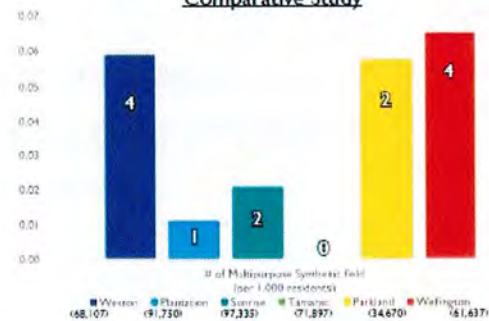
City Facilities Comparative Study							
City:	Weston	Plantation	Sunrise	Tamarac	Parkland	Wellington	AVERAGE
Population:	68,107	91,750	97,335	71,897	34,670	61,637	70,899
Area in Square Miles:	26.1	22.05	18.12	12.08	14.25	45.41	23
Population Density:	2,609	4,161	5,372	5,952	2,433	1,357	3,647
# of City Parks:	15	42	17	16	9	38	24
Playgrounds/Totlots	12	35	8	8	6	20	15
Basketball Courts	9	19	11	4	4	16	11
Tennis Courts (outdoor only)	17	46	21	2	10	35	22
Baseball Fields	21	25	11	5	9	19	15
Rectangular Fields: Grass Multi-Purpose	9	2	10	4	11	3	6
Dog park *	0	1	1	1	1	1	1
Swimming Pools (outdoor only)	0	2	5	1	0	1	2
Soccer/Football Fields	11	18	9	7	21	15	14
Pickleball (outdoor only)	12	13	0	2	4	4	5
Community Gardens / Butterfly *	0	0	1	0	1	1	1
Multi-Use Courts (Basketball, Volleyball)	4	18	0	1	9	4	6
Multipurpose Synthetic Fields	4	1	2	0	2	4	2
Beach Volleyball Courts	4	2	1	1	4	6	3
Community Centers	1	3	2	2	1	1	2
Recreation Centers	0	2	2	2	0	0	1
Outdoor Performance Amphitheater/ Stage	2	0	1	1	1	1	1
Stadium	1	1	0	0	0	1	1

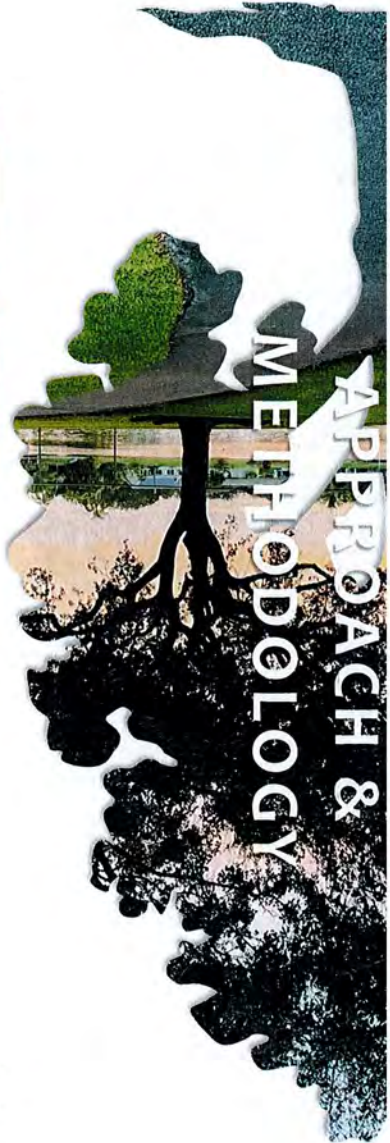


Community Centers Comparative Study



Multipurpose Synthetic Fields Comparative Study

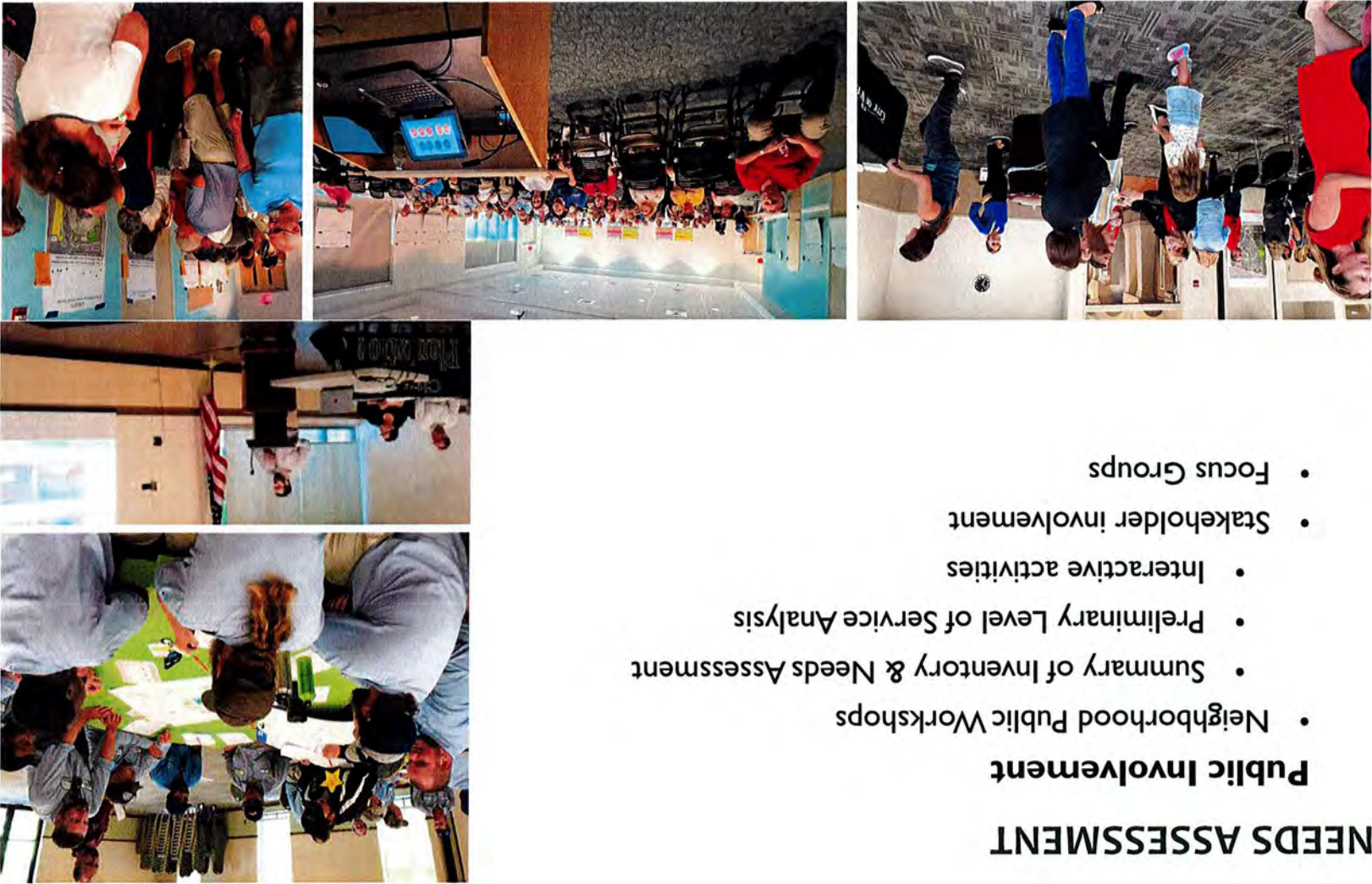




## NEEDS ASSESSMENT

### Public Involvement

- Neighborhood Public Workshops
- Summary of Inventory & Needs Assessment
- Preliminary Level of Service Analysis
- Interactive activities
- Stakeholder involvement
- Focus Groups



City of Cooper City Parks and Recreation Master Plan RFP 2023-6-REC | 03/06/2024 | Miller Legg No. 24-00001

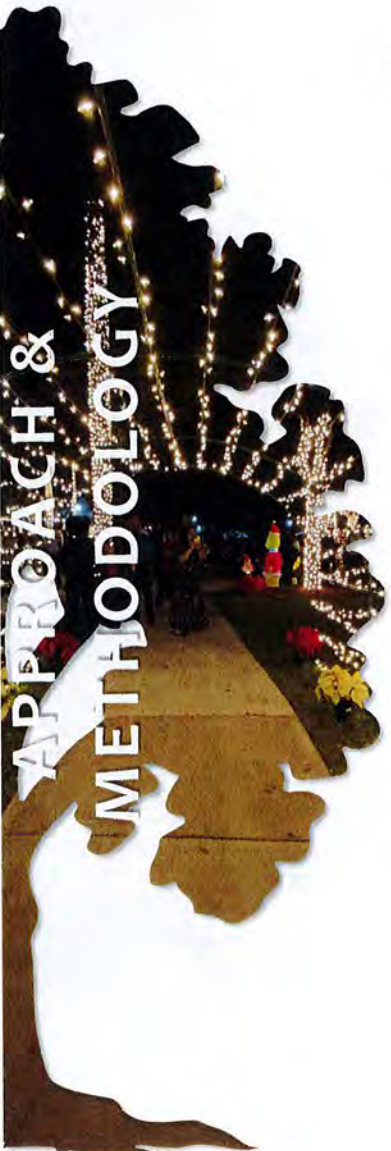
# NEEDS ASSESSMENT

## Statistically Valid Survey

- Statistically-valid survey by mail/web
  - Mail responses
  - Web responses
- Ability to reach users, non-users and voters
- Web-based Open Link Survey
  - For non-mail recipients
  - Broader participation
  - Geo-coded from mail recipients
- Geo-coding and Customized
  - Specific to Cooper City's key issues including awareness, needs, satisfaction, participation, desires, priorities, and willingness to pay
- Expect 10% +/- response
  - 90% level of confidence
  - +/- 10% margin of error overall
- Extensive analysis of responses for better decision making

The collage displays the survey process and results. Key elements include:

- Survey Introduction:** A letter from the City of Cooper City explaining the survey's purpose to gather feedback on park amenities and recreation services.
- QR Code:** A QR code linking to the online survey at [Opa-LockaParksSurvey.org/open](https://opa-locka-parks.org/open).
- Survey Form:** A detailed form titled "OPALOCKA PARKS AND RECREATION MASTER PLAN SURVEY" with sections for "Most Used Amenities" and "Least Used Amenities".
- Data Charts:**
  - Bar Chart 1:** Shows the percentage of respondents who would like to attend various events (e.g., Farmers Market at 23.5%, Family Events at 21.4%, Public Markets at 21.0%, and Live Music at 18.0%).
  - Bar Chart 2:** Shows the percentage of respondents who would like to attend various events (e.g., Farmers Market at 79.7%, Family Events at 75.9%, Public Markets at 75.0%, and Live Music at 72.2%).
  - Horizontal Bar Chart:** Lists amenities such as "Bike Paths", "Playgrounds", "Picnicking", and "Dog Parks" with their respective percentages.
  - Horizontal Bar Chart:** Lists amenities such as "Bike Paths", "Playgrounds", "Picnicking", and "Dog Parks" with their respective percentages.
- Summary List:** A list of amenities categorized by usage, including "Most Used Amenities" (Bike Paths, Picnicking, etc.) and "Least Used Amenities" (Golf, Outdoor Amphitheater, etc.).





## LEVEL OF SERVICE STANDARDS

- Analyze existing facilities and programs against national, regional, and local benchmarks
- National Recreation and Park Association (NRPA) Agency Performance Review and NRPA Park Metrics
- Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP) metrics
- Sports and Fitness Industry Association (SFIA) regional trend for core and casual users

## Benchmarking

City Facilities Required to meet NRPA Benchmarks		Type of Facility		Weston	Median for Jurisdictions between 50,000 and 70,000 Population
22	12	*Playgrounds/Totlots			
8	9	Basketball Courts			
11	17	Tennis Courts (outdoor only)			
21	21	Baseball Fields			
5	9	Rectangular Fields: Multi-Purpose			
1	0	**Dog Park			
2	0	**Swimming Pools (outdoor only)			
15	11	Soccer/Football Field			
6	12	Pickleball (outdoor only)			
1	0	**Community Gardens			
3	4	Multi-Use Courts - Basketball/Volleyball			
2	4	Multiple Purpose Synthetic Field			
2	0	Recreation Centers			
2	1	Community Centers			
1	0	Teen Centers			
1	0	Senior Centers			
1	2	Performance Amphitheater			
1	0	Nature Centers			

SCORP Population Guidelines for Outdoor Recreation Activities					
Activity	Facility Type	Number of Facilities	Participants Annually	Weston Level of Service 2016	SCORP Level of Service 2025
Swimming Outdoor Pool *	Pool	1	29,371.15	0.034	0.059
Tennis	Field	17	15,710.15	1.082	1.03
Football/Rugby	Field	11	14,344.05	0.767	0.27
Baseball/Softball	Field	21	14,344.05	1.464	0.65
Basketball	Court	9	9,562.7	0.941	0.83
Soccer	Field	11	15,710.15	0.700	0.09
Golf**	Course	36	15,027.1	2.396	1.63
Fitness Walking/Jogging Trail (in miles)	Trail (in miles)	7.75	45,764.35	0.169	0.024

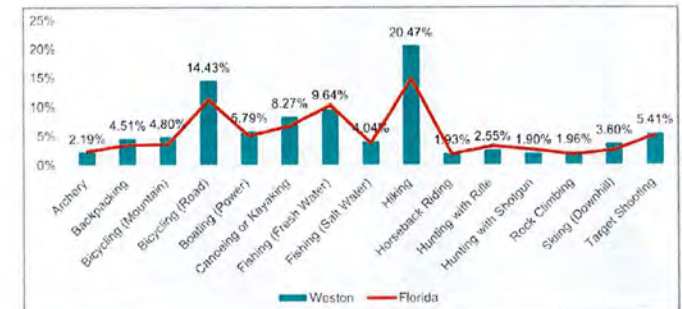
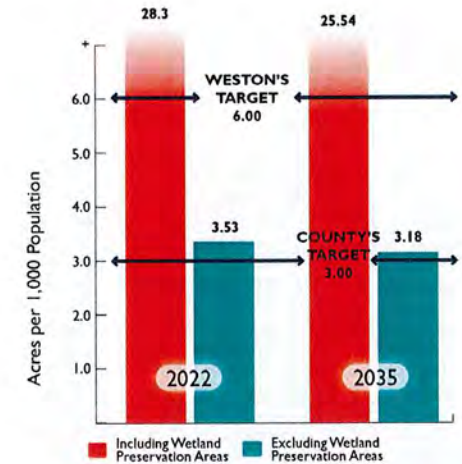




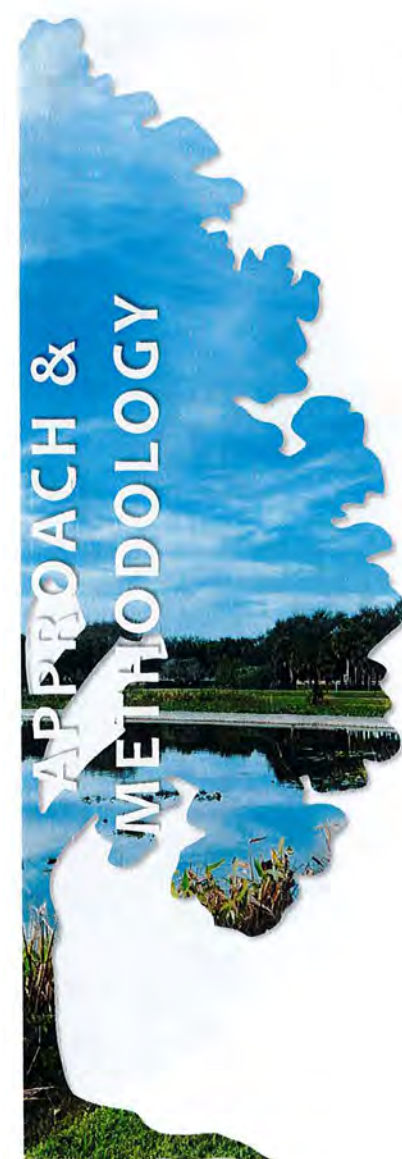
## LEVEL OF SERVICE STANDARDS

### User Needs and Recreational Trend Analysis

- Ensure uses and spaces meet current and future community needs to include:
  - Consider existing amenity carrying capacities, functionality, accessibility, condition, comfort and convenience
  - Facility Utilization Analysis to determine capacity to meet community program needs and minimize duplication
  - Sports and Fitness Industry Association (SFIA) regional trend for core and casual users
  - Local market potential index (MPI) to analyze the probable demand within the City
  - Ensure the continue standards set in City's Comprehensive Plan Parks, Recreation, Open Space and Conservation Element



	City of Weston (per household)	State of Florida (per household)
Membership Fees- Social/Recreation/Health Clubs	\$468.52	\$253.91
Fees for Participant Sports Excluding Trips	\$226.87	\$124.51
Tickets to Parks or Museums	\$62.01	\$35.55
Fees for Recreational Lessons	\$293.50	\$134.73
Sports/Rec/Exercise Equipment	\$315.71	\$187.29
Bicycles	\$53.99	\$31.52
Admission to Sports Events Excluding Trips	\$128.19	\$64.13
Camping Equipment	\$41.75	\$22.44
Hunting & Fishing Equipment	\$67.01	\$49.98
Other Sports Equipment	\$13.83	\$8.51
Water Sports Equipment	\$13.42	\$7.56



# INVENTORY & ANALYSIS SUMMARY

• **Key Matrix**  
**Make Decisions Based on Real, Justifiable Data**

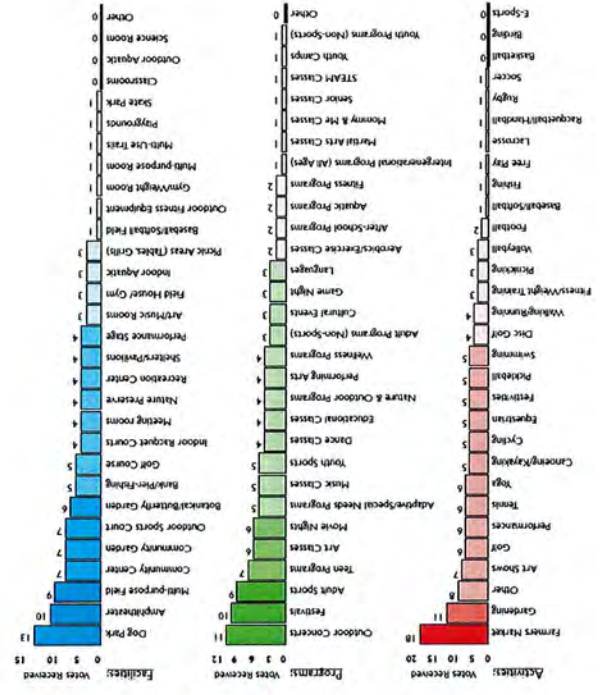


**Overall Key Matrix**

Key Issue - Rating Scale	First Priority = 3 pts	Second Priority = 2 pts	Third Priority = 1 pt	Public Survey counted for 3x times the pts
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3
Fido/Reconfigure (multi-purpose)	18	1	1	1
Indoor multi-purpose (tennis space)	17	3	2	3
Parking/reconfiguration	16	1	3	2
Aquatic Facilities (pool, splashpad, etc.)	16	1	9	9
Farmers Market	15	6	9	9
Playground/ Rejuvenation of outdated ones	15	1	1	1
Ten Programs	14	3	3	3
Communication regarding facilities/programs/events	13	3	1	1
Dog Park	12	2	2	2
Indoor Space for programs/events	12	3	3	3
Restroom/Update Restrooms	12	3	1	1
Sport Courts (basketball, volleyball, etc.)	12	9	3	3
Facilities and Amenities (Updating/Replacement/Expanding)	11	4	6	2
Festivals	11	2	2	2
Public Courts (pickleball, tennis, padel, etc.)	11	2	1	1
Shaded Outdoor Areas (playgrounds, picnic areas, shelters, etc.)	11	3	3	3
Tennis Courts (public lighted)	11	4	3	3
Adult activities/sports	10	1	1	1
Connectivity w/ Bike Paths	10	9	9	9
Multi-generational Programs/ Activities	10	1	1	1
Outdoor Event Space	10	2	2	2
Picnic/Barbecue Areas	10	6	6	6
Holiday Celebrations	9	9	9	9
Multi-purpose Parks	9	9	9	9
Open Fields for free play/ Open Play Areas	9	2	6	6
Amphitheater (accessible for elderly/special needs)	8	2	6	6
Arts and Music Programs	8	3	2	3
Arts in the Park	8	2	6	6
Community Garden/ Gardening	8	6	6	6
Educational/cultural events	8	2	6	6
Outdoor Movie Screening	8	2	6	6
Wild Expansion	8	6	6	6
Youth Sports	8	2	6	6
<b>TOTAL</b>	<b>288</b>	<b>33</b>	<b>33</b>	<b>33</b>

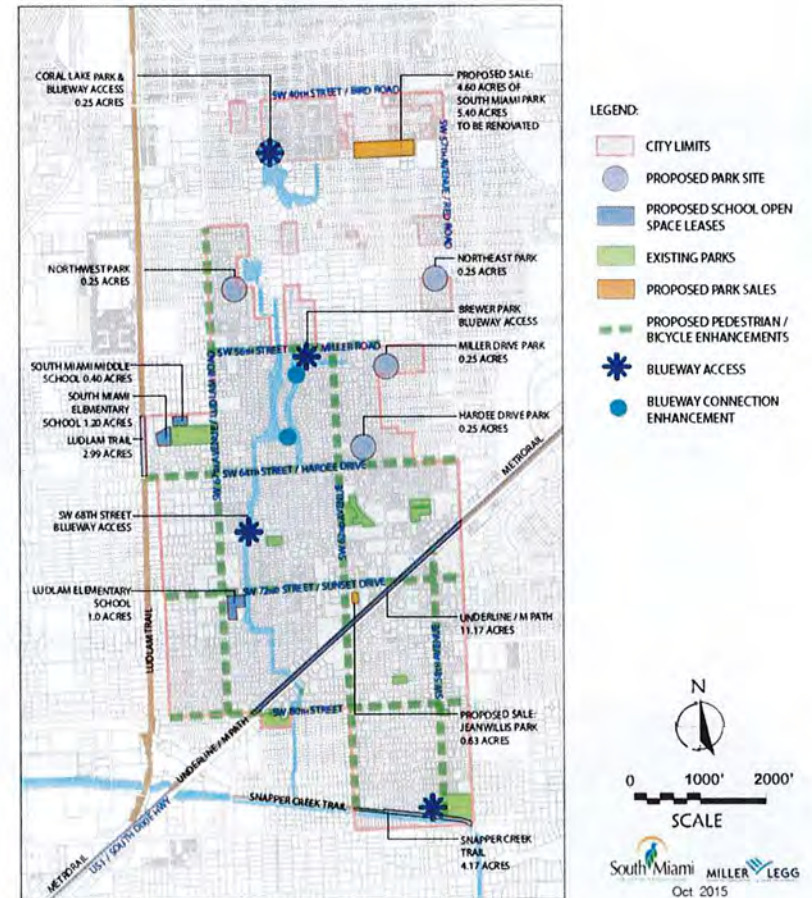
Qualitative Data	Quantitative Data
P & R LEADERSHIP	3
CITY COMMISSIONERS	3
P & R STAFF WORKSHOP	3
SPORTS ALLIANCE	2
YMCA	2
RACQUET CLUB	1
ARTS COUNCIL	1
PUBLIC WORKSHOP	1
SURVEY	1
NBPA BENCHMARKS	1
COMPARATIVE STUDY	1

City of Cooper City Parks and Recreation Master Plan RFP 2023-6-REC | 03/06/2024 | Miller Legg No. 24-00001



## PARK AND RECREATION STRATEGIC PLAN

- Needs analysis summary
- Location analysis/graphic
- Implementation priorities
- Phasing
- Recommendations
  - Facilities
  - Programming



City of Cooper City Parks and Recreation Master Plan RFP 2023-6-REC | 03/06/2024 | Miller Legg No. 24-00001



- CAPRA Supplemental Plans
- Recreation Trends Analysis
- Recreation Programming Plan
- ADA Transition Plan & Autism Friendly Community
- Community Relations and Marketing Plan
- Community Health and Environmental Responsibility Plan
- Art in Public Places

City of Cooper City Parks and Recreation Master Plan RFP 2023-6-REC | 03/06/2024 | Miller Legg No. 24-00001

BerryDunn has worked with over 35 CAPRA accredited agencies

## DRAFT PLAN

- Preliminary construction costs
- Implementation priorities
- Phasing
- Project Costing
  - Database from local and national recreation projects
  - Current local costing trends
    - Site improvements
    - Facility renovations
    - Facility construction
- Financing Analysis
- O&M Proforma

Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	198,000	\$2	\$396,000
Utilities	SF	198,000	\$3	\$594,000
Landscaping & Irrigation	SF	198,000	\$2.50	\$495,000
Site Lighting/ Parking Lot	LS	1	\$200,000	\$200,000
Parking Area (Pavers)	SPACE	15	\$6,000	\$90,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2500	\$30	\$75,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	1	\$50,000	\$50,000
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$347,500
Construction Mobilization & Administration	LS	1	10%	\$347,500
<b>Total</b>				<b>\$4,170,000</b>

Grover Beach Senior Center Feasibility Study					
Location	Project Size (SF)			Project Costs (2020 costs)	
	New	Renovated	Total	Low	High
16th Street Park	6,227	-	6,227	\$ 2,791,810	\$ 3,644,340
Ramona Garden Park Center	3,094	-	3,094	\$ 1,340,874	\$ 1,706,634

Grover Beach Senior Center Operations & Maintenance Summary					
Preliminary Draft Operational Budget Projections - No guarantee is being implied by GreenPlay that these projections will be obtained					
16th Street Grover Beach Senior Center Operating and Maintenance Budget Projection 6,227 new sq. ft.			Ramona Garden Park Center Grover Beach Senior Center Operating and Maintenance Budget Projection 3,094 new sq. ft.		
<b>TOTAL EXPENSES</b>		number/ hours		<b>TOTAL EXPENSES</b>	number/ hours
Full-time staffing	\$170,081	\$0 0.00		Full-time staffing	\$160,336 0.00
Part-time staffing	\$124,750	6,237.50		Part-time staffing	\$124,750 6,237.50
Contractual Services	\$40,931			Contractual Services	\$34,286
Commodities	\$4,400			Commodities	\$1,300
<b>TOTAL REVENUE</b>				<b>TOTAL REVENUE</b>	
Rentals	\$114,174			Rentals	\$115,174
Event Services	\$86,874			Event Services	\$86,874
Recreation Programs	\$6,300			Recreation Programs	\$6,300
	\$20,000				\$20,000
Concessions	\$1,000			Concessions	\$2,000
<b>TOTAL NET COST RECOVERY</b>	<b>-\$55,907</b>	<b>67%</b>		<b>TOTAL NET COST RECOVERY</b>	<b>-\$45,162</b>
					<b>72%</b>
Reallocation of Currently Budgeted Expenses	\$0			Portion of Existing Budget being Transferred	\$0
<b>Total Amount of New Operating Funds Requested</b>	<b>\$55,907</b>			<b>Total Amount of New Operating Funds Requested</b>	<b>\$45,162</b>





- Executive summary
- Facility and program inventory
- Level of Service evaluation
- Needs assessment
- Recommendations
- Phasing exhibits
- Implementation budget
- CAPRA supplemental documents
- Hardcopies and digital copies

## FINAL PARKS AND RECREATION MASTER PLAN

### PARKS PLAN VISION OVERALL MAP



## FINAL CITY COMMISSIONER'S PRESENTATION



City of Cooper City Parks and Recreation Master Plan RFP 2023-6-REC | 03/06/2024 | Miller Legg No. 24-00001

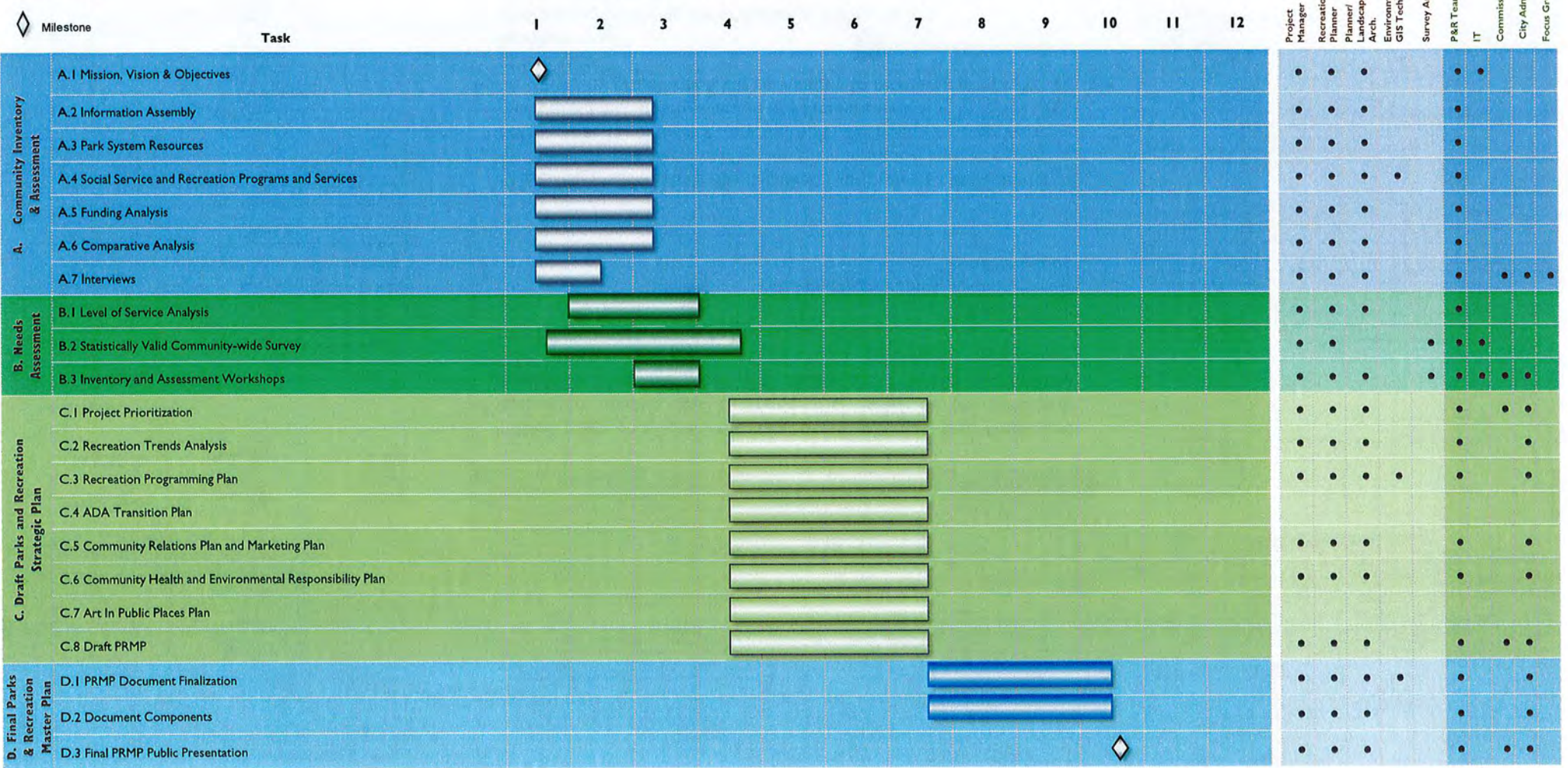




### Cooper City Parks and Recreation Master Plan Project Tasks Schedule / Timeline



Timeline Period (by Month)





PAST PERFORMANCE

**OFFICE OF THE MAYOR**  
Lynn Stone, Mayor

**PARKS & RECREATION**  
Philip Goodrich, CSP, Director

**Plantation**  
"the grass is greener"

**CITY COUNCIL**  
Mark Sostor, President  
Denise Howard, Vice President  
Eric Anderson, Finance and Risk  
Ron Jacobs

June 29, 2020

**Reference: Miller Legg**

In 2020, Miller Legg completed the City of Plantation's first Parks and Recreation Master Plan, a 10-year planning document which has been very well-received by the City and its stakeholders. In working closely with the firm from 2018-2020, I found their staff to be proficient, responsive, knowledgeable and supportive of our combined efforts. Through various meetings, surveys and workshops with the public, City officials and Department employees, they helped establish and define the desired components for our Master Plan accreditation through the National Recreation and Park Association, Miller Legg's guidance and persistence throughout this lengthy process made for a true collaborative endeavor. I would recommend Miller Legg's services to other clients willing to make their community a better place to live, work and play.

Sincerely,  
*Patricia O'Toole*  
Patricia O'Toole  
Parks and Recreation Assistant Director  
City of Plantation  
PO Box 17000  
Plantation, FL 33324  
9515 NW 2nd Street, Plantation, FL 33324  
9542.2310  
poflow@plantation.org

"Miller Legg completed the City of Plantation's first Parks and Recreation Master Plan...I found their staff to be proficient, responsive, knowledgeable and supportive...I would recommend Miller Legg's services to other clients wishing to make their community a better place to live, work and play."

**Patricia O'Toole**  
Parks and Recreation Assistant Director  
City of Plantation

"Miller Legg successfully has delivered four projects...the experience of the staff has been evident in their accuracy and attention to detail...they communicate very well and have been very responsive to our requests...I look forward to continuing to work with Miller Legg on other City projects and am very happy to recommend this firm to other clients."

**Jennifer Frastai**  
Director of Engineering and Community Development  
City of Oakland Park

Miller Legg has been providing professional consulting services under its Consulting Services contract with the City of Oakland Park over the past six (6) months. During that period Miller Legg has successfully delivered four (4) projects and we have been extremely pleased with their performance, thoroughness and attention to detail. These projects included: budget preparation for projects involving the Safe Routes to School Program, the NW 27th Street Road Closure and the Lakeside Sidewalk Improvements. Subcontractor utility engineering was also provided expeditiously in the case of the Main Street project where the City has been under a time constraint. The experience of the staff has been evident in their accuracy and attention to detail while delivering these assignments on schedule and to budget. They communicated very well and have been very responsive to our requests and even during the execution of the projects. It is important to note that all four (4) projects had very tight and short deadlines which Miller Legg met.

The element of particular value to the City was the foresight shown by Miller Legg's staff in identifying possible future right-of-way conflicts on the Lakeside Sidewalks improvements project. I look forward to continuing to work with Miller Legg on other City projects and am very happy to recommend this firm to other clients. Please feel free to contact Thayer Johnson at 9541-610-1111 or [thaj@mlleg.com](mailto:thaj@mlleg.com) with any further questions or inquiries.

January 9, 2019

To: Whom It May Concern

**CITY OF OAKLAND PARK**  
THAYER JOHNSON, Mayor  
10000 Northwest 11th Street, Oakland Park, Florida 33311 | www.oaklandpark.org

**MILLER LEGG**  
CONSULTING COMMUNITIES ENGINEERING ENVIRONMENTAL



# PAST PERFORMANCE



**Parks and Recreation Department**  
5800 Southwest 66 Street  
South Miami, FL 33143

March 12, 2018

**Reference: Miller Legg**


To Whom It May Concern:

On behalf of the City of South Miami, I am very grateful that we selected Miller Legg as the Consultant to guide the City through the preparation of our very first Parks and Recreation Master Plan. Miller Legg's past experience with this complex process was the reason that we selected the firm for the project and their diligence, expertise and patience throughout was extremely helpful. We feel the end result has made the City of South Miami an even better City of Pleasant Living. While we were presented with some challenges along the way, they helped steer us towards a successful conclusion and City residents, business owners and visitors will all reap the benefits of this landmark endeavor. I thank them again for a job well done and I look forward to working with Miller Legg in the future.


Sincerely,

  
Quentin Pough, CPRP  
Director of Parks and Recreation  
City of South Miami

"I am very grateful that we selected Miller Legg as the consultant to guide the City through the preparation of our very first Parks and Recreation Master Plan. Miller Legg's past experience with this complex process was the reason we selected the firm for the project and their diligence, expertise and patience throughout was extremely helpful."

  
**Quentin Pough, CPRP**  
Director of Parks and Recreation  
City of South Miami

"we wanted to ensure we chose a consultant with the appropriate technical background and qualifications to effectively deliver the design... Miller Legg was just that firm and they more than measured up to the challenge. They have approached their work with sensitivity and enthusiasm throughout... am happy to recommend their work to other potential clients."

  
**Pedro Reynaldos**  
Director of Parks and Recreation  
City of Homestead



City Council

1/25/2021

Steven D. Lovier  
Mayor

To Whom It May Concern:

Patricia D. Fairclough-Stiggers, Ed.S.  
Vice Mayor

I am very pleased to give this letter of reference to Miller Legg to recognize the excellent work they have done for the City of Homestead's 3.2-mile Biscayne Everglades Greenway Trail project. This is an exciting, high-profile endeavor for the City and we wanted to ensure we chose a consultant with the appropriate technical background and qualifications to effectively deliver the design for Phase I of this Trail. Miller Legg was just that firm, and they more than measured up to the challenge. Their expertise and local knowledge, combined with in-house landscape architectural, engineering, environmental and surveying services, resulted in a successful design and their subsequent selection for the Feasibility Study on Phase II of the Trail.

They have approached their work with sensitivity and enthusiasm throughout, presenting solutions to scope and permitting challenges, while adhering to the project budget and timetable. I believe this important recreational and connectivity project is in good hands with Miller Legg and am happy to recommend their work to other potential clients.

Erica G. Avella  
Councilwoman

Judith N. Bailey  
Councilwoman

Sean L. Fletcher  
Councilman

Larry Beth  
Councilman

Stephan B. Shelley  
Councilman

Cara McCullay  
City Manager

City Hall

580 Civic Center  
Homestead, FL 33035

305.274.4400

www.cityofhomestead.com

Sincerely,

  
Pedro Reynaldos  
Director of Parks and Recreation



# We Look Where Others Don't

- The Miller Legg Team is Cooper City's Team because...
- ✓ We are Involved in Your City
  - Davie-Cooper City Chamber of Commerce Member for 45+ Years
  - ✓ We Live, Work, Learn and Play here!
  - ✓ Unparalleled regional, and national experience
  - ✓ Innovative thought-leaders in parks & recreation planning
  - ✓ Approach in partnership with City & Community
  - ✓ Realistic Master Plan:
    - Based on Cooper City-specific Level of Service analysis and Needs Assessment
    - Not a cookie-cutter plan
    - Solutions and a roadmap for both users & management
    - CAPRA Accreditation





Contact:  
Michael Kroll, RLA, FASLA, President  
mkroll@millerlegg.com  
954.628.3651

CITY OF  
**Cooper City**  
*Someplace Special*



SAFETY NOTICE  
FIELD USE  
BY PERMIT  
ONLY

**City of Cooper City  
Evaluation Committee Ranking  
Parks and Recreation Master Plan  
RFP 2023-6-REC**

Evaluation Criteria	Max Points	Bermello Ajamil & Partners (BA)						Chen Moore and Associates (CMA)						Miller Legg						Walters Zackria Associates (WZA)					
		SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG
<b>Firm Qualifications and Experience</b> <i>(involving the creation of comprehensive Parks and Recreation Master Plan for municipalities serving similar populations)</i>	20	-	-	-	-	-	0.00	15.00	19.00	20.00	-	15.00	13.80	20.00	20.00	20.00	-	20.00	16.00	18.00	19.00	15.00	-	15.00	13.40
<b>Qualifications and Experience of Key Personnel</b>	10	-	-	-	-	-	0.00	10.00	10.00	10.00	-	10.00	8.00	10.00	10.00	10.00	-	10.00	8.00	10.00	10.00	8.00	-	10.00	7.60
<b>Best Overall Approach to the Scope of Services:</b> <i>knowledge of current trends in park planning and recreational program implementation, resources and availability.</i>	30	-	-	-	-	-	0.00	20.00	27.00	30.00	-	20.00	19.40	30.00	30.00	30.00	-	30.00	24.00	25.00	26.00	25.00	-	15.00	18.20
<b>Price Proposal</b>	30	18.10	18.10	18.10		18.10	18.10	29.70	29.70	29.70		29.70	29.70	30.00	30.00	30.00		30.00	30.00	21.90	21.90	21.90		21.90	21.90
<b>Past Performance including client references and years in business</b> <i>(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)</i>	10	-	-	-	-	-	0.00	8.00	10.00	10.00	-	10.00	7.60	10.00	10.00	10.00	-	10.00	8.00	10.00	9.00	8.00	-	10.00	7.40
<b>Total Points</b>	<b>100</b>	<b>18.1</b>	<b>18.1</b>	<b>18.1</b>	<b>0</b>	<b>18.1</b>	<b>18</b>	<b>82.7</b>	<b>95.7</b>	<b>99.7</b>	<b>0</b>	<b>84.7</b>	<b>79</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>0</b>	<b>100</b>	<b>86</b>	<b>84.9</b>	<b>85.9</b>	<b>77.9</b>	<b>0</b>	<b>71.9</b>	<b>69</b>

Note: Bermello Ajamil & Partners (BA) chose not to participate in presentation and Q&A.

Evaluation Committee Members:	Initials
Stacie Weiss - Director, Parks and Recreation	SW
Luann Scott - Recreation Advisory Board Member	LS
Chris Casale - Asst. Parks and Recreation Director, City of Oakland Park	CC
Adrian Hernandez - Asst Parks and Recreation Director, Town of Surfside	AH
Trevor Fall - Broward County Parks and Recreation	TF

Prepared by: Purchasing Division  
Date: 03/6/2024

**City of Cooper City  
Evaluation Committee Ranking  
Parks and Recreation Master Plan  
RFP 2023-6-REC**

Evaluation Criteria	Max Points	Bermello-Ajamil & Partners (BA)						Chen Moore and Associates (CMA)						Miller Legg						Walters Zackria Associates (WZA)					
		SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG
<b>Firm Qualifications and Experience</b> <i>(involving the creation of comprehensive Parks and Recreation Master Plan for municipalities serving similar populations)</i>	20	-	-	-	-	-	0.00	-	-	-	-	15	0.00	-	-	-	-	20	0.00	-	-	-	-	15	0.00
<b>Qualifications and Experience of Key Personnel</b>	10	-	-	-	-	-	0.00	-	-	-	-	10	0.00	-	-	-	-	10	0.00	-	-	-	-	10	0.00
<b>Best Overall Approach to the Scope of Services:</b> <i>knowledge of current trends in park planning and recreational program implementation, resources and availability.</i>	30	-	-	-	-	-	0.00	-	-	-	-	20	0.00	-	-	-	-	30	0.00	-	-	-	-	15	0.00
<b>Price Proposal</b>	30	18.10	18.10	18.10		18.10	18.10	29.70	29.70	29.70		29.70	29.70	30.00	30.00	30.00		30.00	30.00	21.90	21.90	21.90		21.90	21.90
<b>Past Performance including client references and years in business</b> <i>(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)</i>	10	-	-	-	-	-	0.00	-	-	-	-	10	0.00	-	-	-	-	10	0.00	-	-	-	-	10	0.00
<b>Total Points</b>	<b>100</b>	<b>18.1</b>	<b>18.1</b>	<b>18.1</b>	<b>0</b>	<b>18.1</b>	<b>18</b>	<b>29.7</b>	<b>29.7</b>	<b>29.7</b>	<b>0</b>	<b>29.7</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>0</b>	<b>30</b>	<b>30</b>	<b>21.9</b>	<b>21.9</b>	<b>21.9</b>	<b>0</b>	<b>21.9</b>	<b>22</b>

Note: Bermello Ajamil & Partners (BA) chose not to participate in presentation and Q&A.

Evaluation Committee Members:	Initials
Stacie Weiss - Director, Parks and Recreation	SW
Luann Scott - Recreation Advisory Board Member	LS
Chris Casale - Asst. Parks and Recreation Director, City of Oakland Park	CC
Adrian Hernandez - Asst Parks and Recreation Director, Town of Surfside	AH
Trevor Fall - Broward County Parks and Recreation	TF

*AWH*  
3/6/24

Prepared by: Purchasing Division  
Date: 03/6/2024

**City of Cooper City  
Evaluation Committee Ranking  
Parks and Recreation Master Plan  
RFP 2023-6-REC**

Evaluation Criteria	Max Points	Bermello-Ajamil & Partners (BA)						Chen Moore and Associates (CMA)						Miller Legg						Walters Zackria Associates (WZA)					
		SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG
<b>Firm Qualifications and Experience</b> <i>(involving the creation of comprehensive Parks and Recreation Master Plan for municipalities serving similar populations)</i>	20	-	-	-	-	-	0.00	15	-	-	-	-	0.00	20	-	-	-	-	0.00	18	-	-	-	-	0.00
<b>Qualifications and Experience of Key Personnel</b>	10	-	-	-	-	-	0.00	10	-	-	-	-	0.00	10	-	-	-	-	0.00	10	-	-	-	-	0.00
<b>Best Overall Approach to the Scope of Services:</b> <i>knowledge of current trends in park planning and recreational program implementation, resources and availability.</i>	30	-	-	-	-	-	0.00	20	-	-	-	-	0.00	30	-	-	-	-	0.00	25	-	-	-	-	0.00
<b>Price Proposal</b>	30	18.10	18.10	18.10		18.10	18.10	29.70	29.70	29.70		29.70	29.70	30.00	30.00	30.00		30.00	30.00	21.90	21.90	21.90		21.90	21.90
<b>Past Performance including client references and years in business</b> <i>(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)</i>	10	-	-	-	-	-	0.00	8	-	-	-	-	0.00	10	-	-	-	-	0.00	10	-	-	-	-	0.00
<b>Total Points</b>	<b>100</b>	<b>18.1</b>	<b>18.1</b>	<b>18.1</b>	<b>0</b>	<b>18.1</b>	<b>18</b>	<b>29.7</b>	<b>29.7</b>	<b>29.7</b>	<b>0</b>	<b>29.7</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>0</b>	<b>30</b>	<b>30</b>	<b>21.9</b>	<b>21.9</b>	<b>21.9</b>	<b>0</b>	<b>21.9</b>	<b>22</b>

Note: Bermello Ajamil & Partners (BA) chose not to participate in presentation and Q&A.

Evaluation Committee Members:	Initials
Stacie Weiss - Director, Parks and Recreation	SW
Luann Scott - Recreation Advisory Board Member	LS
Chris Casale - Asst. Parks and Recreation Director, City of Oakland Park	CC
Adrian Hernandez - Asst Parks and Recreation Director, Town of Surfside	AH
Trevor Fall - Broward County Parks and Recreation	TF

Prepared by: Purchasing Division  
Date: 03/6/2024

*Stacie Weiss*  
03/06/2024

**City of Cooper City  
Evaluation Committee Ranking  
Parks and Recreation Master Plan  
RFP 2023-6-REC**

Evaluation Criteria	Max Points	<del>Bermello Ajamil &amp; Partners (BA) <i>oops</i></del>						Chen Moore and Associates (CMA)					Miller Legg					Walters Zackria Associates (WZA)							
		SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG
<b>Firm Qualifications and Experience</b> <i>(involving the creation of comprehensive Parks and Recreation Master Plan for municipalities serving similar populations)</i>	20	-	-	-	-	-	0.00	-	19	-	-	-	0.00	-	20	-	-	-	0.00	-	19	-	-	-	0.00
<b>Qualifications and Experience of Key Personnel</b>	10	-	-	-	-	-	0.00	-	10	-	-	-	0.00	-	10	-	-	-	0.00	-	10	-	-	-	0.00
<b>Best Overall Approach to the Scope of Services:</b> <i>knowledge of current trends in park planning and recreational program implementation, resources and availability.</i>	30	-	-	-	-	-	0.00	-	27	-	-	-	0.00	-	30	-	-	-	0.00	-	<del>26</del> 26	-	-	-	0.00
<b>Price Proposal</b>	30	18.10	18.10	18.10		18.10	18.10	29.70	29.70	29.70		29.70	29.70	30.00	30.00	30.00		30.00	30.00	21.90	21.90	21.90		21.90	21.90
<b>Past Performance including client references and years in business</b> <i>(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)</i>	10	-	-	-	-	-	0.00	-	10	-	-	-	0.00	-	10	-	-	-	0.00	-	9	-	-	-	0.00
<b>Total Points</b>	<b>100</b>	<b>18.1</b>	<b>18.1</b>	<b>18.1</b>	<b>0</b>	<b>18.1</b>	<b>18</b>	<b>29.7</b>	<b>29.7</b>	<b>29.7</b>	<b>0</b>	<b>29.7</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>0</b>	<b>30</b>	<b>30</b>	<b>21.9</b>	<b>21.9</b>	<b>21.9</b>	<b>0</b>	<b>21.9</b>	<b>22</b>

Note: Bermello Ajamil & Partners (BA) chose not to participate in presentation and Q&A.

Evaluation Committee Members:	Initials
Stacie Weiss - Director, Parks and Recreation	SW
Luann Scott - Recreation Advisory Board Member	LS
Chris Casale - Asst. Parks and Recreation Director, City of Oakland Park	CC
Adrian Hernandez - Asst Parks and Recreation Director, Town of Surfside	AH
Trevor Fall - Broward County Parks and Recreation	TF

Prepared by: Purchasing Division  
Date: 03/6/2024

*Luann Scott 4/6/24*



**City of Cooper City  
Evaluation Committee Ranking  
Parks and Recreation Master Plan  
RFP 2023-6-REC**

Evaluation Criteria	Max Points	Bermello Ajamil & Partners (BA)						Chen Moore and Associates (CMA)						Miller Legg						Walters Zackria Associates (WZA)					
		SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG
<b>Firm Qualifications and Experience</b> <i>(involving the creation of comprehensive Parks and Recreation Master Plan for municipalities serving similar populations)</i>	20	-	-	-	-	-	0.00	-	-	20	-	-	0.00	-	-	20	-	-	0.00	-	-	15	15	-	0.00
<b>Qualifications and Experience of Key Personnel</b>	10	-	-	-	-	-	0.00	-	-	10	-	-	0.00	-	-	10	-	-	0.00	-	-	8	8	-	0.00
<b>Best Overall Approach to the Scope of Services:</b> <i>knowledge of current trends in park planning and recreational program implementation, resources and availability.</i>	30	-	-	-	-	-	0.00	-	-	30	-	-	0.00	-	-	30	-	-	0.00	-	-	25	-	-	0.00
<b>Price Proposal</b>	30	18.10	18.10	18.10		18.10	18.10	29.70	29.70	29.70		29.70	29.70	30.00	30.00	30.00		30.00	30.00	21.90	21.90	21.90		21.90	21.90
<b>Past Performance including client references and years in business</b> <i>(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)</i>	10	-	-	-	-	-	0.00	-	-	10	-	-	0.00	-	-	10	-	-	0.00	-	-	8	8	-	0.00
<b>Total Points</b>	<b>100</b>	<b>18.1</b>	<b>18.1</b>	<b>18.1</b>	<b>0</b>	<b>18.1</b>	<b>18</b>	<b>29.7</b>	<b>29.7</b>	<b>29.7</b>	<b>0</b>	<b>29.7</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>0</b>	<b>30</b>	<b>30</b>	<b>21.9</b>	<b>21.9</b>	<b>21.9</b>	<b>0</b>	<b>21.9</b>	<b>22</b>

Note: Bermello Ajamil & Partners (BA) chose not to participate in presentation and Q&A.

Evaluation Committee Members:	Initials
Stacie Weiss - Director, Parks and Recreation	SW
Luann Scott - Recreation Advisory Board Member	LS
Chris Casale - Asst. Parks and Recreation Director, City of Oakland Park	CC
Adrian Hernandez - Asst. Parks and Recreation Director, Town of Surfside	AH
Trevor Fall - Broward County Parks and Recreation	TF

*Chris Casale*  
3/6/2024

Prepared by: Purchasing Division  
Date: 03/6/2024

**City of Cooper City  
Evaluation Committee Ranking  
Parks and Recreation Master Plan  
RFP 2023-6-REC**

Evaluation Criteria	Max Points	Bermello Ajamil & Partners (BA)						Chen Moore and Associates (CMA)						Miller Legg						Walters Zackria Associates (WZA)					
		SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG
<b>Firm Qualifications and Experience</b> <i>(involving the creation of comprehensive Parks and Recreation Master Plan for municipalities serving similar populations)</i>	20	16.00	20.00	20.00	-	20.00	15.20	13.00	20.00	20.00	-	15.00	13.60	20.00	20.00	20.00	-	20.00	16.00	16.00	19.00	15.00	-	15.00	13.00
<b>Qualifications and Experience of Key Personnel</b>	10	10.00	10.00	10.00	-	10.00	8.00	10.00	10.00	10.00	-	10.00	8.00	10.00	10.00	10.00	-	10.00	8.00	10.00	10.00	10.00	-	10.00	8.00
<b>Best Overall Approach to the Scope of Services:</b> <i>knowledge of current trends in park planning and recreational program implementation, resources and availability.</i>	30	25.00	30.00	30.00	-	25.00	22.00	20.00	29.00	30.00	-	20.00	19.80	30.00	30.00	30.00	-	30.00	24.00	25.00	30.00	25.00	-	15.00	19.00
<b>Price Proposal</b>	30	18.10	18.10	18.10	-	18.10	18.10	29.70	29.70	29.70	-	29.70	29.70	30.00	30.00	30.00	-	30.00	30.00	21.90	21.90	21.90	-	21.90	21.90
<b>Past Performance including client references and years in business</b> <i>(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)</i>	10	8.00	10.00	10.00	-	10.00	7.60	5.00	10.00	10.00	-	10.00	7.00	10.00	10.00	10.00	-	10.00	8.00	8.00	9.00	10.00	-	10.00	7.40
<b>Total Points</b>	<b>100</b>	<b>77.1</b>	<b>88.1</b>	<b>88.1</b>	<b>0</b>	<b>83.1</b>	<b>71</b>	<b>77.7</b>	<b>98.7</b>	<b>99.7</b>	<b>0</b>	<b>84.7</b>	<b>78</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>0</b>	<b>100</b>	<b>86</b>	<b>80.9</b>	<b>89.9</b>	<b>81.9</b>	<b>0</b>	<b>71.9</b>	<b>69</b>

Evaluation Committee Members:	Initials
Stacie Weiss - Director, Parks and Recreation	SW
Luann Scott - Recreation Advisory Board Member	LS
Chris Casale - Asst. Parks and Recreation Director, City of Oakland Park	CC
Adrian Hernandez - Asst Parks and Recreation Director, Town of Surfside	AH
Trevor Fall - Broward County Parks and Recreation	TF

Prepared by: Purchasing Division  
Date: 02/26/2024

**FORMULA EXAMPLE**

Vendor	Total Proposed Cost	Example Maximum Allowable Points	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to the nearest tenth		Total Points Awarded - Round to the nearest tenth
Vendor A	\$100.00	30	$\$100 / \$100 \times 30 = 30$	30.0	30.0
Vendor B	\$150.00	30	$\$100 / \$150 \times 30 = 20$	20.0	20.0
Vendor C	\$200.00	30	$\$100 / \$200 \times 30 = 15$	15.0	15.0
Vendor D	\$250.00	30	$\$100 / \$250 \times 30 = 12$	12.0	12.0
Vendor E	\$300.00	30	$\$100 / \$300 \times 30 = 10$	10.0	10.0
Vendor F	\$350.00	30	$\$100 / \$350 \times 30 = 8.6$	8.6	8.6

**RFP 2023-6-REC Pricing FORMULA**

Vendor	Total Proposed Cost	Example Maximum Allowable Points	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to the nearest tenth		Total Points Awarded - Round to the nearest tenth
Miller Legg	\$173,500.00	30	$\$100 / \$100 \times 30 = 30$	30.0	30.0
Chen Moore	\$175,000.00	30	$\$100 / \$150 \times 30 = 20$	29.7	29.7
Walter Zackria	\$237,326.60	30	$\$100 / \$200 \times 30 = 15$	21.9	21.9
Bermello Ajamil	\$287,240.00	30	$\$100 / \$200 \times 30 = 15$	18.1	18.1

Bermello \$287,240.00  
 Chen Moore \$175,000.00  
 Miller Legg \$173,500.00  
 Walter Zackria \$237,326.60

**City of Cooper City  
Evaluation Committee Ranking  
Parks and Recreation Master Plan  
RFP 2023-6-REC**

Evaluation Criteria	Max Points	Bermello Ajamil & Partners (BA)						Chen Moore and Associates (CMA)						Miller Legg						Walters Zackria Associates (WZA)					
		SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG
<b>Firm Qualifications and Experience</b> <i>(involving the creation of comprehensive Parks and Recreation Master Plan for municipalities serving similar populations)</i>	20	16	-	-	-	-	0.00	13	-	-	-	-	0.00	20	-	-	-	-	0.00	16	-	-	-	-	0.00
<b>Qualifications and Experience of Key Personnel</b>	10	16	-	-	-	-	0.00	16	-	-	-	-	0.00	16	-	-	-	-	0.00	16	-	-	-	-	0.00
<b>Best Overall Approach to the Scope of Services:</b> <i>knowledge of current trends in park planning and recreational program implementation, resources and availability.</i>	30	25	-	-	-	-	0.00	26	-	-	-	-	0.00	30	-	-	-	-	0.00	25	-	-	-	-	0.00
<b>Price Proposal</b>	30	-	-	-	-	-	0.00	-	-	-	-	-	0.00	-	-	-	-	-	0.00	-	-	-	-	-	0.00
<b>Past Performance including client references and years in business</b> <i>(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)</i>	10	8	-	-	-	-	0.00	5	-	-	-	-	0.00	10	-	-	-	-	0.00	8	-	-	-	-	0.00
<b>Total Points</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Evaluation Committee Members:	Initials
Stacie Weiss - Director, Parks and Recreation	SW
Luann Scott - Recreation Advisory Board Member	LS
Chris Casale - Asst. Parks and Recreation Director, City of Oakland Park	CC
Adrian Hernandez - Asst Parks and Recreation Director, Town of Surfside	AH
Trevor Fall - Broward County Parks and Recreation	TF

Prepared by: Purchasing Division  
Date: 02/1/2024

*Stacie Weiss  
02/26/2024*

**City of Cooper City  
Evaluation Committee Ranking  
Parks and Recreation Master Plan  
RFP 2023-6-REC**

Evaluation Criteria	Max Points	Bermello Ajamil & Partners (BA)						Chen Moore and Associates (CMA)						Miller Legg						Walters Zackria Associates (WZA)					
		SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG
<b>Firm Qualifications and Experience</b> <i>(involving the creation of comprehensive Parks and Recreation Master Plan for municipalities serving similar populations)</i>	20	-	-	20	-	-	0.00	-	-	20	-	-	0.00	-	-	20	-	-	0.00	-	-	15	-	-	0.00
<b>Qualifications and Experience of Key Personnel</b>	10	-	-	10	-	-	0.00	-	-	10	-	-	0.00	-	-	10	-	-	0.00	-	-	10	-	-	0.00
<b>Best Overall Approach to the Scope of Services:</b> <i>knowledge of current trends in park planning and recreational program implementation, resources and availability.</i>	30	-	-	30	-	-	0.00	-	-	30	-	-	0.00	-	-	30	-	-	0.00	-	-	25	-	-	0.00
<b>Price Proposal</b>	30	-	-	-	-	-	0.00	-	-	-	-	-	0.00	-	-	-	-	-	0.00	-	-	-	-	-	0.00
<b>Past Performance including client references and years in business</b> <i>(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)</i>	10	-	-	10	-	-	0.00	-	-	10	-	-	0.00	-	-	10	-	-	0.00	-	-	10	-	-	0.00
<b>Total Points</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Evaluation Committee Members:	Initials
Stacie Weiss - Director, Parks and Recreation	SW
Luann Scott - Recreation Advisory Board Member	LS
Chris Casale - Asst. Parks and Recreation Director, City of Oakland Park	CC
Adrian Hernandez - Asst Parks and Recreation Director, Town of Surfside	AH
Trevor Fall - Broward County Parks and Recreation	TF

*Chris Casale*  
2/26/2024

Prepared by: Purchasing Division  
Date: 02/1/2024

Meeting Date: 04/30/2024 Item #5.

*W. Hall*  
2/26/24

**City of Cooper City  
Evaluation Committee Ranking  
Parks and Recreation Master Plan  
RFP 2023-6-REC**

Evaluation Criteria	Max Points	Bermello Ajamil & Partners (BA)					Chen Moore and Associates (CMA)					Miller Legg					Walters Zackria Associates (WZA)								
		SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG
<b>Firm Qualifications and Experience</b> <i>(involving the creation of comprehensive Parks and Recreation Master Plan for municipalities serving similar populations)</i>	20	-	-	-	-	20	0.00	-	-	-	-	15	0.00	-	-	-	-	20	0.00	-	-	-	-	15	0.00
<b>Qualifications and Experience of Key Personnel</b>	10	-	-	-	-	10	0.00	-	-	-	-	10	0.00	-	-	-	-	10	0.00	-	-	-	-	10	0.00
<b>Best Overall Approach to the Scope of Services:</b> <i>knowledge of current trends in park planning and recreational program implementation, resources and availability.</i>	30	-	-	-	-	25	0.00	-	-	-	-	20	0.00	-	-	-	-	30	0.00	-	-	-	-	15	0.00
<b>Price Proposal</b>	30	-	-	-	-	-	0.00	-	-	-	-	-	0.00	-	-	-	-	-	0.00	-	-	-	-	-	0.00
<b>Past Performance including client references and years in business</b> <i>(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)</i>	10	-	-	-	-	10	0.00	-	-	-	-	10	0.00	-	-	-	-	10	0.00	-	-	-	-	10	0.00
<b>Total Points</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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Trevor Fall - Broward County Parks and Recreation	TF

Prepared by: Purchasing Division  
Date: 02/1/2024

**City of Cooper City  
Evaluation Committee Ranking  
Parks and Recreation Master Plan  
RFP 2023-6-REC**

Evaluation Criteria	Max Points	Bermello Ajamil & Partners (BA)					Chen Moore and Associates (CMA)					Miller Legg					Walters Zackria Associates (WZA)								
		SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG	SW	LS	CC	AH	TF	AVG
<b>Firm Qualifications and Experience</b> <i>(involving the creation of comprehensive Parks and Recreation Master Plan for municipalities serving similar populations)</i>	20	-	20	-	-	-	0.00	-	20	-	-	-	0.00	-	20	-	-	-	0.00	-	<del>19</del> 19	-	-	-	0.00
<b>Qualifications and Experience of Key Personnel</b>	10	-	10	-	-	-	0.00	-	10	-	-	-	0.00	-	10	-	-	-	0.00	-	10	-	-	-	0.00
<b>Best Overall Approach to the Scope of Services:</b> <i>knowledge of current trends in park planning and recreational program implementation, resources and availability.</i>	30	-	30	-	-	-	0.00	-	29	-	-	-	0.00	-	30	-	-	-	0.00	-	30	-	-	-	0.00
<b>Price Proposal</b>	30	-	-	-	-	-	0.00	-	-	-	-	-	0.00	-	-	-	-	-	0.00	-	-	-	-	-	0.00
<b>Past Performance including client references and years in business</b> <i>(THE CITY RESERVES THE RIGHT TO CONTACT ANY CUSTOMER OF A PROPOSER REGARDLESS OF WHETHER OR NOT THE CUSTOMER IS INCLUDED BY CONTRACTOR AS REFERENCE)</i>	10	-	10	-	-	-	0.00	-	10	-	-	-	0.00	-	10	-	-	-	0.00	-	<del>9</del> 9	-	-	-	0.00
<b>Total Points</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Evaluation Committee Members:	Initials
Stacie Weiss - Director, Parks and Recreation	SW
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Trevor Fall - Broward County Parks and Recreation	TF

Prepared by: Purchasing Division  
Date: 02/1/2024

*Luann Scott  
2/26/24*

# Vendor Compliance Check List

Meeting Date: 04/30/2024 Item #5.



<b>Vendor: Mille Legg &amp; Associates, Inc.</b>  <b>FEIN: 65-0563467</b>	<b>Does Vendor appear on the following:</b>	
	<b>YES</b>	<b>NO</b>
<a href="#">Florida Convicted Vendor List</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<a href="#">Florida Suspended Contractors</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<a href="#">Scrutinized Companies</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<a href="#">Broward County Debarred List</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<a href="#">State of Florida Corporations (Sun Biz)</a>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<a href="#">E-Verify</a>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Verified by: Purchasing	Date: Wednesday, March 20, 2024	



# Vendor Compliance Check List

Meeting Date: 04/30/2024 Item #5.

[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.*

## 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	<a href="#">Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance</a> [  575.8 kB ]
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	<a href="#">Notice of Default - Club Tex, Inc.</a> [  111.8 kB ]
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	<a href="#">Notice of Default - Correctional Consultants, LLC</a> [  85.9 kB ]
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	<a href="#">Notice of Default - iColor Printing and Mailing, Inc.</a> [  320.2 kB ]
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	<a href="#">Notice of Default - Visual Image Design Firm, LLC</a> [  1.8 MB ]

Updated 12/10/19

## Vendor Compliance Check List

Meeting Date: 04/30/2024 Item #5.

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
Lanka IOC Ltd	Sudan	India	September 19, 2007	Yes
Managem SA	Sudan	Morocco	November 9, 2010	Yes
Mangalore Refinery & Petrochemicals Ltd	Sudan & Iran	India	September 19, 2007	Yes
Malaysia Marine & Heavy Engineering Holdings Bhd	Sudan & Iran	Malaysia	March 18, 2014	Yes
MISC Bhd	Sudan & Iran	Malaysia	September 19, 2007	Yes
Mosenergo	Iran	Russia	September 16, 2008	Yes
Oil India Ltd	Sudan	India	September 18, 2012	Yes
Oil & Natural Gas Corp (ONGC)	Sudan & Iran	India	September 19, 2007	Yes
ONGC Videsh Limited (OVL)	Sudan & Iran	India	March 18, 2014	Yes

# 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 Pled 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	<a href="#">Rust Wizard Inc.</a>	03/24/17
Agra-Cycle Corporation	11/06/01	Glo & Go Inc.	04/01/93	<a href="#">S.H. Marketing, Inc.</a>	08/17/20
<a href="#">All County Plumbing Contractors, Inc.</a>	07/08/20	Global Transmissions	09/10/92	S.T. Wicole Const. Corp.	05/06/91
<a href="#">All County Plumbing, Inc.</a>	08/17/20	Globe Electric Company, Inc.	12/10/03	Saber Sales, Inc.	11/08/88
<a href="#">Alpha Construction Svcs &amp; Consulting Svces</a>	08/11/20	Graphic Productions Co.	02/27/90	<a href="#">Saints-Enterprises II, LLC</a>	12/15/20
Ammunition Reloaders	05/22/92	HDC Advertising, Inc.	05/06/03	<a href="#">Samantha L. List, P.A.</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	<a href="#">Infinite Distributors LLC</a>	09/30/20	Sheerson Construction, Inc.	05/17/00
Bob's Towing	06/09/04	<a href="#">Intercoastal Marketing, LLC</a>	12/15/20	<a href="#">Shiv Lingam Kirtan Mandali Inc.</a>	08/06/20
BRC Construction Company, Inc.	12/14/05	<a href="#">J.M. List Services, LLC</a>	08/11/20	<a href="#">SLL Consulting LLC</a>	08/11/20
<a href="#">Broward Plumbing Specialists, Inc.</a>	08/17/20	<a href="#">J/M List Services, LLC</a>	08/11/20	<a href="#">Southeast Underground Utilities Corp.</a>	12/12/17
Caribbean Air Surveys, Inc.	03/01/91	<a href="#">J/M List, Incorporated</a>	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	<a href="#">Lawn Wizard USA, Inc.</a>	09/29/15	Statewide Transportation & Recovery Services	11/02/00
		<a href="#">Lawn Wizard USA, LLC</a>	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
<a href="#">Coastal Industries USA, LLC</a> (d/b/a Rust Wizard)	03/24/17	Marquee Enterprises, Inc.	06/08/07	<a href="#">Toilet Taxi Corp.</a>	07/07/15
Coastal Utilities, Inc.	03/05/99	Marsten/THG Modular Leasing	12/13/95	Total Connection	04/30/92
Compass Corp.	06/29/04	Major Computer, Inc.	10/28/91	Toussaint Landscaping	11/04/92
Control Press	06/29/04	Med Sure Associates	05/05/97	Transglobal Marketing	12/28/92
Cordes Door Co., Inc.	09/01/96	Moody Maintenance Products	04/06/06	<a href="#">Tropical Growers USA, Inc.</a>	03/24/17
Cox & Palmer Const. Corp.	03/14/89	Nighthawk International Corp.	10/25/96	Truck City Body Corp.	12/01/96
Custom Design To A Tee	05/15/96	<a href="#">OJS Systems, Inc.</a>	12/22/14	Urban Organization, Inc.	03/05/99
<a href="#">Degen's Lawn &amp; Garden Inc.</a>	11/04/11	Omega Group, Inc.	10/30/97	<a href="#">Veas Supply, LLC</a>	08/17/20
<a href="#">Digital Comm Inc.</a>	05/16/11	<a href="#">Precision Detailing dba J M List Services</a>	08/11/20	<a href="#">Venturi Supplies, Inc.</a>	08/17/20
Dixie Lock & Supply Inc.	02/17/92	Protective Service Int'l	03/01/91	<a href="#">VIMAC USA, Inc.</a>	05/31/17
<a href="#">Eastern Elevator Service, Inc.</a>	02/13/19	Public Safety Systems	03/04/91	<a href="#">Viravar, LLC</a>	08/17/20
Federal Fence Co., Inc.	11/12/90	Puskadi Ltd.	11/07/90	Weiser Security Services	12/09/93
		Quality Loan Service	03/07/91	Wildcat Wrecking Corp.	09/10/92

Rahming Funeral Home	09/01/92	Woodcraft Custom Homes	06/06/88
<a href="#">RC Aluminum Industries Inc.</a>	06/20/14	<a href="#">Z &amp; Z, Inc.</a>	08/11/20

Vendor Compliance  
Check List

Meeting Date: 04/30/2024 Item #5.

**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
<b>Morningstar, Inc (Sustainalytics)</b>	<b>United States</b>	<b>October 25, 2023</b>
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

October 25, 2023  
Page 2

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
<b># of Companies that Boycott Israel</b>	<b>18</b>	

# Vendor Compliance Check List

Meeting Date: 04/30/2024 Item #5.

**FILED**  
**Jan 17, 2024**  
**Secretary of State**  
**7542449137CC**

**2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P95000021117

**Entity Name:** MILLER, LEGG & ASSOCIATES, INC.

**Current Principal Place of Business:**

13680 NW 5TH STREET  
SUITE 200  
SUNRISE, FL 33325

**Current Mailing Address:**

13680 NW 5TH STREET  
SUITE 200  
SUNRISE, FL 33325 US

**FEI Number:** 65-0563467

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

KROLL, MICHAEL D  
13680 NW 5TH STREET  
SUITE 200  
FORT LAUDERDALE, FL 33309 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:** MICHAEL D KROLL

01/17/2024

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title      CEO, PRESIDENT, DIRECTOR  
Name      KROLL, MICHAEL D  
Address    1297 TERRYSTONE COURT  
City-State-Zip: WESTON FL 33326

Title      CFO, TREASURER, DIRECTOR  
Name      HERNANDEZ, LESLIE D  
Address    2337 NW 187 AVENUE  
City-State-Zip: PEMBROKE PINES FL 33029

Title      ASSISTANT TREASURER  
Name      ROSSI, MARTIN P.  
Address    922 NORTH 16TH AVENUE  
City-State-Zip: HOLLYWOOD FL 33020

Title      COO, SECRETARY, DIRECTOR  
Name      LARSON, DYLAN  
Address    40 NW 76TH AVENUE  
              #203-1  
City-State-Zip: PLANTATION FL 33324

Title      ASSISTANT SECRETARY  
Name      MOJICA, JOAQUIN A  
Address    2400 NE 65 STREET  
              #702  
City-State-Zip: FORT LAUDERDALE FL 33308

Employer ▲	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Miller, Legg & Associates, Inc.	Miller Legg	Open	02/02/2011		20 to 99	3	FL



## CITY COMMISSION STAFF REPORT

**DEPARTMENT:** Human Resources

**DATE:** April 30, 2024

**SUBJECT:** Motion to approve and authorize the job descriptions for the Finance, Administration and HR Departments, as well as the Public Works Superintendent and the Administrative Services Manager positions for the Public Works Department. – **Human Resources**

### **CITY MANAGER RECOMMENDATION:**

The City Manager recommends the approval of the job descriptions for the Finance, Administration and HR Departments, as well as the Public Works Superintendent and the Administrative Services Manager positions for the Public Works Department.

### **BACKGROUND OF ITEM:**

At the August 22, 2023 City Commission meeting, the Commission approved and adopted the findings and recommendations of the Classification and Compensation Study Report conducted by Evergreen Solutions LLC with specific approval and authorization for the City Manager to reclassify or re-title certain job titles and positions.

In accordance with the presentation schedule outlined during the January 23, 2024 Commission Meeting, draft versions of the Job Descriptions for the Finance, Administration and HR Departments, as well as the Public Works Superintendent and Administrative Services Manager positions for the Public Works Department, are now being presented for Commission review and approval.

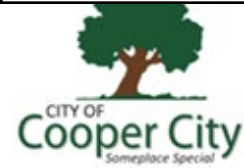
### **ANALYSIS:**

Updating the City’s job descriptions will optimize the existing compensation framework while simultaneously enhancing the City’s capacity to attract and retain talent in the most competitive classifications.

### **ATTACHMENTS:**

1. Exhibit A: Job Descriptions.
2. Funding Source for New Public Work Positions

Workflow History 			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to City Attorney	04/15/24 11:32 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	04/19/24 10:06 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	04/19/24 02:33 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/19/24 04:12 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/19/24 04:14 PM



## Accountant

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

This position performs professional responsible work in accounting and records maintenance functions in the Finance Department. -The work is performed under the general supervision of the Assistant Finance Director. - Areas of responsibility include, but are not necessarily limited to, processing payroll, expenditure and revenue reporting, and accounts receivable.

### 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.

- Maintains the general ledger, all account attributes in a manner conducive to proper reporting, and reviews and interprets general ledger and accounting reports.
- Reconciles various ledgers and accounts, e.g., money market, operating accounts, investment accounts, and the general ledger; - to include bank reconciliations.
- Prepares various reports, financial statements, and records related to the City's payroll, finance, and accounting functions.
- Prepares and reviews accounting transactions related to grant funds, reviews of expenditures and revenue reports for grants, and prepares the annual Schedule of Expenditure of Federal Awards and State Financial Assistance (SEFA).
- Prepares and submits monthly sales tax payables.
- Prepares analytical reports of various projects and program tracking to ensure proper allocation of project disbursement to various grants/programs.
- Ensures accuracy of grants, investments, cash management, revenue monitoring, and forecasting.
- Processes biweekly payroll according to policies and procedures and in compliance with state and federal regulatory requirements, e.g., FICA, Social Security, and Medicare withholdings.
- Processes deposits, transfers, and various other transactions.
- Monitors accounts receivable. Inputs and maintains financial, payroll, and accounts--related information into the computer-based accounting system.
- Performs complex accounting procedures to reconcile City accounts and financial records with outside state and federal agencies, banks, and financial institutions, regulatory agencies, and various other entities.
- Assists in the management of the City's cash and investment program in accordance with Generally Accepted Accounting Principles and City policies.
- Prepares adjusting entries to reports and accounts as required.



- Assists co-workers with complex or unusual accounting-related issues.
- Assists external auditors in year-end closing functions in preparing the fringe benefits portion of the Comprehensive Annual Comprehensive Financial Report (ACFR) in accordance with GASB 68 and 75.
- Prepares the statistical tables to be included in the Comprehensive Annual Comprehensive Financial Report.
- Stays abreast of new practices, trends, and advances in accounting and financial reporting. Reads professional literature and attends seminars and training sessions as appropriate.
- Manages collection, retention, transfer, and distribution of records.
- Schedules disposal of records in accordance with both City policy and legal requirements.
- -Responsible for account reconciliation and analyses - reconciles various ledgers and accounts.
- Performs other duties as directed.
- Administers and reconciles all P-Cards

### QUALIFICATIONS

#### **Education and Experience:**

Bachelor's degree or equivalent. Minimum of Two (2) years of experience in a related field; or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field, may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license within 30 days by the date of hire.

#### **Knowledge, Skills, and Abilities:**

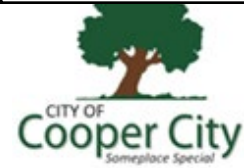
- Knowledge of accounting and auditing principles and practices in their application to a wide variety of accounting transactions and problems.
- Ability to effectively operate and utilize modern office technologies, such as computers, standard software applications, and associated peripheral equipment.
- Ability to make decisions within established accounting policies and procedures.
- Ability to prepare and explain financial statements, accounting reports, and records.
- Ability to establish and maintain effective relationships with other employees and the public.

### 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, 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

General office setting: frequent interruptions and many deadlines to meet.



## Accounting Supervisor

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

Responsible for work in the Finance Department and Utility Billing Department. -Areas of responsibility includes overseeing the utility billing functions, accounts receivable, and audits. -Work is performed under the general supervision of the Assistant Finance Director and the Finance Director.

### 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.

- Directs and assists staff in the processing of customer invoices and payments for utilities, Waste Management, and EMS Services.
- Researches and resolves complex customer concerns.
- Oversees utilities account-related activities, including but not limited to turn-off list, processing ing lien inquires, and preparing work orders.
- Supervises and audits the balancing of daily revenue intake; ensures accurate recording of deposits; transfers balances between accounts; does daily bank run.
- Directs and assists with payroll system set up of deductions, etc. Monitors, records, corrects, and remits payroll deductions including but not limited to taxes, HSA, retirement, and pension funds, etc.
- Creates financial reports for the Finance Director as needed.
- Schedules disposal of records in accordance with both City policy and legal requirements.
- Trains and evaluates assigned staff.
- Processes and reports to the State annually unclaimed property.
- Prepares and reviews accounting transactions related to grant funds, reviews expenditures and revenue reports for grants, and prepares the annual Schedule of Expenditure of Federal Awards and State Financial Assistance (SEFA).
- Prepares analytical reports of various projects and program tracking to ensure proper allocation of project disbursement to various grants/programs.
- Assists external auditors in year-end closing functions in preparing the fringe benefits portion of the Annual Comprehensive Annual Financial Report in accordance with GASB 68 and 75.
- Performs other duties as directed.

### QUALIFICATIONS

#### **Education and Experience:**

Bachelor's Degree in Accounting or Finance or a related field. Minimum of three (3) years of experience in a related field; or an equivalent combination of education, training, and experience. ~~Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field, may substitute on a year-for-year basis for one year of the required experience or education.~~ Possess or be able to obtain a valid State of Florida driver's license within 30 days by the date of hire.

### Knowledge, Skills, and Abilities:

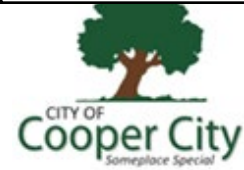
- Knowledge of governmental accounting and budgeting principles and procedures.
- Knowledge of modern office practices and procedures.
- Knowledge of data processing applications related to accounting and proficiency in Word and Excel.
- Knowledge of accounting terms and principles.
- Knowledge of governmental accounting and budgeting principles and procedures.
- Knowledge of modern office practices and procedures.
- ~~Knowledge of data processing applications as it related to accounting and proficiency in Word and Excel.~~
- Knowledge of governmental accounting and budgeting principles and procedures.
- Knowledge of modern office practices and procedures.
- Knowledge of data processing applications ~~as it~~ related to accounting and proficiency in Microsoft Office, especially in Excel, ~~and~~ Word, and Power Point.
- Ability to review, analyze, and interpret fiscal and financial records.
- Ability to maintain records and to prepare and submit neat and clear reports.
- Ability to prepare complex journal entries.
- Ability to prepare various state reports and forms.
- Ability to analyze and perform research on computerized and manual records.
- Ability to express ideas effectively orally and in writing.
- Ability to operate standard office machines.

### 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 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

General office setting: frequent interruptions and many deadlines to meet.



## Accounting Technician

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

Responsible for routine accounts-related record keeping work involving a wide variety of City functions. Areas of responsibility include, but are not necessarily limited to, accounts payable, payment processing, accounts receivable, annual unclaimed property disbursements, ~~purchase orders~~, and auditing of the parking lot accounts. Responsible for working as an RV Lot Manager. ~~The P~~osition supports department functions in various administrative tasks, e.g., answering telephones, distributing mail, and responding to customer questions and concerns.

### 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.

- Enters invoices and Processes payments and applies them to proper accounts, and balances payments to the general ledger.
- Performs s weekly check run and ACH run.
- Prepares s various reports documenting events and activities in area of responsibility.
- ~~Provide assistance~~ Assists with bank reconciliations and interests.
- Processes payments and applies them to proper accounts, ~~and~~ and balances payments to the general ledger.
- ~~Provide assistance to department staff.~~
- Researches and resolves customer complaints and any inaccuracies; analyzes and reconciles outstanding account balances.
- Processes es and remits s 1099's annually.
- Supports efficient department operations through administrative tasks, e.g., answering telephones, greeting the public, distributing mail, and processing correspondence.
- Annually identifies, processes, and remits s the City's escheated unclaimed checks/property to the State.
- Manages collection, retention, and transfer, and distribution of records.
- Performs all general and customary functions necessary to manage the City's RV storage lot in accordance with the City's ~~written policy~~ ies # 10-001.
- Receives and resolves s all RV Lot customer service calls and emails.
- Aids year-end audit as it pertains to documentation for accounts payable and RV Storage lots

- Serve as the first line of contact for new and prospective RV Lot tenants; processes new and closes out all RV Lot lease agreements.
- Opens new RV Lot accounts, reviews invoices, and processes payments.
- Runs the RV Lot reports for past due balances, violations, and vacancies, and forwards them to upper management/the City Attorney's Office for disposition.
- Files RV Lot violations, notices, and due balance letters in their respective account file.
- Maintains and calls Residents on the RV Lot waiting list.
- Meets with residents who must come in person to sign their lease, receive the rules and regulations, provide proof of residency, and submit current and valid registration for the exact property to be stored and payment in full for the billing cycle.
- Performs monthly audits of the east and west lots.
- ~~Performs related duties as directed.~~
- Supports efficient department operations through administrative tasks, e.g., answering telephones, greeting the public, distributing mail, and processing correspondence.
- Accesses, inputs, and retrieves information from a computer.
- Assists Supervisor in preparing billing and notices and division functions.
- Identifies and remits unclaimed property to the State.
- Performs the administrative duties of the City's RV storage lot:
  - Meets with prospective RV lot tenants.
  - Processes lease agreements, invoices, and payments.
  - Assists in resolving tenant issues.
  - Performs monthly audits and runs monthly reports.
- Performs other duties as directed.

## QUALIFICATIONS

### **Education and Experience:**

High school diploma or equivalent. ~~One to two (1-2)~~ Minimum of one years of experience in a related field; or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field, may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license ~~within 30 days~~ by the date of hire.

### **Knowledge, Skills, and Abilities:**

- Knowledge of bookkeeping and accounts maintenance-related procedures and practices.
- Knowledge of basic accounting concepts and generally accepted accounting principles.
- Knowledge of administrative support procedures and practices.
- Ability to effectively operate and utilize modern office technologies, such as computers, standard software applications, and associated peripheral equipment.
- Ability to communicate in writing and orally.
- Skill in basic mathematical functions, e.g., addition, subtraction, multiplication, division.

**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 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**

General office setting: frequent interruptions and many deadlines to meet.



## **Administrative Specialist (Administration)**

*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. Responsible for moderately complex to advanced administrative duties that support efficient operations, quality customer service, and continued workflow for the 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. 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., scheduling meetings, and maintaining multiple electronic logs, lists, and records, reports, and operations files.
- Creates and establishes new files/accounts applicable to the area of assignment, e.g., customer/vendor accounts, and case files.
- Generates and prepares complex departmental reports according to prescribed schedules and regulatory reporting requirements, e.g., weekly, monthly, quarterly, and annually.
- Drafts, transcribes and 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.
- Responds to requests for general information regarding department/division operations and; directs sensitive or complex matters to appropriate staff.
- Performs moderately complex accounts maintenance activities specific to the area of assignment, e.g., processing fees and payments, calculating fees/charges, tracking budgetary activities, and preparing payroll time records.

- Maintains confidential information with appropriate discretion.
- Takes the lead on City Staff events, luncheons, and special events.
- Performs other duties as directed.

## QUALIFICATIONS

### Education and Experience:

~~Graduation from high school or possession of an acceptable equivalent diploma~~ High school diploma or equivalent. Two to three (2-3) Minimum of 2 years of experience in a related field; or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license by the date of hire ~~Possess or be able to obtain a valid State of Florida driver's license within 30 days of hire.~~

### 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., photocopiers, computers, calculators, etc.
- Knowledge of the use and application of standard computer software packages, e.g., Microsoft Word, Excel, PowerPoint, etc. 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.

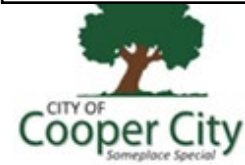
## PHYSICAL/MENTAL DEMANDS

Tasks involve the ability to exert light physical effort in sedentary to light work, ~~but~~ which may involve ~~some~~ lifting, carrying, pushing, and pulling ~~of~~ objects and materials of ~~light weight~~ lightweight (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

General office setting: frequent interruptions and many deadlines to meet.





## Assistant Finance Director

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

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.

### 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.~~

- ~~In the absence of the Finance Director,~~ ~~A~~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 staff; provides or coordinates staff training; works with staff to correct deficiencies; responds to staff questions and concerns.
- Participates in the development and implementation of goals, objectives, policies, projects, 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~~ing~~ 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~~them 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, ~~including~~ recording expenses and submitting required documents.
- 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.
- Maintains records and controls on all the City's fixed assets and property. Prepares necessary depreciation and value schedules for the annual audit.
- Performs other duties as directed.

## QUALIFICATIONS

### Education and Experience:

Bachelor's degree or equivalent. Minimum of Five (5) years of experience in municipal government accounting; or an equivalent combination of education, training, and experience. CPA certification preferred. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license by the date of hire Possess or be able to obtain a valid State of Florida driver's license within 30 days of hire.

### Knowledge, Skills, and Abilities:

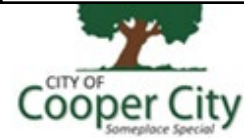
- Knowledge of principles and practices of finance, investment and cash management, and budget and public accounting, including business administration, program development, implementation, and management in a municipal setting.
- Knowledge of administrative principles and practices, including goal setting, 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 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 the principles and practices of employee supervision, including work planning, assignment, reviews and evaluations, and the training of staff in work procedures.
- Techniques for effectively representing the City ~~in contacts~~ with governmental agencies, various businesses, 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~~ and 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.

## 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 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**

General office setting: frequent interruptions and many deadlines to meet.



## Senior Budget Analyst Budget Manager

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 Senior Budget Analyst Budget Manager directs the development and oversight of the City's annual budget. Responsible for researching, analyzing, and presenting numerous options for financial management and planning. Work involves the daily operations of budget management, analyses of fiscal conditions, year-end projections, review and monitoring of department budgets, and evaluations of financial alternatives consistent with City goals and objectives. This position reports directly to the Assistant Finance Director.

### **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.

- Administers the City's operating budget.
- Develops goals and associated policies, procedures, and priorities for the city budget process.
- Develops, coordinates, and maintains strategic, fiscal, and management policies for the city budget and the capital program.
- Prepares, monitors, and coordinates the budgets of city government and prepares special reports as required.
- Attends and establishes conferences and public and professional meetings.
- Formulates and monitors revenue and expenditure projections.
- Conducts management's review of proposed expenditures.
- Assures that the operation budget is balanced.
- Assesses the impact of the Capital Improvement Plan on the operating budget.
- Responsible for the monthly interim financial management reports and analysis.
- Conducts and creates trend analysis for revenue and expenditures.
- Conducts and creates feasibility studies.
- Conducts training when necessary.
- Provides general assistance to the Chief Financial Officer.
- Prepares and updates statistical tables for the Annual Comprehensive Financial Report (ACFR).
- Maintains software used for preparing the budget for the City.
- Performs other duties as directed.

## QUALIFICATIONS

### **Education and Experience:**

Bachelor's degree in Accounting, Finance, or Public Finance. ~~Minimum of F~~three (3) years of experience in a related field, or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. ~~Possess or be able to obtain a valid State of Florida driver's license by the date of hire Possess or be able to obtain a valid State of Florida driver's license within 30 days of hire.~~

### **Knowledge, Skills, and Abilities:**

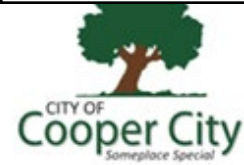
- Knowledge of modern budgeting principles and practices.
- Knowledge of data processing applications ~~as they relate~~related to accounting, including Word, Excel, Access, and PowerPoint.
- Knowledge of the principles and practices of government policies, finances, management, and budgeting methods and concepts.
- Knowledge of all federal, state, and local regulatory requirements applicable to the City's financial and budgetary activities.
- Knowledge of the funding process in a municipal environment as related to budgeting, cost accounting, financial planning, and management.
- Knowledge of the principles, practices, and procedures of supervision, and ~~city-wide~~city-wide organization and administration.
- Knowledge and ability to plan, implement, and coordinate complex technical and administration programs.
- Knowledge of the principles, practices, and methods of accounting.
- Knowledge of budgetary procedures and practices, and ability to apply such to the City's budgeting system.
- Knowledge of the principles of information technology and automated procedures.
- Knowledge of governmental accounting principles and practices.
- Ability to express ideas effectively, both orally and in writing.
- Ability to perform financial analysis and evaluation of budget requests to make appropriate recommendations for budget preparation and monitoring.
- Ability to use objective and analytical processes to project revenues and expenditures.
- Ability to assist departments in the preparation of their budgets, including, but not limited to, training on the budget program and analyzing expenditures.
- Ability to review departments' budgets and to make recommendations to comply with approved operating and capital fund budgets.
- Ability to direct efforts to prepare the proposed and final budget documents.
- Ability to establish and maintain effective working relationships with the general public.

## 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 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**

General office setting: frequent interruptions and many deadlines to meet.



## City Manager

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 ~~e~~City ~~m~~anager shall be the chief administrative officer of the ~~e~~City. The ~~manager~~Manager shall be responsible to the ~~e~~Commission for the administration of all ~~city~~City affairs placed in ~~his or her~~their charge by or under the ~~city~~City ~~C~~harter. Under the general direction of the ~~City~~City Commission, executive-~~l~~level administrative, technical, and professional work is performed. ~~The~~ ~~P~~osition has latitude in interpreting municipal policy and procedure. -Responsibilities include ~~exercising supervision over all municipal employees either~~supervising all municipal employees directly or through subordinate supervisors, and providing administrative direction to the City ~~e~~D~~e~~partment ~~D~~irectors.

### 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.

- See that all laws, provisions of this ~~e~~Charter, and acts of the ~~commission~~Commission subject to enforcement by the ~~manager~~Manager or by officers subject to the ~~manager~~Manager's direction and supervision, are faithfully executed. Plans and organizes workloads and staff assignments, trains, motivates, and evaluates assigned staff, reviews progress, and directs changes as needed.
- Exercise the administrative powers of the ~~city~~City through such departments, divisions, and agencies as the ~~commission~~Commission may, by ordinance or resolution, from time to time, establish. The head of each department, division, or agency, except as otherwise provided by law or by this ~~charter~~Charter, shall be responsible to the ~~Manager~~Manager for the operation thereof, and shall perform such duties and have such powers as may be prescribed. Two or more departments, ~~and~~ divisions, and agencies may be headed by the same individual. Provides professional advice to the City Commission and department heads; communicates official plans, policies, and procedures to councils, boards, and the public.
- Recommend all department heads and designated assistant department heads, subject to confirmation by the ~~city~~City ~~C~~ommission and to recommend removal at will, subject to confirmation by the ~~C~~ity ~~C~~ommission, except as otherwise herein provided, to employ and remove all other employees of the ~~city~~City, basing such recommendation and removals upon merit and fitness to perform the duties of the position. The terms "department heads" and "designated assistant department heads", ~~as used in this paragraph (C),~~ also applies to those persons who are not employees of the ~~city~~City but perform the functions or duties of a department head or designated assistant department head of the ~~city~~City. The term "confirmation", as used in this paragraph ~~(C),~~ requires examination and approval by a majority vote of the ~~city~~City ~~commission~~Commission. Issues written and

oral instructions; assigns duties and examines work for conformance with established policies and procedures.

- Attend all meetings of the ~~cityCity~~ ~~commission~~ Commission with the right to take part in the discussion but without having a vote and shall be responsible ~~to see for ensuring~~ that minutes ~~are kept~~ of the proceedings are kept.
- Prepares and submits a preliminary annual City's budget and administers the adopted budget.
  - Prepare and submit the annual budget and capital improvement program to the ~~commission~~ Commission after inviting and considering individual ~~commission~~ Commissioner input and public input. Ensures all laws and ordinances are faithfully performed.
- Submit to the ~~commission~~ Commission and make available to the public within thirty (30) days after the close of each fiscal year, a complete report on the finances and administrative activities of the ~~cityCity~~ for the preceding fiscal year.
- Make ~~such~~ other reports as the ~~commission~~ Commission may require concerning the operations of ~~cityCity department~~ Departments, offices, and agencies subject to the ~~manager~~ Manager's direction and supervision.
- Supervise the purchase of all materials, supplies, and equipment for which funds are provided in the budget and advise the ~~commission~~ Commission on the advantages or disadvantages of contract and bid proposals. No purchase shall be made, contract let, or obligation incurred for any item or service which exceeds the current budget appropriation without a supplemental appropriation by the ~~commission~~ Commission.
- The ~~cityCity manager~~ Manager shall issue ~~such~~ rules governing purchasing procedures within the administrative organization as the ~~commission~~ Commission shall approve.
- Develop job descriptions, pay and benefit plans, personnel policies, and any other matters necessary to exercise control and direction over the ~~cityCity's~~ organization and operations, with such job descriptions, pay and benefit plans, and personnel policies being subject to approval by a majority vote of the ~~cityCity~~ ~~commission~~ Commission.
- Perform ~~such~~ other duties as ~~are~~ specified in the ~~cityCity charter~~ Charter or may be required by the ~~commission~~ Commission.

## QUALIFICATIONS

### **Education and Experience:**

The ~~cityCity manager~~ Manager shall have a combination of a Bachelor's degree in Public Administration, Business Administration, or other related fields from an accredited college or university and three (3) years' ~~of~~ public administration experience, ~~or~~ ten (10) years' experience in public administration, with at least three (3) years' experience in a ~~City manager~~ Manager or ~~Assistant City manager~~ Manager position, which is credentialed by the International City Management Association. ~~Must have a valid State of Florida driver's license.~~

### **Knowledge, Skills, and Abilities:**

- Knowledge of City laws, regulations, policies, and practices.
- Knowledge of budget development principles and methods.
- Working knowledge of municipal finance, human resources, public works, public safety, and community development in relation to municipal administration.
- Ability to prepare, administer, and implement municipal budgets and programs.



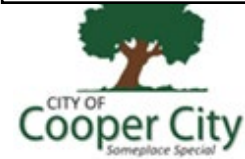
- Knowledge of methods used in developing surveys and preparing reports.
- Ability to analyze and resolve a broad range of administrative and citizens' issues, or direct such to appropriate entities.
- Ability to maintain positive public relations through tact and courtesy.

### **PHYSICAL/MENTAL DEMANDS**

Tasks involve the ability to exert light physical effort in sedentary work, ~~but~~ which may involve ~~some~~ lifting, carrying, pushing, or pulling objects and materials of light-weight (5-10 pounds). -Tasks may involve extended periods ~~of time~~ at a keyboard or workstation. -Work is generally performed indoors in an office setting with occasional exposure to environmental factors.

### **WORKING CONDITIONS**

General office setting: frequent interruptions and many deadlines to meet.



## Customer Service Representative I

*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

This is responsible customer service-oriented clerical work, which involves greeting and receiving customers, processing payments, and aiding customers in resolving accounts-related discrepancies. Work also includes accounting for cash and negotiable instruments received from the public. Employees in this classification function in an entry-level capacity in maintaining customer utility accounts. Employees in this classification assume responsibility for more complex aspects of the work through experience in the position. Work is performed under direct supervision.

### 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.*

- Greets and receives walk-in customers and the public at City Hall, answers phone calls, responds to emails, and processes mail.
- Processes payments, accepts cash, checks, and other negotiable instruments, and issues receipts.
- Researches and resolves customer concerns and accounts-related discrepancies, e.g., high consumption complaints, and meter re-reads.
- Provides explanation regarding utility billing functions; responds to general information requests.
- Balances daily revenue intake from the cash drawer and prepares daily deposits for the City bank account.
- Maintains, creates, and updates customer accounts, e.g., payments, closing or opening accounts.
- Participates in other utilities accounts related activities, e.g. such as, turn-off lists, process lien inquiries, and preparing work orders.
- Provides assistance and guidance to newer staff in department processes and procedures.
- Scans and attaches all backup for customer accounts.
- Answer the phone and aids in resolving customer inquiries.
- Checks reports on a regular basis to locate high balances due to possible tampering or broken meters; create work orders to have the meters checked.
- Processes release of liens on accounts due to high balances.
- Cross trains and provides back-up for Customer Service II.
- Performs other duties as directed.

## QUALIFICATIONS

### Education and Experience:

High school diploma or equivalent. ~~One to two (1-2)~~ Minimum of one (1) years of experience in a related field; or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license by the date of hire ~~Must have a valid State of Florida driver's license.~~

### Knowledge, Skills, and Abilities:

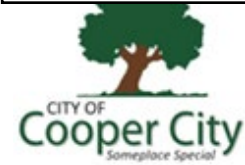
- Knowledge of principles of cashiering.
- Knowledge of business arithmetic.
- Knowledge of office procedures, methods, and equipment.
- Ability to promote and maintain effective departmental and public relations.
- Ability to effectively operate and utilize modern office technologies, such as computers, standard software applications, and associated peripheral equipment.

## 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 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

General office setting: frequent interruptions and many deadlines to meet.



## Customer Service Representative II

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

This is highly responsible customer service-oriented clerical work, which involves greeting and receiving customers, processing payments, and aiding customers in resolving accounts-related discrepancies. Work also includes accounting for cash and negotiable instruments received from the public. Employees in this classification function in a journey-level capacity in maintaining customer utility accounts. The Position also provides aid and guidance to newer staff in department processes and procedures. Work is performed under direct supervision.

### 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.

- Greets and receives walk-in customers and the public at City Hall, answers phone calls, and aids in solving customer inquiries.
- Review the "Value Adjustment Board" letter from Broward County Property Appraiser monthly for changes with accounts.
- Processes payments, accepts cash, checks and other negotiable instruments; issues receipts.
- Prepares liens to be sent to the county to be recorded and then released when paid in full.
- Researches and resolves customer concerns and accounts-related discrepancies, e.g., high consumption complaints, and meter re-reads.
- Provides explanation regarding utility billing functions; responds to general information requests.
- Balances daily revenue intake from the cash drawer and prepares daily deposits for the City bank account.
- Maintains, creates, and updates customer accounts, e.g., payments, closing or opening accounts.
- Participates in other utilities accounts-related activities, e.g., such as turn-off lists, process lien inquiries, and preparing work orders.
- Provides assistance and guidance to newer staff in department processes and procedures.
- Processes return payments.
- Verifies deposit receipt from back and research deposit discrepancies.
- Sorts all incoming mail daily.
- Enters Meter reads manually, if necessary.
- Enters payment arrangements/promise-to-pay from residents. Go through accounts with payment arrangements and adjust late fees.
- Sends notification to owners regarding tenants' water turns off.

- Creates work orders to turn on or turn off water services.
- Assembles welcome brochures for new residents.
- Verifies supplies are stocked and readily available to perform daily duties.
- Processes EMS delinquent charges.
- Performs other duties as directed.

### QUALIFICATIONS

#### **Education and Experience:**

High school diploma or equivalent. ~~Two to three (2-3)~~ Minimum of two (2) years of experience in a related field; or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license by the date of hire~~Must have a valid State of Florida driver's license.~~

#### **Knowledge, Skills, and Abilities:**

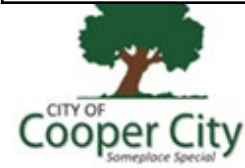
- Knowledge of basic accounting concepts and regulatory standards.
- Knowledge of administrative support procedures and practices. Ability to communicate in writing and orally.
- Ability to promote and maintain effective public relations.
- Skilled in basic mathematical functions, ~~e.g. such as~~, addition, subtraction, multiplication, division.
- Skilled in using modern office technologies, ~~e.g. such as~~, calculators, computers, printers, photocopiers, cash registers, and ~~a~~-computerized handheld devices.

### 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 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

General office setting: frequent interruptions and many deadlines to meet.



## Customer Service Representative III

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

Responsible for assisting in the daily activities of the Utility Customer Service Division, including helping customers and processing payments for new services, as well as finalizing old utility accounts. Employees in this classification are responsible for serving as second in command in the Customer Service Division and support development and implementation of Utility Billing policies and procedures. Also acts as a backup for Customer Service Rep II for performing daily deposits.

### 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.

- Processes payments and applies to proper accounts, and balances payments to the general ledger.
- Prepares and posts department deposits for the City; prepares and sends out deposit letters.
- Creates and maintains accounts, and processes work orders for new accounts.
- Performs posting and balancing functions for accounts receivable.
- Provides assistance to departments, department staff, and customers.
- Researches and resolves customer complaints and any inaccuracies; analyzes and reconciles outstanding account balances.
- Supports efficient department operations through administrative tasks, e.g., answering telephones, greeting the public, distributing mail, and processing correspondence.
- Accesses, inputs, and retrieves information from a computer.
- Import and Export handheld as well as and Radio meter reads and routes.
- Reviews and creates route books as accounts are created.
- Processes lien searches, including information from the Building and Code Enforcement Depts.
- Reviewing and preparing billing and notices.
- Tracks and posts bad debt.
- Billing customers of all fees, including, turn off, turn on, tampering, etc.
- Posts web payments daily.
- Verify deposits and prepare daily deposit bag.
- Maintains all final work orders.
- Registers abandoned properties in the City.
- Archives paperwork monthly.
- Assist Customer Service supervisor with division functions.

- Finalizes and opens new utility accounts.
- Provides backup assistance as a US Passport Agent.
- Provides training, guidance, and instruction to customer service staff.
- Performs other duties as directed.

## **QUALIFICATIONS**

### **Education and Experience:**

Associate degree or equivalent. ~~Two to three (2-3)~~ Minimum of two (2) years of experience in a related field; or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license by the date of hire ~~Must have a valid State of Florida driver's license.~~

### **Knowledge, Skills, and Abilities:**

- Knowledge of basic accounting concepts and regulatory standards.
- Knowledge of administrative support procedures and practices.
- Ability to communicate in writing and orally.
- Ability to promote and maintain effective public relations.
- Skilled in basic mathematical functions, e.g., addition, subtraction, multiplication, division.
- Skilled in using modern office technologies, e.g., calculator, computer, printer, photocopier, cash register, and a computerized handheld device.

## **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, 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**

General office setting: frequent interruptions and many deadlines to meet.

## Director of Communications / Public Information Officer



*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 the City 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 Ceity 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 cityCity'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, promoting, 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 the 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 City's 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.
- Performs other duties as directed.

## QUALIFICATIONS

### Education and Experience:

- Bachelor's degree in communications, public relations, marketing, telecommunications, English, or related field. At least five (5) years of Public Relations/Communications experience with a proven track-record in a fast-paced environment, or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license by the date of hire.~~Possess or be able to obtain a valid State of Florida driver's license within 30 days of hire.~~

### Knowledge, Skills, and Abilities:

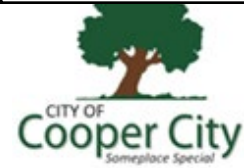
- Excellent written and verbal communication skills, ~~specifically~~ including expertise in AP Style.
- Strategic thinker who excels at devising and executing original, creative, and innovative ideas.
- Strong organizational skills and ability to handle multiple tasks and meet deadlines.
- Able to excel 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 the 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 walking.

## WORKING CONDITIONS

General office setting: frequent interruptions and many deadlines to meet.



## Executive Assistant to Elected Officials

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

This position is an advanced, confidential and highly responsible administrative assistant position where work is performed for the City Commissioners and Mayor, as the elected officials of the City of Cooper City.

### 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.

- Performs complex, specialized, and confidential administrative support work on-behalffor of the Elected Officials.
- Accountable for actingActs as a confidential liaison for the Elected Officials with City Management, Neighboring City Officials, Local, State, and Federal Agencies, Committees and Advocacy Groups, School Officials and coordinators, cityCity staff, cityCity advisory boards, residents, vendors, and the local business community, in compliance with applicable laws.
- Coordinates complex travel arrangements and scheduling (this may require coordination with affiliated groups, agencies, and committees), budget management, including receipt retrieval, Per Diem Requests, and Budget Requests for Reimbursement when travel is reserved by means other than the City's preferred method of procurement.
- Secures attendance and participation in conferences, trainings, and state and federal advocacy events on behalf of the Elected Officials.
- Performs a variety of specialized, complex, and highly visible executive administrative functions, including the generation of material for Elected Officials' public speaking engagements, including, but not limited to speech writing, letter writing, and article preparation.
- Researches and prepares materials for official correspondence of the Elected Officials.
- Researches and develops material for publication for the Elected Officials.
- Attends meetings, conferences, and briefings for the purpose of providingto provide representation for or by the Elected Officials. Reports to the Elected Officials, and provides a-briefings and information on perspective gained concerning such meetings, conferences, and briefings or the material or information disseminated on their behalf.
- Classifies sensitive, complex information and provides analytical perspective to Elected Officials when requested.

- Updates Advisory Boards regarding statutory requirements and ensures that all members are aware of Sunshine requirements, ~~city~~City ordinances, and procedural policies in coordination with ~~the~~ City Clerk and ~~the~~ City Attorney.
- Provides administrative support to advisory boards, including budget procurement, management, and maintenance; coordinates meeting times, dates, venues, and public postings.
- Creates and prepares awards, certificates, letters of commendation, and goodwill memorabilia for public presentation and issuance to residents, organizations, ~~city~~City employees, public officials, and other community leaders as requested by Elected Officials.
- Reads and screens incoming correspondence, making preliminary assessment of the sensitivity, priority, importance, propriety, and resolution. Makes resolution referrals to appropriate executive staff or provides resolution by means of procedural protocol and practiced knowledge of city functions.
- Coordinates with the City Clerk regarding Public Official requirements such as annual ethics training hours, office account reporting (when applicable), lobbyist meeting requests, public appearances involving more than one member of the Commission, Form 1 collection, Broward County Code of Ethics Disclosure Form completion and other ~~C~~city, ~~C~~county, and ~~s~~State required submissions or transmittals.
- Researches and compiles data and materials for use in Elected Official meetings.
- Attends community meetings and events with the Elected Officials and contributes to meeting dialogue, as requested. Attends events and meetings on behalf of ~~E~~elected ~~O~~officials, if requested, when Elected Official ~~are~~ unable to attend.
- Receives incoming calls and applies applicable discretion regarding the response, which may involve the ~~transmittal of transmitting~~ information to executive-level ~~city~~City staff, ~~coordination~~ coordinating with various ~~city~~City departments, or directing resolution. Arranges for ~~the~~ City Manager's assistant to receive calls when out of the office and covers calls for ~~the~~ City Manager's assistant when requested.
- Keeps the Elected Officials apprised of ~~the~~ use of ~~city~~City leave time and absences from office, in accordance with Elected Official requirements and responses.
- Performs all departmental procurement activities for the management of the commission office as well as on behalf of the Elected Officials.
- Maintains positive working relationships with members of ~~city~~City staff, management, residents, the business community, vendors, representatives, and staff.
- Coordinates and hosts events for and by the Elected Officials.
- Attends ~~city~~City functions as a representative of the Elected Officials.
- Receives Advisory Board direction from the City Clerk based on Commission Meeting action and coordinates with Advisory Boards regarding the execution of that direction.
- Makes inquiries for information from City staff on behalf of the Elected Officials.
- Completes special projects as requested by the Elected Officials.
- Performs scheduling and communicating on behalf of the Elected Officials.
- Performs other duties as directed.

## QUALIFICATIONS

### Education and Experience:

Bachelor's degree or equivalent. Four to five (4-5) years of experience in a related field; or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license by the date of hire~~Must have a valid State of Florida driver's license.~~

**Knowledge, Skills, and Abilities:**

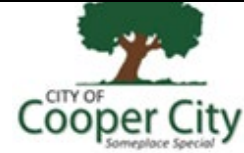
- Knowledge of local government practices and procedures deadlines.
- Skilled in verbal and written communication.
- Skilled in organization and the ability to multitask.
- Skilled in interpersonal and customer service.
- Skilled in the use of standard office equipment and Microsoft Office Suite.
- Skilled in problem-solving and decision-making.
- Ability to function as gatekeeper and escalate relevant information to Elected Officials as needed.
- Ability to work effectively with minimal supervision.
- Ability to treat confidential information with appropriate discretion.
- Ability to pay attention to details.

**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 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**

General office setting: frequent interruptions and many deadlines to meet.



## Finance Director/CFO

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

This position is responsible for all administrative and fiscal functions associated with directing the Finance Department operations, including General Ledger Accounting, Grant Accounting, Treasury, Accounts Payable and Receivable, Debt Administration, Budgeting, Payroll, Pensions, Financial Systems, Purchasing and Contracting, Customer Service, and Information Technology. -The Pposition develops, recommends, and implements City financial policies and procedures. Work is performed under the general direction of the City Manager.

### 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.

- Plans, evaluates, and directs departmental policies, programs, and operations; develops recommendations for the City Manager; and implements approved policies, programs, and procedures accordingly.
- Directs the financial operations of the City by through an established central accounting system through subordinate staff.
- Engaged in various areas of accounting and fiscal management, e.g., treasury, budget adherence, customer service, payroll, purchasing, capital improvements, pension, and debt administration.
- Directs the preparation of financial statements and cost reports at regular intervals, including operating and capital outlay expenditures, revenue projects, the annual budget, the annual financial report, and grant reports.
- Directs approval of disbursements for goods and services within budget appropriations.
- Directs annual year-end closing functions in conjunction with auditors.
- Reviews and approves vendor invoices for payment and directs the activities of the IT functions associated with all accounting, fiscal, payables, and receipts activities.
- Performs human resource management functions, e.g., interviewing, selecting, hiring, disciplinary actions, recommending promotion, and performance evaluations.
- Directs the treasury collection activity and custody of public funds; oversees the investment of City funds and the payment of bond obligations.
- Serves as financial advisor to City.
- Performs other duties as directed.

## QUALIFICATIONS

### Education and Experience:

Bachelor's degree or equivalent in accounting or business administration. ~~Minimum of seven (7) years of experience in a related field municipal government accounting;~~ or an equivalent combination of education, training, and experience.- CPA certification preferred. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license by the date of hire.~~Must have a valid State of Florida driver's license.~~

### Knowledge, Skills, and Abilities:

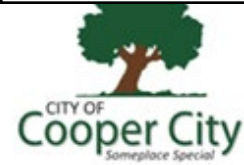
- Knowledge of the laws and policies governing municipal finance and accounting practices and procedures.
- Knowledge of accounting practices and administrative policies.
- Knowledge of fiscal matters associated with governmental accounting, e.g., municipal bonds, contracts management, grant administration, and investment.
- Ability to effectively operate and utilize modern office technologies, such as computers, standard software applications, and associated peripheral equipment.
- Ability to formulate and install methods, procedures, forms, and record systems.
- Ability to supervise professional and clerical staff.
- Ability to prepare complex financial reports.
- A strong customer service orientation in work and communication with coworkers, management, elected officials, and citizens.

## 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 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

General office setting: frequent interruptions and many deadlines to meet.



## Human Resources Director/ Risk Manager

*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

Highly responsible administrative work managing the human resource and risk management functions of the City. -Responsible for managing all ~~functions relating to personnel~~ personnel-related functions, such as safety, disciplinary procedures, collective bargaining, training, benefits, and equal employment opportunity. -Additional areas of responsibility include, but are not necessarily limited to, formulating policies and procedures, job classification, training and development, contract negotiations, risk management, and legal compliance of City, State, and Federal laws. Work is performed under the general direction of the City Manager.

### 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.*

- Prepares and implements all personnel policies and procedures. -Makes recommendations for improvement of policies, processes, and practices.
- Provides consulting services to the City Manager and City departments with interpreting policies and procedures.
- Recommends and directs the implementation of the employee Classification and Compensation Plan. -Research and compiles data for wage and benefit surveys.
- Creates and revises job descriptions subject to appropriate approvals.
- Advises and counsels City management staff on handling grievances and recommends responses.
- Conducts investigations into incidents, accidents, or claims to determine root causes and prevent recurrence, implementing corrective actions as necessary.
- Represents the City in Collective Bargaining and ~~u~~Union negotiations.
- Works with the City Attorney and City Manager on discrimination claims, grievances, unemployment claims, and union matters.
- Establishes and supervises an effective safety and loss prevention program.
- Reviews and audits the total insurance program, including general liability, automobile liability, property liability, workers' compensation, fiduciary, and casualty, and makes recommendations.
- Responsible for administering employee training and development on various topics, such as sexual harassment, workplace violence, and safety training, etc.

- Oversees the recruitment, testing, interviewing, and selection process, working closely with department heads to ensure legal compliance and responds to complaints related to the City's hiring process.
- Submits data applicable to various Federal and State regulatory standards for reporting purposes, e.g., such as the ACA, EEOC, FMLA, Veteran's Preference, HIPAA compliance, and others etc.
- Writes requests for bids and proposals to solicit brokers, benefit vendors, temporary services, and executive-level employment searches.
- Oversees the employee evaluation process and approves all changes in personnel status, such as merit increases and promotions, subject to appropriate approvals. -Provides coaching to managers and supervisors in providing complete and objective performance appraisals.
- Prepares departmental budget and develops goals, and objectives, and performance indicators.
- Coordinate succession planning for key contributors and management positions.
- Performs other duties as directed.

### QUALIFICATIONS

#### **Education and Experience:**

Bachelor's degree in Human Resources Management, Public Administration, Business Management, or a closely related field. ~~Five–Seven (5-7)~~ Minimum of five (5) years of experience in Human Resources and Risk Management in a public sector environment, a minimum of two (2) years at the supervisor level, or an equivalent combination of education, training, and experience. -SHRM Certification preferred highly desired. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license by the date of hire. Must have a valid State of Florida driver's license.

#### **Knowledge, Skills, and Abilities:**

- Knowledge of Federal, State, and local regulatory standards and guidelines applicable to human resources administration, e.g., COBRA administration, FMLA, labor law compliance, FLSA, ADA, worker's compensation, and reporting standards.
- Knowledge of safety requirements and regulations and the techniques of loss prevention.
- Knowledge of computer programs such as Microsoft Office and ADP.
- Knowledge and ability to establish and implement policies and procedures and communicate them with City personnel.
- Knowledge of insurance as it applies to general liability, property liability, worker's compensation, group medical coverage, and other municipal coverage.
- Ability to research, interpret, compile, and present data relevant to human resources administration, e.g., worker's compensation law, benefits regulations, policy, and procedures.
- Ability to effectively operate and utilize modern office technologies, such as computers, Human Resources Information Systems, standard software applications, and associated peripheral equipment.
- Ability to research, analyze, and organize statistical data and prepare comprehensive reports.
- Ability to develop training and recommend effective programs to achieve human resources goals.
- Ability to communicate effectively in both oral and written formats.



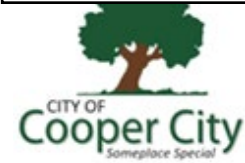
- A strong customer service orientation ~~in work~~ and communication with coworkers, management, elected officials, and citizens.

### **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 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**

General office setting: frequent interruptions and many deadlines to meet.



## Human Resources Generalist

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

Specialized administrative work coordinating various phases of the City-wide/Citywide human resource function. -Responsible for staffing, payroll, benefits, worker's compensation, risk management, COBRA, legal compliance, employee wellness, and employee relations. -This position is instrumental in ensuring the City's regulatory compliance with State and Federal laws and employment guidelines.

### 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.

- Enrolls employees in benefit plans for health, dental, vision, disability, life, flex spending, and other offered benefits; processes employee changes as required.
- Processes payroll, e.g., pay increases, salary adjustments, direct deposit, benefit premiums, and voluntary deductions.
- Reconciles insurance billing, e.g., such as health, dental, vision, disability, life, employee physicals, and other offered benefits; approves invoices for payment.
- Schedules and conducts open enrollments, employee training, health fairs, and meetings.
- Coordinates risk management functions as a liaison between interested parties such as attorneys and insurance carriers; researches and prepares information and reports to assist with litigious actions.
- Creates, maintains, and updates employee files in compliance with applicable regulatory standards; provides records requests; maintains employee statistical data for reporting and analysis purposes; monitors leave time and processes vacation/sick time conversions.
- Functions as a central point for employee communications, e.g., benefit changes, memoranda, open enrollments, and holiday schedules.
- Maintains data applicable to various Federal and State regulatory standards for reporting purposes, e.g., OSHA, EEOC, and new hires.
- Responsible for new employee onboarding and orientation.
- Issues employee identification cards/tracks city property.
- Provides employee data to management/records requests.
- Performs other duties as directed.

## QUALIFICATIONS

### Education and Experience:

Bachelor's degree or equivalent. ~~Two to three (2-3)~~ Minimum of two (2) years of experience in a related field; or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license by the date of hire. ~~Must have a valid State of Florida driver's license.~~

### Knowledge, Skills, and Abilities:

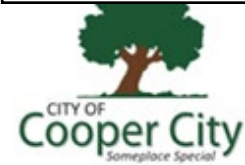
- Knowledge of Federal and State regulatory standards and guidelines applicable to human resources Administration, e.g., COBRA administration, FMLA, labor law compliance, and reporting standards.
- Knowledge and ability to interpret and communicate City human resources policies, practices, and procedures.
- Knowledge of worker's compensation laws, claims procedures, reporting requirements, and case management principles.
- Ability to research, interpret, compile, and present data relevant to human resources administration, e.g., worker's compensation law, benefits regulations, policy, and procedures.
- Ability to effectively operate and utilize modern office technologies, such as computers, Human Resources Information Systems, standard software applications, and associated peripheral equipment.
- 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 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

General office setting: frequent interruptions and many deadlines to meet.



## Meter Reader

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, performs technical work in the reading of water meters and recording of water consumption. -Work includes the manual or electronic recording of meter readings, disconnection and connection of water services, report problems, and the usage of computers to enter all readings and codes. Work is reviewed through observation and written reports for adherence to established policies and procedures.

### 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.

- Reads water consumption meters and enters data in route books or handheld computers.
- Walks or drives vehicle along established routes to take readings of meter dials.
- Verifies readings in cases where consumption appears to be abnormal. (Upon request/ work-order)
- Inspects meters for unauthorized connections, defects, or damage, such as broken seals.
- Connects and disconnects utility services at specific locations.
- Reports to Customer Service Department any problems such as meter irregularities, damaged equipment, or impediments to meter access, including dogs.
- Adheres to practices of safe use and handling of equipment and tools utilized in the performance of duties.
- Assists other staff ~~as-needed~~ within the scope of knowledge, skills, and abilities.
- Completes assigned work orders.
- Performs other duties as directed.

### QUALIFICATIONS

#### **Education and Experience:**

High school diploma or equivalent. ~~Zero to one (0-1)~~ Minimum of one (1) year of experience in a related field; or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license by the date of hire ~~Possess or be able to obtain a valid State of Florida driver's license within 30 days of hire.~~

**Knowledge, Skills, and Abilities:**

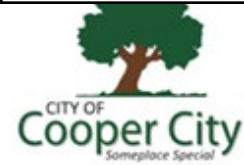
- Knowledge of the geography of Cooper City.
- Ability to fulfill the physical requirements and demands of the work, e.g., frequent walking, bending, lifting, standing, talking, and hearing.
- Ability to utilize hands and fingers to handle or feel objects, tools, or controls.
- ~~Ability to lift or move up to 25 pounds.~~
- Ability to have specific close vision and ability to adjust focus to read meters accurately.
- Ability to understand, interpret, and follow written and verbal instructions.

**PHYSICAL/MENTAL DEMANDS**

Tasks involve the ability to exert moderate to heavy physical effort, which may involve heavy lifting, carrying, pushing, or pulling ~~of~~ objects and materials of heavy-weight (e.g., up to 25 or more pounds). Tasks require physical agility in which some combination of the following is typically required, e.g., bending, kneeling, climbing, crawling, and stooping. Tasks may involve extended periods ~~of time~~ working in outdoor conditions with exposure to disagreeable environmental conditions, e.g., solar radiation, heat, and humidity.

**WORKING CONDITIONS**

Field work: work outdoors under a wide range of conditions such as weather and environment.



## Administrative Services Manager Public Works Coordinator

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 Public Works Director, the ~~Public Works Coordinator~~Administrative Services Manager performs highly responsible managerial and technical work in planning and programming a wide range of activities in the Public Works Department. -This position is responsible for planning and administering the work of professional and operational staff; and other assigned responsibilities, including 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 Public Works Director 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, supervises, and participates in other activities such as solid waste 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 related to Public Works; 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.
- Assists in the preparation of the Public Works annual budget; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; recommends, within departmental policy, appropriate service, and staffing levels.

- 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 analysis, and administrative staff reports, including agenda items.
- Investigates public complaints to determine the proper action and responsibility required to correct the issue; ~~co~~coordinates with Code Enforcement on violations and 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 and vendor inquiries and complaints.
- Coordinates work with related governmental agencies and jurisdictions, as required.
- Develops and implements strategic initiatives to assure special projects are effectively and successfully carried out.~~executed.~~
- Manages and executes multiple special projects simultaneously, while effectively building teams and leveraging support.
- Assists the Director in administering contracts with consultants, vendors, and contractors, to ensure compliance with terms and conditions, which may include the inspection of work, evaluating quality and performance, analyzing change orders, approving progress payments, and ensuring the satisfactory completion of work.
- Assists with the preparation and completion of internal and external audits.
- Researches and prepares the Administration's response to various issues, such as inquiries from the Mayor and City Commission, residents, and community groups.
- Assists the Director in working with the Human Resources Department on employee-related issues.
- Manage individual staff, workgroups, and divisions as assigned by the Director.
- Performs other duties as directed.

## QUALIFICATIONS

### **Education and Experience:**

Associate degree or equivalent. Minimum of Three (3) years of managerial experience in any of the public works, utilities, building, or construction trades, or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license by the date of hire.~~Must possess a currently valid State of Florida driver's license with acceptable driving record.~~

### **Knowledge, Skills, and Abilities:**

- Knowledge of the principles and practices of Public Works 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.
- Ability to read and interpret documents and specifications.
- Ability to make accurate assessments and calculations in the preparation of program/project costs.
- Ability to develop technical specifications and scope of work documents required for the preparation ~~for~~ of formal bids or other required purchasing functions.
- Ability to plan, schedule z and direct multiple programs/projects on an ongoing basis, often concurrently.
- Ability to plan, schedule z and monitor the work of department employees and outside contractors to efficiently and effectively accomplish the goals of the City.
- Ability to effectively employ technology z, such as computers and software z, 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 s, letters s, or other means of written correspondence.
- Ability to establish and maintain effective and cooperative working relationships with the public, other employee, and City officials.
- Ability to correctly interpret and efficiently implement all applicable policies and procedures.
- Ability to operate a motor vehicle safely and legally.

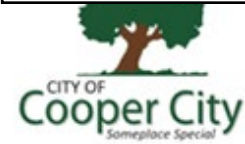
### **PHYSICAL/MENTAL DEMANDS**

Tasks involve the ability to exert light physical effort in sedentary to light work, which may involve some lifting, carrying, pushing z and pulling ef objects and materials of light z weight (up to 20 pounds). Tasks may involve extended periods of time at a keyboard or work station and extended periods of time standing and walking.

### **WORKING CONDITIONS**

General office setting: frequent interruptions and many deadlines to meet.





## Public Works Superintendent

*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 Public Works Superintendent performs a variety of professional leadership, coaching, training, administrative, managerial, and operational duties within the Public Works Department. Performs both assigned and independent duties. Requires coordination and implementation of a variety of Public Works projects. Responsible for the supervision, leadership, coaching, and training of employees. Administratively manages the associated materials, and equipment used in the maintenance of streets, vehicles, parks, sports fields, public Rights of Ways (ROW), City property, buildings, and facilities.

### 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.*

- ~~Assumes supervisory responsibility for assigned services and activities of the Public Works Department, including operation, maintenance, repair programs, services, sidewalks, buildings and facilities, parks, sport complexes, and activities related to the City's streets~~ Assumes supervisory responsibility for assigned services and activities of the Public Works Department, including operation, maintenance, and repair programs, services, and activities related to the City's streets, sidewalks, buildings and facilities, parks, sport complexes.
- Oversees the installation of traffic signs and pavement markings; supervises the City's fleet and equipment repair, maintenance, and management program.
- Supervises and participates in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommends and administers policies and procedures.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; recommends, within departmental policy, appropriate service and staffing levels.
- Plans, supervises, coordinates, and reviews the work plan for public works maintenance staff; assigns work activities, projects, and programs; reviews and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.
- Estimates staff time, equipment, and materials needed for planned projects; orders necessary supplies and equipment.
- Selects, trains, motivates, and evaluates assigned maintenance personnel; provides or coordinates staff training; works with employees to correct deficiencies; recommends disciplinary action.
- Oversees and participates in the development and administration of the Division's annual budget; participates in the forecast of forecasting funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; codes all invoices for payment from budget accounts; implements adjustments.

- Maintains records and prepares reports; monitors and reports on project timeline and expenditure compliance. Actively monitors the Public Works computer work\_order management system (~~iWorQ~~).
- Provides information for the planning, coordinating and overseeing ~~of~~ special construction projects.
- Serves as the liaison for the Public Works Department's Maintenance Division(s) with other divisions, departments, and outside agencies; negotiates and resolves sensitive and controversial issues.
- Provides responsible staff assistance to the Public Works Director; conducts a variety of investigations, and operational studies; recommends modifications to public works maintenance programs, policies, and procedures as appropriate.
- Attends and participates in professional group meetings; maintains awareness of new trends and developments in the field of public works maintenance and operations; incorporates new developments as appropriate.
- Responds to and resolves difficult and sensitive citizen inquiries and complaints, including those regarding necessary or ongoing repairs; provides and fosters strong customer relations.
- Provides emergency response for public works; responds to emergency calls after hours as necessary.
- Performs related duties as required.

### QUALIFICATIONS

#### **Education and Experience:**

Associate Degree in construction technology, business management, ~~or~~ public administration, or a related field. A Bachelor's degree is preferable. Minimum of Ten (10) years of increasingly responsible Public Works operations, maintenance, and construction experience, including two (2) years of administrative and supervisory responsibility, or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license by the date of hire.

#### **Knowledge, Skills, and Abilities:**

- Operational characteristics, services, and activities of a public works maintenance, repair, and construction program.
- Principles and practices of program development and administration.
- Principles and practices of municipal budget preparation and administration.
- Project cost estimating and expenditure control principles and practices.
- Principles of leadership, coaching, mentoring, supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations.
- Modern methods, tools, equipment, materials, and work practices that are utilized in public works maintenance, repair, and construction service areas, including streets, sidewalks, facilities, ~~and~~ buildings, and grounds, and as well as fleet and equipment repair, and maintenance activities.
- Types and levels of maintenance and repair activities generally performed in a public works field maintenance program.

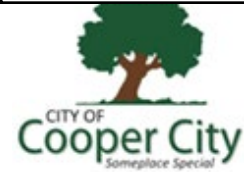
- Operating characteristics of light and heavy equipment.
- Modern office procedures, methods, and equipment, including computers and supporting software applications.
- Principles of business letter writing and report preparation.
- Occupational hazards and standard safety precautions.
- Oversee and participate in the supervision of a comprehensive public works maintenance, repair, and construction program, including operation, maintenance, and repair programs, services, and activities related to the City's streets, sidewalks, facilities, buildings and grounds, fleet and equipment repair, maintenance and management activities.
- Oversee, supervise, and coordinate the work of subordinate staff.
- Select, supervise, train, motivate, coach, and evaluate staff.
- Participate in the development and administration of division goals, objectives, and procedures.
- Prepare and administer maintenance and operational program budgets.
- Analyze problems, identify alternative solutions, project the consequences of proposed actions, and implement recommendations that support goals.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Ensure adherence to established safety rules, regulations, and guidelines.
- Assist with developing, reviewing, and approving construction standards, plans, and specifications.
- Prepare accurate descriptions of project requirements.
- Estimate the costs of repairs and maintenance requirements.
- Assign equipment to projects for maximum utilization.
- Skillfully and safely operate and maintain a variety of maintenance and construction equipment.
- Read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
- Respond to requests and inquiries from the general public; tactfully and courteously represent the Public Works Department during public contacts.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

### **PHYSICAL/MENTAL DEMANDS**

Tasks involve the ability to exert moderate physical effort, requiring considerable mobility when moving from one location to another to perform essential tasks. Involves various other intermittent physical activities that include, but may not necessarily be limited to, climbing, crawling, stooping, kneeling, and bending. Work may involve lifting, carrying, pushing, and pulling objects and materials of light, moderate, or heavy-weight, 50 pounds or more.

### **WORKING CONDITIONS**

Standard office setting and outdoor field environment; travel from site to site; some exposure to noise, dust, grease, smoke, fumes, noxious odors, gases, and all types of weather and temperature conditions; work and/or walk on various types of surfaces including slippery or uneven surfaces and rough terrain; incumbents may be required to work extended hours including evenings and weekends.



## Purchasing Manager

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

This position is responsible for technical work in procurement, contracts, and bid solicitation for City departments. Responsible for directing and supervising operations of the Purchasing division in the Finance Department. Emphasis is on planning, assigning, and reviewing the work of buyers and clerical employees engaged in the purchase of various commodities and services for use by the City. Responsibilities include providing management support for the Finance Director and administering complex procurement projects for the City. Work includes responsibility for the procurement of items, supplies, and services used throughout the City. The work is performed under the general supervision of the CFO/Finance Director.

### 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.

- Coordinates purchasing functions. Procures materials, supplies, and capital equipment, and contract services, according to established procedures.
- Prepares Invitations to Bid, Requests for Proposals, and other solicitation types, in accordance with City policy and procedure, and as required by City ordinance and state statutes.
- Coordinates the advertisement of statutorily required public notices of committee meetings, and other public purchasing-related meetings.
- Coordinates formal pre-bid meetings, bid openings, site visits, and negotiation meetings.
- Facilitates evaluation committee meetings for all formal solicitations.
- Coordinates selection of vendors, recommendations of award, issuance of purchase orders, addenda, and vendor notifications.
- Negotiates, renegotiates, and administers contracts with suppliers, vendors, and other representatives.
- Approves purchase contracts up to determined limits. Assists departments in drafting specifications and solicits bids on all purchases over determined limits.
- Makes recommendations regarding the selection of suppliers based on supplier performance, credit worthiness, overall responsiveness, and cost.
- Creates and maintains the City's vendor database, including verification of State registrations, business licenses, and addresses. Determines whether vendors need to be added vendors.
- Resolves problems of shortages and improper orders with vendors.

- Promotes good relations between departments and vendors. Ensures vendor performance in areas of customer service and support.
- Approves select vendor invoices and reconciles purchase orders. Prepares purchase orders and encumbrance reports and coordinates open balances with departments and City auditors.
- Reconciles and recommends ~~for~~ approval of all construction-related Applications for Payment and open retainage at year-end.
- Maintains records of purchases and contracts so that analysis can be made to optimize opportunities for improved sources, distribution of business, process, and terms relative to the changing economic conditions.
- ~~Maintains records and controls on all City fixed assets and property. Coordinates annual inventories and prepares necessary schedules of depreciation and value for City auditors and annual financial report.~~
- Properly disposes of surplus inventories, scrap material, and surplus or obsolete equipment via City auction/solicitation.
- Coordinates submittal and internal/external distribution of various financial documents throughout the year, e.g., annual proposed and adopted budgets, ~~Comprehensive~~ Annual Comprehensive Financial Reports (CAFRACFR), and FDOT reports to required recipients.
- Enforces City purchasing policies and procedures and ensures expenditures are within budgeted parameters.
- Follows and monitors purchasing laws and regulations.
- Provides backup support to Accounts Payable and IT personnel, as required.
- Trains, Supervises, and mentors Buyer position.
- Plans, assigns, and reviews the work of a staff of buyers and clerical employees engaged in purchasing various commodities and services for the City.
- Directs and supervises a staff of professionals, paraprofessionals, and clerical employees engaged in a variety of Purchasing and warehousing functions, in accordance with applicable City and Federal laws, regulations, ordinances, and professional ethical practices.
- Develops and recommends new systems and procedures relating to Purchasing activities.
- Maintains all vendor files
- Performs other duties as directed.

## QUALIFICATIONS

### Education and Experience:

~~Associate Bachelor's~~ degree or equivalent. ~~Three to five (3-5)~~ Minimum of five (5) years of experience in a related field; or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license by the date of hire. ~~Possess or be able to obtain a valid State of Florida driver's license within 30 days of hire.~~

### Knowledge, Skills, and Abilities:

- Knowledge of the practices involved in governmental purchasing property and control principles and practices.

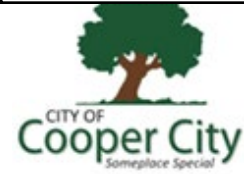
- Knowledge of the formal bid process, e.g., developing requests for proposal/quote, tabulating bids, and monitoring contract compliance.
- Knowledge of materials and supplies involved in City services.
- Ability to effectively operate and utilize modern office technologies, such as computers, standard software applications, and associated peripheral equipment.
- Ability to develop methods and procedures for the control of goods and services.

### **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 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**

General office setting: frequent interruptions and many deadlines to meet.



## Senior IT Technician

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 Senior IT Technician is responsible for analyzing, designing, installing, configuring, maintaining, and repairing network servers, systems, and subsystems. Oversees the computer/server operation and environment. Provides directions, information, and recommendations regarding network configurations and installations. Reports to the Finance Director.

### 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.

#### Along with the City's outsourced IT vendor:

- Creates, Implements computer networks, and maintains (intranet, Internet, Physical and Virtual Servers, VLAN creation, etc.) to ensure the effective and efficient running of the network.
- Utilizes client and server network software for monitoring and maintaining network and telecommunication systems.
- Maintains network operations and software applications, operating systems, and regular maintenance.
- Manages assigned projects and program components to deliver services in accordance with established objectives.
- Acts as point of escalation and Subject Matter Expert for service incidents and issues.
- Responds to inquiries from staff, administrators, service providers, site personnel, outside vendors, etc. to provide technical assistance and support.
- Supervises the administration of system and server related networks to ensure the availability of services to authorized users.
- Troubleshoots malfunctions of network hardware and software applications, telephones, and security systems to resolve operational issues and restore services.
- Provides primary support for firewalls and internal security applications.
- Provides support for all internally used applications (Windows-based).
- Performs other duties as directed.

## QUALIFICATIONS

### Education and Experience:

Bachelor's degree in computer technology is preferred (Two years of relevant experience may be substituted for each year of required education), supplemented by three (3) years of experience in a related field; or an equivalent combination of education, training, and experience. Additional qualifying experience or completion of coursework at an accredited college or university in a job-related field may substitute on a year-for-year basis for one year of the required experience or education. Possess or be able to obtain a valid State of Florida driver's license by the date of hire. ~~Possess or be able to obtain a valid State of Florida driver's license within 30 days of hire.~~

### Knowledge, Skills, and Abilities:

- Knowledge of data processing systems, concepts, and methodologies.
- Skill in Microsoft Office product environment (O365, Hybrid Exchange Server).
- Network Troubleshooting and configuration.
- Ability to establish and maintain effective and cooperative working relationships with those contacted in the course of work.
- Ability to use critical thinking skills to arrive at solutions and suggest improvements to processes.
- Ability to implement effective and innovative software development methodologies.

### Preferred:

- Knowledge of Nutanix Clusters and Hyper-V
- Knowledge in- Palo Alto Firewalls, Dell computer hardware and networking equipment, BS&A ERP solution, Unifi wireless environment, Unitrends DRaaS solution, and Endpoint Central Management Software
- Knowledge with A/V Broadcast Equipment.

## 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 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

General office setting: frequent interruptions and many deadlines to meet.



04/09/2024 REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY											
PERIOD ENDING 03/31/2024											
		END BALANCE	2023-24	2023-24	ACTIVITY FOR	YTD BALANCE	UNENCUMBERED				Forecasted
		09/30/2023	ORIGINAL	AMENDED	MONTH 03/31/24	03/31/2024	BALANCE	% BDGT		Forecasted	% BDGT
GL NUMBER	DESCRIPTION	NORM (ABNORM)	BUDGET	BUDGET	INCR (DECR)	NORM (ABNORM)		USED	Forecast	Surplus	USED
<b>Dept 317 - STREET MAINTENANCE</b>											
001-317-512100-512	SALARIES-REGULAR	0.00	191,942.00	191,942.00	3,270.00	19,280.00	172,662.00	10.04	40,080.00	151,862.00	20.88%
001-317-514000-512	SALARIES-OVERTIME	0.00	0.00	0.00	75.00	75.00	(75.00)	100.00			
001-317-521100-000	BENEFITS-FICA	0.00	14,684.00	14,684.00	250.59	1,454.16	13,229.84	9.90	3,066.21	11,617.79	20.88%
001-317-521200-000	BENEFITS-RETIREMENT	0.00	26,047.00	26,047.00	453.92	2,626.48	23,420.52	10.08	5,438.95	20,608.05	20.88%
001-317-521300-000	BENEFITS-GROUP INSURANCE	0.00	99,695.00	99,695.00	1,032.52	5,162.60	94,532.40	5.18	20,817.62	78,877.38	20.88%
001-317-521400-000	BENEFITS-WORKERS COMPENSATION	0.00	6,115.00	6,115.00	115.00	665.44	5,449.56	10.88	1,276.89	4,838.11	20.88%
001-317-522800-000	OTHER PAYROLL COSTS-STREET MAINT	52.75	0.00	0.00	0.00	0.00	0.00	0.00		<b>267,803.32</b>	
001-317-532310-544	RENTAL-EQUIPMENT	0.00	7,200.00	7,200.00	0.00	1,886.52	5,313.48	26.20			
001-317-533434-543	UTILITIES-SANITATION	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00	5,000.00	0%
001-317-534130-546	REPAIR-VEHICLE	0.00	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00	0.00	4,000.00	0%
001-317-534710-553	REPAIRS-ROAD & DRAINAGE	0.00	5,654.00	5,654.00	0.00	0.00	5,654.00	0.00	0.00	5,654.00	0%
001-317-534720-553	REPAIRS-SIDEWALK & BIKEWAY	0.00	19,700.00	19,700.00	0.00	0.00	19,700.00	0.00	0.00	19,700.00	0%
001-317-535185-553	SUPPLIES-SPECIAL	11,479.34	5,700.00	5,700.00	0.00	0.00	5,700.00	0.00	0.00	5,700.00	0%
001-317-535210-552	SUPPLIES-UNIFORMS	0.00	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00	0.00	1,500.00	0%
001-317-535410-553	SUPPLIES-SAFETY EQUIPMENT	0.00	3,600.00	3,600.00	0.00	0.00	3,600.00	0.00	0.00	3,600.00	0%
001-317-535620-552	SUPPLIES-GAS & OIL	0.00	11,000.00	11,000.00	0.00	0.00	11,000.00	0.00	0.00	11,000.00	0%
001-317-564400-564	EQUIPMENT & MACHINERY-VEHICLES	0.00	0.00	53,333.00	0.00	53,333.00	0.00	100.00		<b>56,154.00</b>	
001-317-564700-564	EQUIPMENT & MACHINERY-EQUIPMENT	15,302.96	0.00	6,780.00	6,610.00	6,610.00	0.00	100.00			
Net - Dept 317 - STREET MAINTENANCE		(26,835.05)	(401,837.00)	(461,950.00)	(11,807.03)	(91,093.20)	370,686.80	19.72%		<b>323,957.32</b>	

		Range		
<b>New Public Works Position</b>	<b>Grade</b>	<b>Min</b>	<b>Mid</b>	<b>Max</b>
Public Works Superintendent - Dept 311	122	81,127	103,437	125,747
Needed to fund PW Superintendent (5 months)			43,099	
Additional Benefits @ 33% (5 months)			14,223	
5 Month Subtotal			<b>57,321</b>	
<b>New Public Works Position</b>	<b>Grade</b>	<b>Min</b>	<b>Mid</b>	<b>Max</b>
Administrative Services Manager - Dept 311	120	73,484	93,820	114,056
<b>Current Position</b>				
Public Works Coordinator			81,600	
Needed to fund Admin Svcs Mgr (Annual)			12,220	
Needed to fund Admin Svcs Mgr (5 months)			5,092	
Additional FRS			691	
5 Month Subtotal			<b>5,783</b>	
5 Month Subtotal for both positions			<b>\$ 63,104</b>	
Projected Surplus in Dept 311 Salary & Benefits*			<b>\$ 184,381</b>	
<i>* Surplus due to vacancies in PW Director and PW Capital Projects Coordinator positions.</i>				
<i>This figure takes into account the budget amendment to fund the Interim Director.</i>				
<b>There is plenty of money in Public Works Administration's Salary &amp; Benefits line items to fund these two positions.</b>				

04/09/2024 REVENUE AND EXPENDITURE REPORT FOR CITY OF COOPER CITY											
PERIOD ENDING 03/31/2024											
		END BALANCE	2023-24	BUDGET	2023-24	ACTIVITY FOR	YTD BALANCE	UNENCUMBERED			
		09/30/2023	ORIGINAL	AMENDMENTS	AMENDED	MONTH 03/31/24	03/31/2024	BALANCE	% BDGT		Forecasted
GL NUMBER	DESCRIPTION	NORM (ABNORM)	BUDGET		BUDGET	INCR (DECR)	NORM (ABNORM)		USED	Forecast	Surplus
<b>Dept 311 - PUBLIC WORKS ADMINISTRATION</b>											
001-311-512100-519	SALARIES-REGULAR	255,625.74	421,135.00	(78,636.00)	342,499.00	15,039.92	90,796.53	251,702.47	26.51%	256,505	85,994
001-311-514000-519	SALARIES-OVERTIME	624.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	-	-
001-311-515200-519	SPECIAL PAY-LONGEVITY	0.00	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00	0.00%	-	1,500
001-311-515700-519	SPECIAL PAY-CELL PHONE	1,137.31	1,680.00	0.00	1,680.00	64.62	420.03	1,259.97	25.00%	840	840
001-311-521100-000	BENEFITS-FICA	18,986.26	32,217.00	0.00	32,217.00	1,051.99	6,328.39	25,888.61	19.64%	18,388	13,829
001-311-521200-000	BENEFITS-RETIREMENT	60,964.97	99,294.00	0.00	99,294.00	2,318.64	15,043.44	84,250.56	15.15%	55,947	43,347
001-311-521300-000	BENEFITS-GROUP INSURANCE	50,422.06	104,586.00	0.00	104,586.00	4,492.60	29,201.90	75,384.10	27.92%	69,408	35,178
001-311-521400-000	BENEFITS-WORKERS COMPENSATION	1,627.59	4,565.00	0.00	4,565.00	67.27	436.38	4,128.62	9.56%	873	3,692
											<b>184,381</b>



**CITY COMMISSION  
STAFF REPORT**

**DEPARTMENT:** Public Works

**SUBJECT:** Motion to Approve Basketball, Volleyball and Pickleball Court Lighting Quotation Dated March 15, 2024, under Clay County Contract No. 18/19-2 for Various Equipment and Amenities for Parks and Playgrounds in the amount of \$170,000.00 - Musco Sports Light, LLC - **Public Works**

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends that the Commission approve the Basketball, Volleyball and Pickleball Court Lighting Quotation Dated March 15, 2024, from Musco Sports Light, LLC for used by Public Works.

**BACKGROUND OF ITEM:**

On February 14, 2019, Clay County published public notice Request for Proposal No. 18/19-2 for Various Equipment and Amenities for Parks and Playgrounds; Musco Sports Light, LLC ("Musco") was the awarded Vendor on May 29, 2019.

The Suellen H. Fardelmann Sports Complex currently utilizes metal halide luminaires at the basketball, pickleball, and volleyball locations, which lack remote control capability and are not energy-efficient or environmentally friendly lighting options. The provided quotation encompasses the implementation of a Control-Link control and monitoring system for remote on/off and dimming control, along with retrofitting existing poles with Musco TLC for LED equipment.

These upgrades are part of the Florida Department of Environmental Protection ("FDEP") Land and Water Conservation Fund ("LWCF") Program Grant Agreement for the Suellen Fardelmann Sports Complex project, identified by agreement number LW751. This agreement encompasses enhancements for various facilities, including the baseball field, playground, basketball court, pickleball court, restrooms, and design/engineering/planning aspects.

The LWCF grant provides a total funding of \$493,000.00. Cooper City's contribution matches half of this amount, at \$246,500.00, as outlined in Exhibit 9, with FDEP providing the remaining \$246,500.00. The lighting improvements account for \$170,000.00 of the project total. The project plan entails engaging a Consulting Firm from an existing contract, to determine the optimal allocation of the remaining fund balance of \$323,000.00 for the aforementioned enhancements.

**ANALYSIS:**

Upgrading to LED lights offers several advantages. These include energy efficiency, longevity, durability, instant illumination, directional light output (reducing light pollution), and environmental benefits (as LED lights do not contain hazardous materials), making them the preferred choice over metal halide luminaires.

**STRATEGIC PLAN:**

This item supports the 2022-2027 Commission Strategic Plan, specifically advancing:

**Priority 1, Financially Sustaining Someplace Special** - Financially sustain Cooper City as “Someplace Special,” by increasing the city’s financial strength through innovative thoughts and actions, while being mindful of the fiscal impact on residents:

- **Objective 1:** Further diversify and increase the City’s revenue sources to reduce reliance on property tax revenues.
- **Objective 5:** Become a more efficient government through the use of technology and data analysis to improve our internal processes minimizing wasting materials, energy, effort, money or time.
- **Performance Measures 1, Increase revenue stream:** 50% of capital and infrastructure improvement funded through federal and state grants

**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:

- **Objective 2:** Focus on the Health and Community pillars of the Parks & Recreation strategic plan to increase social interaction and promote the well-being of Cooper City residents.
- **Performance Measures 4, Resident satisfaction with Cooper City as place to live:** 80% satisfaction rate with recreational experiences

**PROCUREMENT:** [Sec. 2-258 Exclusions and Exceptions \(d\) Cooperative Purchasing](#)

**FISCAL IMPACT:**

The City Commission approved and funded \$255,000.00 in the 300-314-564760-572-24010 line for FY24.

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>
300-314-564760-572-24010	\$255,000	\$170,000	\$85,000

**ATTACHMENTS:**

1. Exhibit 1 - Cooper City Musco Sports Lighting Quote Dated May 15, 2024
2. Exhibit 2 - Clay County RFP No. 18-19-2 and Vendor Response with Pricing

3. Exhibit 3 - Clay County Board Meeting Minutes Re Contract Award May 28, 2019
4. Exhibit 4 - Notice of Intent to Award Bid
5. Exhibit 5 - Clay County First Renewal Finance and Audit Committee Meeting Minutes Dated May 17, 2022
6. Exhibit 6 - Clay County Second Renewal Board of County Commissioners Meeting Minutes Dated May 23, 2023
7. Exhibit 7 - Vendor Compliance - Musco Sports Lighting
8. Exhibit 8 - LWCF Grant Executed Agreement No. LW751, Suellen Fardelmann Sports Complex Project
9. Exhibit 9 - LWCF Grant Project Tasks

Workflow History <span style="float: right;">^</span>			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Purchasing	04/16/24 04:24 PM
Dodgen, Brandon	Assigned to Purchasing	COMPLETE: Forward to City Clerk	04/16/24 04:35 PM
Allen, Tedra	Assigned to City Clerk	Route to Budget	04/19/24 08:37 AM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to City Clerk	04/19/24 09:08 AM
<i>The narrative in the fiscal impact section states that "The City Commission approved and funded \$170,000". The approved budget was actually for \$255,000. Which they have correctly included in the Budgeted Amount in the grid below the narrative. Everything else is correct in the fiscal impact section.</i>			
Allen, Tedra	Assigned to City Clerk	Route to Attorney	04/19/24 09:16 AM
<i>Narrative in the fiscal impact section has been updated.</i>			
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	04/19/24 10:27 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	04/19/24 02:33 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/19/24 03:58 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/19/24 04:04 PM

**Quote**

Meeting Date: 04/30/2024 Item #7.

Date: March 15, 2024  
To: Cooper City

Project: Suellen H Fardlemann Cooper City Sports Complex Relight  
Cooper City, FL

**Quotation Price – Materials Delivered to Job Site and Installation**

**Basketball, Volleyball, & Pickleball Court Lighting**

..... **\$ 170,000.00**

*Sales tax, permitting fees, and bonding are not included.  
Pricing furnished is effective for 90 days unless otherwise noted and is considered confidential.*

**Pricing Per RFP 18/19-2**

Field Description	Quantity	Pricing Per Clay County	Extended Price
(Section I A) Basketball Outdoor– 2 Courts– 50 Footcandles – SportCluster	1	\$44,300.00	\$44,300.00
(Section I A) Tennis – 2 Courts– 50 Footcandles –SportsCluster (Volleyball & Pickleball Lighting)	2	\$49,500.00	\$99,000.00
(Section III G) Installation of Fixtures on Existing Poles	8	\$6,000.00	\$48,000.00
(Section IV C a) Installation of Contactor Cabinet	2	\$5,750.00	\$11,500.00
(Section IV D 1) Lightning Protection	8	\$1,200.00	\$9,600.00
(Section IV E 1) Pole Grounding	8	\$900.00	\$7,200.00
(Section V F) Project Management	1	\$6,000.00	\$6,000.00
<b>Deduct / Design Parameters / Labor</b>			<b>\$55,600.00</b>
<b>Total</b>			<b>\$170,000.00</b>

**SportsCluster® system with Total Light Control – TLC for LED™ technology**

**Guaranteed Lighting Performance**

- Guaranteed light levels of 30fc

**System Description**

- Factory aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies
- Enhanced corrosion protection

**Environmental Light Control**

- Spill light minimized
- Off-site glare light minimized



**Control Systems and Services**

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

**Operation and Warranty Services**

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

**Installation Services Provided**

---

**Customer Responsibilities:**

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
4. Ensure usability of existing underground wiring.
5. Pay any necessary power company fees and requirements.
6. Pay all permitting fees.
7. Provide any existing as-built documents or drawings.

**Musco Responsibilities:**

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide fixture layout and aiming diagram.
3. Provide Project Management as required.
4. Assist our installing subcontractor and ensure our responsibilities are satisfied.

**Musco Subcontractor Responsibilities****General:**

1. Obtain any required permitting.
2. Contact local utilities for locating public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any such damage during construction.
4. Provide labor, equipment, and materials to offload equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide security to protect Musco products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.



**Demolition:**

1. Remove and dispose of the existing fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Leave existing ground wires and power feed in place for connection to new lighting equipment.

**Retrofit Musco Equipment to Existing Poles:**

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED<sup>®</sup> equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. Provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
4. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
5. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
6. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

**Electrical:**

1. Provide materials and equipment to reuse existing service panels as required.
2. Provide materials and equipment to reuse existing wiring as permitted.
3. Provide as built drawings on completion of installation, **(if required)**.

**Control System:**

1. Provide labor, equipment, and materials to install new Musco control and monitoring cabinet(s) and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link<sup>®</sup> by contacting Control-Link Central<sup>™</sup> at 877-347-3319.

**Payment Terms**

Net 30 days.

**Delivery Timing**

12 - 14 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

**Notes**

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2023 FBC, Exposure C, Importance Factor 1.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Jason Frucht  
Sales Representative  
Musco Sports Lighting, LLC  
Phone: 954-732-5674  
E-mail: jason.frucht@musco.com

**BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY, FLORIDA**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND  
AMENITIES FOR PARKS AND PLAYGROUNDS**

**DUE DATE: Monday, March 18, 2019- 4:00 p.m.  
OPEN DATE: Tuesday, March 19, 2019 -1:00 p.m.**



**Issued By:  
Clay County Board of County Commissioners  
Purchasing Department**

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Attachments:  
Form W-9

**REQUEST FOR PROPOSAL NOTICE**

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, March 18, 2019, at the Clay County Administration Building, Fourth Floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, March 19, 2019 in the Clay County Administration Building, Conference Room “B”, Fourth Floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. Proposals submitted will be evaluated by the Finance and Audit Committee. The Finance and Audit Committee of the Board will present its recommendation to the Board of County Commissioners as soon thereafter as possible. At the discretion of the Board of County Commissioners or the Finance and Audit Committee, companies submitting proposals may be requested to make oral presentations as part of the evaluation process.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked **“RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS”** to be received until 4:00 P.M., Monday, March 18, 2019. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Department, Donna Fish by email [purchasing@claycountygov.com](mailto:purchasing@claycountygov.com) or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

**FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>. THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: [www.claycountygov.com](http://www.claycountygov.com) BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.**

**PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.**

A person or affiliate who has been placed on the convicted bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted bidder list.

-----END OF NOTICE-----

**BID ADVERTISEMENTS SCHEDULE**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**

(CLAY TODAY) For publication on: February 14, 2019

(CLAY COUNTY WEBSITE) For: February 14, 2019

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners  
**Purchasing Department**  
477 Houston Street  
Green Cove Springs, Florida 32043  
ATTENTION: Donna Fish



Lorin L. Mock  
Acting County Manager

## REQUEST FOR PROPOSAL INSTRUCTIONS

### **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**

1. **Delivery and Receipt of Bids:** All sealed Proposals submitted shall be received by the Purchasing Department of Clay County, Florida.

Proposals submitted in person or by courier services will be received at:

Clay County Administrative Building  
Fourth Floor, Reception Area  
477 Houston Street, Green Cove Springs, Florida 32043

Three copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words "**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**" shall be clearly marked on the front and back of the envelope containing the Proposal.

2. **Due Date and Opening Date:** Proposals will be received by carrier or in person until Monday, March 18, 2019 at 4:00 p.m. and will be opened on Tuesday, March 19, 2019 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room "B", Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.
  - A. All Proposals will be "clocked" at the time they are received to indicate the time and date of receipt.
  - B. Proposals WILL NOT be accepted in person after the time and date specified.
  - C. Proposals received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the circumstances.
  - D. No postal mail will be accepted.
3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Proposals has expired. Negligence on the part of the Bidder in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Bidders may not withdraw or modify a Proposal after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Proposals.
4. **Inquiries/Questions:** Any questions regarding this RFP must be directed to **Donna Fish** (the authorized contact person) via email at [purchasing@claycountygov.com](mailto:purchasing@claycountygov.com) (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **March 6, 2019**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.



5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders.
8. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
9. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
10. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
11. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
12. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

13. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Department a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8 (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing Policy may be viewed at the County's website by following the appropriate links from the Homepage.
14. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Bidder attests that they have not been placed on the "Convicted Vendor List".
15. **Debarment:** By submitting a Proposal, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
16. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
17. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.
18. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

19. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.

20. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

21. **Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Department with proof of the following insurance:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
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c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by Contract-per occurrence	\$ 1,000,000
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The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County naming “Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear” as “Additional Insured.” Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

22. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000<sup>.00</sup> or less. Prior to commencement of a project exceeding \$200,000<sup>.00</sup>, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County’s Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
23. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
24. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Division of Corporations at (850) 245-6000. Online-filing is available at: <http://dos.myflorida.com/sunbiz>
25. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration

dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: [http://www.dot.state.fl.us/cc-admin/PreQual\\_Info/prequalified.shtm](http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm). Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

- 26. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

- 27. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

- 28. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Department. To be given consideration, such requests must be received no later than **March 6, 2019.**

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

- 29. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.
- 30. **Use of Contract by Other Government Agencies:** At the option of the Bidder, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Bidder to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

- 31. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
- 32. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.
- 33. At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS – SCOPE OF SERVICES**  
**(Provided by Parks and Recreation Department)**

**SCOPE:**

The purpose of this bid invitation:

1. Establish a firm, fixed percentage discount from manufacturer’s and/or bidder’s current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. The County reserves the right to award to multiple bidders.
2. Establish a firm, fixed percentage of manufacturer’s and/or bidder’s current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities. It is understood that bidder’s current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder.
3. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid utilizing prices provided in bid response. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.
4. There is no guarantee any purchases will be made after award. Purchase orders will be issued subject to availability of funds.

**RESPONSIBILITY:**

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designated location and off-loaded by the bidder or bidder’s representative.

**QUALIFICATION OF INSTALLERS:**

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply **WRITTEN FACTORY/MANUFACTURER CERTIFICATION** that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

**CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:**

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog

submitted. All catalogs and/or MSRP lists shall clearly identify bidder’s name, address and telephone number.

The vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted upon price changes. At renewal time Vendor may request that new manufacturers be added. County reserves the right to approve or deny this request.

**COMPLIANCE WITH LAWS AND CODES:**

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

- A. American Society for Testing and Materials (ASTM):

- ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

- ASTM-F1292 Standards - Method for testing various surfacing materials to determine their “critical height” (the fall height below which a life threatening head injury would not be expected to occur)

- Copies may be obtained from the - American Society for Testing and Materials  
100 Barr Harbor Drive  
West Conshohocken, PA 19428

- B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

- Copies may be obtained from the - US Consumer Product Safety Commission  
4330 East West Highway  
Bethesda, MD 20814  
(301) 504-7923

- C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

- Copies may be obtained from the - National Recreation and Park Association  
22377 Belmont Ridge Road  
Ashburn, VA 20148-4150  
(703) 858-0784

- D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.



Copies may be obtained by calling: (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

**INVOICING:**

Invoices may be issued once equipment, materials, and supplies are delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

**TERMS OF CONTRACT:**

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. County reserves the right to use other available bids or contracts when in the best interest of the County.

**METHOD OF ORDERING:**

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved “Request for Quotations” submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

**PROMOTIONAL PRICING:**

During the contract period, bidders shall extend any pricing offered on a “promotional” basis from the manufacturer to the county. It will be the bidder’s responsibility to monitor said items and report any that are or will be offered at lower prices.

**SUPERVISION:**

A bidder’s job supervisor/representative shall be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions. Contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

**JOB COMPLETION:**

Bidder/installer shall be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer shall be responsible for cleanup and removal of all debris resulting in job completion.

Bidder/installer shall be responsible for restoring the work site to its original condition at the completion of the project. This shall include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

**RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:**

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. The bidder shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities. Bidder shall leave work site in a neat and orderly fashion at the end of each work day. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

**VIOLATIONS/DEFAULT:**

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any bid, contract, or purchase order at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further purchase being made with such bidder under this Bid.

**BID FORM**  
**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name(s): \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

\*Bidder can provide additional price information related to Ball Field Lighting

**MANUFACTURER CATALOGS:**

Manufacturer: \_\_\_\_\_

Fixed Percentage Discount off MSRP: \_\_\_\_\_

Installation (Fixed Percentage of cost after discounts of equipment): \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Fixed Percentage Discount off MSRP: \_\_\_\_\_

Installation (Fixed Percentage of cost after discounts of equipment): \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Fixed Percentage Discount off MSRP: \_\_\_\_\_

Installation (Fixed Percentage of cost after discounts of equipment): \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Fixed Percentage Discount off MSRP: \_\_\_\_\_

Installation (Fixed Percentage of cost after discounts of equipment): \_\_\_\_\_

**(MULTIPLE SHEETS CAN BE USED)**

**RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds**

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

**(MULTIPLE SHEETS CAN BE USED)**



Example Request for Quotation  
Various Equipment and Amenities for Parks and Playgrounds

Description of Project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for \_\_\_\_\_ at \_\_\_\_\_.

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

\*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ \_\_\_\_\_

List any Subcontractors:

1. Name \_\_\_\_\_
2. Address \_\_\_\_\_
3. Telephone Number \_\_\_\_\_
4. Contact Name \_\_\_\_\_
5. Designated Work \_\_\_\_\_
6. Subcontractor Cost \_\_\_\_\_

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Name of Person submitting Bid: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENT:**

Bidder acknowledges receipt of the following addendum:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_



## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

### RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

- (1) The prospective Vendor, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
  
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

Scrutinized Companies Certification

[Clay County **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**]

Name of Company:<sup>1</sup> \_\_\_\_\_

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

\_\_\_\_\_  
\_\_\_\_\_

(Seal)

By: \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

<sup>1</sup> “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

### “NO BID” Statement

#### **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of Bids to: Clay County Purchasing Department, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- Specifications are too restrictive (please explain below or attach separately)
- Unable to meet specifications
- Specifications were unclear (please explain below or attach separately)
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform at this time
- Unable to meet bond requirements
- Other (please explain below or attach separately)

Remarks:

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Company Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Signature: \_\_\_\_\_ Fax #: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Zip: \_\_\_\_\_

## **CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS**

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing department will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing department. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing department, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing department for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and

in meetings noticed at least 72 hours in advance thereof. The Purchasing department shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing department shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing department identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing department, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing department with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing department shall immediately record the date and time thereof. The Purchasing department shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing department shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1.	General Aggregate	\$1,000,000
2.	Products and Completed Operations Aggregate	\$1,000,000
3.	Personal and Advertising Injury	\$1,000,000
4.	Each Occurrence	\$1,000,000
5.	Fire Damage (any one fire)	\$ 50,000
6.	Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, \$1,000,000 with minimum limits for all additional coverage as required by Florida law

c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by contract-per occurrence	\$1,000,000
---------------------------------------------	-------------

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming “Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear” as “Additional Insureds.” Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) **Bid Awards and Protests:**

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address<sup>1</sup>]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: [insert County’s homepage address<sup>2</sup>] BY [insert suitable directions<sup>3</sup>]. NO OTHER NOTICE WILL BE POSTED.

<sup>1</sup> As of the date on which this Purchasing Policy was adopted, the bid notice web address was: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>

<sup>2</sup> As of the date on which this Purchasing Policy was adopted, the County’s homepage address was: <http://www.claycountygov.com/>.

<sup>3</sup> As of the date on which this Purchasing Policy was adopted, suitable directions would be: “FOLLOWING THE “Notice of Intent Bids” LINK UNDER THE “Business” ROLLOVER BUTTON”.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.



7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

- a. The audio thereof shall be recorded electronically.
- b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.
- c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.
- d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.
- e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.
- f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.
- g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

- a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.
- b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.
- c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.
- d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.
- e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification

or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. *(Resolution No. 09/10-65)*

(P) **NO-CONTACT RULE:** *(Resolution No. 09/10-81)*

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.      Requester's name and address (optional)

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

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or

**Employer identification number**

			-							
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## Part II Certification

- Under penalties of perjury, I certify that:
- 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
  - 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
  - I am a U.S. citizen or other U.S. person (defined below); and
  - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



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*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Clay County  
Sports Lighting Bid Sheet**

Manufacturer: Musco Sports Lighting, LLC  
 Address: 100 1<sup>st</sup> Ave West, PO Box 808  
 City, State, Zip Code: Oskaloosa, IA 52577  
 Contact: Ryan Tighe  
 Phone: 800-825-6030  
 Fax: 641-673-1996  
 Email: [musco.contracts@musco.com](mailto:musco.contracts@musco.com)  
 Federal ID#: 42-1511754

Terms: 25% of contract price required with order. Balance due Net 30 days upon delivery.

All prices include delivery within Clay County, FL to the job site and are for the lighting system materials only.

**Section 1: Musco Sports Lighting Price List**

- A. Light-Structure System with Total Light Control – TLC for LED™ & SportsCluster System with Total Light Control – TLC for LED™

**Light-Structure System with Total Light Control – TLC for LED™**

The Light-Structure System with TLC for LED™ includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and the Control-Link® control system. Installation is NOT included in pricing for the items listed in Section 1.

**WARRANTY AND GUARANTEE:** Musco will provide all materials and labor to maintain operation of the Light-Structure System™ to original design criteria for 25 years. Musco products and services are guaranteed to perform for the customer as detailed in the “Musco Constant 25™” document.

**SportsCluster System with Total Light Control – TLC for LED™**

SportsCluster System with TLC for LED™ includes electrical components enclosures, wire harnesses, luminaire assemblies and the Control-Link® control system (does not include poles or concrete bases). Utilizes existing sports lighting poles that are compatible with Musco’s lighting system. Installation is NOT included in the pricing for the items listed in Section 1.

**WARRANTY AND GUARANTEE:** Musco will provide all materials and labor to maintain operation of the SportsCluster System® to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the “Musco Constant 10™” document. The Constant 10™ warranty is contingent upon a site inspection.

<b>FOOTBALL</b>							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
360’ x 160’	50’	30 FC	<b>\$153,700</b>	<b>\$106,100</b>	50 FC	<b>\$234,100</b>	<b>\$156,100</b>
360’ x 160’	70’	30 FC	<b>\$187,300</b>	<b>\$118,400</b>	50 FC	<b>\$266,700</b>	<b>\$168,600</b>
360’ x 160’	100’	30 FC	<b>\$219,100</b>	<b>\$118,700</b>	50 FC	<b>\$319,500</b>	<b>\$169,100</b>
360’ x 160’	120’	30 FC	<b>\$237,800</b>	<b>\$130,700</b>	50 FC	<b>\$331,800</b>	<b>\$187,300</b>



<b>SOCCER</b>							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
330x200	30'	30 FC	\$166,000	\$90,600	50 FC	\$211,800	\$131,700
330x200	50'	30 FC	\$166,000	\$90,600	50 FC	\$224,400	\$143,800
360x210	30'	30 FC	\$166,000	\$90,600	50 FC	\$224,400	\$143,800
360x210	50'	30 FC	\$177,700	\$106,100	50 FC	\$257,100	\$164,500
360x225	30'	30 FC	\$178,600	\$105,800	50 FC	\$237,000	\$155,800
360x225	50'	30 FC	\$179,500	\$106,100	50 FC	\$271,500	\$170,200

<b>BASEBALL / SOFTBALL</b>							
Field Type	Field Size	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
		(Inf/Out)			(Inf/Out)		
60' Base Path	200'	30/20	\$107,400	\$70,300	50/30	\$119,200	\$78,800
60' Base Path	225'	30/20	\$122,100	\$80,500	50/30	\$134,000	\$92,100
60' Base Path	250'	30/20	\$127,200	\$80,500	50/30	\$149,900	\$103,000
60' Base Path	300'	30/20	\$173,300	\$119,800	50/30	\$205,500	\$134,300
60' Base Path	320'	30/20	\$177,800	\$124,300	50/30	\$226,800	\$146,300
90' Base Path	300'	50/30	\$235,900	\$147,400	70/50	\$325,300	\$208,500
90' Base Path	325'	50/30	\$259,600	\$159,500	70/50	\$352,300	\$228,400
90' Base Path	350'	50/30	\$273,100	\$172,500	70/50	\$403,800	\$252,600
90' Base Path	320/360/320	50/30	\$261,200	\$160,800	70/50	\$413,600	\$255,300
90' Base Path	330/400/330	50/30	\$366,200	\$212,600	70/50	\$464,600	\$281,000

<b>TENNIS</b>			
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	\$69,500	\$49,400
3	50 FC	\$81,500	\$52,600
4	50 FC	\$81,500	\$52,600
6	50 FC	\$162,400	\$102,300

<b>BASKETBALL - OUTDOOR</b>			
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	\$61,100	\$44,300

<b>BASKETBALL - INDOOR - 10 year parts and labor warranty</b>		
# Courts	Light Level	Price for LED Material
1 – 94 x 50	80 FC	<b>\$25,500</b>

<b>PARKING LOT - 10 year parts and labor warranty</b>			
Parking Lot Area	Light Level	Price for LED Material	Price per Square foot (to be used for alternate size areas)
320' x 200'	1 FC	<b>\$28,600</b>	<b>\$0.45/sq ft</b>

1. This pricing is based on using Musco's typical 5700 Kelvin/75 CRI LED fixtures. Other Kelvin & CRI LED fixtures combinations are available and may add additional cost.

2. Sales tax, labor and unloading of the equipment is not included as part of the materials only pricing.

3. Pricing is based on shipment of entire project together to one location. Delivery time of order, submittal approval, and confirmation of order details include voltage and phase and pole location is approximately 4-6 weeks standard shipping.

4. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

- B. Light-Structure System with Green Generation Lighting® metal halide technology or SportsCluster System with Green Generation Lighting® metal halide technology will be reduced by 15% on all field pricing packages on the bid form. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

**Example: 360' x 160' Football @ 30FC (50' SETBACK)**

$$\$153,700 \times 15\% = \$23,055$$

$$\$153,700 - \$23,055$$

**Metal Halide Technology Pricing = \$130,645**

Includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and the Control-Link® control system (does not include poles with SportsCluster®). Installation is NOT included in pricing for the items listed in Section 1.

**WARRANTY AND GUARANTEE:** Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document.

C. Other Applications

	<b>Cost</b>	
Additional lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pole locations	<b>\$3,500</b>	per fixture
Control-Link Retrofit Unit (material only)	<b>\$8,500</b>	per unit
Control-Link Unit - Multiple Services (material only)	<b>\$6,700</b>	per unit
Osprey Nest Platforms	<b>\$3,000</b>	each
LED Security Fixture (mount on Musco pole)	<b>\$1,850</b>	per fixture
LED Pathway Lighting (8' pole with LED fixture)	<b>\$2,300</b>	per pole
LED Area Lighting (15' pole with LED fixture)	<b>\$2,250</b>	per pole
LED Roadway Lighting (30' pole with LED fixture)	<b>\$2,550</b>	per pole
LED Bollard Lighting (42" pole with LED fixture)	<b>\$800</b>	per pole
LED Controls - Multi-Watt™ Dimming	<b>\$100</b>	per fixture





**Section II: Adders/Deducts**

- A. The above pricing is based upon 2017 FBC 130 mph. For each 10 mph increase in wind zone, the equipment price will increase by 10%.
- B. Florida Building Code, 2017 edition with supplement for public schools will add up to 20% to the price of the job plus any applicable wind zone increase adder.
- C. Broward County and Miami-Dade County for HVHZ wind zone will add up to 30% to the price of the job plus any applicable wind zone increase adder.

**Section III: Labor Costs**

A. Pole Installation (price per pole)

Pole Height	LS 2017 FBC 130 mph Price
40'	<b>\$4,150</b>
50'	<b>\$4,300</b>
60'	<b>\$4,600</b>
70'	<b>\$5,300</b>
80'	<b>\$6,450</b>
90'	<b>\$9,500</b>
100'	<b>\$11,550</b>
110'	<b>\$17,550</b>

- B. Sub-Standard Soil Conditions – The above installation price is based upon 130 mph wind zone installed in standard class 5 soils. If sub-standard soil conditions exist, it is understood that there may be additional costs associated with a sub-standard soil installation and owner agrees to accept the additional costs. In addition, because wind zones sometimes impact pole size, there maybe a 10% increase in the cost of installation for each 10 mph increase in wind zone.
- C. Removal of Existing Concrete Poles **\$4,600 per pole**
- D. Removal of Existing Wooden Poles **\$1,750 per pole**
- E. Straighten Concrete Pole **\$5,000 per pole**
- F. Patching Concrete Poles **\$4,000 per pole**
- G. Installation of Fixtures on Existing Poles **\$6,000 per pole**
- H. Installation of Control Link Retrofit **\$2,100 per unit**
- I. Retrofit existing Gymnasium with LED **\$750 per fixture**
- J. Site Inspection – Evaluation of existing lighting system **\$2,500 per project**

**Section IV: Electrical Costs**

- A. Service Options
  - Option A – 200 Amp Service (Section IV, A, 1) **\$12,650 each**
  - Option B – 400 Amp Service (Section IV, A, 1) **\$21,300 each**
  - Option C – 600 Amp Service (Section IV, A, 1) **\$25,900 each**
  - Option D – 800 Amp Service (Section IV, A, 1) **\$28,750 each**
  
- B. Conduit, Pull Boxes and Conductors
  - 1. Wiring from Panel to Contactors
    - a. Connect wiring from one 3 pole, 30 amp breaker to one 3 pole, 30 amp contactor using 3-#6 conductors, max distance of 10 feet **\$100 each**
    - b. Connect wiring from one 3 pole, 60 amp breaker to one 3 pole, 60 amp contactor using 3-#4 conductors, max distance of 10 feet **\$110 each**
  
  - 2. Wiring from Contactors to Poles
    - a. 2" PVC with (4) #1 THWN conductors **\$30 per foot**
    - b. 2 ½" PVC with (4) 3/0 **\$40 per foot**
    - c. 4" PVC with (4) 500mcm **\$75 per foot**
    - d. (2) 4" PVC with (4) 300mcm **\$98 per foot**
  
  - 3. Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.
 

a	10	\$5,400	<b>\$5.75 per foot</b>
b	8	\$5,980	<b>\$8.65 per foot</b>
c	6	\$6,210	<b>\$11.50 per foot</b>
  
  - 4. Pull Boxes
    - a. Brooks 38T pull box with 8" x 8" x 6" PVC box Inside **\$600 each**
    - b. Connect 4-#1 conductors from pull box to sports lighting pole, maximum distance of 10 feet **\$150 each**
  
- C. Installation of Contactor Cabinets
  - a. 48" Cabinet **\$5,750 each**
  - b. 72" Cabinet **\$8,650 each**
  
- D. Lightning Protection
  - 1. Surge Arrestor – protection at remote electrical enclosure **\$1,200 each**
  - 2. Surge Arrestor – protection on line side of panel **\$9,900 each**
  
- E. Pole Grounding
  - 1. Provide and install ground rods for poles 70' and below **\$900 per pole**
  - 2. Provide and install ground rods for poles 80' and above **\$1,450 per pole**

**Section V: Engineered Plans**

A.	Electrical Engineering Drawings, sealed by P.E.	
	1. Adder for 200 amp service	<b>\$6,600 each</b>
	2. Adder for 400 amp service	<b>\$9,950 each</b>
	3. Adder for 600 amp service	<b>\$15,900 each</b>
	4. Adder for 800 amp service	<b>\$26,450 each</b>
B.	Structural Engineering Drawings, sealed by P.E.	
	1. Foundation and pole plans based on assumed soils	<b>\$1,350 per project</b>
	2. Foundation and pole plans based on geotech report	<b>\$3,300 per project</b>
C.	Geotech report	<b>\$9,950 per project</b>
D.	Bonding (over \$200,000)	<b>\$2,000 per \$100,000</b>
E.	Site survey	<b>\$3,300 per project</b>
F.	Project management	<b>\$6,000 per project</b>

**Section VI: Yearly Adjustments**

- A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Musco reserves the right to supply upgraded technology provided it maintains the on-field lighting performance, enhances benefits and does not exceed the prices bid when applied to a project application under the current contract provisions.
- B. During the term of this contract, new products with improved technology may become available. Musco reserves the right whether or not to offer new products to the owner based upon the application, and it is at the owner's discretion whether or not to accept the associated, increased costs of the new, improved technology.
- C. During the term of this contract if the State of Florida Building Code and/or wind speeds change, Musco reserves the right to adjust pricing accordingly.

**Sports Lighting - Base Bid Lighting Equipment**

**Part 1 - General**

- A. The project goals are as follows:
  - i. **Guaranteed Light Levels:** Selection of the appropriate light levels impact the safety of the players and the enjoyment of the spectators. Therefore, the lighting system shall be designed such that the light levels are guaranteed for a period of 25 years.
  - ii. **Environmental Light Control:** Provide precise control of light with engineered optic systems using proven spill and glare reduction methods. The lighting system manufacturer needs to certify that they can meet or exceed all local lighting ordinances, offsite spill and glare. If required, lighting manufacturer will meet Dark Skies requirements.
  - iii. **Life Cycle Costs:** In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated, and the field(s) should be proactively monitored to detect luminaire outages over a 25 year life cycle.
  - iv. **Control and Monitoring:** To allow for optimized use of labor resources and to avoid unneeded operation of the facility, a remote on/off control system for the lighting system must be included. Fields should be proactively monitored to detect luminaire outages over the 25 years life cycle. All communication and monitoring costs for the 25 year period shall be included in the pricing.
  
- B. **Sports Lighting Performance**
  - i. The performance shall be in accordance with IES RP-6-15, which states maintained average illuminance levels are values which the lighting system should always meet or exceed.
  - ii. **Uniformity Ratio:** The foot-candle level shall have a uniformity ratio of maximum ratio of not greater than the following:
    - 1. The manufacturer guarantees field light intensity levels and uniformity ratios at initial start-up and throughout rated life of the lamp and shall be maintained for the warranty life.

**Football** – Standard 4-pole layout, with poles located at the 15-yard line, with setbacks from the field as given below with two options for lighting levels to be submitted and quoted.

Field Size	Pole Setback	Target Light Level	Target Light Level	Uniformity	Grid Spacing	Grid Points
360' x 160'	50'	30 fc	50 fc	2.0:1	30' x 30'	72
360' x 160'	70'	30 fc	50 fc	2.0:1	30' x 30'	72
360' x 160'	100'	30 fc	50 fc	2.0:1	30' x 30'	72
360' x 160'	120'	30 fc	50 fc	2.0:1	30' x 30'	72

**Soccer** – Standard 4-pole layout, with poles located at a distance of  $(\text{Field Length}/2 - ((\text{Field Width}/2 + \text{Setback}) \times 0.40))$  from the centerline, with setbacks from the field as given above. Standard outside pole locations for a 6-pole design would be located at a distance of  $(\text{Field Length}/2 - ((\text{Field Width}/2 + \text{Setback}) \times 0.28))$  from the center line, with setbacks from the field as given below with two options for lighting levels to be submitted and quoted.

Field Size	Pole Setback	Target Light Level	Target Light Level	Uniformity	Grid Spacing	Grid Points
330x200	30'	30 fc	50 fc	2.0:1	30' x 30'	77
330x200	50'	30 fc	50 fc	2.0:1	30' x 30'	77
360x210	30'	30 fc	50 fc	2.0:1	30' x 30'	84
360x210	50'	30 fc	50 fc	2.0:1	30' x 30'	84
360x225	30'	30 fc	50 fc	2.0:1	30' x 30'	96
360x225	50'	30 fc	50 fc	2.0:1	30' x 30'	96

**Baseball (90' Base path)** – Standard A-pole locations are 50' down line and 55' off for a 90' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of  $((\text{Foul Line} + (\text{Base path} \times 0.5))/2)$  and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8-pole design. Standard D-pole locations are 5' beyond the outfield radius at an angle of 30 degrees from the foul line for an 8-pole design.

**Softball (60' Base path)** – Standard A-pole locations are 35' down line and 40' off for a 60' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of  $((\text{Foul Line} + (\text{Base path} \times 0.5))/2)$  and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8-pole design.

Field Type	Field Size	Target Light Level (Inf/Out)	Target Light Level (Inf/Out)	Uniformity Infield	Uniformity Outfield	Grid Spacing	Grid Points (Infield / Outfield)
60' Base Path	200'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/73
60' Base Path	225'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/96
60' Base Path	250'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/119
60' Base Path	300'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/181
60' Base Path	320'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/209
90' Base Path	300'	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/73
90' Base Path	325'	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/90
90' Base Path	350'	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/106
90' Base Path	320/360/320	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/100
90' Base Path	330/400/330	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/121

**Tennis** – Standard pole locations are 6’ beyond the serving line and 3’ outside the fence.

# Courts	Target Light Level	Uniformity
2	50 fc	2.0:1
3	50 fc	2.0:1
4	50 fc	2.0:1
6	50 fc	2.0:1

**Basketball - Outdoor** - Standard pole locations are 6’ beyond the end line and 6’ beyond the sideline of the outer court.

# Courts	Target Light Level	Uniformity
2	50 fc	2.0:1

**Basketball - Indoor** - Lighting shall be provided utilizing LED luminaires

# Courts	Target Light Level	Uniformity
94’ x 50’	80 fc	2.0:1

**Parking Lots** - Lighting shall be provided utilizing LED luminaires\*

Parking lot	Total Square Feet	Target Average Light Level	Uniformity
320’ x 200’	64,000	1 fc	N/A

\*Pricing for alternate size parking lots may be determined by calculating a cost per square foot of the base size parking area and utilizing this cost to a different size area.

**C. Point by Point Analysis**

- i. Measurements of light shall be demonstrated on computer generated model that consists of a grid of specified number of points covering a stated area on an equally spaced grid. See the below chart for the exact specifications of points, areas, and grid spacing each field.
- ii. Light Level and Uniformity Ratio shall be calculated and shown on the computer generated model. The Light Levels and Uniformities must meet or exceed the defined criteria.

**Computer Models - Test Stations**

Area of Lighting	Size of Area to be Covered	Grid Spacing
Football	Entire Field	30' x 30'
Soccer	Entire Field	30' x 30'
Baseball	Entire Field	30' x 30'
Softball	Entire Field	20' x 20'
Tennis Courts 1 – 6	Entire Court	20' x 20'
Basketball Courts 2	Entire Court	20' x 20'
Basketball – indoor	Entire Court	10' x 10'
Parking Lot	Entire area (320'x200')	4' x 4'

**D. Spill/Glare Equipment**

- i. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but no limited to, internal shields, louvers and external shields. No symmetrical beam patterns are accepted.
- ii. Glare Control: Maximum candela measured at 5' above grade at a distance of 100' should be better than that of a comparable HID design. These values are defined for typical sports fields listed below.\*

Typical Field Type	Maximum Candela at 100'
Baseball	<7,000 candela
Softball	<7,000 candela
Football	<7,000 candela
Soccer	<7,000 candela
Tennis	<7,000 candela

\*If the design of the project requires the pole setback to be greater than 70' from the edge of the field, the candela value at 100' may exceed the value stated in the above chart.

## Part 2 – Product

### A. Sports Lighting System Construction

- i. System Description – Light-Structure System™ shall consist of the following:
  - a. Galvanized steel poles and cross-arm assembly. No direct burial steel or inverted base steel poles allowed.
    1. The cross-arm mounting plate shall be attached to the cross-arm assembly at the factory.
  - b. Pre-engineered concrete base embedded in concrete backfill. Alternate may be an anchor bolt foundation designed such that the steel pole and any exposed steel portion of the foundation is located a minimum of 18 inches above final grade. The concrete for the anchor bolt foundations shall be allowed to cure for a minimum of 28 days before the pole stress is applied.
  - c. All luminaires shall be constructed with a die cast aluminum housing to protect the luminaire reflector system. If manufacturer cannot provide die cast aluminum housing, external hail shrouds shall be required. Luminaires shall be complete with an external visor. The luminaire and visor should be powder coat painted to match the Electrical Component Enclosure.
  - d. Manufacturer must mount all drivers and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall be touch safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
  - e. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (common mode) as recommended by IEEE C62.41.2\_2002.
  - f. Wire harness complete with an abrasion protection sleeve, strain relief and plug in connections for fast, trouble free installation.
  - g. All luminaires, visors, and cross-arm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment.
  - h. Control cabinet to provide remote on-off control and monitoring of the lighting system.
  - i. Manufacturer must supply a signed warranty covering the entire system (Light-Structure System™) for 25 years from the date of shipment.
- ii. System Description – SportsCluster® System (existing structures) shall consist for the following:
  - a. Galvanized cross-arm assembly for attachment to existing structures
    1. The cross-arm mounting plate shall be attached to the cross-arm assembly at the factory
  - b. All luminaires shall be constructed with a die cast aluminum housing to protect the luminaire reflector system. If manufacturer cannot provide die cast aluminum housing, external hail shrouds shall be required. Luminaires shall be complete with an external visor. The luminaire and visor should be powder coat painted to match the Electrical Component Enclosure.



- c. Manufacturer must mount all drivers and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall be touch safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
  - d. Wire harness complete with an abrasion protection sleeve, strain relief and plug in connections for fast, trouble free installation.
  - e. All luminaires, visors, and cross-arm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment.
  - f. Control cabinet to provide remote on-off control and monitoring of the lighting system.
  - g. Product assurance and warranty program is contingent upon site inspection and compatibility with existing structures.
  - h. Manufacturer must supply a signed warranty covering the entire system (SportsCluster® System) for 10 years from the date of shipment.
- iii. Manufacturing Requirements
- a. All components shall be designed and manufactured as a system. All luminaires, wire harness, drivers and other enclosures shall be factory assembled, aimed, wired and tested.
- iv. Durability
- a. All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed steel shall be hot dip galvanized per ASTM A123. All exposed hardware and fasteners shall be stainless steel of at least 18-8 grade, passivated and polymer coated to prevent possible galvanic corrosion to adjoining metals. All exposed aluminum shall be powder coated with high performance polyester. All exterior reflective inserts shall be anodized, coated with a clear, high gloss, durable fluorocarbon, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.
- v. Lightning Protection
- a. Manufacturer shall supply and equip all structures with lightning protection meeting NFPA 780 standards. Manufacture shall integrate the required grounding electrode into the structure. System shall be UL listed.
  - b. If grounding is NOT integrated into the structure the Manufacturer shall supply an electrode of not less than 5/8" in diameter and 8' in length, with a minimum of 10' embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than a 75 feet mounting height.
- vi. Safety
- a. All safety components shall be UL listed for the appropriate application.
- vii. Electric Power Requirements for sports lighting equipment
- a. Maximum total voltage drop to the disconnect switch located on the poles shall not exceed 3% of rated voltage. Voltage/Phase to be determined for each specific site.

- viii. Building Code
  - a. The base bid of the lighting system must comply with Florida Building Code Edition 2017, Exposure C, Standard Variation with a wind speed of 130 mph.
- ix. Structural Design
  - a. The stress analysis and safety factor of the poles shall conform to AASHTO 2013 (LTS-6) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.
- x. Soil Conditions
  - a. The design criteria for these specifications are based on soil design parameters that shall meet or exceed those of a Class 5 material as defined by 2017 FBC, Table 1806.2. It shall be the installing contractor's (or manufacturer's) responsibility to notify the owner of soil conditions other than the design criteria. The owner shall then be responsible and absorb the additional costs associated with:
    - 1. Engineered foundation embedment design by a registered engineer in the State of Florida
    - 2. Additional materials and/or services required to achieve alternate foundation
    - 3. Geotechnical report
- xi. Foundation Drawings
  - a. Project specific foundation drawings stamped by a registered engineer in the State of Florida. The drawings shall be available to the owner at the time of permit. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole.

#### B. Control and Monitoring

- i. Instant On/Off Capabilities
  - a. System shall provide for instant on/off of luminaires.
- ii. Lighting contactor cabinet(s)
  - a. Constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design.
  - b. Manual off-on-auto selector switches shall be provided
- iii. Optional Dimming
  - a. System shall provide for "High, Medium, Low" or "High/Low" dimming.
  - b. System shall include key activated switches to allow for automated dimming control or manual override.
- iv. Remote Lighting Control System
  - a. System shall allow owner and users with a security code to schedule on/off system operation via web site, phone, fax or email up to 10 years in advance.
  - b. Manufacturer shall provide and maintain two-way TCP/IP communication link.
  - c. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

- d. The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as a full scheduling capabilities for all fields to only having permission to execute “early off” commands by phone. Scheduling tool shall be capable of setting curfew limits.
  - e. Controller shall accept and store 7 day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during power outage.
- v. Remote Monitoring System
- a. System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled.
  - b. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- vi. Management Tools
- a. Manufacturer shall provide a web based database and dashboard tool of actual field usage and provide reports by facility and user group.
    - 1. Dashboard shall also show current status of luminaire outages, control operation an service
    - 2. Mobile application will be provided suitable for IOS, Android and Blackberry devices.
  - b. Hours of Usage
    - 1. Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.
      - a. Cumulative hours shall be tracked to show the total hours used by the facility.
      - b. Report hours saved by using early off and push buttons by users.
  - c. Communication Cost
    - 1. Manufacturer shall include communication cost for the operating of the control and monitoring system for a period of 25 years.
- vii. Warranty
- a. 25 Year Warranty (Light-Structure System™)
    - 1. Manufacturer shall supply a signed warranty covering the entire system for 25 years from the date of shipment.
    - 2. Warranty shall guarantee specified target light levels.
    - 3. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term.
    - 4. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers
  - b. 10 Year Warranty (SportsCluster® System)
    - 1. Manufacturer shall supply a signed warranty covering the entire system of 10 years from the date of shipment.
    - 2. Warranty shall guarantee specified target light levels.
    - 3. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term
    - 4. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers
    - 5. Constant 10™ warranty is contingent upon a site inspection

- c. Maintenance
    - 1. Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for the life of the warranty (date of equipment shipment).
    - 2. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted.
    - 3. Owner agrees to check fuses in the event of a luminaire outage.
  
  - d. Exclusions
    - 1. Maintenance, repair or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to covered products parts or components, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes and lightning).
    - 2. It is the customer's responsibility to check and change fusing.
  - e. Manufacturer shall have in place, the personnel, procedures and processes to implement and execute the warranty as detailed in this section of the specification
- 
- viii. Inspection and Verification
    - a. The lighting manufacturer shall guarantee illumination light levels for the life of the warranty.
      - 1. Field measurements shall be done per IESNA RP-6-15 recommendations.
      - 2. Failure to achieve the required results will require individual luminaire re-aiming and re-measurements at the expense of the manufacturer.

**Part 3 – Installation (pole construction, pole removal and relight)****A. Pole Installation**

- i. Provide pricing for labor to install owner furnished poles & fixtures. Price will include unloading of the equipment upon arrival to job site, excavation of holes, assembly of the poles and luminaires, all wiring from the remote electric enclosures to the luminaires, proper grounding, installation of the pre-stressed foundations with concrete backfill, pole erection and aiming. Installation assumes standard soils of 2000 psf with no rock or abnormal collapsing holes.

**B. Removal of existing poles or structures**

- i. Provide pricing for labor to take down existing poles, structures and fixtures and remove them to a staging area on the job site designated by the owner. Concrete and steel poles will be completely removed. Any pre-engineered concrete base will be cut – foundations will not be removed but cut and jack hammered to a foot below grade. Wood poles may be cut off 2 feet below grade, as long as the stumps are covered back with soil.

**C. Installation of fixtures on existing poles**

- i. Provide pricing for labor to take down existing fixtures and remove them to a staging area on the job site designated by the owner. The cost will also include labor to install the new fixtures on the existing structure. Installation assumes that the pole structure and wiring will be sufficient to handle the new fixtures. Owner assumes all responsibility of structural integrity of existing poles.

**D. Owner and Bidder responsibilities**

- i. Owner's responsibilities
  - a. Provide total access to the site and poles location for construction. Equipment must be able to move from location to location on standard rubber tires – no towing required.
  - b. Remove any trees, limbs, shrubs, etc. for total access to poles locations.
  - c. Survey in pole locations and aiming points (one per field) for sighting in lighting cross arms. Mark home plate, foul lines, and field boundary lines. Final grade elevations will also need to be marked if necessary.
  - d. Removal, replacement, and repair of all fencing necessary for construction.
  - e. Repair and replacement of any field turf, asphalt, curbs, and concrete inadvertently damaged during installation.
  - f. Provide area on site for disposal of spoils from foundation excavation.
  - g. Locate and mark existing underground utilities not covered by "One Call" and irrigation systems including sprinkler heads prior to excavation. Bidder will not responsible for repairs to unmarked utilities.
  - h. Pay for any power company fees and requirements, if necessary.
  - i. Additional charges will apply for foundation excavation and construction in non-standard soils (rock, caliche, high water table, collapsing holes, alluvial soils, etc.) Standard soils are defined as Class 5 soils in the 2017 Edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
  - j. Provide a source of water such as a fire hydrant or 2" water line for foundation excavation. Pay for any all fees associated with the water access and usage.
  - k. Pay for any and all permitting fees.

- ii. Bidder's responsibilities
  - a. Provide required poles, fixtures, foundations and associated designs.
  - b. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State of Florida
  - c. Provide layout of poles locations and aiming diagram
  - d. Provide light test upon completion of works, once owner supplied electrical system is energized.
  - e. Provide review of electrical design as provided by Electrical Contractor or Electrical Engineer.
  - f. Provide bonding per the State of Florida requirements.
  - g. Provide equipment and materials to off load equipment at job site per scheduled delivery.
  - h. Provide storage containers for material, including electrical enclosures
  - i. Provide adequate trash containers for cardboard waste and packing debris.
  - j. Provide adequate security to protect delivered products from theft, vandalism and damage during installation.
  - k. Obtain any and all required permits. Costs to be paid by Owner.
  - l. Make appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Repair any damage to existing utilities made during construction.
  - m. Provide materials and equipment to install Musco's Light-Structure System™ foundations as specified on layout.
  - n. Remove augured spoils to owner designated location at job site.
  - o. Provide materials and equipment to assemble and install Musco's TLC for LED™ fixtures and terminate all necessary wiring.
  - p. Provide equipment and materials to assemble and erect Musco's Light-Structure System™ poles.

**Part 4 – Electrical Supply labor/equipment****A. Electrical Services**

- i. All services are to be quoted at 277/480 volt three phase. Base all service feeders on a length of 150 feet at burial depth of 36" with no obstructions in the path. Provide lump sum costs for equipment and labor to install each of the following four options.
  - a. Option A
    1. 200 amp three phase meter can
    2. 200 amp main circuit breaker N3R 42 circuit panel with 8 three pole 30 amp breakers
    3. Service feeders. (4) 3/0 conductors in a 2 1/2" raceway. 150'
    4. Build service rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contractor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contractor cabinet will be provided by the sports lighting manufacturer and installed.
    5. Pull necessary permits
  - b. Option B
    1. 400 amp three phase meter can
    2. 400 amp main circuit breaker N3R 42 circuit panel with 8 three pole 60 amp breakers
    3. Service feeders. (4) 500 mcm conductors in a 4" raceway. 150'
    4. Build service rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contractor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contractor cabinet will be provided by the sports lighting manufacturer and installed.
    5. Pull necessary permits
  - c. Option C
    1. 600 amp three phase meter can
    2. 600 amp main circuit breaker N3R 42 circuit panel with 12 three pole 60 amp breakers
    3. Service feeders. (2) 4" raceways with (4) 300 MCM conductors in a 4" raceway. 150'
    4. Build service rack out of 3" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contractor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contractor cabinet will be provided by the sports lighting manufacturer and installed.
    5. Pull necessary permits

d. Option C

1. 800 amp three phase CT enclosure
2. 800 amp three phase CT meter can
3. 800 amp main circuit breaker N3R 42 circuit panel with 12 three pole 80 amp breakers
4. Service feeders (2) 4" raceways with (4) 500 mcm conductors in each raceway. 150'
5. Build service rack out of 3" galvanized pipe with galvanized uni-strut to accommodate meter can, CT enclosure, electrical panel and one lighting contractor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
6. Grounding per NEC and local building codes
7. Pull necessary permits

ii. Conduit, pull boxes and conductors

- a. Provide equipment and labor to install conduit, pull boxes and conductors. All installations are to be in PVC schedule 40 pipe at a burial depth of 36" with twin conductors.

iii. Lightning protection

- a. Surge Arrestors: UL labeled and rated for 277/480 V, 3 phase, 4 wire, as manufactured by Erico (TDX-50) or equal and shall be attached to the bottom of the remote electrical enclosure and/or on line side of main electrical panel.





**BOARD OF COUNTY COMMISSIONERS  
MEETING MINUTES**

May 28, 2019

Administration Building,  
4th Floor, BCC Meeting Room, 477 Houston  
Street,  
Green Cove Springs, FL 32043  
4:00 PM

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**INVOCATION**

Commissioner Rollins

**PLEDGE**

Commissioner Hutchings

**CALL TO ORDER**

Chairman Cella called the meeting to order at 4:02 P.M.

**ROLL CALL**

**Present:** Commissioner District 1 Chairman Mike Cella  
Commissioner District 5 Vice Chairman Gayward Hendry  
Commissioner District 2 Commissioner Wayne Bolla  
Commissioner District 3 Commissioner Diane Hutchings  
Commissioner District 4 Commissioner Gavin Rollins

**Absent:** None

**Staff Present:** Acting County Manager Lorin Mock  
County Attorney Courtney K. Grimm  
Commission Auditor Mike Price  
Chief Assistant County Attorney Fran Moss

**A MOMENT IN HISTORY**

Vice Chairman Hendry reported of a plane crash that killed nine service men at Thunderbolt Field, piloted by Lt. Commander Lester Key, on June 14, 1951.

**ARTWORK**

There was no Artwork on the agenda.

### **PET ADOPTIONS**

Kelly Kinney, Friends of Clay County Animals, brought two kittens to the meeting and asked for help from those who may want to consider fostering kittens taken to Animal Services.

### **APPROVAL OF MINUTES**

Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 5-0, to approve the minutes for the May 14, 2019 and May 20, 2019 BCC meetings.

1. May 14, 2019 BCC Minutes
2. May 20, 2019 BCC Special Meeting Minutes

### **PUBLIC COMMENTS**

No public comments were received.

### **CONSENT AGENDA**

Commissioner Rollins moved, seconded by Commissioner Bolla, and carried 5-0, to approve the Consent Agenda as presented.

3. Finance Business  
The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1), FI Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.
4. Finance & Audit Committee Business  
Approval of the Finance & Audit Committee Minutes of May 21, 2019.
5. Tourist Development Council Committee Business  
Approval of the March 27, 2019 Tourist Development Council Meeting Minutes.



**FINANCE AND AUDIT COMMITTEE  
MEETING MINUTES**

May 21, 2019

Administration Building,  
4th Floor, BCC Meeting Room, 477 Houston  
Street,  
Green Cove Springs, FL 32043  
3:00 PM

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**PUBLIC COMMENTS**

Chairman Hendry called the meeting to order at 3:00 P.M.

Chairman Hendry opened the public comment period.

There were no public comments to be heard.

Chairman Hendry closed the public comment period.

1. Solid Waste Collection Assessment Rate

Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessment Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, to pull for full Board discussion at the May 28th BCC meeting.

2. Bid #18/19-17, Household Hazardous Waste Buildings

Approval to post notice of intent and award Bid #18/19-17, Household Hazardous Waste Buildings to MCC Development, Inc. at a cost of \$233,900.00. Approval will be effective after 72 hour period for protest has expired. Funding Source: 401-3802-562000 (Solid Waste Fund / Environmental Services / Buildings) (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

3. Florida Department of Veterans' Affairs (FDVA) Memorandum of

## Agreement

Approval of the Memorandum of Agreement with the Florida Department of Veterans' Affairs, formalizing the Interlocal relationship as an authorized user of FDVA's VetraSpec technology, for a term to continue until terminated by either party. Funding Source: Not Applicable (T. Nagle)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

### 4. RFP #18/19-2, Various Equipment and Amenities for Parks and Playgrounds

Approval to post notice of intent and to award RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies for a term of three years. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis based on discount pricing. Approval will be effective after 72 hour bid protest period has expired. Submittals are available for review in the Purchasing Department. Funding Source: 001-3201-546100 (General Fund - Parks & Rec - Repairs & Maint) (J. Householder)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

### 5. Division of Historical Resources Grant Application for the Clay County Historical Courthouse Building Restoration Project

Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Building Restoration Project. The grant requires a 50% match. The application deadline is June 1, 2019. Staff is still in the process of finalizing the grant application. (J. Householder)

James Householder, Director of Facilities & Maintenance, stated that the amount of the grant application is a total of \$300,000.00 and that the required 50% County match of \$150,000.00 is to be in the FY 19/20 County Budget.

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

### 6. Discussion regarding Agreements related to the SWEAT Program Discussion regarding the following Agreements related to the SWEAT

**BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA**

**NOTICE OF INTENT TO AWARD BID**

**RFP NO 18/19-2, Various Equipment and Amenities for Parks and Playgrounds**

In accordance with the provisions of Section 8.N of the Clay County Purchasing Policy, notice is hereby given and posted of the decision of the Board of County Commissioners of Clay County, Florida (hereinafter the "Board") with respect to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds. Responses to RFP No. 18/19-2 were opened on March 19, 2019. During its regular meeting on May 28, 2019, the Board rendered its decision to award RFP No. 18/19-2 to multiple companies. This notice of intent to award bid is the official notification regarding said selection. The decision of the Board is final subject to 72 hour period for protest. Failure to file a protest within the time prescribed in Section 8.N of the Clay County Purchasing Policies shall constitute a waiver of proceedings under Section 8.N Bid Awards and Protests.

Lorin L. Mock  
Acting County Manager

Date of Posting:

5/29/19

Date of Removal:

6/3/19

Time of Posting:

8:45 a.m.

Time of Removal:

8:47 a.m.

Initials:

DF

Initials:

DF



## FINANCE AND AUDIT COMMITTEE MEETING MINUTES

May 17, 2022

Administration Building,  
4th Floor, BCC Meeting Room,  
477 Houston Street,  
Green Cove Springs, FL 32043  
1:00 PM

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### **PUBLIC COMMENTS**

Chairman James Renninger called the meeting to order at 1:02 pm.

Chairman James Renninger opened the floor for the public comment at 1:03 pm.

Hearing no comments, Chairman James Renninger closed the public hearing at 1:03 pm.

### **BUSINESS**

1. Award of Bid No. 21/22-36, Right-Of-Way Mowing (North) (RE-BID) and Accompanying Agreement (T.Gardner)

1) Approval to post notice of intent and award Bid No. 21/22-36, Right-of-Way Mowing (North) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

2. Award of Bid No. 21/22-37, Right-Of-Way Mowing (South) (RE-BID) and Approval of Accompanying Agreement (T.Gardner)

1) Approval to post notice of intent and award Bid No. 21/22-57, Right-of-Way Mowing (South) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

3. Rejection of bid submittals for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project (K. Smith)

Approval to reject the two bids received for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project due to budget concerns. Both bids received are over budget. This project is funded by a Local Agency Program Agreement with FDOT. The project will be re-bid allowing for additional time to secure construction materials and complete the project.

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

4. First Renewal to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds (K.Smith/J.Pierce)

Approval of first renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. This is an annual RFP for purchase and installation of playground equipment, repair parts and ballfield lighting as needed at parks county wide. The RFP is awarded to multiple Distributors and provides a percentage discount off MSRP pricing as well as an installation discount.

After discussion, Chairman James Renninger recommended the Board

place this agenda item on its May 24, 2022, consent agenda. Vice-Chairman Kristen Burke seconded the recommendation, which carried 2-0.

5. Memorandum of Understanding with Jacksonville Transportation Authority Re: Transit Study (T.Nagle)

Approval of Memorandum of Understanding with Jacksonville Transportation Authority (JTA) agreeing to enter into a cooperative relationship to conduct a Clay County Transit Study to better understand the needs of commuters in the study area. The County will reimburse JTA once the Study is completed. The County and JTA agree to split the cost of the Study equally 50/50. In no event shall the County's nor JTA's portion of the cost exceed \$100,000. JTA is responsible for properly procuring the contractor to perform the study. The study shall be completed by January 2023. Funding Source: Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Transit Study - Infrastructure

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

6. Budget Resolutions for Grant Awards (M. Mosley)

Approval of the following two (2) budget resolutions for grant awards under \$50,000:

1. Humanities Grant for Libraries-ARPA: \$10,000 awarded by the American Libraries Association (National Endowment for the Humanities) to support humanities public programming. Funding Source: General Fund Grant Revenue / Federal Grants - Culture and Recreation
2. FDOT Local Agency Program Agreement #G1R36: \$35,000 awarded by the Florida Department of Transportation Local Agency Program to be used for the design of safety improvements on County Road 220 from west of Lakeshore Drive W to east of Old Hard Road. Funding Source: Capital Improvement Plan (CIP) Projects Fund Grant Revenue / FDOT Safety - LAP Grants

After discussion, Chairman James Renninger recommended the Board place this agenda item on its May 24, 2022, consent agenda. Vice-Chairman Kristen Burke seconded the recommendation, which carried 2-0.



7. TDC Event Grant Requests (K. Morgan)

Approval of the Tourist Development Council's (TDC) recommendations of the following grants:

1.) May 28-29, 2022 Girls Lacrosse Showcase - Sports Grant (600 athletes, coaches, families and collegiate scouts) - Recommended Grant Award will be \$12,000 with the contingency that if the County can purchase required lacrosse equipment, there will be no need for an equipment rental expense. Tournament must also be a Stay-to-Play tournament with no other rebates.

2.) August 20-21, 2022 Girls Lacrosse Showcase - Sports Grant (Originally scheduled for May 20-21 but moved to August 20-21 - 70 teams with approximately 18 players per team, coaches, families and collegiate scouts) - Recommended Grant Award will be \$10,000 with the contingency that if the County can purchase additional required lacrosse equipment within a budget of \$15,000. Tournament must also be a Stay-to-Play tournament with no rebates.

3.) Bella Notte, A Night of Art Under the Stars - Special Event Marketing Grant (September 15) - Recommended Grant Award of \$3,500 reimbursable marketing grant.

4.) Rock the Box 2 - Special Event Marketing Grant (August 13) - Recommended Grant Award of \$3,000 reimbursable marketing grant.

Funding Source: Tourist Development Fund / Tourism / Reimbursement Grants

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

8. FY21/22 Budget Adjustments Within Non Capital Improvement Element (R.Kantor)

Approval of budget adjustment within the Capital Improvement Plan (CIP) Projects Fund (Non Capital Improvement Element CC1232) in the amount of \$81,265 to align budgets with bids for the Kingsley Lake and Thunderbolt Elementary to Calming Waters Sidewalk Projects. The

CR218 Beyond Taylor Road Sidewalk Project will be deferred to FY22/23. Funding Source: Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

**COUNTY MANAGER**

Howard Wanamaker, County Manager, said he had no discussion items pending questions from the Committee.

Hearing no other business, Chairman James Renninger adjourned the meeting at 1:22 pm.

Attest:

\_\_\_\_\_  
Committee Chairman

\_\_\_\_\_  
Recording Deputy Clerk



## BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

May 23, 2023  
Administration Building,  
4th Floor, BCC Meeting Room,  
477 Houston Street,  
Green Cove Springs, FL 32043  
4:00 PM

### **INVOCATION**

Commissioner Kristen Burke, District 5, gave the Invocation.

### **PLEDGE**

U.S. Navy Petty Officer Jason Clark led the Pledge of Allegiance.

Chairman Betsy Condon said Petty Officer Clark served our country for ten years in the United States Navy. He served as a Ship's Serviceman on active duty for eight of those years, and for two years, he served on Reserve Duty. Throughout his time in the Navy, Petty Officer Clark received several awards, including the Navy Achievement Medal - Joint Meritorious Unit Award - and Iraqi Campaign Medal. Additionally, he was recognized twice as the Command Junior Sailor of the Quarter. Today Petty Officer Clark resides in Orange Park and works as the Volunteer Coordinator for the Clay County Board of County Commissioners.

Petty Officer Clark said it has been a pleasure to join the Clay County Community Services Team and thanked the Board for the opportunity.

### **CALL TO ORDER**

Chairman Betsy Condon called the meeting to order at 4:03 pm.

### **ROLL CALL**

**Present:** Commissioner District 4 Betsy Condon, Chairman  
Commissioner District 1 Mike Cella  
Commissioner District 2 Alexandra Compere  
Commissioner District 5 Dr. Kristen T. Burke

**Absent:** Commissioner District 3 James Renninger, Vice-Chairman

**Staff Present:** County Manager Howard Wanamaker  
County Attorney Courtney K. Grimm  
Commission Auditor Heather Boucher

## **PET ADOPTIONS**

Teresa Capo, Executive Assistant, presented a PowerPoint presentation of pets available for adoption - Twizzler (dog) - Maisey (dog) - Opal (cat) - O'Mally (cat). See Attachment A. If you are interested in adopting a pet, contact clayadoptions@claycountygov.com or call (904) 269-6342. Ms. Capo stated that Clay County Animal Services also offers community rabies and microchip clinic on the first Thursday every month from 3:00 pm to 5:00 pm. The "Kitten Crew" is always looking for fosters. If you are interested, please contact clayfosters@claycountygov.com. Ms. Capo said if you are interested in helping our furry friends but cannot take one home, please look at our Amazon wish list. (Amazon.com) We always need items for our foster kittens and shelter animals.

## **SPECIAL STAFF RECOGNITION**

### Building and Zoning Staff

*The Special Staff Recognition for the Building and Zoning Department can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCCAgenda/May 23,-2023](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCCAgenda/May 23,-2023), beginning at 6:03 and ending at 9:05. Below is a summary of the discussion.*

Chairman Betsy Condon said that our Chief Building Official, Steve Schoeff, is here to help us recognize ten staff members for providing outstanding customer service during the rollout of the new Tyler permitting system.

Steve Schoeff, Chief Building Inspector, introduced the staff members and recognized them for their outstanding customer service and hard work.

### **Staff Recognized:**

- 
- Robin Stroich - Building Division Program Manager
- Mary Glisson - Lead Permit Tech
- Pansy Hudson - Permit Tech
- Lisa Mitchell - Permit Tech
- Robbin Fuller - Permit Tech
- Nicky Wilson - Permit Tech
- Theresa Jude - Cashier
- Ruth Lewis - Zoning Tech
- Christie Johnson - Zoning Tech
- Laura Hanson - Zoning Tech

## PROCLAMATIONS/RESOLUTIONS

### 1. National Safe Boating Week (May 20-26, 2023)

*The presentation for the National Safe Boating Week Proclamation can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC-Agenda/May-23,-2023](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC-Agenda/May-23,-2023), beginning at 9:28 and ending at 14:25. Below is a summary of the discussion and the vote.*

Chairman Betsy Condon said National Safe Boating Week is May 20-26, 2023, marking the beginning of the summer boating season. It is the perfect time to remind boaters that safe boating takes preparation. Chuck Whipple introduced the below individuals and explained their duties.

Present to accept the Proclamation:

- Chuck Whipple - US Coast Guard Auxiliary
- Nancy Brown - Flotilla Commander
- Dan Hess - Vessel Examiner

Commissioner Mike Cella read the Proclamation for National Safe Boating Week (May 20 through 26, 2023).

Chairman Betsy Condon made a motion for approval of the Proclamation, seconded by Commissioner Kristen Burke, which carried 4-0.

Mr. Hess gave an overview of the day to day duties of the US Coast Guard Auxiliary.

### 2. Military Service Day/Memorial Day (May 29, 2023)

*The presentation of the Military Service Day/Memorial Day Proclamation (May 29, 2023) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC-Agenda/May-23-2023](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC-Agenda/May-23-2023), beginning at 14:27 and ending at 20:37. Below is a summary of the discussion and the vote.*

Chairman Betsy Condon said May 29, 2023, is Memorial Day and Military Service Day in Clay County and the 35th annual Green Cove Springs RiverFest. It is held every year on Memorial Day to pay tribute to our courageous men and women of the United States Armed Forces, past and present.

Present to accept the Proclamation:

- **Petty Officer 2nd Class John D. Ruark** - Vice President of the Veteran's Council of Clay County and has 40 years of combined service with the US Navy and Government.
- **Command Master Chief Mack Ellis** - Served his Country for more than 30 years

in the US Navy at NAS JAX as a Southeast Region Master Chief and NAS Mayport as a Fourth Fleet Master Chief.

- **Green Cove Springs Mayor Connie Butler**
- **Various Military Service Members**

Commissioner Alexandra Compere read the Proclamation for Military Service Day/Memorial Day.

Chairman Betsy Condon made a motion for approval of the Proclamation, seconded by Commissioner Mike Cella, which carried 4-0.

Mayor Connie Butler thanked the Board for the Proclamation. She also thanked the men and women that serve in our military. Mayor Butler said all are invited to the RiverFest on Monday, May 29, 2023, at 10:00 am and gave information for events and vendors.

Master Chief Mack Ellis thanked the Board for always supporting our military and said getting support has to come from the top, and no matter what happens, everything runs smoother.

### 3. FHSAA Boys Weightlifting State Championship

*The presentation of the FHSAA Boys Weightlifting State Championship Proclamation can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC-Agenda/May-23-2023](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC-Agenda/May-23-2023), beginning at 21:25 and ending at 33:25. Below is a summary of the discussion and the vote.*

Chairman Betsy Condon said we would like to recognize and congratulate the Fleming Island and Keystone Heights Boys Weightlifting Teams for their recent wins at the FHSAA Boys Weightlifting State Championships. Chairman Condon said they would recognize each team separately.

#### **Fleming Island:**

- Travis Cunningham - Fleming Island Golden Eagles Head Coach
- Austin Smenda - Assistant Coach
- Jordan Herff - Assistant Coach
  - Nicholas Cruz
  - Austin Allred
  - Isaiah Ramos
  - Mason Donahue
  - Shekaeb Wallizada
  - Joshua Pereira
  - Dylan Peterson
  - Zach Davis
  - Conner Russell
  - Ben Hollinger
  - Tyler Beverly
  - Tyler Williams

- Murphy Ballard
- Tabari Tucker
- Pierre Solorzano
- Aidan Rucker
- Jered Rhodes
- Haeddon Compton
- Ladarius Jackson
- Josh Langston
- Ethan Wilger
- Gage Isbell
- Keven Reyes
- Braden Cunningham

Commissioner Kristen Burke read the FHSAA Boys Weightlifting State Championship Proclamation for Fleming Island Boys Weightlifting Team.

Commissioner Alexandra Compere made a motion for approval of the Proclamation, seconded by Commissioner Chairman Betsy Condon, which carried 4-0.

Chairman Betsy Condon recognized School Superintendent David Broskie and Clay County District Athletic Director John Sgromolo.

**Keystone Heights:**

- Lantz Lowery - Keystone Heights Indians Head Coach
  - Brian Overton
  - Larry Jeffries III
  - Colton Hollingsworth
  - Jed Tisdale
  - Declan Shine
  - Reid Begue
  - Wyatt VanZant
  - Sam Ulsch
  - Davin Adams
  - Landon Hovsepian
  - Bryar Schenck
  - Dakota Roper
  - Bryson Wester
  - Jaydon Goodman
  - Tyeler Rozier
  - Jackson Herman
  - Brayden Wester
  - Tyler Duncan

Coach Lowery acknowledged the team's accomplishment of winning a "Three-Peat."

Mr. Sgromolo said that since starting back athletics in the Summer of 2020, Clay County had been the standard in weightlifting in the state of Florida. He also recognized Coach Lowery for being Coach of the Year. The support that the Community has for the student-athletes as a whole is truly like no other in the state. Mr. Sgromolo thanked the

Community and the Commission for always supporting the athletes.

Chairman Betsy Condon recognized Principal Laurie Burke, Athletic Director Chuck Dickinson, and Football Coach Steve Reynolds.

Commissioner Kristen Burke read the FHSAA Boys Weightlifting State Championship Proclamation for Keystone Heights Boys Weightlifting Team.

Commissioner Mike Cella made a motion for approval of the Proclamation, seconded by Commissioner Chairman Betsy Condon, which carried 4-0.

Keystone Heights Principal Laurie Burke said these guys are great athletes but are even better young men led by an amazing coach. Thank you all for your hard work and representing the school so well, and thank you to the Commission for the recognition.

**DECLARATIONS**

4. Lupus Awareness Month (May 2023)

Chairman Betsy Condon said Lupus is a chronic disease that affects the immune system and can be difficult to diagnose. Lupus Awareness Month occurs each May to help raise awareness about the disease, its symptoms, and treatments. We are declaring May 2023 as Lupus Awareness Month in Clay County. If you would like to read the Declaration, it is on this meeting’s online agenda.

5. Mental Health Awareness Month (May 2023)

Chairman Betsy Condon said we also declare May as Mental Health Awareness Month. Many people of all ages live with mental health illnesses in the United States. There are many resources available to help. If you know someone struggling with mental health issues, please help connect them with life-saving organizations like Clay Behavioral Health or the 9-8-8 Suicide and Crisis Lifeline. We have declared May as Mental Health Awareness Month in Clay County. If you would like to read the Declaration, it is on this meeting’s online agenda.

**CONSTITUTIONAL OFFICERS**

There were no comments by Constitutional Officers.

**APPROVAL OF MINUTES**

6. Board of County Commissioners Meeting, May 9, 2023.

Commissioner Mike Cella made a motion for approval of the May 9, 2023, BCC Meeting minutes, seconded by Commissioner Kristen Burke, which carried 4-0.



**PUBLIC COMMENTS**

Chairman Betsy Condon opened the floor for public comment at 4:37 pm.

James Otto, Blanding Boulevard, Middleburg, Florida, asked for the votes to be called out and has concerns regarding having an attorney, red light cameras, and police report written during an accident he was involved in.

Hearing no other comments, Chairman Betsy Condon closed public comment at 4:40 pm.

**CONSENT AGENDA**

7. Finance Business

The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1) FL Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.

8. SHIP Down Payment Assistance Funding Agreement between the County and Housing Finance Authority (T. Sumner)

Approval of the SHIP Down Payment Assistance Funding Agreement between the County and Housing Finance Authority of Clay County.

**Funding Source:**

SHIP Program Fund - SHIP Program Activities - Program Services

9. First Amendment to Agreement No. 2021/2022-182 with Mercy Support Services, Inc. for Homeless Stabilization Program Strategy (T. Sumner)

A) Approval of the First Amendment to Agreement No. 2021/2022-182 with Mercy Support Services, Inc. as the Sponsor/Developer for the Homeless Stabilization Program Strategy for the County's SHIP Program, increasing the grant funding for years two and three of the Agreement from \$100,000.00 per year to \$300,000.00 per year.

B) Additional approval of advanced payment is requested.

**Funding Source:**

SHIP Program Fund - SHIP Program Activities - Program Services

10. Satisfaction of Mortgage for Duncan, Bryant and Hayward (T.

Sumner/C. Stewart)

11. Second Renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds (K. Smith)

Approval of second renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. This is an annual RFP for purchase and installation of playground equipment, repair parts and ballfield lighting as needed at parks county wide. The RFP is awarded to multiple Distributors and provides a percentage discount off MSRP pricing as well as an installation discount.

**Funding Source:**

General Fund - Parks and Recreation Administration - Machinery and Equipment - Capitalized

Various

12. Bid No. 22/23-45, Junk and Debris Removal (K. Smith)

Approval to reject bid received from J Dog Junk Removal for Bid No. 22/23-45, Junk and Debris Removal. Services are funded through the Community Development Block Grant (CDBG) Entitlement Program. Staff is re-evaluating alternate methods to procure services based upon the needs of individual applications. This effort should result in better pricing for the removal and disposal fees.

13. Interlocal Agreement with Clay County Utility Authority regarding Road Work and Utility Work for the Improvements of County Road 315 related to the Bonded Transportation Program Construction Management At Risk Group #2 (E. Dendor)

Approval of Interlocal Agreement with Clay County Utility Authority regarding Road Work and Utility Work for the Improvements of County Road 315 related to the Bonded Transportation Program Construction Management At Risk Group #2 (E. Dendor)

14. Tenth Amendment to Agreement No. 2020/2021-213 with Jacobs Engineering Group, Inc. for Professional Engineering Design Consultant Services for the Bonded Transportation Program Construction Management At Risk Group #2 regarding Project 6A (E. Dendor)

Approval of the Tenth Amendment to Agreement No. 2020/2021-213 with Jacobs Engineering Group, Inc. for Professional Engineering Design Consultant Services for the Bonded Transportation Program Construction Management At Risk Group #2 to include design and post-design Services necessary to construct the Utility Work in relation to Project 6A in accordance with the Interlocal Agreement between the

County and Clay County Utility Authority (CCUA) Re: Roadwork and Utility Work for the Improvement of CR 315 in the amount of \$265,390.34.

Funding Source:

2020 Bond Construction Fund - First Coast Connector from US17 to CR315 - Infrastructure

- 15. Acceptance for Final Plat for Recording - Kindlewood Townhomes (District 2, Comm. Compere)(R. Smith)
- 16. Acceptance for Final Plat for Recording - Cathedral Oak Parkway Phase 3 (District 5, Comm. Burke)(R. Smith)  
Staff has reviewed and recommends that the Board accept and approve the final plat of Cathedral Oak Parkway Phase 3 for recording.
- 17. Acceptance of Assignment and Assumption of Agreement for Permanent Easement for Drainage between the Shadowlawn Community Development District and Clay County (C. Grimm)
- 18. Approval of Amendment to Roadway Construction Impact Fee Credit Agreement between Clay County and Shadowlawn Community Development District, Agreement No. 2017/2018-70, related to the construction and dedication of CR 218 Extension (now known as a portion of Cathedral Oak Parkway)
- 19. First Amendment to Agreement No. 2020/2021-216 with Replay Systems, Inc. for the Purchase and Installation of the E911 Logging Recorder Replacement System (D. Hane)  
Approval of the First Amendment to Agreement No. 2020/2021-216 with Replay Systems, Inc. for the Purchase and Installation of the E911 Logging Recorder Replacement Systems in the amount of \$124,710.60.

Funding Source:

911 Wireless Fund - All Grants Organization - Computer Software - E911 Logging Recorder Replacement Project  
 911 Wireless Fund - All Grants Organization - Machinery and Equipment - Capitalized - E911 Logging Recorder Replacement Project  
 911 Wireless Fund - 911 Wireless - Machinery and Equipment - Capitalized  
 911 Wireless Fund - 911 Wireless - Professional Services

- 20. Request to use alternative procedure to notice public hearings for the consideration of potential purchase and sales agreements for the

County's purchase of real properties in connection with Public Safety projects (A. Chapman)

Courtney Grimm, County Attorney, said items do not need to be pulled but need the record to reflect item number 8; the agreement will be revised to reflect that this is a continuing program and moving forward. Additionally, item 16 has some revisions to the plat to tie easement bearings and distances to the easement plat line.

Commissioner Mike Cella made a motion for approval of the Consent Agenda as presented, seconded by Commissioner Kristen Burke, which carried 4-0.

**DISCUSSION/UPDATES**

21. Northeast Florida Regional Council Board's upcoming leadership

*The discussion for the Northeast Florida Regional Council Board can be seen at [www.claycountygov.com/clay-county-tv-and-video-archive/BCC-Agenda-May-23,-2023,-beginning-at-41:23-and-ending-at-45:54](http://www.claycountygov.com/clay-county-tv-and-video-archive/BCC-Agenda-May-23,-2023,-beginning-at-41:23-and-ending-at-45:54). Below is a summary of the discussion.*

Eric Anderson, Deputy CEO, and Emergency Manager, addressed the Board regarding the leadership for NEFRC. Mr. Anderson gave an overview of the makeup for leadership for NEFRC. Mr. Anderson said 2019; the Board approved a restructuring and a rotation of counties into leadership positions. They returned to the rotation when Clay County re-entered the Regional Council in 2021/2022. They are slated in Clay County due to having a person nominated in the first Vice-President position for the next year, and then the person would be the board chair the next year. Commissioner James Renninger has been discussed as a potential nominee. He understands that Commissioner Renninger wanted a discussion with the Board to develop some consensus on who the nominee would be for the county.

There were questions and discussions regarding the timeline and leadership change.

Commissioner Mike Cella expressed his concern with Commissioner Renninger's absence and making a decision regarding the position.

Following the discussion, the Board gave consensus with the recommendation for Commissioner Renninger, and when he returns, he can give his thoughts, and they would move forward after the discussion. Chairman Betsy Condon agreed and said Commissioner Renninger would serve the Council well.

**NEW BUSINESS**

22. Bid No. 22/23-50, Sidewalk Replacement for the Community Disaster Block Grant Entitlement Program (K. Smith)

Approval to Post Notice to Intent to award Bid No. 22/23-50, Sidewalk Replacement for the Community Disaster Block Grant Entitlement

Program to CGC, Inc. in the amount of \$306,850.00 (At the following locations: Parkwood Drive, Glendening Road, Gwinnett Road, Dunwoodie Road, Tocca Road, Edson Drive, and Sonora Drive). Approval will be effective after the 72 hour protest period has expired.

**Funding Source:**

Community Development Block Grant Fund - All Grants Organization - Community Development Block Grant FY21-27 - Infrastructure

*The discussion for BID Number 22/23-50 - Sidewalk Replacement can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC-Agenda-May-23,-2023,-beginning-at-45:59-and-ending-at-47:03](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC-Agenda-May-23,-2023,-beginning-at-45:59-and-ending-at-47:03). Below is a summary of the discussion and the vote.*

Karen Smith, Director of Administrative and Contractual Services, addressed the Board regarding BID number 22/23-50, sidewalk replacement for the Community Disaster Block Grant Entitlement Program. The request is for approval to post a Notice of Intent to award CGC, Inc. for the following locations: Parkwood Drive, Glendening Road, Gwinnett Road, Dunwoodie Road, Tocca Road, Edson Drive, and Sonora Drive

Commissioner Kristen Burke made a motion for approval, seconded by Commissioner Alexandra Compere, which carried 4-0.

23. RFP No. 22/23-52, Design-Build of Signal Light at County Road 315 and Spring Park Elementary (K. Smith)

A.) Approval to accept staff's evaluation for RFP No. 22/23-52, Design-Build of Signal Light on County Road 315 at Spring Park Elementary and award to Traffic Control Devices, LLC. Approval will be effective after the 72 hour period for protest has expired.

1. Traffic Control Devices, LLC - 91.00

One proposal was received from Traffic Control Devices, LLC. The County's Design Criteria Professional (T. Abernathy) evaluated this proposal along with additional County staff.

B.) Request approval for the County Manager to execute the Agreement.

**Funding Source:**

Impact Fee District 2 Fund - Capital Improvement Element - CR315 Road Widening Willow Spring - Infrastructure

*The discussion for RFP Number 22/23-52 - Design-Build of Signal Light can be seen at [www.claycountygov.com/clay-county-tv-and-video-archive/BCC-Agenda-May-23,-](http://www.claycountygov.com/clay-county-tv-and-video-archive/BCC-Agenda-May-23,-)*

2023, beginning at 47:04 and ending at 49:00. Below is a summary of the discussion and the vote.

Karen Smith, Director of Administrative and Contractual Services, addressed the Board regarding RFP Number 22/23-52, Design-Build of Signal Light at County Road 315 and Spring Park Elementary. The request is to award Traffic Control Devices, LLC. and approval for the County Manager to execute the agreement.

There were questions and discussions regarding the budget and the funding source.

Commissioner Mike Cella made a motion for approval, seconded by Commissioner Kristen Burke, which carried 4-0.

**TIME CERTAIN - 5:00 p.m. or as soon thereafter as can be heard.**

- 24. Public Hearing on Ordinance and Resolution to Amend the Capital Improvement Plan (R. Kantor)
  - A) Public Hearing to consider approval of Ordinance amending the Capital Improvement Element (CIE) portion of the Clay County Capital Improvement Plan.
  - B) Approval of Resolution amending the Non-CIE portion of the Clay County Capital Improvement Plan.
  - C) Approval of Resolution amending the FY22/23 budget, to include establishment of the Impact Fee Funds.

Funding Sources: Various

*The public hearing on an Ordinance and Resolution to amend the Capital Improvement Plan can be seen at [www.claycountygov.com/clay-county-tv-and-videoarchive/BCC-Agenda-May-23,-2023,-beginning at 59:01 and ending at 1:02:39](http://www.claycountygov.com/clay-county-tv-and-videoarchive/BCC-Agenda-May-23,-2023,-beginning-at-59:01-and-ending-at-1:02:39). Below is a summary of the discussion and the vote.*

Reginald Kantor, Budget Manager, addressed the Board regarding the public hearing for the Ordinance and Resolution to amend the CIP.

- A.** Public Hearing to consider approval of Ordinance amending the Capital Improvement element (CIE) portion of Clay County CIP - Request a transfer from CIP Reserves for the CIE project - SR23 frontage at Trailridge aka Oakleaf Plantation Parkway for a study by the Florida Turnpike Enterprise (Interchange Modification Report)

There were questions and discussions regarding funding for the study.

Chairman Betsy Condon opened the floor for the public hearing at 5:01 pm.

Hearing no comments, Chairman Betsy Condon closed the public hearing at 5:01 pm.

Commissioner Alexandra Compere made a motion for approval of A, seconded by Commissioner Mike Cella, which carried 4-0.

**B.** Approval of Resolution amending the Non-CIE portion of Clay County CIP - The Non-CIE project is the Regional Sports Complex - They want to move ahead with a turn lane project which will be reimbursed by the state come the new FY for the state.

Commissioner Alexandra Compere made a motion for approval of B, seconded by Commissioner Kristen Burke, which carried 4-0.

**C** .Approval of Resolution amending the FY 22/23 Budget to include establishment of the Impact Fee Funds.

Commissioner Kristen Burke made a motion for approval of C, seconded by Commissioner Mike Cella, which carried 4-0.

25. Public Hearing for the purpose of considering the entry into a Purchase and Sale Agreement for the purchase by the County of real property necessary for the Bonded Transportation Program, more particularly described as Tax Parcel No. 39-05-26-015164-001-01 and authorization for County Manager to execute all documents necessary to close the acquisition (E. Dendor)

*The public hearing to consider entering into a Purchase and Sale Agreement can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC-Agenda/May-23,-2023-beginning at 1:02:47 and ending at 1:04:19](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC-Agenda/May-23,-2023-beginning%20at%201:02:47%20and%20ending%20at%201:04:19). Below is a summary of the discussion and vote.*

Ed Dendor, Bonded Transportation Program Manager, addressed the Board regarding the public hearing for the purpose of considering the entry into a Purchase and Sale Agreement for the purchase by the County of real property necessary for the Bonded Transportation Program, more particularly described as Tax Parcel Number: 39-05-26-015164-001-01 and authorization for County Manager to execute all documents necessary to close the acquisition.

Chairman Betsy Condon opened the floor for the public hearing at 5:04 pm.

Hearing no comments, Chairman Betsy Condon closed the public hearing at 5:04 pm.

Commissioner Mike Cella made a motion for approval, seconded by Commissioner Alexandra Compere, which carried 4-0.

26. Public Hearing for the purpose of considering the entry into a Purchase and Sale Agreement for the purchase by the County of real property necessary for the Bonded Transportation Program, more particularly described as a portion of Tax Parcel No. 46-05-26-010226-000-00 and authorization for County Manager to execute all documents necessary to close the acquisition (E. Dendor)

*The public hearing to consider entering into a Purchase and Sale Agreement can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC-Agenda/May-23,-2023-beginning at 1:04:21 and ending at 1:07:00](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC-Agenda/May-23,-2023-beginning-at-1:04:21-and-ending-at-1:07:00). Below is a summary of the discussion and vote.*

Ed Dendor, Bonded Transportation Program Manager, addressed the Board regarding the public hearing for the purpose of considering the entry into a Purchase and Sale Agreement for the purchase by the County of real property necessary for the Bonded Transportation Program, more particularly described as Tax Parcel Number 46-05-26-010226-000-00 - Project number 3 - along CR 209 and authorization for County Manager to execute all documents necessary to close the acquisition.

Chairman Betsy Condon opened the floor for the public hearing at 5:06 pm.

Dan Rutovic, 2612 Ridgecrest Avenue, Orange Park, Florida, had concerns regarding the cost for the purchase.

Hearing no other comments, Chairman Betsy Condon closed the public hearing at 5:07 pm.

Commissioner Kristen Burke made a motion for approval, seconded by Commissioner Alexandra Compere, which carried 4-0.

27. Public Hearing to consider ZON-0123-00002. (District 1, Comm. Cella) (M. Brown) Continued from April 25, 2023.

A rezoning of 9.56 acres from Agricultural Residential (AR) to Private Services (PS-3).

*The public hearing to consider ZON-0123-00002 can be seen at [www.claycountygov.com/clay-county-tv-and-video-archive/BCC-Agenda-May-23,-2023,-beginning at 1:07:03 and ending at 1:11:05](http://www.claycountygov.com/clay-county-tv-and-video-archive/BCC-Agenda-May-23,-2023,-beginning-at-1:07:03-and-ending-at-1:11:05). Below is a summary of the discussion and the vote.*

Mike Brown, Zoning Chief, said this item was continued from the April 25, 2023, BCC meeting. There has been a staff presentation already, if it pleases the Board he would turn it over to the agent for the applicant.

Mark Scruby, 1 Independent Drive, addressed the Board to request a continuance and gave an overview of the request.



Chairman Betsy Condon opened the floor for the public hearing at 5:10 pm.

James Otto, 2908 Blanding Boulevard, Middleburg, Florida, requested the Board not to continue this item.

Hearing no other comments, Chairman Betsy Condon closed the public hearing at 5:11 pm.

Commissioner Mike Cella made a motion for approval of a continuance to the August 22, 2023, BCC meeting as requested, seconded by Commissioner Alexandra Compere, which carried 4-0.

28. Public Hearing to consider ZON-0223-00008. (District 5, Comm. Burke)  
(M. Brown)

Application to rezone 0.64 acres from BB-2 (Community Business) to BB-3 (Specialty Business).

*The public hearing to consider ZON-0223-00008 can be seen at [www.claycountygov.com/clay-county-tv-and-video-archive/BCC-Agenda-May-23,-2023,-beginning-at-1:11:07-and-ending-at-1:15:02](http://www.claycountygov.com/clay-county-tv-and-video-archive/BCC-Agenda-May-23,-2023,-beginning-at-1:11:07-and-ending-at-1:15:02). Below is a summary of the discussion and the vote.*

Mike Brown, Zoning Chief, presented a PowerPoint presentation to the Board for the public hearing to consider ZON-0223-00008, rezoning of 0.64 acres from BB-2 (Community Business) to BB-3 (Specialty Business). See Attachment B.

Troy Carter, 2600 Cypress Ridge, Wesley Chapel, Florida, was available for questions as the engineer of record for the project.

Commissioner Kristen Burke asked for clarification on the type or name of business. Mr. Carter stated that it would be Take 5 Oil Change.

Commissioner Mike Cella said he is a customer at the Take 5 location on Blanding Boulevard and if the operation in Green Cove is run as smoothly and as well as the one in Orange Park it will boom to the residents in the area.

Chairman Betsy Condon opened the floor for the public hearing at 5:15 pm.

Hearing no comments, Chairman Betsy Condon closed the public hearing at 5:15 pm.

Commissioner Kristen Burke made a motion for approval seconded by Commissioner Alexandra Compere, which carried 4-0.

29. Final Public Hearing to consider adoption of COMP0323-00002 and PUD- 0323-00003. (District 5, Comm. Burke) (M. Brown)

A.) COMP0323-00002

This application is a Small-Scale Comprehensive Plan Amendment to the 2040 Future Land Use Map (FLUM). The application would change the Future Land Use (FLU) designation of two (2) parcels of land from Rural Residential to Commercial.

B.) PUD- 0323-00003

This application is a Rezoning of two (2) parcels from AR (Agricultural/Residential District) to PCD (Planned Commercial Development District).

*The public hearing to consider COMP-0323-0002 and PUD-0323-00003 can be seen at [www.claycountygov.com/clay-county-tv-and-video-archive/BCC-Agenda-May-23,-2023](http://www.claycountygov.com/clay-county-tv-and-video-archive/BCC-Agenda-May-23,-2023), beginning at 1:15:04 and ending at 1:37:21. Below is a summary of the discussion and the vote.*

Mike Brown, Zoning Chief, presented a PowerPoint presentation to the Board for the public hearing to consider adoption of COMP-0323-00002 and PUD-0323-00003. See Attachment C.

- COMP-0323-00002 - Small-Scale Comprehensive Plan Amendment to the 2040 Future Land Use Map (FLUM). The application would change the Future Land Use (FLU) designation of two (2) parcels from Rural Residential to Commercial.
- PUD-0323-00003 - Rezoning of two (2) parcels from AR (Agricultural/Residential District) to PCD (Planned Commercial Development District).

**All those that wish to speak were sworn in.**

Chairman Betsy Condon opened the floor for the public hearing at 5:25 pm.

James Otto, 2908 Blanding Boulevard, Middleburg, Florida, addressed the Board with concerns regarding location of the development and keeping trees.

Frank Miller, 1 Independent Drive, Jacksonville, Florida, addressed the Board to give an overview of the requested changes.

There were questions and discussions regarding the signage and concerns presented by the Planning Commission.

Hearing no other comments, Chairman Betsy Condon closed the public hearing at 5:37 pm.

Commissioner Kristen Burke made a motion for approval of COMP-0323-00002, seconded by Commissioner Mike Cella, which carried 4-0.

Commissioner Kristen Burke made a motion for approval of PUD-0323-00003, with the caveat for signage as discussed, seconded by Commissioner Mike Cella, which carried 4-0.

## **LETTERS OF DOCUMENTATION**

### 30. Bid Opening Tabulations (K. Smith)

Bid Opening Tabulations for May 12, 2023:

A. RFQ No. 22/23-53, Construction Manager at Risk (CMAR) for the Clay County Building / Economic Development Services Facility

B. RFP No. 22/23-52, Design-Build of Signal Light at County Road 315 and Spring Park Elementary

Chairman Betsy Condon acknowledged the Letters of Documentation.

## **PUBLIC COMMENTS**

Chairman Betsy Condon opened the floor for public comment at 5:38 pm.

Thomas Riddle, 3536 Westover Road, addressed the Board regarding the tree damage, trash on the road, and ditches. He also has concerns regarding sewer and water lines.

James Otto, 2908 Blanding Boulevard, Middleburg, Florida, addressed the Board with concerns about impact fees, body cameras for CCSO, and semi-truck parking on the road.

Dan Rutovic, Ridgecrest Avenue, Orange Park, addressed the Board regarding a code enforcement complaint he filed previously about parking in a residential area and having a business in a residential home.

Hearing no other comments, Chairman Betsy Condon closed public comment at 5:48 pm.

## **COMMISSION AUDITOR**

Heather Boucher, Commission Auditor, had no comment.

## **COUNTY ATTORNEY**

*The discussion of PACE Program can be seen at [www.claycountygov.com/clay-county-tv-and-video-archive/BCC-Agenda-May-23,-2023,-beginning-at-49:19-and-ending-at-58:36](http://www.claycountygov.com/clay-county-tv-and-video-archive/BCC-Agenda-May-23,-2023,-beginning-at-49:19-and-ending-at-58:36). Below is a summary of the discussion.*

Courtney Grimm, County Attorney, addressed the Board to discuss the agreement entered into during the Summer of 2019 called Florida PACE Funding Agency. County Attorney Grimm gave an overview of the agreement and what the program provides. She also gave an update on current proceedings regarding the program and actions

regarding non-renewal letters. County Attorney Grimm said they would follow those cases and report to the Board. Staff is currently preparing a response to the non-renewal letter.

Commissioner Mike Cella said the PACE designation is not the same as PACE School for Girls; in this case, it is Property Assessed Clean Energy. There are several problems with the PACE Program recognized in 2020, which is why the residential component was dropped, and they went with commercial only. Commissioner Cella gave more details about the issues with the program. He has spoken with the Tax Collector, Diane Hutchings, and she indicated that she would not accept those liens in Clay County until there is a resolution.

*County Attorney Comment can be seen at [www.claycountygov.com/clay-county-tv-and-video-archive/BCC-Agenda-May-23,-2023,-beginning at 1:54:55 and ending at 1:55:20](http://www.claycountygov.com/clay-county-tv-and-video-archive/BCC-Agenda-May-23,-2023,-beginning%20at%201:54:55%20and%20ending%20at%201:55:20). Below is a summary of the discussion.*

County Attorney Grimm reminded the Board that on June 6, 2023, there is a workshop at 10:00 am for the Land Development Code.

**COUNTY MANAGER**

*County Manager Comments can be seen at [www.claycountygov.com/clay-county-tv-and-video-archive/BCC-Agenda-May-23,-2023,-beginning at 1:55:22 and ending at 1:57:05](http://www.claycountygov.com/clay-county-tv-and-video-archive/BCC-Agenda-May-23,-2023,-beginning%20at%201:55:22%20and%20ending%20at%201:57:05). Below is a summary of the discussion.*

Howard Wanamaker, County Manager, addressed the comment about grants. Staff will research with the grants team with regards to septic to sewer. Ms. Stewart is watching, and her team is also addressing Westover and the code enforcement issue.

County Manager Wanamaker said there had been two meetings regarding the strategic plan and community engagements. There has been great participation from the community and capturing where they would like to see Clay County 20 years from now. The next meeting is at the Middleburg-Clay Hill Library tomorrow, Wednesday, May 24, 2023, at 6:00 pm.

County Manager Wanamaker said the First Coast Expressway Summit is at Thrasher-Horne from 9:00 am to 11:00 am this Thursday, May 25, 2023.

**COMMISSIONERS' COMMENTS**

*Commissioners Comments can be seen at [www.claycountygov.com/clay-county-tv-and-video-archive/BCC-Agenda-May-23,-2023,-beginning at 1:57:08 and ending at 2:11:47](http://www.claycountygov.com/clay-county-tv-and-video-archive/BCC-Agenda-May-23,-2023,-beginning%20at%201:57:08%20and%20ending%20at%202:11:47). Below is a summary of the discussion.*

Commissioner Alexandra Compere spoke about touring the county and wrapping up visits to the fire stations that will be replaced. Our firefighters' attitudes are amazing

despite how few resources they have to work with as it relates to certain things. They are the most gracious people you will ever meet. They have been very open with sharing their ideas with the county, and she appreciates that staff has been incorporating their ideas and moving forward with plans that would accommodate them. Commissioner Compere said she especially enjoyed her visit to Fleming Island Library. She was impressed with the space where multi-faceted agenda could be accomplished. Commissioner Compere gave an overview of her visit and how the spaces are used. Her favorite space was the business section rented out to develop yourself professionally and the resources provided. Commissioner Compere thanked the staff for the experience.

Commissioner Kristen Burke said she was honored to attend the Lake Lot Owners Association of Lake Asbury. She received a ton of questions regarding traffic lights and the development at 218 and Henley and wanted to direct those concerns to Mr. Smith and meet with him to get a resolution. Commissioner Burke said there had been a lot of angry citizens regarding the exit being cut off at the old liquor store at 209 at 17. There have been discussions with DOT, and they are interested in finding a solution for the unsafe intersection. Commissioner Burke said she is excited about RiverFest and invited everyone to come out at 10:00 am on Monday, May 29, 2023. Commissioner Burke mentioned attending the AMIKids Luncheon. It is an outstanding organization that helps young boys expelled from school. They go through a program that has a 97% success graduation rate.

Commissioner Mike Cella mentioned how involved the issue with the PACE Financing got and gave kudos to the County Attorney, and thanked the Board for their continued support. The program was started with high hopes that it would be able to fund these improvements for people; unfortunately, the ones getting hurt the worst are the poorest of our homeowners. It could have been a good program, but it has fallen prey to unscrupulous operators that prey on the very people they are here to protect. Commissioner Cella mentioned attending the very nice AMIKids Luncheon, and it was a great function helping them with their fundraising. Commissioner Cella thanked Mayor Connie Butler for attending the meeting. He mentioned one of the more moving events at the RiveFest is when they call up all the veterans present and hand them a small American Flag, and they can introduce themselves and tell about their service. It is a great way to start Memorial Day and remember those who gave their lives for us in battle or in some way in the service. Commissioner Cella said our various strategic planning meetings would hopefully continue to go well. Residents seem very pleased to give us their input on shaping the county. We had an opportunity to address some of their questions afterward. If you have an opportunity and have not had a chance to go to one of these sessions, please do so.

Chairman Betsy Condon mentioned attending the TPO meeting. They have monies to add to projects to ensure they continue. They have added money for the project at US17 at Water Oak that continues down to just North of Eagle Harbor Parkway. A book on her desk lists the amounts they added so that project can continue, which is an important project in the Fleming Island area. Chairman Condon commended the Public Works team for their hard work fixing the Black Creek Drive sinkhole to ensure the community's safety. Chairman Condon discussed the issue with the dirt roads in all the districts due to the weather. The complaints are being addressed as quickly as possible. Use the Clay Connected app or email your commissioner to report issues. They are also watching the

water levels in Black Creek. Chairman Condon said she and Commissioner Compere were contacted by the County Attorney and the Supervisor of Elections regarding the function of the job for the BCC. One is to be the Canvassing Board for the county in the county elections and gave details of the requirements. In 2024, by virtue of the fact that she nor Commissioner Compere are not eligible to be on the ballot because they were elected last year, they are, by default, the Canvassing Board for the upcoming elections. They have been counseled by the county attorney on the rules and laws they have to follow. They can not attend a political event, have political signs in their yard, they can not endorse any candidate on the ballot, they can give a donation.

Chairman Betsy Condon said, please have a safe Memorial Day and remember why we celebrate. We do not really celebrate; we actually memorialize those that gave the ultimate sacrifice. She invited everyone to attend the RiverFest event. She thanked Mayor Butler for her attendance and congratulated her again.

Hearing no further business, Chairman Betsy Condon adjourned the meeting at 6:13 pm.

Attest:

\_\_\_\_\_  
Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk of the Board

\_\_\_\_\_  
Chairman or Vice-Chairman

### Acronym Definitions

AR – Agricultural/Residential  
BB-2 – Community Business  
BB-3 – Specialty Business  
BCC – Board of County Commissioners  
BTP – Bonded Transportation Program  
CCSO – Clay County Sheriff’s Office  
CIE – Capital Improvement Element  
CIP – Capital Improvement Plan  
COMP – Comprehensive Plan Amendment  
CR – County Road  
DOT – Department of Transportation  
FLUM – Future Land Use Map  
FY – Fiscal Year  
LDC – Land Development Code  
NEFRC – Northeast Florida Regional Council  
PACE – Property Assessed Clean Energy  
PCD – Planned Commercial Development  
PUD – Planned Unit Development  
RFP – Request for Proposal  
TPO – Transportation Planning Organization

# **Attachment**

## **“A”**

# **Pet Adoptions**





# Twizzler

**ANIMAL ID:** CLAY-A-5137

**SEX:** Spayed Female

**BREED:** Mix Breed, 6 Years Old, 23lbs

**LOCATION:** CCACC Main Shelter in Green Cove Springs

**ABOUT:** This pint sized girl is perfect for a calm family. She likes to be where you are and she would be just fine snuggling on the couch with you. Twizzler seems dog friendly but she would rather have a calm friend or just someone that doesn't expect too much activity from her. Who knows, maybe she will surprise us all and become a playful pup. Twizzler is up to date on her vaccines, microchipped and heartworm negative.



[claycountygov.com/adopt](http://claycountygov.com/adopt)



# Maisey

**ANIMAL ID:** CLAY-A-5196

**SEX:** Spayed Female

**BREED:** Husky Mix, 6 Years Old, 73 lbs

**LOCATION:** CCACC Main Shelter in Green Cove Springs

**ABOUT:** Where are our foofy dog lovers!? Maisey is the sweetest girl that loves everyone she meets, including other dogs. If you are looking to add this beautiful girl to your home please come down to the shelter so we can introduce you. Maisey is up to date on her vaccines, microchipped and heartworm negative.



[claycountygov.com/adopt](https://claycountygov.com/adopt)



# Opal

**ANIMAL ID:** CLAY-A-4545

**SEX:** Spayed Female

**BREED:** Domestic Short Hair, 1 Years Old

**LOCATION:** CCACC Main Shelter in Green Cove Springs

**ABOUT:** Opal is a lovely lady that just wants a calm, quiet home to rest her head. Now that her kittens found their forever homes, it is her turn. She loves lounging around, but she also enjoys some snuggle time with her human. Opal is up to date on her vaccines and microchipped.



[claycountygov.com/adopt](https://claycountygov.com/adopt)



# O'Mally

**ANIMAL ID:** CLAY-A-5225

**SEX:** Neutered Male

**BREED:** Domestic short Hair, 6 Years Old

**LOCATION:** CCACC Main Shelter in Green Cove Springs

**ABOUT:** O'Mally is the sweetest boy and he is ready to make your acquaintance. He struts around like the distinguished gentlemen that he is, and he is ready to check out his new home. O'Mally meets no strangers and is ready to nose boop anyone willing. O'Mally is up to date on his vaccines and microchipped.



[claycountygov.com/adopt](http://claycountygov.com/adopt)



**KITTEN SEASON HAS OFFICIALLY STARTED (EARLY)**

Join our “Kitten Crew”

We need fosters, if interested please contact

**[clayfosters@claycountygov.com](mailto:clayfosters@claycountygov.com)**

**[claycountygov.com/adopt](http://claycountygov.com/adopt)**



If you are interested in helping our furry friends but can't bring one home, please take a look at our Amazon wish list. We are always in need of items for our foster kittens and our shelter animals.

[Amazon.com](https://www.amazon.com)

[claycountygov.com/adopt](https://claycountygov.com/adopt)

**Attachment**  
**“B”**  
**ZON-0223-00008**



# BOARD OF COUNTY COMMISSIONERS

ZON 0223-00008

Public Hearing

May 23, 2023



# APPLICATION INFORMATION

Applicant: Your Cream Properties  
Agent: Troy Carter  
Request: Zoning change of 0.64 acres from (BB-2) Community Business to (BB-3) Specialty Business  
Location: 1747 Verdad Street  
Planning Dist. Green Cove Spring  
Comm. Dist. 1 Commissioner Burke  
  
PC Hearing May 2, 2023. Vote 4-0 to recommend approval

## BACKGROUND

The parcel is designated Commercial on the FLUM

Located within the Green Cove North commercial development area.

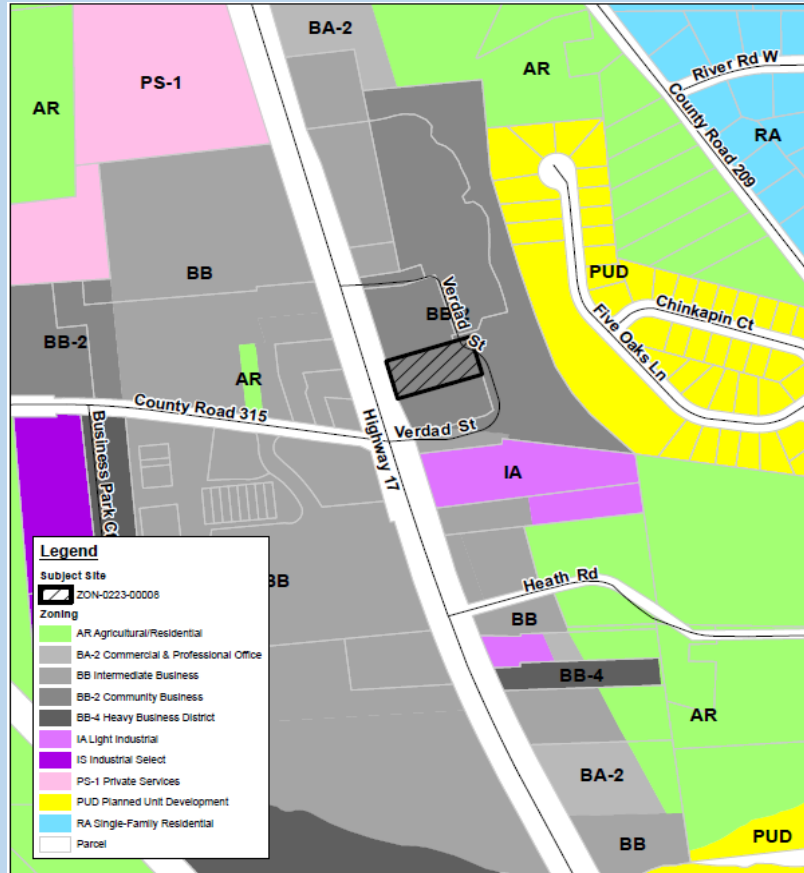
The properties immediately north, east and south of the property are zoned BB-2 (w/in Green Cove Springs North commercial area.

West across US. Hwy. 17 are commercially zoned properties

Utilities for Green Cove Springs.

Facilitate the development of a quick lube service station which the existing BB-2 zoning will not allow

# ZONING & AERIAL



Rezoning: ZON-0223-00008  
from BB-2 to BB-3



Rezoning: ZON-0223-00008  
from BB-2 to BB-3

# FINDINGS and RECOMMENDATION

The applicant is requesting a change in zoning from BB-2 to BB-3 for 0.64 acres.

Staff has reviewed the application and determined that the request is compatible with the surrounding area.

The requested BB-3 zoning is allowed in Commercial future land use designation.

Staff recommends approval of application ZON 0223-00008.

# QUESTIONS

**Attachment**  
**“C”**  
**COMP-0323-00002**  
**PUD/PCN-0323-00003**



# BOARD OF COUNTY COMMISSIONERS

COMP 0323-00002

PCN 0323-00003

Public Hearing

May 23, 2023

# APPLICATION INFORMATION

Applicants: Charles R. Taylor  
BFMS, LLC.

Agent: Frank Miller & Rick Wood

Request: Small-scale land use amendment from (RR) Rural Residential to (COM) Commercial  
Zoning map amendment from (AR) Agricultural/Residential to (PCD) Planned Commercial Development

Planning Dist. Green Cove Springs  
Comm. Dist. 5 Commissioner Burke

PC Hearing May 2, 2023. Voted 4-0 recommend approval of COMP0323-00002 & Voted 2-2 on PCD0323-00003



## BACKGROUND

Two adjacent parcels totaling 7.5(+/-) acres.

Parcels have approx. 450 frontage on C.R. 315

C.R. 315 is process of being widened under the bonded transportation program renamed Cathedral Oaks Parkway

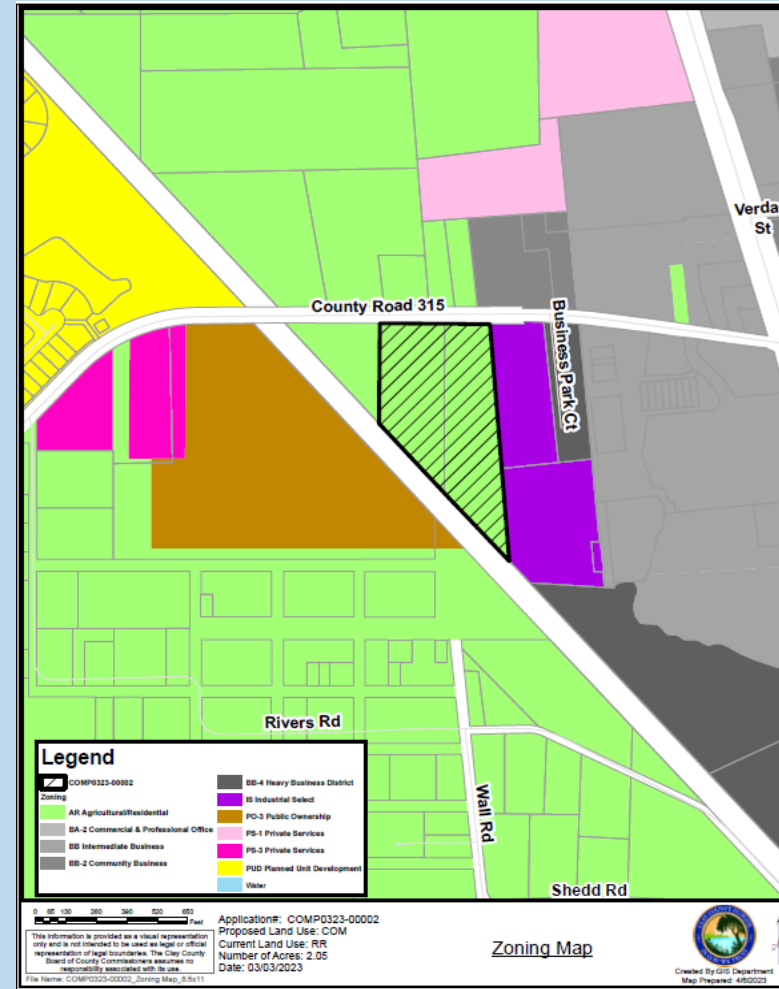
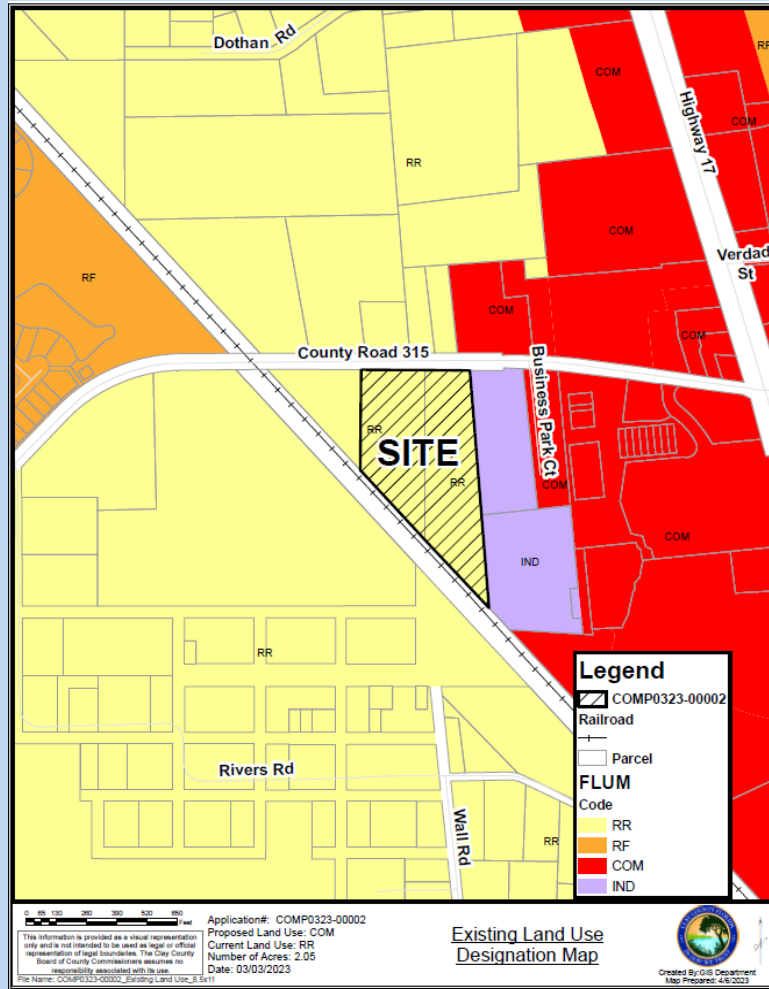
East of parcels is property zoned for industrial uses.

The parcels are bordered by CSX rail line to the west and south.

West of the parcels, fronting CR 315 there will remain an parcel zoned AR which has an existing residential dwelling.

The stated intent of the proposed land use amendment and companion zoning change is to facilitate development of commercial/flex-space warehouse project.

# LAND USE & ZONING



# Analysis

Max. intensity of 40% FAR = 130,680 sf. commercial & flex warehouse space

Trip generation: Ind. Park (ITE 130) = 111 PM Peak Hour trips

Central water & sewer from Green Cove Springs has available capacity.

Solid waste from Clay County has available capacity

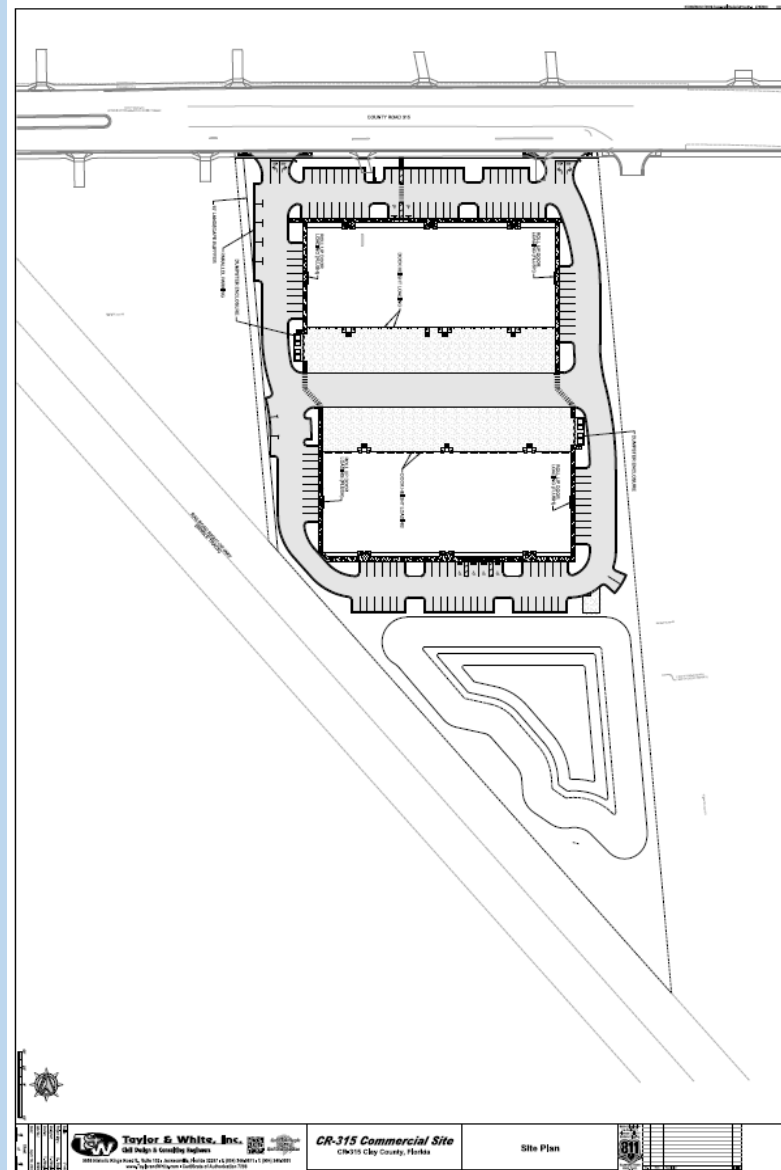
Schools no impact

No impact to regional significant habitats

Parcels are not located in the Noise Land Use Impact Area associated with Camp Blanding

# Conceptual Site Plan

Meeting Date: 04/30/2024 Item #7.



# Written Statement Amendment

Changes based on comments at PC hearing

In section 9 e) the max. height of the building was reduced from 40 feet to 35 feet;

In section 9 m) the max. height of the sign from 40 feet to 30 feet;

In the introductory paragraph of section 9, add the statement that; **The number of buildings shown on the Site Plan is descriptive and may be modified by the Applicant subject to the terms of this PCD**

In section 9 n) we added that the lighting plan would include down lighting. Applicant shall submit a lighting plan prior to commencement of development indicating the location, intensity, **down lighting** and method of shielding lighting from adjacent properties and CR 315.

# FINDINGS and RECOMMENDATION

The applicant is requesting a change in land use from RR to COM and a change in zoning from AR to PCD for 7.5(+/-) acres.

Adequate utilities provided by Green Cove Springs

Direct access to C.R. 315 which is being widened by the County.

Logical extension of the existing industrial and commercial development to the east and bordered on the west and south by CSX rail line.

Staff has reviewed the application and determined that the request is compatible with the surrounding area.

The requested PCD zoning is allowed in the proposed COM future land use designation.

Staff recommend approval of COMP 0323-00002 to amend FLUM of 7.5 acres from RR to COM

Staff recommends approval of ZON-0323-00003 to amend zoning map of 7.5 acres from AR to PCD contingent on approval of the land use change COMP 0323-00002 and with the adoption of the amendments to the PCD Written Statement (number of building and down lighting) as described previously.

# QUESTIONS



<b>Vendor: Musco Sports Lighting, LLC.</b>  <b>FEIN: 42-1511754</b>	<b>Does Vendor appear on the following:</b>	
	<b>YES</b>	<b>NO</b>
<a href="#">Florida Convicted Vendor List</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<a href="#">Florida Suspended Vendor List</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<a href="#">Scrutinized Companies</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<a href="#">Broward County Debarred List</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<a href="#">State of Florida Corporations (Sun Biz)</a>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<a href="#">E-Verify</a>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Verified by: Purchasing</b>	<b>Date: Friday, February 09, 2024</b>	



[Home](#) / [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.*

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## 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	<a href="#">Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance</a> [  575.8 kB ]
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	<a href="#">Notice of Default - Club Tex, Inc.</a> [  111.8 kB ]
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	<a href="#">Notice of Default - Correctional Consultants, LLC</a> [  85.9 kB ]
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	<a href="#">Notice of Default - iColor Printing and Mailing, Inc.</a> [  320.2 kB ]
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	<a href="#">Notice of Default - Visual Image Design Firm, LLC</a> [  1.8 MB ]

Updated 12/10/19

COSL Finance (BVI) Limited	Iran	China	September 24, 2013	Yes
COSL Singapore Capital Ltd	Iran	Singapore	December 4, 2018	Yes
Daqing Huake Group Co Ltd	Sudan	China	March 25, 2008	Yes
Egypt Kuwait Holding Co. SAE	Sudan	Kuwait	January 13, 2009	Yes
Engen Botswana	Sudan & Iran	Botswana	March 24, 2015	Yes

December 19, 2023  
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Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
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

**Table 9: Scrutinized Companies that Boycott Israel***New companies on the list are shaded and in bold.*

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification	Full Divestment
Betsah Invest SA	Luxembourg	August 2, 2016	Yes
Betsah SA	Luxembourg	August 2, 2016	Yes
Cactus SA	Luxembourg	August 2, 2016	Yes
Co-operative Group Limited	United Kingdom	September 26, 2017	Yes
Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd	Turkey	August 2, 2016	Yes
Morningstar, Inc (Sustainalytics)	United States	October 25, 2023	Prior to 10/25/24 if not resolved
Unilever PLC (Ben & Jerry's parent company)	United Kingdom	July 29, 2021	Prior to 10/25/24
Hindustan Unilever Ltd	India	July 29, 2021	Yes
PT Unilever Indonesia Tbk	Indonesia	July 29, 2021	Yes
Unilever Bangladesh Ltd	Bangladesh	July 29, 2021	Yes
Unilever Capital Corp (Unilever PLC bond issuance)	United States	July 29, 2021	Prior to 10/25/24
Unilever Caribbean Ltd	Trinidad and Tobago	July 29, 2021	Yes
Unilever Consumer Care Ltd	Bangladesh	July 29, 2021	Yes
Unilever Côte d'Ivoire	Ivory Coast	July 29, 2021	Yes
Unilever Finance Netherlands BV	Netherlands	July 29, 2021	Yes

December 19, 2023  
Page 2

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification	Full Divestment
(Unilever PLC bond issuance)			
Unilever Ghana Ltd	Ghana	July 29, 2021	Yes
Unilever Nigeria Plc	Nigeria	July 29, 2021	Yes
Unilever Pakistan Foods Ltd	Pakistan	July 29, 2021	Yes
<b># of Companies that Boycott Israel</b>	18		

No companies were removed from the **Scrutinized Companies that Boycott Israel List** during the quarter.

## 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	<a href="#">Rust Wizard Inc.</a>	03/24/17
Agra-Cycle Corporation	11/06/01	Glo & Go Inc.	04/01/93	<a href="#">S H Marketing, Inc.</a>	08/17/20
<a href="#">All County Plumbing Contractors, Inc.</a>	07/08/20	Global Transmissions	09/10/92	S.T. Wicole Const. Corp.	05/06/91
<a href="#">All County Plumbing, Inc.</a>	08/17/20	Globe Electric Company, Inc.	12/10/03	Saber Sales, Inc.	11/08/88
<a href="#">Alpha Construction Svcs &amp; Consulting Svcs</a>	08/11/20	Graphic Productions Co.	02/27/90	<a href="#">Saints-Enterprises II, LLC</a>	12/15/20
Ammunition Reloaders	05/22/92	HDC Advertising, Inc.	05/06/03	<a href="#">Samantha L List, P.A.</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	<a href="#">Infinite Distributors LLC</a>	09/30/20	Sheerson Construction, Inc.	05/17/00
Bob's Towing	06/09/04	<a href="#">Intercoastal Marketing, LLC</a>	12/15/20	<a href="#">Shiv Lingam Kirtan Mandali Inc.</a>	08/06/20
BRC Construction Company, Inc.	12/14/05	<a href="#">J M List Services, LLC</a>	08/11/20	<a href="#">SLL Consulting LLC</a>	08/11/20
<a href="#">Broward Plumbing Specialists, Inc.</a>	08/17/20	<a href="#">JIM List Services, LLC</a>	08/11/20	<a href="#">Southeast Underground Utilities Corp.</a>	12/12/17
Caribbean Air Surveys, Inc.	03/01/91	<a href="#">JM List, Incorporated</a>	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	<a href="#">Lawn Wizard USA, Inc.</a>	09/29/15	Statewide Transportation & Recovery Services	11/02/00
Coastal Carting Ltd.	03/16/96	<a href="#">Lawn Wizard USA, LLC</a>	03/24/17	Termark Security Systems	06/03/99
<a href="#">Coastal Industries USA, LLC</a> (d/b/a Rust Wizard)	03/24/17	Mancini Builders	01/04/94	The Parts Connection	06/30/92
Coastal Utilities, Inc.	03/05/99	Marquee Enterprises, Inc.	06/08/07	<a href="#">Toilet Taxi Corp.</a>	07/07/15
Compass Corp.	06/29/04	Marsten/THG Modular Leasing	12/13/95	Total Connection	04/30/92
Control Press	06/29/04	Major Computer, Inc.	10/28/91	Toussaint Landscaping	11/04/92
Cordes Door Co., Inc.	09/01/96	Med Sure Associates	05/05/97	Transglobal Marketing	12/28/92
Cox & Palmer Const. Corp.	03/14/89	Moody Maintenance Products	04/06/06	<a href="#">Tropical Growers USA, Inc.</a>	03/24/17
Custom Design To A Tee	05/15/96	Nighthawk International Corp.	10/25/96	Truck City Body Corp.	12/01/96
<a href="#">Degen's Lawn &amp; Garden Inc.</a>	11/04/11	<a href="#">OJS Systems, Inc.</a>	12/22/14	Urban Organization, Inc.	03/05/99
<a href="#">Digital Comm Inc.</a>	05/16/11	Omega Group, Inc.	10/30/97	<a href="#">Vees Supply, LLC</a>	08/17/20
Dixie Lock & Supply Inc.	02/17/92	<a href="#">Precision Detailing dba J M List Services</a>	08/11/20	<a href="#">Venturi Supplies, Inc.</a>	08/17/20
<a href="#">Eastern Elevator Service, Inc.</a>	02/13/19	Protective Service Int'l	03/01/91	<a href="#">VIMAC USA, Inc.</a>	05/31/17
Federal Fence Co., Inc.	11/12/90	Public Safety Systems	03/04/91	<a href="#">Viravar, LLC</a>	08/17/20
		Puskadi Ltd.	11/07/90	Weiser Security Services	12/09/93
		Quality Loan Service	03/07/91	Wildcat Wrecking Corp.	09/10/92

Rahming Funeral Home	09/01/92	Woodcraft Custom Homes	06/06/88
<a href="#">RC Aluminum Industries Inc.</a>	06/20/14	<a href="#">Z &amp; Z, Inc.</a>	08/11/20

<u>Employer</u>	<u>Doing Business As</u>	<u>Account Status</u>	<u>Date Enrolled</u>	<u>Date Terminated</u>	<u>Workforce Size</u>	<u>Number of Hiring Sites</u>	<u>Hiring Site Locations (by state)</u>
Musco Sports Lighting, LLC		Terminated	01/15/2009	02/26/2009	1,000 to 2,499	2	IA
Musco Sports Lighting, LLC		Open	02/27/2009		500 to 999	2	IA
Musco Sports Lighting, LLC		Open	10/02/2020		1,000 to 2,499	2	IA

**2024 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# M0100000298

Entity Name: MUSCO SPORTS LIGHTING, LLC

**Current Principal Place of Business:**

100 1ST AVENUE WEST  
OSKALOOSA, IA 52577

**Current Mailing Address:**

100 1ST AVENUE WEST  
OSKALOOSA, IA 52577

FEI Number: 42-1511754

Certificate of Status Desired: No

**Name and Address of Current Registered Agent:**

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301-2525 US

**FILED**  
**Feb 05, 2024**  
**Secretary of State**  
**2193370241CC**

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

**Authorized Person(s) Detail :**

<b>Title</b>	VP	<b>Title</b>	PRESIDENT
<b>Name</b>	CROOKHAM, JOE P	<b>Name</b>	ROGERS, JEFFREY A
<b>Address</b>	100 1ST AVENUE WEST	<b>Address</b>	100 1ST AVENUE WEST
<b>City-State-Zip:</b>	OSKALOOSA IA 52577	<b>City-State-Zip:</b>	OSKALOOSA IA 52577
<b>Title</b>	VP	<b>Title</b>	TREASURER
<b>Name</b>	GORDIN, MYRON K	<b>Name</b>	HYLAND, CHRISTOPHER K
<b>Address</b>	100 1ST AVENUE WEST	<b>Address</b>	100 1ST AVENUE WEST
<b>City-State-Zip:</b>	OSKALOOSA IA 52577	<b>City-State-Zip:</b>	OSKALOOSA IA 52577
<b>Title</b>	SECRETARY	<b>Title</b>	VP
<b>Name</b>	HANSEN, JAMES M	<b>Name</b>	HERR, SHELLY L
<b>Address</b>	100 1ST AVENUE WEST	<b>Address</b>	100 1ST AVENUE WEST
<b>City-State-Zip:</b>	OSKALOOSA IA 52577	<b>City-State-Zip:</b>	OSKALOOSA IA 52577

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 a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JAMES M. HANSEN

SECRETARY

02/05/2024

Electronic Signature of Signing Authorized Person(s) Detail

Date



LAND AND WATER CONSERVATION FUND PROGRAM  
GRANT APPLICATION PACKAGE

Project Name: Suellen H Fardelman Sports Complex

Grantee Name: City of Cooper City

The project reimbursement is limited to one (1) invoice upon completion of all Project Elements listed below and submittal of all Deliverables and required documentation identified in the table below. Completion Documentation required prior to Reimbursement Request.

**Project Tasks, Deliverables and Required Documentation**

Task #1: Development of: <u>Sports</u> <u>Complex</u>	Amount of Costs to be Paid with Grant Funds	Amount of Costs to be Paid with Grantee Match	Deliverables and Documentation to Be Submitted Upon Completion and Before Reimbursement Can Be Approved
<u>(List each Primary facilities)</u>	Provide Budget Detail	Provide Budget Detail	
Baseball Field (REN)	\$59,000	\$59,000	Project Completion Certification
Playground (NEW)	\$72,000	\$72,000	Final as-built site plan
Basketball Court (REN) (including lighting, surfacing )	\$43,000	\$43,000	Florida Recreation and Parks Inventory Form
Volleyball Courts (REN) (including lighting)	\$14,000	\$14,000	Color Photographs of Project
Pickleball Courts (REN) (including lighting)	\$14,000	\$14,000	Notice of Limitation of Use
			Boundary Survey





Florida Department of Environmental Protection

LAND AND WATER CONSERVATION FUND PROGRAM  
GRANT APPLICATION PACKAGE

<p><u>(List each Support facilities)</u> *All work will be completed in accordance with the approved plans.</p>			
Security Lighting (NEW)	\$24,500	\$24,500	
Restrooms (REN)	\$8,000	\$8,000	
Design/Engineer/Permit	\$12,000	\$12,000	
<p><i>J = [Signature] 1/11/22</i></p>			
<b>TOTALS:</b>	<b>\$246,500</b>	<b>\$246,500</b>	

**Performance Standard:** Approval of deliverables is based upon review for compliance with the requirements for funding under the Land and Water Conservation Fund Program (LWCF); approved plans and application approved for funding.

**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Standard Grant Agreement**

Meeting Date: 04/30/2024 Item #7.

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Suellen Fardelmann Sports Complex Agreement Number: LW751

2. Parties State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: Cooper City Entity Type: a local government  
 Grantee Address: 9070 SW 51st Street, Cooper City, Florida 33328-2402 FEID: 59-6032417 (Grantee)

3. Agreement Begin Date: Upon execution Date of Expiration: April 30, 2025

4. Project Number: LW751 Project Location(s): 10300 Stirling Road, Cooper City (Broward County), Florida 33328-6526  
*(If different from Agreement Number)*

Project Description: Cooper City will renovate and update the Suellen Fardelmann Sports Complex by renovating a baseball field; renovating a basketball court, court lighting and surfacing; volleyball courts and lighting; pickleball courts and lighting; and restrooms. The City will also be installing an ADA-accessible playground and security lighting, and procuring design, engineering, and permitting for the improvements.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$246,500.00</b>	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	<b>Line Item No. 1692A, GAA, FY2021-2022</b>	<b>\$246,500.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input checked="" type="checkbox"/> Grantee Match		<b>\$246,500.00</b>
Total Amount of Funding + Grantee Match, if any:			<b>\$493,000.00</b>

6. Department's Grant Manager Name: <u>Angela Bright</u> or successor Address: <u>3900 Commonwealth Blvd.</u> <u>MS# 585</u> <u>Tallahassee, FL 32399</u> Phone: <u>850-245-2501</u> Email: <u>angie.bright@floridadep.gov</u>	Grantee's Grant Manager Name: <u>Tim Fleming, Public Works Field Ops Spvr</u> or successor Address: <u>9070 SW 51st Street</u> <u>Cooper City, Florida 33328-2402</u> Phone: <u>(954) 434-2300</u> Email: <u>Tfleming@coopercityfl.org</u>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- Attachment 2: Special Terms and Conditions
- Attachment 3: Grant Work Plan
- Attachment 4: Public Records Requirements
- Attachment 5: Special Audit Requirements
- Attachment 6: Program-Specific Requirements
- Attachment 7: LW751 Grant Award Terms (Federal) \*Copy available at <https://facts.fldfs.com>, in accordance with §215.985, F.S.
- Attachment 8: Federal Regulations and Terms (Federal)
- Additional Attachments (if necessary):
- Exhibit A: Progress Report Form
- Exhibit B: Property Reporting Form
- Exhibit C: Payment Request Summary Form
- Exhibit D: Quality Assurance Requirements for Grants
- Exhibit E: Advance Payment Terms and Interest Earned Memo
- Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 Meeting Date: 04/30/2024 Item #7.

Federal Award Identification Number(s) (FAIN):	<b>P22AP00386 (12-00751)</b>
Federal Award Date to Department:	<b>5/1/22</b>
Total Federal Funds Obligated by this Agreement:	<b>\$246,500.00</b>
Federal Awarding Agency:	<b>National Park Service</b>
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A


**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.**

**Cooper City**

**GRANTEE**

Grantee Name

By **Tim Fleming**

 Digitally signed by Tim Fleming  
Date: 2022.07.27 07:44:54 -04'00'

**7/27/2022**

*(Authorized Signature)*

Date Signed


**Tim Fleming / Operation Supervisor**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By **Callie DeHaven**

 Digitally signed by Callie DeHaven  
Date: 2022.07.27 16:21:38 -04'00'

Secretary or Designee

Date Signed

**Callie DeHaven, Director, Division of State Lands**

Print Name and Title of Person Signing

Additional signatures attached on separate page.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### 4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### 5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### 6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### 7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## 8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:  
[www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

## 9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### 10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### 11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### 12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

#### 13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other



obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department’s liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department’s right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department’s right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

**27. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

### **28. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

### **29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

### **30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

## **Attachment 1**

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

### **31. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

### **32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

### **33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

### **34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

### **35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

### **36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

### **37. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**38. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. LW751

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. **Scope of Work.**

The Project funded under this Agreement is Suellen Fardelmann Sports Complex in Cooper City, Florida. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. **Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on or after May 1, 2022, through the Project Completion Date.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. **Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final deliverable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. **Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. **Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

6. **Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

7. **Match Requirements**

This Agreement requires at least a fifty percent (50%) non-federal match from the Grantee towards the work funded under this Agreement. Therefore, the Grantee is responsible for providing **\$246,500.00** towards the Project funded under this Agreement. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee.



All required matching funds shall meet the federal requirements established in 2 CFR § 200.306 and other federal statutory requirements, as applicable. Grantee acknowledges and agrees to provide eligible match types as set forth in the LWCF Federal Financial Assistance Manual <https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>. Grantee acknowledges and agrees not to provide ineligible match sources, including real property acquired or funds obtained from any of the following sources:

- a. Florida Recreation Development Assistance Program (FRDAP), Recreation Trails Program (RTP), and LWCF;
- b. Donated value of real property acquired prior to Department approval or through Land and Water Conservation Fund; and
- c. Other state or federal grant or land acquisition programs such as: legislative special interest projects, Save Our Coast Program, Preservation 2000, Florida Forever, Conservation and Recreation Lands Program, Save Our Rivers Program, and Land Acquisition Trust Fund.

Real property donated as all, or part of the Grantee’s required match must be appraised prior to commencement of the Project. Pursuant to subsection 62D-5.071(9), F.A.C., the Grantee shall submit appraisal(s), obtained at its own expense and prepared in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions (“UASFLA”). The appraisal must establish the fair market value of the Project site. Property appraised at \$500,000 or less requires one (1) appraisal. Property exceeding \$500,000 in appraised value requires a second appraisal. The appraisal(s) shall be dated no earlier than six (6) months prior to the closing date of the LWCF application submission period. The appraisal must be prepared by an appraiser on the list of approved appraisers maintained by the Department’s Division of State Lands under the provisions of Sections 253.025(6)(b), 259.041(7)(c), F.S., and Rule 18-1.007, F.A.C. Property value is based on the purchase price or appraised value, whichever is lower; if two (2) appraisals are required, the property value is lowest of the two appraisals or the purchase price. Appraisal costs shall not be reimbursed under the terms and conditions of this Agreement. If the negotiated purchase price or approved appraised value is greater than the annual appropriation by USDOJ, NPS and the Florida Legislature, the Grantee must pay the additional cost.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Comprehensive General Liability Insurance.  
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.
- b. Commercial Automobile Insurance.  
If the Grantee’s duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:  

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers’ Compensation.  
The Grantee shall comply with the workers’ compensation requirements of Chapter 440, F.S.
- d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Additional Terms.**

None.

**ATTACHMENT 3  
GRANT WORK PLAN  
LAND AND WATER CONSERVATION FUND PROGRAM (LWCF)**

Project Name: Suellen Fardelmann Sports Complex

Grantee Name: Cooper City

LWCF Project #: 12-00751 / DEP Contract & Project #: LW751

**SUMMARY:** The Grantee shall complete the Project Element(s), which were approved by the Department through the LWCF Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee’s application and listed in the Grant Work Plan is considered a significant change, and must be pre-approved by the Department and NPS, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the LWCF Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a “Notice to Commence” to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms “Project Element” and “Project Task” are used interchangeably to mean an identified facility within the Project.

The Project is located at 10300 Stirling Road, Cooper City (Broward County), Florida 33328-6526 and is considered a “Development Project” pursuant to subsection 62D-5.070(5)(b), F.A.C.

**Project Completion:** The Project Completion Date for this Agreement is **December 31, 2024**.

**Budget:** Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. Required match for development projects will be provided by cash, in-kind services, or donated real property, as set forth in subparagraph 62D-5.070(6)(b)1., F.A.C. Required match for acquisition projects will be provided by cash or real property donated, as set forth in subparagraph 62D-5.070(6)(b)2., F.A.C. The total estimated Project cost provided below is based on the approved LWCF Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the “Notice to Commence.” All final Project Costs shall be submitted to the Department with the payment request.

<b>Maximum Grant Award Amount:</b>	\$246500.00
<b>Required Grantee Match Amount:</b>	\$246,500.00
<b>Total Estimated Project Cost:</b>	\$493,000.00
<b>Match Ratio:</b>	50%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
<b>TASK 1</b> <b>1.A.</b> Development of Commencement Documentation Checklist (DRP-122) <sup>1</sup> .	<b>DELIVERABLE 1</b> The Department will issue “Notice to Commence” upon receipt and approval of: <b>1.A.</b> All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-122) <b>1.B.</b> A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	180 calendar days after Execution of Agreement <sup>2</sup>	The Department shall terminate the Project Agreement if the required Deliverables are not submitted approved by the Department.
<b>1.B.</b> A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project		

Meeting Date: 04/30/2024 Item #7.

<p><b>TASK 2</b></p> <p><b>2.A.</b> Development of Primary and Support Project Elements, which includes: <b>Cooper City will renovate and update the Suellen Fardelmann Sports Complex by renovating a baseball field; renovating a basketball court, court lighting and surfacing; volleyball courts and lighting; pickleball courts and lighting; and restrooms. The City will also be installing an ADA-accessible playground and security lighting, and procuring design, engineering, and permitting for the improvements.</b></p> <p><b>2.B.</b> Development of Completion of Documentation Checklist (DRP-125).</p> <p><b>2.C.</b> Completion of Final Status Report (DRP-109).</p>	<p>inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p> <p><b>The Grantee may not proceed with development of the Project until Notice to Commence has been issued.</b></p> <p><b>DELIVERABLE 2</b></p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p><b>2.A.</b> Development of required Project Elements.</p> <p><b>2.B.</b> All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-125)</p> <p><b>2.C.</b> Final Status Report (DRP-109).</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.</p>	<p><b>Due December 31, 2024</b>, which shall also be the Project Completion Date<sup>3</sup></p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.</p>
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Meeting Date: 04/30/2024 Item #7.

**Project Task Performance Standard:** The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under LWCF; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

**Payment Request Schedule:** Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

**Endnotes:**

1. LWCF documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/land-and-water-conservation-fund-program> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Rule 62D-5.073, F.A.C.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

Meeting Date: 04/30/2024 Item #7.

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

**PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

**PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse’s Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General’s Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General’s website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

**Attachment 5**



5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
<b>Program A</b>	U.S. Department of Interior, National Park Service	15.916	Outdoor Recreation, Acquisition, Development and Planning – Land and Water Conservation Fund Grants	\$ 246,500.00	14001
<b>Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)
	Etc.
	Etc.
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)
	Etc.
	Etc.

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
<b>Federal Program A</b>					
<b>Federal Program B</b>					

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
<b>State Program A</b>						
<b>State Program B</b>						

Total Award \$ 246,500.00

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state\_project\_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.  
<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM SPECIFIC REQUIREMENTS**

**LAND AND WATER CONSERVATION FUND PROGRAM**

**ATTACHMENT 6**

**1. Project Submittal Forms.**

Grantees can find the Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement at <https://floridadep.gov/lands/land-and-recreation-grants/content/lwcf-assistance>, or by contacting the Department's Grant Manager.

**2. Notice to Commence.**

Prior to starting the Project, the Grantee will provide to the Department all documentation listed on the Commencement Documentation Checklist, DRP-122. Once the commencement documentation is approved, the Department will issue a written "Notice to Commence" to the Grantee. **The Grantee MAY NOT proceed until the Department issues a "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to reimburse Grantee for fees, costs, or general expenses of any kind.

Grantees are required to provide the Department with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the Department. The applicant must submit an Application & revision form in order to assist the Department and the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected.

**3. Site Plans.**

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. Grantees should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **A Grantee may alter a conceptual site plan only after written approval by the Department and National Park Service (NPS).** All utility lines installed within the Project site must be placed underground.

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department.

**4. The following supplements paragraph 2.d., Attachment 1, Standard Terms and Conditions:**

The Department may, and in certain circumstances the NPS must, approve any changes to this Agreement. The Grantee may submit a request for an amendment to the Department's Grant Manager, who will determine whether the request requires NPS approval. This Agreement may be amended to provide for additional services if additional funding is made available by USDOJ, NPS, and the Florida Legislature.

**5. The following paragraphs is added to paragraph 2, Attachment 1, Standard Terms and Conditions:**

- f. The costs must meet all requirements and financial reporting of the LWCF Program and rules and regulations applicable to expenditures of federal and state funds. These rules and regulations are hereby adopted and incorporated by reference.
- g. This Agreement is not transferable.

**6. The following replaces paragraph 8.d, Attachment 1, Standard Terms and Conditions:**

**d. Reimbursement for Costs.**

Project costs will be reimbursed as provided in paragraph 62D-5.073(2)(a), F.A.C., the LWCF Manual, and in the Project Agreement. Project costs must be incurred between the effective date of this Agreement and the Project Completion Date. The Grantee will be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of all deliverables identified in the Grant Work Plan.

**Attachment 6**

1 of 4

Reimbursement must be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all LWCF requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. If the total cost of the Project exceeds the grant amount and the required match, the Grantee must pay the excess cost. The Grantee must submit all project completion and reimbursement documentation to the Department within 60 days of the project completion date to ensure timely authorization of payment by NPS.

7. The following paragraph is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. **Cost Limits.** Pursuant to paragraph 62D-5.073(2)(b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that they do not exceed fifteen percent (15%) of the total Project cost.
8. The following replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
  - h. **Annual Appropriation Contingency.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature and the availability of funding and grants from the USDOJ and NPS. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if USDOJ, NPS, and/or the Florida Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of LWCF Program Funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
 

**Status Reports.**

  - a. The Grantee must utilize Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, and to schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
  - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).

#### 10. Site Dedication.

The interest in land developed or acquired by the Grantee with LWCF Program Funds shall be subject to the site dedication requirements set forth in Chapter 62D-5, F.A.C. and of the LWCF Act, as codified in 36 CFR § 59.3. Pursuant to the LWCF Act and general requirements of the LWCF Program, land owned by the Grantee that is developed or acquired with LWCF Program Funds shall be dedicated in perpetuity as an outdoor recreation site for the use and benefit of the public. Land that is leased from the federal government or another public agency by Grantee must include safeguards to ensure the perpetual use requirement contained in the LWCF Act. Safeguards include such things as joint sponsorship of the Project or an agreement between the Parties that the lessor will assume compliance responsibility for the Project site in the event of default by the lessee (Grantee) or termination or expiration of the lease. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the public of the State of Florida. These dedications must be recorded in the county's public property records by the Grantee in accordance with subsection 62D-5.074(1), F.A.C.

#### 11. Management of Project Sites.

- a. **Site Inspections.** Department staff will periodically inspect LWCF Projects to ensure compliance with subsections 62D-5.074(1)-(3), F.A.C., and section 675.9 of the LWCF manual. Grantees must ensure by site inspections that the property acquired or developed through the LWCF is being operated and maintained for outdoor recreation purposes.

- b. Management. All projects must be open at reasonable times and be managed in a safe and attractive manner appropriate for public use. Facilities must be kept in reasonable repair for a minimum of 25 years from the date set forth on the project completion certificate to prevent undue deterioration.
- c. Non-Compliance. Before a project is closed, the Department and the NPS have the right to terminate a project agreement and demand return of the program funds for non-compliance by a grantee. Failure by a grantee to comply with the Agreement will result in the Department declaring the grantee ineligible for further participation in LWCF until the Grantee comes into compliance as determined by the Department under this rule and the LWCF Manual.
- d. Survival. This provision shall survive termination, cancellation, or expiration of this Agreement.

## 12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

## 13. Project Completion Certification.

Project completion means the Project is open and available for use by the public. To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-126, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement.

## 14. Signage.

Grantee must erect a permanent information sign on the Project site that credits funding, or a portion thereof, to the Florida Department of Environmental Protection and the Land and Water Conservation Fund Program. Use of the LWCF Logo on the permanent Project signs is required. Grantee is encouraged to position signage acknowledging LWCF assistance at entrances to outdoor recreation sites, at other appropriate on-site locations, and in folders and park literature. The acknowledgement of LWCF assistance will be checked during compliance inspections. The sign must be installed on the Project site and approved by the Department before the final Project reimbursement request is processed. The required LWCF Logo, LWCF Terms of Use, and sample sign are available online: <https://floridadep.gov/lands/land-and-recreation-grants/content/land-and-water-conservation-fund-program>. This provision shall survive termination, cancellation, or expiration of this Agreement.

## 15. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the LWCF program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in LWCF until the Grantee is in compliance pursuant to subsection 62D-5.074(4), F.A.C. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws. This provision shall survive termination, cancellation, or expiration of this Agreement.

## 16. Conversion.

This Project site acquired and/or developed with LWCF assistance must be retained and used for public outdoor recreation. This Project site so acquired and/or developed may not be wholly or partly converted to other than public outdoor recreation uses without the written approval of the NPS pursuant to the conversion provisions of Section 6(f)(3) of the LWCF Act, 36 CFR Part 59, the LWCF Manual, and all other applicable regulations. All conversion provisions and guidelines apply to each area or facility for which LWCF assistance is obtained, regardless of the extent of participation of the Project in the assisted area or facility and consistent with the contractual agreement between USDOJ, NPS, and the State of Florida.

Should Grantee convert all or part of the Project site to other than public outdoor recreational uses, the Grantee is required to replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable or greater value, scope, and quality pursuant to LWCF mandates. All conversions require amendments to the original Project agreement (36 CFR § 59.3(c)). Therefore, amendment requests should be submitted concurrently with conversion requests. Project boundary maps must be submitted with the amendment request to identify the changes to the original area caused by the proposed conversion and to establish a new Project area pursuant to the substitution. Once conversion has been approved, replacement property should be immediately acquired. When it is not possible for replacement property to be acquired immediately, an express commitment to satisfy Section 6(f)(3) substitution requirements with a specified period, normally not to exceed one (1) year following conversion approval,

is required. This commitment will be in the form of an amendment to the original Agreement. This provision shall survive termination, cancellation, or expiration of this Agreement.

## ATTACHMENT 8 Contract Provisions for DOI-Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

### **2 CFR PART 200 APPENDIX 2 REQUIREMENTS**

#### **1. Administrative, Contractual, and Legal Remedies**

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate this Contract.
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

#### **2. Termination for Cause and Convenience**

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

#### **3. Equal Opportunity Clause**

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient 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:
  - a. 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. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient 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 the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient 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.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction 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.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and 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. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

#### 4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must 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 pay wages not less than once a week. The Recipient must 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"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

#### 5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient 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. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Agreement is in excess of \$150,000, the Recipient shall 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). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

[https://apply07.grants.gov/apply/forms/sample/SFLLL\\_1\\_2\\_P-V1.2.pdf](https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf).

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

12. Domestic Preferences for Procurement

The Recipients and subrecipients must to the greatest extent practical give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

**ADMINISTRATIVE**

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence*.

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

4. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Recipients must comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

5. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Recipients must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources.

6. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The Recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

7. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

8. Additional Lobbying Requirements

- (a) The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- (b) The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

(c) Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

**COMPLIANCE WITH ASSURANCES**

9. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

**FEDERAL REPORTING REQUIREMENTS**

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act (“FFATA”) of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov). The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

**DEPARTMENT OF INTERIOR-SPECIFIC**

10. Department of Interior (DOI) General Terms and Conditions

Recipients shall comply with DOI General Terms and Conditions available at [https://www.doi.gov/pam/programs/financial\\_assistance/TermsandConditions](https://www.doi.gov/pam/programs/financial_assistance/TermsandConditions), and incorporated by reference.

11. DOI Regulations

Recipients shall comply with the following regulations: 2 CFR 1400-1402, 43 CFR 9, 43 CFR 17, 43 CFR 18, 43 CFR 41, and 43 CFR 44.

12. Drug-Free Workplace

Recipients must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1401. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

13. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act

As applicable, Recipient shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

14. Deposit of Publications Produced under Grants

Pursuant to Departmental Manual 505 DM4 (DOI) and Service Manual FW1 (USFWS), any grant or cooperative agreement that will produce a publication (other than those listed as exceptions) must provide two copies of each publication to the Department of Interior’s Natural Resources Library. For a list of exceptions, transmittal requirements, and delivery information see Departmental Manual 505 DM 4, Deposit of Publications Produced under Grants at: <http://elips.doi.gov/ELIPS/DocView.aspx?id=1671>.

**UNITED STATES FISH & WILDLIFE SERVICE-SPECIFIC**

15. USFWS Financial Assistance Award Terms and Conditions

Recipients shall comply with the USFWS Financial Assistance Award Terms and Conditions applicable to the specific Federal Award funding source, available at <https://www.fws.gov/grants/atc.html>, and incorporated by reference.

**NATIONAL PARKS SERVICE LAND AND WATER CONSERVATION FUND STATE ASSISTANCE PROGRAM-SPECIFIC**

16. LWCF Federal Financial Assistance Manual

As applicable, Recipients shall comply with the LWCF Federal Financial Assistance Manual Effective March 11, 2021, or later, available at <https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>, and incorporated by reference.

17. Historic Preservation

As applicable, Recipients shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 *et seq.*).

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Florida Department of Environmental Protection

EXHIBIT A

Land and Water Conservation Fund Program  
Florida Recreation Development Assistance Program  
Project Status Report

Required Signatures: Adobe Signature

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Sponsor: \_\_\_\_\_

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).  
**PROVIDE PHOTOS OF WORK IN PROGRESS**

**PRIMARY FACILITIES/ELEMENTS:**

Project Elements	Work Accomplished	% Completed

Meeting Date: 04/30/2024 Item #7.

**SUPPORT FACILITIES/ELEMENTS:**

Project Elements	Work Accomplished	% Completed

**PROBLEMS ENCOUNTERED:**

**Period Covered (Check Appropriate Period):**

- January through April:
- May through August:
- September through December:
- Final Status Report

- Due May 5<sup>th</sup>
- Due September 5<sup>th</sup>
- Due January 5<sup>th</sup>
- Date from Project Completion Certification:

LIAISON: \_\_\_\_\_ Signature \_\_\_\_\_  
 P-109 (Effective 05-22-2015)

\_\_\_\_\_ Date



EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: Adobe Signature

\_\_\_\_\_

Date: \_\_\_\_\_

Grantee \_\_\_\_\_ Project Name and Number \_\_\_\_\_

Billing Period: \_\_\_\_\_ Billing #: \_\_\_\_\_

DEP Division: \_\_\_\_\_ DEP Program: \_\_\_\_\_

\_\_\_\_\_

Table with 3 columns: Category, Project Costs This Billing, Cumulative Project Costs. Rows include Contractual Services, Grantee Labor, Employee Benefits, Direct Purchases, Grantee Stock, Equipment, Land Value, Indirect Costs, and TOTAL PROJECT COSTS.

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator \_\_\_\_\_

Date \_\_\_\_\_

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer \_\_\_\_\_

Date \_\_\_\_\_





## CITY COMMISSION STAFF REPORT

**DEPARTMENT:** Finance

**DATE:** April 30, 2024

**SUBJECT:** Motion to accept the Annual Comprehensive Financial Report (ACFR) as presented to the City Commission on April 9, 2024 - **Finance**

**CITY MANAGER RECOMMENDATION:**

The City Manager requests the acceptance of the Annual Comprehensive Financial Report (ACFR) as presented to the Commission on April 9, 2024.

**BACKGROUND OF ITEM:**

At the April 9<sup>th</sup> Commission meeting, Stephen Emery from Keefe McCullough presented the Annual Comprehensive Financial Report for the City of Cooper City. For 2022, the City received a Certificate of Excellence and Financial Reporting from the GFOA. The compliance report covers the internal controls and compliance with grants and laws. The report was fully clean and did not note any noncompliance issues.

**ANALYSIS:**

The audit was conducted in accordance with the Government Auditing Standards as required.

**ATTACHMENTS:**

- 1. FY 23 Audit Report

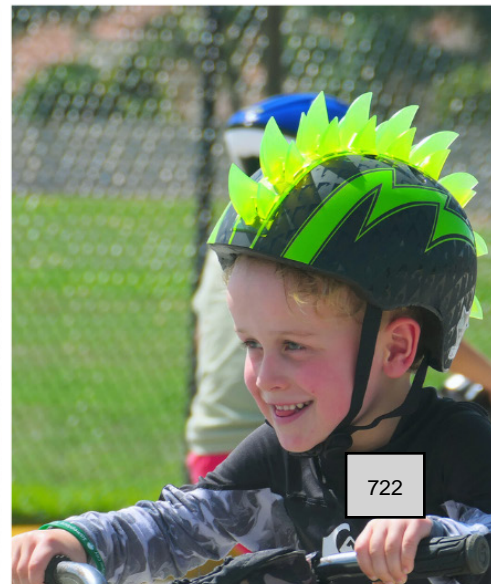
Workflow History			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*FINANCIAL IMPACT: Forward to Finance Dir...	04/17/24 12:57 PM
Williams, Irwin	Assigned to Finance Director	COMPLETE: Forward to City Attorney	04/17/24 12:57 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	04/19/24 09:27 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	04/19/24 02:34 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/19/24 03:42 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/19/24 03:43 PM



CITY OF  
**Cooper City**  
Florida

# Annual Comprehensive Financial Report

FOR THE  
YEAR ENDED  
**SEPTEMBER  
30, 2023**



**CITY OF COOPER CITY, FLORIDA**

**Annual Comprehensive  
Financial Report**  
For The Fiscal Year Ended  
September 30, 2023

Prepared by:  
Department of Finance

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# INTRODUCTION





April 4, 2024

Honorable Mayor, Commissioners, and Citizens of Cooper City, Florida:

We are pleased to present the City of Cooper City's Annual Comprehensive Financial Report for the fiscal year ended September 30, 2023. This report is hereby submitted pursuant to Section 11.45, Florida Statutes and Chapter 10.550 of the *Rules of the Auditor General* of the State of Florida. The financial statements included in the report are presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards and government auditing standards by a firm of licensed certified public accountants. Further, the City Charter requires an annual independent audit of all City accounts. Pursuant to those requirements, we hereby issue the Annual Comprehensive Financial Report of the City of Cooper City for the fiscal year ended September 30, 2023.

This report consists of management's representations concerning the finances of the City of Cooper City. Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that it has established to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of Cooper City's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City of Cooper City's comprehensive framework of internal controls has been designed to provide reasonable, rather than absolute, assurance that the financial statements will be free from material misstatements. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The City of Cooper City's financial statements have been audited by Keefe McCullough CPAs, a firm of licensed certified public accountants. The goal of the independent audit is to provide reasonable assurance that the financial statements of the City of Cooper City for the fiscal year ended September 30, 2023, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City of Cooper City's financial statements for the fiscal year ended September 30, 2023, are fairly presented in conformity with GAAP. The independent auditors' report is presented as the first component of the financial section of this report.

This year, the independent auditor also performed the federally mandated "Single Audit", since federal funds received from the Coronavirus Aid, Relief, and Economic Security Act (CARES), geared to assist our community during the height of the pandemic, exceeded the threshold amount of \$750,000 .

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@CityofCooperCity

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City of Cooper City's MD&A can be found immediately following the report of the independent auditors.

## **Profile Of The City**

The City of Cooper City, incorporated in 1959, is located in southwest Broward County, Florida in the southeast region of the state. It is a bedroom community with limited opportunity for further growth. The City of Cooper City currently occupies a land area of eight square miles and serves a population of approximately 34,401, according to the 2022 Decennial Census. The City of Cooper City is empowered to levy a property tax on both real and personal properties located within its boundaries. It also is empowered by state statute to extend its corporate limits by annexation, which occurs periodically when deemed appropriate by the City Commission.

Policy-making and legislative authority are vested in a City Commission consisting of the Mayor and four Commission members. The City Commission is responsible, among other things, for passing ordinances, adopting the budget, appointing committees, and hiring both the City Manager and City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the Commission, for overseeing the day-to-day operations of the government, and for appointing the heads of the various departments. The Commission is elected on a non-partisan basis. Commission members serve four-year staggered terms, with two commission members elected every two years. The mayor is elected at-large to serve a four-year term. The four other commission members are elected by their districts to represent a certain district within the City.

The City of Cooper City provides a full range of services, including the construction and maintenance of streets, and other infrastructure; water and sewer; stormwater; community development; parks and recreational activities and cultural events. Certain sanitation services are provided through a franchise agreement with a private company. Police, code enforcement, and fire protection and emergency services are contracted with the Broward Sheriff's Office (BSO).

## **Financial Planning**

This report includes all funds of the City in accordance with Government Accounting Standards Board (GASB) Statement No. 61 entitled "The Financial Reporting Entity: omnibus" an amendment of GASB statements. No. 14 and No. 34. This statement modified certain requirements for inclusion of component units in the financial reporting entity. For component units previously included due to meeting the fiscal dependency criterion, a financial benefit or burden relationship also would need to be present between the primary government and that component unit. This statement also clarifies the manner in which determination should be made and the types of relationships that generally should be considered when including a component unit that does not meet the financial accountability criterion, but would be misleading to exclude such component unit in the financial statements. For the City of Cooper City, the Entity is only the primary government. While there are other taxing jurisdictions, which levy property taxes upon property within the corporate limits of Cooper City including Broward County, the School Board, the South Broward Hospital District, and other special districts, they do not represent component units

of Cooper City. Therefore, no financial information about those entities is included in the City's financial statements.

The annual budget serves as the foundation for the City of Cooper City's financial planning and control. All departments of the City of Cooper City are required to submit requests for appropriation to the City Manager. The City Manager then presents a proposed budget to the Commission for review by August 15. The Commission is required to hold public hearings on the proposed budget and to adopt a final budget by September 30, the close of the City of Cooper City's fiscal year. The appropriated budget is prepared by fund and department (e.g., Parks and Recreation). Budgets are monitored at the activity level within each department. Transfers of appropriations between departments, in excess of 2.5% of total budget, require the special approval of the City Commission. A transfer of appropriations greater than \$10,000 requires notifications to the City Commission prior to executing the transfer. Budget-to-actual comparisons are provided in this report for each individual governmental fund for which an appropriated annual budget has been adopted. For the General Fund and Special Revenue Funds, this comparison is presented as part of the required supplementary section. For other governmental funds, with appropriated annual budgets, this comparison is presented in the supplementary information subsection of this report.

### **Economic And Demographic Conditions And Outlook**

The City has completed its Evaluation and Appraisal Report (EAR) of its Comprehensive Plan pursuant to Florida Statutes which requires municipalities to evaluate the progress they are making in meeting the Comprehensive Plan's Goals, Objectives and Policies at least once every seven years. The Plan is necessary to guide development of the City and to provide for managed growth while providing services and facilities for future residents paid for by new development. The Plan consists of Goals, Objectives and Policies with supporting documentation in the form of the following elements:

- Future Land Use
- Solid Waste
- Traffic Circulation
- Recreation and Open Space
- Housing
- Conservation
- Water and Sewer
- Intergovernmental Coordination
- Drainage
- Capital Improvements
- Public School Facilities Element

Homeowner pride contributes to what makes Cooper City “Someplace Special” and contributes significantly to the City’s economic outlook. Cooper City has one of the highest rate of owner-occupied units in Broward County at 84.8%. The median housing value in Cooper City is estimated at \$487,900 and Cooper City’s median household income is \$119,567<sup>1</sup>.

### **Construction Overview**

The City’s Community Development Department has been working with the community to ensure its growth and development. Some of the more significant developments that have been, or are, under review include the following:

### **Residential Construction**

#### ***Sienna Subdivision***

This nine-acre property on Sheridan Street was previously approved for a single-family community, with 30 single-family homes. The previous developer, D.R Horton, walked away from the project and Mattamy Homes, the developer, has purchased the property. A revised Site Plan and Variance petitions were then submitted for development review through the Development Review Committee (DRC) and have since received approval from both the City Commission and Planning and Zoning Board. This project started at the beginning of 2023 and 16 permits out of the 30 homes have been submitted for review.

#### ***Kingfisher Reserve***

CC Devco purchased the 20-acre property from Cameo Farms located on the east side of SW 106th Avenue and has received City Commission approval to build 39 single-family homes. The project consists of one-and-two story single-family homes, 3 to 6 bedrooms, with models from 2,600 to 4,100 square feet. The project commenced in the fall of 2022 and the construction has now been completed. All certificates of occupancy were issued for this project as of January 2024 and all permits have been finalized.

#### ***Arbor Reserve a.k.a Royal Estates***

CC Devco purchased the 10-acre property located on the west side of SW 106th Avenue to build 20 single-family homes. This project was previously approved as the Royal Estates subdivision. Slight modifications to the site plan were made with lot sizes all above 18,000 square feet. Home prices were estimated to be in the \$700,000 to \$1M-plus range. Construction has now been completed, all certificates of occupancy were issued for this project as of November 2023 and all permits have been finalized.

#### ***La Palma Subdivision***

Five acre-estate single-family homes in Royal Palm Ranches are currently under review by the Development Review Committee (DRC).

<sup>1</sup> <https://www.census.gov/quickfacts/fact/table/coopercitycityflorida/PST045223>

## **Commercial Development**

### ***Nur-Ul-Islam***

The first phase of this project was approved to include a 12,000 square foot school building which has completed construction. Phase II received City Commission approval for 12,600 square foot mosque with an 83-foot-tall minaret. Phase III received City Commission approval for an 11,900 square foot school building. The project has not started.

### ***Chabad of SW Broward***

This project is located at 5960 SW 106th Avenue, generally located on the east side of SW 106th Avenue north of Stirling Road. The Chabad has received Commission approval of a Rezoning from M/I, Medic, Institutional District to X-1, Civic District. Other uses approved on site include a daycare center, secondary school for students living on campus, accessory dormitory rooms, a Mikveh, retreat center administrative offices in Phase I of the development and a permanent sanctuary in Phase II. The project is currently in Phase I of construction and Phase II is nearing completion.

### ***Shoppes at Monterra Commons and BrightStar Corporate Offices***

City Commission approved the Shoppes at Monterra and BrightStar Corporate office Site Plan in 2020. This site was the last remaining large commercial tract in Monterra, on University Drive. This project consists of a proposed 70,000+ square foot, three-story office building for BrightStar Credit Union corporate headquarters, including a branch credit union with drive-thru lanes. The plans also reflect The Shoppes at Monterra Commons which will consist of four commercial buildings totaling 39,000 square feet and a 10,000 square foot daycare center. Construction has now been completed, a certificate of occupancy was issued for this project in October 2023 and all permits have been finalized.

### ***Sun Credit Union***

Sun Credit Union was issued City Commission approval in 2023. This project consists of a proposed 32,000 square foot, one story office building for the Sun Credit Union corporate headquarters including a branch credit union with drive-thru lanes. Permits have been submitted for review and estimated completion of this project will be one to two-years..

## **Major Initiatives And Future Projects**

### ***Community Development Block Grant (CDBG) Funding***

In 2023, Cooper City continues to participate in the Minor Home Repair program along with the Purchase Assistance program administered by Broward County, which is designed to provide repair assistance to low-income single-family homeowners whose homes are in need of repair. The CDBG funding is designed to assist homeowners with repairs limited to corrective action that will eliminate conditions in and around the home that pose a threat to the health, safety, and welfare of the household occupants. As a final component of the CDBG grant funding, \$15,000 will help fund the Senior Transportation Program. The

program is designed to provide free transportation to our senior citizens via a shuttle bus. Riders are transported to and from their doctors and dentist's offices, or other institutional agencies or businesses.

### ***Commitment to Improvements and Excellence***

- Maintained excellent ISO (Insurance Survey Organization) rating through Fiscal Year 2023.
- Issued permits for \$59.4 million of construction cost through Fiscal Year 2023.
- Implemented an Electronic sign-In system to properly document all persons and manage social distancing requirements or preferences.
- Streamlined Local Business Tax Receipt application acceptance, review and document Issuance process. Elevated our active Business Community by exposure and assisted our stakeholders in the recruitment of qualified, employable candidates with the launch and execution of the annual Business Expo and Job Fair.

### ***Platinum Cities Designation***

Cooper City has continued its "Platinum Cities" designation under the Greater Fort Lauderdale Alliance permitting excellence process. The purpose of the permitting excellence process is to provide businesses with a streamlined, first-rate experience when going through the development, permitting and inspection process for office and industrial properties. The process is intended to be available to high-impact, targeted industry businesses that are relocating or expanding in Broward County.

Cooper City maintained the designation because it is committed to making the permitting process more transparent and client friendly. Steps have been taken to provide an excellent permitting experience. Pre-development meetings with a city staff member known as a "concierge" will assist the company throughout the permitting process.

### **Accomplishments**

In Fiscal Year 2023, the city continued adapting to the community's current needs while also looking toward long-term goals, by accomplishing the following:

- The City continues its Strategic Plan and aligning the City's goals and priorities with the operations and future development of Cooper City.
- Conducted a nationwide recruitment search for our next city manager, with the new city manager starting June of 2023.
- As of September 30, 2023, the city had received an award for the American Rescue Plan (ARPA) amounting to \$17.9 million. As of September 30, 2023, \$6.68 million has been obligated and \$5.56 million was spent on 27 projects completed and \$12.37 million remaining.
- Cooper City is ranked among the top 10 safest cities in Florida to live.
- Continued our strategy of Revitalization and Beautification Plans for the City over the next several years commencing with a program to bring commercial centers up to code and landscaping standards.

## Public Works Division

In Fiscal Year 2023, the Public Works Department completed the following projects:

### Property Maintenance:

- Painted all city entranceway and park signs with updated design colors.
- Converted FPL streetlights to LED.
- Updated the access control software for both RV lots, Public Works and Fleet entry gates.
- Increased the number of LED lamps on building interiors and exteriors.
- Replaced AC units: Public Works unit #1; Fire Department Admin & Gym AC, Pool & Tennis unit #3 and the Fleet Department Cu.
- Replaced Fire station windows and doors with impact windows and doors to complete FEMA grant-wind retrofit project.
- Repaired the radio communication between park staff and BSO Dispatch and fire.
- Designed and replaced Police Department AC unit #2
- Started city-wide janitorial services contract with 24Hours Inc.

### Streets:

- Initiated Traffic Calming Devices installation
- Maintenance of:
  - Provide and maintain city-wide landscape beautification by trimming trees within city right-of-ways.
  - Provide and maintain landscape beautification at city facilities and right-of-ways.
  - Prevent root intrusion into city owned rights-of-way such as streets and sidewalks.
  - Sidewalk grinds to remove trip hazards.
  - Filled potholes that form on city streets.
  - Performed removal of designated hazardous trees.

### Fleet Maintenance:

- Implemented iWar Fleet Module (Work Order Management System)
  - Fleet and Equipment
  - Fleet Asset Tracking
- Implemented a Performance Standard of completing 75% of the preventive maintenance services on schedule.

### Parks:

- Renovated all football/soccer fields with 97,500 sq. ft. of sod at Suellen H. Fardelmann and Bill Lips Sports Complexes.
- Installed a new playground at Bill Lips Sports Complex

- Removed the Forest Lake Dog Park.
- Court resurfacing:
  - Eight (8) tennis courts at the Pool and Tennis Center
  - Two (2) basketball courts at Suellen H. Fardelmann Sports Complex
- Pressure cleaned:
  - All City parks.
  - 50% of the city maintained sidewalks and curbs.
- Started the Landscape Beautification city-wide.
- City-wide landscaping contract award (Superior Landscape & Landscape Services Professionals)
- Pickle ball Court Upgrades:
  - Relocated the pickle ball gate opening to the east side of the court at Suellen H. Fardelmann Sports Complex.
  - Relocated volleyball courts gate opening from the east side to the west side of the courts at Suellen H. Fardelmann Sports Complex.
  - Installed six (6) benches for the pickle ball courts at Suellen H. Fardelmann Sports Complex.
  - Installed new nets and divider nets between the pickle ball courts at Suellen H. Fardelmann Sports Complex.
  - Installed windscreen around all pickleball courts at Suellen H. Fardelmann Sports Complex.
  - Installed a windscreen on the backside of bleachers for shade at the pickle ball courts at Suellen H. Fardelmann Sports Complex.

The following is a summary of the noteworthy activities undertaken by the Utilities Department and City Engineer's Office during Fiscal Year 2023. This summary focuses on "big picture" items and does not include day-to-day activities that, despite being routine, are valuable to our customers.

### **Utilities Division**

- Produced 1,103 million gallons of potable water, while maintaining full compliance with state, federal, and local regulations.
- Treated 979.43 million gallons of wastewater, while maintaining full compliance with state, federal, and local regulations.
- Replacement of Electronic Water Meter to Manual Meter.
- Rehabilitation of water supply wells #4 and #6.
- Rehabilitation of Sewer Lift Stations #3 and #18.
- Rehabilitation and Generator replacement of Sewer lift station #55.
- Replacement of Effluent Pump #3.
- Wastewater collection system rehabilitation, sewer gravity main and lateral lining.
- Purchased a Utility single turner valve maintenance trailer.



- Replacement of the water service lines in the Flamingo Gardens Townhomes.
- Water Plant Nanofiltration Membrane Replacement.
- Purchased a Vehicle for water plant.
- Purchased a truck for Wastewater Collection and Transmission Division.
- Upgrade & replace sludge dewatering equipment.

### **Engineering Division**

- Plan review/approval, four hundred nine (409) Community Development engineering plans.
- Performed three hundred twelve (312) Community Development permit field inspections.
- Responded to three hundred sixty three (363) calls including water leaks, broken sewer laterals, property damage claims, safety issues, driveway layout and general city-wide project information.
- Issued eleven (11) Engineering Franchisee permits & performed field inspections for Comcast, Crown Castle & FPL fiber optics and power upgrades projects.
- Project management, coordinating with daily site inspections on water, sewer, drainage and paving:
  - Bright Star Credit Union
  - Shoppes of Monterra Commons
  - King Fisher Residential Homes

### **Awards and Acknowledgements**

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Cooper City for its Annual Comprehensive Financial Report for the fiscal year ended September 30, 2022. This was the thirty-third consecutive year that the City received this prestigious award. In order to be awarded a Certificate of Achievement, the City published an easily readable and efficiently organized Comprehensive Annual Financial Report. This report satisfied both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current Comprehensive Annual Financial Report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

The City also received the GFOA's Distinguished Budget Presentation Award for its annual budget document for Fiscal Year 2023. To qualify for this award, the City's budget document had to be judged proficient as a policy document, a financial plan, an operations guide, and a communications device. This was the fourth year in a row that the city has received this prestigious award.



Gre...  
Jeff... Meeting Date: 04/30/2024 Item #8.  
Ryan C. Shrouder, Commissioner  
Jeremy Katzman, Commissioner  
Lisa Mallozzi, Commissioner  
Ryan T. Eggleston, City Manager

The preparation of this report could not be accomplished without the dedicated services of our City staff, and specifically the Finance Department, who participated in the compilation of the report. We would also like to thank our City Commission for their interest, guidance, and support in planning and approving the financial operations of the City in a responsible and insightful manner.

Respectfully Submitted,

Ryan T. Eggleston, City Manager



Government Finance Officers Association

Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting

Presented to

**City of Cooper City  
Florida**

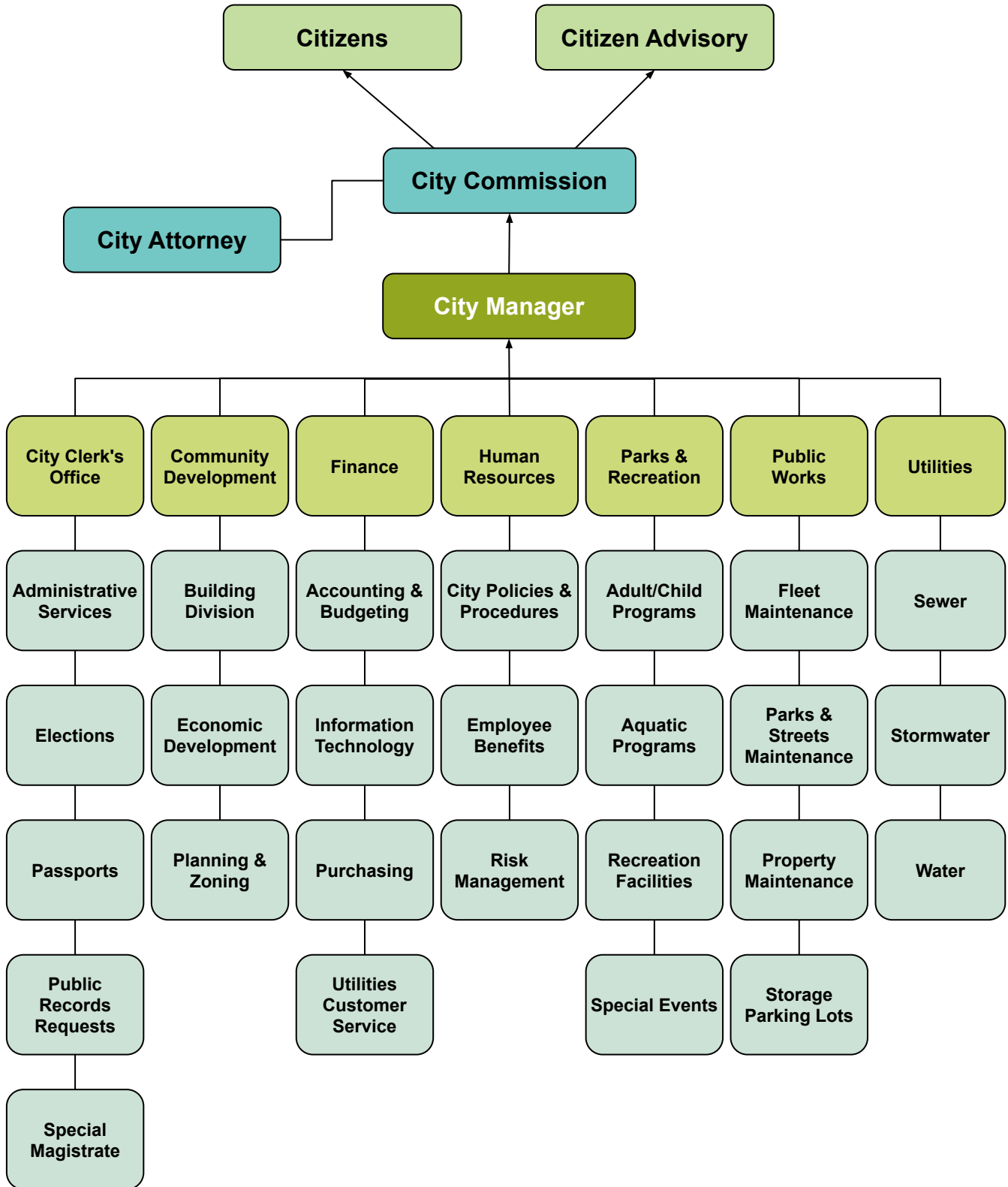
For its Annual Comprehensive  
Financial Report  
For the Fiscal Year Ended

September 30, 2022

*Christopher P. Morill*

Executive Director/CEO

# Citywide Organization Chart



## List of Elected and Appointed Officials

### CITY COMMISSION

#### Mayor

Greg Ross

#### Commissioner

Jeff Green

#### Commissioner

Ryan C. Shrouder

#### Commissioner

Jeremy Katzman

#### Commissioner

Lisa Mallozzi

#### City Manager

Ryan T. Eggleston

#### City Attorney

Law Offices of Goren, Cherof, Doody & Ezrol, P.A.

#### Department Directors

Community Development

Carlos Vega

Finance

Irwin Williams, CPA

Interim Public Works

Tim Fleming

Recreation

Stacie Weiss

Acting Utilities

Hamid Nikvan

Human Resources

Lourdes Mantecon

City Clerk

Tedra Allen

# FINANCIAL SECTION





## INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor,  
City Commissioners and City Manager  
City of Cooper City, Florida

### Report on the Audit of the Financial Statements

#### Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Cooper City, Florida (the "City"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the report of the other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of September 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the Pension Trust Fund for Police Officers and Firefighters, which represents 59 percent, 59 percent, and 63 percent, respectively, of the assets, net position, and total additions of the Pension Trust Funds. Those statements were audited by other auditors whose reports have been furnished to us, and our opinions, insofar as it relates to the amounts included for the Pension Trust Fund for Police Officers and Firefighters is based solely on the reports of the other auditors.

#### Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

CPAs + Trusted Advisors

City of Cooper City, Florida

### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



City of Cooper City, Florida

### **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison information and the schedules related to pensions and other post-employment benefits, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We and other auditors have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### **Supplementary Information**

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements, budgetary comparison schedules, and schedule of expenditures of federal awards as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America by us and other auditors. In our opinion, based on our audit and the report of the other auditors, the combining and individual nonmajor fund financial statements, budgetary comparison schedules, and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### **Other Information**

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

City of Cooper City, Florida

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated April 4, 2024 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

*Keefe McCullough*

KEEFE MCCULLOUGH

Fort Lauderdale, Florida  
April 4, 2024



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# Management's Discussion and Analysis



As management of the City of Cooper City, Florida (the “City”), we offer readers this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2023. The City’s Management Discussion and Analysis (MD&A) is designed to (a) assist the reader in focusing on significant financial issues, (b) identify any material deviations from the financial plan (the approved budget), and (c) identify any individual fund issues or concerns. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be located on pages i through viii in the introductory section of this report.

## Financial Highlights

- The assets and deferred outflows of resources of the City of Cooper City exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$123.0 million (net position), as compared with \$120.9 million for the previous year.
- The City’s total net position increased \$2.2 million during the fiscal year. Included in the net position is the governmental net position which increased \$1.2 million and the business-type net position, which increased \$1.0 million.
- As of the close of the current fiscal year, the City’s governmental funds reported combined ending fund balances of \$24.5 million, an increase of \$5.7 million in comparison with prior year. Approximately \$15.9 million of this total amount is available for spending at the City’s discretion (unassigned fund balance).
- Capital assets decreased approximately \$3.2 million as compared to the previous year mainly because depreciation expense exceeded capital asset additions during fiscal year 2023.

## Overview of the Financial Statements

In addition to this discussion and analysis, the financial section of this annual report contains the basic financial statements, required supplementary information, and other supplementary information including combining statements and schedules of non-major funds. The basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. In addition to these basic financial statements, this report also contains other supplementary information.

**Government-wide financial statements.** The government-wide financial statements are designed to provide readers with a broad overview of the City’s finances in a manner similar to a private-sector business.

The statement of net position presents information on all the City’s assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the difference between the two reported as net position. Over time, increases or decreases in net position should serve as a useful indicator of whether the City’s financial position is improving or deteriorating.

The statement of activities presents information showing how the City’s net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, roads and bridges,

and culture and recreation. The business-type activities of the City include a water and sewer utility, a stormwater management utility, and recreational vehicle parking lot facilities.

The government-wide financial statements are for the City, as the primary government, and include all operations for which the City is financially accountable. The City does not have any component units that should be included in the financial information presented.

The government-wide financial statements can be located as listed in the table of contents.

**Fund financial statements.** A fund is a grouping of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The City's funds can be divided into three categories: governmental, proprietary, and fiduciary funds.

**Governmental funds.** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources and the availability of these resources at the end of the fiscal year. Such information may be useful for evaluating a government's near-term financing requirements but does not help readers to better understand the long-term impact of the City's near-term financing decisions. In that regard, it would be useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. Consequently, both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate the comparison between governmental funds and governmental activities.

The City of Cooper City maintains seven individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Capital Improvement Fund, and ARPA Fund as they are considered to be major funds. All the other governmental funds are combined for presentation purposes as nonmajor funds. Individual fund data for each of these nonmajor funds and the fiduciary fund types are aggregated for presentation in the basic governmental fund financial statements and are detailed in the form of combining statements elsewhere in this report.

The City adopts an annual budget for its General Fund. A budgetary comparison schedule and the notes to the budgetary comparison schedule have been provided for the General Fund to demonstrate compliance with the budget and can be found as listed in the table of contents. The governmental fund financial statements can be found as listed in the table of contents of this report.

**Proprietary funds.** The City uses enterprise funds to account for the functions presented as business-type activities in the government-wide financial statements. These enterprise funds consist of a water and sewer utility, a stormwater management utility and parking lot facilities. The City does not have activities that would require the use of internal service funds.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the City's water and sewer utility, stormwater management utility and parking lot facilities.

The basic proprietary fund financial statements can be found as listed in the table of contents.

**Fiduciary funds.** Fiduciary funds are used to account for resources held for the benefit of parties outside the city government. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found as listed in the table of contents.

**Notes to the financial statements.** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found as listed in the table of contents.

**Other information.** In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's progress in funding its obligation to provide pension benefits to its employees and post-employment benefits. Required supplementary information can be found as listed in the table of contents.

The combining statements for non-major governmental funds are presented immediately following the required supplementary information. Combining and individual fund statements and schedules are presented immediately following the required supplementary information and can be found as listed in the table of contents.

### **Government-wide Financial Analysis**

As noted previously, the change in net position over time should serve as a useful indicator of a government's financial position. In the case of the City of Cooper City, assets and deferred outflow of resources exceeded liabilities and deferred inflows of resources by \$123.0 million as of September 30, 2023.

The largest portion of the City's net position consists of \$94.4 million of net investment in capital assets (e.g., land, buildings, machinery and equipment), which is net of any outstanding debt related to their acquisition. The City uses these capital assets to provide services to citizens; consequently, they are not available for future spending. Although the City's net investment in capital assets is reported net of related debt, the repayment of this debt must come from sources other than liquidating the assets themselves. The City's net position for the last two fiscal years is summarized as follows:

**City of Cooper City  
Summary of Net Position  
September 30, 2023 and 2022  
(In Thousands)**

	Governmental Activities		Business-Type Activities		Totals Primary Government	
	2023	2022	2023	2022	2023	2022
Current & other assets	\$ 41,168	\$ 40,830	\$ 23,308	\$ 20,368	\$ 64,476	\$ 61,198
Capital assets	51,801	52,130	43,371	46,209	95,172	98,339
Total assets	<u>92,969</u>	<u>92,960</u>	<u>66,679</u>	<u>66,577</u>	<u>159,648</u>	<u>159,537</u>
Total deferred outflows of resources	<u>9,444</u>	<u>4,533</u>	<u>2,398</u>	<u>1,489</u>	<u>11,842</u>	<u>6,022</u>
Other liabilities	18,659	18,679	2,613	1,880	21,272	20,559
Long-term debt and other noncurrent liabilities	18,099	8,046	7,030	5,096	25,129	13,142
Total liabilities	<u>36,758</u>	<u>26,725</u>	<u>9,643</u>	<u>6,976</u>	<u>46,401</u>	<u>33,701</u>
Total deferred inflows of resources	<u>1,354</u>	<u>7,682</u>	<u>687</u>	<u>3,307</u>	<u>2,041</u>	<u>10,989</u>
Net position:						
Net investment in capital assets	51,802	52,144	42,610	45,254	94,412	97,398
Restricted	4,155	6,357	-	742	4,155	7,099
Unrestricted	8,344	4,585	16,137	11,787	24,481	16,372
Total net position	<u>\$ 64,301</u>	<u>\$ 63,086</u>	<u>\$ 58,747</u>	<u>\$ 57,783</u>	<u>\$ 123,048</u>	<u>\$ 120,869</u>



**City of Cooper City  
Changes in Net Position  
September 30, 2023 and 2022  
(In Thousands)**

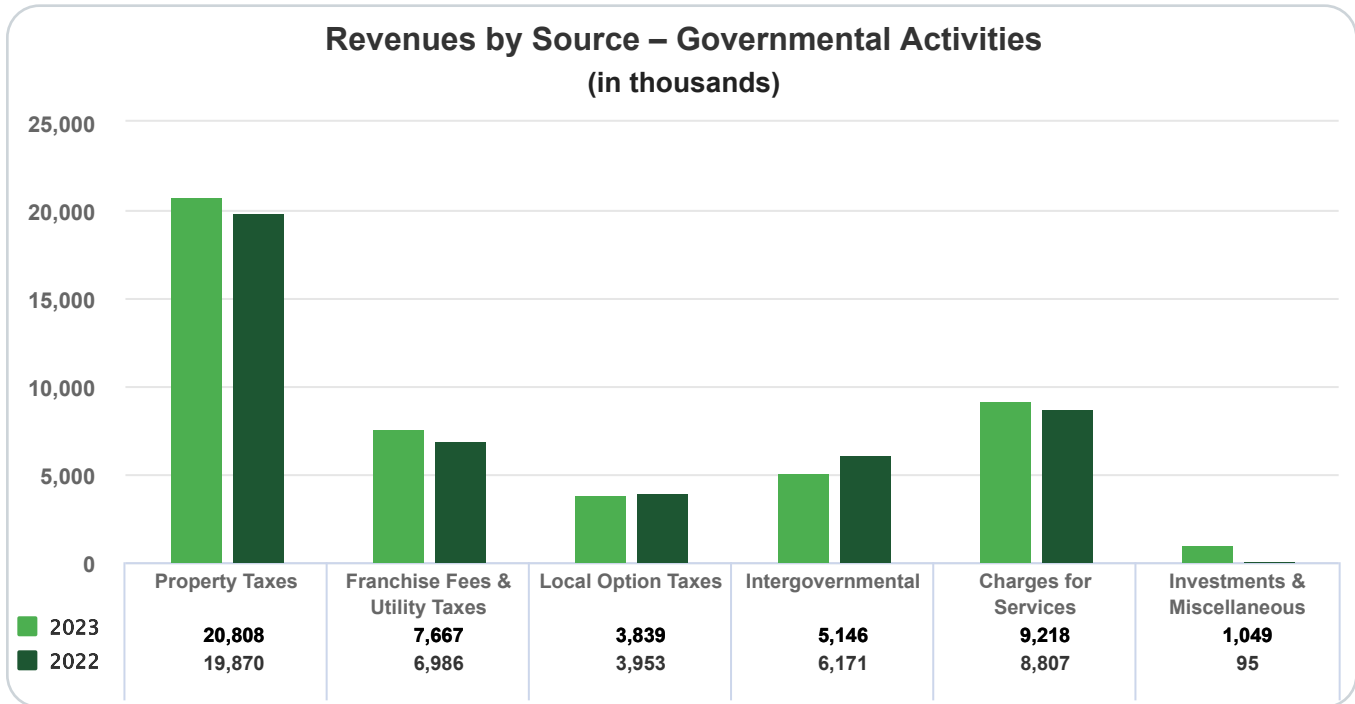
	Governmental Activities		Business-Type Activities		Total Primary Government	
	2023	2022	2023	2022	2023	2022
Revenues:						
Program revenues:						
Charges for services	\$ 9,218	\$ 8,807	\$ 14,518	\$ 13,638	\$ 23,736	\$ 22,445
Operating grants and contributions	2,030	3,517	-	-	2,030	3,517
Capital grants and contributions	40	-	259	39	299	39
General revenues:						
Property taxes	20,808	19,870	-	-	20,808	19,870
Other taxes	11,506	10,939	-	-	11,506	10,939
Programs	3,075	2,653	-	-	3,075	2,653
Other	1,049	94	381	79	1,430	173
Total revenues	<u>47,726</u>	<u>45,880</u>	<u>15,158</u>	<u>13,756</u>	<u>62,884</u>	<u>59,636</u>
Operating expenses:						
General government	7,215	5,126	-	-	7,215	5,126
Public safety	32,271	26,609	-	-	32,271	26,609
Physical environment	756	550	-	-	756	550
Transportation	1,191	1,333	-	-	1,191	1,333
Culture and recreation	6,510	4,094	-	-	6,510	4,094
Debt services	41	1	-	-	41	1
Amortization ROU leases	14	14	-	-	14	14
Interest	29	46	-	-	29	46
Parking	-	-	106	102	106	102
Water and sewer	-	-	12,070	11,193	12,070	11,193
Stormwater	-	-	502	422	502	422
Total operating expenses	<u>48,027</u>	<u>37,773</u>	<u>12,678</u>	<u>11,717</u>	<u>60,705</u>	<u>49,490</u>
Increase/Decrease in net position before transfers	(301)	8,107	2,480	2,039	2,179	10,146
Transfers	1,516	1,274	(1,516)	(1,274)	-	-
Change in net position	<u>1,215</u>	<u>9,381</u>	<u>964</u>	<u>765</u>	<u>2,179</u>	<u>10,146</u>
Net position, beginning	63,086	53,705	57,783	57,018	120,869	110,723
Net position, ending	<u>\$ 64,301</u>	<u>\$ 63,086</u>	<u>\$ 58,747</u>	<u>\$ 57,783</u>	<u>\$ 123,048</u>	<u>\$ 120,869</u>

**Governmental activities**

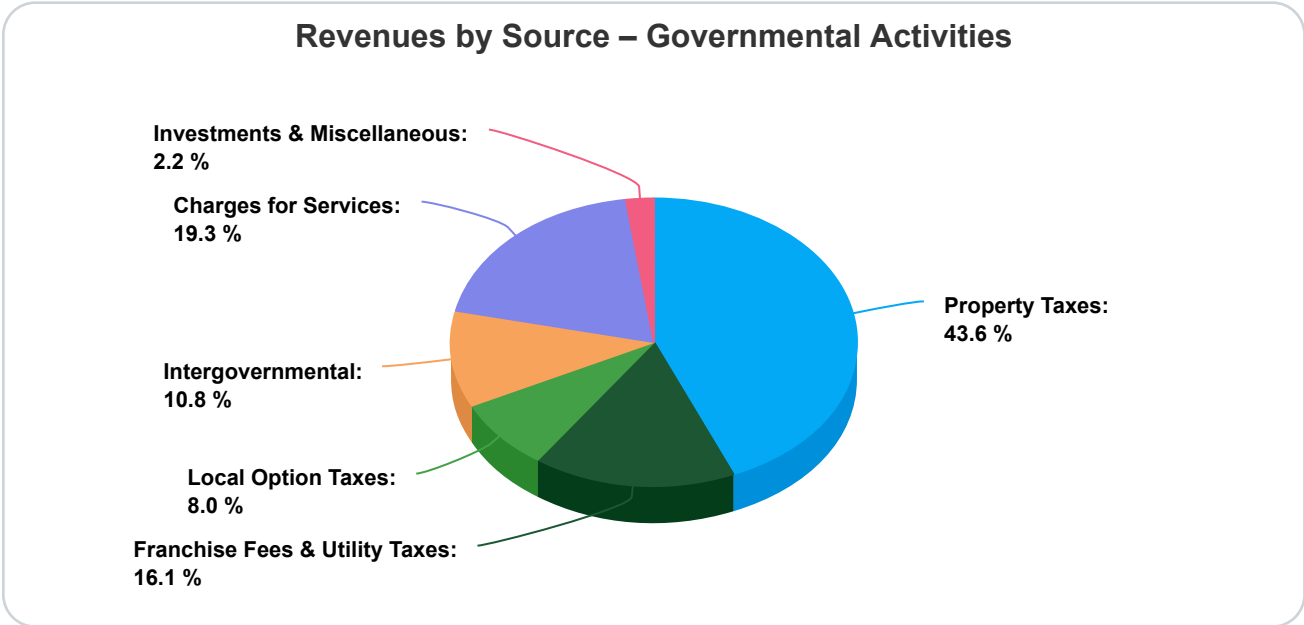
Grant revenue experienced a decrease of \$ 1.4 million during the current fiscal year. However, overall net position for governmental activities increased by \$1.2 million due primarily to increases in Property taxes, Charges for services, Other taxes, and Other revenues.

**Revenues**

Revenues from governmental activities increased 4% or \$1.8 million compared to the prior year. The increase is mainly due to increases in Property taxes of \$1 million, Charges for services of \$.4 million, and Other taxes of \$.5 million.

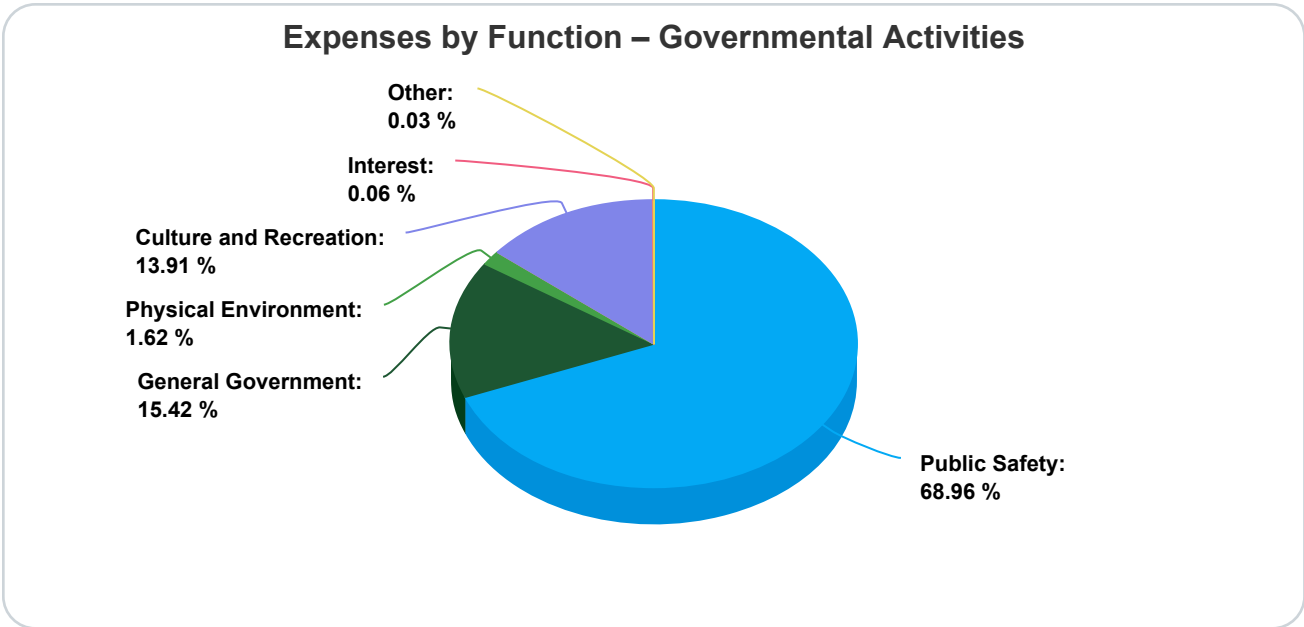


The following chart provides an overall view of the various governmental revenue sources. 44% of the revenues received were derived from property taxes, 19% charges for services, 16% franchise fees & utility taxes, 11% intergovernmental, 8% local option taxes, 2% investments & miscellaneous.

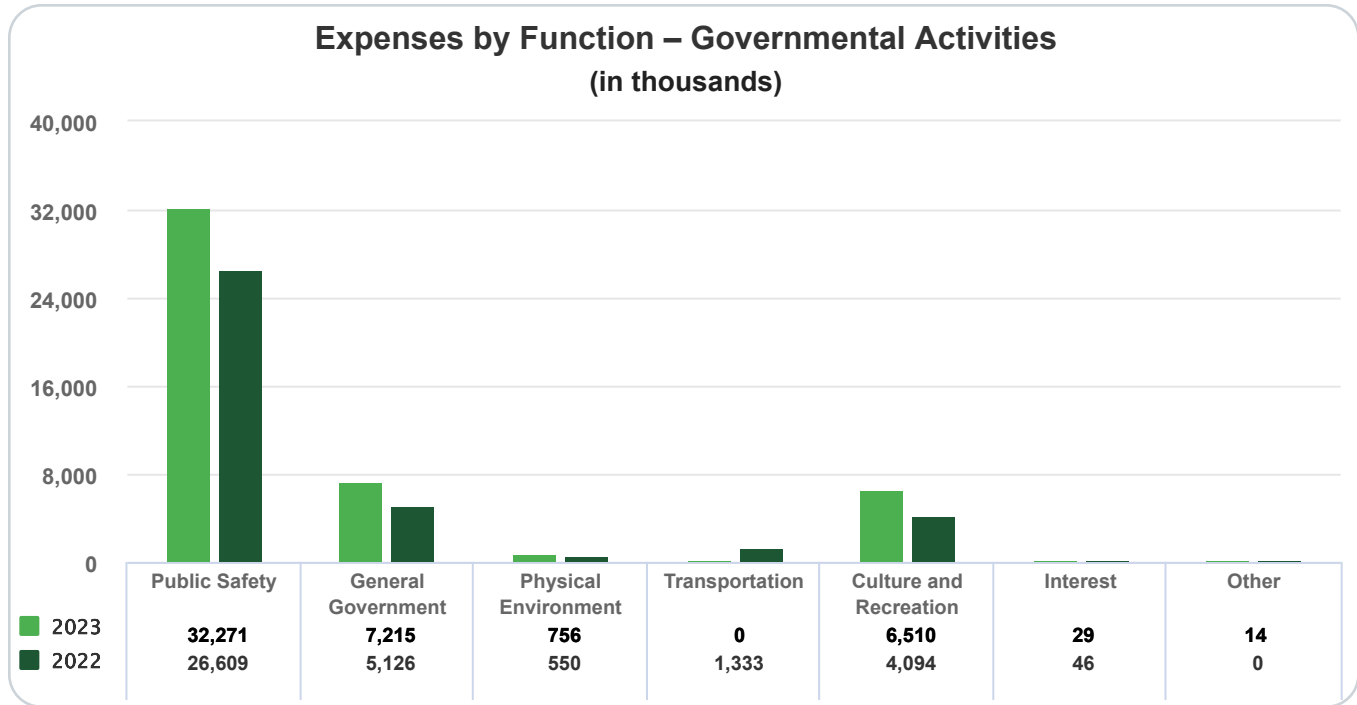


### Expenses

Public safety continues to be the City’s single largest governmental activity, comprising 69% of its expenses.



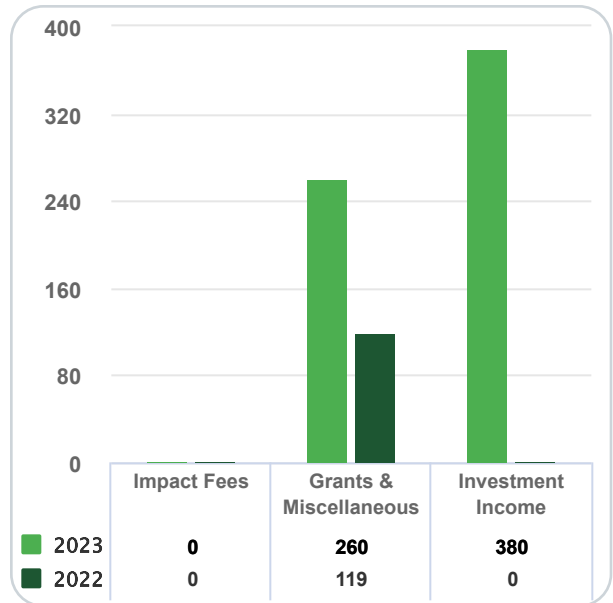
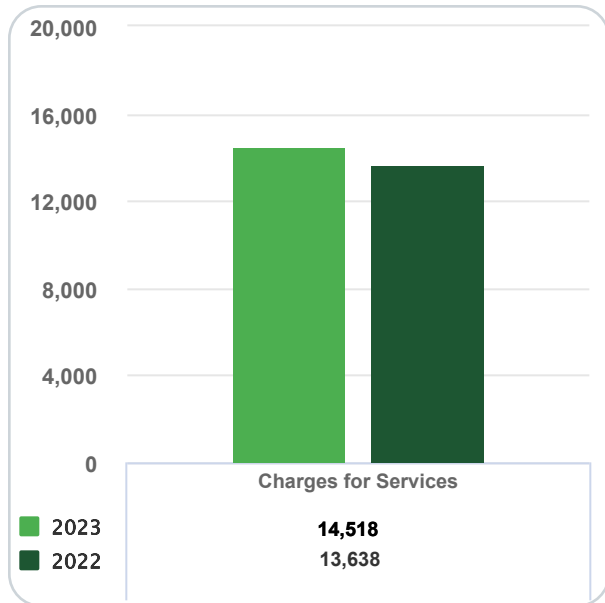
Expenses from governmental activities increased by 27% or \$10.3 million compared to the prior year. As shown in the graph below, costs for public safety increased to \$32.3 million in the current fiscal year from \$26.6 million last fiscal year. Additionally, General government expenses increased by \$ 2 million over last fiscal year. In addition, Culture and recreation expenses increased by \$ 2.4 million over last fiscal year.



**Business-type activities**

During the current fiscal year, overall net position for business-type activities increased by \$964 thousand for an ending net position of \$58.7 million.

**Revenues by Source – Business-type Activities  
(In thousands)**

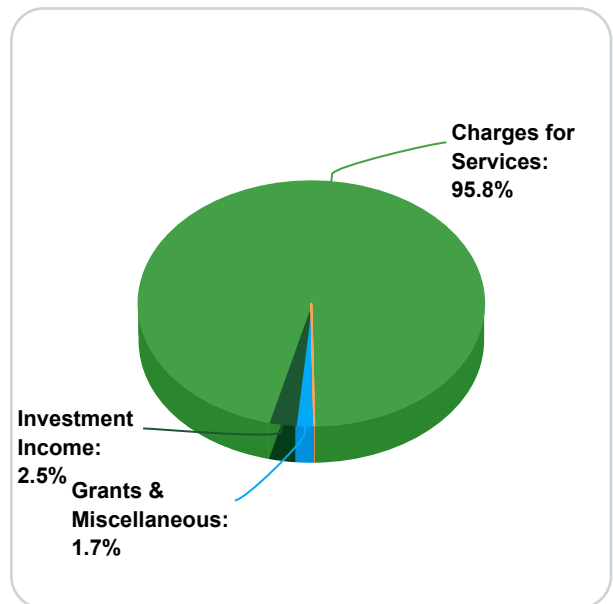


**Revenues**

Revenues from business-type activities increased slightly by \$1.4 million from the prior year. Expenses increased by \$961 thousand over previous fiscal year. Key elements of revenue are diagramed below.

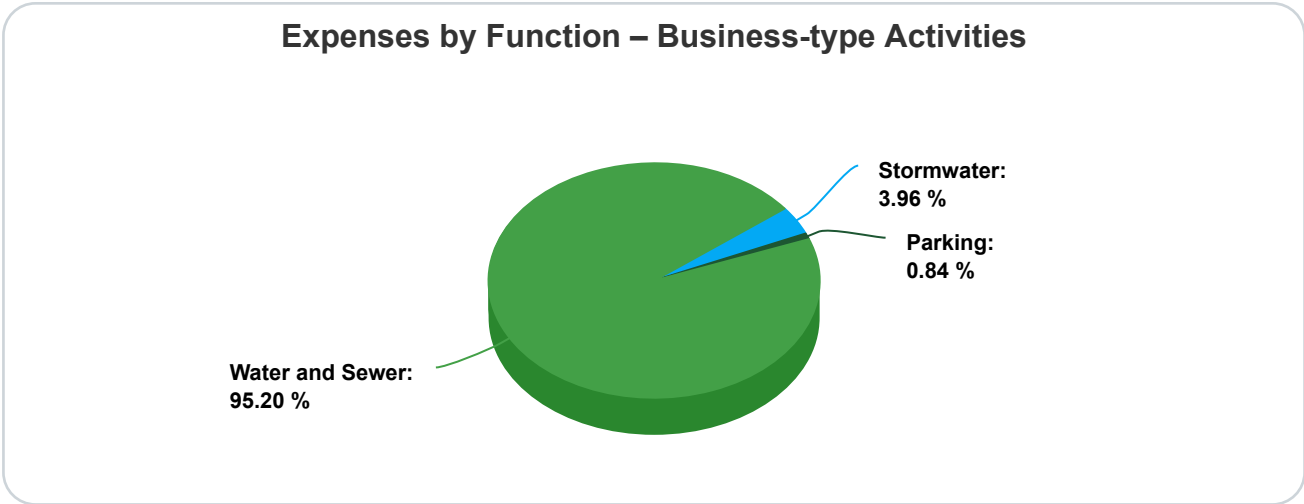
**Revenues by Source – Business-type Activities**

The following chart provides an overall view of the various business-type activities. 95.8% of the revenues received are derived from charges for services. Investment income accounted for 2.5% of the total revenues. Grants and miscellaneous revenues accounted for 1.7% of the total revenues.

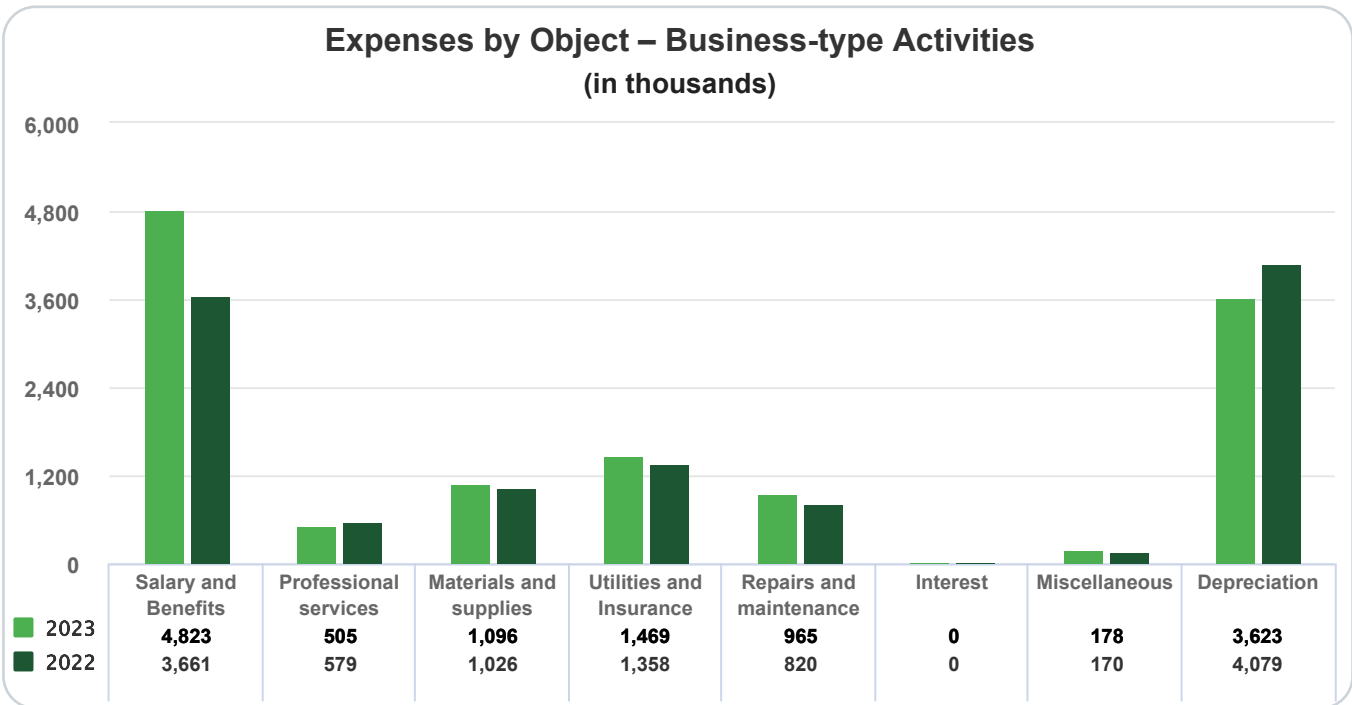


**Expenses**

The Water and Sewer Utilities represent the single largest business-type activity of the City, accounting for approximately 95% of total expenses.



Expenses increased by approximately \$1.0 million,, which is attributed to increases in professional services and depreciation expense.



### ***Governmental Funds Financial Analysis***

The focus of governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing financing requirements. Unassigned fund balance may serve as a useful measure of the net resources available for spending at the end of the fiscal year.

On September 30, 2023, the City's governmental funds reported combined ending fund balances of approximately \$24.5 million, a \$5.7 million increase in comparison with the prior year. Approximately \$15.9 million of the fund balance is unassigned fund balance, which is available for spending at the City's discretion in the General Fund. The remainder of the balance is nonspendable (\$47 thousand), committed (\$3.0 million) for emergency preparedness, assigned for encumbrances (\$1.2 million) with the remainder being restricted for various uses.

The General Fund is the main operating fund for the City. At the end of the current fiscal year, unassigned fund balance of the general fund was \$16.7 million while the total fund balance was \$20.2 million. As a measure of the general fund's liquidity and in accordance with the City's fund balance policy, it is useful to compare unassigned fund balance and assigned fund balance to total general fund expenditures, including transfers. Revenues in the general fund were \$42.7 million, which represents an increase of \$3.1 million from prior year or 7.8%. The increase was due primarily to an increase in property taxes of \$0.9 million, an increase in intergovernmental shared revenues of \$0.3 million, an increase in franchise fees and utility taxes of \$0.7 million, an increase in charges for services of \$0.4 million and an increase in investment income of \$0.8 million. Expenditures in the general fund ended with an overall increase of \$2.4 million or less than 7%.

The Capital Improvement Fund is used to account for major governmental capital improvements. At the end of the current fiscal year, the fund had a \$0.4 million fund balance compared to a zero-fund balance the prior year. During the fiscal year Impact fees contributed \$ 203 thousand, an overall decrease of \$45 thousand in revenues compared to the prior year. The Capital Improvement Fund's total revenue remained flat in the current fiscal year. Expenditures were \$251 thousand, an increase of \$187 thousand compared to prior year. The change in fund balance for this fund was an increase of \$386 thousand.

### ***Proprietary Funds Financial Analysis***

The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Unrestricted net position for business-type funds was \$16.1 million consisting of \$15.9 million for the water and sewer fund, \$92 thousand for the parking lot fund, \$158 thousand for the stormwater fund. Total net position for these funds was \$58.7 million as compared to \$57.8 million the prior year which represents an increase of approximately 2%.

### ***General Fund Budgetary Highlights***

The most significant differences between the final budget and actual results were as follows:

- Intergovernmental - Actual revenue was \$ 1.3 million higher than budget. The Sales tax and state revenue sharing was higher than budget at \$ 0.4 and \$ 0.9 million respectively.
- Franchise fees and utility taxes - Revenues increased by \$ 1 million higher than anticipated based on the State's revenue estimates.
- Charges for services - Charges for services were higher than budget by \$ 334 thousand due to increase in land development fees collected.

- Investment earnings - Actual revenue was \$ 0.6 million higher than budgeted.

### ***Capital Asset Activity***

The City's net investment in capital assets for its governmental and business type activities as of September 30, 2023, amounted to \$94.4 million. The City's capital assets include land, buildings and system improvements, machinery and equipment, park facilities, roads, highways, and bridges as shown below.

### **City of Cooper City Capital Assets September 30, 2023 and 2022 (In Thousands, net of depreciation)**

	<b>Governmental activities</b>		<b>Business-type activities</b>		<b>Total</b>	
	<b>2023</b>	<b>2022</b>	<b>2023</b>	<b>2022</b>	<b>2023</b>	<b>2022</b>
Land	\$ 29,919	\$ 29,919	\$ 1,038	\$ 1,038	\$ 30,957	\$ 30,957
Construction in progress	1,798	2,349	148	306	1,946	2,655
Buildings	3,386	3,776	28,179	29,409	31,565	33,185
Improvements other than buildings	11,512	12,312	7,203	8,278	18,715	20,590
Equipment, vehicles, and software	3,082	1,331	2,932	3,127	6,014	4,458
Software & Licenses	147	231	-	-	147	231
Infrastructure	1,957	2,212	3,871	4,050	5,828	6,262
Total capital assets	<u>\$ 51,801</u>	<u>\$ 52,130</u>	<u>\$ 43,371</u>	<u>\$ 46,208</u>	<u>\$ 95,172</u>	<u>\$ 98,338</u>



Major capital asset events during the current fiscal year included the following:

- Installation of Real Time Crime Center and License Plate Reader(LPR) devices
- Rehabilitated Lift Stations 10, 15, 46, and 56.
- Started Bill Lips Sports Complex drainage project
- Installed new playground equipment at Bill Lips Sports Complex
- Installed impact windows and doors at the Fire Station
- Installation of Cybersecurity infrastructure
- Installed new HVAC system at the Police Station

Additional information on the City’s capital assets can be found in Note 4 of this report.

**Debt Administration Activity**

At the end of the current fiscal year, the City’s total debt amounted to \$0.8 million for a note payable in the stormwater fund and a line of credit. The note payable is secured by a specific revenue source.

Additional information on the City’s long-term debt can be found in Note 6 of this report.

**City of Cooper City  
Long-term Debt  
September 30, 2023 and 2022  
(In Thousands)**

	Governmental activities		Business-type activities		Total	
	2023	2022	2023	2022	2023	2022
Notes Payable	\$ -	\$ -	\$ 762	\$ 955	\$ 762	\$ 955
Line of credit	50	-	-	-	50	-
Total debt	<u>\$ 50</u>	<u>\$ -</u>	<u>\$ 762</u>	<u>\$ 955</u>	<u>\$ 812</u>	<u>\$ 955</u>

**Economic Factors and Next Year’s Budgets and Rates**

The State of Florida, by constitution, does not have a state personal income tax, and therefore, the State operates primarily using sales, gasoline, and corporate income taxes. Local governments (for example, cities, counties, and school boards) primarily rely on property taxes and a limited array of permitted taxes (sales, communication, gasoline, utilities services, etc.) and fees (franchise, building permits, recreation, etc.) to cover governmental activities. There is a limited number of state-shared revenues and recurring and non-recurring (one-time) grants from both the state and federal governments. For the business-type and certain governmental activities (fire service, building inspections, recreational programs, etc.) the user pays a related fee or charge associated with the service.

Property tax is the largest single General Fund revenue source accounting for 48.78% of General Fund Revenue. The taxable valuation for the City for tax year 2023, for which the fiscal year 2024 Adopted Budget is based on, was \$4,049,5219,480 and represents a 10% increase over the tax year 2022 taxable valuation. The fiscal year 2024 Adopted Budget reflects a millage rate of 5.8650, decreasing by .17% from the adopted millage rate for fiscal year 2023. The increase in property values is estimated to generate an additional \$2.107 million in property tax revenue in fiscal year 2024.

This increase will allow the City to start building its general fund reserve, while paying for rising cost centers including public safety, and overall personnel costs, utilities, and supplies.

The City is financially stable and has no debt, a rare occurrence in today's municipal world. However, the City is embarking on a new five year capital plan to address significant infrastructure needs of the City. Furthermore, the City plans to utilize our ARPA funding legally through appropriate processes to increase our fund balance as seed money to leverage for future grant opportunities.

The City is emphasizing a disciplined approach in its allocation of resources and fiscal prudence to keep fund balance in the general fund to a level in excess of its minimum fund balance policy. This is a vital step to help ensure the City maintains a strong fiscal community.

***Requests for Information***

This financial report is designed to provide a general overview of the City of Cooper City's finances to all interested parties. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Finance Director, 9090 SW 50th Place, Cooper City, Florida 33328.

**City of Cooper City, Florida**  
**Statement of Net Position**  
**September 30, 2023**

	<b>Primary Government</b>		
	<b>Governmental Activities</b>	<b>Business-type Activities</b>	<b>Total</b>
<b>Assets:</b>			
Cash, cash equivalents and investments	\$ 37,816,495	\$ 16,871,416	\$ 54,687,911
Accounts receivable, (net of allowances)	2,969,989	1,326,657	4,296,646
Leased assets receivable, net	330,708	-	330,708
Interest receivable	3,444	-	3,444
Advances to other funds	-	406,993	406,993
Inventories	47,031	-	47,031
Prepays	-	3,500,000	3,500,000
Restricted asset, cash and cash equivalents	-	1,202,575	1,202,575
Capital assets:			
Non-depreciable	31,716,976	1,185,961	32,902,937
Depreciable, net	20,084,549	42,185,662	62,270,211
<b>Total assets</b>	<u>92,969,192</u>	<u>66,679,264</u>	<u>159,648,456</u>
<b>Deferred Outflows of Resources:</b>			
Deferred outflows related to pensions	8,719,267	1,849,499	10,568,766
Deferred outflows related to OPEB	724,369	548,003	1,272,372
<b>Total deferred outflows of resources</b>	<u>9,443,636</u>	<u>2,397,502</u>	<u>11,841,138</u>
<b>Liabilities:</b>			
Accounts payable	948,006	282,817	1,230,823
Accrued liabilities	1,816,067	129,600	1,945,667
Deposits	57,500	1,202,575	1,260,075
Unearned revenue	13,053,815	25,639	13,079,454
Advances from other funds	406,993	-	406,993
Noncurrent liabilities:			
Due within one year	2,377,053	972,462	3,349,515
Due in more than one year	18,098,713	7,029,909	25,128,622
<b>Total liabilities</b>	<u>36,758,147</u>	<u>9,643,002</u>	<u>46,401,149</u>
<b>Deferred Inflows of Resources:</b>			
Deferred outflows related to pensions	192,110	85,138	277,248
Deferred outflows related to OPEB	797,471	602,141	1,399,612
Unavailable revenue	57,775	-	57,775
Deferred inflows related to leases	306,248	-	306,248
<b>Total deferred inflows of resources</b>	<u>1,353,604</u>	<u>687,279</u>	<u>2,040,883</u>
<b>Net Position:</b>			
Net investment in capital assets	51,801,525	42,609,591	94,411,116
Restricted for:			
Capital projects	385,613	-	385,613
Building department	2,113,233	-	2,113,233
Culture and recreation	104,102	-	104,102
Transportation	1,443,566	-	1,443,566
Public safety	108,278	-	108,278
Unrestricted	8,344,760	16,136,894	24,481,654
<b>Total net position</b>	<u>\$ 64,301,077</u>	<u>\$ 58,746,485</u>	<u>\$ 123,047,562</u>

The accompanying notes are an integral part of these financial statements.

**City of Cooper City, Florida  
Statement of Net Activities  
September 30, 2023**

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Primary Government Business-type Activities	Total
<b>Primary Government:</b>							
Governmental activities:							
General government	\$ 7,215,269	\$ 484,062	\$ -	\$ -	\$ (6,731,207)	\$ -	\$ (6,731,207)
Public safety	32,271,239	7,976,544	-	-	(24,294,695)	-	(24,294,695)
Physical environment	756,367	-	2,030,311	-	1,273,944	-	1,273,944
Transportation	1,191,226	-	-	-	(1,191,226)	-	(1,191,226)
Culture and recreation	6,509,859	757,046	-	39,988	(5,712,825)	-	(5,712,825)
Human services	119	-	-	-	(119)	-	(119)
Amortization ROU Lease	13,526	-	-	-	(13,526)	-	(13,526)
Interest on interfund loan	28,537	-	-	-	(28,537)	-	(28,537)
Interest and other fiscal charges on line of credit	40,672	-	-	-	(40,672)	-	(40,672)
Total governmental activities	48,026,814	9,217,652	2,030,311	39,988	(36,738,863)	-	(36,738,863)
Business-Type Activities:							
Parking	106,077	149,887	-	-	-	43,810	43,810
Water and sewer	12,070,185	13,810,801	-	259,194	-	1,999,810	1,999,810
Stormwater	502,049	556,948	-	-	-	54,899	54,899
Total business-type activities	12,678,311	14,517,636	-	259,194	-	2,098,519	2,098,519
Total	\$ 60,705,125	\$ 23,735,288	\$ 2,030,311	\$ 299,182	\$ (36,738,863)	\$ 2,098,519	\$ (34,640,344)
General revenues:							
Property taxes					20,808,042	-	20,808,042
Franchise fees and utility taxes					7,666,785	-	7,666,785
Local option sales tax					2,884,543	-	2,884,543
Local option gasoline tax					598,689	-	598,689
Local business tax					355,730	-	355,730
Unrestricted intergovernmental revenues					3,075,216	-	3,075,216
Investment income					822,845	350,997	1,173,842
Interest from interfund loan					-	28,537	28,537
Miscellaneous					226,194	1,124	227,318
Transfers in (out)					1,515,797	(1,515,797)	-
Total general revenues and transfers					37,953,841	(1,135,139)	36,818,702
Change in net position					1,214,978	963,380	2,178,358
Net position, beginning of year					63,086,099	57,783,105	120,869,204
Net position, end of year					\$ 64,301,077	\$ 58,746,485	\$ 123,047,562

The accompanying notes are an integral part of these financial statements.

**City of Cooper City, Florida  
Balance Sheet  
Governmental Funds  
September 30, 2023**

	General Fund	Capital Improvement Fund	ARPA Fund	Nonmajor Governmental Funds	Total Governmental Funds
<b>Assets:</b>					
Cash, cash equivalents and investments	\$ 20,690,716	\$ 839,966	\$ 12,385,956	\$ 3,899,857	\$ 37,816,495
Accounts receivable, net	2,816,532	-	-	153,457	2,969,989
Leased assets receivable, net	330,708	-	-	-	330,708
Interest receivable	3,444	-	-	-	3,444
Inventories	47,031	-	-	-	47,031
Total assets	<u>\$ 23,888,431</u>	<u>\$ 839,966</u>	<u>\$ 12,385,956</u>	<u>\$ 4,053,314</u>	<u>\$ 41,167,667</u>
<b>Liabilities, Deferred Inflows of Resources and Fund Balances:</b>					
Liabilities:					
Accounts payable	\$ 827,493	\$ 47,360	\$ 20,173	\$ 52,980	\$ 948,006
Accrued liabilities	1,786,679	-	-	29,388	1,816,067
Deposits	57,500	-	-	-	57,500
Unearned revenue	688,032	-	12,365,783	-	13,053,815
Advances from other funds	-	406,993	-	-	406,993
Total liabilities	<u>3,359,704</u>	<u>454,353</u>	<u>12,385,956</u>	<u>82,368</u>	<u>16,282,381</u>
<b>Deferred Inflows of Resources:</b>					
Deferred inflows related to leases	306,248	-	-	-	306,248
Unavailable revenue	46,991	-	-	10,784	57,775
Total deferred inflow of resources	<u>353,239</u>	<u>-</u>	<u>-</u>	<u>10,784</u>	<u>364,023</u>
<b>Fund Balances:</b>					
Nonspendable	47,031	-	-	-	47,031
Restricted					
Capital projects	-	385,613	-	-	385,613
Building department	-	-	-	2,113,233	2,113,233
Culture and recreation	-	-	-	104,102	104,102
Transportation	-	-	-	1,443,566	1,443,566
Public safety	-	-	-	108,278	108,278
Committed to:					
Emergency preparedness	3,000,000	-	-	-	3,000,000
Assigned to:					
Subsequent year appropriations	396,121	-	830,716	190,983	1,417,820
Unassigned	16,732,336	-	(830,716)	-	15,901,620
Total fund balances	<u>20,175,488</u>	<u>385,613</u>	<u>-</u>	<u>3,960,162</u>	<u>24,521,263</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 23,888,431</u>	<u>\$ 839,966</u>	<u>\$ 12,385,956</u>	<u>\$ 4,053,314</u>	<u>\$ 41,167,667</u>

**City of Cooper City, Florida**  
**Reconciliation of the Balance Sheet of Governmental Funds**  
**to the Statement of Net Position**  
**September 30, 2023**

**Fund Balances - Total Governmental Funds**

**\$ 24,521,263**

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in the governmental activities are not financial resources and, therefore, are not reported in the funds.

Governmental capital assets	97,755,595	
Less: Accumulated depreciation	(45,954,070)	
Assets - right of use	27,090	
Less: Accumulated amortization - right of use	<u>(27,090)</u>	51,801,525

Deferred outflows, deferred inflows, the net pension liability and the total OPEB liability related to the City's pension and OPEB plans are not expected to be liquidated with expendable available financial resources and, therefore are not reported in the funds

Deferred outflows - pensions and OPEB	9,443,636	
Deferred inflows - pensions and OPEB	(989,581)	
Total OPEB liability	(3,758,326)	
Net pension liability	<u>(16,242,636)</u>	(11,546,907)

Certain liabilities are not due and payable in the current period and are therefore not reported in the funds.

Compensated absences	(424,803)	
Line of Credit	<u>(50,001)</u>	<u>(474,804)</u>

**Net Position of Governmental Activities**

**\$ 64,301,077**

**City of Cooper City, Florida**  
**Statement of Revenues, Expenditures and Changes in Fund Balances-**  
**Governmental Funds**  
**for the Year Ended September 30, 2023**

	<b>General Fund</b>	<b>Capital Improvement Fund</b>	<b>ARPA Fund</b>	<b>Nonmajor Governmental Funds</b>	<b>Total Governmental Funds</b>
<b>Revenues:</b>					
Property taxes	\$ 20,808,042	\$ -	\$ -	\$ -	\$ 20,808,042
Franchise fees and utility taxes	7,666,785	-	-	-	7,666,785
Local business tax	376,010	-	-	-	376,010
Licenses and permits	-	-	-	1,699,153	1,699,153
Intergovernmental	5,646,090	39,988	2,018,132	924,537	8,628,747
Charges for services	7,070,094	-	-	84,213	7,154,307
Fines and forfeitures	137,770	-	-	437	138,207
Impact fees	-	203,314	-	-	203,314
Investment income	739,532	10,518	-	75,186	825,236
Miscellaneous	222,942	-	-	3,252	226,194
<b>Total revenues</b>	<b>42,667,265</b>	<b>253,820</b>	<b>2,018,132</b>	<b>2,786,778</b>	<b>47,725,995</b>
<b>Expenditures:</b>					
Current:					
General government	5,233,016	-	588,790	-	5,821,806
Public safety	28,768,568	-	-	1,091,170	29,859,738
Physical environment	523,989	-	-	-	523,989
Transportation	-	-	-	931,894	931,894
Culture and recreation	4,379,010	13,543	-	3,501	4,396,054
Capital outlay	154,549	209,388	1,429,342	120,212	1,913,491
Interest on interfund loan	-	28,537	-	-	28,537
Debt service:					
Debt service principal	40,824	-	-	-	40,824
Interest and other fiscal charges on line of credit	40,672	-	-	-	40,672
<b>Total expenditures</b>	<b>39,140,628</b>	<b>251,468</b>	<b>2,018,132</b>	<b>2,146,777</b>	<b>43,557,005</b>
Excess of revenues over expenditures	3,526,637	2,352	-	640,001	4,168,990
<b>Other financing sources (uses):</b>					
Proceeds from debt	50,001	-	-	-	50,001
Transfers in	2,219,395	800,491	-	390,204	3,410,090
Transfers out	(1,152,198)	(417,230)	-	(324,865)	(1,894,293)
<b>Total other financing sources</b>	<b>1,117,198</b>	<b>383,261</b>	<b>-</b>	<b>65,339</b>	<b>1,565,798</b>
<b>Net change in fund balances</b>	<b>4,643,835</b>	<b>385,613</b>	<b>-</b>	<b>705,340</b>	<b>5,734,788</b>
<b>Fund Balances, Beginning of Year</b>	<b>15,531,653</b>	<b>-</b>	<b>-</b>	<b>3,254,822</b>	<b>18,786,475</b>
<b>Fund Balances, End of Year</b>	<b>\$ 20,175,488</b>	<b>\$ 385,613</b>	<b>\$ -</b>	<b>\$ 3,960,162</b>	<b>\$ 24,521,263</b>

The accompanying notes are an integral part of these financial statements.

**City of Cooper City, Florida**  
**Reconciliation of the Statement of Revenues, Expenditures**  
**and Changes in Fund Balances of Governmental Funds**  
**to the Statement of Activities**  
**for the Year Ended September 30, 2023**

**Net Change in Fund Balances - Total Governmental Funds** **\$ 5,734,788**

Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of these assets are depreciated over their estimated useful lives.

Expenditures for capital and right of use assets	\$ 1,913,491	
Less net book value of disposed capital assets	(31,481)	
Less current year depreciation of capital assets	(2,210,951)	
Less amortization of right of use assets	(13,526)	
Net adjustment	(342,467)	(342,467)

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction however, has any effect on net position.

Proceeds from line of credit	(50,001)	
Principal Payments	40,824	(9,177)
	(9,177)	

Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore, are not reported as expenditures in governmental funds.

Change in compensated absences	21,104	
OPEB benefit	123,971	
Pension benefit	(4,313,241)	(4,168,166)
	(4,168,166)	

**Change in net position of governmental activities** **\$ 1,214,978**



**City of Cooper City, Florida**  
**Statement of Net Position**  
**Proprietary Funds**  
**September 30, 2023**

	Major		Non-major	Total
	Water and Sewer Fund	Stormwater Fund	Parking Lot Fund	
<b>Assets:</b>				
Current assets				
Cash, cash equivalents, and investments	\$ 16,466,918	\$ 294,285	\$ 110,213	\$ 16,871,416
Restricted cash, cash equivalents and investments	1,179,050	-	23,525	1,202,575
Accounts receivable, net	1,255,849	61,113	9,695	1,326,657
Advances to other funds	406,993	-	-	406,993
Total current assets	19,308,810	355,398	143,433	19,807,641
<b>Noncurrent assets:</b>				
Prepays	3,500,000	-	-	3,500,000
Capital assets, non-depreciable	650,469	-	535,492	1,185,961
Capital assets, depreciable, net	37,710,650	4,287,798	187,214	42,185,662
Total noncurrent assets	41,861,119	4,287,798	722,706	46,871,623
Total assets	61,169,929	4,643,196	866,139	66,679,264
<b>Deferred outflows of resources:</b>				
Deferred outflows relating to pensions	1,763,717	85,782	-	1,849,499
Deferred outflows relating to other post employment benefits (OPEB)	532,405	15,598	-	548,003
Total deferred outflows of resources	2,296,122	101,380	-	2,397,502
<b>Total Assets and Deferred Outflows of Resources</b>	<b>\$ 63,466,051</b>	<b>\$ 4,744,576</b>	<b>\$ 866,139</b>	<b>\$ 69,076,766</b>
<b>Liabilities:</b>				
Current liabilities				
Accounts payable	278,332	2,708	1,777	282,817
Accrued liabilities	116,437	12,534	629	129,600
Unearned revenue	-	-	25,639	25,639
Notes payable	-	196,926	-	196,926
Compensated absences	91,860	6,290	-	98,150
OPEB liability	251,665	7,498	-	259,163
Net pension liability	401,990	16,233	-	418,223
Deposits payable - from restricted assets	1,179,050	-	23,525	1,202,575
Total current liabilities	2,319,334	242,189	51,570	2,613,093
<b>Noncurrent liabilities:</b>				
Compensated absences	275,581	18,869	-	294,450
Notes payables, net of current portion	-	565,106	-	565,106
OPEB liability	2,253,029	67,121	-	2,320,150
Net pension liability	3,700,763	149,440	-	3,850,203
Total noncurrent liabilities	6,229,373	800,536	-	7,029,909
Total liabilities	8,548,707	1,042,725	51,570	9,643,002
<b>Deferred inflows of resources:</b>				
Deferred inflows relating to pensions	84,102	1,036	-	85,138
Deferred inflows relating to other post employment benefits (OPEB)	585,006	17,135	-	602,141
Total deferred inflows of resources	669,108	18,171	-	687,279
<b>Net position:</b>				
Net investment in capital assets	38,361,119	3,525,766	722,706	42,609,591
Unrestricted	15,887,117	157,914	91,863	16,136,894
Total net position	\$ 54,248,236	\$ 3,683,680	\$ 814,569	\$ 58,746,485

The accompanying notes are an integral part of these financial statements.

**City of Cooper City, Florida**  
**Statement of Revenues, Expenses and Changes in Fund Net Position**  
**Proprietary Funds**  
**for the Year Ended September 30, 2023**

	Major		Non-major	Total
	Water and Sewer Fund	Stormwater Fund	Parking Lot Fund	
<b>Operating Revenues:</b>				
Charges for services	\$ 13,810,801	\$ 556,948	\$ 149,887	\$ 14,517,636
Miscellaneous	681	-	443	1,124
Total operating revenues	13,811,482	556,948	150,330	14,518,760
<b>Operating Expenses:</b>				
Personnel services and benefits	4,647,539	156,992	18,388	4,822,919
Professional services	405,915	68,356	30,657	504,928
Materials and supplies	1,090,970	5,334	-	1,096,304
Utilities	945,378	-	7,641	953,019
Insurance	515,579	-	-	515,579
Repairs and maintenance	934,810	17,347	12,486	964,643
Miscellaneous	178,088	119	-	178,207
Depreciation	3,351,906	233,844	36,905	3,622,655
Total operating expenses	12,070,185	481,992	106,077	12,658,254
<b>Operating income</b>	<b>1,741,297</b>	<b>74,956</b>	<b>44,253</b>	<b>1,860,506</b>
<b>Nonoperating Revenues (Expenses):</b>				
Interest on interfund loan	28,537	-	-	28,537
Investment income	345,869	5,422	(294)	350,997
Interest expense	-	(20,057)	-	(20,057)
Total nonoperating revenues and (expenses)	374,406	(14,635)	(294)	359,477
Income before capital contributions and transfers	2,115,703	60,321	43,959	2,219,983
<b>Capital Contributions and Transfers:</b>				
Capital contributions	259,194	-	-	259,194
Transfers in	417,230	-	-	417,230
Transfers out	(1,834,139)	(67,328)	(31,560)	(1,933,027)
Total capital contributions and transfers	(1,157,715)	(67,328)	(31,560)	(1,256,603)
<b>Change in net position</b>	<b>957,988</b>	<b>(7,007)</b>	<b>12,399</b>	<b>963,380</b>
<b>Total Net Position, Beginning of Year</b>	<b>53,290,248</b>	<b>3,690,687</b>	<b>802,170</b>	<b>57,783,105</b>
<b>Total Net Position, End of Year</b>	<b>\$ 54,248,236</b>	<b>\$ 3,683,680</b>	<b>\$ 814,569</b>	<b>\$ 58,746,485</b>

The accompanying notes are an integral part of these financial statements.

**City of Cooper City, Florida**  
**Statement of Cash Flows**  
**Proprietary Funds**  
**for the Year Ended September 30, 2023**

	Major		Non-major	Total
	Water and Sewer Fund	Storm Water Fund	Parking Lot Fund	
<b>Cash Flows from Operating Activities:</b>				
Cash received from customers for services	\$ 13,879,149	\$ 565,743	\$ 152,295	\$ 14,597,187
Cash payments to suppliers for goods and services	(4,048,725)	(97,552)	(49,657)	(4,195,934)
Cash payments to employees for services	(4,480,435)	(142,269)	(11,346)	(4,634,050)
Net cash provided by operating activities	5,349,989	325,922	91,292	5,767,203
<b>Cash Flows from Noncapital Financing Activities:</b>				
Transfer to other funds	(1,834,139)	(67,328)	(31,560)	(1,933,027)
Proceeds from advances to other funds	388,693	-	-	388,693
Transfer from other funds	417,230	-	-	417,230
Net cash (used for) noncapital financing activities	(1,028,216)	(67,328)	(31,560)	(1,127,104)
<b>Cash Flows from Capital and Related Financing Activities:</b>				
Principal paid on note payable	-	(192,518)	-	(192,518)
Acquisition and construction of capital assets	(781,188)	(4,963)	-	(786,151)
Lease payments received, net	-	-	1,602	1,602
Interest paid	-	(20,057)	-	(20,057)
Net cash (used for) capital and related financing activities	(781,188)	(217,538)	1,602	(997,124)
<b>Cash Flows from Investing Activities:</b>				
Proceeds from capital contributions	259,194	-	-	259,194
Interest received	374,406	5,422	(294)	379,534
Net cash provided by (used in) investing activities	633,600	5,422	(294)	638,728
Net increase (decrease) in cash, cash equivalents and investments	4,174,185	46,478	61,040	4,281,703
<b>Cash, Cash Equivalents and Investments, Beginning of Year</b>	13,471,783	247,807	72,698	13,792,288
<b>Cash, Cash Equivalents and Investments, End of Year</b>	\$ 17,645,968	\$ 294,285	\$ 133,738	\$ 18,073,991
<b>Displayed as:</b>				
Cash, cash equivalents, and investments	\$ 16,466,918	\$ 294,285	\$ 110,213	\$ 16,871,416
Restricted - Cash, cash equivalents, and investments	1,179,050	-	23,525	1,202,575
Total cash, cash equivalents, and investments	\$ 17,645,968	\$ 294,285	\$ 133,738	\$ 18,073,991

The accompanying notes are an integral part of these financial statements.

**City of Cooper City, Florida**  
**Statement of Cash Flows**  
**Proprietary Funds**  
**for the Year Ended September 30, 2023**  
**(Continued)**

	Major		Non-major	Total
	Water and Sewer Fund	Storm Water Fund	Parking Lot Fund	
<b>Reconciliation of Operating Income to Net Cash Provided by (Used in) Operating Activities:</b>				
<b>Operating income</b>	\$ 1,741,297	\$ 74,956	\$ 44,253	\$ 1,860,506
<b>Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities:</b>				
Depreciation	3,351,906	233,844	36,905	3,622,655
Change in operating assets and liabilities:				
<b>Decrease (Increase) in assets:</b>				
Accounts receivable	46,342	8,795	2,210	57,347
Net pension asset	703,503	38,373	-	741,876
Pension deferred outflow of resources	(976,567)	(65,808)	-	(1,042,375)
OPEB deferred outflow of resources	130,042	4,351	-	134,393
Increase (decrease) in liabilities:				
Accounts payable	22,015	(6,396)	1,127	16,746
Accrued payroll	15,476	(42)	7,042	22,476
Customer deposits	21,325	-	125	21,450
Compensated absences	(35,167)	(518)	-	(35,685)
Unearned revenue	-	-	(370)	(370)
Net pension liability	2,764,356	165,673	-	2,930,029
OPEB liability	(91,734)	(3,069)	-	(94,803)
Deferred inflows relating to pensions	(2,220,804)	(120,155)	-	(2,340,959)
Deferred inflows relating to OPEB	(122,001)	(4,082)	-	(126,083)
<b>Net Cash Provided by Operating Activities</b>	<u>\$ 5,349,989</u>	<u>\$ 325,922</u>	<u>\$ 91,292</u>	<u>\$ 5,767,203</u>

The accompanying notes are an integral part of these financial statements.

**City of Cooper City, Florida**  
**Statement of Fiduciary Net Position**  
**Fiduciary Funds**  
**September 30, 2023**

	<b>Pension Trust Funds</b>
<b>Assets:</b>	
Cash and cash equivalents	\$ 2,016,771
Receivables/prepays:	
Employer contributions	897,385
State/other	620,536
AR- sale of investments	82,482
Prepaid items	7,279
Interest receivable	241,790
Other receivables	903
Total current assets	<u>3,867,146</u>
Investments, at fair value:	
Certificates of deposits	34,397
U.S. government and agency securities	10,478,094
Corporate bonds	11,127,787
Equity securities	34,144,011
Equity mutual funds	20,939,988
Collateralized mortgage obligations	1,528,310
Mortgage/asset backed securities	1,654,132
Municipal obligations	125,458
Foreign bonds notes & debentures	88,802
Commingled real estate funds	14,682,427
Total investments	<u>94,803,406</u>
Total assets	<u><u>98,670,552</u></u>
<b>Liabilities:</b>	
Accounts payable	144,392
Total liabilities	<u>144,392</u>
<b>Deferred Inflows:</b>	
Advanced contributions from employer	161,497
Total deferred inflows	<u>161,497</u>
<b>Net Position:</b>	
Restricted for pension benefits - active and retired members' benefits	98,364,663
Total net position restricted for benefits	<u>\$ 98,364,663</u>

**City of Cooper City, Florida**  
**Statement of Changes in Net Position**  
**Fiduciary Funds**  
**for the Year Ended September 30, 2023**

	<b>Pension Trust Funds</b>
<b>Additions:</b>	
Contributions:	
City	\$ 1,177,643
Employees	238,775
State/other	995,183
Total contributions	<u>2,411,601</u>
<b>Investment income (Loss):</b>	
Net increase in fair value	5,565,456
Interest, dividends and other investment earnings	2,363,826
Less investment expenses	<u>(543,009)</u>
Net investment income	<u>7,386,273</u>
 Total additions	 9,797,874
<b>Deductions:</b>	
Pension benefits	6,362,555
DROP distributions	173,022
Share distributions	65,822
Refund contributions	183,080
Administrative expenses	317,620
Total deductions	<u>7,102,099</u>
 Change in net position	 2,695,775
 Net position, restricted for pension benefits	
<b>Net Position, October 1</b>	<u>95,668,888</u>
<b>Net Position, September 30</b>	<u>\$ 98,364,663</u>

## Note 1. Summary of Significant Accounting Policies

### A. Reporting Entity

The City of Cooper City, Florida (the "City") was incorporated in 1959, pursuant to Chapter 59-1195, *Laws of Florida*, and currently operates under a Commission-Manager form of government. A Mayor and four-member Commission are elected to serve as the executive and legislative body for the City. The City provides the following types of services: public safety (fire protection, sanitation, emergency medical services ("EMS"), code enforcement and police), parks and recreation, public improvements, growth management, water and sewer, stormwater, transportation, and community and general administrative services.

The accompanying financial statements present the City's primary government, organizations for which the City is considered to be financially accountable and the other organizations for which the nature and significance of their relationship with the City are such that, if excluded, the financial statement of the City would be considered incomplete or misleading. There are no entities considered to be component units of the City. Therefore, the financial statements include only the operations of the City.

The City's financial statements include three single-employer public employee retirement systems ("PERS") established and administered by the City to provide pension benefits for its employees. The City also participates in a cost sharing multiple-employer pension plan and an agent multiple employer pension plan that publish their own financial statements and supplementary information.

### B. Government-wide and Fund Financial Statements

The financial statements of the City have been prepared in conformity with accounting principles generally accepted in the United States (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Effective for fiscal year end September 30, 2023, the City implemented four new GASB statements of financial accounting standards.

*Statement No. 91, Conduit Debt Obligations*, was issued in May 2019. This Statement will provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice related to commitments extended by issues, arrangements associated with conduit debt obligations, and related note disclosures. This Statement will also clarify the existing definition of a conduit debt obligation, establish that a conduit debt obligation is not a liability of the issuer, establish standards for accounting and financial reporting of additional/voluntary commitments extended by issuers and arrangements associated with conduit debt obligations, and improve required note disclosures. The provisions for this Statement are effective for the fiscal year ending September 30, 2023.

*Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, was issued in March 2020. This Statement will improve financial reporting by addressing issues related to public-private and public-public partnership arrangements. In addition, the Statement provides

## Note 1. Summary of Significant Accounting Policies (Continued)

### B. Government-wide and Fund Financial Statements (Continued)

guidance for accounting and financial reporting for availability payment arrangements. The provisions for this Statement are effective for the fiscal year ending September 30, 2023.

*Statement No. 96, Subscription-Based Information Technology Arrangements*, was issued in May 2020. This Statement will provide guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments) by defining a SBITA, establishing the asset as an intangible asset with a corresponding subscription liability, providing capitalization criteria, and requiring certain note disclosures related to a SBITA. The provisions for this Statement are effective for the fiscal year ending September 30, 2023.

**Pronouncements Issued But Not Yet Adopted** - The City's management has not yet determined the effect these statements will have on the City's financial statements.

*Statement No. 99, Omnibus 2022*, was issued in April 2022. This Statement will enhance comparability in accounting and financial reporting and improve the consistency of authoritative literature by addressing (1) practice issues that have been identified during implementation and application of certain GASB Statements and (2) accounting and financial reporting for financial guarantees. Some provisions of this Statement are effective immediately, and others will take effect for fiscal years ending September 30, 2024.

*Statement No. 100 - Accounting Changes and Error Corrections- an amendment of GASB Statement No. 62*, was issued in June 2022. This Statement will enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. The provisions of this Statement are effective for the fiscal year ending September 30, 2024.

*Statement No. 101- Compensated Absences*, was issued in June 2022. This Statement will aim to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The provisions of this Statement are effective for the fiscal year ending September 30, 2025.

### C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government and its component units. Fiduciary funds have been excluded from this presentation since these resources are not available for general government funding purposes. These statements report on the government as a whole and provide a consolidated financial picture of the government. As part of the consolidation process, interfund activities are eliminated to avoid distorted financial results.

The amounts reported as internal balances represent the residual amounts due between governmental and business-type activities. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.



## Note 1. Summary of Significant Accounting Policies (Continued)

### C. Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

The statement of activities demonstrates the degree to which the direct expenses of given functions or segments are offset by program revenues. Direct expenses are those expenses that are clearly identifiable within a specific function or segment. Program revenues include 1) charges to customers for goods, services, or privileges provided and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Since the governmental fund financial statements are presented on a different measurement focus and basis of accounting than the government-wide statements, a reconciliation is provided which briefly explains the adjustments necessary to reconcile the governmental fund financial statements to the governmental activities of the government-wide presentations.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

Fiduciary funds are presented in the fund financial statements by type. Since by definition these assets are being held for the benefit of a third party (pension participants, other local governments, individuals, etc.) and cannot be used to address activities or obligations of the government, these funds are not incorporated into the government-wide statements.

Measurement focus is used to describe types of transactions and events reported in a fund's operating statement. Basis of accounting is when revenues and expenditures/expenses are recognized in accounts and reported in the financial statements. Basis is also related to the timing of the measurement made, regardless of the measurement focus applied.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized in the accounting period in which they become measurable and available to finance expenditures of the current period. Measurable is the amount of the transaction that can be determined and available is collectible within the current period or soon enough thereafter to pay liabilities of the current period. The City considers revenues to be available if they are collected within 60 days of the end of the fiscal year. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, claims, and judgment, are recorded only when payment is due.

Property taxes, sales taxes, franchise taxes, utility service taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and are recorded as earned since they are measurable and available. In applying the susceptible to accrual concept to intergov-

## Note 1. Summary of Significant Accounting Policies (Continued)

### C. Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

ernmental revenues, revenues are recognized when all eligibility requirements are met. All other revenue items are considered to be measurable and available only when cash is received by the City.

The financial transactions of the City are recorded in individual funds. The operations of each fund are accounted for using a separate set of self-balancing accounts. These accounts consist of assets, liabilities, deferred outflows of resources, deferred inflows of resources, fund equities, revenues, and expenditures/expenses. Fund accounting is used to demonstrate legal compliance and to assist financial management by segregating transactions related to certain government functions or activities. Generally accepted accounting principles establish minimum criteria to determine major funds. These criteria consist of a percentage of the assets, liabilities, deferred outflows/inflows of resources, revenues, and expenditures/expenses of the applicable fund category and the governmental and enterprise funds combined. Nonmajor funds are presented in the single column in the respective fund statements.

The City reports the following major governmental funds:

*General Fund* - This fund is the City's primary operating fund and is used to account for all financial transactions, except those required to be accounted for in another fund. Revenue is derived primarily from property taxes, utility service taxes, franchise taxes, licenses and permits, intergovernmental, and charges for services. General operating expenditures, fixed charges, and capital outlay costs that are not paid through other funds are paid from the General Fund.

*Capital Improvement Fund* - This fund is used to account for the acquisition/construction of major capital improvements.

*American Rescue Plan Act (ARPA) Fund* - This fund is used to account for ARPA federal grant funds provided for eligible expenses including, but not limited to governmental services/revenue replacement, infrastructure, public health, negative economic impact, premium pay, and services to disproportionately impacted communities.

The other governmental funds are a summary of all the nonmajor governmental funds and consist of only one fund type as detailed below.

*Special Revenue Funds* - These funds are used to account for resources which are legally restricted for the financing of particular activities or projects and include the Building Inspection, Road and Bridge, Police Confiscation, and Tree Trust Funds.

The City reports the following major proprietary funds:

*Water and Sewer Fund* - This fund is used to account for water and wastewater services provided to the residents of the City.

*Stormwater Fund* - This fund is used to account for the stormwater control activities of the City.

The City also reports the following nonmajor proprietary fund:

*Parking Lot Fund* - This fund is used to account for the revenues and expenses related to the maintenance of the City's two vehicle storage lots.

Additionally, the City reports the following fund type:

## Note 1. Summary of Significant Accounting Policies (Continued)

### C. Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

#### Fiduciary Funds:

The *Pension Trust Funds* are used to account for the General Employees' Pension Plan ("GEPP"), the City's Firefighters Retirement Plan ("FRP") and the City's Police Officers Retirement Plan ("PORP"), which accumulate resources for pension benefits.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the City's water and sewer function and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include property taxes.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the proprietary funds are charges to customers for services. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, and then unrestricted resources as they are needed. Unrestricted resources are used in the following order: committed, assigned and then unassigned. Unassigned fund balance is used last.

### D. Assets, Liabilities, Deferred Outflows/(Inflows) of Resources, and Net Position/Fund Balance

**Cash and cash equivalents and investments:** The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments (including restricted assets) with original maturities of three (3) months or less from the date of acquisition, Florida's State Board of Administration's (SBA) Florida PRIME Investment Pool ("Florida PRIME"), money market accounts, and equity in the City's pooled cash.

State statutes require all deposits of the City, including demand deposit accounts, time deposit accounts and money market accounts be held in institutions designated by the Treasurer of the State of Florida as "qualified depositories" and accordingly, are covered by a collateral pool as required by that statute.

Pooled cash is an investment tool employed by the City that maximizes earning potential by investing large amounts of idle cash for short periods of time. It is available for use by all funds with the exception of cash and investments required to be segregated due to legal restrictions or bond covenants. Income earned from the pooling of investments is allocated to the respective funds. Each fund's equity in the City's pooled cash is considered to be a cash equivalent since the funds can deposit or effectively withdraw cash at any time without prior notice or penalty.

## Note 1. Summary of Significant Accounting Policies (Continued)

### D. Assets, Liabilities, Deferred Outflows/(Inflows) of Resources, and Net Position/Fund Balance (Continued)

In addition to insurance provided by the Federal Depository Insurance Corporation, all deposits are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds. Under Florida Statutes Chapter 280, Florida Security for Public Deposits Act, the State Treasurer requires all Florida qualified depositories to deposit with the Treasurer of other banking institutions eligible collateral. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses. Accordingly, all amounts reported as deposits are insured or collateralized with securities held by the entity or its agent in the entity's name.

The City invests surplus funds in a variety of investment vehicles including the Florida PRIME, an external investment pool. The City owns shares of the pool and not the underlying securities. The SBA administers the fund and provides regulatory oversight. Florida PRIME is governed by Chapters 215 and 218, Florida Statutes, and Chapter 19-7, Florida Administrative Code. These rules provide guidance and establish policies/general operating procedures for administration of the pool.

The Florida PRIME has adopted operating procedures consistent with the requirement for a 2a-7 like fund. A 2a-7 like external investment pool is one that is not registered with the Securities and Exchange Commission (SEC) as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with SEC Rule 2a-7, which governs the operation of SEC regulated money market funds. The City's investment in the Florida PRIME is reported at amortized cost. The fair value of the position in the pool is equal to the value of the pool shares. The Florida PRIME is rated by Standard and Poor's and has a current rating of AAAm. The investments in Florida PRIME are not insured by FDIC or any other governmental agency.

In addition, the City also invests surplus funds in the Florida Municipal Investment Trust (FMIvT). The Florida Municipal Investment Trust was created under the laws of the State of Florida to provide eligible units of local government with an investment vehicle to pool their surplus funds and to reinvest such funds in one or more investment portfolios under the direction and daily supervision of an investment advisor. The Florida League of Cities serves as the administrator, investment manager and secretary-treasurer of the Trust. The City holds investments in the 0-2 Year High Quality Bond Fund, 1-3 year High Quality Bond Fund, and Intermediate High Quality Bond Fund. Most of the security prices were obtained from a pricing service, Interactive Data Corporation (IDC). While the underlying asset values are based on quoted prices or market-corroborated inputs, the net asset value of the portfolio is not publicly quoted, and are Level 2 investments - Observable Inputs, other than quoted market prices. Contribution and redemption transaction requests are submitted in writing to the Portfolio's Custodian five days in advance of a Portfolio Valuation. Redemption may be limited to \$2 million or 10 percent of the Portfolio's net asset value, whichever is greater if the redemption significantly adversely affects the net asset value of the Portfolio. Additionally, the Trust may suspend or postpone redemptions due to: (i) closure of the New York Stock Exchange, other than a customary weekend or holiday closure, (ii) trading restrictions on the New York Stock Exchange, or (iii) an emergency that would make it reasonably impractical for the Trust to fairly determine the value of its net assets. All income earned and capital gains realized by the Portfolio are retained by the Portfolio and reinvested.

The City previously adopted GASB Statement No. 79, Certain External Investment Pools and Pool Participants (applicable to the Florida PRIME account) which requires the disclosure of the presence of any limitations or restrictions on withdrawals in the notes to the financial statements. Chapter

## Note 1. Summary of Significant Accounting Policies (Continued)

### D. Assets, Liabilities, Deferred Outflows/(Inflows) of Resources, and Net Position/Fund Balance (Continued)

218.409(8)(a), Florida Statutes, states that “The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the monies in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council.

The City also invests surplus funds in the Florida Public Assets for Liquidity Management (FL PALM). FL PALM is a common law trust organized under the laws of the State of Florida and is a SEC Rule 2a-7 like external investment pool similar to money market funds in which shares are owned in the fund rather than the underlying investment. These amounts are reported at amortized cost which approximates fair value. The investments are not insured by FDIC or any other governmental agency.

The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the Executive Director until the Trustees are able to meet to review the necessity of the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days.” With regard to liquidity fees, Florida Statutes 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosures have been made. As of September 30, 2023, there were no redemption fees or maximum transaction amounts or any other requirements that serve to limit a participant’s daily access to 100 percent of their account value.

Investments are reported at fair value (quoted market price or the best available estimate thereof). However, money market investments, including short term, highly liquid investments with a remaining maturity at time of purchase of one year or less, are reported at amortized cost. Income from investments held by the individual funds is recorded in the respective fund as it is earned. All other investments owned by the City are accounted for in the City’s investment pool. Income earned from this pool is allocated to the respective funds.

**Receivables and payables:** During the course of operations, the City has numerous transactions between funds to provide goods or render services. Transactions between funds that are representative of lending/borrowing arrangements outstanding at the fiscal year end are referred to as “due to/from other funds” or “advances to/from other funds”. Any residual outstanding balances between the governmental activities and business-type activities at year end are reported in the government-wide financial statements as “internal balances”.

All trade and other receivables are shown net of allowance for uncollectibles. Long-term receivables are analyzed for their collectability based on the terms and conditions of the agreements. In addition

## Note 1. Summary of Significant Accounting Policies (Continued)

### D. Assets, Liabilities, Deferred Outflows/(Inflows) of Resources, and Net Position/Fund Balance (Continued)

to those receivables specifically identified as uncollectible, a general allowance is calculated based on the City's historical bad-debt experience.

**Inventory and prepaid items:** Inventories are valued at the lower of cost or market using the first in/first-out (FIFO) method. The costs of inventories are recorded as expenditures when purchased (purchase method). Certain payments to vendors reflecting costs applicable to future accounting periods are recorded as prepaid items in both government-wide and fund financial statements. Prepaid items in the governmental fund financial statements are classified as nonspendable fund balance. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

**Restricted assets:** Restricted assets in the enterprise funds include funds restricted for customer deposits.

**Capital assets:** Capital assets, which include land, buildings, improvements other than buildings, infrastructure, machinery and equipment, intangibles, construction in progress and lease assets, are reported in the applicable governmental or business-type activities columns in the governmentwide financial statements and in the fund financial statements for proprietary funds. The government defines capital assets as assets with an initial, individual cost of more than \$ 1,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized, but are expensed as incurred.

Major outlays for capital assets and improvements are capitalized as projects are constructed. In accordance with GASB Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*, interest incurred during the construction phase of capital assets is expensed as incurred.

Capital assets of the primary government, as well as the component units, are depreciated or amortized using the straight-line method over the following estimated useful lives:

Buildings	10-40 years
Improvements other than buildings	20-40 years
Machinery and equipment	3-10 years
Infrastructure	50 years

Contributions of funds from federal, state, or local services for the purpose of purchasing property, plant, and equipment, as well as connection fees intended to recover the cost of connecting new customers to the system are recorded as capital contributions on the proprietary statement of revenues, expenses, and changes in net position.

**Deferred outflows/inflows of resources:** In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represent a consumption of net assets that applies to future

## Note 1. Summary of Significant Accounting Policies (Continued)

### D. Assets, Liabilities, Deferred Outflows/(Inflows) of Resources, and Net Position/Fund Balance (Continued)

periods and will not be recognized as an outflow of resources (expense/expenditure) until then. The City has the following items that qualify for reporting in this category: pension and OPEB related deferred outflows reported in the government-wide statement of net position and in the statement of net position - proprietary funds. Deferred outflows of resources relating to the pension and OPEB plans (the "Plans") include contributions made to the Plans subsequent to the measurement date of the net liabilities, differences between expected and actual experience, changes in assumptions or inputs, net difference in projected and actual earnings on the Plans' investments and changes in proportion and differences between City contributions and proportionate share of contribution.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. The City has the following items that qualify for reporting in this category: pension, OPEB, and lease-related amounts.

Pension and OPEB related deferred inflows include changes in assumptions or inputs, net difference in projected and actual earnings on the Plans' investments, difference between expected and actual experience and changes in proportion and differences between City contributions and proportionate share of contributions.

Lease-related amounts are recognized at the inception of leases in which the City is the lessor. The deferred inflow of resources is recorded in an amount equal to the corresponding lease receivable plus certain additional amounts received from the lessee at or before the commencement of the lease term that relate to future periods, less any lease incentives paid to, or on behalf of, the lessee at or before the commencement of the lease term. The inflow of resources is recognized in a systematic and rational manner over the term of the lease.

The governmental funds report unavailable revenues that are deferred and recognized as an inflow of resources in the period that the amounts become available.

**Compensated absences:** It is the City's policy to permit eligible employees to accumulate earned but unused vacation and sick pay benefits, which will be paid to employees upon separation from City service if certain criteria are met.

The accumulated compensated absences and associated employee-related costs are accrued when incurred in the government-wide and proprietary fund financial statements. The current portion is the amount estimated to be used in the following fiscal year. Expenditures for accumulated compensated absences have been reported in governmental funds only if they have matured, for example, resulting from employee resignations and retirements. Compensated absences for governmental funds represent a reconciling item between the funds and government-wide presentations. In the proprietary fund financial statements, vested or accumulated vacation and sick leave, both current and noncurrent, is recorded as an expense and liability of the relevant proprietary fund as the benefits accrue to employees.

**Unearned revenue:** Unearned revenue represents resources that have been received, but not yet earned.

## Note 1. Summary of Significant Accounting Policies (Continued)

### D. Assets, Liabilities, Deferred Outflows/(Inflows) of Resources, and Net Position/Fund Balance (Continued)

**Non-current liabilities:** In the government-wide financial statements, and proprietary fund types, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.

In the fund financial statements, the face amount of debt issued is reported as other financing sources. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

**Leases:** Previously, the City implemented Government Accounting Standards Board (GASB) Statement No. 87, Leases. GASB No. 87 enhances the relevance and consistency of information of the City's leasing activities. It establishes requirements for lease accounting based on the principle that leases are financing of the right to use an underlying asset. A lessee is required to recognize a lease liability and an intangible right to use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources.

#### City as Lessee

Leases are defined by the general government as the right to use an underlying asset. As lessee, the City recognizes a lease liability and an intangible right-of-use lease asset at the beginning of a lease unless the lease is considered a short-term lease or transfers ownership of the underlying asset. Right-of-use lease assets are measured based on the net present value of the future lease payments at inception, using the weighted average cost of capital, which approximate the incremental borrowing rate. Re-measurement of a lease liability occurs when there is a change in the lease term and/or other changes that are likely to have a significant impact on the lease liability. The City calculates the amortization of the discount on the lease liability and reports that amount as outflows of resources. Payments are allocated first to accrued interest liability and then to the lease liability. Variable lease payments based on the usage of the underlying assets are not included in the lease liability calculations but are recognized as outflows of resources in the period in which the obligation was incurred.

#### City as Lessor

As lessor, the City recognizes a lease receivable. The lease receivable is measured using the net present value of future lease payments to be received for the lease term and deferred inflow of receivables at the beginning of the lease term. Periodic amortization of the discount on the receivable are reported as interest revenue for that period. Deferred inflows of resources are recognized as inflows on a straight-line basis over the term of the lease. This recognition does not apply to short-term leases, contracts that transfer ownership, leases of assets that are investments, or certain regulated leases. Any initial direct costs are reported as an outflow of resources for that period. Re-measurement of lease receivables occur when there are modifications, including but not limited to changes in the contract price, lease term, and adding or removing an underlying asset to the lease agreements. In the case of a partial or full lease termination, the carrying value of the lease receivable and the related deferred inflow of resources will be reduced and will include a gain or loss for the difference. For lease contracts that are short-term, the City recognizes short-term lease payments as inflows of resources (revenues) based on the payment provisions of the lease contract. Liabilities are only



## Note 1. Summary of Significant Accounting Policies (Continued)

### D. Assets, Liabilities, Deferred Outflows/(Inflows) of Resources, and Net Position/Fund Balance (Continued)

recognized if payments are received in advance, and receivables are only recognized if payments are received subsequent to the reporting period.

**Property taxes:** The State of Florida permits the City to levy property taxes up to 10 mills of assessed property valuation for the General Fund except for special benefits and debt service obligations which may be issued with the approval of those taxpayers subject to ad valorem taxes. The operating millage rate levied by the City and budgeted for the 2022-2023 fiscal year was 5.8750 mills for operations. On January 29, 2008, the Florida electorate approved an amendment to the Florida Constitution relative to property taxation. This amendment (referred to as Amendment 1) was placed on the ballot by the Florida Legislature at a special session held during 2007 and became effective October 1, 2008. Amendment 1 increased the current \$ 25,000 homestead exemption by an additional \$ 25,000 (by exempting the assessed value between \$ 50,000 and \$ 75,000), except for school district taxes. Amendment 1 also provided “portability”, allowing property owners to transfer up to \$ 500,000 of the “Save Our Homes” benefits to their next homestead when they move. “Save Our Homes” became effective in 1995 and limits (caps) the annual increase in assessed value for homesteaded property to three percent (3%) or the percentage change in the Consumer Price Index, whichever is less. In addition, Amendment 1 also provided a \$ 25,000 exemption for tangible personal property and a ten percent (10%) cap on increases in the annual assessment of non-homesteaded properties.

Current tax collections for the year ended September 30, 2023 were approximately 96% of the total tax levy, net of discounts allowed.

Property taxes based on assessed values at January 1 are levied on November 1 of each year. A four percent discount is allowed if the taxes are paid in November, with the discount declining by one percentage point each month thereafter. Taxes become delinquent on April 1 of each year and tax certificates for the full amount of any unpaid taxes and assessments are auctioned beginning June 1 of each year.

Property tax revenue is recorded when it becomes available. Available means due and collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The City Commission establishes the tax levy of the City. The adoption of the final millage rate for fiscal year 2022-2023 occurred on September 23, 2022. Under Florida law, the assessment of all properties and the collection of all county, municipal, special district and school board property taxes are provided by Broward County’s Property Appraiser and Tax Collector, who are elected County officials. The property tax calendar for the revenues billed and received for the fiscal year ended September 30, 2023 is shown as follows:

Lien date	January 1, 2022
Levy date, tax bills mailed	November 1, 2022
Last date for 4% discount on taxes paid	November 30, 2022
Last date for 3% discount on taxes paid	December 31, 2022
Last date for 2% discount on taxes paid	January 31, 2023
Last date for 1% discount on taxes paid	February 28, 2023
Final due date of payment of taxes	March 31, 2023
First date for auctioning tax certificates on delinquent accounts	June 1, 2023

**Net position/fund balance:** Net position is the result of assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position of the government-wide and proprietary

## Note 1. Summary of Significant Accounting Policies (Continued)

### D. Assets, Liabilities, Deferred Outflows/(Inflows) of Resources, and Net Position/Fund Balance (Continued)

funds are categorized as (a) net investments in capital assets, (b) restricted, or (c) unrestricted. The first category represents net investments in capital assets reduced by accumulated depreciation and any outstanding debt incurred to acquire, construct or improve those assets excluding unexpended debt proceeds. The restricted category represents the balance of assets restricted by requirements of debt covenants and other externally imposed constraints or by legislation in excess of the related liabilities payable from restricted assets. Unrestricted net position consists of the net position not meeting the definition of either of the two other components. Restricted fund balance is used first when both restricted and unrestricted are available unless legal documents/contracts prohibit this.

In the fund financial statements, governmental funds report five categories of fund balances: nonspendable, restricted, committed, assigned, and unassigned. Nonspendable fund balances include amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. Restricted fund balances are amounts constrained for specific purposes by external parties (creditors, grantors, contributors), law, or enabling legislation legally enforceable by external parties. Amounts that can only be used for specific purposes pursuant to constraints imposed by the City Commission (highest level of decision making authority) through an ordinance or resolution (which are both equal and the highest level of decision making) are classified as committed fund balances. The limitation imposed by the resolution/ordinance remains in place until similar action is taken (adoption of another resolution/ordinance) to remove or revise the limitation. Assigned fund balances are amounts without formal constraints, but are intended to be used for specific purposes. This intent can be expressed by the City Commission or through the Commission delegating this responsibility to City management. The authority of the City Manager to make these designations is provided for through resolution and fund balance policy. Unassigned fund balance represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the General Fund. The General Fund should be the only fund that reports a positive unassigned balance. In all other funds, unassigned fund balance is limited to negative residual fund balance.

The City's policy is to spend restricted amounts first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this, such as in grant agreements requiring dollar for dollar spending. Additionally, the City would first use committed, then assigned, and lastly amounts of unrestricted fund balance when expenditures are made.

The City adopted a fund balance reserve policy for the General Fund. This fund balance reserve policy does not create any specific reservation of fund balance for the Special Revenue Funds, the Debt Service Fund or the Capital Projects Fund, except, at a minimum, for the Capital Projects Fund, the fiscal year end fund balance and estimated revenues for the ensuing fiscal year must be sufficient to meet all outstanding fund encumbrances. The policy provides for the maintenance of an unrestricted fund balance for the General Fund at a level that is equivalent to two months of operating expenditures (excluding on-behalf benefits payments) and required transfers. In the event funds are not available to maintain the established required balances, a plan will be submitted by the City Manager to restore the minimum balance within a three-year period. Use of the fund balance below the recommended threshold is permitted only in an emergency, or in the case of an unanticipated economic downturn, which causes a material loss of revenues. For the fiscal year ended September

## Note 1. Summary of Significant Accounting Policies (Continued)

### D. Assets, Liabilities, Deferred Outflows/(Inflows) of Resources, and Net Position/Fund Balance (Continued)

30, 2023, the average of two months expenditures before required transfers is approximately \$ 6.5 million and the City has met this requirement.

**Use of estimates:** The preparation of financial statements in conformity with GAAP in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from these estimates.

**Encumbrances:** Encumbrances are commitments related to unperformed (executory) contracts for goods or services (i.e., purchase orders, contracts, and commitments). Encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. While all appropriations and encumbrances lapse at year end, valid outstanding encumbrances (those for which performance under the executory contract is expected in the next year) are re-appropriated and become part of the subsequent year's budget pursuant to state regulations.

## Note 2. Deposits And Investments

At September 30, 2023, the City had the following deposits and investments:

#### Statement of Net Position:

Cash on hand	\$ 2,264
Deposits with financial institutions	42,160,463
Florida Palm	10,451,691
Florida PRIME	104,355
FMIvT	1,969,138
Total	<u>54,687,911</u>

#### Fiduciary Funds:

Cash and cash equivalents	2,016,771
Certificates of deposits	34,397
U.S. Government and agency obligations	10,478,094
Corporate and foreign bonds	11,216,589
Equity securities	34,144,011
Equity mutual funds	20,939,988
Collateralized mortgage obligations	1,528,310
Mortgage/asset backed securities	1,654,132
Municipal obligations	125,458
Commingled real estate funds	14,682,427
Total	<u>96,820,177</u>
Total cash and investments	<u>\$ 151,508,088</u>

\* Includes Custodial Fund

All deposits, including certificates of deposit, are insured or collateralized by a financial institution collateral pool as required by Florida State Statutes. Under this pool, financial institutions holding public funds pledge collateral to a common pool. The collateral pledged by each financial institution must equal a

## Note 2. Deposits And Investments (Continued)

certain percentage of the uninsured public deposits held. If any member financial institution fails, the entire collateral pool becomes available to satisfy the claims of governmental entities. If the collateral pool is inadequate to meet obligations of the pool, each member institution will be responsible for its pro-rata share of the deficiency.

The City has a comprehensive written investment policy, which applies to all funds held or controlled by the City in excess of those required to meet current expenses. The City has confined its depository and investment activities to those that are authorized pursuant to its investment policy. Among other things, the policy designates the qualified institutions, the types of investments the City can undertake, and the extent to which the City can concentrate funds in any of the permitted types. The City used financial institutions from the list of financial institutions and depositories authorized to provide investment services.

The investments of fiduciary funds are managed by The Boards of Trustees of the City of Cooper City retirement trust funds who have authorized the funds' investment managers to invest and maintain the funds' assets. Their portfolios may consist of obligations guaranteed by the U.S. government, time or savings accounts, corporate bonds, common or preferred stocks, collateralized mortgage obligations, mortgage/asset backed securities, international equity funds and mutual funds. The purchase of common stocks may not exceed 60% of the total assets of the fund. The funds used security broker/dealers from an approved list of broker/dealers selected by creditworthiness. In addition, the Boards of Trustees have authorized investments in real estate.

In line with its policies, practices and statutory provisions, the City structured its portfolio, firstly, to ensure preservation of capital and to maintain sufficient liquidity to meet operating requirements. The optimization of investment returns is secondary to the safety of principal and liquidity of funds. The City strives to preserve capital by mitigating its credit and interest rate risks. The City maintains sufficient liquidity by structuring its portfolio so that it contains an adequate amount of securities with active secondary or resale markets, or enough money market mutual funds or local government investment pools that offer same-day liquidity for short-term funds.

*Concentration of credit risk:* The City's policy requires diversification of assets to control risks resulting from over concentration of assets in a specific maturity, issuer, instrument, dealer or bank. The Police Officers and Firefighters' Pension Funds limit amounts that may be invested in any one issuer to no more than 5% of the plan net position, other than those issued by the U.S. Government or its agencies. More than 5% of the funds plan net position are invested in debt securities issued by the Federal National Mortgage Association.

*Interest rate risk:* This is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The City will minimize the risk that the fair value of securities in the portfolio will fall due to changes in general interest rates, by structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity. The City's investment policy states that securities purchased by or on behalf of the City shall have a final maturity of five years or less from the date of settlement, and the overall weighted average duration of principal return for portfolios should be less than three years. The maturities of the underlying securities of a repurchase agreement will follow the

## Note 2. Deposits And Investments (Continued)

requirements of the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement.

Information about the exposure of the City's debt type investments to this risk using the segmented time distribution model is noted below:

Investments	Total	Maturities (.years)			
		Less than 1	1-5	6-10	More than 10
Governmental and Business-Type Activities:					
FMI/T	\$ 1,969,138	\$ 254,314	\$ 1,714,824	\$ -	\$ -
Fiduciary funds:					
Equity securities	\$ 34,144,011	N/A	\$ -	\$ -	\$ -
Equity mutual funds	20,939,988	N/A	-	-	-
Cash and cash equivalents	2,016,771	N/A	-	-	-
Commingled real estate fund	14,682,427	N/A	-	-	-
Collateralized mortgage obligations	1,528,310	5,261	263,673	307,388	951,988
Mortgage/asset backed securities	1,654,132	28,976	854,070	335,425	435,661
Certificates of deposits	34,397	-	34,397	-	-
U.S. Government and agency obligations	10,478,094	81	4,519,028	2,643,915	3,315,070
Municipal obligations	125,458	4,972	120,486	-	-
Corporate bonds	11,216,589	100,452	2,364,239	3,589,498	5,162,400
	<u>\$ 96,820,177</u>	<u>\$ 139,742</u>	<u>\$ 8,155,893</u>	<u>\$ 6,876,226</u>	<u>\$ 9,865,119</u>

Certain investments are subject to various risks which have the potential to result in a change in the value of the investment.

*Custodial credit risk:* For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The investment policy of the City minimizes this risk by prohibiting purchase of securities subject to custodial credit risk. The pension plans' investments are registered, but not insured. The investments are registered in the plans' name. As of September 30, 2023, the General Employee Pension Plan held \$40,058,112; the Fire Pension Plan held \$22,581,422; and the Police Pension Plan held \$34,180,643 in uninsured investments, held by its custodial bank. Cash and short-term investments exceed the federally insured limits. The City has no formal policy for custodial credit risk.

*Credit risk:* Generally, credit risk is the risk that an issuer of a debt type investment will not fulfill its obligation to the holder of the investment. This is measured by assignment of a rating by a nationally recognized rating organization. U.S. Government securities or obligations explicitly guaranteed by the U.S. Government are not considered to have credit risk exposure. The ratings for each debt type investment of the fiduciary pension funds are included in the following table. The City has no formal policy for credit risk. The ratings meet the minimum rating required for each debt type investment:

## Note 2. Deposits And Investments (Continued)

Average Rating	Collateralized Mortgage Obligations	Mortgage/ Asset Backed Securities	Corporate Bonds	U.S. Government and Agency Obligations
Aaa	\$ 370,821	\$ 168,247	\$ -	\$ 6,496,096
Aa1	-	-	176,948	-
Aa2	-	-	369,948	-
Aa3	-	-	87,105	-
A1	-	-	2,798,762	-
A2	-	-	1,939,702	-
A3	-	-	2,385,427	-
Baal-1	-	-	1,134,592	-
Baal-2	-	-	1,501,161	-
Baal-3	-	-	630,215	-
Unrated	1,157,489	1,485,885	192,729	3,981,998
	<u>\$ 1,528,310</u>	<u>\$ 1,654,132</u>	<u>\$ 11,216,589</u>	<u>\$ 10,478,094</u>

	Municipal Obligations	Commingled Real Estate Fund	Certificates of deposits	Total
Aaa	\$ 23,749	\$ -	\$ -	\$ 7,058,913
Aa1	-	-	-	176,948
Aa2	48,805	-	-	418,753
Aa3	-	-	-	87,105
A1	4,972	-	-	2,803,734
A2	-	-	-	1,939,702
A3	-	-	-	2,385,427
Baal-1	-	-	-	1,134,592
Baal-2	-	-	-	1,501,161
Baal-3	-	-	-	630,215
Unrated	47,932	14,682,427	34,397	21,582,857
	<u>\$ 125,458</u>	<u>\$ 14,682,427</u>	<u>\$ 34,397</u>	<u>\$ 39,719,407</u>

*Fair Value Measurements:* The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets and Level 2 inputs are significant other observable inputs. Level 3 inputs are significant unobservable inputs.

## Note 2. Deposits And Investments (Continued)

The City has the following recurring fair value measurements in its pension funds as of September 30, 2023:

Investments	Fair Value	Level 1	Level 2	Level 3
Equity securities	\$ 34,144,011	\$ 30,073,461	\$ 4,070,550	\$ -
Equity mutual funds	20,939,988	20,939,988	-	-
U.S. Government and agency obligations	10,478,094	1,606,952	8,871,142	-
Certificates of deposits	34,397	-	34,397	-
Corporate bonds	11,216,589	-	11,216,589	-
Collateralized mortgage obligations	1,528,310	-	1,528,310	-
Mortgage/asset backed securities	1,654,132	-	1,654,132	-
Municipal obligations	125,458	-	125,458	-
Commingled real estate funds	2,362,201	-	-	2,362,201
Total investments measured at fair value	<u>\$ 82,483,180</u>	<u>\$ 52,620,401</u>	<u>\$ 27,500,578</u>	<u>\$ 2,362,201</u>

### Investment measured at Net Asset Value (NAV)

Cash and cash equivalents	2,016,771
Commingled real estate funds	12,320,226
Total investments	<u>\$ 96,820,177</u>

Debt and equity securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Debt securities including U.S. obligations, corporate bonds, and municipal obligations classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

The real estate fund is an open-end diversified core real estate commingled fund that invests primarily in core institutional office, retail, industrial, and multi-family properties located throughout the United States. The investment is valued at net asset value and its redemptions must be received by the fund ten days prior to quarter end.

Credit Risk:	Fitch Rating	Amount
<b>Fixed Income Funds:</b>		
FMIvT 0-2 Year High Quality Bond Fund	AAAf/S1	\$254,314
FMIvT 1-3 Year High Quality Bond Fund	AAAf/S2	265,940
Intermediate High Quality Bond Fund	Aaf/S3	1,448,884

### Interest Rate Risk (In Years):

Fixed Income Funds:	Duration	WAM
FMIvT 0-2 Year High Quality Bond Fund	0.32	0.80
FMIvT 1-3 Year High Quality Bond Fund	1.51	1.60
Intermediate High Quality Bond Fund	4.22	4.90

All FMIvT investments are considered level 2 inputs for fair value measurement.

### Note 3. Receivables

Receivables and the related allowance for uncollectible accounts as of September 30, 2023 are as follows:

	<u>General Fund</u>	<u>Non-major Government Fund</u>	<u>Water and Sewer Fund</u>
EMS transport	\$ 1,684,603	\$ -	\$ -
Accounts	286,050	-	1,833,156
Miscellaneous	163,696	-	-
Franchise fees and utility taxes	837,202	-	-
Leased assets and interest	334,152	-	-
Intergovernmental	1,529,584	153,457	-
Gross receivables	<u>4,835,287</u>	<u>153,457</u>	<u>1,833,156</u>
Less allowance for uncollectible receivables	(1,684,603)	-	(577,307)
Net receivables	<u>\$ 3,150,684</u>	<u>\$ 153,457</u>	<u>\$ 1,255,849</u>
	<u>Stormwater Fund</u>	<u>Non-major Parking Lot Fund</u>	<u>Total</u>
EMS transport	\$ -	\$ -	\$ 1,684,603
Accounts	61,113	9,695	2,190,014
Miscellaneous	-	-	163,696
Franchise fees and utility taxes	-	-	837,202
Leased assets and interest	-	-	334,152
Intergovernmental	-	-	1,683,041
Gross receivables	<u>61,113</u>	<u>9,695</u>	<u>6,892,708</u>
Less allowance for uncollectible receivables	-	-	(2,261,910)
Net receivables	<u>\$ 61,113</u>	<u>\$ 9,695</u>	<u>\$ 4,630,798</u>



## Note 4. Capital Assets

Capital assets activities for governmental funds for the fiscal year ended September 30, 2023 were as follows:

	Beginning Balance	Additions	Deletions	Net Transfers	Ending Balance
<b>Governmental Activities:</b>					
Capital assets, not being depreciated/amortized:					
Land	\$ 29,919,031	\$ -	\$ -	\$ -	\$ 29,919,031
Construction in progress	2,349,253	373,553	-	(924,861)	1,797,945
Total capital assets, not being depreciated/amortized	32,268,284	373,553	-	(924,861)	31,716,976
Capital assets, being depreciated/amortized:					
Buildings	15,230,812	65,549	(6,955)	-	15,289,406
Improvements other than buildings	20,776,191	206,072	(94,602)	24,400	20,912,061
Machinery and equipment	5,673,287	1,267,304	(12,927)	900,461	7,828,125
Software and licenses	255,871	1,013	-	-	256,884
Infrastructure	21,752,143	-	-	-	21,752,143
Leases-right of use	27,090	-	-	-	27,090
Total capital assets, being depreciated/amortized	63,715,394	1,539,938	(114,484)	924,861	66,065,709
Less accumulated depreciation/amortization for:					
Buildings	(11,454,993)	(453,667)	5,380	-	(11,903,280)
Improvements other than buildings	(8,464,158)	(999,840)	64,696	-	(9,399,302)
Machinery and equipment	(4,342,368)	(416,834)	12,927	-	(4,746,275)
Software and licenses	(24,496)	(85,628)	-	-	(110,124)
Infrastructure	(19,540,107)	(254,982)	-	-	(19,795,089)
Leases-right of use	(13,564)	(13,526)	-	-	(27,090)
Total accumulated depreciation/amortization	(43,839,686)	(2,224,477)	83,003	-	(45,981,160)
Total capital assets, being depreciated/amortized, net	19,875,708	(684,539)	(31,481)	924,861	20,084,549
Governmental activities capital assets, net	\$ 52,143,992	\$ (310,986)	\$ (31,481)	\$ -	\$ 51,801,525

The City has entered into 7 leases related to Governmental Activities for IT Equipment. The terms were 36 months beginning on the contract commencement date. As of September 30, 2023, the value of the lease liability was paid off. The value of the right to use asset as of September 30, 2023 was \$27,090 with accumulated depreciation of \$27,090 and is included with IT equipment.

## Note 4. Capital Assets (continued)

Capital assets activities for business-type activities for the fiscal year ended September 30, 2023 were as follows:

<b>Business-Type Activities:</b>	<b>Beginning Balance</b>	<b>Additions</b>	<b>Deletions</b>	<b>Net Transfers</b>	<b>Ending Balance</b>
Capital assets, not being depreciated:					
Land	\$ 1,038,309	\$ -	\$ -	\$ -	\$ 1,038,309
Construction-in-progress	306,283	98,694	-	(257,325)	147,652
Total capital assets, not being depreciated	1,344,592	98,694	-	(257,325)	1,185,961
Capital assets, being depreciated:					
Buildings	70,599,908	415,965	-	338,348	71,354,221
Improvements other than buildings	16,342,175	22,066	(9,536)	(81,023)	16,273,682
Machinery and equipment	7,471,139	197,031	(6,900)	-	7,661,270
Infrastructure	9,713,799	52,395	-	-	9,766,194
Total capital assets, being depreciated	104,127,021	687,457	(16,436)	257,325	105,055,367
Less accumulated depreciation for:					
Buildings	(41,191,364)	(1,984,044)	-	-	(43,175,408)
Improvements other than buildings	(8,064,310)	(1,006,066)	-	-	(9,070,376)
Machinery and equipment	(4,344,193)	(391,675)	6,900	-	(4,728,968)
Infrastructure	(5,663,619)	(240,870)	9,536	-	(5,894,953)
Total accumulated depreciation	(59,263,486)	(3,622,655)	16,436	-	(62,869,705)
Total capital assets, being depreciated, net	44,863,535	(2,935,198)	-	257,325	42,185,662
Business-type activities capital assets, net	\$ 46,208,127	\$ (2,836,504)	\$ -	\$ -	\$ 43,371,623

### Note 4. Capital Assets (continued)

Depreciation and amortization expense was charged to functions/programs of the City as follows:

**Governmental activities:**

General government services	\$	349,473
Public safety		181,656
Physical environment		135,162
Transportation		259,332
Human services		119
Culture and recreation		1,298,735
Total	\$	2,224,477

**Business-type activities:**

Parking	\$	36,905
Water and sewer		3,351,906
Stormwater		233,844
Total	\$	3,622,655

### Note 5. Interfund Receivables, Payables And Transfers

The composition of interfund transfers for the year ended September 30, 2023 is as follows

Transfers Out	Transfers In				Total
	General Fund	Road & Bridge	Capital Improvement	Water and Sewer	
General Fund	\$ -	\$ 351,707 b	\$ 800,491 c	\$ -	\$ 1,152,198
Building Inspection Services	324,865 a	-	-	-	324,865
Capital Improvements	-	-	-	417,230 d	417,230
Parking Lot	22,365 a	9,195 b	-	-	31,560
Storm Water	55,328 a	12,000 b	-	-	67,328
Water & Sewer	1,816,837 a	17,302 b	-	-	1,834,139
Total	\$ 2,219,395	\$ 390,204	\$ 800,491	\$ 417,230	\$ 3,827,320

Reasons for these transfers are set forth below:

- a Cost Allocation Plan
- b To fund gap in Road & Bridge Funding
- c To fund General Fund CIP
- d Loan payment - transfer out to Water & Sewer Fund

The composition of interfund balances as of September 30, 2023 is as follows:

Receivable Fund	Payable Fund	Amount
Water and sewer fund	Capital improvement	\$ 406,993

## Note 5. Interfund Receivables, Payables And Transfers (Continued)

The amount payable to the water and sewer fund relates to an advance of \$1,860,000 made to the Capital Improvement Fund in fiscal year 2019 for the purpose of funding a portion of the construction of the Flamingo West Park. During the year ended September 30, 2023, the Capital Improvement Fund paid \$417,230 (\$388,693 for principal and \$28,537 for interest). The advance is to be repaid in annual installments bearing interest at a rate of 4.61% through September 2024 as follows:

Fiscal Year	Principal	Interest	Total
2024	406,993	10,237	417,230
Total	\$ 406,993	\$ 10,237	\$ 417,230

## Note 6. Noncurrent Liabilities

The following is a summary of the noncurrent liability activity of the City for the year ended September 30, 2023:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<b>Governmental activities:</b>					
Total OPEB liability	\$ 3,894,204	\$ -	\$ (135,878)	\$ 3,758,326	\$ 343,542
Net pension liability	3,817,460	12,425,176	-	16,242,636	1,927,310
Compensated absences	445,907	350,887	(371,991)	424,803	106,201
Line of credit	-	50,001	-	50,001	-
Total governmental activities	<u>8,157,571</u>	<u>12,826,064</u>	<u>(507,869)</u>	<u>20,475,766</u>	<u>2,377,053</u>
<b>Business-type activities:</b>					
Note payable	954,550	-	(192,518)	762,032	196,926
Total OPEB liability	2,674,116	-	(94,803)	2,579,313	259,163
Net pension liability	1,338,397	2,930,029	-	4,268,426	418,223
Compensated absences	428,287	250,574	(286,261)	392,600	98,150
Total business-type activities	<u>\$ 5,395,350</u>	<u>\$ 3,180,603</u>	<u>\$ (573,582)</u>	<u>\$ 8,002,371</u>	<u>\$ 972,462</u>

**Governmental Activities - Line of credit:** On November 3, 2022, the City renewed their previous qualified tax-exempt Emergency Line of Credit Revolving Note (the "Note") with a maximum borrowing amount of \$ 10,000,000. Proceeds from the Note are expected to be used primarily to finance the cost of emergency disaster recovery. The Note bears interest at a variable rate of the Prime Rate, as defined, less one hundred twenty five basis points multiplied by 80.25%. Payments of accrued interest on outstanding draws will be due on the first day of each February, May, August and November. Any grant funds received from Federal Emergency Management Agency ("FEMA") or the State of Florida will be applied to repay the note. Any outstanding principal or interest on the note shall be payable on the Maturity Date, December 15, 2024, with the option to renew at the bank's discretion. During the year ended September 30, 2023, the City withdrew \$ 50,001 under this agreement and that amount was outstanding at year-end.

**Business-type Activities - Note payable:** In April 2017, the City entered into a note payable agreement with a financial institution to borrow \$ 1,900,000 for the purpose of financing improvements to the City's stormwater management utility system. This note bears interest at a rate of 2.27% through the maturity

## Note 6. Noncurrent Liabilities (Continued)

date of April 1, 2027. The note payable is secured by a lien upon and pledge of i) stormwater revenues and ii) an additional covenant to budget and appropriate from legally available non-ad valorem revenue if the pledged revenue is insufficient or unavailable to pay the principal of and interest on the Note. The City may prepay and redeem the Note, in whole or part, at any time or from time to time, without penalty or premium. The Note contains events of default provisions such as payment defaults, breaches of covenants or representation and warranties, the occurrence of a material adverse effect and certain bankruptcy events providing the lender the authority to pursue action in any court to enforce collection. However, it is not construed as granting the lender a lien on any real property of the City.

The annual debt service payments required on outstanding debt at September 30, 2023, are as follows:

Fiscal Year	Principal	Interest	Total
2024	\$ 196,926	\$ 15,630	\$ 212,556
2025	201,435	11,121	212,556
2026	206,046	6,510	212,556
2027	157,625	1,792	159,417
Total	<u>\$ 762,032</u>	<u>\$ 35,053</u>	<u>\$ 797,085</u>

*Compensated absences:* In governmental funds, compensated absences, net pension liability, and OPEB obligation are generally liquidated by the General Fund. For business-type activities, compensated absences, net pension liability, and OPEB obligation are generally liquidated by either the appropriate fund of Water and Sewer Fund or Stormwater Fund.

### Lease Liability Governmental Activities

	Beginning Balance	Increases	Decreases	Ending Balance
<b>Governmental Activities:</b>				
Lease liability	<u>\$ 40,824</u>	<u>\$ -</u>	<u>\$ 40,824</u>	<u>\$ -</u>

## Note 7. Pension Plans

The City maintains three separate single-employer public employee retirement system (“PERS”) pension plans, (1) the City of Cooper City General Employees’ Retirement Plan (“GEPP”), (2) the City of Cooper City Firefighters Retirement Plan (“FRP”), and (3) the City of Cooper City Police Officers Retirement Plan (“PORP”) to provide benefits for its employees. The City also participates in a cost-sharing multiple employer plan (the Florida Retirement System) and an agent multiple employer pension plan (the Florida Municipal Pension Trust Fund).

The Boards of Trustees of the City of Cooper City Retirement Trust Funds are the administrators of the three single employer plans. The Trustees have authority for establishing and amending benefits and funding policies for each of the respective plans. The three PERS plans are considered to be part of the City’s financial reporting entity and are included in the City’s financial reports as pension trust funds.

Effective October 25, 2011, the GEPP was closed to new hires. Employees participating in the GEPP prior to closure had the option to continue in the plan or to participate in the Florida Retirement System (“FRS”). As of April 1, 2012, all new hires were required to participate in FRS.

### A. General Employees’ Retirement Plan

#### Basis of Accounting

The Plan’s policy is to prepare its financial statements on the accrual basis of accounting. Plan member contributions are recognized in the period in which the contributions are due. Employer contributions to the plan are recognized when due and the employer has made a formal commitment to provide contributions. Benefits and refunds are recognized when due and payable in accordance with the terms of the Plan. Investment and administrative expenses are paid out of Plan assets that are replenished by investment earnings and employee and City contributions in order to maintain the Plan actuarially sound.

#### Method Used to Value Investments

Investments are reported at fair value in the financial statements based on the quoted market prices as reported by recognized security exchanges. Bonds are reported at established fair value. Securities that have no quoted market price are presented at estimated fair value as provided by the custodial bank and investment counsel.

The GEPP Pension Trust Fund does not issue separate stand-alone financial statements; therefore, included below is the Statement of Net Position - Fiduciary Fund as of September 30, 2023 and the Statement of Changes in Net Position - Fiduciary Fund for the year end September 30, 2023.

**Note 7. Pension Plans (Continued)**  
**A. General Employees' Retirement Plan (Continued)**

**General Employees' Pension Trust Fund**  
**Statement of Net Position**  
**Fiduciary Fund**  
**September 30, 2023**

<b>Assets</b>	
Cash and cash equivalents	\$ 973,659
Employer contributions receivable	521
Prepaid items	1,461
Interest receivable	82,867
Investments, at fair value	
Certificates of deposits	34,397
U.S. government and agency securities	5,921,041
Corporate bonds	2,616,800
Equity securities	20,936,641
Equity mutual funds	18,975
Collateralized mortgage obligations	1,528,310
Mortgage/asset backed securities	1,654,132
Municipal obligations	125,458
Foreign bonds notes and debentures	88,802
Commingled real estate funds	6,159,897
Total investments	<u>39,084,453</u>
Total assets	40,142,961
<b>Liabilities</b>	
Accounts payable	<u>70,661</u>
Total liabilities	<u>70,661</u>
<b>Net Position</b>	
Restricted for pension benefits - active and retired members' benefits	<u>40,072,300</u>
Total liabilities and net position	<u>\$ 40,142,961</u>

**Note 7. Pension Plans (Continued)**  
**A. General Employees' Retirement Plan (Continued)**

**General Employees' Pension Trust Fund**  
**Statement of Changes in Net Position**  
**Fiduciary Fund**  
**For the Year Ended September 30, 2023**

**Additions**

Contributions:

City	\$	433,815
Employees		226,256
State/other		649
Total contributions		<u>660,720</u>

Investment income:

Net increase in fair value		2,254,854
Interest and dividend income		941,091
Less investment expenses		<u>(258,868)</u>
Net investment income		<u>2,937,077</u>
Total additions		<u>3,597,797</u>

**Deductions**

Pension benefits		2,397,480
DROP distributions		102,922
Refund contributions		183,080
Administrative expenses		<u>137,613</u>
Total deductions		<u>2,821,095</u>

Change in net position 776,702

Net position, restricted for pension benefits

Beginning of year		<u>39,295,598</u>
End of year	\$	<u><u>40,072,300</u></u>



**Note 7. Pension Plans (Continued)**  
**A. General Employees’ Retirement Plan (Continued)**

General Information

All full-time general employees hired before October 25, 2011 were eligible for membership on the date of employment. After October 25, 2011, the plan was closed to new hires. Service is measured as the total number of years and completed months as a general employee with the City. Earnable compensation means a member’s base compensation including pick-up contributions for all straight time hours worked, but excluding bonuses, overtime, any other non-regular payments and lump sum payments of unused leave. Final Monthly Compensation (“FMC”) is the average monthly rate of earnable compensation over the highest three years of credited service.

At October 1, 2021, the date of the latest actuarial valuation, participation in the GEPP consisted of the following:

Retirees and beneficiaries currently receiving benefits - includes DROP	109
Inactive plan members entitled to but not yet receiving benefits	4
Active plan members	38
Total	151

Normal Retirement

A member may retire on the first day of the month coincident with or next following the attainment of age 55 and completion of 6 years of credited service. The GEPP benefit is computed as 2.50% of FMC multiplied by credited service. In addition, the member will receive a monthly supplemental benefit equal to \$20 multiplied by credited service. For those who became Broward Sheriff Office (BSO) employees, the multiplier is 1% for service before October 1, 1981, 1.75% from October 1, 1981 through September 30, 1993, and 2% thereafter unless the employee chose to purchase a higher multiplier of 2.25%. The normal form of benefit is a single life annuity, with other options available.

Early Retirement

A member may elect to retire earlier than the normal retirement eligibility upon attainment of age 53 and 10 years of credited service. The normal retirement benefit is reduced by 4% for each year by which the early retirement date precedes the normal retirement date.

*Deferred Retirement Option Plan* - The GEPP offers a Deferred Retirement Option Plan (“DROP”). Plan members who have attained age 55 and 6 years of credited service are eligible for the DROP. The member’s credited service and FMC are frozen upon entry into the DROP. The monthly retirement benefit is calculated based upon the frozen credited service and FMC. The maximum DROP period is 5 years. The member’s DROP account is credited at an interest rate based upon the option chosen by the member. Members may elect from the following options: (1) gain or loss at the same rate earned by the GEPP, or (2) gain or loss at the rate earned by a self-directed investment account. Members may elect one of the following normal benefit options: (1) a single lump sum, (2) annual installments, (3) equal monthly installments, (4) a combination of lump sum and periodic payments, or (5) direct rollover to another qualified retirement plan.

## Note 7. Pension Plans (Continued)

### A. General Employees' Retirement Plan (Continued)

*Death Benefits* - Members are eligible for survivor benefits after the completion of 6 or more years of credited service. A death benefit is payable as though the member had retired on the date of death and elected 100% joint and survivor option; other options are also available. The benefit is payable for the life of the beneficiary. The beneficiary of a plan member with less than 6 years of credited service at the time of death will receive a refund of the member's accumulated contributions with interest. Post-retirement death benefits are determined by the form of benefit elected upon retirement.

*Disability Benefit* - Any member who becomes totally and permanently disabled and unable to perform regular and continuous duties for the City as a result of an act occurring in the performance of service for the City is immediately eligible for a disability benefit. The benefit received is the accrued normal retirement benefit taking into account compensation earned and service credited as of the date of disability. There will be no actuarial reduction for the period of time that the date of disability precedes the normal retirement date. The benefit is payable until death or recovery from disability.

*Non-Service Connected Disability* - Any member who has 10 years of credited service and becomes totally and permanently disabled and unable to perform regular and continuous duties for the City is immediately eligible for a non-service connected disability benefit. The benefit received is the accrued normal retirement benefit taking into account compensation earned and service credited as of the date of disability. There will be no actuarial reduction for the period of time that the date of disability precedes the normal retirement date. The benefit is payable until death or recovery from disability.

*Vested Termination* - A member has earned a non-forfeitable right to GEPP benefits after the completion of 6 years of credited service. The benefit is the member's accrued normal retirement benefit as of the date of termination and begins on the member's normal retirement date. The normal form of benefit is a single life annuity; other options are also available. Members terminating employment with less than 6 years of credited service will receive a refund of their employee accumulated contributions with interest.

*Refunds* - All members terminating employment with less than 6 years of credited service are eligible for refunds. Optionally, vested members (those with 6 or more years of credited service) may elect a refund in lieu of the vested benefits otherwise due. Interest is currently credited at a rate equal to the actual return on investment for refunds of member contributions.

#### Contributions

Member contributions for the GEPP are 10.43% of earnings for City employees. Employer contributions are any additional amount determined by the actuary needed to fund the plan properly so as to comply with state laws. In lieu of electing the normal form of benefit, the optional forms of benefits available to all retirees are the 10 year certain and life thereafter and joint and last survivor options.

#### Rate of Return

For the fiscal year ended September 30, 2023, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 7.32%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

## Note 7. Pension Plans (Continued)

### A. General Employees' Retirement Plan (Continued)

#### Net Pension Liability (Assets) of the City

The components of the net pension Liability (Asset) of the City are as follows:

Total pension Liability (Asset)	\$ 43,505,951
Plan fiduciary net position	<u>(39,364,114)</u>
City net pension Liability (Asset)	<u>\$ 4,141,837</u>
Plan fiduciary net position as a percentage of total pension Liability (Asset)	90.48%
Net pension Liability (Asset) as a percentage of covered payroll	170.48%

#### Pension Liabilities (Assets), Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

The City's net pension Liability (Asset) for the GEPP is measured as the total pension Liability less the pension plan's fiduciary net position. At September 30, 2023, the City reported a net pension Liability (Asset) of \$4,141,837 related to the GEPP. The net pension Liability (Asset) was measured as of September 30, 2022, using an annual actuarial valuation as of October 1, 2021, rolled forward to September 30, 2023, using standard update procedures. For the fiscal year ended September 30, 2023, the City recognized pension benefit of \$430,704 related to the GEPP.

	<u>Total Pension Liability</u>	<u>Plan Fiduciary Net Position</u>	<u>City Net Pension Liability (Assets)</u>
<b>Balances at September 30, 2022</b>	\$ 42,913,036	\$ 44,192,133	\$ (1,279,097)
<b>Changes for the year:</b>			
Service cost	542,853	-	542,853
Interest	2,774,130	-	2,774,130
Experience differences	(284,796)	-	(284,796)
Assumption changes	407,953	-	407,953
Contributions - employer	-	734,327	(734,327)
Contributions - non-employer contributing entity (from BSO)	-	8,648	(8,648)
Contributions - employee	-	225,932	(225,932)
Net investment income	-	(2,866,602)	2,866,602
Benefit payments, including refunds of employee contributions	(2,847,225)	(2,847,225)	-
Administrative expense	-	(83,099)	83,099
Net change	<u>592,915</u>	<u>(4,828,019)</u>	<u>5,420,934</u>
<b>Balances at September 30, 2023</b>	<u>\$ 43,505,951</u>	<u>\$ 39,364,114</u>	<u>\$ 4,141,837</u>

## Note 7. Pension Plans (Continued)

### A. General Employees' Retirement Plan (Continued)

Pension Liabilities (Asset), Pension Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

At September 30, 2023, the City reported deferred outflows and deferred inflows of resources related to the GEPP from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$ 25,891
Assumption Changes	37,087	-
Net difference between projected and actual earnings on GEPP investments	1,673,647	-
GEPP contributions subsequent to the measurement date	433,815	-
Total	\$ 2,144,549	\$ 25,891

The deferred outflows of resources related to the GEPP totaling \$433,815, resulting from employer contributions to the GEPP subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ending September 30, 2024. The remaining amounts reported as deferred outflows and inflows of resources related to the GEPP will be recognized in pension expense as follows:

Fiscal Year Ending September 30:	Amount
2024	\$ 281,201
2025	98,331
2026	161,599
2027	1,143,712
Total	\$ 1,684,843

## Note 7. Pension Plans (Continued)

### A. General Employees' Retirement Plan (Continued)

#### Actuarial Methods and Significant Assumptions

Significant actuarial assumptions and other inputs used to measure the total pension liability for the GEPP are as follows:

Valuation date	October 1, 2021
Measurement date	September 30, 2022
Employer reporting date	September 30, 2023
Actuarial cost method	Entry Age Normal
Investment rate of return	6.5% net of investment expenses
Salary increases	6.00%, including inflation
Inflation	2.25%
Retirement age	Experienced based table of rates that are specific to the type of eligibility condition.
Mortality	specific PUB-2010 Headcount-Weighted Below Median Employee Tables (pre-retirement) and PUB-2010 Headcount Weighted Below Median Healthy Retiree Tables (post-retirement) set back one year for males with improvements in mortality projected to all future years after 2010 using Scale MP-2018). These are the same rates used for Regular Class members of the Florida Retirement System (FRS) in their actuarial valuation as of July 1, 2021.

A single discount rate of 6.5% net of investment expenses was used to measure the total pension liability. This single discount rate was based on the expected rate of return on pension plan investments of 6.50%. The projection of cash flows used to determine this single discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between the total actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments (6.5%) was applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimates ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

## Note 7. Pension Plans (Continued)

### A. General Employees' Retirement Plan (Continued)

#### Actuarial Methods and Significant Assumptions (continued)

Best estimates of geometric real rates of return for each major asset class included in the pension plan's target asset allocation as of September 30, 2023, the measurement date, are summarized in the following table:

<b>Asset Class</b>	<b>Allocation</b>	<b>Long-term Expected Real Rate of Return</b>
Cash equivalents and short-term investments	2%	4.00%
Domestic and international equities	66%	7.50%
Domestic and international fixed income	21%	2.50%
Real estate	11%	4.50%
Private Equity	0%	0.00%

#### Sensitivity Analysis of the Net Pension Liability

Regarding the sensitivity of the GEPP's net pension liability (asset) to changes in the single discount rate, the following presents the GEPP's net pension liability (asset), calculated using a single discount rate of 6.50%, as well as what the plan's net pension liability (asset) would be if it were calculated using a single discount rate that is 1-percentage point lower or 1-percentage-point higher:

<b>1% Decrease (5.50%)</b>	<b>Current Discount Rate (6.50%)</b>	<b>1% Increase (7.50%)</b>
8,607,303	4,141,837	347,105

#### DROP Account

A portion of the GEPP fiduciary net position is designated for benefits that accrue in relation to the DROP account as described in the plan description. The DROP balance for the fiscal year ended September 30, 2023, was \$809,045.

## Note 7. Pension Plans (Continued)

### B. Firefighter Retirement Plan

The FRP is a single-employer defined benefit retirement pension plan covering all eligible firefighters. The FRP was established by the City in accordance with a City ordinance and state statutes. Management of the FRP is vested in the Board, which consists of five trustees - two trustees are elected by plan participants, two shall be residents of the City and appointed by the City manager, and a fifth appointed by the other four participants of the Board.

The Plan became closed to new participants upon the City’s contracting with the Broward Sheriff’s Office for Firefighter Services on February 15, 2004. Newly hired firefighters from this point forward participate in the Florida Retirement System.

Audited financial statements were issued for the FRP for the fiscal year ended September 30, 2023. Requests for the financial statements should be addressed to the Office of the Finance Director of Cooper City, Florida, P.O. Box 290910, Cooper City, Florida, 33329-0910.

#### Pension Liabilities, Pension Expenses, and Deferred Outflows of Resources Related to Pensions

The City’s net pension liability for the FRP is measured as the total pension liability less the pension plan’s fiduciary net position. At September 30, 2023, the City reported a net pension liability of \$4,970,379 related to the FRP. The net pension liability was measured as of September 30, 2022, using an annual actuarial valuation date of October 1, 2021. For the fiscal year ended September 30, 2023, the City recognized a pension benefit of \$696,201 related to the FRP.

The components of net pension liability of the FRP as reported at September 30, 2023, were as follows:

	<b>Total Pension Liability</b>	<b>Fiduciary Net Position</b>	<b>Net Pension Liability</b>
<b>Balances at September 30, 2022</b>	\$ 27,217,005	\$ 26,986,305	\$ 230,700
<b>Changes for the year:</b>			
Service cost	-	-	-
Interest	1,645,878	-	1,645,878
Experience differences	297,948	-	297,948
Assumption changes	-	-	-
Contributions - employer	-	619,631	(619,631)
Contributions - non-employer contributing entity (from BSO)	-	-	-
Contributions - employee	-	-	-
Net investment income	-	(3,300,118)	3,300,118
Benefit payments, including refunds of employee contributions	(1,765,909)	(1,765,909)	-
Administrative expense	-	(85,356)	85,356
Other (change in share plan reserve)	30,010	-	30,010
Net change	207,927	(4,531,752)	4,739,679
<b>Balances at September 30, 2023</b>	<b>\$ 27,424,932</b>	<b>\$ 22,454,553</b>	<b>\$ 4,970,379</b>

## Note 7. Pension Plans (Continued)

### B. Firefighter Retirement Plan (Continued)

At September 30, 2023, the City reported deferred outflows and deferred inflows of resources related to the FRP from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Net difference between projected and actual earnings on FRP investments	\$ 2,490,281	\$ -
FRP contributions subsequent to the measurement date	92,757	-
Total	<u>\$ 2,583,038</u>	<u>\$ -</u>

*Pension Liabilities, Pension Expenses, and Deferred Outflows and Deferred Inflows of Resources Related to Pensions (continued)*

The deferred outflows of resources related to the FRP totaling \$92,757, resulting from employer contributions to the FRP subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ending September 30, 2024. The remaining amounts reported as net deferred inflows of resources related to the FRP will be recognized in pension expenses as follows:

Fiscal Year Ending September 30:	Amount
2024	\$ 584,426
2025	458,777
2026	457,424
2027	989,654
Total	<u>\$ 2,490,281</u>



## Note 7. Pension Plans (Continued)

### B. Firefighter Retirement Plan (Continued)

#### Actuarial Methods and Significant Assumptions

Significant actuarial assumptions and other inputs used to measure the total pension liability for the FRP are as follows:

Valuation date	October 1, 2021
Measurement date	September 30, 2022
Actuarial cost method	Entry Age Normal
Investment rate of return	6.25%
Salary increases	N/A, there are no active members
Inflation	2.25%
Retirement age	N/A, there are no active members
Mortality	The same versions of PUB-2010 Headcount-Weighted Mortality Tables as used by the Florida Retirement (FRS) in their July 1, 2021 actuarial valuation described as Pub-2010 Headcount Weighted Safety Below Medium Mortality Tables, set forward 1 year. rates for beneficiaries are the same as for FRS Regular Class. Rates are generationally projected for all years after 2010 using SOA mortality improvement Scale MP-2018. These tables were adopted following an experience study published by FRS in 2019 covering the period July 1, 2013 through June 30, 2018.

## Note 7. Pension Plans (Continued)

### B. Firefighter Retirement Plan (Continued)

#### *Actuarial Methods and Significant Assumptions (Continued)*

A single discount rate of 6.25% was used to measure the total pension liability. This single discount rate was based on the expected rate of return on pension plan investments of 6.25%. The projection of cash flows used to determine this single discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between the total actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimates ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of geometric real rates of return for each major asset class included in the pension plan's target asset allocation as of September 30, 2023 are summarized in the following table:

Index	Long-term Expected Real Rate of Return
Domestic equity	7.20%
International equity	2.90%
Bonds	1.70%
TIPS	2.10%
Real estate	5.90%

The following was the Board's adopted asset allocation policy as of September 30, 2023.

Type of Investments	Target Allocation
Domestic equity	23%-69%
International equity	8%-25%
Fixed income	No maximum
Global infrastructure	0%-10%
Private real estate	0%-10%
Cash and cash equivalents	N/A

**Note 7. Pension Plans (Continued)**  
**B. Firefighter Retirement Plan (Continued)**

Sensitivity Analysis of the Net Pension Liability

Regarding the sensitivity of the FRP’s net pension liability (asset) to changes in the single discount rate, the following presents the FRP’s net pension liability (asset), calculated using a single discount rate of 6.25%, as well as what the plan’s net pension liability (asset) would be if it were calculated using a single discount rate that is 1-percentage point lower or 1-percentage point higher:

1% Decrease (5.25%)	Current Discount Rate (6.25%)	1% Increase (7.25%)
\$ 7,725,747	\$ 4,970,379	\$ 2,662,371

DROP Account

A portion of the FRP fiduciary net position is designated for benefits that accrue in a relation to the DROP account as described in the plan description. The DROP balance for the fiscal year ended September 30, 2023 was \$1,791,526.

**C. Police Officers Retirement Plan**

The PORP is a single-employer defined benefit retirement pension plan covering all eligible police officers. The PORP was established by the City in accordance with a City ordinance and state statutes. The Management of the PORP is vested in the Board, which consist of five members - two elected by plan participants, two appointed by the City Manager, and a fifth appointed by the other four from the residents of the City.

The Plan became closed to new participants upon the City’s contracting with the Broward Sheriff’s Office for Police Services on February 15, 2004. Newly hired officers from this point forward participate in the Florida Retirement System.

Audited financial statements were issued for the PORP for the fiscal year ended September 30, 2023. Requests for the financial statements should be addressed to the Office of the Finance Director of Cooper City, Florida, P.O. Box 290910, Cooper City, Florida 33329-0910.

Pension Liabilities (Assets), Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

The City’s net pension liability (asset) for the PORP is measured as the total pension liability (asset) less the pension plan’s fiduciary net position. At September 30, 2023, the City reported a net pension liability (asset) of \$4,181,795 related to the PORP. The net pension liability (asset) was measured as of September 30, 2022, using an annual actuarial valuation as of October 1, 2021, rolled forward to September 30, 2023, using standard update procedures. For the fiscal year ended September 30, 2023, the City recognized a pension benefit related to the PORP of \$3,433,896.

## Note 7. Pension Plans (Continued)

### C. Police Officers Retirement Plan (Continued)

#### Pension Liabilities (Assets), Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

The components of net pension liability (asset) of the PORP as reported at September 30, 2023, were as follows:

	Total Pension Liability	Fiduciary Net Position	Net Pension Liability
<b>Balances at September 30, 2022</b>	\$ 35,409,702	\$ 37,974,122	\$ (2,564,420)
<b>Changes for the year:</b>			
Service cost	38,159	-	38,159
Interest	2,257,194	-	2,257,194
Experience differences	1,270,837	-	1,270,837
Assumption changes	1,620,558	-	1,620,558
Contributions - employer	-	1,823,658	(1,823,658)
Contributions - non-employer contributing entity (from BSO)	-	-	-
Contributions - employee	-	11,787	(11,787)
Net investment income	-	(3,305,423)	3,305,423
Benefit payments, including refunds of employee contributions	(2,495,918)	(2,495,918)	-
Administrative expense	-	(89,489)	89,489
Net change	2,690,830	(4,055,385)	6,746,215
<b>Balances at September 30, 2023</b>	<u>\$ 38,100,532</u>	<u>\$ 33,918,737</u>	<u>\$ 4,181,795</u>

At September 30, 2023, the City reported deferred outflows and inflows of resources related to the PORP from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Net difference between projected and actual earnings on PORP investments	\$ 2,624,088	\$ -
PORP contributions subsequent to the measurement date	651,071	-
Total	<u>\$ 3,275,159</u>	<u>\$ -</u>

The deferred outflows of resources related to the PORP totaling \$651,071, resulting from employer contributions to the PORP subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ending September 30, 2024. The remaining amount reported as deferred inflows of resources related to the PROP will be recognized as pension expense as follows:

Fiscal Year Ending September 30:	Amount
2024	\$ 674,575
2025	537,425
2026	254,694
2027	1,157,394
Total	<u>\$ 2,624,088</u>

**Note 7. Pension Plans (Continued)**  
**C. Police Officers Retirement Plan (Continued)**

Actuarial Methods and Significant Assumptions

Significant actuarial assumptions and other inputs used to measure the total pension liability for the PORP are as follows:

Valuation date	October 1, 2021
Measurement date	September 30, 2022
Actuarial cost method	Entry age normal
Investment rate of return	6.00%
Salary increases	5-10%, depending on service, including inflation
Inflation	2.50%
Retirement age	100% when first eligible for normal retirement or DROP entry.
Mortality	Mortality Tables are the same used as by the Florida Retirement System (FRS) for its Special Risk Class in their July 1, 2021 actuarial valuation. It is described as Pub-2010 Headcount Weighted Safety Below Median Mortality Tables, set forward 1 year. Rates for beneficiaries are the same as or FRS Regular Class. Rates are generationally projected for all years after 2010 using SOA mortality improvement Sacle MP-2018. These tables were adopted following an experience study published by FRS in 2019 covering the period of July 1, 2013 through June 30, 2018.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimates ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of geometric real rates of return for each major asset class included in the pension plan’s target asset allocation as of September 30, 2023 are summarized in the following table:

Index	Target Asset Allocation	Long-Term Expected Real Rate of Return
Domestic large cap equities	27.5%-67.5%	7.91%
Domestic mid cap equities	27.5%-67.5%	8.20%
Domestic small cap equities	27.5%-67.5%	6.71%
Fixed income	12.5%-47.5%	2.78%
Real estate	0%-20%	5.83%
International equities	0%-15%	5.23%

## Note 7. Pension Plans (Continued)

### C. Police Officers Retirement Plan (Continued)

#### Sensitivity Analysis of the Net Pension Liability

Regarding the sensitivity of the PORP's net pension liability (asset) to changes in the single discount rate, the following presents the PORP's net pension liability (asset), calculated using a single discount rate of 6.00%, as well as what the plan's net pension liability (asset) would be if it were calculated using a single discount rate that is 1-percentage point lower or 1-percentage-point higher:

<u>1% Decrease (5.00%)</u>	<u>Current Discount Rate (6.00%)</u>	<u>1% Increase (7.00%)</u>
\$ 7,312,587	\$ 4,181,795	\$ 1,572,212

#### DROP Account

A portion of the FRP fiduciary net positions is designated for benefits that accrue in relation to the DROP account as described in the plan description. The DROP balance for the fiscal year ended September 30, 2023 was \$7,014,115.

### D. Florida Retirement System Plan

#### General Information

As provided by Chapters 121 and 112, *Florida Statutes*, the FRS provides two cost-sharing, multiple-employer defined benefit plans administered by the Florida Department of Management Services, Division of Retirement, which are the FRS Pension Plan ("Pension Plan") and the Retiree Health Insurance Subsidy ("HIS Plan"). Under Section 121 4501, *Florida Statutes*, the FRS also provides a defined contribution plan ("Investment Plan") alternative to the FRS Pension Plan, which is administered by the State Board of Administration ("SBA"). As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, county government, district school board, state university, community college, or participating city or special district within the State of Florida. The FRS provides retirement and disability benefits, annual cost-of-living adjustments (if applicable), and death benefits to plan members and beneficiaries. Benefits are established by Chapter 121, *Florida Statutes*, and Chapter 60S, *Florida Administrative Code*. Amendments to the law can be made only by an act of the Florida State Legislature.

The State of Florida annually issues a publicly available financial report that includes financial statements and required supplementary information for the FRS. The latest available report may be obtained by writing to the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, Florida 32315-9000, or from the Web site:

[www.dms.myflorida.com/workforce\\_operations/retirement/publications](http://www.dms.myflorida.com/workforce_operations/retirement/publications).

#### Plan Description

The Pension Plan is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program ("DROP") for eligible employees.

## Note 7. Pension Plans (Continued)

### D. Florida Retirement System Plan (Continued)

#### Benefits Provided

Benefits under the Pension Plan are computed on the basis of age and/or years of experience, average final compensation, and service credit. For Pension Plan members enrolled before July 1, 2011, Regular class members who retire at or after age 62 with at least 6 years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.6% of their final average compensation based on the 5 highest years of salary, for each year of credited service. Vested members with less than 30 years of service may retire before age 62 and receive reduced retirement benefits. Special Risk Administrative Support class members who retire at or after age 55 with at least 6 years of credited service or 25 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.6% of their final average compensation based on the 5 highest years of salary, for each year of credited service. Special Risk class members (sworn law enforcement officers, firefighters, and correctional officers) who retire at or after age 55 with at least 6 years of credited service, or with 25 years of service regardless of age, are entitled to a retirement benefit payable monthly for life, equal to 3.0% of their final average compensation based on the 5 highest years of salary for each year of credited service.

Senior Management Service class members who retire at or after age 62 with at least 6 years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 2.0% of their final average compensation based on the 5 highest years of salary for each year of credited service. Elected Officers' class members who retire at or after age 62 with at least 6 years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 3.0% (3.33% for judges and justices) of their final average compensation based on the 5 highest years of salary for each year of credited service.

For Plan members enrolled on or after July 1, 2011, the vesting requirement is extended to 8 years of credited service for all these members and normal retirement increases to age 65 or 33 years of service regardless of age for Regular, Senior Management Service, and Elected Officers' class members, and to age 60 or 30 years of service regardless of age for Special Risk and Special Risk Administrative Support class members. Also, the final average compensation for all these members will be based on the 8 highest years of salary.

As provided in Section 121.101, *Florida Statutes*, if the member is initially enrolled in the Pension Plan before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

In addition to the above benefits, the DROP program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with a FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest. There are no required contributions by DROP participants.

## Note 7. Pension Plans (Continued)

### D. Florida Retirement System Plan (Continued)

#### Contributions

Effective July 1, 2011, all enrolled members of the FRS, other than DROP participants, are required to contribute three percent of their salary to the FRS. In addition to member contributions, governmental employers are required to make contributions to the FRS based on state-wide contribution rates established by the Florida Legislature. These rates are updated as of July 1 of each year. The employer contribution rates by job class for the periods from October 1, 2022 through June 30, 2023 and from July 1, 2023 through September 30, 2023, respectively, were as follows: Regular - 11.91% and 13.57%; Special Risk Administrative Support – 38.65% and 39.82%; Special Risk - 27.83% and 32.67%; Senior Management Service - 31.57% and 34.52%; Elected Officers' - 57.00% and 58.68%; and DROP participants - 18.60% and 21.13%. These employer contribution rates include 1.66% HIS Plan subsidy for the period October 1, 2022 through September 30, 2023.

The City's contributions, including employee contributions, to the Pension Plan totaled \$483,846 for the measurement period ended June 30, 2023.

#### Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2023, the City reported a liability of \$4,543,870 for its proportionate share of the Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2022. The City's proportionate share of the net pension liability was based on the City's 2023 fiscal year contributions relative to the 2022 fiscal year contributions of all participating members. At June 30, 2023, the City's proportionate share was 0.011403340%, which was an increase of 0.002936225% from its proportionate share measured as of June 30, 2022.

For the fiscal year ended September 30, 2023, the City recognized pension expense of \$1,186,446. In addition, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 426,630	\$ -
Change of assumptions	296,207	-
Net difference between projected and actual earnings on pension plan investments	189,764	-
Changes in proportion and differences between City pension plan contributions and proportionate share of contributions	826,227	40,782
City pension plan contributions subsequent to the measurement date	124,631	-
Total	<u>\$ 1,863,459</u>	<u>\$ 40,782</u>



**Note 7. Pension Plans (Continued)**  
**D. Florida Retirement System Plan (Continued)**

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

The deferred outflows of resources related to the Pension Plan, totaling \$124,631 resulting from City contributions to FRS subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ending September 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the Pension Plan will be recognized in pension expense as follows:

Fiscal Year Ending September 30:	Amount
2024	\$ 331,235
2025	143,102
2026	931,286
2027	224,924
2028	67,499
Total	<u>\$ 1,698,046</u>

Actuarial Assumptions

The total pension liability in the June 30, 2023 actuarial valuation was determined using the following actuarial assumption, applied to all period included in the measurement:

Inflation	2.40%
Salary increases	3.25%, average, including inflation
Investment rate of return	6.70%, net of pension plan investment expense, including inflation
Actuarial cost method	Entry Age Normal

Mortality rates were based on the PUB-2010 base table, projected generationally with Scale MP-2018.

The actuarial assumptions used in the July 1, 2023 valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

The long-term expected rate of return assumption of 6.70% consist of two building block components: 1) an inferred real (in excess of inflation) return of 4.20%, which is consistent with the 4.48% real return from the capital market outlook model developed by the FRS consulting actuary, Milliman; and 2) a long-term average annual inflation assumption of 2.40% as adopted in October 2023 by the FRS Actuarial Assumption Conference. In the opinion of the FRS consulting actuary, both components and the overall 6.70% return assumption were determined to be reasonable and appropriate per Actuarial Standards of Practice. The 6.70% reported investment return assumption is the same as the investment return assumption chosen by the 2022 FRS Actuarial Assumption Conference for funding policy purposes.

## Note 7. Pension Plans (Continued)

### D. Florida Retirement System Plan (Continued)

#### Actuarial Assumptions (Continued)

For reference, the table below contains a summary of the actuarial assumptions for each of the asset classes in which the plan was invested at that time based on the long-term target asset allocation. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model.

Asset Class	Target Allocation <sup>(1)</sup>	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.00%	2.90%	2.90%	1.10%
Fixed income	19.80%	4.50%	4.40%	3.40%
Global equity	54.00%	8.70%	7.10%	18.10%
Real estate	10.30%	7.60%	6.60%	14.80%
Private equity	11.10%	11.90%	8.80%	26.30%
Strategic investments	3.80%	6.30%	6.10%	7.70%
Total	100.00%			
Assumed Inflation - Mean			2.40%	1.40%

(1) as outlined in the FRS Pension Plan's Investment Policy

#### Discount Rate

The discount rate used to measure the total pension liability was 6.70%. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees, if future experience follows assumptions and the actuarially determined contributions is contributed in full each year. Therefore, the discount rate for calculation of the total pension liability is equal to the long term expected rate of return.

#### Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following represents the City's proportionate share of the net pension liability calculated using the discount rate of 6.70%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (5.70%)	Current Discount Rate (6.70%)	1% Increase (7.70%)
City's proportionate share of the net pension liability	\$ 7,761,855	\$ 4,543,870	\$ 1,851,640

#### Pension Plan Fiduciary Net Position

Detailed information regarding the Pension Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Annual Comprehensive Financial Report.

## Note 7. Pension Plans (Continued)

### D. Florida Retirement System Plan (Continued)

#### Payables to the Pension Plan

At September 30, 2023, there were no payables for outstanding contributions to the FRS Plan.

### E. HIS Plan

#### Plan Description

The HIS Plan is a non-qualified, cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, *Florida Statutes*. The Florida legislature establishes and amends the contribution requirements and benefit terms of the HIS Program. The benefit is a monthly payment to assist eligible retirees and surviving beneficiaries of state-administered retirement systems in paying their health insurance costs. The HIS Plan is administered by the Florida Department of Management Services, Division of Retirement.

#### Benefits Provided

For the fiscal year ended September 30, 2023, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month. To be eligible to receive these benefits, a retiree under a state-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

#### Contributions

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for specified employees. For the fiscal year ended September 30, 2023, the HIS contribution for the period October 1, 2022 through September 30, 2023, was 1.66%. The City contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

The City's contributions to the HIS Plan totaled \$95,045 for the measurement period ended June 30, 2023.

#### Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflow's of Resources Related to Pensions

At September 30, 2023, the City reported a liability of \$2,268,913 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2023. The City's proportionate share of the net pension liability was based on the City's 2023 fiscal year contributions relative to the 2022 fiscal year contributions of all participating members.

## Note 7. Pension Plans (Continued)

### E. HIS Plan (Continued)

*Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflow's of Resources Related to Pensions (Continued)*

At June 30, 2023, the City's proportionate share was 0.014286667%, which was an increase of 0.001910079% from its proportionate share measured as of June 30, 2022.

For the fiscal year ended September 30, 2023, the City recognized pension expense of \$956,098. In addition, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 33,215	\$ 5,325
Change of assumptions	59,649	196,609
Net differences between projected and actual earnings on HIS Plan investments	1,172	-
Changes in proportion and differences between City HIS Plan contributions	258,050	8,641
City HIS Plan contributions subsequent to the measurement date	24,118	-
Total	\$ 376,204	\$ 210,575

The deferred outflows of resources related to the HIS Plan, totaling \$24,118 resulting from City contributions to the HIS Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ending September 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the HIS Plan will be recognized in pension expense as follows:"

Fiscal Year Ending September 30:	Amount
2024	\$ 65,141
2025	36,172
2026	20,278
2027	(2,664)
2028	13,816
Thereafter	8,768
Total	\$ 141,511

**Note 7. Pension Plans (Continued)**  
**E. HIS Plan (Continued)**

Actuarial Assumptions

The total pension liability in the July 1, 2023, actuarial valuation was determined using the following actuarial assumptions applied to all periods included in the measurement:

Inflation	2.40%
Salary increases	3.25%, average, including inflation
Investment rate of return	N/A
Actuarial cost method	Individual entry age

The actuarial assumptions used in the July 1, 2023 valuation were based on certain results from the most recent experience study of the FRS for the period July 1, 2013 - June 30, 2018.

Discount Rate

The discount rate used to measure the total pension liability was 3.65%. In general, the discount rate for calculating the total pension liability under GASB 67 is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate. The single equivalent discount rate is equal to the municipal bond rate selected by the FRS Actuarial Assumption Conference. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the City’s Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following represents the sensitivity of City’s proportionate share of the net pension liability calculated using the discount rate of 3.65%, as well as what the City’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (2.65%)	Current Discount Rate (3.65%)	1% Increase (4.65%)
City’s proportionate share of the net pension liability	\$ 2,588,476	\$ 2,268,913	\$ 2,004,017

Pension Plan Fiduciary Net Position

Detailed information regarding the HIS Plan’s fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Annual Comprehensive Financial Report.

Payables to the Pension Plan

At September 30, 2023, there were no payables for outstanding contributions to the HIS Plan.

## Note 7. Pension Plans (Continued)

### F. Investment Plan

The State Board Administration (“SBA”) administers the defined contribution retirement plan officially titled the Florida Retirement System Investment Plan (“Investment Plan”). The Investment Plan is reported in the SBA’s annual financial statements and in the State of Florida Annual Comprehensive Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. City employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member’s accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected officers, etc.), as the Pension Plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06% of payroll and by forfeited benefits of plan members. Contributions to the investment members’ accounts during the 2023 fiscal year, as established by Section 121.72, Florida Statutes, are based on a percentage of gross compensation, by class, as follows: Regular class 11.30%, Special Risk class 19.00%, Senior Management 12.67% and Elected Officers class 16.34%. For the year ended September 30, 2023, the City contributed \$257,619 to the Investment Plan.

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the Pension Plan vesting is transferred to the Investment Plan, the member must have the years of service required for Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on these funds. Non-vested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over his or her account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended September 30, 2023, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the City.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income.

**Note 7. Pension Plans (Continued)**  
**G. Florida Municipal Pension Trust Fund**

Plan Description

The City began participating in the Florida Municipal Pension Trust Fund (“FMPTF”) on November 1, 2002. Effective October 25, 2011, FMPTF was closed to new hires. Employees participating in the plan prior to closure had the option to continue in the plan or to participate in the Florida Retirement System (“FRS”). As of April 1, 2012, all new hires were required to participate in FRS. FMPTF is an agent multiple-employer defined benefit pension plan (the City receives a separate actuarial valuation) that acts as a common investment and administrative agent for any agency or political subdivision in or of the State of Florida including, but not limited to counties, municipalities, special districts, school districts and any other government entities. The pension trust program is sponsored and administered by the Florida League of Cities and benefit provisions of the plan are provided through Florida law. FMPTF issues a publicly available financial report that includes financial statements and required supplementary information.

The report may be obtained by writing Florida League of Cities, Inc. 301 South Bronough Street, Suite 300 Post Office Box 1757, Tallahassee, Florida 32302-1757. Consequently, this plan is not included in the accompanying pension trust funds of the City.

As of October 1, 2022, the date of the latest actuarial valuation, participation by City employees in the FMPTF consisted of the following:

Retirees and beneficiaries currently receiving benefits	7
Inactive employees entitled to but not yet receiving benefits	-
Active plan members	-
Active DROP participants	1
Total	8

*Eligibility* - All full-time management employees hired before October 25, 2011, were eligible for membership on the date of employment. After October 25, 2011, the plan was closed to new hires. Base compensation includes total cash remuneration paid to a plan participant for services rendered, but shall exclude overtime, sick leave, vacation pay, and lump-sum payments of accumulated annual leave. The average final compensation of plan members is the average of salary paid during the best three years of creditable service.

*Normal Retirement* - Members are eligible for normal retirement at age 55 with 6 years of credited service. The Plan represents the managerial employees of the City and is bifurcated into two groups, Group 1 and Group 2. The benefit received is computed based on the number of years of credited service multiplied by 2.0% and 2.25% for Group 1 and Group 2 employees, respectively, and multiplied by the final average compensation. A supplemental benefit for life of \$20 per month for each year of service will also be awarded. The form of benefit is a 10 year certain and life annuity.

## Note 7. Pension Plans (Continued)

### G. Florida Municipal Pension Trust Fund (Continued)

#### Plan Description (Continued)

*Early Retirement* - Members are eligible for early retirement at age 50 with 6 years of credited service. The amount of the accrued benefit will be reduced by 6% for each year before the normal retirement date.

*Disability Benefits* - A member deemed to be totally and permanently disabled from injury, disease or mental disorder for a period of 6 months will receive an amount equal to the accrued retirement benefit at the date of the disability.

*Death Benefits (preretirement)* - The beneficiary of a deceased member who was not vested or eligible for retirement shall receive a refund of 100% of the member's accumulated contributions. If a member dies prior to retirement, but is vested, the beneficiary shall receive the pension benefit otherwise payable as a 100% joint and survivor benefit calculated as though the member had retired on the date of their death.

*Termination Benefits* - A member with less than 6 years credited service shall be entitled to a full refund of his contributions. A member with 6 or more years of credited service shall be entitled to his accrued monthly retirement benefit if the member has not elected to withdraw his contributions and provided he survives to his normal or early retirement date.

#### Contributions

The member contribution rate is 11.00% of earnings. Employer contributions are equal to the remaining amount necessary for payment of normal (current year) cost and amortization of the accrued past service liability as provided in *Part VII of Florida Statutes, Chapter 112*. The City did not contribute funds for the fiscal year ended September 30, 2023. The excess contributions from previous periods were used to cover the actuarially determined contribution for the fiscal year. The entry age normal method is used for valuing assets of the plan.

#### Deferred Retirement Option Plan ("DROP")

A member is eligible to participate in DROP once they have attained normal retirement age.

The City's net pension liability (asset) for the FMPTF is measured as the total pension liability (asset) less the pension plan's fiduciary net position. At September 30, 2023, the City reported a net pension liability of \$404,268 related to the plan. The net pension liability was measured as of September 30, 2023 using an annual actuarial valuation as of October 1, 2022. The City recognized a pension benefit of \$117,575 for the year ended September 30, 2023.



**Note 7. Pension Plans (Continued)**  
**G. Florida Municipal Pension Trust Fund (Continued)**

*Pension Asset, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)*

The components of net pension liability (asset) of the City as of September 30, 2023, related to the FMPTF were as follows:

	<b>Total Pension Liability</b>	<b>Fiduciary Net Position</b>	<b>Net Pension Liability (Asset)</b>
<b>Balances at September 30, 2022</b>	\$ 4,818,597	\$ (4,354,765)	\$ 463,832
<b>Changes for the year:</b>			
Service cost	-	-	-
Interest	306,309	(290,139)	16,170
Experience differences	-	-	-
Assumption changes	-	-	-
Contributions - employer	-	-	-
Contributions - employee	-	(85,925)	(85,925)
Net investment income	-	-	-
Benefit payments, including refunds of employee contributions	(416,885)	416,885	-
Administrative expense	-	10,191	10,191
Net change	(110,576)	51,012	(59,564)
<b>Balances at September 30, 2023</b>	<u>\$ 4,708,021</u>	<u>\$ (4,303,753)</u>	<u>\$ 404,268</u>

At September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to the FMPTF from the following sources:

<b>Description</b>	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>
Net difference between projected and actual earnings on FMPTF investments	\$ 326,357	\$ -
Total	<u>\$ 326,357</u>	<u>\$ -</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<b>Fiscal Year Ending September 30:</b>	<b>Amount</b>
2024	\$ 76,571
2025	71,846
2026	195,125
2027	(17,185)
Total	<u>\$ 326,357</u>

## Note 7. Pension Plans (Continued)

### G. Florida Municipal Pension Trust Fund (Continued)

*Pension Asset, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)*

A single discount rate of 7.00% was used to measure the total pension liability. This single discount rate was based on the expected rate of return on pension plan investments of 4.38% plus 2.62% for long-term inflation. The projection of cash flows used to determine this single discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between the total actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments (4.38%) was applied to all periods of projected benefit payments to determine the total pension liability.

Actuarial Assumptions

Actuarial methods and significant actuarial assumptions used to measure the net pension liability of the FMPTF are as follows:

Valuation date	October 1, 2021
Measurement date	September 30, 2023
Discount rate	7.00% per annum (2.62% per annum is attributable to long-term inflation); this rate was used to discount all future benefit payments.
Salary increases	4.00% per annum
Cost-of-living increases	None assumed
Mortality	Sex-distinct rates set forth in the PUB-2010 Headcount-Weighted Below Median Employee Mortality Table for general employees, with full generational improvements in mortality using Scale MP-2018 and with male ages set back one year.
Retirement age	Retirement is assumed to occur at the later of normal retirement age or one year after the valuation date.
Other decrements	None assumed
Future contributions	Contributions from the employer and employees are assumed to be made as legally required.
Changes	No assumptions were changed since the prior measurement date.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimates ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

**Note 7. Pension Plans (Continued)**  
**G. Florida Municipal Pension Trust Fund (Continued)**

*Actuarial Assumptions (Continued)*

Best estimates of arithmetic real rates of return for each major asset class included in the pension plan’s target asset allocation as of September 30, 2022, the measurement date, are summarized in the following table:

<b>Index</b>	<b>Asset Allocation</b>	<b>Long-Term Expected Real Rate of Return</b>
Core bonds	15.00%	1.60%
Core plus	15.00%	2.10%
U.S. large cap equity	25.00%	4.60%
U.S. small cap equity	14.00%	5.50%
Non-U.S. equity	21.00%	6.70%
Core real estate	10.00%	5.00%

*Sensitivity Analysis of the Net Pension Liability*

Regarding the sensitivity of the net pension liability to changes in the single discount rate, the following presents the plan’s net pension liability, calculated using a single discount rate of 7.00%, as well as what the plan’s net pension liability would be if it were calculated using a single discount rate that is 1-percentage point lower or 1-percentage point higher:

<b>1% Decrease (6.00%)</b>	<b>Current Discount Rate (7.00%)</b>	<b>1% Increase (8.00%)</b>
\$ 810,805	\$ 404,268	\$ 52,000

Applicable totals for the City’s defined benefit pension plans are reflected below:

	<b>GEPP</b>	<b>FRP</b>	<b>PORP</b>	<b>FRS</b>
Net pension asset	\$ -	\$ -	\$ -	\$ -
Net pension liability	4,141,837	4,970,379	4,181,795	4,543,870
Deferred outflows of resources	2,144,549	2,583,038	3,275,159	1,863,459
Deferred inflows of resources	25,891	-	-	40,782
Pension expense (benefit)	430,704	696,201	3,433,896	1,186,446

	<b>HIS</b>	<b>FMPTF</b>	<b>Total</b>
Net pension asset	\$ -	\$ -	\$ -
Net pension liability	2,268,913	404,268	20,511,062
Deferred outflows of resources	376,204	326,357	10,568,766
Deferred inflows of resources	210,575	-	277,248
Pension expense (benefit)	956,098	117,575	6,820,920

## Note 8. Other Post-Employment Benefits

### Plan Description

Pursuant to Section 112.081, Florida Statutes, the City is required to offer eligible retirees and their eligible dependents to participate in the City's health insurance program at a cost to the retiree that is no greater than the cost at which coverage is available for active employees. These retirees pay 100% of the blended rate for active and retired employees. Because the blended rate is greater than that of a plan including active employees only and less than that of a plan including retirees only, the amount the City expends for active employees includes an implicit subsidy for participating retirees and dependents.

The OPEB Plan is a single employer defined benefit plan and does not issue a publicly available financial report.

Participants of the plan consisted of the following as of September 30, 2023, the measurement date:

Inactive employees currently receiving benefits	30
Inactive employees entitled to but not yet receiving benefits	-
Active employees	99
Total	129

### Contributions

The City has elected to fund the plan on a "pay as you go" basis. The City contributes the current year benefit costs of the plan which are not paid by the retiree. For the fiscal year ended September 30, 2023, the City did not make any contributions for the pay as you go benefits for the plan.

### Total OPEB Liability of the City

The City's total OPEB liability was measured as of September 30, 2023 and was determined by using an actuarial valuation as of October 1, 2021, rolled forward to the measurement date, using standard update procedures.

## Note 8. Other Post-Employment Benefits (Continued)

### Actuarial assumptions.

The total OPEB liability in the September 30, 2023 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Discount Rate:	4.87%
Healthcare Cost Trend Rate:	2.00% - 7.00%, initial
	4.50%, Ultimate rate is reached in 2037
Inflation Rate:	3.00%
Salary increase:	4.00%
Actuarial cost method	Entry Age Normal

Mortality rates were based on the Pub G.H-2010 Mortality Table – General with Mortality Improvement using Scale MP-2020.

The actuarial assumptions used in the September 30, 2023 valuation were based on the results of an actuarial experience study for the period 2010-2011.

### Discount rate

The discount rate used to measure the total OPEB liability was 4.87%. This is the S&P Municipal Bond 20-Year High-Grade Rate Index as of September 30, 2023.

### Changes in the Total OPEB Liability of the City

The changes in the total OPEB liability of the City for the year ended September 30, 2023, were as follows:

	<u>Total OPEB Liability</u>
<b>Balance at September 30, 2022</b>	\$ 6,568,320
<b>Changes for the year:</b>	
Service cost	129,320
Interest	298,934
Difference between expected and actual experience	-
Changes of assumptions and other inputs	(56,231)
Benefit payments	(602,704)
Net change	(230,681)
<b>Balance at September 30, 2023</b>	<u>\$ 6,337,639</u>

The required schedule of changes in the City’s total OPEB liability and related ratios immediately following the notes to the financial statements present multiyear trend information about the total OPEB liability.

## Note 8. Other Post-Employment Benefits (Continued)

### Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate of 4.87%, as well as what the City's total OPEB liability would be if it was calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate:

<b>1% Decrease (3.87%)</b>	<b>Current Discount Rate (4.87%)</b>	<b>1% Increase (5.87%)</b>
\$ 6,947,383	\$ 6,337,639	\$ 5,824,492

### Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

<b>1% Trend Decrease</b>	<b>Trend Rate Assumption</b>	<b>1% Trend Increase</b>
\$ 5,806,472	\$ 6,337,639	\$ 6,962,016

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future, and actuarially determined amounts are subject to continual revisions as results are compared to past expectations and new estimates are made about the future. Actuarial calculations reflect a long-term perspective.

### OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2023, the City recognized OPEB benefit of \$392,240. At September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

<b>Description</b>	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>
Assumption changes	\$ 826,663	\$ 1,266,403
Experience differences between expected and actual	445,709	133,209
Total	<u>\$ 1,272,372</u>	<u>\$ 1,399,612</u>

## Note 8. Other Post-Employment Benefits (Continued)

### OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

Amounts reported as future deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ending September 30:	
2024	\$ (15,073)
2025	1,736
2026	(4,934)
2027	(56,738)
2028	(35,665)
Thereafter	(16,566)
Total	<u>\$ (127,240)</u>

## Note 9. Deferred Compensation Plan

The City offers a deferred compensation plan to its employees in addition to the pension plans. Participation is optional. The City has adopted the provisions of IRS Code Section 457(g) and GASB Statement No. 32, *Accounting and Financial Reporting for IRS Code Section 457 Deferred Compensation Plans*. Under these provisions, all assets and income for the plans are held in trust for the exclusive benefit of participants. Accordingly, the assets and liabilities of the plan are not reported within the City's financial statements.

## Note 10. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; natural disasters and pollution related activities. The City's participation in the risk pool which requires annual premium payments in return for transferring risks among pool participants. Settled claims from these risks have not exceeded the risk pool insurance limits nor have additional premiums been assessed relative to the past three fiscal years.

The City is not a defendant in any lawsuit at this time. The City only has regular insurance claims.

## Note 11. Encumbrances

Purchase orders are issued throughout the year to encumber budgets in the governmental funds. These amounts are included within the assigned fund balance on the face of the governmental fund financial statements, as applicable, and are assigned primarily for various capital projects. Encumbrances as of September 30, 2023, are as follows:

General Fund	\$	396,121
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## Note 12. Commitments And Contingencies

Broward Sheriff's Office: On January 13, 2004, the City entered into an agreement with the Sheriff of Broward County, Florida ("BSO") whereby the BSO would provide the City with daily law enforcement, fire protection/prevention and emergency medical services (the "Original Agreement"). The Original Agreement was for 5 years with two additional 5 year options. The City exercised the first 5 year option in 2010 and the second 5 year option in 2014. The Original Agreement reached its final expiration during the fiscal year ended September 30, 2019. The Original Agreement provided for a one-year transition period under the same terms and conditions (the "Transition Period"), during which time the City and BSO continued to negotiate a new contract for law enforcement and fire rescue services. On or about October 1, 2020, the City and BSO entered into new 5-year agreements for law enforcement and fire protection / prevention and emergency medical services. The City and BSO were in disagreement about each party's pension obligations during the Transition Period. During the Transition Period, BSO continued to provide services to the City, and the City made payments to BSO under protest, pending resolution of the dispute about each party's pension obligations. On or about October 9, 2020, the City filed a lawsuit against BSO seeking to recover the pension payments made by the City during the Transition Period. As late as May 23, 2022, the City filed an amended complaint and is vigorously pursuing its legal recourse. BSO has filed a motion to dismiss the City's amended complaint, and the parties have been engaged in ongoing discovery. The parties are in the process of coordinating a hearing date for the court to consider BSO's motion to dismiss the City's amended complaint. Thus, as of the date of this report, the City and BSO are part of an ongoing litigation, the outcome of which is not determinable at this time.

The City's public safety employees became employees of BSO on February 15, 2004, the effective date of the agreement, and BSO assumed the City's liability for accrued sick, vacation and other leave time. BSO provided the new employees the option of remaining with the City's pension plan or switching to the Florida Retirement System ("FRS") Plan and, accordingly, remitting to the City required contributions attributable to those employees that remained with the City's pension plan.



## Note 12. Commitments And Contingencies (Continued)

*Outstanding Construction Commitments:* The City has active construction projects as of September 30, 2023. The outstanding construction commitments are as follows:

Project Name	Vendor Name	Original Amount	Balance
P&T Court Resurfacing	Fast-Dry Courts, Inc.	\$ 72,515	\$ 72,515
Pickleball Court Upgrade	Finish Line Maintenance Services	3,895	1,948
Pickleball Court Upgrade	Most Dependable Fountains, Inc.	9,430	9,430
P&T Parking Lot Resurfacing	Weekley Asphalt Paving, Inc.	66,051	66,051
Row Bridge Fence Replacement	NDR Maintenance Services	25,834	25,834
Service Lines Replacement Flamingo Townhouse	Chen Moore & Associates	19,800	6,418
Water Treatment Plant Rehabilitation	Hazen & Sawyer	56,906	28,391
Rehab of Water Supply Wells	Aquifer Maint. & Performance	100,000	91,746
55 Pump Station Rehab	Chen Moore & Associates	40,890	15,540
Water & Sewer Master Plan Update	Hazen & Sawyer	496,159	415,755
Total		<u>\$ 891,480</u>	<u>\$ 733,628</u>

In addition, the City has other commitments in the various proprietary funds other than outstanding construction in the following amounts:

Water & Sewer Fund	\$ 255,269
Total	<u>\$ 255,269</u>

*Contingencies:* The City participates in various federal and state grant programs, the principal of which is subject to audit and adjustment. If any expenditures are disallowed by grantor agencies as result of such audit, any claim for reimbursement to the grantor agencies would become a liability of the City. In the opinion of management, all grant expenditures are in compliance with the terms of the grant agreement and applicable federal and state laws and regulations.

On March 11, 2021, Congress passed the American Rescue Plan Act of 2021. The bill provides additional relief to address the continued impact of COVID-19. The Coronavirus Local Fiscal Recovery Funds (CLFRF) program is a component of the American Rescue Plan Act of 2021. It provides funding to local governments to broadly respond to the COVID-19 public health emergency. This City was awarded approximately \$ 18 million through this Act with a spending deadline of December 31, 2026. The City received the second tranche of the award amounting to \$ 8.9 million in fiscal year 2022 for a total of \$ 17.9 million. As of September 30, 2023, \$ 6,392,444 has been obligated and \$ 5,564,778 was spent and the remaining \$ 12.4 million received is reported as unearned revenue in the accompanying financial statements.

## Note 13 - Wastewater Reuse System

Florida Statute, Section 403.086(9)(c)(1) required that each utility that had a permit for a domestic wastewater facility that discharged through an ocean outfall on July 1, 2008, must install, or cause to be installed, a functioning reuse system within the utility's service area or, by contract with another utility within Miami-Dade County, Broward County, or Palm Beach County by December 31, 2025. Per the legislation, the City of Cooper City is subject to an Administrative Order requiring that it provide a total of 900,000 gallons per day of reuse water on an average daily flow basis. The City of Cooper City opted to satisfy this requirement by entering an interlocal agreement in November 2017 with the City of Miramar who agreed to complete an expansion of its Reuse System that will be capable of satisfying the City of Cooper City's reuse system requirements. A payment of \$3,500,000 was required and made within ninety days of execution of the agreement. This payment includes any future operation and maintenance costs for the Reuse System during the term of the agreement. The agreement term began upon execution by both cities and will continue for a period of thirty years thereafter.

As of September 30, 2023, the \$ 3,500,000 lump-sum payment made to the City of Miramar for wastewater capacity rights has been recorded as a prepaid item. Once the expansion of the City of Miramar's reuse system is complete (which must be no later than December 31, 2025), this amount will be recorded as an intangible asset and amortized over the period set forth in the interlocal agreement between the City of Cooper City and the City of Miramar.

## Note 14 - Leases

### Lessor

The financial statements include the effects of GASB Statement No. 87, Leases. The primary objective of this statement is to enhance the relevance and consistency of information about governments' leasing activities. This statement establishes a single model for lease accounting based on the principle that leases are financings of the right to use an underlying asset. A lessor is required to recognize a lease receivable and a deferred inflow of resources. For additional information, refer to the disclosures below.

The City entered into 2 land leases. An initial lease receivable was recorded in the amount of \$ 492,168. As of September 30, 2023, the value of the lease receivable is \$ 330,708. The leases have an interest rate of 3.77%. The value of the deferred inflow of resources as of September 30, 2023 was \$ 306,248, and the City recognized lease revenue of approximately \$ 237,000 during the fiscal year.

### Note 14 - Leases (Continued)

Governmental Activities			
Classification	Term Range In Months	Lease Receivable as of Commencement Date	Lease Receivable as of 9/30/2023
Land	25-30	460,973	330,708

Receipt Forecast			
Year Ending September-30	Principal	Interest	Total
2024	52,508	11,578	64,086
2025	57,131	9,520	66,651
2026	62,037	7,282	69,319
2027	67,234	4,855	72,089
2028	72,744	2,226	74,970
Thereafter	19,054	1,536	20,590
Total	330,708	36,997	367,705

#### Lessee

Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset. For additional information, refer to Notes 4 and 6.

**City of Cooper City, Florida**  
**Required Supplementary Information**  
**Schedule of Revenues, Expenditures and**  
**Changes in Fund Balances - Budget and Actual**  
**General Fund**  
**For The Year Ended September 30, 2023**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>Revenues:</b>				
Property taxes	\$ 20,756,993	\$ 20,756,993	\$ 20,808,042	\$ 51,049
Franchise fees and utility taxes	6,587,977	6,587,977	7,666,785	1,078,808
Licenses and permits	490,000	490,000	376,010	(113,990)
Intergovernmental revenues	4,375,931	4,375,931	5,646,090	1,270,159
Charges for services	6,736,060	6,736,060	7,070,094	334,034
Fines and forfeitures	170,000	170,000	137,770	(32,230)
Investment income	150,700	150,700	739,532	588,832
Miscellaneous	255,000	255,000	222,942	(32,058)
<b>Total revenues</b>	<b>39,522,661</b>	<b>39,522,661</b>	<b>42,667,265</b>	<b>3,144,604</b>
<b>Expenditures:</b>				
Current:				
General government				
City Commission	311,308	311,308	251,576	59,732
Administrative	668,337	726,488	725,112	1,376
City Clerk	519,870	539,653	504,298	35,355
Human resources	597,761	631,328	555,566	75,762
Finance	1,427,006	1,476,270	1,166,981	309,289
Legal	484,000	484,000	462,278	21,722
Boards and committees	13,700	14,090	9,009	5,081
Community development	368,793	368,793	329,429	39,364
Public works administration	721,617	724,416	451,966	272,450
Fleet services	392,677	392,677	330,447	62,230
Street Maintenance	412,922	399,422	11,532	387,890
Nondepartmental	1,045,745	914,929	434,822	480,107
<b>Total general government</b>	<b>6,963,736</b>	<b>6,983,374</b>	<b>5,233,016</b>	<b>1,750,358</b>
<b>Public safety:</b>				
Code enforcement	624,944	624,944	507,670	117,274
Police	15,478,534	15,333,959	15,280,933	53,026
Fire	12,889,032	12,889,032	12,979,965	(90,933)
<b>Total public safety</b>	<b>28,992,510</b>	<b>28,847,935</b>	<b>28,768,568</b>	<b>79,367</b>
<b>Physical environment:</b>				
Physical environment				
Property maintenance	540,403	540,987	523,989	16,998
<b>Total physical environment</b>	<b>540,403</b>	<b>540,987</b>	<b>523,989</b>	<b>16,998</b>

**City of Cooper City, Florida  
Required Supplementary Information  
Schedule of Revenues, Expenditures and  
Changes in Fund Balances - Budget and Actual  
General Fund (Continued)  
For The Year Ended September 30, 2023**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>Expenditures:</b>				
<b>Culture and recreation:</b>				
Parks	1,895,649	2,168,741	2,073,083	95,658
Recreation	2,484,133	2,491,938	2,305,927	186,011
Total culture and recreation	<u>4,379,782</u>	<u>4,660,679</u>	<u>4,379,010</u>	<u>281,669</u>
<b>Debt service:</b>				
Debt service principal	4,000	4,000	40,824	(36,824)
Interest and other fiscal charges on line of credit	-	-	40,672	(40,672)
Total debt service	<u>4,000</u>	<u>4,000</u>	<u>81,496</u>	<u>(77,496)</u>
Capital Outlay	176,657	350,869	154,549	196,320
Total expenditures	<u>41,057,088</u>	<u>41,387,844</u>	<u>39,140,628</u>	<u>2,247,216</u>
Excess of revenues (deficiency) over (under) expenditures	<u>(1,534,427)</u>	<u>(1,865,183)</u>	<u>3,526,637</u>	<u>5,391,820</u>
<b>Other financing sources (uses):</b>				
Proceeds from debt	-	-	50,001	50,001
Transfers in	2,269,395	2,269,395	2,219,395	(50,000)
Transfers out	(1,152,198)	(1,319,053)	(1,152,198)	166,855
Total other financing sources (uses)	<u>1,117,197</u>	<u>950,342</u>	<u>1,117,198</u>	<u>166,856</u>
<b>Change in fund balance</b>	<u>(417,230)</u>	<u>(914,841)</u>	<u>4,643,835</u>	<u>5,558,676</u>
Fund Balances, Beginning of Year	11,853,628	11,737,838	15,531,653	3,793,815
Fund Balances, End of Year	<u>\$ 11,436,398</u>	<u>\$ 10,822,997</u>	<u>\$ 20,175,488</u>	<u>\$ 9,352,491</u>

**City of Cooper City, Florida**  
**Required Supplementary Information**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances -**  
**Budget and Actual**  
**ARPA Fund**  
**For The Year Ended September 30, 2023**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues:</b>				
Intergovernmental	\$ 8,965,280	\$ 8,965,280	\$ 2,018,132	\$ (6,947,148)
Investment earnings	84,746	84,746	-	(84,746)
Total revenues	<u>9,050,026</u>	<u>9,050,026</u>	<u>2,018,132</u>	<u>(7,031,894)</u>
<b>Expenditures:</b>				
Current:				
General government	2,268,754	3,103,699	588,790	2,514,909
Capital outlay	1,931,272	6,490,796	1,429,342	5,061,454
Total expenditures	<u>4,200,026</u>	<u>9,594,495</u>	<u>2,018,132</u>	<u>7,576,363</u>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	4,850,000	(544,469)	-	544,469
<b>Other Financing Sources (Uses):</b>				
Transfers out	<u>(4,850,000)</u>	<u>(4,850,000)</u>	-	4,850,000
<b>Net Change in Fund Balance</b>	<u>\$ -</u>	<u>\$ (5,394,469)</u>	-	<u>\$ 5,394,469</u>
<b>Fund Balance, Beginning of Year</b>			-	
<b>Fund Balance, End of Year</b>			<u>\$ -</u>	

## NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION

### Note 1. Budgets And Budgetary Accounting

The annual budgets are adopted on a basis consistent with generally accepted accounting principles for all governmental funds. The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. Prior to August 15, the City Manager submits to the City Commission a proposed operating budget for such funds as may be required by law or by sound financial practices for the year commencing on October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Annual budgets are legally adopted for the General, Debt Service, Capital Improvement, Special Revenue and Proprietary Funds.
3. Public hearings are conducted to obtain taxpayer comments.
4. Prior to October 1, the budget is legally enacted through passage of an appropriate ordinance.
5. The legal level of budgetary control, the level at which expenditures may not exceed budget, is at the fund level. Budgets are monitored at the activity level within each department. However, at the City Manager's discretion, actual expenditures may exceed their budget within an individual department. Expenditures may not, however, legally exceed their budget at the individual fund level. Only the City Commission can legally amend the original budget once it is enacted.
6. Budgets for the governmental funds and the proprietary funds are adopted on a basis consistent with accounting principles generally accepted in the United States of America.
7. Budget amounts are as originally adopted or as amended by the City Commission.

For the year ended September 30, 2023, expenditures exceed the legally authorized budget as follows:

<b>General Fund</b>		
Fire	\$	90,933
Debt service	\$	77,496
<b>Capital Improvements Fund</b>		
Interest on interfund loan	\$	28,537

The excess expenditures were covered by excess revenues or available fund balance in the funds.

**City of Cooper City, Florida  
Required Supplementary Information  
(Unaudited)  
Schedule of Changes in Net Pension Liability (Asset) and Related Ratios  
General Employees' Pension Plan**

Fiscal year:	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015
Measurement date as of:	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014
<b>Total pension liability:</b>									
Service cost	\$ 542,853	\$ 567,916	\$ 636,998	\$ 677,417	\$ 668,832	\$ 817,482	\$ 802,604	\$ 801,521	\$ 871,704
Interest	2,774,130	2,819,148	2,783,130	2,709,166	2,627,781	2,519,908	2,492,570	2,444,577	2,317,934
Difference between expected and actual experience	(284,796)	(132,181)	(194,382)	61,745	174,284	109,331	(630,774)	(533,237)	22,168
Assumption change	407,953	(469,163)	415,451	405,082	392,598	824,532	345,787	335,762	-
Benefit payments	(2,847,225)	(2,763,214)	(2,084,089)	(2,211,697)	(2,085,119)	(2,064,187)	(2,240,698)	(1,545,365)	(1,153,732)
Refunds	-	-	-	-	-	-	-	(49,992)	(64,469)
<b>Net change in total pension liability</b>	<b>592,915</b>	<b>22,506</b>	<b>1,557,108</b>	<b>1,641,713</b>	<b>1,778,376</b>	<b>2,207,066</b>	<b>769,489</b>	<b>1,453,266</b>	<b>1,993,605</b>
<b>Total pension liability - beginning</b>	<b>42,913,036</b>	<b>42,890,530</b>	<b>41,333,422</b>	<b>39,691,709</b>	<b>37,913,333</b>	<b>35,706,267</b>	<b>34,936,778</b>	<b>33,483,512</b>	<b>31,489,907</b>
<b>Total pension liability - ending</b>	<b>\$ 43,505,951</b>	<b>\$ 42,913,036</b>	<b>\$ 42,890,530</b>	<b>\$ 41,333,422</b>	<b>\$ 39,691,709</b>	<b>\$ 37,913,333</b>	<b>\$ 35,706,267</b>	<b>\$ 34,936,778</b>	<b>\$ 33,483,512</b>
<b>Plan fiduciary net position:</b>									
Contributions - employer (City)	\$ 734,327	\$ 973,885	\$ 757,491	\$ 764,183	\$ 813,108	\$ 786,998	\$ 860,950	\$ (329,065)	\$ 993,478
Contributions - non-employer contributing entity (BSO)	8,648	7,172	135,719	108,544	121,532	126,703	135,040	96,707	248,338
Contributions - employee	225,932	240,793	317,825	343,129	367,684	413,738	437,430	364,865	527,463
Net investment income	(2,866,602)	7,427,748	2,769,440	1,590,091	3,152,883	3,134,831	2,401,377	741,361	2,812,142
Benefit payments	(2,847,225)	(2,763,214)	(2,084,089)	(2,211,697)	(2,085,119)	(2,064,187)	(2,240,698)	(1,545,365)	(1,153,732)
Refunds	-	-	-	-	-	-	-	(76,770)	(64,469)
Administrative expenses	(83,099)	(69,554)	(65,395)	(65,620)	(61,705)	(51,226)	(57,388)	(77,950)	(40,559)
<b>Net change in plan fiduciary net position</b>	<b>(4,828,019)</b>	<b>5,816,830</b>	<b>1,830,991</b>	<b>528,630</b>	<b>2,308,383</b>	<b>2,346,857</b>	<b>1,536,711</b>	<b>501,965</b>	<b>3,322,661</b>
<b>Plan fiduciary net position - beginning</b>	<b>44,192,133</b>	<b>38,375,303</b>	<b>36,544,312</b>	<b>36,015,682</b>	<b>33,707,299</b>	<b>31,360,442</b>	<b>29,823,731</b>	<b>29,321,766</b>	<b>25,999,105</b>
<b>Plan fiduciary net position - ending</b>	<b>\$ 39,364,114</b>	<b>\$ 44,192,133</b>	<b>\$ 38,375,303</b>	<b>\$ 36,544,312</b>	<b>\$ 36,015,682</b>	<b>\$ 33,707,299</b>	<b>\$ 31,360,442</b>	<b>\$ 29,823,731</b>	<b>\$ 29,321,766</b>
<b>Net pension liability</b>	<b>\$ 4,141,837</b>	<b>\$ (1,279,097)</b>	<b>\$ 4,515,227</b>	<b>\$ 4,789,110</b>	<b>\$ 3,676,027</b>	<b>\$ 4,206,034</b>	<b>\$ 4,345,825</b>	<b>\$ 5,113,047</b>	<b>\$ 4,161,746</b>
<b>Plan fiduciary net position as a percentage of the total pension liability</b>	<b>90.48%</b>	<b>102.98%</b>	<b>89.47%</b>	<b>88.41%</b>	<b>90.74%</b>	<b>88.91%</b>	<b>87.83%</b>	<b>85.36%</b>	<b>87.57%</b>
<b>Covered payroll</b>	<b>\$ 2,429,530</b>	<b>\$ 2,546,576</b>	<b>\$ 2,883,883</b>	<b>\$ 3,123,915</b>	<b>\$ 3,139,861</b>	<b>\$ 3,770,460</b>	<b>\$ 3,755,374</b>	<b>\$ 3,812,310</b>	<b>\$ 4,137,685</b>
<b>Net pension liability as a percentage of covered payroll</b>	<b>170.48%</b>	<b>-50.23%</b>	<b>156.57%</b>	<b>153.30%</b>	<b>117.08%</b>	<b>111.55%</b>	<b>115.72%</b>	<b>134.12%</b>	<b>100.58%</b>

**Notes to the Schedule:**

The Schedule will present 10 years of information once it is accumulated.



**City of Cooper City, Florida**  
**Required Supplementary Information (Unaudited)**  
**Schedule of Contributions**  
**General Employees' Pension Plan**  
**(In Thousands)**

Reporting period:	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014
Actuarially determined contribution	\$ 484,361	\$ 778,477	\$ 973,885	\$ 946,938	\$ 950,442	\$ 999,254	\$ 963,025	\$ 1,068,704	\$ 1,269,828	\$ 1,278,957
Actual City Contribution	484,361	778,477	984,919	966,289	931,174	1,000,080	981,925	1,068,704	1,095,824	1,375,537
Contribution Deficiency/(Excess)	\$ -	\$ -	\$ (11,034)	\$ (19,351)	\$ 19,268	\$ (826)	\$ (18,900)	\$ -	\$ 174,004	\$ (96,580)
Covered payroll	\$ 2,166,935	\$ 2,429,530	\$ 2,546,576	\$ 2,883,883	\$ 3,123,915	\$ 3,139,861	\$ 3,770,460	\$ 3,755,374	\$ 3,812,310	\$ 4,137,685
Contributions as a percentage of covered payroll	22.35%	32.04%	38.68%	33.51%	29.81%	31.85%	26.04%	28.46%	28.74%	33.24%

**Notes to Schedule:**

Actuarial cost method	Frozen entry age for city members , aggregate for BSO members.
Inflation	2.25%
Salary increases	6.00%, including inflation
Investment rate of return	6.50%
Retirement age	Experience based table of rates that are specific to the type of eligibility condition.
Asset valuation method	5 years smoothed market
Mortality	The same versions of Pub-2010 Headcount-Weighted Mortality Tables as used by the Florida Retirement System (FRS) in their July 1, 2020 actuarial valuation (with mortality improvements projected to all future years after 2010 using Scale MP-2018). Florida Statutes Chapter 112.63(1)(f) mandates the use of mortality tables from one of the two most recently published FRS actuarial valuation reports.

**City of Cooper City, Florida**  
**Required Supplementary Information**  
**(Unaudited)**  
**Schedule of Annual Money-Weighted Rate of Return**  
**General Employees' Pension Trust Fund**

Reporting period:	<u>9/30/2023</u>	<u>9/30/2022</u>	<u>9/30/2021</u>	<u>9/30/2020</u>	<u>9/30/2019</u>	<u>9/30/2018</u>	<u>9/30/2017</u>	<u>9/30/2016</u>	<u>9/30/2015</u>	<u>9/30/2014</u>
Annual money-weighted rate of return	7.32%	-6.86%	7.10%	7.10%	6.80%	6.75%	7.20%	4.50%	3.12%	10.60%

**City of Cooper City, Florida**  
**Required Supplementary Information**  
**(Unaudited)**  
**Schedule of Changes in Net Pension Liability and Related Ratios**  
**Firefighters' Pension Trust Fund**

Fiscal year:	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015
Measurement Date:	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014
Total pension liability:									
Service cost	\$ -	\$ -	\$ 83,619	\$ 68,885	\$ 92,137	\$ 127,131	\$ 159,041	\$ 158,031	\$ 188,438
Interest	1,645,878	1,701,662	1,746,468	1,877,264	1,937,118	1,961,774	1,973,413	1,939,322	1,885,382
Difference between expected and actual experience	297,948	351,735	19,190	177,506	213,127	(368,423)	(544,532)	47,678	104,017
Assumption changes	-	(12,290)	-	1,277,986	-	(300,125)	-	-	-
Benefit payments	(1,765,909)	(2,044,277)	(2,884,061)	(3,858,027)	(2,290,342)	(1,184,833)	(2,259,752)	(1,058,286)	(1,727,969)
Other	30,010	18,622	9,184	5,349	-	-	-	-	10,020
Net change in total pension liability	207,927	15,452	(1,025,600)	(451,037)	(47,960)	235,524	(671,830)	1,086,745	459,888
Total pension liability - beginning	27,217,005	27,201,553	28,227,153	28,678,190	28,726,150	28,490,626	29,162,456	28,075,711	27,615,823
Total pension liability - ending	\$ 27,424,932	\$ 27,217,005	\$ 27,201,553	\$ 28,227,153	\$ 28,678,190	\$ 28,726,150	\$ 28,490,626	\$ 29,162,456	\$ 28,075,711
Plan fiduciary net position:									
Contributions - employer (City)	\$ 363,327	\$ 437,786	\$ 472,643	\$ 98,221	\$ 105,415	\$ 55,398	\$ 29,947	\$ -	\$ 1,580
Contributions - employer (State)	256,304	227,032	211,118	200,485	188,622	238,638	238,638	255,058	304,056
Contributions - non-employer contributing entity (BSO)	-	-	-	946,677	1,043,371	942,216	985,120	299,251	1,032,767
Contributions - employee	-	-	10,724	8,788	9,147	13,068	16,021	18,257	20,357
Net investment income	(3,300,118)	4,190,322	1,543,370	1,135,710	1,893,466	2,183,286	1,995,879	(542,222)	2,339,825
Benefit payments	(1,765,909)	(2,044,277)	(2,884,061)	(3,858,027)	(2,290,342)	(1,184,833)	(2,259,752)	(1,058,286)	(1,727,969)
Administrative expenses	(85,356)	(80,100)	(82,000)	(99,285)	(87,968)	(78,548)	(97,893)	(71,424)	(60,591)
Net change in plan fiduciary net position	(4,531,752)	2,730,763	(728,206)	(1,567,431)	861,711	2,169,225	907,960	(1,099,366)	1,910,025
Plan fiduciary net position - beginning	26,986,305	24,255,542	24,983,748	26,551,179	25,689,468	23,520,243	22,612,283	23,711,649	21,801,624
Plan fiduciary net position - ending	\$ 22,454,553	\$ 26,986,305	\$ 24,255,542	\$ 24,983,748	\$ 26,551,179	\$ 25,689,468	\$ 23,520,243	\$ 22,612,283	\$ 23,711,649
<b>Net position liability</b>	<b>\$ 4,970,379</b>	<b>\$ 230,700</b>	<b>\$ 2,946,011</b>	<b>\$ 3,243,405</b>	<b>\$ 2,127,011</b>	<b>\$ 3,036,682</b>	<b>\$ 4,970,383</b>	<b>\$ 6,550,173</b>	<b>\$ 4,364,062</b>
Plan fiduciary net position as a percentage of the total pension liability	81.88%	99.15%	89.17%	88.51%	92.58%	89.43%	82.55%	77.54%	84.46%
Covered payroll	\$ -	\$ -	\$ 141,767	\$ 254,661	\$ 245,265	\$ 378,798	\$ 464,086	\$ 529,204	\$ 590,048
Net pension liability as a percentage of covered payroll	N/A	N/A	2078.07%	1273.62%	867.23%	801.66%	1071.00%	1237.74%	739.61%

**Notes to the Schedule:**

The Schedule will present 10 years of information once it is accumulated.

**City of Cooper City, Florida  
Required Supplementary Information  
(Unaudited)  
Schedule of Contributions  
Firefighters' Pension Plan**

Reporting period:	<u>9/30/2023</u>	<u>9/30/2022</u>	<u>9/30/2021</u>	<u>9/30/2020</u>	<u>9/30/2019</u>	<u>9/30/2018</u>	<u>9/30/2017</u>	<u>9/30/2016</u>	<u>9/30/2015</u>	<u>9/30/2014</u>
Actuarially determined contribution	\$ 527,686	\$ 589,621	\$ 646,195	\$ 673,865	\$ 1,256,550	\$ 1,337,407	\$ 1,220,415	\$ 1,279,156	\$ 1,358,054	\$ 1,296,957
Actual City Contribution	527,686	589,621	646,196	674,577	1,245,383	1,337,408	1,236,252	1,253,705	554,309	1,328,383
Contribution Deficiency/(Excess)	\$ -	\$ -	\$ (1)	\$ (712)	\$ 11,167	\$ (1)	\$ (15,837)	\$ 25,451	\$ 803,745	\$ (31,426)
Covered payroll	\$ -	\$ -	\$ -	\$ 141,767	\$ 254,661	\$ 245,265	\$ 378,798	\$ 464,086	\$ 529,204	\$ 590,048
Contributions as a percentage of covered payroll	N/A	N/A	N/A	475.83%	489.04%	545.29%	326.36%	270.14%	104.74%	225.13%

**Notes to Schedule:**

Actuarial cost method	Entry Age Normal
Asset valuation method	5 year smoothed market
Inflation	2.25%
Salary increases	N/A, there are no active members
Investment rate of return	6.25%
Mortality	Pub-2010 Headcount-Weighted Mortality Tables as used by the Florida Retirement System (FRS) in their July 1, 2020 actuarial valuation (with mortality improvements projected to all future years after 2010 using Scale MP-2018). Florida Statutes Chapter 112.63(1)(f) mandates the use of mortality tables from one of the two most recently published FRS actuarial valuation reports.

**City of Cooper City, Florida**  
**Required Supplementary Information**  
**(Unaudited)**  
**Schedule of Money-Weighted Rate of Return**  
**Firefighters' Pension Plan**

Reporting period:	<u>9/30/2023</u>	<u>9/30/2022</u>	<u>9/30/2021</u>	<u>9/30/2020</u>	<u>9/30/2019</u>	<u>9/30/2018</u>	<u>9/30/2017</u>	<u>9/30/2016</u>	<u>9/30/2015</u>	<u>9/30/2014</u>
Annual money-weighted rate of return	<u>8.50%</u>	<u>-12.30%</u>	<u>18.40%</u>	<u>7.10%</u>	<u>5.00%</u>	<u>7.90%</u>	<u>9.80%</u>	<u>9.50%</u>	<u>2.00%</u>	<u>11.40%</u>

**City of Cooper City, Florida**  
**Required Supplementary Information**  
**(Unaudited)**  
**Schedule of Changes in Net Pension Liability (Asset) and Related Ratios**  
**Police Officers Pension Plan**

Fiscal Year:	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015
Measurement Date:	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014
Total pension liability:									
Service cost	\$ 38,159	\$ 32,746	\$ 32,178	\$ 56,603	\$ 120,978	\$ 108,626	\$ 134,806	\$ 130,185	\$ 130,185
Interest	2,257,194	2,395,822	2,430,372	2,387,144	2,320,098	2,312,576	2,304,869	2,267,290	2,218,607
Difference between expected and actual experience	1,270,837	73,307	285,666	514,495	504,319	146,557	(228,987)	(120,237)	53,154
Assumption of changes	1,620,558	(334,482)	277,144	276,580	-	411,295	671,944	-	-
Benefits payments	(2,495,918)	(3,915,238)	(2,116,849)	(2,062,483)	(1,783,947)	(1,705,552)	(1,675,341)	(1,886,260)	(1,619,438)
Net change in total pension liability	2,690,830	(1,747,845)	908,511	1,172,339	1,161,448	1,273,502	1,207,291	390,978	782,508
Total pension liability - beginning	35,409,702	37,157,547	36,249,036	35,076,697	33,915,249	32,641,747	31,434,456	31,043,478	30,260,970
Total pension liability - ending	<u>\$ 38,100,532</u>	<u>\$ 35,409,702</u>	<u>\$ 37,157,547</u>	<u>\$ 36,249,036</u>	<u>\$ 35,076,697</u>	<u>\$ 33,915,249</u>	<u>\$ 32,641,747</u>	<u>\$ 31,434,456</u>	<u>\$ 31,043,478</u>
Plan fiduciary net position:									
Contributions - employer (City)	\$ 1,487,101	\$ 1,472,829	\$ 1,430,224	\$ 28,735	\$ 37,897	\$ 38,846	\$ 33,729	\$ 261,740	\$ 68,240
Contributions - employer (State)	336,557	331,729	342,773	344,843	319,503	301,180	299,282	-	263,432
Contributions - non-employer contributing entity (BSO)	-	-	-	1,317,193	1,253,792	1,117,071	865,777	-	921,133
Contributions - employee	11,787	11,577	11,222	19,937	91,839	37,028	173,408	92,898	43,899
Net investment income	(3,305,423)	6,713,443	849,853	1,533,635	2,204,851	3,060,337	2,376,767	(91,957)	2,463,427
Benefit payments	(2,495,918)	(3,915,238)	(2,116,849)	(2,062,483)	(1,783,947)	(1,705,552)	(1,675,341)	(1,886,260)	(1,619,438)
Administrative expenses	(89,489)	(83,778)	(89,038)	(95,515)	(97,551)	(77,654)	(94,541)	(77,791)	(65,442)
Net change in plan fiduciary net position	(4,055,385)	4,530,562	428,185	1,086,345	2,026,384	2,771,256	1,979,081	(1,701,370)	2,075,251
Plan fiduciary net position - beginning	37,974,122	33,443,560	33,015,375	31,929,030	29,902,646	27,131,390	25,152,309	26,853,679	24,778,428
Plan fiduciary net position - ending	<u>\$ 33,918,737</u>	<u>\$ 37,974,122</u>	<u>\$ 33,443,560</u>	<u>\$ 33,015,375</u>	<u>\$ 31,929,030</u>	<u>\$ 29,902,646</u>	<u>\$ 27,131,390</u>	<u>\$ 25,152,309</u>	<u>\$ 26,853,679</u>
<b>Net pension liability</b>	<b>\$ 4,181,795</b>	<b>\$ (2,564,420)</b>	<b>\$ 3,713,987</b>	<b>\$ 3,233,661</b>	<b>\$ 3,147,667</b>	<b>\$ 4,012,603</b>	<b>\$ 5,510,357</b>	<b>\$ 6,282,147</b>	<b>\$ 4,189,799</b>
Plan fiduciary net position as a percentage of the total pension liability	89.02%	107.24%	90.00%	91.08%	91.03%	88.17%	83.12%	80.02%	86.50%
Covered payroll	\$ 155,595	\$ 145,965	\$ 131,668	\$ 222,733	\$ 379,803	\$ 492,517	\$ 605,532	\$ 606,307	\$ 583,916
Net pension liability as a percentage of covered payroll	2687.62%	-1756.87%	2820.72%	1451.81%	828.76%	814.71%	910.00%	1036.13%	717.53%

**Notes to the Schedule:**

The schedule will present 10 years of information once it is accumulated.

**City of Cooper City, Florida**  
**Required Supplementary Information**  
**(Unaudited)**  
**Schedule of Contributions**  
**Police Officers Pension Plan**

Reporting period:	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014
Actuarially determined contribution	\$ 979,883	\$ 1,775,626	\$ 1,758,940	\$ 1,752,785	\$ 1,625,926	\$ 1,562,525	\$ 1,461,567	\$ 1,531,436	\$ 1,380,815	\$ 1,048,841
Actual City Contribution	979,883	1,775,626	1,758,940	1,721,857	1,638,596	1,571,687	1,426,753	1,198,788	261,740	1,252,805
Contribution Deficiency/(Excess)	\$ -	\$ -	\$ -	\$ 30,928	\$ (12,670)	\$ (9,162)	\$ 34,814	\$ 332,648	\$ 1,119,075	\$ (203,964)
Covered payroll	\$ 154,137	\$ 155,595	\$ 145,965	\$ 131,668	\$ 222,733	\$ 379,803	\$ 492,517	\$ 605,532	\$ 606,307	\$ 583,916
Contributions as a percentage of covered payroll	635.72%	1141.18%	1205.04%	1307.73%	735.68%	413.82%	289.69%	197.97%	43.17%	214.55%

**Notes to Schedule:**

Actuarial cost method	Entry Age Normal
Asset valuation method	Level dollar
Remaining amortization period	5 years
Asset valuation method	5 years smoothed market
Inflation	2.25%
Salary increases	5-10%, based on service, including inflation
Investment rate of return	6.00%
Retirement age	100% when first eligible for Normal Retirement or DROP entry
Mortality	Mortality Tables are the same as used by Florida Retirement System (FRS) for its Special Risk Case in their July 1, 2020 actuarial valuation. It is described as PUB 2010 Headcount Weighted Safety Below Medium Mortality Tables, set forward one year with generational mortality improvements for all future years after 2010 using Scale MP-2018. These tables were adopted following an experience study published in 2019 covering the period July 1, 2013 through June 30, 2018.

**City of Cooper City, Florida**  
**Required Supplementary Information**  
**(Unaudited)**  
**Schedule of Annual Money-Weighted Rate of Return**  
**Police Officers Pension Plan**

Reporting period:	<u>9/30/2023</u>	<u>9/30/2022</u>	<u>9/30/2021</u>	<u>9/30/2020</u>	<u>9/30/2019</u>	<u>9/30/2018</u>	<u>9/30/2017</u>	<u>9/30/2016</u>	<u>9/30/2015</u>	<u>9/30/2014</u>
Annual money-weighted rate of return	<u>8.45%</u>	<u>-8.93%</u>	<u>21.10%</u>	<u>3.00%</u>	<u>4.99%</u>	<u>7.78%</u>	<u>11.44%</u>	<u>9.56%</u>	<u>0.05%</u>	<u>10.30%</u>



**City of Cooper City, Florida**  
**Required Supplementary Information**  
**(Unaudited)**  
**Schedule of Changes in Net Pension Liability and Related Ratios**  
**Florida Municipal Pension Trust Fund**

Measurement date:	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015
<b>Total pension liability:</b>									
Service cost	\$ -	\$ -	\$ 56,316	\$ 56,316	\$ 60,324	\$ 57,604	\$ 51,781	\$ 51,781	\$ 43,630
Interest	306,309	327,899	703,653	351,780	363,172	327,264	330,375	313,814	356,197
Difference between expected and actual experience	-	95,852	(106,553)	(56,902)	(22,497)	201,569	-	11,098	-
Assumption changes	-	-	(186,088)	-	-	85,442	(125,142)	126,551	-
Benefit payments	(416,885)	(503,140)	(753,995)	(295,462)	(559,765)	(246,044)	(244,921)	(244,921)	(350,405)
Net change in total pension liability	(110,576)	(79,389)	(286,667)	55,732	(158,766)	425,835	12,093	258,323	49,422
Total pension liability - beginning	4,818,597	4,897,986	5,184,653	5,128,921	5,287,687	4,861,852	4,849,759	4,591,436	4,542,014
Total pension liability - ending	\$ 4,708,021	\$ 4,818,597	\$ 4,897,986	\$ 5,184,653	\$ 5,128,921	\$ 5,287,687	\$ 4,861,852	\$ 4,849,759	\$ 4,591,436
<b>Plan fiduciary net position:</b>									
Contributions - employer (City)	\$ -	\$ -	\$ -	\$ 137,084	\$ 378,645	\$ 415,079	\$ 407,167	\$ 366,299	\$ 506,288
Contributions - employee	-	-	9,254	23,114	31,616	31,636	30,554	29,366	28,150
Net investment income	376,064	(689,935)	1,276,106	267,552	347,409	536,281	289,334	(9,895)	240,525
Benefit payments	(416,885)	(503,140)	(753,995)	(295,462)	(559,765)	(246,044)	(244,921)	(244,921)	(261,166)
Administrative expenses	(10,191)	(16,461)	(26,991)	(14,159)	(17,383)	(10,544)	(8,288)	(12,748)	(7,138)
Net change in plan fiduciary net position	(51,012)	(1,209,536)	504,374	118,129	180,522	726,408	473,846	128,101	506,659
Plan fiduciary net position - beginning	4,354,765	5,564,301	5,059,927	4,941,798	4,761,276	4,034,868	3,561,022	3,432,921	2,926,262
Plan fiduciary net position - ending	\$ 4,303,753	\$ 4,354,765	\$ 5,564,301	\$ 5,059,927	\$ 4,941,798	\$ 4,761,276	\$ 4,034,868	\$ 3,561,022	\$ 3,432,921
<b>Net pension (asset) liability</b>	<b>\$ 404,268</b>	<b>\$ 463,832</b>	<b>\$ (666,315)</b>	<b>\$ 124,726</b>	<b>\$ 187,123</b>	<b>\$ 526,411</b>	<b>\$ 826,984</b>	<b>\$ 1,288,737</b>	<b>\$ 1,158,515</b>
Plan fiduciary net position as a percentage of the total pension liability	91.4%	90.4%	113.6%	97.6%	96.4%	90.0%	83.0%	73.4%	74.8%
Covered payroll	\$ -	\$ -	\$ 161,650	\$ 298,277	\$ 303,864	\$ 288,873	\$ 266,146	\$ 266,146	\$ 255,910
Net pension (asset) liability as a percentage of covered payroll	N/A	N/A	-412.2%	41.8%	61.6%	182.2%	310.7%	484.2%	452.7%

**Notes to the Schedule:**

The Schedule will present 10 years of information once it is accumulated.

**City of Cooper City, Florida  
Required Supplementary Information  
(Unaudited)  
Schedule of City Contributions  
Florida Municipal Pension Trust Fund**

Reporting period:	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014
Actuarially determined contribution	\$ -	\$ -	\$ 103,310	\$ 158,132	\$ 158,132	\$ 174,977	\$ 210,104	\$ 183,587	\$ 183,587	\$ 506,288
Actual City Contribution	-	-	-	-	137,084	378,645	415,079	407,167	366,299	506,288
Contribution Deficiency/(Excess)	\$ -	\$ -	\$ 103,310	\$ 158,132	\$ 21,048	\$ (203,668)	\$ (204,975)	\$ (223,580)	\$ (182,712)	\$ -
Covered payroll	\$ -	\$ -	\$ 161,650	\$ 298,277	\$ 298,277	\$ 303,864	\$ 288,873	\$ 266,146	\$ 266,146	\$ 255,910
Contributions as a percentage of covered payroll	N/A	N/A	0.00%	0.00%	45.96%	124.61%	143.69%	152.99%	137.63%	197.84%

**Notes to Schedule:**

Inflation 2.62%

Salary increases 4.00% per annum

Mortality Sex-distinct rates set forth in the PUB-2010 Headcount-Weighted Below Median Employee Mortality Table for general employees, with full generational improvements in mortality using Scale MP-2018 and with male ages set back one year.

**City of Cooper City, Florida**  
**Required Supplementary Information**  
**(Unaudited)**  
**Schedule of the City's Proportionate Share of the Net Pension Liability and Related Ratios**  
**Florida Retirement System Pension Plan**

Fiscal year:	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014
Measurement Date:	6/30/2023	6/30/2022	6/30/2021	6/30/2020	6/30/2019	6/30/2018	6/30/2017	6/30/2016	6/30/2015	6/30/2014
City's proportion of the FRS net pension liability	0.011403340%	0.008467115%	0.008600007%	0.007707528%	0.007853738%	0.007980310%	0.006409960%	0.005146441%	0.483135000%	0.003887584%
City's proportionate share of the FRS net pension liability	4,543,870	3,150,447	649,633	3,340,556	2,704,718	2,403,711	1,896,021	1,299,481	624,034	237,200
Covered payroll	\$ 4,027,877	\$ 3,296,480	\$ 4,398,150	\$ 4,095,748	\$ 3,788,107	\$ 2,873,589	\$ 2,799,670	\$ 1,656,858	\$ 1,210,578	\$ 1,066,552
City's proportionate share of the FRS net pension liability as a percentage of its covered payroll	112.81%	95.57%	14.77%	81.56%	71.40%	83.65%	67.72%	78.43%	51.55%	22.24%
FRS Plan fiduciary net position as a percentage of the FRS total pension liability	82.38%	82.89%	96.40%	78.85%	82.61%	84.26%	83.89%	84.88%	92.00%	96.09%

A publicly available financial statement for the Plan can be obtained from the Florida Department of Management Services (DMS), Division of Retirement, Research and Education Section, P.O. Box 9000, Tallahassee, Florida 32315-9000; phone 850-488-5706; website ([www.dms.myflorida.com](http://www.dms.myflorida.com)) which includes additional financial reporting requirements, including the annual money-weighted rate of return of pension investments.

**City of Cooper City, Florida  
Required Supplementary Information  
(Unaudited)  
Schedule of City Contributions  
Florida Retirement System Pension Plan**

Reporting period:	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014
Contractually required FRS contribution	\$ 483,846	\$ 335,509	\$ 327,623	\$ 256,087	\$ 243,523	\$ 229,865	\$ 166,867	\$ 125,504	\$ 117,792	\$ 85,155
FRS contributions in relation to the contractually required FRS contribution	483,846	335,509	327,623	256,087	243,523	229,865	166,867	125,504	117,792	85,155
FRS Contribution Deficiency/(Excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll	\$ 3,727,446	\$ 3,582,075	\$ 4,398,150	\$ 4,095,748	\$ 3,836,597	\$ 3,788,107	\$ 2,873,589	\$ 2,799,670	\$ 1,656,858	\$ 1,210,578
FRS contributions as a percentage of covered payroll	12.98%	9.37%	7.45%	6.25%	6.35%	6.07%	5.81%	4.48%	7.11%	7.03%

**Notes to Schedule:**

Inflation	2.40%
Salary increases	3.25%, average, including inflation
Investment rate of return	6.7%, net of pension plan investment expense, including inflation
Mortality	PUB-2010 base

A publicly available financial statement for the Plan can be obtained from the Florida Department of Management Services (DMS), Division of Retirement, Research and Education Section, P.O. Box 9000, Tallahassee, Florida 32315-9000; phone 850-488-5706; website ([www.dms.myflorida.com](http://www.dms.myflorida.com)) which includes additional financial reporting requirements, including the annual money-weighted rate of return of pension investments.

**City of Cooper City, Florida  
Required Supplementary Information  
(Unaudited)**

**Schedule of the City's Contributions Proportionate Share of the Net Pension Liability and Related Ratios  
Retiree Health Insurance Subsidy Pension Plan**

Reporting period:	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014
Measurement date:	6/30/2023	6/30/2022	6/30/2021	6/30/2020	6/30/2019	6/30/2018	6/30/2017	6/30/2016	6/30/2015	6/30/2014
City's proportion of the HIS net pension liability	0.014286667%	0.012376588%	0.012486940%	0.012233992%	0.012070592%	0.012040480%	0.009212296%	0.007545538%	0.006719761%	0.005526173%
City's proportionate share of the HIS net pension liability	2,268,913	1,310,878	1,531,711	1,493,751	1,350,579	1,274,378	985,021	879,401	685,310	516,711
Covered payroll	\$ 5,947,624	\$ 4,722,545	\$ 4,398,150	\$ 4,095,748	\$ 3,788,107	\$ 2,873,589	\$ 2,799,670	\$ 1,656,858	\$ 1,210,578	\$ 1,066,552
City's proportionate share of the HIS net pension liability as a percentage of its covered payroll	38.15%	27.76%	34.83%	36.47%	35.65%	44.35%	35.18%	53.08%	56.61%	48.45%
FRS Plan fiduciary net position as a percentage of the HIS total pension liability	4.12%	4.81%	3.56%	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%	0.99%

**Notes to the Schedule:**

Inflation	2.40%
Salary increases	3.25%, average, including inflation
Investment of return	3.65%, net of pension plan investment expense, including inflation
Mortality	PUB-2010 base

A publicly available financial statement for the Plan can be obtained from the Florida Department of Management Services (DMS), Division of Retirement, Research and Education Section, P.O. Box 9000, Tallahassee, Florida 32315-9000; phone 850-488-5706; website ([www.dms.myflorida.com](http://www.dms.myflorida.com)) which includes additional financial reporting requirements, including the annual money-weighted rate of return of pension investments.

**City of Cooper City, Florida  
Required Supplementary Information  
(Unaudited)  
Schedule of the City's Contributions  
Retiree Health Insurance Subsidy Pension Plan**

Reporting period:	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014
Contractually required HIS contribution	\$ 95,045	\$ 82,032	\$ 73,398	\$ 70,499	\$ 67,027	\$ 65,493	\$ 48,754	\$ 38,676	\$ 25,687	\$ 18,931
HIS contributions in relation to the contractually required HIS contribution	95,045	82,032	73,398	70,499	67,027	65,493	48,754	38,676	25,687	18,931
HIS Contribution Deficiency/(Excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll	\$ 5,725,595	\$ 4,941,682	\$ 4,398,150	\$ 4,095,748	\$ 3,836,597	\$ 3,788,107	\$ 2,873,589	\$ 2,799,670	\$ 1,656,858	\$ 1,210,578
HIS contributions as a percentage of covered payroll	1.66%	1.66%	1.67%	1.72%	1.75%	1.73%	1.70%	1.38%	1.55%	1.56%

**Notes to Schedule:**

Inflation	2.40%
Salary increases	3.25%, average, including inflation
Investment rate of return	3.65%, net of pension plan investment expense, including inflation

A publicly available financial statement for the Plan can be obtained from the Florida Department of Management Services (DMS), Division of Retirement, Research and Education Section, P.O. Box 9000, Tallahassee, Florida 32315-9000; phone 850-488-5706; website ([www.dms.myflorida.com](http://www.dms.myflorida.com)) which includes additional financial reporting requirements, including the annual money-weighted rate of return of pension investments.

**City of Cooper City, Florida  
Required Supplementary Information  
Schedule of the City's Total Opeb Liability and Related Ratios**

	2023	2022	2021	2020	2019	2018
<b>Total OPEB liability:</b>						
Service Cost	\$ 129,320	\$ 197,961	\$ 224,943	\$ 200,267	\$ 345,032	\$ 333,449
Interest on total OPEB liability	298,934	161,735	148,526	230,300	226,550	212,199
Experience differences	-	614,043	-	(297,119)	-	(99,432)
Changes of assumptions and other inputs	(56,231)	(816,054)	(205,237)	757,078	38,360	(41,026)
Benefit payments	(602,704)	(490,217)	(415,683)	(362,181)	(429,273)	(332,286)
Other Changes		-	-	-	615	(134,672)
<b>Net change in total OPEB liability</b>	<b>(230,681)</b>	<b>(332,532)</b>	<b>(247,451)</b>	<b>528,345</b>	<b>181,284</b>	<b>(61,768)</b>
<b>Total OPEB liability - beginning</b>	<b>6,568,320</b>	<b>6,900,852</b>	<b>7,148,303</b>	<b>6,619,958</b>	<b>6,438,674</b>	<b>6,500,442</b>
<b>Total OPEB liability - ending</b>	<b>\$ 6,337,639</b>	<b>\$ 6,568,320</b>	<b>\$ 6,900,852</b>	<b>\$ 7,148,303</b>	<b>\$ 6,619,958</b>	<b>\$ 6,438,674</b>
Covered-employee payroll	\$ 6,751,506	\$ 6,491,629	\$ 5,806,899	\$ 5,498,370	\$ 6,772,929	\$ 6,608,393
Total OPEB liability as a percentage of covered-employee payroll	93.87%	101.18%	118.84%	130.01%	97.74%	97.43%

**Notes to the Schedule:**

The Schedule will present 10 years of information once it is accumulated.

The City is not accumulating assets in a trust fund that meets the criteria in paragraph 4 of GASB Statement No. 75 for payment of future OPEB benefits

# Nonmajor Governmental Funds Overview

## Special Revenue Funds

Special revenue funds are used to account for specific revenues that are restricted or committed/assigned to expenditures for particular purposes.

***Building Inspection Fund*** - This fund is used to account for the financial transactions of the building department.

***Road and Bridge Fund*** - This fund is used to account for the receipt and disbursement of funds earmarked for construction and maintenance of streets, roads, and bridges.

***Police Confiscation Fund*** - This fund is used to account for revenues generated by Police Department Confiscations and Investigative reimbursements.

***Tree Trust Fund*** - This fund is used to account for the maintenance and preservation of trees throughout the City.





**City of Cooper City  
Combining Balance Sheet  
Nonmajor Governmental Funds  
September 30, 2023**

	Special Revenue Funds				Total Nonmajor Governmental Funds
	Building Inspection Fund	Road and Bridge Fund	Police Confiscation Fund	Tree Trust Fund	
<b>Assets:</b>					
Cash, cash equivalents and investments	\$ 2,165,912	\$ 1,521,215	\$ 108,278	\$ 104,452	\$ 3,899,857
Intergovernmental receivable	10,784	142,673	-	-	153,457
<b>Total assets</b>	<u>\$ 2,176,696</u>	<u>\$ 1,663,888</u>	<u>\$ 108,278</u>	<u>\$ 104,452</u>	<u>\$ 4,053,314</u>
<b>Liabilities:</b>					
Accounts payable	\$ 14,291	\$ 38,339	\$ -	\$ 350	\$ 52,980
Accrued liabilities	29,388	-	-	-	29,388
<b>Total liabilities</b>	<u>43,679</u>	<u>38,339</u>	<u>-</u>	<u>350</u>	<u>82,368</u>
<b>Deferred inflows of resources:</b>					
Unavailable revenue	10,784	-	-	-	10,784
<b>Fund balances:</b>					
Restricted for:					
Building department	2,122,233	-	-	-	2,122,233
Culture and recreation	-	-	-	104,102	104,102
Transportation	-	1,625,549	-	-	1,625,549
Public safety	-	-	108,278	-	108,278
<b>Total fund balances</b>	<u>2,122,233</u>	<u>1,625,549</u>	<u>108,278</u>	<u>104,102</u>	<u>3,960,162</u>
<b>Total liabilities and fund balances</b>	<u>\$ 2,176,696</u>	<u>\$ 1,663,888</u>	<u>\$ 108,278</u>	<u>\$ 104,452</u>	<u>\$ 4,053,314</u>

**City of Cooper City**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Nonmajor Governmental Funds**  
**For The Year Ended September 30, 2023**

	Special Revenue Funds				Total Nonmajor Governmental Funds
	Building Inspection Fund	Road and Bridge Fund	Police Confiscation Fund	Tree Trust Fund	
<b>Revenues:</b>					
Licenses and permits	\$ 1,699,153	\$ -	\$ -	\$ -	\$ 1,699,153
Intergovernmental	-	924,537	-	-	924,537
Charges for services	84,213	-	-	-	84,213
Fines and forfeitures	-	-	437	-	437
Investment income	42,395	29,014	2,295	1,482	75,186
Miscellaneous	3,152	-	-	100	3,252
<b>Total revenues</b>	<u>\$ 1,828,913</u>	<u>\$ 953,551</u>	<u>\$ 2,732</u>	<u>\$ 1,582</u>	<u>\$ 2,786,778</u>
<b>Expenditures:</b>					
Current:					
Public safety	\$ 1,076,170	\$ -	\$ 15,000	\$ -	\$ 1,091,170
Transportation	-	931,894	-	-	931,894
Culture and recreation	-	-	-	3,501	3,501
Capital outlay	120,212	-	-	-	120,212
<b>Total expenditures</b>	<u>1,196,382</u>	<u>931,894</u>	<u>15,000</u>	<u>3,501</u>	<u>2,146,777</u>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<u>632,531</u>	<u>21,657</u>	<u>(12,268)</u>	<u>(1,919)</u>	<u>640,001</u>
<b>Other financing sources (uses):</b>					
Transfers in	-	390,204	-	-	390,204
Transfers out	(324,865)	-	-	-	(324,865)
<b>Total other financing sources (uses)</b>	<u>(324,865)</u>	<u>390,204</u>	<u>-</u>	<u>-</u>	<u>65,339</u>
<b>Change in fund balances</b>	307,666	411,861	(12,268)	(1,919)	705,340
<b>Fund balances, beginning of year</b>	1,814,567	1,213,688	120,546	106,021	3,254,822
<b>Fund balances, end of year</b>	<u>\$ 2,122,233</u>	<u>\$ 1,625,549</u>	<u>\$ 108,278</u>	<u>\$ 104,102</u>	<u>\$ 3,960,162</u>

**City of Cooper City**  
**Combining Statement of Fiduciary Net Position**  
**Fiduciary Funds**  
**September 30, 2023**

	Pension Trust Funds			
	General Employees	Police	Firefighters	Totals
<b>Assets:</b>				
Cash and cash equivalents	\$ 973,659	\$ 785,709	\$ 257,403	\$ 2,016,771
Receivables/prepays				
Employer contributions	521	651,071	245,793	897,385
State/other	-	417,132	203,404	620,536
Accounts receivable - sale of investments	-	82,482	-	82,482
Prepays	1,461	5,818	-	7,279
Interest receivable	82,867	39,649	119,274	241,790
Other receivables	-	-	903	903
Total	<u>1,058,508</u>	<u>1,981,861</u>	<u>826,777</u>	<u>3,867,146</u>
Investments, at fair value:				
Certificates of deposits	34,397	-	-	34,397
U.S. government and agency securities	5,921,041	4,556,700	353	10,478,094
Corporate bonds	2,616,800	1,576,244	6,934,743	11,127,787
Equity securities	20,936,641	10,883,869	2,323,501	34,144,011
Equity mutual funds	18,975	10,217,792	10,703,221	20,939,988
Collateralized mortgage obligations	1,528,310	-	-	1,528,310
Mortgage/asset backed securities	1,654,132	-	-	1,654,132
Municipal obligations	125,458	-	-	125,458
Foreign bonds notes & debentures	88,802	-	-	88,802
Commingled real estate funds	6,159,897	6,160,329	2,362,201	14,682,427
Total investments	<u>39,084,453</u>	<u>33,394,934</u>	<u>22,324,019</u>	<u>94,803,406</u>
<b>Total assets</b>	<u>40,142,961</u>	<u>35,376,795</u>	<u>23,150,796</u>	<u>98,670,552</u>
<b>Liabilities:</b>				
Accounts payable	<u>70,661</u>	<u>41,041</u>	<u>32,690</u>	<u>144,392</u>
<b>Deferred Inflows:</b>				
Advanced contributions from employer	<u>-</u>	<u>7,271</u>	<u>154,226</u>	<u>161,497</u>
<b>Net Position:</b>				
Restricted for pension benefits - active and retired members' benefits	<u>\$ 40,072,300</u>	<u>\$ 35,328,483</u>	<u>\$ 22,963,880</u>	<u>\$ 98,364,663</u>

**City of Cooper City**  
**Combining Statement of Changes in Fiduciary Net Position**  
**Fiduciary Funds**  
**For The Year Ended September 30, 2023**

	Pension Trust Funds			
	General Employees	Police	Firefighters	Total
<b>Additions:</b>				
Contributions:				
City	\$ 433,815	\$ 651,071	\$ 92,757	\$ 1,177,643
Employees	226,256	12,519	-	238,775
State/other	649	417,132	577,402	995,183
Total contributions:	<u>660,720</u>	<u>1,080,722</u>	<u>670,159</u>	<u>2,411,601</u>
Investment income:				
Net increase in fair value	2,254,854	2,196,380	1,114,222	5,565,456
Interest, dividend and other	941,091	711,629	711,106	2,363,826
Less investment expenses	(258,868)	(174,759)	(109,382)	(543,009)
Net investment income (loss)	<u>2,937,077</u>	<u>2,733,250</u>	<u>1,715,946</u>	<u>7,386,273</u>
Total additions	<u>3,597,797</u>	<u>3,813,972</u>	<u>2,386,105</u>	<u>9,797,874</u>
<b>Deductions:</b>				
Pension benefits	2,397,480	2,208,109	1,756,966	6,362,555
DROP distributions	102,922	70,100	-	173,022
Shared distributions	-	40,614	25,208	65,822
Refund contributions	183,080	-	-	183,080
Administrative expenses	137,613	85,403	94,604	317,620
Total deductions	<u>2,821,095</u>	<u>2,404,226</u>	<u>1,876,778</u>	<u>7,102,099</u>
<b>Changes in net position</b>	<u>776,702</u>	<u>1,409,746</u>	<u>509,327</u>	<u>2,695,775</u>
<b>Net Position, October 1</b>	<u>39,295,598</u>	<u>33,918,737</u>	<u>22,454,553</u>	<u>95,668,888</u>
<b>Net Position, September 30</b>	<u>\$ 40,072,300</u>	<u>\$ 35,328,483</u>	<u>\$ 22,963,880</u>	<u>\$ 98,364,663</u>

**City of Cooper City, Florida  
Schedule of Revenues, Expenditures  
and Changes in Fund Balances - Budget and Actual  
Capital Improvement Fund  
For The Year Ended September 30, 2023**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>Revenues:</b>				
Public safety	\$ 1,000	\$ 1,000	\$ 3,913	\$ 2,913
Park improvement	2,000	2,000	55,040	53,040
General government	15,000	15,000	144,361	129,361
Intergovernmental	522,500	522,500	39,988	(482,512)
Investment income	11,799	11,799	10,518	(1,281)
<b>Total revenues</b>	<u>552,299</u>	<u>552,299</u>	<u>253,820</u>	<u>(298,479)</u>
<b>Expenditures:</b>				
Interest on interfund loan	-	-	28,537	(28,537)
Capital outlay	1,285,560	1,412,415	209,388	1,203,027
Culture and recreation	-	40,000	13,543	26,457
<b>Total expenditures</b>	<u>1,285,560</u>	<u>1,452,415</u>	<u>251,468</u>	<u>1,200,947</u>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<u>(733,261)</u>	<u>(900,116)</u>	<u>2,352</u>	<u>902,468</u>
<b>Other Financing Sources (Uses):</b>				
Transfers in	1,150,491	1,150,491	800,491	(350,000)
Transfers out	(417,230)	(417,230)	(417,230)	-
<b>Total other financing sources (uses)</b>	<u>733,261</u>	<u>733,261</u>	<u>383,261</u>	<u>(350,000)</u>
<b>Net Change in fund balance</b>	<u>\$ -</u>	<u>\$ (166,855)</u>	<u>385,613</u>	<u>\$ 552,468</u>
<b>Fund balance, beginning of year</b>			-	
<b>Fund balance, end of year</b>			<u>\$ 385,613</u>	

**City of Cooper City, Florida**  
**Schedule of Revenues, Expenditures**  
**and Changes in Fund Balances - Budget and Actual**  
**Building Inspection Fund**  
**For The Year Ended September 30, 2023**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues:</b>				
Licenses and permits	\$ 1,339,434	\$ 1,339,434	\$ 1,699,153	\$ 359,719
Charges for services	40,000	40,000	84,213	44,213
Investment earnings	8,475	8,475	42,395	33,920
Miscellaneous revenues	3,000	3,000	3,152	152
Total revenues	<u>1,390,909</u>	<u>1,390,909</u>	<u>1,828,913</u>	<u>438,004</u>
<b>Expenditures:</b>				
Current:				
Public safety	<u>1,292,963</u>	<u>1,292,963</u>	<u>1,196,382</u>	<u>96,581</u>
Total expenditures	<u>1,292,963</u>	<u>1,292,963</u>	<u>1,196,382</u>	<u>96,581</u>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<u>97,946</u>	<u>97,946</u>	<u>632,531</u>	<u>534,585</u>
<b>Other Financing Sources (Uses):</b>				
Transfers out	<u>(324,865)</u>	<u>(324,865)</u>	<u>(324,865)</u>	<u>-</u>
Total other financing sources (uses)	<u>(324,865)</u>	<u>(324,865)</u>	<u>(324,865)</u>	<u>-</u>
<b>Net Change in Fund Balance</b>	<u>\$ (226,919)</u>	<u>\$ (226,919)</u>	<u>307,666</u>	<u>\$ 534,585</u>
<b>Fund Balance, Beginning of Year</b>			<u>1,814,567</u>	
<b>Fund Balance, End of Year</b>			<u>\$ 2,122,233</u>	

**City of Cooper City, Florida  
Schedule of Revenues, Expenditures  
and Changes in Fund Balances - Budget and Actual  
Road and Bridge Fund  
For The Year Ended September 30, 2023**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>Revenues:</b>				
Intergovernmental revenues:				
Local option fuel tax	\$ 353,236	\$ 353,236	\$ 352,251	\$ (985)
Additional local option fuel tax	248,746	248,746	246,438	(2,308)
State revenue sharing	337,744	337,744	325,848	(11,896)
Investment earnings	28,249	28,249	29,014	765
<b>Total revenues</b>	<u>967,975</u>	<u>967,975</u>	<u>953,551</u>	<u>(14,424)</u>
<b>Expenditures:</b>				
Current:				
Transportation	<u>1,358,179</u>	<u>1,540,303</u>	<u>931,894</u>	<u>608,409</u>
Total expenditures	<u>1,358,179</u>	<u>1,540,303</u>	<u>931,894</u>	<u>608,409</u>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<u>(390,204)</u>	<u>(572,328)</u>	<u>21,657</u>	<u>593,985</u>
<b>Other Financing Sources (Uses):</b>				
Transfers in	<u>390,204</u>	<u>390,204</u>	<u>390,204</u>	<u>-</u>
<b>Net Change in Fund Balance</b>	<u>\$ -</u>	<u>\$ (182,124)</u>	<u>411,861</u>	<u>\$ 593,985</u>
<b>Fund Balance, Beginning of Year</b>			<u>1,213,688</u>	
<b>Fund Balance, End of Year</b>			<u>\$ 1,625,549</u>	

**City of Cooper City, Florida  
 Schedule of Revenues, Expenditures  
 and Changes in Fund Balances - Budget and Actual  
 Police Confiscation Fund  
 For The Year Ended September 30, 2023**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>Revenues:</b>				
Fines and forfeitures	\$ 20,000	\$ 20,000	\$ 437	\$ (19,563)
Investment earnings	-	-	2,295	2,295
<b>Total revenues</b>	<u>20,000</u>	<u>20,000</u>	<u>2,732</u>	<u>(17,268)</u>
<b>Expenditures:</b>				
Current:				
Public safety	20,000	20,000	15,000	5,000
<b>Total expenditures</b>	<u>20,000</u>	<u>20,000</u>	<u>15,000</u>	<u>5,000</u>
<b>Net Change in Fund Balance</b>	<u>\$ -</u>	<u>\$ -</u>	(12,268)	<u>\$ (12,268)</u>
<b>Fund Balance, Beginning of Year</b>			120,546	
<b>Fund Balance, End of Year</b>			<u>\$ 108,278</u>	



**City of Cooper City, Florida**  
**Schedule of Revenues, Expenditures**  
**and Changes in Fund Balance - Budget and Actual**  
**Tree Trust Fund**  
**For The Year Ended September 30, 2023**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
<b>Revenues:</b>				
Investment Income	-	-	1,482	1,482
Miscellaneous	\$ 63,500	\$ 63,500	\$ 100	\$ (63,400)
Charges for services	-	-	-	-
Total revenues	<u>63,500</u>	<u>63,500</u>	<u>1,582</u>	<u>(61,918)</u>
<b>Expenditures</b>				
Current:				
Culture and recreation	13,500	13,500	3,501	9,999
Total expenditures	<u>13,500</u>	<u>13,500</u>	<u>3,501</u>	<u>9,999</u>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<u>50,000</u>	<u>50,000</u>	<u>(1,919)</u>	<u>(51,919)</u>
<b>Other Financing Sources (Uses):</b>				
Transfers out	<u>(50,000)</u>	<u>(50,000)</u>	<u>-</u>	<u>50,000</u>
<b>Net Change in Fund Balance</b>	<u>\$ -</u>	<u>\$ -</u>	<u>(1,919)</u>	<u>\$ (1,919)</u>
<b>Fund Balance, Beginning of Year</b>			106,021	
<b>Fund Balance, End of Year</b>			<u>\$ 104,102</u>	

# STATISTICAL SECTION



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## Overview

This section of the City of Cooper City, Florida’s Annual Comprehensive Financial Report presents detailed information as a context for understanding the information in the financial statements, note disclosures, and required supplementary information and how it relates to the City’s overall financial health.

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Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

**City of Cooper City, Florida**  
**Table 1**  
**Net Position by Component**  
**Last Ten Fiscal Years**  
**Accrual Basis**  
**(in Thousands)**

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Governmental activities:										
Net investment in capital assets	\$ 41,965	\$ 43,811	\$ 45,488	\$ 45,407	\$ 50,232	\$ 55,530	\$ 53,925	\$ 51,321	\$ 52,144	\$ 51,802
Restricted	533	861	-	-	461	1,055	885	2,238	6,356	4,155
Unrestricted	12,945	1,181	(91)	2,441	(5,868)	(7,321)	(4,533)	146	4,586	8,344
<b>Total governmental activities net assets</b>	<b>\$ 55,443</b>	<b>\$ 45,853</b>	<b>\$ 45,397</b>	<b>\$ 47,848</b>	<b>\$ 44,825</b>	<b>\$ 49,264</b>	<b>\$ 50,277</b>	<b>\$ 53,705</b>	<b>\$ 63,086</b>	<b>\$ 64,301</b>
Business-type activities:										
Net investment in capital assets	\$ 35,835	\$ 45,558	\$ 48,450	\$ 51,553	\$ 51,442	\$ 49,269	\$ 47,823	\$ 47,443	\$ 45,253	\$ 42,610
Restricted	5	-	-	88	-	-	-	-	742	-
Unrestricted	18,013	12,265	9,862	7,385	5,296	6,566	8,608	9,576	11,788	16,137
<b>Total business-type activities net assets</b>	<b>\$ 53,853</b>	<b>\$ 57,823</b>	<b>\$ 58,312</b>	<b>\$ 59,026</b>	<b>\$ 56,738</b>	<b>\$ 55,835</b>	<b>\$ 56,431</b>	<b>\$ 57,019</b>	<b>\$ 57,783</b>	<b>\$ 58,747</b>
Primary government:										
Invested in capital assets, net of related debt	\$ 77,800	\$ 89,369	\$ 93,938	\$ 96,960	\$ 101,674	\$ 104,799	\$ 101,748	\$ 98,764	\$ 97,397	\$ 94,412
Restricted	538	861	-	88	461	1,055	885	2,238	7,098	4,155
Unrestricted	30,958	13,446	9,771	9,826	(572)	(755)	4,075	9,722	16,374	24,481
<b>Total primary government net assets</b>	<b>\$ 109,296</b>	<b>\$ 103,676</b>	<b>\$ 103,709</b>	<b>\$ 106,874</b>	<b>\$ 101,563</b>	<b>\$ 105,099</b>	<b>\$ 106,708</b>	<b>\$ 110,724</b>	<b>\$ 120,869</b>	<b>\$ 123,048</b>

(1) Fiscal year 2014, total net position has been restated due to the implementation of GASB 68.

(2) Fiscal year 2017, total net position has been restated due to the implementation of GASB 75.

**City of Cooper City, Florida**  
**Table 2**  
**Changes in Net Position**  
**Last Ten Fiscal Years**  
**Accrual Basis**  
**(in Thousands)**

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Expenses</b>										
Governmental activities:										
General Government	\$ 4,286	\$ 3,727	\$ 5,395	\$ 4,629	\$ 4,927	\$ 5,242	\$ 4,968	\$ 5,758	\$ 5,126	\$ 7,215
Public Safety	20,113	18,442	22,411	22,563	24,643	25,626	29,547	26,519	26,609	32,271
Physical Environment	1,019	618	714	790	798	725	639	598	550	756
Transportation	1,422	1,613	1,909	1,852	1,783	1,311	2,256	1,608	1,333	1,191
Culture and Recreation	3,085	2,788	3,186	3,662	7,615	4,285	4,208	5,066	4,094	6,510
Amortization Leases- right of use	-	-	-	-	-	-	-	-	14	14
Interest on interfund loan	-	-	-	-	-	-	-	141	46	29
Interest on long-term debt	40	32	27	19	11	2	-	-	1	41
Total governmental activities expenses	<u>\$ 29,965</u>	<u>\$ 27,220</u>	<u>\$ 33,642</u>	<u>\$ 33,515</u>	<u>\$ 39,777</u>	<u>\$ 37,191</u>	<u>\$ 41,618</u>	<u>\$ 39,690</u>	<u>\$ 37,773</u>	<u>\$ 48,027</u>
Business-type activities:										
Water and sewer utility	\$ 9,035	\$ 8,427	\$ 11,389	\$ 11,469	\$ 11,691	\$ 11,724	\$ 12,048	\$ 10,534	\$ 11,193	\$ 12,070
Parking facilities	54	96	140	143	101	127	92	111	102	106
Stormwater utility	346	366	399	403	447	370	502	418	422	502
Total business-type activities expenses	<u>9,435</u>	<u>8,889</u>	<u>11,928</u>	<u>12,015</u>	<u>12,239</u>	<u>12,221</u>	<u>12,642</u>	<u>11,063</u>	<u>11,717</u>	<u>12,678</u>
Total primary government expenses	<u>\$ 39,400</u>	<u>\$ 36,109</u>	<u>\$ 45,570</u>	<u>\$ 45,530</u>	<u>\$ 52,016</u>	<u>\$ 49,412</u>	<u>\$ 54,260</u>	<u>\$ 50,753</u>	<u>\$ 49,490</u>	<u>\$ 60,705</u>
<b>Program Revenues</b>										
Governmental activities:										
Charges for services:										
General Government	\$ 173	\$ 171	\$ 1,154	\$ 1,263	\$ 244	\$ 197	\$ 138	\$ 335	\$ 687	\$ 484
Public Safety	5,513	5,730	5,595	5,498	6,211	5,690	6,133	7,078	7,611	7,977
Transportation	54	55	-	-	-	-	-	-	-	-
Culture and Recreation	527	530	634	973	748	731	274	313	509	757
Operating grants and contributions	115	136	-	497	49	176	3,059	1,492	3,517	2,030
Capital grants and contributions	41	482	89	308	207	425	893	272	-	40
Total governmental activities program revenues	<u>\$ 6,423</u>	<u>\$ 7,104</u>	<u>\$ 7,472</u>	<u>\$ 8,539</u>	<u>\$ 7,459</u>	<u>\$ 7,219</u>	<u>\$ 10,497</u>	<u>\$ 9,490</u>	<u>\$ 12,324</u>	<u>\$ 11,288</u>

**City of Cooper City, Florida**  
**Table 2**  
**Changes in Net Position (Continued)**  
**Last Ten Fiscal Years**  
**Accrual Basis**  
**(in Thousands)**

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Business-type activities:										
Charges for services:										
Water and sewer utility	\$ 11,229	\$ 11,780	\$ 11,678	\$ 11,950	\$ 11,858	\$ 11,970	\$ 12,798	\$ 12,612	\$ 13,017	\$ 13,811
Parking facilities	136	99	89	106	123	126	124	146	62	150
Stormwater utility	129	114	280	283	311	321	320	481	559	557
Operating grants and contributions	-	-	-	76	-	-	-	-	-	-
Capital grants and contributions	521	5,193	259	202	220	314	331	179	39	259
Total business-type activities program revenues	12,015	17,186	12,306	12,617	12,512	12,731	13,573	13,418	13,677	14,777
Total primary government program revenues	<u>\$ 18,438</u>	<u>\$ 24,290</u>	<u>\$ 19,778</u>	<u>\$ 21,156</u>	<u>\$ 19,971</u>	<u>\$ 19,950</u>	<u>\$ 24,070</u>	<u>\$ 22,908</u>	<u>\$ 26,001</u>	<u>\$ 26,065</u>
Net (expense)/revenue										
Governmental activities	(23,542)	(20,116)	(26,170)	(24,976)	(32,318)	(29,972)	(31,121)	(30,200)	(25,449)	(36,739)
Business-type activities	2,580	8,297	378	602	273	510	931	2,355	1,959	2,099
Total primary government net expense	<u>\$ (20,962)</u>	<u>\$ (11,819)</u>	<u>\$ (25,792)</u>	<u>\$ (24,374)</u>	<u>\$ (32,045)</u>	<u>\$ (29,462)</u>	<u>\$ (30,190)</u>	<u>\$ (27,845)</u>	<u>\$ (23,490)</u>	<u>\$ (34,640)</u>

**General Revenues and Other Charges in Net Position**

Governmental activities:										
Taxes:										
Property taxes	\$ 12,652	\$ 13,441	\$ 14,808	\$ 16,688	\$ 19,673	\$ 20,557	\$ 20,245	\$ 19,374	\$ 19,870	\$ 20,808
Franchise fees and utility taxes	6,273	6,310	6,126	6,072	6,132	6,307	6,125	6,261	6,986	7,667
Local option sales tax	-	-	2,173	2,204	2,307	2,311	2,070	2,423	3,030	2,885
Local option gasoline tax	-	-	597	614	615	619	539	577	636	599
Unrestricted intergovernmental revenues	-	-	1,525	1,361	1,380	2,455	2,402	2,021	2,654	3,075
Local business tax	-	-	-	-	-	-	-	362	287	356
Intergovernmental	3,416	7,135	-	-	-	-	-	-	-	-

**City of Cooper City, Florida**  
**Table 2**  
**Changes in Net Position (Continued)**  
**Last Ten Fiscal Years**  
**Accrual Basis**  
**(in Thousands)**

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Income on investments	106	109	156	203	173	229	145	-	(96)	823
Other revenues	209	285	315	283	246	271	180	492	190	226
Net transfers	772	932	14	-	1,290	1,662	428	2,118	1,273	1,516
Total governmental activities	<u>\$ 23,428</u>	<u>\$ 28,212</u>	<u>\$ 25,714</u>	<u>\$ 27,425</u>	<u>\$ 31,816</u>	<u>\$ 34,411</u>	<u>\$ 32,134</u>	<u>\$ 33,628</u>	<u>\$ 34,830</u>	<u>\$ 37,954</u>
Business-type activities:										
Income on investments	\$ 124	\$ 69	\$ 124	\$ 113	\$ 100	\$ 178	\$ 87	\$ 1	\$ (48)	\$ 351
Interest on interfund loan	-	-	-	-	-	-	-	141	46	28
Other revenues	315	-	-	-	-	71	4	209	80	1
Net transfers	(772)	(932)	(14)	-	(1,290)	(1,662)	(427)	(2,118)	(1,273)	(1,515)
Total business-type activities	<u>(333)</u>	<u>(863)</u>	<u>110</u>	<u>113</u>	<u>(1,190)</u>	<u>(1,413)</u>	<u>(336)</u>	<u>(1,767)</u>	<u>(1,195)</u>	<u>(1,135)</u>
Total primary government	<u>\$ 23,095</u>	<u>\$ 27,349</u>	<u>\$ 25,824</u>	<u>\$ 27,538</u>	<u>\$ 30,626</u>	<u>\$ 32,998</u>	<u>\$ 31,798</u>	<u>\$ 31,861</u>	<u>\$ 33,635</u>	<u>\$ 36,819</u>
Change in Net Position										
Governmental activities	\$ (114)	\$ 8,096	\$ (456)	\$ 2,449	\$ (502)	\$ 4,438	\$ 1,013	\$ 3,428	\$ 9,381	\$ 1,215
Business-type activities	2,247	7,434	488	715	(917)	(903)	595	588	764	963
Total primary government	<u>\$ 2,133</u>	<u>\$ 15,530</u>	<u>\$ 32</u>	<u>\$ 3,164</u>	<u>\$ (1,419)</u>	<u>\$ 3,535</u>	<u>\$ 1,608</u>	<u>\$ 4,016</u>	<u>\$ 10,145</u>	<u>\$ 2,178</u>

**City of Cooper City, Florida**  
**Table 3**  
**Fund Balances of Governmental Funds**  
**Last Ten Fiscal Years**  
**Modified Accrual Basis**  
**(in Thousands)**

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
General Fund										
Nonspendable	\$ 27	\$ 24	\$ 25	\$ 28	\$ 30	\$ 33	\$ 27	\$ 31	\$ 41	\$ 47
Restricted	-	-	-	-	249	-	-	-	-	-
Committed	-	-	-	-	-	-	-	3,450	3,331	3,000
Assigned	777	1,528	2,582	4,104	2,728	3,518	4,057	523	866	396
Unassigned	7,589	8,684	7,438	3,601	(134)	2,833	4,858	7,661	11,294	16,732
Total general fund	<u>\$ 8,393</u>	<u>\$ 10,236</u>	<u>\$ 10,045</u>	<u>\$ 7,733</u>	<u>\$ 2,873</u>	<u>\$ 6,384</u>	<u>\$ 8,942</u>	<u>\$ 11,665</u>	<u>\$ 15,532</u>	<u>\$ 20,175</u>
All other governmental funds										
Restricted, reported in:										
Special Revenue Funds	\$ -	\$ -	\$ -	\$ -	\$ 166	\$ 928	\$ 886	\$ 2,238	\$ 3,255	\$ 3,769
Debt Service Funds	-	-	-	-	45	126	-	-	-	-
Capital Projects Funds	-	-	-	-	-	-	-	-	-	386
Assigned, reported in:										
Special Revenue Funds	429	774	902	700	701	-	-	-	-	191
Debt Service Funds	105	88	72	61	-	-	-	-	-	-
Capital Projects Funds	4,396	4,718	4,838	5,830	3,652	-	-	-	-	-
Unassigned, reported in:										
Capital Projects Funds	-	-	-	-	-	(2,312)	(688)	(37)	-	-
Total all other governmental funds	<u>\$ 4,930</u>	<u>\$ 5,580</u>	<u>\$ 5,812</u>	<u>\$ 6,591</u>	<u>\$ 4,564</u>	<u>\$ (1,258)</u>	<u>\$ 198</u>	<u>\$ 2,201</u>	<u>\$ 3,255</u>	<u>\$ 4,346</u>



**City of Cooper City, Florida**  
**Table 4**  
**Changes in Fund Balances of Governmental Funds**  
**Last Ten Fiscal Years**  
**Modified Accrual Basis**  
**(in Thousands)**

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Revenues</b>										
Property taxes	\$ 12,652	\$ 13,441	\$ 14,808	\$ 16,688	\$ 19,673	\$ 20,557	\$ 20,245	\$ 19,374	\$ 19,870	\$ 20,808
Franchise fees and utility taxes	6,273	6,310	6,126	6,072	6,132	6,307	6,125	6,261	6,986	7,667
Licenses and permits	1,151	1,195	1,105	1,154	1,597	1,391	1,902	2,373	1,854	2,075
Intergovernmental revenues*	3,468	5,013	4,294	4,375	4,811	4,910	8,711	6,786	9,837	8,629
Charges for services	4,353	4,743	5,641	5,931	5,233	5,227	4,642	5,542	6,725	7,154
Fines and forfeitures	479	543	550	273	236	420	98	88	219	138
Impact fees	41	481	88	377	136	54	415	84	249	203
Grant revenues	-	-	907	33	49	601	-	-	-	-
Investment earnings	106	109	156	203	173	229	145	-	(81)	825
Miscellaneous revenues	379	372	316	283	246	267	181	492	249	227
Total revenues	28,902	32,207	33,991	35,389	38,286	39,963	42,464	41,000	45,908	47,726
<b>Expenditures</b>										
General government	3,918	4,224	5,121	4,848	4,871	4,785	4,690	5,611	5,699	5,822
Public safety	19,695	20,564	22,201	24,333	25,674	26,559	28,522	27,374	28,553	29,859
Physical environment	484	515	648	718	711	553	461	487	529	524
Transportation	1,422	1,196	1,242	1,494	1,462	1,018	1,973	1,334	1,077	932
Culture and recreation	2,473	2,406	2,784	3,854	7,145	3,474	3,045	3,303	3,514	4,396
Capital outlay	704	1,365	1,591	1,300	6,226	6,456	188	141	2,829	1,913
Interest on interfund loan	-	-	-	-	-	-	-	141	46	29
Debt service										
Principal retirement	334	341	349	356	364	200	-	-	13	41
Interest and fiscal charges	42	35	27	19	11	2	-	-	1	41
Total expenditures	29,072	30,646	33,963	36,922	46,464	43,047	38,879	38,391	42,261	43,557
Excess (deficiencies) of revenues over expenditures	(170)	1,561	28	(1,533)	(8,178)	(3,084)	3,585	2,609	3,647	4,170

**City of Cooper City, Florida**  
**Table 4**  
**Changes in Fund Balances of Governmental Funds (Continued)**  
**Last Ten Fiscal Years**  
**Modified Accrual Basis**  
**(in Thousands)**

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Other Financing Sources (uses)</b>										
Proceeds from line of credit	-	-	-	-	-	-	-	-	-	50
Transfers in	2,257	2,791	2,285	2,495	5,940	2,309	2,453	3,719	3,004	3,410
Transfers out	(1,485)	(1,859)	(2,271)	(2,495)	(4,650)	(647)	(2,025)	(1,601)	(1,730)	(1,894)
Total other financing sources (uses)	772	932	14	-	1,290	1,662	428	2,118	1,274	1,566
Net change in fund balances	\$ 602	\$ 2,493	\$ 42	\$ (1,533)	\$ (6,888)	\$ (1,422)	\$ 4,013	\$ 4,727	\$ 4,921	\$ 5,736
Debt service as a percentage of noncapital expenditures	1.30%	1.30%	1.20%	1.10%	0.90%	0.50%	0.00%	0.00%	0.03%	0.19%

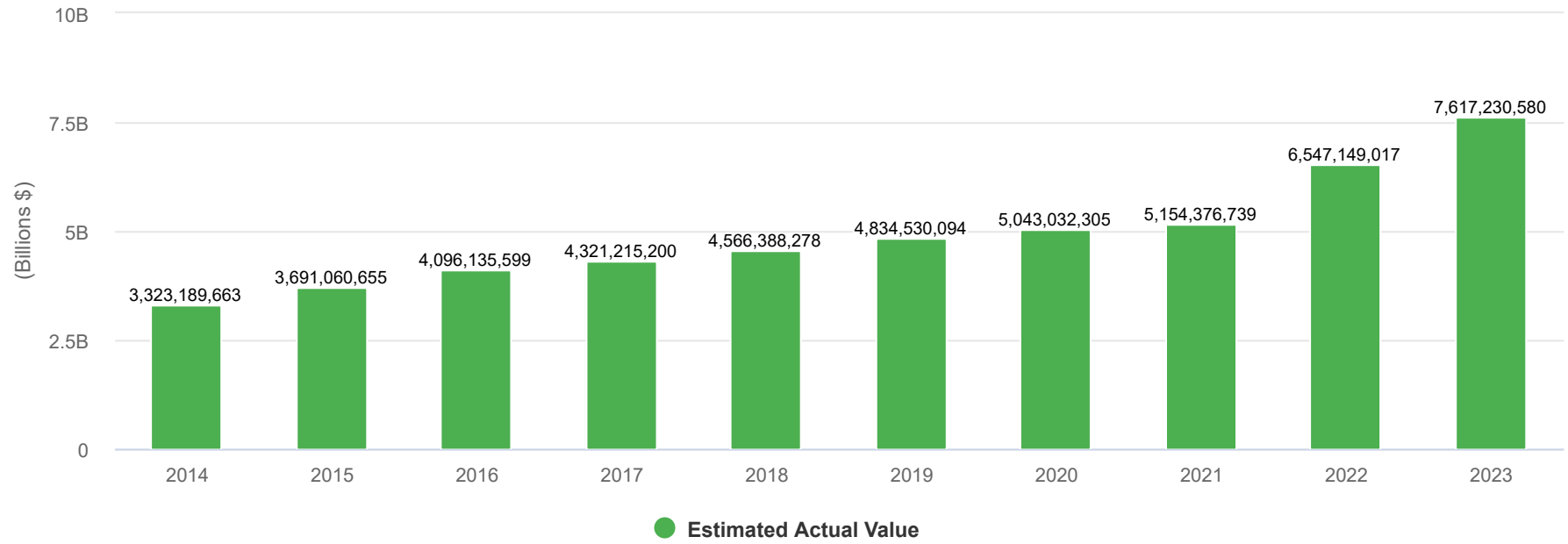
\*In fiscal year 2020 and 2021 the grant revenues are included in the intergovernmental revenues

**City of Cooper City, Florida**  
**Table 5**  
**Assessed and Estimated Actual Value of Taxable Property**  
**Last Ten Fiscal Years**

<b>Fiscal Year</b>	<b>Real Property</b>	<b>Personal Property</b>	<b>Less: Tax Exempt Property</b>	<b>Total Taxable Assessed Value</b>	<b>Estimated Actual Value<sup>(1)</sup></b>	<b>Total Direct Tax Rate</b>	<b>Ratio of Total Assessed To Total Estimated Actual Value</b>
2014	\$ 3,264,309,230	\$ 58,880,433	\$ 1,093,893,026	\$ 2,229,296,637	\$ 3,323,189,663	\$ 5.8772	67.08%
2015	\$ 3,630,960,310	\$ 60,100,345	\$ 1,291,091,362	\$ 2,399,969,293	\$ 3,691,060,655	\$ 5.8772	65.02%
2016	\$ 4,033,657,860	\$ 62,477,739	\$ 1,557,899,836	\$ 2,538,235,763	\$ 4,096,135,599	\$ 6.0772	61.97%
2017	\$ 4,266,200,670	\$ 55,014,530	\$ 1,665,031,000	\$ 2,656,184,200	\$ 4,321,215,200	\$ 6.5272	61.47%
2018	\$ 4,507,528,860	\$ 58,859,418	\$ 1,748,454,790	\$ 2,817,933,488	\$ 4,566,388,278	\$ 7.2678	61.71%
2019	\$ 4,770,857,970	\$ 63,672,124	\$ 1,877,438,250	\$ 2,957,091,844	\$ 4,834,530,094	\$ 7.2343	61.17%
2020	\$ 4,980,031,390	\$ 63,000,915	\$ 1,950,843,198	\$ 3,092,189,107	\$ 5,043,032,305	\$ 6.8102	61.32%
2021	\$ 5,088,974,500	\$ 65,402,239	\$ 1,917,410,180	\$ 3,236,966,559	\$ 5,154,376,739	\$ 6.1250	62.80%
2022	\$ 6,478,562,180	\$ 68,586,837	\$ 2,868,900,090	\$ 3,678,248,927	\$ 6,547,149,017	\$ 5.8750	56.18%
2023	\$ 7,543,507,300	\$ 73,723,280	\$ 3,567,711,100	\$ 4,049,519,480	\$ 7,617,230,580	\$ 5.8650	53.16%

Source: Certification from Broward County Property Appraiser's Office.

### Assessed and Estimated Actual Value of Taxable Property



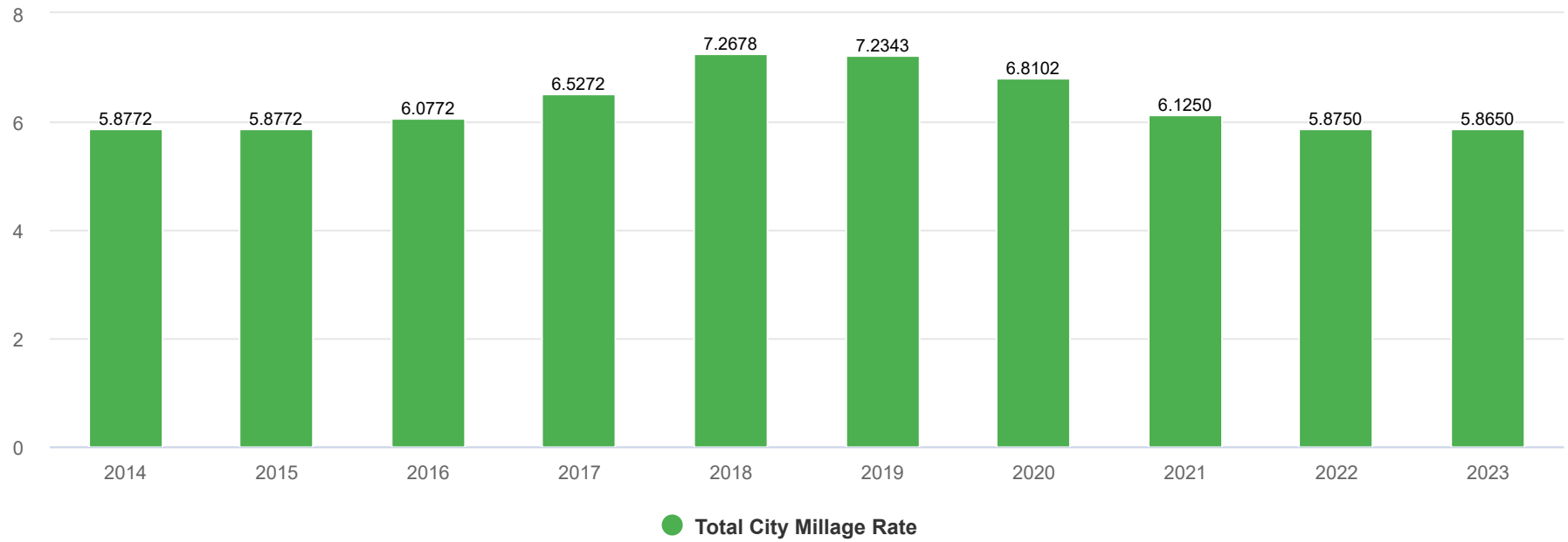
**City of Cooper City, Florida**  
**Table 6**  
**Property Tax Rates**  
**Direct and Overlapping Governments**  
**Last Ten Fiscal Years**  
**(rates per thousand of assessed value)**

Fiscal Year	City of Cooper City			Overlapping Rates						
	Operating Millage	Debt Service Millage	Total City Millage	Broward County	Broward County School District	Children's Services	South Broward Hospital District	South Florida Water Management District	Florida Inland Navigation District	Total Direct & Overlapping Rates
2014	5.7087	0.1685	5.8772	5.723	7.480	0.488	0.400	0.411	0.035	20.414
2015	5.7202	0.1570	5.8772	5.723	7.438	0.488	0.186	0.384	0.035	20.131
2016	5.9293	0.1479	6.0772	5.723	7.274	0.488	0.174	0.355	0.032	20.123
2017	6.3847	0.1425	6.5272	5.669	6.906	0.488	0.162	0.331	0.032	20.115
2018	7.1347	0.1331	7.2678	5.669	6.539	0.488	0.150	0.310	0.032	20.456
2019	7.1350	0.0993	7.2343	5.669	6.403	0.488	0.141	0.294	0.032	20.261
2020	6.8102	-	6.8102	5.669	6.739	0.488	0.126	0.280	0.032	20.144
2021	6.1250	-	6.1250	5.669	6.505	0.488	0.120	0.268	0.032	19.207
2022	5.8750	-	5.8750	5.669	6.138	0.450	0.101	0.230	0.032	18.495
2023	5.8650	-	5.8650	5.669	6.616	0.450	0.094	0.230	0.029	18.952

Source: Broward County, Florida Property Appraiser.

\* Overlapping rates are those of local and county governments that apply to property owners within the City of Cooper City.

### Assessed and Estimated Actual Value of Taxable Property



**City of Cooper City, Florida**  
**Table 7**  
**Principal Taxpayers**  
**Current Year and Nine Years Ago**

Taxpayer	2023			2014		
	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value
Morguard Monterra LLC	\$ 54,812,305	1	1.35%			
Florida Power & Light Co	44,417,869	2	1.10%	16,271,498	3	0.79%
Regency Centers LP	36,345,690	3	0.90%			
Spg Cooper City Tr Spg Trust Corp Trstee	27,969,360	4	0.69%	10,232,010	7	0.50%
Publix Super Markets Inc	25,813,690	5	0.64%	19,471,000	2	0.95%
Weingarten Realty Investors	22,840,780	8	0.56%	16,009,590	4	0.78%
Zom Monterra LP	22,249,286	6	0.55%			
As Cooper City Owner LLC	20,915,620	7	0.52%			
Real Sub LLC	15,547,180	9	0.38%			
Storage Property IV LLC	14,988,810	10	0.37%			
Equity One Inc				20,942,030	1	1.02%
Prince of Cooper City LLC				12,323,500	5	0.60%
Wal-Mart Stores East LP				10,554,840	6	0.51%
Jag-Star Monterra LLC				9,178,610	8	0.45%
Centre at Stirling & Palm Inc.				8,581,820	9	0.42%
CC Monterra Residential LLC				8,298,251	10	0.40%
Totals	\$ 285,900,590		7.06%	\$ 131,863,149		6.42%

Source: Broward County, Florida, Department of Revenue

**City of Cooper City, Florida**  
**Table 8**  
**Property Tax Levies and Collections**  
**Last Ten Fiscal Years**

Fiscal Year	Total Tax Levy For Fiscal Year	Collected within the Fiscal Year of the Levy		Collection in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Collections <sup>(1)</sup>	Percentage of Levy
2014	\$ 12,739,120	\$ 12,274,842	96.4%	\$ 2,788	\$ 12,277,630	96.4%
2015	\$ 13,748,235	\$ 13,145,632	95.6%	\$ (62,959) <sup>(2)</sup>	\$ 13,082,673	95.2%
2016	\$ 15,064,191	\$ 14,421,975	95.7%	\$ 13,410	\$ 14,435,385	95.8%
2017	\$ 16,951,589	\$ 16,315,865	96.3%	\$ 1,717	\$ 16,317,582	96.3%
2018	\$ 20,154,861	\$ 19,287,960	95.7%	\$ 5,016	\$ 19,292,976	95.7%
2019	\$ 21,129,592	\$ 20,242,064	95.8%	\$ 12,299	\$ 20,254,363	95.9%
2020	\$ 21,450,196	\$ 20,227,889	94.3%	\$ 925	\$ 20,228,814	94.3%
2021	\$ 20,990,930	\$ 19,369,417	92.3%	\$ 1,008	\$ 19,370,425	92.3%
2022	\$ 20,736,352	\$ 19,833,728	95.6%	\$ 32,906	\$ 19,866,633	95.8%
2023	\$ 21,625,983	\$ 20,561,654	95.1%	\$ 203,512	\$ 20,765,165	96.0%

Source: Broward County Revenue Collector (included discounts allowed)

Source: Broward County Property Appraiser's Office.

Notes: (1) Collections do not include discount amounts.

(2) Delinquent tax collections are negative in fiscal year 2015 because of refunds to property owners determined by the value adjustment board.



**City of Cooper City, Florida**  
**Table 9**  
**Ratios of Outstanding Debt by Type**  
**Last Ten Fiscal Years**  
**(dollars in thousands, except per Capital)**

Fiscal Year	Governmental Activities		Business-Type Activities		Total Primary Government <sup>(1)</sup>	Percentage of Personal Income <sup>(1)</sup>	Per Capita		
	General Obligation Bonds		Notes Payable						
2014	\$	1,702	\$	669	\$	2,371	0.23%	\$	69
2015	\$	1,361	\$	175	\$	1,536	0.14%	\$	44
2016	\$	1,013	\$	-	\$	1,013	0.10%	\$	29
2017	\$	656	\$	1,811	\$	2,467	0.24%	\$	115
2018	\$	292	\$	1,682	\$	1,974	0.18%	\$	89
2019	\$	-	\$	1,507	\$	1,507	0.13%	\$	137
2020	\$	-	\$	1,327	\$	1,327	0.11%	\$	120
2021	\$	-	\$	1,142	\$	1,142	0.09%	\$	100
2022	\$	-	\$	955	\$	955	0.07%	\$	84
2023	\$	-	\$	762	\$	762	0.06%	\$	67

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.  
(1) See Table 13 for personal income and population data. These ratios are calculated using personal income and population for the prior calendar year.

**City of Cooper City, Florida**  
**Table 10**  
**Ratios of General Obligation Bonded Debt Outstanding**  
**Last Ten Fiscal Years**  
**(dollars in thousands, except per Capita)**

Fiscal Year	Governmental Activities		Less: Amounts Available in Debt Service Fund	Total	Percentage of Actual Taxable Value of Property <sup>(1)</sup>	Per Capita <sup>(2)</sup>
	General Obligation Bonds					
2014	\$ 1,618	\$ -	\$ -	\$ 1,618	0.05%	\$ 47
2015	\$ 1,275	\$ -	\$ -	\$ 1,275	0.04%	\$ 37
2016	\$ 1,013	\$ -	\$ -	\$ 1,013	0.02%	\$ 29
2017	\$ 656	\$ -	\$ -	\$ 656	0.02%	\$ 19
2018	\$ 292	\$ -	\$ -	\$ 292	0.01%	\$ 8
2019	\$ -	\$ -	\$ -	\$ -	-	\$ -
2020	\$ -	\$ -	\$ -	\$ -	-	\$ -
2021	\$ -	\$ -	\$ -	\$ -	-	\$ -
2022	\$ -	\$ -	\$ -	\$ -	-	\$ -
2023	\$ -	\$ -	\$ -	\$ -	-	\$ -

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

Source: (1) See Table 5 for property value data.

(2) See Table 13 for population data.

City's Audited Financial Statements

**City of Cooper City, Florida**  
**Table 11**  
**Direct and Overlapping Governmental Activities Debt**  
**September 30, 2023 (dollars in thousands)**

Governmental Unit	Debt Outstanding	Percentage Applicable to Cooper City	Amount Applicable to Cooper City
<b>Debt repaid with property taxes:</b>			
Broward County	\$ 40,974	1.50%	\$ 616
Broward School District Board	2,380,817	1.50%	35,766
Subtotal, overlapping debt			36,382
<b>City of Cooper City, Direct Debt</b>			
			-
Total Direct and Overlapping Debt	\$ 2,421,791		\$ 36,382

Sources: Assessed value data used to estimate applicable percentage provided by Broward County Property Appraiser. Debt outstanding data provided by each governmental unit.

Notes:

Overlapping governments are those that coincide with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Cooper City. This process recognizes that, when considering the government's ability to issue and repay long-term debt, the entire debt burden borne by the property tax payers should be taken into account.

For debt repaid with property taxes, the percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of other governmental unit's taxable assessed value that is within the City's boundaries and dividing it by each unit's total taxable assessed value.

**City of Cooper City, Florida**  
**Table 12**  
**Pledged-Revenue Coverage**  
**Last Ten Fiscal Years**  
**(dollars in thousands)**

Fiscal Year	Utility Service Charges	Less: Operating Expenses	Net Available Revenue	Water & Sewer Revenue Bond(s)			Water & Sewer Revenue Note(s)		
				Debt Service			Debt Service		
				Principal	Interest	Coverage	Principal	Interest	Coverage
2014	\$ 11,507	\$ 6,673	\$ 4,834	\$ -	\$ -	-	\$ 525	\$ 39	8.57
2015	\$ 11,437	\$ 7,059	\$ 4,378	\$ -	\$ -	-	\$ 175	\$ 3	24.60
2016	\$ 11,602	\$ 9,032	\$ 2,570	\$ -	\$ -	-	\$ -	\$ -	-
2017	\$ 11,509	\$ 5,092	\$ 6,417	\$ -	\$ -	-	\$ -	\$ -	-
2018	\$ 11,463	\$ 7,859	\$ 3,604	\$ -	\$ -	-	\$ -	\$ -	-
2019	\$ 11,844	\$ 8,571	\$ 3,273	\$ -	\$ -	-	\$ -	\$ -	-
2020	\$ 12,769	\$ 8,815	\$ 3,954	\$ -	\$ -	-	\$ -	\$ -	-
2021	\$ 12,605	\$ 7,534	\$ 5,071	\$ -	\$ -	-	\$ -	\$ -	-
2022	\$ 13,018	\$ 7,376	\$ 5,642	\$ -	\$ -	-	\$ -	\$ -	-
2023	\$ 13,811	\$ 8,718	\$ 5,093	\$ -	\$ -	-	\$ -	\$ -	-

Fiscal Year	Utility Service Charges	Less: Operating Expenses	Net Available Revenue	Stormwater Revenue Notes		
				Debt Service		
				Principal	Interest	Coverage
2017	\$ 283	\$ 221	\$ 62	\$ 88	\$ 18	0.58
2018	\$ 311	\$ 245	\$ 66	\$ 173	\$ 40	0.31
2019	\$ 322	\$ 172	\$ 150	\$ 176	\$ 37	0.70
2020	\$ 320	\$ 285	\$ 35	\$ 180	\$ 33	0.16
2021	\$ 481	\$ 186	\$ 295	\$ 184	\$ 29	1.38
2022	\$ 559	\$ 173	\$ 386	\$ 188	\$ 24	1.82
2023	\$ 557	\$ 248	\$ 309	\$ 192	\$ 20	1.46

Source: City's Audited Financial Statements

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements. Operating expenses do not include interest or depreciation expense.

**City of Cooper City, Florida**  
**Table 13**  
**Demographic and Economic Statistics**  
**Last Ten Calendar Years**

<u>Year</u>	<u>Population<sup>(1)</sup></u>	<u>Personal Income<sup>(2)</sup></u> <u>(In thousands)</u>	<u>Per Capita Personal</u> <u>Income<sup>(2)</sup></u>	<u>Median Age<sup>(3)</sup></u>	<u>School Enrollment<sup>(4)</sup></u>	<u>Unemployment Rate<sup>(5)</sup></u>
2014	33,206	\$ 1,051,304	\$ 31,660	41	5,926	5.2%
2015	33,214	\$ 1,057,377	\$ 31,835	41	6,057	4.9%
2016	33,761	\$ 1,010,089	\$ 29,919	41	6,350	4.6%
2017	33,758	\$ 1,046,714	\$ 31,006	41	6,418	3.3%
2018	33,900	\$ 1,125,745	\$ 33,208	41	6,476	2.8%
2019	33,991	\$ 1,178,809	\$ 34,247	41	6,601	2.9%
2020	34,006	\$ 1,239,964	\$ 42,301	41	6,375	7.8%
2021	34,397	\$ 1,514,529	\$ 42,171	40	6,161	2.7%
2022	34,683	\$ 1,285,972	\$ 45,337	41	6,507	2.3%
2023	34,872	\$ 1,368,614	\$ 49,626	39.9	6,506	2.3%

Sources:

- (1)Furnished by Bureau of Economic and Business Research, University of Florida
- (2)Furnished by the Census Bureau's 2014-2018 QuickFacts
- (3)Furnished by the U.S. Census Bureau (national survey is conducted every 10 years).
- (4)Furnished by the School Board of Broward County.
- (5)Furnished by the Bureau of Labor Statistics.

**City of Cooper City, Florida**  
**Table 14**  
**Principal Employers**  
**Current Year and Nine Years Ago**

Employer	2023			2014		
	Employees	Rank	Percentage of Total City Employment	Employees	Rank	Percentage of Total City Employment
School Board	583	1	3.16%	505	1	5.26%
Publix	520	2	2.82%	422	2	4.40%
Wal-Mart	299	3	1.62%	400	3	4.17%
Steris Instrument Management Svcs	195	4	1.06%	-	-	0.00%
City of Cooper City	122	5	0.66%	96	6	1.00%
Leader Animal Specialty Hospital <sup>(1)</sup>	100	6	0.54%	45	10	0.47%
Arbor Terrace	95	7	0.51%	-	-	0.00%
Florida Solar & Air, Inc.	75	8	0.41%	-	-	0.00%
Walgreens	54	9	0.29%	64	9	0.67%
Wendy's	54	9	0.29%	-	-	0.00%
Winn-Dixie	-	-	0.00%	148	4	1.54%
Integrated Medical Center	-	-	0.00%	115	5	1.20%
High Point of Florida	-	-	0.00%	95	7	0.99%
Beverly Hills Cafe	-	-	0.00%	65	8	0.68%
<b>Totals</b>	<b>2,097</b>		<b>11.36%</b>	<b>1,955</b>		<b>20.38%</b>

Source:

Various employers within the City.

Notes:

(1) Business previously known as Animal Medical Center.

(2) Beverly Hills Cafe closed in 10/2020.

**City of Cooper City, Florida**

**Table 15  
Full-Time Equivalent City Employees by Function/Program  
Last Ten Fiscal Years**

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Function/Program</b>										
City Commission	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Administration	2.0	2.0	3.0	3.0	4.0	3.0	3.0	3.0	3.0	3.0
Building	8.0	6.0	7.0	8.0	7.0	6.2	5.2	10.5	7.6	8.4
City Clerk	5.0	5.0	5.0	4.0	5.0	5.0	5.0	5.0	4.7	4.4
Finance <sup>(4)</sup>	6.0	7.0	8.0	8.0	9.0	9.0	8.7	8.7	9.5	10.2
Human Resources	-	-	-	-	-	-	-	-	2.0	2.4
Growth Management	2.0	2.0	2.0	2.0	2.0	2.6	2.6	-	2.9	2.4
Public Works:										
Administration <sup>(5)</sup>	4.0	4.0	5.0	5.0	5.0	5.0	5.0	5.0	4.0	5.0
Property Maintenance	4.0	5.0	5.0	5.0	5.0	5.0	4.0	4.0	4.0	4.0
Parks Maintenance <sup>(3)</sup>	12.0	11.0	11.0	11.0	11.0	15.1	15.1	15.6	15.6	11.0
Fleet Maintenance <sup>(6)</sup>	2.0	3.0	3.0	3.0	3.0	3.0	3.0	2.0	2.0	2.0
Street Maintenance	-	-	-	-	-	-	-	-	-	4.0
Recreation <sup>(2)</sup>										
Administration	11.0	9.0	11.0	8.0	12.0	23.6	23.6	23.4	23.4	35.9
Utilities										
Administration	5.0	6.0	6.0	5.0	6.0	6.0	6.0	6.0	6.0	6.0
Customer Service <sup>(1)</sup>	3.0	3.0	4.0	4.0	4.0	5.3	5.1	5.1	5.3	5.1
Stormwater	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Wastewater:										
Wastewater										
Transmission	9.0	9.0	8.0	7.0	7.0	8.0	8.0	8.0	8.0	9.0
Wastewater Plant	6.0	5.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	7.0
Water:										
Water Distribution <sup>(6)</sup>	8.0	9.0	8.0	8.0	9.0	9.0	9.0	10.0	10.0	10.0
Water Plant	7.0	7.0	9.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
<b>Total</b>	<u>96.0</u>	<u>95.0</u>	<u>103.0</u>	<u>97.0</u>	<u>105.0</u>	<u>121.8</u>	<u>119.3</u>	<u>122.3</u>	<u>124.0</u>	<u>139.7</u>

Source: Various City departments.

- Notes:
- (1) In 2019, Utilities Customer Service included part-time staff in FTE count.
  - (2) In 2019, Recreation included part-time & seasonal staff in the FTE count.
  - (3) In 2019, Public Works-Parks Maintenance included part-time staff in the FTE count.
  - (4) In 2020, Sr Accountant position replaced Customer Service Supervisor position in FY20 and is split between Finance and Utilities Customer Service.
  - (5) In 2020, Capital Projects Coordinator position was reclassified to a Field Operations Supervisor.
  - (6) In 2021, One Fleet Mechanic funded by Utilities (Department 910 Water Distributions).

Note: A full-time employee is scheduled to work 2,080 hours per year (including vacation and sick time). Full-time equivalent employment is calculated by dividing total labor hours by 2080. In fiscal years prior to 2019, total number of positions was reported rather than FTE.

**City of Cooper City, Florida**  
**Table 16**  
**Operating Indicators by Function/Program**  
**Last Ten Fiscal Years**

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Function/Program</b>										
General Government										
Building permits issued	2,316	2,765	2,488	2,605	3,450	2,888	2,677	3,592	3,052	3,020
Building inspections conducted	7,022	7,003	7,340	7,179	8,889	8,243	7,061	10,925	10,052	10,785
Police										
Arrests	423	460	404	393	296	333	243	172	208	270
Parking violations	148	1,081	772	756	621	769	613	116	399	433
Traffic violations	4,284	3,803	6,705	8,007	6,564	5,952	2,612	3,964	5,143	5,924
Fire										
Emergency responses	2,642	2,345	2,517	2,266	2,847	2,737	2,693	2,757	3,143	3,164
Fires Extinguished	49	30	34	32	17	16	46	17	32	81
Inspections	849	901	910	753	544	918	766	724	850	819
Streets										
Street resurfacing (miles)	1	-	6	2	1	-	7	3	6	-
Potholes repaired	129	105	133	125	214	115	203	217	90	138
Culture and recreation										
Athletic field permits issued	2	2	2	3	4	21	12	151	282	615
Community Center admissions	55,800	54,316	54,336	53,896	14,990	43,979	16,942	7,923	8,878	17,161
Pool & Tennis Center admissions	65,000	51,446	60,578	61,193	62,279	62,278	37,566	24,609	22,309	34,962
Water										
New connections	31	16	24	15	5	5	5	10	7	48
Water main breaks	3	1	2	2	4	6	-	3	3	-
Average daily consumption (thousands of gallons)	3,100	3,162	3,106	2,993	3,067	2,920	2,995	3,070	3,050	3,065
Peak daily consumption (thousands of gallons)	4,194	4,539	4,704	4,476	4,248	5,078	4,325	4,353	4,200	4,811
Wastewater										
Average daily sewage treatment (thousands of gallons)	2,485	2,550	2,450	2,447	2,447	2,491	2,551	2,560	2,566	2,695
Transportation										
Senior Citizens Bus Trips	2,172	2,592	3,138	2,906	3,922	3,576	1,077	1,490	2,371	2,875

Source: Various City Departments



**City of Cooper City, Florida**  
**Table 17**  
**Capital Asset Statistics by Function/Program**  
**Last Ten Fiscal Years**

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Function</b>										
General government										
City Hall building	1	1	1	1	1	1	1	1	1	1
Public safety										
Police:										
Station(s)	1	1	1	1	1	1	1	1	1	1
Fire:										
Station(s)	1	1	1	1	1	1	1	1	1	1
Streets										
Streets (miles)	121	121	121	121	121	121	121	121	121	121
Streetlights	2,052	2,052	2,052	2,100	2,101	2,101	2,101	2,101	2,109	2,109
Traffic signals	27	27	27	27	27	27	27	27	27	27
Culture and recreation										
Baseball/softball diamonds	12	11	11	11	11	11	11	11	11	11
Basketball courts	10	10	10	10	10	10	10	10	10	10
Community centers	2	2	2	2	2	2	2	2	2	2
Concession Stands	3	4	4	4	4	5	5	5	5	5
Hockey rinks	2	2	2	2	1	1	-	-	-	-
Multipurpose fields	2	2	2	2	15	19	15	13	13	13
Parks	21	21	21	21	23	23	23	23	23	23
Parks acreage	106	106	106	106	106	106	106	106	106	126
Pavillions	5	5	5	5	5	5	7	7	7	7
Playgrounds	21	21	21	21	21	22	22	22	22	22
Racquetball Courts	10	10	10	10	10	10	10	10	10	10
Soccer/football fields	5	5	5	5	5	9	9	9	9	9
Tennis courts	15	15	14	14	14	14	14	14	14	14
Volleyball Courts	7	7	7	7	12	12	12	12	12	12
Pickleball Courts	-	-	2	2	2	6	6	8	8	8

**City of Cooper City, Florida**  
**Table 17**  
**Capital Asset Statistics by Function/Program (Continued)**  
**Last Ten Fiscal Years**

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Water</b>										
Water plants	1	1	1	1	1	1	1	1	1	1
Water mains (miles)	105	141	141	141	141	141	143	144	146	147
Fire hydrants	1,115	1,289	1,289	1,379	1,379	1,379	1,397	1,410	1,423	1,436
Storage capacity (thousands of gallons)	3,500	3,500	3,500	3,500	3,500	3,500	3,550	3,550	3,550	3,500
<b>Wastewater</b>										
Wastewater treatment plants	1	1	1	1	1	1	1	1	1	1
Sanitary sewers Gravity (miles)	90	90	90	90	90	90	90	90	90	91
Sanitary sewers force (miles)	-	37	37	37	37	37	37	37	37	37
Storm sewers (miles)	11	55	55	55	55	55	57	57	57	57
Treatment capacity (thousands of gallons)	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000

Source: Various City Departments.



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# COMPLIANCE SECTION





INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Honorable Mayor,  
City Commissioners and City Manager  
City of Cooper City, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Cooper City, Florida (the "City"), as of and for the year ended September 30, 2023, and the related notes to the financial statements which collectively comprise the City's basic financial statements and have issued our report thereon dated April 4, 2024.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

CPAs + Trusted Advisors



City of Cooper City, Florida

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Keefe McCullough*

KEEFE McCULLOUGH

Fort Lauderdale, Florida  
April 4, 2024



INDEPENDENT AUDITOR’S REPORT ON COMPLIANCE FOR  
EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER  
COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Honorable Mayor and  
Members of the City Commission  
City of Cooper City, Florida

**Report on Compliance for Each Major Federal Program**

***Opinion on Each Major Federal Program***

We have audited the City of Cooper City, Florida’s (the “City”) compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City’s major federal programs for the year ended September 30, 2023. The City’s major federal programs are identified in the summary of auditor’s results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2023.

***Basis for Opinion on Each Major Federal Program***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor’s Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City’s compliance with the compliance requirements referred to above.

***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City’s federal programs.

City of Cooper City, Florida

### ***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### ***Report on Internal Control over Compliance***

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.



City of Cooper City, Florida

Our consideration of internal control over compliance was for the limited purpose described in the Auditor’s Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



KEEFE McCULLOUGH

Fort Lauderdale, Florida  
April 4, 2024

**City of Cooper City, Florida**  
**Schedule of Expenditures of Federal Awards**  
**For the Fiscal Year Ended September 30, 2023**

<u>Federal Agency/Pass-Through Grantor/Program Title</u>	<u>Assistance Listing</u>	<u>Grant or Contract Number</u>	<u>Expenditures</u>	<u>Transfers to Subrecipients</u>
<b>U.S. Department of Treasury</b>				
<i>Pass-Through Florida Division of Emergency Management</i>				
Coronavirus State and Local Fiscal Recovery Funds	21.027	Y5181 / FL0061	\$ 2,018,132	\$ -
Total U.S. Department of Treasury			2,018,132	-
<b>U.S. Department of Housing and Urban Development</b>				
<i>Pass-Through Broward County</i>				
Community Development Block Grant -	14.218		12,179	-
Total U.S. Department of Housing ad urban Development			12,179	-
<b>U.S. Department of Homeland Security</b>				
<i>Pass-Through Florida Division of Emergency Management</i>				
Disaster Grants - Public Assistance	97.039	H0203	53,318	-
Total U.S. Department of Homeland Security			53,318	-
<b>Total Expenditures of Federal Awards</b>			<b>\$ 2,083,629</b>	<b>\$ -</b>

## **Notes to the Schedule of Expenditures of Federal Awards and Local Awards For the Year Ended September 30, 2023**

### **Note 1 - Basis of Presentation**

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal grant activity of the City of Cooper City, Florida (the "City"). The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

### **Note 2 - Summary of Significant Accounting Policies**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, as well as other applicable provisions of contracts and grant agreements, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

### **Note 3 - Indirect Cost Rate**

The City elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

### **Note 4 - Contingency**

The grant and contract revenue received is subject to audit and adjustment. If any expenditures or expenses are disallowed by the grantor agencies as a result of such an audit, any claim for reimbursement to the grantor/contract agencies would become a liability of the City. In the opinion of management, all grant and contract expenditures are in compliance with the terms and conditions of the agreements and applicable federal/state laws and other applicable regulations.

**CITY OF COOPER CITY, FLORIDA  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS—  
FEDERAL AWARDS AND LOCAL AWARDS  
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

**Section I – Summary of Auditors’ Results**

**Financial Statements**

Type of auditors’ report issued: *Unmodified Opinion*

Internal control over financial reporting:

Material weakness(es) identified?	_____	yes	_____	X	no
Significant deficiency(ies) identified?	_____	yes	_____	X	none reported
Noncompliance material to financial statements noted?	_____	yes	_____	X	no

**Federal/State Awards**

Internal control over major programs/projects:

Material weakness(es) identified?	_____	yes	_____	X	no
Significant deficiency(ies) identified?	_____	yes	_____	X	none reported

Type of auditors’ report issued on compliance for major federal programs and state projects: *Unmodified Opinion*

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a) and Rule 10.554(1)(i)?

_____	yes	_____	X	no
-------	-----	-------	---	----

Identification of major program(s)/project(s):

AL No.	Federal Program or Cluster
21.027	U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between Type A and Type B Programs: \$ 750,000

Auditee qualified as low-risk auditee?       X       yes                    no

## **SECTION II - FINANCIAL STATEMENT FINDINGS**

None Reported.

## **SECTION III - FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS**

None Reported.

## **SECTION IV - PRIOR YEAR AUDIT FINDINGS**

None Reported.



## MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Honorable Mayor,  
City Commissioners and City Manager  
City of Cooper City, Florida

### Report on the Financial Statements

We have audited the financial statements of the City of Cooper City, Florida (the "City") as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated April 4, 2024.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance)*; and Chapter 10.550, Rules of the Auditor General.

### Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and on Internal Control over Compliance Required by the Uniform Guidance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated April 4, 2024, should be considered in conjunction with this management letter.

### Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual financial audit report.

### Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed in the notes to the financial statements, Note 1.

CPAs + Trusted Advisors

City of Cooper City, Florida

**Financial Condition and Management**

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City. It is management’s responsibility to monitor the City’s financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

**Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

**Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, Members of the City Commission, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Keefe McCullough*

KEEFE McCULLOUGH

Fort Lauderdale, Florida  
April 4, 2024



INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH  
SECTION 218.415, FLORIDA STATUTES

To the Honorable Mayor,  
City Commissioners and City Manager  
City of Cooper City, Florida

We have examined the City of Cooper City, Florida's (the "City") compliance with the requirements of Section 218.415 Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2023. Management is responsible for the City's compliance with the specified requirements. Our responsibility is to express an opinion on the City's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2023.

This report is intended solely for the information and use of management, Members of the City Commission, and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

KEEFE McCULLOUGH

Fort Lauderdale, Florida  
April 4, 2024

CPAs + Trusted Advisors





**CITY COMMISSION  
STAFF REPORT**

**DEPARTMENT:** Finance

**DATE:** April 30, 2024

**SUBJECT:** Motion to approve the FY 2025 Budget Calendar. - **Finance**

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval of the FY 2025 Budget Calendar

**BACKGROUND OF ITEM:**

The proposed timeline aligns with the City’s financial planning needs and ensures adequate review, feedback, and decision-making time.

**ANALYSIS:**

This Calendar will facilitate a smooth and transparent budgeting process for the upcoming Fiscal Year.

**STRATEGIC PLAN:**

N/A

**FISCAL IMPACT:**

N/A

**ALTERNATIVES:**

N/A

**ATTACHMENTS:**

1. FY 2025 Budget Calendar

Workflow History 			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to City Att...	04/22/24 03:54 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Ma...	04/22/24 04:05 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	04/23/24 08:08 AM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/23/24 09:56 AM
Allen, Tedra	END WORKFLOW - APPROVED		04/23/24 10:00 AM



## FY 2025 Budget Calendar

DATES	REQUIRED ACTIVITY	RESPONSIBILITY
April 15, 2024	Department Gravity Training Sessions	Finance/Depts
April 17, 2024-May 14, 2024	Departments Enter their Budget Request in Gravity	All Depts
May 14, 2024	Advertise public input budget meeting @ 5:00 PM on 5/28/2024	City Clerk
May 15, 2024-May 20, 2024	City Manager Reviews budget requests with each department	City Manager/All Departments
May 28, 2024	Public Input Budget Meeting @ 5:00 PM	CM/Finance
May 28, 2024	Advertise Commission Budget input workshop @ 5:30 PM on June 11, 2024	City Clerk
May 29-June 4, 2024	Final Department Budget meetings with City Manager	All Depts/CM/Finance
June 1, 2024	City receives Estimate of Taxable Property Values from Broward County	Property Appraiser's office (BCPA)
June 11, 2024	Commission Budget input workshop @ 5:30 PM	City Commission/Finance/CM
June 14, 2024 -June 21, 2024	City Manager's Budget Review Begins	CM/Finance
July 1, 2024	City receives Final Certification of Taxable Property Values from Broward County	Property Appraiser's office (BCPA)
July 2, 2024	Revenue numbers in budget for State and County Updated	Finance
July 9, 2024	Advertise -Budget Workshop for July 23, 2024 at 2:30 PM	City Clerk
July 12, 2024	Preliminary budget sent to Commission for review	CM/Finance
July 23, 2024	Budget Workshop Before Commission meeting-2:30 PM	All Dept Heads,CM, Commission
July 23, 2024 Must be before 8/3	Fire Assessment Preliminary Rate Resolution adoption	Commission/CM
August 5, 2024	Property Appraiser MUST receive Preliminary Assessment Rate to be on TRIM Notices	City Clerk/Finance

August 24, 2024	Property Appraiser sends out TRIM Notices	BCPA
August 27, 2024	Notice of the Public Hearing Advertisement	City Clerk/Finance
Sept 5, 2024	Broward County Commission First Public Meeting	Broward County
Sept 10, 2024	Broward County School Board Meeting	BCSB
Sept 10, 2024	Advertise Special Meeting-Second and Final public hearing on Millage Rate and Budget Adoption on 9/24/2024	City Clerk
Sept 11, 2024	Public hearing on Tentative Budget and Millage Rate and adoption of Fire Rescue Assessment - MUST BE after 5pm	CC/CM/All Depts/Finance
Sept 15, 2024	Adopted Assessment MUST be delivered to Appraiser/Broward County Division of Finance	City Clerk/Finance
Sept 20,2024	Budget Advertisement in the newspaper per TRIM requirements	Finance/City Clerk
Sept 24, 2024	Special Meeting (5:30-6:30 PM) Second and Final public hearing on Millage Rate and Budget Adoption	City Commission
Within 30 days of adoption	Certify adopted Millage Rate and statute compliance and send TRIM package to the State	Finance/City Clerk
Oct 1, 2024	FY25 Adopted Budget becomes effective	City wide



## CITY COMMISSION STAFF REPORT

**DEPARTMENT:** Commission

**DATE:** April 30, 2024

**SUBJECT:** Motion to authorize Staff to prepare a draft ordinance pertaining to the implementation of a School Zone Automated Speed Detection System and to explore the procurement process necessary for the acquisition and installment of such a system. – **Mayor Ross**

**RECOMMENDATION:**

Mayor Ross requests a motion to authorize Staff to prepare a draft ordinance for implementing a School Zone Automated Speed Detection System and also to include procurement recommendations.

**BACKGROUND OF ITEM:**

A School Zone Automated Speed Detection System aims to mitigate the risks associated with speeding vehicles in school zones, thereby safeguarding the well-being of our students, teachers, and all pedestrians in the vicinity.

**ANALYSIS:**

Implementing a School Zone Automated Speed Detection System (SZASDS) will improve the safety of Students and Pedestrians. By deterring speeding drivers, SZASDS contributes to creating a safer environment.

**STRATEGIC PLAN:**

The item supports Strategic Plan Priority 3 – A Strong Sense of Place.

Workflow History			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	ATTORNEY'S OFFICE: Forward to City Mana...	04/17/24 12:20 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	04/18/24 03:35 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/19/24 12:42 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/19/24 01:14 PM



**CITY COMMISSION  
STAFF REPORT**

**DEPARTMENT:** Commission

**DATE:** April 30, 2024

**SUBJECT:** Discussion and possible action on allowing Commercial vehicle parking in residential districts. – **Commissioner Mallozzi**

**RECOMMENDATION:**

Commissioner Mallozzi requests a discussion and possible action on allowing Commercial vehicle parking in residential districts.

**BACKGROUND OF ITEM:**

The code currently states:

**Sec. 25-10. – Parking of Commercial Vehicles, RVs and Boats**

(a) *Parking in residential districts.* Except as hereinafter provided, no owner or person having the use of a commercial vehicle, recreational vehicle, boat or any trailer, as these terms are defined in section 21-8, shall park, store or keep the vehicle or boat or any type of trailer for any period of time in the public street, public right-of-way or privately owned property in residentially zoned districts. This section shall not apply to the following...

1) Vehicles, boats or any type of trailers that are enclosed or screened from public view in one of the following ways. This subsection is not a waiver of setback requirements or any other ordinances or regulations, each of which must be complied with by any party seeking to be included under this section...

c. Commercial vehicles or any types of trailers which do not exceed ten (10) feet in total height, and which are parked within an area behind a privacy fence with a height of six (6) feet. No portion of a vehicle or trailer parked or stored pursuant to this subsection shall exceed then (10) feet in height, nor shall it have any signage or lettering visible, or be visible from the public right-of-way...

**FISCAL IMPACT:**


N/A

**ALTERNATIVES:**

N/A

**ATTACHMENTS:**

1. Sec. 25-10 – City Code of Ordinances
2. Sec. 25-10 Violations (last 6 months)

Workflow History 			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to City Attorney	04/17/24 12:23 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	04/17/24 04:21 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	04/17/24 04:22 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/19/24 12:41 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/19/24 01:14 PM

**Sec. 25-10. Parking of commercial vehicles, RVs and boats.**

- (a) *Parking in residential districts.* Except as hereinafter provided, no owner or person having the use of a commercial vehicle, recreational vehicle, boat or any type of trailer, as these terms are defined in section 21-8, shall park, store or keep the vehicle or boat or any type of trailer for any period of time in the public street, public right-of-way or privately owned property in residentially zoned districts. This section shall not apply to the following:
  - (1) Vehicles, boats or any type of trailers that are enclosed or screened from public view in one of the following ways. This subsection is not a waiver of setback requirements or any other ordinances or regulations, each of which must be complied with by any party seeking to be included under this subsection.
    - a. Vehicles, boats or any type of trailers parked entirely in a covered garage whose door(s) is closed except for actual, active and uninterrupted moving, loading or unloading;
    - b. Vehicles, boats or any type of trailers parked entirely in a carport, attached to the home, which is screened on all sides by permanent dense vegetation or other permanent material, and covered by a roof, and that such screening shall screen from view from any right-of-way abutting the property;
    - c. Commercial vehicles or any types of trailers which do not exceed ten (10) feet in total height, and which are parked within an area behind a privacy fence with a height of six (6) feet. No portion of a vehicle or trailer parked or stored pursuant to this subsection shall exceed ten (10) feet in height, nor shall it have any signage or lettering visible, or be visible from the public right-of-way.
    - d. RVs, boats or boats mounted on trailers owned by the property owner and registered to the property which do not exceed twelve (12) feet in height, and which are parked within an area behind a privacy fence with a height of six (6) feet. No portion of a vehicle or boat parked or stored pursuant to this subsection shall exceed twelve (12) feet in total height and must be maintained in good, clean condition such that there is no fading, tearing or holes in upholstery/fabric and no accumulated dirt, mold or debris.
    - e. All vehicles or boats parked or stored pursuant to this Subsection (1) that exceed the six (6) feet privacy fence must be annually registered with the right to inspect by the city's Code Enforcement Department. Upon registering the vehicle or boat the property owner or occupant must allow the City the right to enter the property to inspect and verify the height and valid state registration of the vehicle or boat. The initial registration fee shall be fifty dollars (\$50.00) payable to the City. The annual registration is not transferable to another vehicle or boat.
      - 1. All vehicles or boats parked or stored pursuant to this subsection and that exceed the six feet privacy fence must be annually registered with the City's Police Department. Upon registering the vehicle or boat the property owner or occupant must allow the Police Department entry to the property to inspect and verify the height and valid state registration of the vehicle or boat. The initial registration fee, and subsequent annual renewal fees, are to be recommended by the chief of police reflecting the actual costs for the Police Department inspection and verification, and then approved by the City Manager. The annual registration is not transferable to another vehicle or boat.
  - (2) Vehicles made necessary for individual use by persons with actual physical impairments or disabilities;
  - (3) Any boat or RV shall be permitted to remain in the front of the property owner's residence for up to 36 hours for the limited purposes of actual, active and uninterrupted loading or unloading, repairs, deliveries or maintenance.



- (4) Any prohibited vehicle or trailer parked in a prohibited area for purposes of actual, active and uninterrupted loading or unloading, repairs, deliveries or maintenance between the hours of 6:00 a.m. and 7:00 p.m.
- (5) Any rowboat, canoe or sailboat not to exceed 14 feet in length, kept by the owner at the rear or interior side yard of the owner's residence or in the waterway adjacent thereto;
- (6) A vehicle performing or used in the performance of a local city, county or state function;
- (7) Commercial vehicles whereby signage is the only cause for classifying the vehicle as a commercial vehicle and where the signage is completely covered with a magnetic cover and provided that the magnetic cover is the same color as the commercial vehicle and the vehicle maintains the standard designed contour of the vehicle;
- (8) Owners and/or occupants of residences are permitted to park or store their boat or recreational vehicle in front of a residence for a period of not more than 24 hours within any seven day period. This subsection is not a waiver of any other ordinances or regulations, each of which must be complied with by any party seeking to be included under this subsection;

Except as provided herein, the use of a tarpaulin (tarp) or other similar covers shall not satisfy the requirements of this section for a recreational vehicle, boat or trailer. A commercial vehicle or private passenger vehicle may use a form-fitting vehicle cover so long as the current automobile license tag may be visible from the right-of-way by means of clear material or an opening or otherwise make view of the tag available and that such cover is designed to conform to the standard designed contour of the vehicle. Under all circumstances covers shall be constructed of sound material and shall be maintained in good, clean condition, such that there is no fading, tearing, or holes in the cover that are not part of its intended design and no accumulated dirt, mold, debris or other material on the cover. Vinyl or canvas tarpaulin or other covers not designed for use to cover a vehicle shall be prohibited.

All properties located within the municipal boundaries of the City of Cooper City shall be brought into compliance with the provisions of Cooper City Ordinance No. 05-05-03 no later than November 23, 2005.

- (9) Any properties who enjoy the protections of the special residential lifestyle overlay district as set forth in section 23-76 of this Code;
  - (10) In all residential zoning districts, only one boat or one recreational vehicle is permitted per dwelling unit.
- (b) *Parking in commercial districts.* Except as hereinafter provided, no owner, or person having the use of a commercial vehicle, recreational vehicle, boat or trailer shall park, store or keep the vehicle or trailer for any period of time within the property lines of any district other than a residentially zoned district. This subsection shall not apply to the following:
- (1) Vehicles, boats or trailers which have an active commercial or business purpose for which the owner or person having the use of said vehicles, boats or trailers holds a current and valid occupational license for a business location within the commercially-zoned district; provided, however, that such vehicle, boat or trailer shall be parked, stored or kept in the rear of the commercial facility or structure. This subsection is not a waiver of setback requirements or any other ordinances or regulations, each of which must be complied with by any party seeking to be included under this subsection.
  - (2) Vehicles, boats or trailers which have an active commercial or business purpose for which the owner or person having the use of said vehicles, boats or trailers holds a current and valid occupational license for a church, synagogue, private or parochial school, nursery school, or child care center, or non-profit club; provided that the use occupies a free-standing building located on a separate parcel of land that is not connected to or has no access to adjacent commercial uses. Such separate parcel of land may be under the same ownership as adjacent commercial uses. This subsection is not a waiver of setback

requirements or any other ordinances or regulations, each of which must be complied with by any party seeking to be included under this subsection.

(c) *Special variance.* Any person owning or using a commercial vehicle may apply for a variance from the strict and literal terms of the foregoing provisions and the City Commission may grant such a variance from the terms, conditions and provisions of this section as will not be contrary to the public interest when, owing to special circumstances, literal enforcement of the applicable provisions hereof would inflict an unnecessary hardship to the ownership of such commercial vehicles, provided, further, that the following conditions are met:

- (1) Applicant has submitted a petition for variance on such forms required by the City;
- (2) The Planning and Zoning Board has returned a written recommendation with respect to such variance request and has transmitted the same to the City Commission;
- (3) The applicant has filed with the City a sworn affidavit executed by both the user of the vehicle and the owner of the applicable commercial enterprise containing the following information or statements:
  - a. Description of vehicle, including serial number or vehicle registry number;
  - b. Name of business in which such vehicle is used (address and telephone number);
  - c. Nature of the business;
  - d. Employee of the business (name, address and telephone number) using the vehicle necessitating the variance request; and
  - e. A statement that the subject vehicle is used on a 24 hour basis in connection with the nature of the named business in order to facilitate responses to emergency situations involving threat to life and/ or property and that without the named employee having immediate access to the subject vehicle, the emergency to which such vehicle is intended to respond would be increased, and that the use of the vehicle by the named employee is not merely for the employee's convenience.
- (4) Notice of a public hearing has been given by the City in accordance with the procedures of section 23-153, variance.
- (5) No variance granted pursuant to the terms hereof shall be granted for a period longer than one year from the effective date of the variance.

(d) *Prohibition on junked or abandoned vehicles.*

- (1) All commercial vehicles, recreational vehicles, boats or trailers herein permitted shall be parked or stored with all wheels and tires mounted and inflated, and shall be maintained in a movable condition.
- (2) Such vehicles and boats and trailers shall not be supported to any degree by concrete blocks, jacks or any other means of support, except a truck or camper unit which has its own jacks, and which is a structure designed to be mounted upon and carried by another vehicle.
- (3) The following shall be stored within a completely enclosed building:
  - a. Any wrecked, junked, dismantled or partially dismantled vehicles, boats or trailers, including vehicles missing major parts, including, but not limited to, bodies, engines, transmissions, and rear ends; or
  - b. Vehicles, boats or trailers with bodies, engines, transmissions, rear ends or other major components that are wrecked, ruined or damaged to an extent that would render the vehicle, boat or trailer inoperative.

- (4) All vehicles and boats parked or stored, pursuant to this section, on private property must be owned or controlled by an owner or occupant of the property or temporarily parked at the express or implied invitation of an owner or occupant of the property for a legitimate purpose.
- (e) *Ticketing procedure.* Vehicles, boats or trailers parked in violation of this division shall be ticketed by the Police Department, such ticket to be affixed to the windshield of the offending vehicle or affixed at some other prominent place.
- (f) *Fine.*
  - (1) If a citation issued for a violation of this section shall be paid prior to the issuance of a notice to appear or municipal information, the fine shall be \$50.00. After the issuance of notice to appear or municipal information the penalties provided in section 1-8 of this Code shall be applicable.
  - (2) After any person has paid or been convicted of two violations of this section, all additional violations of this section for which a fine is paid or owing within a calendar year shall be punishable by a fine of 200 and \$250.00 regardless of when paid.

(Ord. No. 99-10-3, § 2, 10-26-99; Ord. No. 05-05-03, § 1, 5-24-05; Ord. No. 21-14 , § 3, 5-25-21)



# List of Sec 25-10 Violations

Meeting Date: 04/30/2024 Item #11.

11/01/2023 - 04/19/2024

Case #	Civil Citation #	Case Date	Name	Site Address	Property Address C/S/Z	Code Violation No.	Violation Description/ Assessment	Main Status
232917		12/11/2023	COOPER CITY COMMERCE	12233 12323 SW 53RD ST	COOPER CITY FL 33330	25-10 ( b )	COMMERCIAL BOX TRUCK STORED IN FRONT OF LOCATION	CLOSED
240605	4582	2/12/2024	KINGSBURY,B ARBARA	5210 SW 90 AVE	COOPER CITY, FL 33328	25-10 (a) (7)	COMMERCIAL VEHICLE PARKED AT LOCATION	CIVIL CITATION-PAID
241303	5189	4/12/2024	4954-92 LLC	4954 SW 92 Ter	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Jet ski prohibited	CIVIL CITATION
241300		4/12/2024	WOLF,WINSTON	5521 SW 94 Ave	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Trailer not screened from public view	ACTIVE
241266	4936	4/10/2024	CLAVELO,ORESTES JR & LEANNE	11802 SW 51 CT	COOPER CITY, FL. 33330	25-10 (a) Parking of commercial vehicles, rvs and boats	COMMERCIAL VEHICLE PROHIBITED	CIVIL CITATION
241265	4935	4/10/2024	BARR,IRMA	10408 SW 49 PL	COOPER CITY, FL. 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Boat parked in driveway greater than 36 hours prohibited	ACTIVE

241252	5273	4/9/2024	TADDEO,SON DRA	9211 SW 49 PI	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	RV prohi	CITATION - WARNING
241223		4/5/2024	MEMARI,ALI & BEHNOUSH	10302 SW 50 ST	COOPER CITY, FL. 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	COMMERCIAL VEHICLE PROHIBITED	ACTIVE
241184	5232	3/28/2024	CASTILLO INVESTMENTS NORTH LLC	5029 SW 92 Ave	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Trailer prohibited	CIVIL CITATION - WARNING
241149		3/22/2024	JOSEPH, JEAN C JOSEPH, YVERIANTE	5225 SW 116 AVE	COOPER CITY, FL 33330	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle (U- Haul) prohibited	ACTIVE
241129	4929	3/22/2024	GOETTERT,VI KKI H/E GOETTERT,GE RALD ETAL	11902 SW 47 CT	COOPER CITY, FL. 33330	25-10 (a) Parking of commercial vehicles, rvs and boats	RV PARKED IN DRIVEWAY PROHIBITED	CIVIL CITATION - WARNING CLOSED
241058	5378	3/16/2024	SAVENKOV,SL AVI SAVENKOV,ST EFKA	9469 SW 53 ST	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle	CIVIL CITATION
240956		3/6/2024	TORO,CHRIST IAN	8966 SW 53 ST	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	RV trailer not screened from public view	ACTIVE

240932	5352	3/7/2024	OBREGON, BELKELIS MARIAN OBREGON, JILMER J	9452 SW 51 Ct	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle prohibited	CITATION - WARNING
240931	5353	3/7/2024	RODRIGUEZ, JORGE GABRIEL	9432 SW 50 Ct	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle prohibited	CIVIL CITATION - WARNING
240928	5359	3/6/2024	SOKOLOWSKI, BRIAN K GOMEZ,NANCY R	5036 SW 91 TER	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	COMMERCIAL VEHICLE PROHIBITED	CIVIL CITATION
240927	5358	3/6/2024	GEORGE,ROBB Y KOSHY	4981 SW 92 Ter	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle prohibited	CIVIL CITATION
240926	5357	3/6/2024	4954-92 LLC	4954 SW 92 Ter	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Trailer prohibited	CIVIL CITATION
240924	5355	3/6/2024	RODRIGUEZ,D AVIAN	5273 SW 92 Ter	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Trailer prohibited	CIVIL CITATION
240923	5351	3/6/2024	MA,JIEHONG ZENG,JING CHENG	9412 SW 52 PI	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle prohibited	CIVIL CITATION - WARNING

240922	5299	3/6/2024	HIGH RENT INC	5121 SW 90 Ave	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicles prohibited	CITATION - WARNING
240921	5298	3/6/2024	5290 LLC	5290 SW 90 Way	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle prohibited	CIVIL CITATION - WARNING
240918	5295	3/6/2024	STEVENSON,M ICHAEL H/E STEVENSON,C ATHERINE M	5411 SW 94 Ave	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle prohibited	CIVIL CITATION- PAID
240917	5294	3/6/2024	CARLIN,DOLO RES LOUISE	9001 SW 54 PI	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Trailer prohibited	CIVIL CITATION - WARNING
240889	4650	3/6/2024	4954-92 LLC	4954 SW 92 Ter	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Trailer prohibited	CIVIL CITATION
240888	5266	3/6/2024	ORSINI,ERICA L & JOSHUA H/E ABBOTT,DIAN N R	4952 SW 92 Ter	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Trailer prohibited	CIVIL CITATION - WARNING
240871	5159	3/2/2024	ROSEBERRY,P ATRICK	5061 SW 88 TER	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial Vehicle	CIVIL CITATION

240870		3/2/2024				25-10 (a) Parking of commercial vehicles, rvs and boats		
240862	4922	3/1/2024	LAVANDEIRA, RICARDO & L H/E LAVANDEIRA, DANNY	10130 SW 50 CT	COOPER CITY, FL. 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	TRAILER NOT SCREENED FROM PUBLIC VIEW	CIVIL CITATION - WARNING CLOSED
240861	4921	3/1/2024	HUSSAIN,SAVI TRI	10225 SW 59 ST	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	TRAILER PARKED IN DRIVEWAY	CIVIL CITATION - WARNING CLOSED
240815	5291	2/28/2024	HERBERT,GRE GORY T & JENNIFER A	11307 SW 58 CT	COOPER CITY, FL 33330	25-10 (a) Parking of commercial vehicles, rvs and boats	COMMERCIAL VEHICLE PROHIBITED	CIVIL CITATION - WARNING
240812	5288	2/28/2024	ANDERSON,ST EPHEN L & CAROL A	11503 SW 53 PL	COOPER CITY, FL. 33330	25-10 (a) Parking of commercial vehicles, rvs and boats	COMMERCIAL VEHICLE PROHIBITED	CIVIL CITATION - WARNING
240811	5287	2/28/2024	PASCUCCI,NIC OLE LEIGH BALDWIN,TIM OTHY JAMES	5161 SW 117 WAY	COOPER CITY, FL. 33330	25-10 (a) Parking of commercial vehicles, rvs and boats	COMMERCIAL VEHICLE PROHIBITED	ACTIVE
240803	4645	2/28/2024	HECHAVARRIA ,ALVARO GARCIA RAMOS,GLEND A	5198 SW 94 Ave	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Trailer prohibited	CIVIL CITATION- PAID



240750		2/22/2024	CHABAD LUBAVITCH OF SOUTHWEST BROWARD INC	5960 SW 106 AVE	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	TRAILER ACTIVELY LOADING/UNL LOADING. NOT SCREENED FROM PUBLIC VIEW PROHIBITED	Courtesy Notice
240635		2/15/2024	RODRIGUEZ,O SBALDO M EBANKS,YANI QUE T	9497 SW 51 ST	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Jeep on jack stands prohibited	CLOSED
240634	5120	2/10/2024	BLANCO,ROGE R	9441 SW 52 ST	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle	CIVIL CITATION - WARNING
240632	5118	2/10/2024	LOPEZ RIVERA, ALEJANDRO JOSE	9416 SW 52 CT	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle	CIVIL CITATION - WARNING
240629	5115	2/10/2024	KUNES,SCOTT	5030 SW 94 TER	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, RVs and boats	Commercial vehicle	CIVIL CITATION- PAID
240625	5124	2/14/2024	SOKOLOWSKI, BRIAN K GOMEZ,NANCY R	5036 SW 91 Ter	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle prohibited	CIVIL CITATION

240624	5123	2/14/2024	PAWLICKI, JASON H/E PAWLICKI, MELISSA	5042 SW 91 Ter	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Trailer prohibited	CITATION - WARNING
240622	5121	2/14/2024	REICHENBACH ,LORRY A & WILLIAM	5018 SW 92 Ter	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Trailer on lawn	CIVIL CITATION - WARNING
240621	4917	2/13/2024	LEON,CARLOS J & DONNA S	5698 SW 103 AVE	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	BOAT TRAILER PARKED ON FRONT LAWN	CIVIL CITATION - WARNING CLOSED
240620	4915	2/13/2024	MURCHISON,C ATHERINE D LE WALKER,ADRI AN MEREDITH ETAL	5367 SW 120 AVE	COOPER CITY, FL 33330	25-10 (a) Parking of commercial vehicles, rvs and boats	RV/CAMPER PARKED IN DRIVEWAY PROHIBTED	CIVIL CITATION - WARNING CLOSED
240619	5283	2/10/2024	KOWALSKI,BE ATRIZ M	4808 SW 118 TER	COOPER CITY, FL 33330	25-10 (a) Parking of commercial vehicles, rvs and boats	NO COMMERCIAL VEHICLE / CAMPER GREATER THAN 36 HOURS	CIVIL CITATION - WARNING
240617	5281	2/10/2024	ANDUJAR,AID A LE ANDUJAR,JOS E R ETAL	5965 SW 113 AVE	COOPER CITY, FL 33330	25-10 (a) Parking of commercial vehicles, rvs and boats	NO PARKING OF COMMERCIAL VEHICLE	CIVIL CITATION - WARNING

240536	4913	2/8/2024	NG,JANET	10488 SW 53 ST	COOPER CITY, FL.33328	25-10 (a) Parking of commercial vehicles, rvs and boats	BOAT NO SCREENED MORE THAN 36 HOURS	CITATION - WARNING CLOSED
240525	4912	2/7/2024	IMBROGNO,RI CARDO A	11641 SW 52 ST	COOPER CITY, FL 33330	25-10 (a) Parking of commercial vehicles, rvs and boats	RV IN SWALE GREATER THAN 36 HOURS	CIVIL CITATION
240506	5251	2/6/2024	GEORGE,ROBB Y KOSHY	4981 SW 92 Ter	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle prohibited	CIVIL CITATION
240504	5253	2/6/2024	RODRIGUEZ,D AVIAN	5273 SW 92 Ter	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Trailer prohibited	CIVIL CITATION - WARNING
240501	5256	2/6/2024	LOPEZ RIVERA, ALEJANDRO JOSE	9416 SW 52 Ct	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle prohibited	CIVIL CITATION - WARNING
240500	5257	2/6/2024	SAVENKOV,SL AVI SAVENKOV,ST EFKA	9469 SW 53 St	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle covered with blue tarp prohibited.	CIVIL CITATION-PAID
240496	5261	2/6/2024	ALEG INC	9400 SW 51 St	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Trailer prohibited.	CIVIL CITATION - WARNING

240494	5263	2/6/2024	GONZALEZ, ID ANIA PAEZ, ANGEL	5051 SW 94 Ter	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Trailer prohibited.	CITATION
240485	5144	2/3/2024	KINGSBURY, BARBARA	5210 SW 90 AVE	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle	CIVIL CITATION-PAID
240388	5137	1/27/2024	COLORADO, VI CTORIA JESSICA BLANDON, KEVIN RAFAEL	5670 SW 99 LN	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle in front of residence	CIVIL CITATION - WARNING CLOSED
240367	5107	1/26/2024	HAZELTON-DEFREITAS, SILVANIA	5316 SW 116 TER	COOPER CITY, FL 33330	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle prohibited	CIVIL CITATION - WARNING
240364	5074	1/26/2024	BOGOTA, PEDRO ORLANDO VILLALOBOS, SONIA MARCELA LEON	10253 SW 49 MNR	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	NO PARKING/STORAGE OF TRAILER .	CIVIL CITATION - WARNING
240362	5072	1/26/2024	BERGERON, TIFFANY & ELLIS	10359 SW 50 CT	COOPER CITY, FL. 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	NO PARKING/STORAGE OF BOAT TRAILER GREATER THAN 36 HOURS	CIVIL CITATION - WARNING

240359	5176	1/26/2024	OSORNO,KIRSTEN A H/E OSORNO,TANUSKA A	9390 SW 54 PI	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle prohibited	CITATION - WARNING
240314	5179	1/25/2024	SIMMONS,BENJAMIN HARVEY III & SIMMONS,TERRI MICHELLE	5222 SW 91 Ave	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Trailer parked in swale	CIVIL CITATION-PAID
240280	5132	1/24/2024	PEREZ,FLORENCIO & ALBAR	4972 SW 95 AVE	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle in driveway	CIVIL CITATION - WARNING CLOSED
240278	5183	1/24/2024	LAPLANTE,COURTNEY PINO,NICHOLAS	5019 SW 91 Ave	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Boat/trailer parked on front lawn prohibited.	CIVIL CITATION
240275	5185	1/24/2024	VARELA,CHRISTIANE M & ULPIANO	5012 SW 92 Ave	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Trailer prohibited	CIVIL CITATION-PAID
240271	5111	1/24/2024	BAMFS GROUP 5231 LLC	5231 SW 90 Way	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle prohibited	CIVIL CITATION - WARNING
240269	5110	1/24/2024	BAMFS GROUP 5231 LLC	5231 SW 90 Way	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle prohibited	CIVIL CITATION-PAID

240266	4727	1/24/2024	RODRIGUEZ,F REDDY & ROSANA	11804 SW 48 ST	COOPER CITY, FL 33330	25-10 (a) Parking of commercial vehicles, rvs and boats	Commer vehicle prohibited	CITATION - WARNING
240265	5108	1/20/2024	MORETTI,MIC HAEL J & CAROLINE	11837 SW 55 ST	COOPER CITY, FL 33330	25-10 (a) Parking of commercial vehicles, rvs and boats	No parking / storing of trailer on lawn	CIVIL CITATION- PAID
240198	5098	1/17/2024	SMYTH,SHAW N T & CHRISTINE M	5006 SW 91 Ter	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Boat prohibited	CIVIL CITATION - WARNING
240121	5063	1/6/2024	RUDOLPH,JAY R & THERESA A	10172 SW 55 LN	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle	CIVIL CITATION - WARNING
240120	5061	1/6/2024	HUERTA,GERA LYN	5250 SW 101 TER	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle, previous warning	CIVIL CITATION
240117	5071	1/6/2024	AVIV,TAL	11936 SW 47 ST	COOPER CITY, FL 33330	25-10 (a) Parking of commercial vehicles, rvs and boats	COMMERCIAL VEHICLE PROHIBITED	CIVIL CITATION
240116	5070	1/9/2024	MATTER,JASO N & VIVIAN M	11965 SW 47 ST	COOPER CVITY, FL. 33330	25-10 (a) Parking of commercial vehicles, rvs and boats	CAMPER PARKED IN DRIVEWAY	CIVIL CITATION - WARNING CLOSED

240115	5069	1/6/2024	MCELHANEY,D AWN MARIE H/E MCELHANEY,C RAIG ALLEN	11683 SW 50 ST	COOPER CITY, FL. 33330	25-10 (a) Parking of commercial vehicles, rvs and boats	TRAILER SCREENED	CITATION - WARNING
240103	5052	12/23/2023	VARELA,CHRIS TIANE M & ULPIANO	5012 SW 92 Ave	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Trailer(s) x2 prohibited	CIVIL CITATION- PAID
240093	5080	1/6/2024	EMREKOVIC,LI SA THOMAS THOMAS,BARB ARA	5288 SW 92 Ter	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Trailer prohibited	CIVIL CITATION - WARNING
240071	4996	1/6/2024	ROSEBERRY,P ATRICK	5061 SW 88 TER	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle	CIVIL CITATION
240068	4993	1/6/2024	GOMEZ,LUISA	4961 SW 88 TER	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle	CIVIL CITATION - WARNING CLOSED
232958		12/15/2023	IZENMAN,MAR IA	4935 SW 89 AVE	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial Vehicle	CIVIL CITATION - WARNING
232955		12/14/2023	WOFFORD,TE RRY & JEANETTE M	9230 SW 53 St	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Boat not screened from public view	ACTIVE

232944	4970	12/10/2023	SHIREL INC	5259 SW 117 AVE	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	PARKING TRAILER PROHIBITED	CITATION-PAID
232940	4963	12/10/2023	ZYLA,JASON & KRISTINA	4911 SW 101 AVE	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	COMMERCIAL VEHICLE PROHIBITED	CIVIL CITATION-PAID
232939	4967	12/13/2023	MILLER,JEREMIAH	4902 SW 90 Ter	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle prohibited	CIVIL CITATION - WARNING
232938	4966	12/13/2023	YOUNG,STEPHEN C	9160 SW 49 St	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle prohibited	CIVIL CITATION - WARNING
232937	4965	12/13/2023	ANZALONE,FRANK ROBINEAU,MICHELLE	9401 SW 49 St	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle prohibited	CIVIL CITATION - WARNING
232912	4904	12/7/2023	GRAY,WILLIAM N & MARCIA CAROLE	10173 SW 49 PL	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Trailer parked in driveway prohibited	CIVIL CITATION - WARNING CLOSED
232864	4982	12/1/2023	ACHILLE,DIANAF & GEORGER	9449 SW 52 ST	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle	CLOSED



232834	4631	11/29/2023	LAPLANTE,CO URTNEY PINO,NICHOL AS	5019 SW 91 Ave	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Boat in driveway (no tires on trailer)	CITATION- PAID
232818	4903	11/28/2023	IVANEZ,MONI CA FABIANA H/E SETT,EDUARD O EMANUEL H/E ETAL	10351 SW 50 CT	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Trailer not screened from public view	CIVIL CITATION - WARNING
232816		11/28/2023	ELLETT,WILLI AM P JR & ELLETT,CHERY L L	4903 SW 90 Ave	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Boat not screened from public view prohibited	ACTIVE
232810	4850	11/28/2023	ORTEGA,BRAN DIES	5048 SW 92 Ter	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	RVs exceeds 36 hours	CIVIL CITATION - WARNING
232791	4960	11/15/2023	541 S 29 AVE LLC	5013 SW 89 AVE	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle	CIVIL CITATION - WARNING
232782	4952	11/15/2023	DELIMA,MICH A C	8961 SW 52 PL	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle	CIVIL CITATION - WARNING

232771	4978	11/8/2023	SAVENKOV,SL AVI SAVENKOV,ST EFKA	9469 SW 53 ST	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle. previous citations	CITATION- PAID
232754	4976	11/8/2023	CARMONA,JUA N H/E CARMONA,KAR EN	9444 SW 52 CT	COOPER CITY, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle in driveway	CIVIL CITATION- PAID
232744	5001	11/5/2023	KINGSBURY,B ARBARA	5210 SW 90 Ave	Cooper City, FL 33328	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle prohibited	CIVIL CITATION- PAID
232719	4700	11/2/2023	AVIV,TAL	11936 SW 47 ST	COOPER CITY, FL 33330	25-10 (a) Parking of commercial vehicles, rvs and boats	Commercial vehicle prohibited	CIVIL CITATION
233072	4906	12/28/2023	BETT,SHEREE R	5520 SW 115 AVE	COOPER CITY, FL 33330	25-10 (a)(8) Parking of commercial vehicles, RV's and boats	Tarp covering vehicle prohibited	CIVIL CITATION - WARNING
240077		1/8/2024	Marathon	10295 Stirling Rd	Cooper City Fl 33328	25-10 (b)	Commercial semi vehicle hauler stored in rear	CLOSED

232972	4581	12/19/2023	Bronxville Properties LLC ETAL %Montauket Mgmt, LLC Greg Holcomb	10001 Sheridan St	Cooper City, FL 33024	25-10 (b)	Commercial vehicle parked at location no active local business tax receipt at location location vacant	CITATION - WARNING
232780		11/14/2023	FLOORING EXPRESS	9576 GRIFFIN RD	Cooper City FL 33328	25-10 (b)	COMMERCIAL VEHICLE PARKED IN FRONT	CLOSED
232842		11/29/2023	Marathon	10295 Stirling Rd	Cooper City FL 33328	25-10(b)	Commercial trailer parked in front of business no active LBTR at location	CLOSED
241405		4/18/2024	GONZALEZ,AL FREDO A & ANNETTE	5524 SW 115 AVE	COOPER CITY, FL. 33330	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	RV parked in front of residence, 36 hr rule in effect	ACTIVE
241270		4/11/2024	AGATE,FRANK C	5160 SW 89 TER	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Boat parked in front of residence, longer than 36 hrs	ACTIVE

241248		4/9/2024	SCHNEIDER, AARON SIERRA, MAGGIE PADILLA	10420 SW 51 ST	COOPER CITY, FL. 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Boat parked front of residence, 36 hr rule in effect	
241230		4/5/2024	BARR,IRMA	10408 SW 49 PL	COOPER CITY, FL. 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Boat parked in front of residence, 36 hr rule in effect	CLOSED
241212		4/4/2024	BYWALEC,LIN DA & JAMES JAMES R BYWALEC REV LIV TR	5121 SW 101 AVE	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	RV parked in front of residence, 36 hr rule in effect	CLOSED
241204	5384	4/5/2024	REMEK,DIANE REMEK,ROGER SR	5320 SW 88 TER	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Trailer parked at residence not being loaded/unload ed	CLOSED
241080	5380	3/20/2024	THOMAS,MAT THEW P THOMAS,AND REA M	9412 SW 53 ST	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Trailer parked at residence not being loaded/unload ed	CIVIL CITATION
241042		3/15/2024	GARRETT,FRE D R & BRENDA S	11643 SW 51 CT	COOPER CITY, FL 33330	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	RV parked in front of residence, 36 hr rule in effect	ACTIVE

240992	4927	3/12/2024	LAMAS,JOSE ANTONIO H/E LAMAS,MELIN DA KIP	10401 SW 50 PL	COOPER CITY, FL. 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Boat par front of residence > 36 hr	CITATION - WARNING CLOSED
240951		3/7/2024	PRIETO,LIANE T SABATES,FELI X A	8953 SW 52 CT	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	RV parked in front of residence, 36 hr rule in effect	CLOSED
240936		3/7/2024	LAMAS,JOSE ANTONIO H/E LAMAS,MELIN DA KIP	10401 SW 50 PL	COOPER CITY, FL. 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Boat parked in front of residence, 36 hr rule in effect	CLOSED
240913	5162	3/3/2024	NOGUERA,ISI DRO & RISEL B	5312 SW 86 AVE	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Trailer parked at residence not being loaded/unload ed	CIVIL CITATION - WARNING CLOSED
240912		3/3/2024	WELLS,BRYAN H H/E LITTLETON,SU SAN N	8667 SW 50 ST	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Trailer parked at residence not being loaded/unload ed	CIVIL CITATION - WARNING CLOSED
240911	5164	3/3/2024	GANZ,MARSHA	5056 SW 87 TER	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Trailer parked at residence not being loaded/unload ed	CIVIL CITATION - WARNING CLOSED

240900	5170	3/3/2024	MEMARI,ALI & BEHNOUSH	10302 SW 50 ST	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Trailer parked at residence not being loaded/unloaded	CITATION - WARNING CLOSED
240872	5171	3/3/2024	UNITED MYM LLC	5130 SW 101 TER	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Trailer parked at residence not being loaded/unloaded	CIVIL CITATION
240816	5292	2/28/2024	NG,JANET	10488 SW 53 ST	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	RV parked in front of residence, 36 hr rule in effect	CIVIL CITATION - WARNING
240813	5289	2/28/2024	BOGUMILL,GARY L & ELENA LE BOGUMILL,MICHAEL WILLIAM ETAL	11633 SW 58 ST	COOPER CITY, FL.33330	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	RV parked in front of residence, 36 hr rule in effect	CIVIL CITATION - WARNING
240809	5285	2/28/2024	CARR,VINCENT D	11907 SW 48 CT	COOPER CITY, FL 33330	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	RV parked in front of residence, 36 hr rule in effect	CIVIL CITATION - WARNING
240794	5155	2/24/2024	HECHAVARRIA,ALVARO GARCIA RAMOS,GLEND A	5198 SW 94 AVE	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Trailer parked at residence not being loaded/unloaded	CIVIL CITATION - WARNING CLOSED

240721	5152	2/21/2024	SEGARRA, CELI A M VASQUEZ, TULIO A	9468 SW 51 CT	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Boat parked front of residence longer than 36 hrs	CITATION - WARNING
240659		2/15/2024	SEGARRA, CELI A M VASQUEZ, TULIO A	9468 SW 51 CT	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Boat parked in front of residence, 36 hr rule in effect	CLOSED
240633	5119	2/10/2024	PORTER, ROBERT L & BARBARA J	9424 SW 52 CT	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Boat parked in front of residence longer than 36 hrs	CIVIL CITATION - WARNING
240631	5117	2/10/2024	MEMARI, ALI	9408 SW 52 CT	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Boat parked in front of residence, longer than 36 hrs	CIVIL CITATION - WARNING
240483	5146	2/3/2024	KUHLMAN, DAVID F & ELIZABETH	11615 SW 50 CT	COOPER CITY, FL 33330	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Trailer parked at residence not being loaded/unloaded	CIVIL CITATION - WARNING CLOSED
240390	5135	1/27/2024	9807 LAND TR E COAST PROP LIQUIDTN CORP TRS	9807 SW 57 ST	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	RV parked in front of residence more than 36 hrs	CIVIL CITATION - WARNING CLOSED

240347	5133	1/25/2024	BLANCO,ARMANDO	9462 SW 52 ST	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Trailer parked at residence not being loaded/unloaded	CITATION-PAID
240303	5106	1/20/2024	KNIGHT,KAMI H/E KNIGHT,KESTER ET AL	9310 SW 49 ST	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Trailer parked at residence not being loaded/unloaded	CIVIL CITATION - WARNING
240296	5102	1/20/2024	CAPOTA,ANNA LE CAPOTA,IOAN & BURSUC,MARTA	4976 SW 95 AVE	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Trailer parked at residence not being loaded/unloaded	CIVIL CITATION - WARNING
240200	5130	1/17/2024	AVILA,JUAN CARLOS & JUDITH	4996 SW 94 TER	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	RV parked in front of residence, 36 hr rule in effect	CIVIL CITATION - WARNING CLOSED
240194	5128	1/13/2024	GEETING,DONALD W	5132 SW 93 AVE	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Trailer parked at residence not being loaded/unloaded	CIVIL CITATION-PAID
240073		1/6/2024	THOMAS,MATTHEW P & ANDREA M	5012 SW 87 AVE	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Boat parked in front of residence, 36 hr rule in effect	CLOSED



240069		1/6/2024	DEYOUNG,GERALD & KIMBERLY	5012 SW 89 AVE	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Trailer parked at residence not being loaded/unloaded	
233057		12/28/2023	PRIETO,LIANE T SABATES,FELIX A	8953 SW 52 CT	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	RV parked in front of residence, 36 hr rule in effect	ACTIVE
233055		12/28/2023	KENNETH & CA DASILVA REV LIV TR DASILVA,KENNETH & CHERYL TRSTEEFS	9476 SW 53 ST	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Boat parked in front of residence, 36 hr rule in effect	ACTIVE
233022	4985	12/20/2023	WIECHMANN,JAN	5011 SW 94 AVE	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Boat parked in front of residence, 36 hr rule in effect	CLOSED
233018		12/20/2023	WARBOYS,THOMAS A & WARBOYS,SUSAN J	9438 SW 52 ST	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	RV parked in front of residence, 36 hr rule in effect	CLOSED
233017	4986	12/20/2023	THOMAS,MATTHEW P & ANDREA M	5012 SW 87 AVE	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Boat parked in front of residence, 36 hr rule in effect	CIVIL CITATION - WARNING CLOSED

232942	4968	12/10/2023	KOWALSKI,BEATRIZ M	4808 SW 118 TER	COOPER CITY, FL 33330	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	RV parked in front of residence, 36 hr rule in effect	CITATION - WARNING
232929		12/13/2023	MATTER,JASON & VIVIAN M	11965 SW 47 ST	COOPER CITY, FL 33330	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	RV parked in front of residence, 36 hr rule in effect	ACTIVE
232913		12/6/2023	CARGILL,ROBERT R & CARGILL,BARBARA	10431 SW 50 ST	COOPER CITY, FL.33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Boat parked in front of residence, 36 hr rule in effect	CLOSED
232831		11/29/2023	PEDRAZA,NANCY & GUILLERMO	8880 SW 49 ST	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	RV parked in front of residence, 36 hr rule in effect	CLOSED
232825		11/28/2023	CARGILL,ROBERT R & CARGILL,BARBARA	10431 SW 50 ST	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Boat parked in front of residence, 36 hr rule in effect	ACTIVE
232821		11/28/2023	GATTORNO,FERNANDO & YANET	5627 SW 100 AVE	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	RV parked in front of residence, 36 hr rule in effect	ACTIVE

232805		11/14/2023	WALKER, JULIE ANN CALABRO, JOSEPH	4806 SW 120 AVE	COOPER CITY, FL 33330	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	RV parked in front of residence, 36 hr rule in effect	Courtesy Notice
232801		11/2/2023	KIRCHHEINER, MARK L & KIMBERLY A	11751 SW 52 CT	COOPER CITY, FL 33330	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Boat parked in front of residence, 36 hr rule in effect	CLOSED
232800		11/2/2023	MATTER, JASON & VIVIAN M	11965 SW 47 ST	COOPER CITY, FL 33330	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	RV parked in front of residence, 36 hr rule in effect	CLOSED after Courtesy Notice
232797		11/2/2023	YNTEMA, JAMES T & SUSAN	4811 SW 120 AVE	COOPER CITY, FL 33330	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	RV parked in front of residence, 36 hr rule in effect	CLOSED
232784	4954	11/15/2023	HERRERA, JESUS & ANGELICA M	5218 SW 89 TER	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Trailer parked at residence not being loaded/unloaded	CIVIL CITATION - WARNING
232783	4953	11/15/2023	JONES, GWEN DOLYN JANE GWENDOLYN JANE JONES REV LIV TR	8959 SW 52 PL	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Trailer parked at residence not being loaded/unloaded	CIVIL CITATION - WARNING

232753		11/8/2023	THOMAS,MAT THEW P THOMAS,AND REA M	5012 SW 87 AVE	COOPER CITY, FL 33328	25-10. – PARKING OF COMMERCIAL VEHICLES, RVs AND BOATS	Two bo parked in front of residence, 36 hr rule in effect	



**CITY OF COOPER CITY  
CITY COMMISSION**

**BOAT/RV/COMMERCIAL VEHICLES WORKSHOP MINUTES  
March 30, 2021 at 5:00 PM**

**Pledge of Allegiance**

Commissioner Green opened the meeting at 5:00 PM and led the assembly in the Pledge of Allegiance.

**Roll Call**

Present were Commissioners Shrouder (arrived late), Meltzer, Pulcini, and Green. Mayor Ross was absent. Mayor Ross was in Tallahassee advocating on behalf of the City of Cooper City.

**Public Comments** (four minutes each)

David Thackston, 11575 SW 571 Ct, spoke on his concerns with removing covers and heights.

Paul Briggs, spoke on issues with covering RV and trailers including black mold.

Kenneth Asbury, 5818 SW 90 Ave, spoke on his concerns with City rules and regulations.

**Discussion on Parking of Commercial Vehicles, RV's and Boats**

Commissioner Shrouder spoke on the Commissions intentions of making the code less restrictive.

City Attorney Horowitz advised the Code 17-23 speaks to vehicle covers. The code does currently provide for a vehicle cover.

Community Development Director Carlos Vega and Assistant Director Jason Chockley gave background on the potential code changes. BSO Code Enforcement proposed six code changes that were brought forth to the Planning and Zoning Board and the Commission:

- The first recommended code change is Chapter 25-10, to establish that any type of trailer would need to meet the guidelines of this chapter in regards to storing or keeping said trailer for any period of time in the public street, public right-of way or privately owned property in residentially zoned districts.
- The second recommended code change is Chapter 25-10(a)1c, to increase the allowed boat, RV height and commercial vehicle height from the current 10ft height requirement to a total height of 15ft.

- The third proposed change is to change Chapter 25-10(a)1c, to eliminate required covers for boats/RVs.
- The fourth proposed change is to change required annual registration for boat/RV inspections to only an initial registration.
- The fifth proposed change to Chapter 25-10, add the on the classification verbiage to meet the current Department of Motor Vehicle classification and that commercial vehicles behind the 6ft privacy fences must not have any visible commercial signage above the fence and to limit the overall height of commercial vehicles to 10ft.
- The sixth proposed change is to eliminate the outdated variance fee in Chapter 25-10(c)1.

### **Commission Discussion**

After discussion, the Commission gave consensus to approve the proposed change to “Trailer” language in Chapter 25-10. This Code change is to establish that any type of trailer would need to meet the guidelines of this chapter in regards to storing or keeping said trailer for any period of time in the public street, public right-of way or privately owned property in residentially zoned districts.

Commissioner Meltzer believes 12 feet is sufficient for vehicle heights. This could potentially open free spots in the storage lots.

Commissioner Pulcini recommends a maximum of 13 feet.

Commissioner Shrouder agrees with 12 feet.

Commissioner Meltzer said 12 feet all-inclusive including additions.

Sergeant Mosca advised the 13 foot height would be sufficient.

The Commission gave consensus to increase height to 13 feet for Boats and RVs only.

Commissioner Shrouder asked if there is a way to create language that would require covers for certain vehicles that are molded or in disrepair.

Commissioner Green state that there is a need to clarify the code if required covers are removed and expectations are to maintain boats and RV’s without covers.

The Commission gave consensus to eliminate the cover requirement but to include language on keeping boats and RVs clear of dirt, debris and mold.

Assistant Director Chockley spoke on the background behind annual registrations.

Commissioner Pulcini sides with the Planning and Zoning Board recommendation.

Discussion ensued on registrations.

The Commission gave consensus to keep in place an initial registration and make sure the code has the right to inspect annually.

Community Development Director Vega spoke on classifications of vehicles.

Commissioner Shrouder asked the cap on commercial vehicle heights. He also does not want commercial markings visible above the 6-foot limit.

The Commission gave consensus to add verbiage to meet the current Department of Motor Vehicles classification, that commercial vehicles behind the 6ft privacy fences must not have any visible commercial signage above the fence, and to limit the overall height of commercial vehicles to 10ft.

Assistant Director Chockley spoke on outdated language concerning the variance fee schedule.

The Commission gave consensus to eliminate the outdated variance fee.

Commissioner Pulcini would like to allow more time than 24 hours for boats to be present in front of homes.

Commissioner Shrouder advised if issues arise from these changes, the code could be revisited.

**Public Comments** (two minutes each)

Eric Delotta, 9488 SW 50 Ct, spoke on not being able to store boats and campers at residents' home. -

Commissioner Shrouder would like to change the code to allow for storage of RVs and boats for 36 hours in front of homes. If a violation occurs, Code Enforcement will cite the property and the property owner will have 12 hours to fix the violation.

Osvaldo Rodriguez, 9597 SW 51 St, spoke on the height limit for boats.

Discussion ensued on height limit requirements.

Brett Rosenberg, 5200 SW 90 Ave, spoke on concerns with enforcing the code.

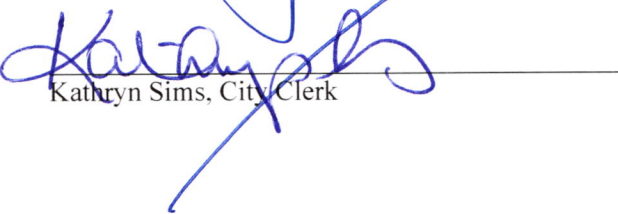
James Curran, believes registration is a key factor, educating the public is important.

**Adjournment**

The meeting adjourned at 6:53 PM.

The minutes of the City Commission Workshop Meeting of March 30, 2021 were approved during the Regular City Commission Meeting of May 11, 2021.

  
\_\_\_\_\_  
Greg Ross, Mayor

  
\_\_\_\_\_  
Kathryn Sims, City Clerk

WEBVTT

1

00:00:31.110 --> 00:00:45.930

Cooper City Hall: alrighty good evening good afternoon it's a it's 5pm and consistent with the Mayor Ross and what he likes to do in terms of being on time for the meeting i'm going to start the meeting and ask everyone to stand for the pledge of allegiance.

2

00:00:51.360 --> 00:00:59.520

Cooper City Hall: States of America and to the Republic for which it stands one nation under God indivisible with liberty and justice.

3

00:01:03.300 --> 00:01:05.850

Cooper City Hall: They have roll palm is a Madam city clerk.

4

00:01:07.050 --> 00:01:08.010

Cooper City Hall: Commissioner shouter.

5

00:01:09.120 --> 00:01:27.120

Cooper City Hall: Commissioner Meltzer your Commissioner puccini Commissioner green here mayor Ross is option and just for the the public's awareness mayor ross's in tallahassee advocating, on behalf of Cooper city, and we do appreciate him taking the time to be up there.

6

00:01:28.320 --> 00:01:36.510

Cooper City Hall: Yesterday and today and understand that Commissioners router is running a few minutes behind so he will be here to join us.



7

00:01:37.800 --> 00:01:41.760

Cooper City Hall: In a few moments, so we have public comments and I know that.

8

00:01:42.780 --> 00:01:54.420

Cooper City Hall: We have two individuals that have signed up this evening for public comments and if the Commission would allow one of the individuals, Mr David thaxton.

9

00:01:55.650 --> 00:02:06.030

Cooper City Hall: would like to combine his time, so he has a four minutes now during the public comments and then he has an additional two.

10

00:02:07.320 --> 00:02:15.450

Cooper City Hall: At the end, but he would like to combine that time that time now, so if the Commission is okay with that i'd like for him to do that.

11

00:02:16.830 --> 00:02:18.480

Cooper City Hall: All right, Mr X, then.

12

00:02:27.420 --> 00:02:34.110

Cooper City Hall: I have been in meetings before speaking before you start to meet the time if you could i'd like to give a little shout outs for all people.

13

00:02:34.620 --> 00:02:44.730

Cooper City Hall: As I could to thank them for all the work that they've done to help me prepare for this meeting, my background is that i've been involved with this, for more than 10 years I have a boat.

14

00:02:45.120 --> 00:02:50.880

Cooper City Hall: And I have an rv so i've been looking at the code for years and five years old, excuse me, Mr Texan.

15

00:02:51.750 --> 00:02:56.130

Cooper City Hall: I think i'd like to if you're going i'd like for us to start on time you're like.

16

00:02:56.430 --> 00:03:02.730

Cooper City Hall: Okay, thank you doctor, thank you, thank you, so I want to thank everyone who's involved with this, I want to thank the Commission for taking focus.

17

00:03:03.000 --> 00:03:16.170

Cooper City Hall: On the efforts to bring us back to the table to talk about Code into dress that I want to thank the the new recently appointed supervisor sergeant here has been very helpful me better understand.

18

00:03:16.860 --> 00:03:25.200

Cooper City Hall: Things regarding the code i'm going to thank Kerry to help me understand the city's involvement and I especially want to thank Joe here.

19

00:03:25.680 --> 00:03:32.730

Cooper City Hall: for getting me the kind of information I needed and I need to speak into the microphone a little bit better, thank you, thank you, Sir, I said I was nervous.

20

00:03:33.960 --> 00:03:34.260

Cooper City Hall: Okay.

21

00:03:36.150 --> 00:03:37.620

Cooper City Hall: So I guess i'm starting here.

22

00:03:39.240 --> 00:03:58.860

Cooper City Hall: Clearly, the the three the two biggest concerns we have are on tonight's subject is on this on the agenda is covers and the height limit setting those two criteria, so I want to speak to those two items and, if I have time to go over more information.

23

00:04:00.360 --> 00:04:10.230

Cooper City Hall: Okay, the cover itself if you're if you are considering eliminating covers, which I believe some people would like that, please consider the following.

24

00:04:10.980 --> 00:04:20.490

Cooper City Hall: Some space without putting covers on these these different vehicles someplace special becomes an ordinary city and everything goes.

25

00:04:21.120 --> 00:04:30.150

Cooper City Hall: And that's what we will see over time anyone driving in our in here it's looking at are these boats need to be painted and clean they're going to see some bad stuff.

26

00:04:31.170 --> 00:04:39.750

Cooper City Hall: Some non Hoa areas, and I want to emphasize this doesn't apply to a lot of hulu because they already have criteria set.

27

00:04:40.950 --> 00:04:55.260

Cooper City Hall: We are ending up we're looking more like David if we get rid of these covers or sunrise nothing wrong with them, but I have friends there and I traveled through there we know what what lies there and without covers that's where we're headed.

28

00:04:56.970 --> 00:05:08.460

Cooper City Hall: And everything above the fence will be within public view we have privacy fences to keep our stuff underneath hidden privacy, but this criteria that we're setting up.

29

00:05:09.420 --> 00:05:16.770

Cooper City Hall: puts all these vehicles out there for the public see and we're not going to like what you're going to see if you take off the covers.

30

00:05:18.690 --> 00:05:33.960

Cooper City Hall: And I want to also go on to say that our movies, have been used as temporary quarters I seen that in Cooper city and i've seen it with my friends house and sunrise without covers people could easily and will use these as extended living quarters.

31

00:05:35.610 --> 00:05:44.820

Cooper City Hall: We have seen boats in our movies in the stores lots everyone's been into stores lots we've seen the kind of mold and that's what we're going to have in next door to you.

32

00:05:45.540 --> 00:05:55.380

Cooper City Hall: If these things aren't covered, and I know you can say that you know code will go out and clean these things up well, we have homes in Cooper city that don't that still have.

33

00:05:56.400 --> 00:06:06.540

Cooper City Hall: mold and they have problems, what makes us think that those boats are going to be in any better shape we're going to have the same and it's going to duplicate.

34

00:06:07.470 --> 00:06:16.740

Cooper City Hall: CES work because you don't have to just monitor the houses you're going to need to monitor the trailers that are not covered boats and commercial vehicles.

35

00:06:18.690 --> 00:06:26.310

Cooper City Hall: Also code really there's two things with a with a cover it's either missing or damaged we have.

36

00:06:27.180 --> 00:06:43.890

Cooper City Hall: But if you start taking them off now you have black mold faded stickers paint torn canvases on boats rv awnings text and graphics on trailers and trucks and it would make an impossible to really manage those.

37

00:06:46.590 --> 00:06:53.610

Cooper City Hall: So you know, I have some thoughts i've heard things like covers you too hard to put on covers costs too much.

38

00:06:54.780 --> 00:07:02.730

Cooper City Hall: covers damage harvey's covers are not effect not cost effective and there's no timeline for the call recover to be off for maintenance and other prep.

39

00:07:03.270 --> 00:07:15.690

Cooper City Hall: Well, I don't have time to talk about it, but I can talk to that if someone would like so getting to the height limit the height limit is is something that.

40

00:07:16.950 --> 00:07:24.930

Cooper City Hall: we've struggled with here code enforcement came to P and P Z meeting that can 2019 wanting to go to.

41

00:07:27.180 --> 00:07:40.140

Cooper City Hall: 15 feet and i'd like to request someone from code enforcement to speak to the reason why code enforcement wants to remove the cover just so we have a full understanding of what's what where that's coming from.

42

00:07:40.800 --> 00:07:47.220

Cooper City Hall: Because I hear also other people, you know don't want to go to 11 feet or 12 foot so i'm here to support.

43

00:07:48.750 --> 00:07:53.910

Cooper City Hall: A total limit if the work is shopping in Crete and tends to increase the the.

44

00:07:54.540 --> 00:08:02.460

Cooper City Hall: height limit for boats and harvey's please consider the total height limit 3013 feet and here's, the most important thing about that.

45

00:08:03.060 --> 00:08:14.190

Cooper City Hall: We currently have travel trailers out there, we have travel trailers all over the say slots those travel trailers, some of them can be as man says 13 feet.

46

00:08:14.850 --> 00:08:25.800

Cooper City Hall: And, by allowing 13 feet you take some SEC subjectivity if you go with 11 and 12 the see officer has to go out there and measure these if you go to.

47

00:08:26.370 --> 00:08:46.680

Cooper City Hall: You can say hey that's a travel trailer by definition and it's defined in the code and you don't even have to go on the property, you can basically approve it, without going on the property, so there has there's and once again all travel trailers could be accepted and in for storage.

48

00:08:47.730 --> 00:08:50.790

Cooper City Hall: I see a 46 minutes here 46 seconds.

49

00:08:52.530 --> 00:09:04.800

Cooper City Hall: So, once again I didn't want to just say that i'd like to be available for conversation if, during the meeting here and I have some experience with arby's.

50

00:09:05.220 --> 00:09:16.410

Cooper City Hall: I know boats are very variable as far as height they get on both trailers and you don't know how high they are but currently we have both of those health in the area and.

51

00:09:17.340 --> 00:09:34.080

Cooper City Hall: committed to Commissioner or in this case a pseudo mayor green what I requested was to have to four minutes sessions, just to clarify that but I press this through, but I still like to speak further but count me down three seconds any questions before I leave the podium.

52

00:09:36.330 --> 00:09:39.180

Cooper City Hall: Unless my colleagues have any questions, Mr text and.

53

00:09:40.470 --> 00:09:42.000

Cooper City Hall: Thank you very much we appreciate it.

54

00:09:43.920 --> 00:09:54.120

Cooper City Hall: Madam city clerk, are there any other folks that are on on a zoom call or on the telephone that would like to speak and make any public comments.

55

00:09:55.410 --> 00:10:03.180

Cooper City Hall: No, Sir, is there anybody in the audience that hasn't signed up that would like to like to speak on this particular item.

56

00:10:04.710 --> 00:10:10.680



Cooper City Hall: Please come up and make sure that you are state your name and and for the records, if you will make sure that you fill out one of the.

57

00:10:11.610 --> 00:10:23.610

Cooper City Hall: speaker request forms will do that Thank you, Sir, my name is Paul bricks and y'all know me y'all see me here Howard, how are you doing Ryan, and Mr green.

58

00:10:24.480 --> 00:10:38.790

Cooper City Hall: And Max where's Max that there's Max how you doing so I spoke to all these gentlemen and thank you for letting me come to your office I know Howard, I was a little How was the first one to see you you're the first one, I saw and you saw the.

59

00:10:40.200 --> 00:10:48.090

Cooper City Hall: I was pretty passionate and that's what you're getting out of me i'm not an angry person that's not really my nature, but this.

60

00:10:49.740 --> 00:10:57.330

Cooper City Hall: English respect respect to this gentleman over here is spoke, I agree with one thing he says about the height, the rest of it.

61

00:10:58.560 --> 00:11:06.540

Cooper City Hall: comes in knowledge, my background is i'm a public adjuster don't hold it against me i'm a good one i'm active only.

62

00:11:07.470 --> 00:11:25.740

Cooper City Hall: When I know it's worth doing that for someone that cannot help themselves that's what I do and for the public, so otherwise, otherwise I don't touch it the my background, has always been in water for some reason this made me think of that.

63

00:11:27.720 --> 00:11:31.530

Cooper City Hall: Having to come here and deal with this rv problem with the covers.

64

00:11:33.810 --> 00:11:36.570

Cooper City Hall: From pool business to be in a fisherman.

65

00:11:38.190 --> 00:11:40.710

Cooper City Hall: I know what water does and being a public adjuster.

66

00:11:42.300 --> 00:11:49.830

Cooper City Hall: deal with people water damage all the time and more black mold black mold he mentioned black mold which name, sir.

67

00:11:52.200 --> 00:11:53.130

Cooper City Hall: hey David Thank you.

68

00:11:55.890 --> 00:12:02.340

Cooper City Hall: Alright, so so David you sound like a very intelligent person.

69

00:12:03.870 --> 00:12:13.020

Cooper City Hall: intelligence is goes as far as experience you can be very intelligent person and i'm not saying you're not experienced, I think you, you know but.

70

00:12:16.320 --> 00:12:24.030

Cooper City Hall: Okay, so sorry i'm not trying to threaten you in any way i'm just we're talking we're discussing things right now so.

71

00:12:27.510 --> 00:12:39.870

Cooper City Hall: When you put a cover over top of a rv what happens is it holds in moisture which is humidity in Florida why you know I understand the.

72

00:12:40.800 --> 00:12:52.110

Cooper City Hall: The looks of a trailer and how it can be i've got it on my phone I can show you a trailer with a cover on it, and my trailer and you will, and you cannot say to me that.

73

00:12:53.130 --> 00:13:06.150

Cooper City Hall: That my trailer looks worse than this other trailer now some people just don't know trailers and they don't like trailers or some people don't take care of their trailers, but when you put a cover on a trailer.

74

00:13:07.200 --> 00:13:17.520

Cooper City Hall: It holds humidity and it doesn't take long down here in South Florida, if you put a cover over your House and walk away from it from months and i've been in the business for 30 years.

75

00:13:18.120 --> 00:13:23.730

Cooper City Hall: watching this because I did the put backs on how people that went up North left their air conditioning off.

76

00:13:24.900 --> 00:13:27.930

Cooper City Hall: And came back, and it was it growing up the walls.

77

00:13:28.950 --> 00:13:37.170

Cooper City Hall: insurance company had ripped up all the drywall out of the House completely, and this was a bad thing, can you, you know if you put a cover over your House.

78

00:13:38.400 --> 00:13:46.470

Cooper City Hall: and walk away for that no AC you're not going to have a home when you come back you're not going to be able to live in it, because the black mold i've had black mold poisoning twice.

79

00:13:47.400 --> 00:13:58.320

Cooper City Hall: took me a year to get rid of it twice they don't even know what how to get rid of it medically I did seven months eight months of oregano oil.

80

00:13:59.370 --> 00:14:00.330

Cooper City Hall: concentrated.

81

00:14:01.410 --> 00:14:06.480

Cooper City Hall: To get rid of the black mold poisoning from working in the industry pulling out cabinets.

82

00:14:07.560 --> 00:14:08.010

Cooper City Hall: and

83

00:14:09.390 --> 00:14:14.190

Cooper City Hall: Again i'm going to ask a question does anybody here know how to get rid of black mold.

84

00:14:17.400 --> 00:14:20.070

Cooper City Hall: Can anybody tell me how to get rid of black mold.

85

00:14:22.140 --> 00:14:24.180

Cooper City Hall: what's, the first thing you do to get rid of black mold.

86

00:14:25.680 --> 00:14:26.040

Cooper City Hall: device will.

87

00:14:27.540 --> 00:14:28.230

Cooper City Hall: Put it out.

88

00:14:29.490 --> 00:14:35.520

Cooper City Hall: yeah that's, the first thing you do other than that, how do you get rid of the rest of it time.

89

00:14:37.680 --> 00:14:38.220

Cooper City Hall: Time.

90

00:14:39.540 --> 00:14:43.860

Cooper City Hall: Thank you, Mr briggs it was four minutes Okay, thank you, thank you appreciate it.

91

00:14:45.330 --> 00:14:45.750

Cooper City Hall: Are there.

92

00:14:47.670 --> 00:14:58.110

Cooper City Hall: No, Sir, not at this time, I want to make sure, do we have any additional folks that are here in the public that would like to speak on this on this subject.

93

00:14:59.430 --> 00:15:06.690

Cooper City Hall: Please come to the front and please make sure that you fill out one of the roofless speaker request form, so that we can have a matter of record for it.

94

00:15:07.200 --> 00:15:19.470

Cooper City Hall: And please state your name and your address, thank my name is Kenneth asbury I live at 5018 Southwest 98th avenue, it seems to me that you're wasting a lot of taxpayers money up you're doing a bunch of crap.

95

00:15:21.030 --> 00:15:29.130

Cooper City Hall: And that just being honestly Okay, what I have on my property is my problem i'll address it i'll take care of.

96

00:15:29.850 --> 00:15:42.810

Cooper City Hall: You have rules and effect now you don't even take care of you've got roads that are poor up that needs to be repaired you don't do anything about it now you're trying to force people to put.

97

00:15:44.130 --> 00:15:50.940

Cooper City Hall: covers over the arby's their boats and stuff that's ridiculous come on that's nitpicking.

98

00:15:52.800 --> 00:15:55.140

Cooper City Hall: If you have a problem you go address it.

99

00:15:56.370 --> 00:16:18.630

Cooper City Hall: But the setup here and tell people, they have to do it, you tried it back in 2006 when you said no boats over so so high, could be in your taxes for a illegal license to park it at our House and he found out it's illegal you had to give them money back you're doing the same crap again.

100

00:16:20.970 --> 00:16:30.750

Cooper City Hall: When is enough enough you work for us, we pay all your salaries Okay, you need to start realizing that.

101

00:16:32.610 --> 00:16:41.940

Cooper City Hall: Okay, I do a lot of good around here i'm a shriner I take care of kids I transport them to the hospital over in Tampa I do it because it's my passion.

102

00:16:43.050 --> 00:16:53.250

Cooper City Hall: Okay, I don't want no thanks for I do it because it's my passion, you need to start realizing that you work for us, we pay all your salaries.

103

00:16:53.910 --> 00:17:08.490

Cooper City Hall: The police all the city workers and everything you need to start doing your jobs right instead of causing us a bunch of headaches and hassles telling us what we can and what we can't do we got to have a cover on our rv.

104

00:17:09.540 --> 00:17:17.490

Cooper City Hall: I just purchased a brand new rv over \$30,000 you think i'm going to put a cover on it to screw it up.

105

00:17:19.260 --> 00:17:27.030

Cooper City Hall: it's got grain spout on all four corners, I cannot put a cover on it it'll rip every time I do if you want to.

106

00:17:27.780 --> 00:17:45.360



Cooper City Hall: reimburse me for putting the cover on there that it's going to get ripped every time I put it on and off the unit i'll be more than happy to do it, but i'm telling you it's going to get quite expensive the covers aren't cheap and you got to realize that you haven't done any research.

107

00:17:47.460 --> 00:17:53.130

Cooper City Hall: So I don't know what the problem is you're worried about the way their main pain tell people to worship.

108

00:17:54.240 --> 00:18:07.980

Cooper City Hall: You go out you come out you issue citations about the sidewalks all crap in everything your driveway it's crappy you got to do something about it, cleaning paper house whatever, but now you want to start doing this come on.

109

00:18:09.630 --> 00:18:20.910

Cooper City Hall: i'm retired I don't feel like I have to deal with this on a daily basis and it's getting to be ridiculous so just remember one thing you work for us.

110

00:18:22.140 --> 00:18:23.790

Cooper City Hall: You need to start doing that.

111

00:18:25.020 --> 00:18:25.950

Cooper City Hall: Thank you, Mr Barry.

112

00:18:29.160 --> 00:18:36.570

Cooper City Hall: My as my apologies, my apologies, Mr asbury appreciate it, thank you, sir.

113

00:18:37.770 --> 00:18:46.410

Cooper City Hall: hold on we'll get to it, are there any additional folks that are in the audience that would like to come before the podium.

114

00:18:49.800 --> 00:18:55.770

Cooper City Hall: Hearing none, I know that my colleagues have they want to weigh in on the discussion.

115

00:18:58.560 --> 00:18:59.880

Cooper City Hall: You want to hear the.

116

00:19:01.140 --> 00:19:16.110

Cooper City Hall: The staff reporter, you want to you want to address it, you want to address i'd rather address okay alright so Mr Mr iceberg right now the code requires covers were discussing potentially getting rid of that requirement.

117

00:19:17.220 --> 00:19:21.720

Cooper City Hall: So you seem frustrated but we're talking about being more lenient than the code.

118

00:19:32.160 --> 00:19:32.760

Cooper City Hall: That that's how.

119

00:19:38.250 --> 00:19:47.010

Cooper City Hall: And then please forgive me for interjecting gentlemen, what we'd like to do is Mr asbury you've had an opportunity to speak.

120

00:19:47.790 --> 00:20:05.700

Cooper City Hall: The Commission is speaking, will have an opportunity will come back to have some additional discussion, but please serve, we will allow the the Commission to to weigh in on what's been said already, thank you, we appreciate it, so the goal was we have rules in place that may not.

121

00:20:06.720 --> 00:20:14.220

Cooper City Hall: need to be there, maybe they do instead of selectively enforcing or some people apply.

122

00:20:15.330 --> 00:20:33.180

Cooper City Hall: complying with it because the letter of the law and asking the code enforcement to ignore it, the idea was to actually discuss it and see if we need to make that rule more lacks or not, so what we're doing there's been no discussion on making the the ordinance more restrictive at all.

123

00:20:35.160 --> 00:20:41.640

Cooper City Hall: All all of the discussion has been regarding making it less restrictive so that residents can.

124

00:20:44.070 --> 00:20:50.340

Cooper City Hall: yeah question to our city attorney because I also believe that our current Code required.

125

00:20:51.540 --> 00:21:02.400

Cooper City Hall: covers, and I believe that this meeting, one of the purposes of this meeting was to allow residents, not to cover the boats and trailers if there's a wished.

126

00:21:04.410 --> 00:21:10.140

Cooper City Hall: Apparently the resident reviewed the code and we may be mistaken.

127

00:21:11.370 --> 00:21:12.330

Cooper City Hall: Mr Horowitz.

128

00:21:13.800 --> 00:21:14.400

Cooper City Hall: weigh in.

129

00:21:20.730 --> 00:21:23.010

Cooper City Hall: afternoon, Mr measures.

130

00:21:24.420 --> 00:21:36.780

Cooper City Hall: To our code does speak to people covers section 1723 in particular speaks to vehicle covers states at any vehicle, which was parked outdoors that's visible for me Jason roadway or any Jason properties may be covered with a custom vehicle cover.

131

00:21:37.170 --> 00:21:50.190

Cooper City Hall: or other such fitted cover provided to license tag on the vehicle is visible at all times, by means of a clear material use of a tarp or similar cover shall not satisfy the requirements of this section, the code those currently provide for a vehicle cover.

132

00:21:55.770 --> 00:21:59.400

Cooper City Hall: that's section was 1723 and we find the specific section regarding.

133

00:22:01.410 --> 00:22:01.650

Cooper City Hall: yeah.

134

00:22:02.760 --> 00:22:06.900

Cooper City Hall: Does it mandate cover required under arby's it does.

135

00:22:14.610 --> 00:22:24.630

Cooper City Hall: But they commissioned when we give our presentation we're going to go over what the recommended code changes are and one of the recommended code changes exactly to eliminate the covers.

136

00:22:28.140 --> 00:22:33.930

Cooper City Hall: Thank you, Commissioner, green and to Mr raspberries point you're right you're 100% right.

137

00:22:35.070 --> 00:22:47.850

Cooper City Hall: I haven't seen the numbers, yet, but i'd be really interested to know how many violations we've written up over the years dissatisfied, this is code in section 1723 that that mandates covers on.

138

00:22:49.080 --> 00:23:03.510

Cooper City Hall: On the on the boats in the rv and as Commissioners router said right now, they are required what we're looking to discuss tonight is whether to ease that requirement, so if everybody just.

139

00:23:05.280 --> 00:23:10.470

Cooper City Hall: listens to the listen to the conversation we'll see we'll see where we're at and hopefully.

140

00:23:11.640 --> 00:23:17.070

Cooper City Hall: we'll come to an accommodation it's best for the you know for the residents moving forward, thank you.

141

00:23:18.300 --> 00:23:21.600

Cooper City Hall: Is there anything further before I have a staff to give us a report.

142

00:23:23.040 --> 00:23:23.370

Okay.

143

00:23:24.630 --> 00:23:34.530

Cooper City Hall: Mr Napoli Thank you, yes, Sir i'm going as Carlos and Jason to give the history on how we actually got here today.

144

00:23:35.610 --> 00:23:42.060

Cooper City Hall: And then, also the details of what the recommended code changes, where they went before the p amp Z board and just to remind everybody.

145

00:23:42.420 --> 00:23:49.440

Cooper City Hall: And we brought this to the Commission in February and because there was discussion, I believe, which you mentioned to me that suggested let's workshop it.

146

00:23:49.860 --> 00:24:06.030

Cooper City Hall: And that's why we're here today, so that we can get sufficient resident input and to allow the Commissioners to give us better direction on where we go with this so that's where we are right now and i'm glad and as Carlos just to give a little history on where we are, how we got to.

147

00:24:08.250 --> 00:24:14.100

Cooper City Hall: Thank you Cindy manager Commission residence of Cooper city, thank you for being here this evening.

148

00:24:16.020 --> 00:24:20.910

Cooper City Hall: As we were directed we we proposed several code changes.

149

00:24:22.080 --> 00:24:27.180

Cooper City Hall: about six that we did bring to the February 9 Commission meeting for discussion.

150

00:24:28.830 --> 00:24:39.150

Cooper City Hall: Back on February 7 20,019 there was a workshop and out of that workshop many of these proposed code changes came came to light.

151

00:24:40.620 --> 00:24:51.240

Cooper City Hall: staff had prepared the strike through an underlying language and brought it to our planning and zoning board and i'm going to go through the six that are proposed.

152

00:24:51.660 --> 00:24:55.830

Cooper City Hall: And, including in the six are the rv Heights and the boat covers.

153

00:24:56.520 --> 00:25:07.320

Cooper City Hall: Excuse me, Carlos, can I just ask you one question was IT staff that brought these changes resist be so that brought these potential changes his recommendations bsl gave the recommendations at the code workshop.

154

00:25:07.710 --> 00:25:12.420

Cooper City Hall: And then we facilitated, bringing it to planning and done on city Commission perfect Thank you.

155

00:25:14.340 --> 00:25:24.960

Cooper City Hall: So the first code changes the change the trailer language, as proposed in our in Chapter 2510, and this is to establish that any type of trailer would need to meet the guidelines of this chapter.

156

00:25:25.440 --> 00:25:40.290

Cooper City Hall: in regards to storing or keeping set trailer for any period of time, and the public street public right away or privately owned property in a residential zone district, the planning and zoning board did recommend approval of this coaching with a nine to nine oh vote.



157

00:25:41.310 --> 00:25:49.320

Cooper City Hall: The second code proposed code change is to increase the boat and rv height to 15 this proposed code change.

158

00:25:50.370 --> 00:26:06.300

Cooper City Hall: was recommended by the bso code enforcement division to increase the boat heights rv heights and commercial vehicle heights from our current 10 foot height requirement to a total of 15 feet, the planning and zoning board recommended a disapproval with a nine or vote.

159

00:26:08.010 --> 00:26:11.850

Cooper City Hall: With the discussion that they felt the boat height was too high.

160

00:26:13.140 --> 00:26:21.360

Cooper City Hall: The third code change proposal was to eliminate the book cover requirement for boats in rv this repose change the learning.

161

00:26:21.840 --> 00:26:24.930

Cooper City Hall: To eliminate that the which our current Code reads.

162

00:26:25.530 --> 00:26:34.740

Cooper City Hall: That a boat or rv must be screened from public right away by using a form fitting cover conforming with the standards design contour of the vehicle or boat.

163

00:26:35.070 --> 00:26:44.220

Cooper City Hall: Set form fitting cover must be maintained in good condition, such that there is no fading tearing or holes in the covers that are not part of or intended.

164

00:26:44.700 --> 00:26:58.110

Cooper City Hall: design and they're shown be no accumulated dirt mold debris or any other material on the cover the covers are for aesthetic only as it does not screen the boat rv from the public view.

165

00:26:59.550 --> 00:27:05.850

Cooper City Hall: This coaching was brought to our planning and zoning board as well with the recommendation of approval, with a 63 votes.

166

00:27:06.900 --> 00:27:17.190

Cooper City Hall: The fourth code change is to eliminate the required annual registration for boat and rv inspections, this annual registration fee inspections was created to verify.

167

00:27:17.640 --> 00:27:31.920

Cooper City Hall: track that boats in rv stored on residential properties meet the applicable code requirements and would be logged into a tracking system that could be evaluated by a computer search to solve a complaint versus repeat field inspections.

168

00:27:32.970 --> 00:27:37.530

Cooper City Hall: The planning and zoning board recommended disapproval of this within nine over.

169

00:27:39.150 --> 00:27:45.180

Cooper City Hall: The fifth propose change was no proposed change to the commercial vehicle language.

170

00:27:47.160 --> 00:27:56.070

Cooper City Hall: The code enforcement and not make any changes related to commercial vehicle standards as they exist now, this is a discussion item that came up at the total workshop.

171

00:27:56.640 --> 00:28:03.900

Cooper City Hall: By resident and the planning and zoning board recommended approval to leave the language, as is with a nine over.

172

00:28:04.800 --> 00:28:21.630

Cooper City Hall: And the final propose change was still eliminate an outdated variance fee, this was just a housekeeping item to eliminate a reference to an outdated variance fee, which currently references \$50 planning and zoning board recommended and nine ovo as well on this.

173

00:28:27.210 --> 00:28:30.090

Cooper City Hall: mission napoli's or is there, additional information.

174

00:28:32.130 --> 00:28:45.420

Cooper City Hall: there's any question of the Commission on any of the background or when we Thursday and we do have code in the wanted them here and present at the at the table, because although these issues were brought up by them.

175

00:28:46.470 --> 00:28:59.400

Cooper City Hall: I think it's important to hear their perspective on on enforcing some of these measures and and the benefits of doing that or not doing that and so that's that's why we're here, but they don't have any formal presentation all right, thank you let.

176

00:29:00.480 --> 00:29:06.330

Cooper City Hall: me Commission the TV or you know i'm just plain old Commissioner green.

177

00:29:08.100 --> 00:29:13.380

Cooper City Hall: If the PNC board voted when item unanimously.

178

00:29:14.730 --> 00:29:19.380

Cooper City Hall: or rejected and items an item unanimously, I believe we should not bring it up.

179

00:29:21.150 --> 00:29:35.220

Cooper City Hall: So what i'd like to do with the with the approval of my colleagues, I see the information here and I want to make sure that is not locked because the the general public that's here this evening staff has already given a report.

180

00:29:36.240 --> 00:29:46.680

Cooper City Hall: On what some of the proposed code changes are for this discussion there's only six of them, so I think that we, we can go through them very quickly.

181

00:29:47.220 --> 00:30:01.470

Cooper City Hall: To hear that, but then also allow for our code enforcement officers and lieutenant tyrese to weigh in on that, if we need just for sake of clarification for our residents that are here, yes, Sir, is.

182

00:30:08.700 --> 00:30:19.050

Cooper City Hall: Now, so what we can and I hear what you're saying commissionable cine, but I think that the four of us, we have the ability, right now, in terms of direction we we have the ability to tell staff, this is what we are.

183

00:30:19.500 --> 00:30:34.680

Cooper City Hall: This is what we are proposing and i'd like for us to just systematically approach and some of them are not going to take a lot of need a lot of discussion right, so we can my colleagues are okay with that, I would like to start with the first one.

184

00:30:35.970 --> 00:30:39.750

Cooper City Hall: I know that P amp Z recommended through a non nano vote.

185

00:30:41.160 --> 00:30:42.330

Cooper City Hall: To remove.

186

00:30:47.460 --> 00:30:51.300

Cooper City Hall: yeah the first one was the trailer laying i'm sorry the trailer like a jumpstart.

187

00:30:52.650 --> 00:30:56.370

Cooper City Hall: Do we have gentlemen, do we have any objections to no objection.

188

00:30:57.600 --> 00:31:06.420

Cooper City Hall: To the trailer language it's under the commercial vehicle ordinance commercial vehicles are is or or trailers are combined.

189

00:31:08.160 --> 00:31:15.990

Cooper City Hall: So be so they would like to establish that any type of trailer would need to meet the guidelines of this chapter in regards to storing or keeping.

190

00:31:16.590 --> 00:31:26.910

Cooper City Hall: Set trailer for any period of time in the public street public right away, etc, etc, so the background on this and really come from code enforcement officers that were having.

191

00:31:27.630 --> 00:31:34.650

Cooper City Hall: confrontational, if you will, discussions with residents in the field arguing Well, this is really this classification of trailer.

192

00:31:34.920 --> 00:31:47.070

Cooper City Hall: versus this type of trailer so they decided the easiest way to clean up the language was to put any type of trailer to encompass everything as a whole and, obviously, be so can add anything additional to that tonight as well.

193

00:31:48.240 --> 00:31:49.620

Cooper City Hall: Was there anything additional Sir.

194

00:32:07.770 --> 00:32:21.060

Cooper City Hall: Well, we I was not part of those initial conversations back in 2019 when all that has heard, however i've spoken to our enforcement officers about that, and they feel that that is the way to go forward on those things.

195

00:32:22.800 --> 00:32:26.640

Cooper City Hall: You know, as you know, code enforcement is one of those things where you try to enforce.

196

00:32:27.930 --> 00:32:36.900

Cooper City Hall: you're gonna upset some people on the way and doing self, and that was one of the items that met a lot of resistance Okay, thank you, thank you very much.

197

00:32:39.240 --> 00:32:45.270

Cooper City Hall: Would that change make less restrictive on on trailers, not our fees, but.

198

00:32:46.620 --> 00:32:49.080

Cooper City Hall: I guess other types of trailers.

199

00:32:51.240 --> 00:32:58.530

Cooper City Hall: No, not necessarily I would just if somebody had a trailer that they thought was exempt from this allowance of.

200

00:32:58.980 --> 00:33:08.550

Cooper City Hall: The total height or everything else based off of classification, this would clear that up where they would be all encompass any type of trailer would be included with these below.

201

00:33:09.870 --> 00:33:18.780

Cooper City Hall: So wouldn't you wouldn't eat the regular regulations on a commercial trailer or something no it's just an all encompassing definition change.

202

00:33:22.260 --> 00:33:33.060

Cooper City Hall: All right, gentlemen, are we okay with this one all right let's move to number two to increase the rv boat flash rv height to 15 feet understand that we have.

203

00:33:34.320 --> 00:33:38.460

Cooper City Hall: We have a residents that field that it should go to 13 feet.

204

00:33:39.840 --> 00:33:40.860

Cooper City Hall: I know that the.

205

00:33:42.120 --> 00:33:53.880

Cooper City Hall: The P amp Z recommended disapproval of the 15 feet height limit i'd like to hear from my colleagues as to what your position would be, can you also add your Commission or green.

206

00:33:57.000 --> 00:33:59.880

Cooper City Hall: yeah we're not talking about discipline.



207

00:34:01.380 --> 00:34:13.020

Cooper City Hall: that's what we're doing a Commission pertaining Thank you commissioned a mail fax thanks to Mr green, yes, and I agree 15 feet is too high, I would definitely go with the T amp Z boards recommendation, I believe.

208

00:34:14.070 --> 00:34:27.810

Cooper City Hall: 12 feet will be sufficient, and I was looking at a census of what we have currently in our in our storage lots there were 45 I believe it was both slash trailers rv that were minimum of 10 feet high.

209

00:34:29.850 --> 00:34:33.060

Cooper City Hall: There were 45 such units 42.

210

00:34:34.080 --> 00:34:41.460

Cooper City Hall: let's see I believe 42 out of the 45 were 12 feet were between 10 and 12 feet and the other three were just over 12 feet.

211

00:34:42.660 --> 00:34:50.280

Cooper City Hall: If we go with 12 feet that's going to free up potentially and I know not everybody has room in their yard, or even wants to have their their.

212

00:34:51.300 --> 00:35:04.830

Cooper City Hall: Vehicle or boat in their yard, but it could potentially free up 42 spots in our storage lots and allow the waiting list to start you know, securing spots in the in the storage facility.

213

00:35:06.750 --> 00:35:11.220

Cooper City Hall: I looked at what other municipalities are doing 12 feet seems reasonable.

214

00:35:15.450 --> 00:35:21.180

Cooper City Hall: and basically that's it I just like to hear everybody else has to say thank you admission a patina your permission is.

215

00:35:22.260 --> 00:35:24.330

Cooper City Hall: The tallest one I think was 13 feet.

216

00:35:27.690 --> 00:35:29.190

Cooper City Hall: The problem doing 13 and been.

217

00:35:32.160 --> 00:35:44.760

Cooper City Hall: Well, my goal wouldn't be to empty the lot, I think we prefer harvey's in a lot versus people's house, but because we don't have enough space we made accommodations to put them at their house.

218

00:35:49.800 --> 00:35:55.920

Cooper City Hall: So there's no no well that's great do we do we know what's the and I know.

219

00:35:57.960 --> 00:36:03.570

Cooper City Hall: You know I know 13 covers a lot, I mean i'm sorry 12 covers a lot of.

220

00:36:05.610 --> 00:36:09.000

Cooper City Hall: Your recommendation was 12 Commission and I could agree with that.

221

00:36:12.150 --> 00:36:15.720

Cooper City Hall: Okay, so we have a yes or.

222

00:36:17.520 --> 00:36:32.250

Cooper City Hall: No, to mention just for clarification in in your discussion, we also like for you to include that as a as a total height include equipment says, maybe an AC unit or a satellite dish or.

223

00:36:33.660 --> 00:36:38.700

Cooper City Hall: Just to keep that in mind, and some of these are these have an equipment on the rooftops.

224

00:36:39.210 --> 00:36:50.970

Cooper City Hall: That may exceed so we would we would like to be clear that within you recommend wealthy all inclusive told and I spoke with Jason also on this and I guess there's there's i'm not a big boat guy, but I understand some of the boats have a little look.

225

00:36:51.450 --> 00:36:55.290

Cooper City Hall: Where they call it catch a bird's nest that fold that will fall down.

226

00:36:56.370 --> 00:37:00.960

Cooper City Hall: They have satellite dishes that will fall down I think that's I think that's reasonable Carlos.

227

00:37:04.770 --> 00:37:15.990

Cooper City Hall: So this is a question for code is 1212 feet, is that prefer or with 13 feet, be better.

228

00:37:34.620 --> 00:37:43.620

Cooper City Hall: would be more inclusive of all the vehicles, instead of singling out a few that just are a few inches short also as far as enforcing it goes.

229

00:37:44.790 --> 00:37:55.290

Cooper City Hall: When you're holding a Pole up on the side of someone's House if you're you know if you don't have access close enough kind of hard to distinguish you know a few inches here or there.

230

00:37:56.580 --> 00:38:03.240

Cooper City Hall: I just think the 13 feet would be more encompassing of what we have in the Cooper city and be a little more fair to everybody.

231

00:38:04.530 --> 00:38:21.810

Cooper City Hall: To 14 just make it easier and i'm just going to i'm going to ask, because I have no problem with it in 13 feet i'm going to ask that, if we, I know that the recommendation would be 12 feet, but would staff have any trepidation with having one additional fee.

232

00:38:23.700 --> 00:38:26.430

Cooper City Hall: Alex, how do you all feel it's 13.

233

00:38:28.800 --> 00:38:31.260

Cooper City Hall: yeah and if it turns out not good will change it.

234

00:38:32.370 --> 00:38:43.410

Cooper City Hall: Well, the only thing i'm going to say, though, is speaking to start your mosque is saying to make it all encompassing for everybody that's I guess in a lot, right now, you have one vehicle in the lattice 13 feet three inches.

235

00:38:45.030 --> 00:38:50.010

Cooper City Hall: So the in and I appreciate the Commission amount of pointing that out the decision.

236

00:38:50.610 --> 00:38:55.650

Cooper City Hall: Whatever we're moving forward and putting to the staff, I mean put into staff to bring back to the Commission.

237

00:38:56.040 --> 00:39:06.150

Cooper City Hall: We have to make sure that whatever decision that the Commission makes that we are going to honor that decision, and so, if someone's rv is 13.3.

238

00:39:06.570 --> 00:39:15.630

Cooper City Hall: Then guess what they're going to be cited because I don't believe that it's I don't believe that it's good practice for us to make a code change to 13.

239

00:39:16.290 --> 00:39:21.960

Cooper City Hall: And someone has 13.3 and then someone else comes in and purchase them and they say well it's 13.5.

240

00:39:22.170 --> 00:39:32.580

Cooper City Hall: Exactly, we have to make sure that we address, and you know to start your mosque is point also and I appreciate the job you do it's not easy, especially when you're measuring with a stick or whatever, but maybe maybe the answer is.

241

00:39:33.300 --> 00:39:44.160

Cooper City Hall: A step ladder is something that'll give you a couple feet, so you can get a better perspective on how tall something really is because I know like I said I measure things for a living, you know, in the plant business, and I know where you're coming from but.

242

00:39:45.630 --> 00:39:48.930

Cooper City Hall: You know we're going to keep moving up you're going to keep moving that chain up and.

243

00:39:51.750 --> 00:40:00.000

Cooper City Hall: get them, and all we good with 13 feet all right step, you have your direction alright, moving on to number three the elimination that require for the.

244

00:40:00.900 --> 00:40:19.800

Cooper City Hall: eliminate required to cover for the both rv currently the code says that you have to have a cover the proposed change is that we do away with the cover it came back from planning and zoning what the recommendation with a six to three volt.

245

00:40:20.880 --> 00:40:29.820

Cooper City Hall: like to hear from my colleagues, is there a way to craft it Jacob, where we could say that that if it's.

246

00:40:31.350 --> 00:40:35.670

Cooper City Hall: bothered or wear and tear something that we can that it must be covered or or.

247

00:40:37.740 --> 00:40:40.830

Cooper City Hall: yeah subjective subjective but.

248

00:40:42.300 --> 00:41:01.650

Cooper City Hall: But that's what I think would maybe be the answer, because obviously a brand new rv is going to look better than a covered rv but a rundown old trashy looking thing we don't want to see that either So how could we craft it where we can be required to.

249

00:41:03.270 --> 00:41:05.130

Cooper City Hall: Have you covered the challenges.

250

00:41:06.270 --> 00:41:19.410

Cooper City Hall: see and understand understand the Commissioner saying, the challenge is going to be one from a code enforcement perspective to ensure that the code is evenly applied and that the subjectivity is eliminated from the code officers evaluation of any particular vehicle.

251

00:41:20.250 --> 00:41:28.230

Cooper City Hall: We can certainly try to craft some language is going to be need to be some measurable criteria to determine whether or not a vehicle is, in fact, in violation.

252

00:41:30.030 --> 00:41:42.600

Cooper City Hall: So couldn't we could we try to use some language similar to like we would have for you know your House if it's a moldy or you know there's obviously language says you can't have we can.

253

00:41:48.870 --> 00:41:58.710

Cooper City Hall: These things are horrible currently it says that the covers have to be maintained and clean condition, there should be no fading tearing holes a cover should not be part.

254

00:41:59.790 --> 00:42:14.550

Cooper City Hall: should not have dirt mold debris or any other material on the cover, we can have the same wording applied to the vehicle yeah and I know Derek to know I know moba etc, etc nope oh damage.

255

00:42:19.560 --> 00:42:32.250

Cooper City Hall: That same terminology can be applied yeah for the vehicle that's applied to the cover so if we if we allow that without covers so long as it's none of that all that stuff he just said, and if someone has.

256



00:42:33.450 --> 00:42:40.470

Cooper City Hall: An eyesore in they could cover it in lieu I think we could probably drop that language recognition to consider.

257

00:42:42.210 --> 00:42:46.410

Cooper City Hall: And I like what i'm hearing from the Commission, I just want to caution you.

258

00:42:47.100 --> 00:43:00.780

Cooper City Hall: So if we are and I don't have a problem with removing the covers right I think if we're going to remove the covers that's fine one of the things that I think that we need to that we maybe need to have staff in terms of.

259

00:43:01.830 --> 00:43:05.340

Cooper City Hall: context, putting in this ordinance and.

260

00:43:06.540 --> 00:43:15.390

Cooper City Hall: As it pertains to like the mold and the dirt and all of that, I think it has to be something that's in there, that makes sense that's.

261

00:43:17.190 --> 00:43:36.300

Cooper City Hall: I know that we're not looking forward to be a burden on the residents, but the message has to be clear and concise in terms of there's no longer going to be a cover over your rv, but there are the expectation that the city is going to have is that you are going to maintain it at.

262

00:43:38.070 --> 00:43:52.800

Cooper City Hall: A level a standard, so I think we have to determine or staff should determine what that level of standard is going to be so that it is not subjective so that one rv owner is not being singled out.

263

00:43:54.060 --> 00:43:54.900

Cooper City Hall: versus another.

264

00:43:58.950 --> 00:44:00.180

Cooper City Hall: Are y'all okay with that.

265

00:44:01.710 --> 00:44:12.030

Cooper City Hall: Well, more importantly, if we do craft this language and we're very specific, as Commissioner Green said it's going to be up to sergeant Moscow and and his code enforcement crew, to make sure that.

266

00:44:13.710 --> 00:44:23.820

Cooper City Hall: That the edict is carried out, because you know i'm driving around the city and I see a lot of arby's I see a lot of boats out there, some are covered some aren't covered, but either way.

267

00:44:24.900 --> 00:44:33.000

Cooper City Hall: there's there's there are dirty vehicles out there that need to be cleaned that aren't covered, and I see vehicles that have covers on and that are torn up and probably look worse than.

268

00:44:33.870 --> 00:44:41.220

Cooper City Hall: Then, if the vehicle wasn't covered and that's something that again Mr asbury your hundred percent right and a lot of ways we haven't.

269

00:44:42.210 --> 00:44:54.000

Cooper City Hall: been doing our job, but we're we're setting new criteria it's why we're here this evening and we're looking to come up with a plan that works for everybody and put it in motion and have the folks at be so carry it out for us.

270

00:44:55.920 --> 00:44:59.580

Cooper City Hall: Now that's just what i'm seeing driving around town right now.

271

00:45:01.500 --> 00:45:02.820

Cooper City Hall: that's all I have right now Nice.

272

00:45:03.960 --> 00:45:08.370

Cooper City Hall: Thank you, Commissioner melter is anything further from my colleagues y'all good.

273

00:45:10.710 --> 00:45:29.400

Cooper City Hall: All right, moving right along let's okay So yes, Sir, Mr Vega so just for direction and staff is to rewrite this code to be without a form fitting cover but to it here, it says still eating no mildew and no dirt, and that is correct standards Okay, yes, Sir, thank you.

274

00:45:30.450 --> 00:45:40.470

Cooper City Hall: number five there was no proposed changes to the commercial vehicles, gentlemen, do we need to do you have a desire to talk about number five.

275

00:45:44.550 --> 00:45:55.050

Cooper City Hall: Oh i'm sorry number four i'm sorry, my apologies, so number four is to eliminate the required annual registration for boat slash rv inspections P amp Z.

276

00:45:56.280 --> 00:46:02.580

Cooper City Hall: disapproved that recommendation by nine the nano vote gentlemen love to hear your comments your thoughts.

277

00:46:08.130 --> 00:46:11.460

Cooper City Hall: To do the planning and zoning provide some.

278

00:46:12.810 --> 00:46:15.000

Cooper City Hall: What what were their main reasons for.

279

00:46:16.680 --> 00:46:20.910

Cooper City Hall: Well, the intent, despite it not really.

280

00:46:21.990 --> 00:46:23.460

Cooper City Hall: taking effect and being.

281

00:46:24.900 --> 00:46:31.440

Cooper City Hall: followed, if you will, but the intent, then this goes way back to the blue ribbon committee which actually predated me at the city.

282

00:46:32.340 --> 00:46:40.470

Cooper City Hall: When they had the allowance to go up to 10 feet in height, which, if you go back to the old 405 era.

283

00:46:40.860 --> 00:46:46.710

Cooper City Hall: You are not allowed to have a boat or rv that was visible above the fence that had to be completely concealed behind the fence.

284

00:46:47.100 --> 00:47:01.800

Cooper City Hall: and out of the blue ribbon committee code changes they were actually the ones who raise the height, to the 10 feet, to allow more boats in our movies, but, at the time they wanted to keep it covered for aesthetic purposes, and they also wanted to keep.

285

00:47:03.240 --> 00:47:14.970

Cooper City Hall: A lot of repeat complaints and repeat work out of the system, so if I came home with a new boat in the next two weeks, I may get four different residents called all about the same boat.

286

00:47:15.330 --> 00:47:22.200

Cooper City Hall: With an annual registration, there would be a one time, once a year site visit to verify that the height is accurate.

287

00:47:22.500 --> 00:47:37.560

Cooper City Hall: The location is accurate the covers in place, etc, so any follow up call it would be a just a search in the computer instead of a second site visit so that was what actually was intended to create with the annual registration.

288

00:47:38.640 --> 00:47:41.370

Cooper City Hall: Mr shockley question that I have for you.

289

00:47:42.930 --> 00:47:59.790

Cooper City Hall: As it pertains to the rv some boats that are stored in the stores like do we require annual registration or fee inspection on those that are being maintained that the storage lot i'm not involved with anything on the storage side of things, I.

290

00:48:02.490 --> 00:48:13.230

Cooper City Hall: There inspected on a they were on a quarterly basis we're now doing on a monthly basis verify the vehicle and the registration and any deficiencies, as far as maintenance OK OK.

291

00:48:14.430 --> 00:48:19.110

Cooper City Hall: wanted to know that my colleagues have any additional comments.

292

00:48:22.140 --> 00:48:26.850

Cooper City Hall: I mean, I would have the tendency to eliminate the registration.

293

00:48:28.320 --> 00:48:34.500

Cooper City Hall: But if P amp Z disapproved it i'll side with P amp Z.

294

00:48:36.600 --> 00:48:39.270

Cooper City Hall: And these are these are our Members that we appointed.

295

00:48:40.530 --> 00:48:41.610

Cooper City Hall: They work hard on this.

296

00:48:43.470 --> 00:48:44.490

Cooper City Hall: side with the p amp Z.

297

00:48:52.980 --> 00:48:57.750

Cooper City Hall: I think I think kinsey's view behind this was you know.

298

00:48:58.800 --> 00:49:00.090

Cooper City Hall: Why would we eliminate.

299

00:49:02.490 --> 00:49:06.990

Cooper City Hall: A revenue source in which why I believe they voted it down.

300

00:49:08.400 --> 00:49:18.000

Cooper City Hall: Well, the fact that's a revenue source that's exactly why I wouldn't want to create something like that in the first place, you know we don't need any additional revenue sources for sake of revenue sources from our residents.

301

00:49:20.040 --> 00:49:29.910

Cooper City Hall: yeah I think it's a little bit of both between some being a source of revenue and some being repeat efforts on behalf of bso I mean it be so, I think.

302

00:49:30.510 --> 00:49:45.480

Cooper City Hall: says that it's not that big of a problem, we do not have that many repeat calls, they would be the ones managing that problem if it became a Brian, so I think their input on how they feel that would be effective, or that not would be effective would really be the the way to.

303

00:49:46.620 --> 00:49:53.970

Cooper City Hall: finalize that decision Jason do we have a census of people that have registered.

304

00:49:56.040 --> 00:50:00.900

Cooper City Hall: Know like this would ever stayed inside says it's really taken off, that is, this is one of those things, Commissioner, that.

305

00:50:01.560 --> 00:50:10.560

Cooper City Hall: We have not been doing right and that's why that's my point yeah and, but I think that the point is i'm not sure about the revenue source, I mean the original.

306

00:50:11.190 --> 00:50:21.780

Cooper City Hall: The original purpose behind it makes sense to have a registration registry, so that you can refer to that and you're not having to go check every time someone brings it to the attention I.

307

00:50:22.800 --> 00:50:27.540



Cooper City Hall: don't think the intent was was for a revenue source um, but this has not been.

308

00:50:29.850 --> 00:50:31.110

Cooper City Hall: implemented okay this.

309

00:50:32.850 --> 00:50:33.330

Cooper City Hall: i'm sorry.

310

00:50:34.560 --> 00:50:36.150

Cooper City Hall: i've been working that's correct.

311

00:50:38.190 --> 00:50:49.710

Cooper City Hall: and gentlemen, I think one of the things that we have to keep in mind is that we have and i'm in for me, and this is just my humble opinion, for consistency purposes, if we have.

312

00:50:50.910 --> 00:51:03.780

Cooper City Hall: Our visa and boats that we that are stored at our at one of the public storage lots that we know that we know that code is going to be inspecting to ensure that.

313

00:51:04.380 --> 00:51:14.910

Cooper City Hall: That it's they're maintaining the height requirement to ensure that they're maintaining in terms of aesthetics that there's no mole and that those that there are none of those things that are there.

314

00:51:15.510 --> 00:51:24.060

Cooper City Hall: Then the consistency has to go has to be if we have boats in our movies at at someone's property.

315

00:51:25.200 --> 00:51:28.470

Cooper City Hall: The same the same rule should be should should should apply.

316

00:51:30.180 --> 00:51:42.030

Cooper City Hall: And that and that's just being consistent in terms of if you own an rv regardless of where it's as if it's on a public if it's on your private property or if it's in a public storage.

317

00:51:43.140 --> 00:51:52.590

Cooper City Hall: Facility, the our code says that we have, we have to ensure that it's the right height requirement and that it's clean.

318

00:51:53.700 --> 00:52:03.390

Cooper City Hall: my humble opinion, is that that should extend to if people have rv on their on their personal property and here's why I say that.

319

00:52:04.620 --> 00:52:14.370

Cooper City Hall: What we don't want to get into is a situation where one resident is contact and code about an rv or boat that may or may not.

320

00:52:16.830 --> 00:52:22.530

Cooper City Hall: be in compliance we don't want that to happen, I know that it hasn't been happening right.

321

00:52:24.090 --> 00:52:29.640

Cooper City Hall: But we want to make sure that moving forward that we are there some consistency in terms of.

322

00:52:30.150 --> 00:52:44.640

Cooper City Hall: Those individuals that own arby's and own boats, the expectation from this Commission from this city, regardless of where it's at if you own a boat or an rv the expectation is that you're going to make sure that it's it's being maintained compliance.

323

00:53:01.530 --> 00:53:08.610

Cooper City Hall: I think what the what the manager was telling us that there's a problem we're actually having is that people.

324

00:53:09.090 --> 00:53:16.500

Cooper City Hall: Are not registering even if we're requiring it we have been requiring people to register and they're just not registering.

325

00:53:16.920 --> 00:53:26.490

Cooper City Hall: So it hasn't been working so we have a requirement and people don't even know about it and don't follow it, they will go out buy a boat put it in their backyard.

326

00:53:27.210 --> 00:53:37.230

Cooper City Hall: covered don't cover it if they nobody sees it, nobody will complain and they'll keep the boat uncovered forever and they are in a know they come here and tell us that.

327

00:53:37.860 --> 00:53:47.760

Cooper City Hall: We want to make a rule covering and they absolutely don't know that we have the rule covering it and they don't know about this, you know that they have to register, I understand what you're saying, Commissioner opportunity but ag.

328

00:53:48.870 --> 00:53:55.680

Cooper City Hall: Logistical problem for us to ignorance register every bowl ignorance of the law should not be should not be an excuse.

329

00:53:56.430 --> 00:54:14.970

Cooper City Hall: Right, just because someone is ignorant of the law and again this Commission can decide, however, he wants, but we have if someone is storing their rv at a public storage facility our expectations is that they're going to maintain it's going to be compliant.

330

00:54:16.620 --> 00:54:23.220

Cooper City Hall: didn't the same as they have a license plate on the on it for that and the license plate gives all the information that.

331

00:54:25.890 --> 00:54:31.410

Cooper City Hall: Well, no, well, the differences, I think there's a little bit difference because.

332

00:54:31.950 --> 00:54:41.160

Cooper City Hall: Like if you're going to have something you can have something over the height limit at the rv lot because the idea is it's contained and it's not affecting people when they're driving home.

333

00:54:41.970 --> 00:54:49.050

Cooper City Hall: We they do, although they wouldn't have to register it like they do at the residential property it's because it did kind of register with the lease.

334

00:54:50.070 --> 00:54:58.620

Cooper City Hall: Of the you know, so it might not be the exact same fee there bang but it's it is done through the lease they they register the vehicle when they.

335

00:54:59.430 --> 00:55:09.870

Cooper City Hall: But you know and getting back to Commissioner puccini's point yes it's required to register know people haven't been registering it hasn't been working but it's not the residents fault, we.

336

00:55:10.560 --> 00:55:17.340

Cooper City Hall: Just once again and I know I know Joe and staff are working to to remedy some of these deficiencies that we've had but.

337

00:55:18.060 --> 00:55:24.930

Cooper City Hall: We just haven't been mandating it, I think the question is a matter of Community and we, as it answers when we decide to try to do it, I don't think.

338

00:55:25.200 --> 00:55:33.690

Cooper City Hall: anybody's fault, other than it wasn't done or do we say that's a waste of everyone's time well I don't know listen, if you want to try and do it that's fine, but I don't think the residential be hit with another fee.

339

00:55:34.500 --> 00:55:41.850

Cooper City Hall: You know register and just leave it at that and then give the give the census over to our friends over here bso and let them.

340

00:55:43.440 --> 00:56:03.840

Cooper City Hall: Let them, let me, let me ask Jacob live date Jacob, do we it right now the way it's written we have somewhat of an ability to go on and to to measure because they can't have unless they quote registered if we got rid of the registration, would we still have the right to go on and measure.

341

00:56:06.990 --> 00:56:07.350

Cooper City Hall: The weights.

342

00:56:09.030 --> 00:56:18.780

Cooper City Hall: Wait registration currently provides is that all vehicles parked are stored in the property that exceed the six feet privacy fence must be registered and that upon registration.

343

00:56:19.260 --> 00:56:30.420

Cooper City Hall: The property owner occupant must allow the police department code enforcement to end of the property you inspect the height absent that language, we know under Chapter 162 the code officers have no authority than or private property.

344

00:56:33.210 --> 00:56:33.450

Cooper City Hall: i'm.

345

00:56:34.920 --> 00:56:38.640

Cooper City Hall: Trying to multitask when was the last sentence The short answer is no.

346

00:56:39.030 --> 00:56:48.150

Cooper City Hall: Is that the the city's code enforcement officers could not enter private property to measure the height of recreational view so we kind of need the registration aspect of it.

347

00:56:48.480 --> 00:56:59.130

Cooper City Hall: The registration provides consent from the property owner to allow for that measurement Okay, so I think we have to keep it on the books Otherwise, how do we right, and I agree, you know.

348

00:57:00.540 --> 00:57:01.140

Cooper City Hall: I agree.

349

00:57:02.280 --> 00:57:10.620

Cooper City Hall: This way code knows exactly what kind of inventory they're dealing with around the city, but what I don't what I don't want to have happen is I don't want another fee.

350

00:57:11.790 --> 00:57:13.080

Cooper City Hall: assessed to the residents for this.

351

00:57:14.400 --> 00:57:15.810

Cooper City Hall: In fairness, though.

352

00:57:16.920 --> 00:57:27.150

Cooper City Hall: i'm in you're going from having to pay monthly destroy your your rv or whatever it is to offsetting some of our costs for doing it, I think we should leave it.

353

00:57:27.750 --> 00:57:36.690

Cooper City Hall: As it is, and try it out, and if it doesn't work, maybe consider because you're going from monthly fee of a couple hundred dollars a month, maybe if you're at a private a lot to \$45 one time.

354

00:57:37.110 --> 00:57:45.360

Cooper City Hall: Let me ask Jason what how much is the fees and annual fee currently doing code, it was nominal I think Maybe it was was \$25.

355

00:57:46.560 --> 00:57:51.600

Cooper City Hall: Now, another thing to keep in mind is the need for this.

356

00:57:52.800 --> 00:57:58.590

Cooper City Hall: Registration based off of non compliance will be far less now going to 13 feet in height.

357

00:57:59.160 --> 00:58:07.620



Cooper City Hall: A lot of vehicles to clear trees limb street signs streetlights will be under the 13 feet in height so at a at a shorter height requirement.

358

00:58:07.860 --> 00:58:16.920

Cooper City Hall: You have more of a need to regularly inspect these vehicles at 13 feet there won't be many that will exceed that no but still have some filthy vehicles out there they're going to.

359

00:58:17.940 --> 00:58:21.660

Cooper City Hall: Get violated right but that'd be they're still going to be.

360

00:58:22.770 --> 00:58:31.590

Cooper City Hall: they're still going to be people getting violated, but the annual inspection, you can catch a lot of those vehicles you'll be able to see you know who's maintain their vehicles and.

361

00:58:32.070 --> 00:58:41.250

Cooper City Hall: Or the boats, etc, so that that's a plus to the inspection, let me just go back, let me backtrack for a second and maybe between Jacob and Ryan Jacob, I guess you're the city attorney.

362

00:58:43.170 --> 00:58:52.560

Cooper City Hall: With something like like let's say there's a dirty boat or a torn cover and and be so code goes over and and sees that there's a torn torn cover or dirty boater rv.

363

00:58:53.460 --> 00:59:03.150

Cooper City Hall: Is a warning issued first or they violated is the President violated at that time is it typically the correct the warning okay okay all right, thank you.

364

00:59:04.800 --> 00:59:18.300

Cooper City Hall: So the I think we have to keep the registration, I think we should keep it as it is, and maybe not doing it annually, I mean to me once you do it it's finalists become a problem but code enforcement has to have a legal mechanism to get on.

365

00:59:20.040 --> 00:59:26.910

Cooper City Hall: But we also have to have to have a mechanism and I don't disagree with what you're saying we need a mechanism in place for when people move into Cooper city.

366

00:59:27.480 --> 00:59:35.070

Cooper City Hall: That they know that they should right they need to register their vehicles well yeah we wouldn't it's just you know did Joe we've had conversations, this is just about.

367

00:59:35.940 --> 00:59:48.390

Cooper City Hall: At the property communications with the rise yeah we'd have to advertise but it's exciting, because we want to make sure we have we have an inventory that's accurate every year or two, so you know sergeant mosque and his crew can do their their job.

368

00:59:49.890 --> 00:59:52.020

Cooper City Hall: And without any difficulties.

369

00:59:54.990 --> 00:59:56.190

Cooper City Hall: anything further gentlemen.

370

00:59:58.350 --> 01:00:04.800

Cooper City Hall: We okay alright, so the direction from the Commission is that we're going to keep this in place.

371

01:00:06.000 --> 01:00:15.270

Cooper City Hall: And I would imagine that the city is going to have an education campaign to educate our boat and rv owners of their responsibilities or.

372

01:00:15.990 --> 01:00:31.830

Cooper City Hall: Does the Community development district me or department department need any change to that registration thing to make it more practical so that I don't intend for you guys to have to go out and.

373

01:00:33.900 --> 01:00:50.520

Cooper City Hall: You know inspecting I mean, is it, this is a written in a manner, where they can submit pictures, or what they have the registration and the fee or but it used to be handled by the PD PD would do the registration and the application and the inspections.

374

01:00:52.620 --> 01:00:59.880

Cooper City Hall: That loan to bsl I think that's where the breakdown came and he's never continue doing the process.

375

01:01:02.460 --> 01:01:07.650

Cooper City Hall: I like your point earlier, Commissioner, about them, maybe, at one time.

376

01:01:09.930 --> 01:01:13.890

Cooper City Hall: I can see this becoming a bit burdensome I mean there's a lot of our reason votes.

377

01:01:15.390 --> 01:01:25.440

Cooper City Hall: In the city and ally surgeon Moscow to you know the comment, but you know annually inspecting all of those because the issue is a you're going to.

378

01:01:26.040 --> 01:01:37.170

Cooper City Hall: People take them out a lot, and you know the may not be there, the day and then they're going to be circling around throughout the city continuously trying to track all those Downs will.

379

01:01:38.130 --> 01:01:47.340

Cooper City Hall: say we have the right to annually inspector city may annually inspect and then that way you know if they're having a complaints on a property.

380

01:01:48.480 --> 01:01:57.420

Cooper City Hall: They can go inspect and the other question is, I imagine, there needs to be a way to make sure, whatever they registers, is there, so I don't know.

381

01:01:59.490 --> 01:02:10.260

Cooper City Hall: I mean what we do require now in the rv lot with our with our new leases that the registration has to match on the resonance of the individual, the Cooper city residents of the individual.

382

01:02:11.700 --> 01:02:18.780

Cooper City Hall: Maybe Okay, maybe we should require that I agree with that I don't know that we should have you should have something storing it.

383

01:02:19.920 --> 01:02:21.750

Cooper City Hall: You know I shouldn't because.

384

01:02:22.980 --> 01:02:24.060

Cooper City Hall: My city won't let me.

385

01:02:25.170 --> 01:02:32.400

Cooper City Hall: Know let's say my cousin's house and Cooper city, I agree, it should it should have to be registered in the name of a resident of it, I think that's.

386

01:02:32.700 --> 01:02:48.870

Cooper City Hall: that's important because you know we have that issue in the rv lot that's why we did what we what we did so now we're going to get votes from what a few relatives that maybe they vote if we're since we're raising the height, so I agree that's probably what we should do.

387

01:02:51.540 --> 01:02:52.020

Cooper City Hall: Is that good.

388

01:02:53.550 --> 01:03:04.680

Cooper City Hall: Okay excellent now on to our number five no proposed changes to commercial vehicles, gentlemen, do we, is there any desire to talk about this particular.

389

01:03:06.360 --> 01:03:06.900

ordinance.

390

01:03:18.060 --> 01:03:19.200

Cooper City Hall: that's what we're on now, sir.

391

01:03:21.210 --> 01:03:21.840

Cooper City Hall: Mr Baker.

392

01:03:23.520 --> 01:03:35.040

Cooper City Hall: The only change and that came out of the comment that a commissionable cine brought up on at the last meeting was the vehicle classification of a commercial vehicle.

393

01:03:35.940 --> 01:03:52.680

Cooper City Hall: So as part of the backup we provided a a chart from the Department of highway safety motor vehicles, which defines the classifications of automobiles trucks private motor homes trailers mobile homes motorcycles, etc.

394

01:03:53.700 --> 01:04:07.920

Cooper City Hall: So one of the proposals that we will, we will do is to update our code, because our code references a certain classification that no longer is so will be changing the verbiage to me current.

395

01:04:09.270 --> 01:04:11.430

Cooper City Hall: The current classifications.

396

01:04:13.140 --> 01:04:17.250

Cooper City Hall: and habits, so that every time it updates we don't have to change the code.

397

01:04:20.640 --> 01:04:21.540

Cooper City Hall: Commissioner protein.

398

01:04:28.500 --> 01:04:28.770

Cooper City Hall: Okay.

399

01:04:30.540 --> 01:04:32.670

Cooper City Hall: The purpose of this was concerning.

400

01:04:34.260 --> 01:04:36.450

Cooper City Hall: motorhomes parked in the driveway.

401

01:04:37.740 --> 01:04:42.120

Cooper City Hall: So make sure we use a classification code for motorhomes not mobile homes.

402

01:04:43.170 --> 01:04:45.120

Cooper City Hall: You highlighted motorhomes.

403

01:04:46.770 --> 01:04:51.360

Cooper City Hall: Mobile homes this mobile homes I don't think i've ever allowed and the driveway.

404

01:04:52.710 --> 01:04:58.140

Cooper City Hall: and make make sure we use the classification for motorhomes not mobile homes, well done.

405

01:05:01.230 --> 01:05:16.050

Cooper City Hall: Gentlemen, are we Okay, with the number five what staff moving forward Commission on trout Oh, I had a question on on commercial vehicles, so right now we what do we kept the commercial vehicle at.

406

01:05:17.520 --> 01:05:17.880

Cooper City Hall: that's.

407

01:05:23.340 --> 01:05:23.760

Cooper City Hall: In height.

408

01:05:28.140 --> 01:05:32.370

Cooper City Hall: Well, as of now, you couldn't have the commercial vehicle parked in their front yard.



409

01:05:34.080 --> 01:05:39.900

Cooper City Hall: Okay, and but there's if you have it in your backyard like some people have behind the fence there's no.

410

01:05:41.880 --> 01:05:51.180

Cooper City Hall: Specifically, under the commercial vehicle no not necessarily but I mean again any commercial vehicle would have to be in compliance with do T and clearance requirements.

411

01:05:56.640 --> 01:05:57.090

Cooper City Hall: where's it.

412

01:06:08.340 --> 01:06:10.980

Cooper City Hall: what's the this section.

413

01:06:12.060 --> 01:06:13.860

Cooper City Hall: 2510 see.

414

01:06:16.560 --> 01:06:22.980

Cooper City Hall: Vehicles boats trailers mounted on trailers, which do not exceed 10 feet in height, which are parked in every behind the privacy fence.

415

01:06:27.300 --> 01:06:31.200

Cooper City Hall: Okay, so is that would fall under any trailer now, which did get raised.

416

01:06:32.370 --> 01:06:40.650

Cooper City Hall: To 13 now that's why I didn't want to do that, so I was saying, I don't want to buy using that language raise commercial.

417

01:06:42.120 --> 01:06:42.810

Cooper City Hall: So.

418

01:06:45.270 --> 01:06:48.810

Cooper City Hall: Right now, is it 10 feet, that your CAP with your.

419

01:06:51.000 --> 01:06:59.940

Cooper City Hall: Okay, if I had a commercial vehicle right now, and I wanted to park it behind or trail commercial trailer park behind my fence do we have a.

420

01:07:01.200 --> 01:07:02.130

Cooper City Hall: height limit on that.

421

01:07:03.960 --> 01:07:06.090

Cooper City Hall: No, I think that would need to be.

422

01:07:07.770 --> 01:07:12.540

Cooper City Hall: clarified so underneath article see we would put that into.

423

01:07:13.890 --> 01:07:27.090

Cooper City Hall: The boats or are these up to 13 and we would need a separate classification for vehicles only at 10 Okay, and so we have vehicles and trailers, we can we can.

424

01:07:28.860 --> 01:07:29.160

Cooper City Hall: Okay.

425

01:07:30.420 --> 01:07:38.730

Cooper City Hall: So would it be commercial vehicles and commercial trailers, that we would kept it well, I mean the problem you're going to have with.

426

01:07:40.290 --> 01:07:46.620

Cooper City Hall: The enforcement side of things, is when it's behind the fence what distinguishing markings you're going to see on a trailer that makes it commercial.

427

01:07:49.230 --> 01:07:58.830

Cooper City Hall: Well, but that's going to be enforcement, but first what around allow for right now, you can't park a commercial vehicle kind of fence, if you can see it right.

428

01:08:01.920 --> 01:08:14.790

Cooper City Hall: Well, I mean you could, if it's So if I had a fedex truck that took home every day I can't park that on my driveway, we know that correct I shouldn't be able to back it into my fence and have it exposed.

429

01:08:15.690 --> 01:08:22.830

Cooper City Hall: And, and then that'd be allowed, so that should be covered under commercial vehicles can't be.

430

01:08:25.020 --> 01:08:36.450

Cooper City Hall: Like if you go to our lot we have some some of the trucks are the two ones they sell tools snap on tools and in the bread truck and everything I don't want a flowers bread truck we parked.

431

01:08:37.110 --> 01:08:50.700

Cooper City Hall: Behind someone's fence and it's four feet above because uh you know, and that that shouldn't be allowed, I want to make sure we don't change something to allow that and the same goes with with trailers that are.

432

01:08:51.750 --> 01:08:57.390

Cooper City Hall: I mean, in general, what kind of trailer could you have that's that big that wouldn't be commercial.

433

01:08:59.160 --> 01:09:01.650

Cooper City Hall: You know if you had a something above six.

434

01:09:02.730 --> 01:09:07.500

Cooper City Hall: And I mean there's people that do like motocross teams and racing that they'll have large trailers.

435

01:09:08.970 --> 01:09:11.670

Cooper City Hall: So they are around again they're not common but.

436

01:09:13.140 --> 01:09:25.980

Cooper City Hall: So I guess that's why i'm like one of my concerns is the the language on the trailer thing I know it'd be easier, but it does, in my opinion, open the door for other things like a horse trailer I don't want a horse trailer parks.

437

01:09:28.230 --> 01:09:28.800

Cooper City Hall: You know.

438

01:09:29.940 --> 01:09:30.570

Cooper City Hall: that's different.

439

01:09:34.050 --> 01:09:47.100

Cooper City Hall: You know these are these people spend a lot of money and it's usually doesn't have to be an eyesore because yeah so like I was saying, we would almost need to classify that it is only boat in our movies, that are allowed to 13 feet that.

440

01:09:48.360 --> 01:09:49.860

Cooper City Hall: Any other type of trailer.

441

01:09:50.910 --> 01:09:56.280

Cooper City Hall: or vehicle has to be at the 10 feet that code allows now.

442

01:09:58.320 --> 01:10:00.930

Cooper City Hall: or even going down.

443

01:10:01.950 --> 01:10:09.420

Cooper City Hall: What do you guys feel about not allowing things that that are not only allowing our views and boats, but not allowing.

444

01:10:11.010 --> 01:10:18.060

Cooper City Hall: But it's currently 10 feet, because it because it's just lumped in not because it's specifically designated right.

445

01:10:20.580 --> 01:10:22.140

Cooper City Hall: So my again my.

446

01:10:24.540 --> 01:10:28.050

Cooper City Hall: my humble opinion, if it's if it's been 10 feet.

447

01:10:29.130 --> 01:10:33.120

Cooper City Hall: If we keep it the commercial vehicle at 10 feet, but like you said Commissioners router.

448

01:10:34.620 --> 01:10:50.880

Cooper City Hall: Making sure that there's some clarity in terms of the rv and the boat the boat, I understand, I understand your position, I support it with regards to the commercial vehicles and you're absolutely right, but I think if it's if it continues to stay 10 feet, we should be okay.

449

01:10:52.830 --> 01:11:00.450

Cooper City Hall: yeah let me clarify you can't have markings on on something right now, you can't park the flowers bread truck.

450

01:11:01.590 --> 01:11:18.810

Cooper City Hall: In the back, though right okay yeah signage on a vehicle could deem it as commercial but our doesn't we don't allow commercial stuff parked above 10 feet right now doing no nothing's allowed above 10 feet, I mean up to 10 feet, we don't do we.

451

01:11:21.090 --> 01:11:27.090

Cooper City Hall: Like i'm afraid that somebody's going to take the flowers truck and back it in and four feet of it's going to be sticking up.

452

01:11:28.140 --> 01:11:39.300

Cooper City Hall: And I don't want that to I don't want to see well that's what we were talking if we change code to it only be in boats and our wiis allowed up to the 14 feet.

453

01:11:40.350 --> 01:11:41.190

Cooper City Hall: 30 feet sorry.

454

01:11:42.690 --> 01:11:47.190

Cooper City Hall: Now then trailers become excluded, I mean you could have a homeowner who has.

455

01:11:48.450 --> 01:11:54.750

Cooper City Hall: kids that race a TVs that have a whole trailer that they use that made now have to move it out from the side yard.

456

01:11:55.800 --> 01:12:02.970

Cooper City Hall: it's not commercial but technically it's a trailer and doesn't fall under boater rv now, so I mean that could have some side effects.

457

01:12:06.540 --> 01:12:08.730

Cooper City Hall: i'd like to at least put something in there says under.

458

01:12:09.840 --> 01:12:24.000

Cooper City Hall: and under no circumstances nothing they should have a commercial commercial, what do you call it markings visible commercial markings yeah yeah anything for commercial use would not be permitted above X height.

459

01:12:25.260 --> 01:12:28.620

Cooper City Hall: yeah what yeah and So what do we, what do we come up with for that.



460

01:12:30.090 --> 01:12:30.900

Cooper City Hall: Marshall stuff.

461

01:12:33.210 --> 01:12:42.360

Cooper City Hall: He said it's currently 10 So what are we, we said Okay, but can we say that no commercial marketing to all can be visible as I don't think we covered that.

462

01:12:43.800 --> 01:12:46.110

Cooper City Hall: You know what i'm gonna do i'm gonna i'm gonna go home and back my.

463

01:12:46.740 --> 01:12:58.590

Cooper City Hall: Flowers true that's where you would have to exclude commercial vehicles from being visible above the fence yeah well that's what I did I don't I want to say no commercial markings, and I don't care if it's at the bottom and you can't see it.

464

01:13:05.460 --> 01:13:17.370

Cooper City Hall: Mr Horowitz I would just offer and the code does speak to commercial vehicles, whereby signage is the only cause for classifying the vehicle as a commercial vehicle.

465

01:13:17.910 --> 01:13:27.960

Cooper City Hall: And where the signage is completely covered with a magnetic covering so that it doesn't appear to be visible visible commercial vehicle this section does not apply to those types of vehicles.

466

01:13:28.920 --> 01:13:34.950

Cooper City Hall: there's a specific carve out for what you're describing Commissioner if it's only the signage that makes the vehicle a commercial vehicle.

467

01:13:35.910 --> 01:13:43.290

Cooper City Hall: Then some of these provisions will not apply now i'm not talking about that i'm talking right now we don't allow commercial vehicles parked in the front of the House.

468

01:13:45.000 --> 01:13:54.540

Cooper City Hall: But we do allow commercial vehicles behind the fence and because we don't address it and we allow it to 10 feet so right now somebody under our current Code could.

469

01:13:55.020 --> 01:14:09.780

Cooper City Hall: Could park their commercial vehicle their fedex truck behind the fence and we will be able to see fedex in our code doesn't address that right that, that is, that is correct i'd like to address i'd like to make sure we cover that loophole so that.

470

01:14:11.340 --> 01:14:20.130

Cooper City Hall: yeah so if we can add some language in there, under no circumstances shall any commercial markings be visible above the six foot.

471

01:14:22.800 --> 01:14:24.660

Cooper City Hall: I see your point yeah well we'll take it.

472

01:14:27.090 --> 01:14:37.500

Cooper City Hall: area just commercial vehicles would not be permitted on the sides of the House and less covered per the provisions in Article six, that they are shielded from view.

473

01:14:41.670 --> 01:14:43.080

Cooper City Hall: mm hmm yeah yeah.

474

01:14:44.310 --> 01:14:58.830

Cooper City Hall: shielded from view I like that any any additional discussion on this particular one commercial vehicles, all right, lastly, to eliminate the outdated variance fee found in Chapter 25 dash 10 subsection see.

475

01:15:00.780 --> 01:15:02.490

Cooper City Hall: Mr Vega did you want to address that.

476

01:15:03.900 --> 01:15:16.560

Cooper City Hall: yeah I mentioned that that's just a housekeeping item to to update our fees based on at CPI that we model, our variances now so that's just an old old number that's no longer valid.

477

01:15:18.570 --> 01:15:35.010

Cooper City Hall: We require What would we we don't require variance for Parker both the right code does have an allowance, where you could apply for a variance I mean Obviously it would have to go through the formal variance procedure and justify a hardship, etc, but that is an avenue.

478

01:15:36.450 --> 01:15:46.410

Cooper City Hall: That is in code now this change the current Code referenced an outdated fee, and it also referenced that the variants application submitted to the clerk's office.

479

01:15:47.010 --> 01:15:52.680

Cooper City Hall: Neither of those are accurate so that's what we were just cleaning up in that section it's still an option for.

480

01:15:53.130 --> 01:16:01.140

Cooper City Hall: If someone had some very unique circumstances where they had to come into the 14 foot vehicle that is an avenue how much would the variance be.

481

01:16:01.890 --> 01:16:13.830

Cooper City Hall: Of fee like that that would fall under the minor residential variance think that one's like 250 somewhere in that range i'd have to look at so basically we're changing the fee from 50.

482

01:16:15.630 --> 01:16:30.330

Cooper City Hall: To 50 well to the actual whatever the rule is for yeah we we would reference yeah that would just constantly follow the fee schedule, as it goes up or down throughout the years instead of having a fixed fee, it would just reference the sky, how many variants request that we have.

483

01:16:31.620 --> 01:16:34.860

Cooper City Hall: Vehicles none not but does it doesn't really apply.

484

01:16:36.630 --> 01:16:37.200

Cooper City Hall: it's not applied.

485

01:16:38.370 --> 01:16:42.870

Cooper City Hall: Well, it could one could be submitted we've just never had or has not has not been.

486

01:16:46.290 --> 01:16:48.600

Cooper City Hall: Any additional discussion needed on this gentleman.

487

01:16:50.250 --> 01:16:50.730

Cooper City Hall: alrighty.

488

01:16:52.350 --> 01:17:04.770

Cooper City Hall: With your permission, Commission, I know that we had some of this two additional individuals that want to come up and speak and I like to give them the opportunity to do so, actually there's a total of three Mr.

489

01:17:05.850 --> 01:17:08.400

Cooper City Hall: Yes, arkadin strange yes to the code.

490

01:17:17.910 --> 01:17:28.950

Cooper City Hall: increase of time, the resident can have a burden from the House right now it's 24 hours and sometimes it's not enough just a timing doesn't work out.

491

01:17:30.270 --> 01:17:47.940

Cooper City Hall: Leaving from work and turning the boat on refrigerator and everything just not enough time if we can increase that maybe to I don't know what would work, maybe 36 hours well, giving the residents, a little, just to clarify on that point in in 2510.

492

01:17:49.440 --> 01:18:01.980

Cooper City Hall: Under Article three, it reads any boat are prohibited vehicle parked in a prohibited area for the purpose of actual active and uninterrupted loading or unloading repairs deliveries or maintenance between the hours of 6am and 7pm.

493

01:18:03.240 --> 01:18:18.390

Cooper City Hall: So i'm not sure, even where the 24 per se is coming from, because if it's not within this time frame and active loading, it could be cited now Okay, so can we give more time to uh can we give some time to bring the boat prepare it.

494

01:18:19.470 --> 01:18:25.170

Cooper City Hall: Of course, we cannot change obviously like if they're going on, we bring the rv from the lot we're gonna.

495

01:18:35.220 --> 01:18:45.300

Cooper City Hall: Of course yeah I mean if that is the direction we can draft language, we spoke about, we spoke about this earlier today, Commissioner, and I think code was recommended 48 hours.

496

01:18:47.580 --> 01:18:47.970

Cooper City Hall: That correct.

497

01:18:57.450 --> 01:19:01.470

Cooper City Hall: Are my colleagues Okay, with it, no problem with Mr Sean.

498

01:19:05.310 --> 01:19:12.240

Cooper City Hall: I don't think I have a problem, but I just was actually with all these I want the public to know if any of these things become problems.

499

01:19:12.540 --> 01:19:25.320

Cooper City Hall: i'm going to move to change him and I don't want to hear anyone saying I bought an rv because you allowed it, I mean you know if it becomes a problem when we start having people abusing things and I have no problem changing it but i'll same here.

500

01:19:28.890 --> 01:19:41.130

Cooper City Hall: Well that's the thing, especially with when you're when you're talking about time that they're allowed to have the vehicle out in front of the House of the boat and out in front of the House when is the clock start on the 48 hours, let alone 24 that we already have you know.

501

01:19:42.840 --> 01:19:57.150

Cooper City Hall: what's good what's going to wind up happening, I believe, is you're going to have neighbors they're going to be calling code writing out there, writing out their neighbors saying hey this guy's had a boat out here for 48 hours or 72 hours and who's to say.

502

01:19:59.670 --> 01:20:01.050

Cooper City Hall: Commissioner registered.

503

01:20:02.100 --> 01:20:03.090

Cooper City Hall: Registered we can take it.

504

01:20:07.980 --> 01:20:20.490

Cooper City Hall: The only thing that I would add to that and it slipped my mind this morning, when I was discussing with the same manager and everyone else about having a suggesting that it could go to 48 is that you have 24 hours now.

505

01:20:22.110 --> 01:20:29.100

Cooper City Hall: Let me go out there and give you the notice to move it, you have an additional 24 to move it so we're almost in that period, anyway.

506

01:20:32.910 --> 01:20:39.690

Cooper City Hall: This when you when you when your when your staff is out there and they they they notice somebody that they've had the.

507

01:20:41.130 --> 01:20:48.600

Cooper City Hall: code out there for over 24 hours is that because they were there, the day before and they've seen they saw it out there and took a picture and then following up.

508

01:20:49.170 --> 01:20:59.970

Cooper City Hall: Okay that's all I needed, thank you very much, gentlemen, I would think what we currently have in place, they already have 24 hours and then, if they get cited they have an additional.

509

01:21:00.690 --> 01:21:19.020



Cooper City Hall: 24 hours, I think what absolutely I would hate for us to say you have 48 hours, and then they get cited, and then they have an additional 24 hours to comply, I don't think that's what we are that's what we're interested in no I Krishna I agree with you.

510

01:21:25.440 --> 01:21:29.910

Cooper City Hall: I tend with actual wedding is I tend to agree with that, but I want to ask Mr colada.

511

01:21:31.110 --> 01:21:43.470

Cooper City Hall: Can I can I bother you on on a question regarding the Commissioner, I know that he's gonna he signed a speaker so let's wait for him when I call him up Thank you.

512

01:21:45.300 --> 01:21:57.240

Cooper City Hall: Is there anything further gentlemen, let me, let me ask this question if if it's a vehicle parked out front, because they're loading it Jacob, are we able to cite them under.

513

01:21:58.200 --> 01:22:11.610

Cooper City Hall: As a vehicle instead of as a property related thing, and I only asked this because if it's a vehicle related things such as you know, parking in a fire line or something like that you don't you don't warn, but when it's your site in the property owner you give the warning.

514

01:22:12.870 --> 01:22:14.490

Cooper City Hall: So my question would be.

515

01:22:15.780 --> 01:22:24.000

Cooper City Hall: Are we able to dress this thing under my thing I don't want, I want to come up with a rule and then code has the mail you a letter and give you all this time.

516

01:22:24.600 --> 01:22:32.040

Cooper City Hall: To comply, what is the easiest can code sit, can we have can we say it's X amount of hours and then code comes back and they write the ticket to the vehicle.

517

01:22:37.140 --> 01:22:47.670

Cooper City Hall: If the code provides the 24 hours couldn't go out there and if the vehicles not removed after 24 hours could good battery, in fact, they can issue a citation at that point, so they don't have to give a warning.

518

01:22:48.210 --> 01:22:55.890

Cooper City Hall: The warning would be the key to remove the vehicle initially when they go back out to inspect the criminal whether or not it's been removed, then they can issue the citation.

519

01:22:57.090 --> 01:23:00.960

Cooper City Hall: Okay, and the warning doesn't require to be mailed or anything to the House.

520

01:23:02.550 --> 01:23:05.220

Cooper City Hall: It would be more of a citation and it would be a notice of violations.

521

01:23:25.980 --> 01:23:26.550

Cooper City Hall: Somebody was.

522

01:23:30.990 --> 01:23:41.610

Cooper City Hall: So if we had if you had your rv out front for your boat out front, the too many days would we be writing the are the boat, or are we writing and then the tag number on the boat, or are we writing the property owner.

523

01:24:10.170 --> 01:24:10.620

Cooper City Hall: yeah.

524

01:24:16.650 --> 01:24:22.020

Cooper City Hall: yeah and I asked it, because if you have your boat parked in the swell I don't know that we can cite the property right.

525

01:24:24.540 --> 01:24:30.480

Cooper City Hall: Well, if he did the vehicle, not the property yeah because we don't because it's not on the on the property on a city property.

526

01:24:32.070 --> 01:24:40.710

Cooper City Hall: Okay, so we have the ability to write it either, I guess, we have the ability to write it either way, it would be fact specific it would depend on the particular circumstances vacation describing.

527

01:24:41.460 --> 01:24:53.490

Cooper City Hall: Whatever when it was our ordinance allow them to write to write it, you have the flexibility, yes Okay, so they can write the parking one if it's not on property and it's on the city currently has that that option okay.

528

01:24:54.870 --> 01:24:57.270

Cooper City Hall: Are we good gentlemen excellent.

529

01:24:58.500 --> 01:25:05.910

Cooper City Hall: I know that a number of residents have signed up to chat and want to ask for Mr Eric the ladder to come up, please.

530

01:25:14.550 --> 01:25:16.290

Cooper City Hall: hi guys how you do it sorry.

531

01:25:18.720 --> 01:25:21.900

Cooper City Hall: This is a boat issue again we went through this 10 years ago.

532

01:25:23.430 --> 01:25:30.060

Cooper City Hall: it's kind of odd how it just keeps coming up keeps coming up anyways I own both a camper and a boat.

533

01:25:31.710 --> 01:25:41.910

Cooper City Hall: The big problem we have is a lot of us live in non homeowner associations, for that reason, so we can own a boat in store inside of our House.

534

01:25:43.620 --> 01:25:54.180

Cooper City Hall: people that live in a homeowner association they're not going to be able to own a boat or they'll have to use the city lot, we know that the height restriction I don't know what it is for the do T.

535

01:25:55.920 --> 01:26:05.130

Cooper City Hall: I think Jamie was saying it was what is it 15 Okay, so if you're over 15 you're not gonna be able to have your boat in the side of your House.

536

01:26:06.330 --> 01:26:10.350

Cooper City Hall: Some people have two towers and all kinds of stuff added on.

537

01:26:11.730 --> 01:26:15.090

Cooper City Hall: So we really need to look at that closely or spend more time on the issue.

538

01:26:16.830 --> 01:26:22.440

Cooper City Hall: And as far as a camper you keep it on the side of your House, I mean in front of your House before you go on a trip.

539

01:26:23.490 --> 01:26:24.510

Cooper City Hall: It takes.

540

01:26:25.860 --> 01:26:28.110

Cooper City Hall: place 24 hours for the fridge rater cool off.

541

01:26:29.490 --> 01:26:45.540

Cooper City Hall: So you kind of need more time or be more flexible and get that in writing because we said yeah yeah that's good and we were agreed to let them stay there longer, the problem was code said it's not writing so they go ahead and give you a hard time.

542

01:26:46.950 --> 01:26:54.960

Cooper City Hall: So we can get that in writing that we could keep the rv in front of the House longer to load it and let the fridge cool off that'll work out good.

543

01:26:56.820 --> 01:26:58.950

Cooper City Hall: But it's like beating a dead horse in time.

544

01:27:00.210 --> 01:27:01.440

Cooper City Hall: Because we went through this.

545

01:27:02.610 --> 01:27:07.710

Cooper City Hall: 10 years ago, probably exactly where maker lser.

546

01:27:09.330 --> 01:27:11.370

Cooper City Hall: and disappointed the mayor's not here.

547

01:27:12.900 --> 01:27:26.580

Cooper City Hall: And that's pretty much it and my time's up, thank you, thank you hold on Mr de la because I don't know Commissioner for did you have a question for him another key yeah so the the balance trying to find is if we said.

548

01:27:27.180 --> 01:27:36.630

Cooper City Hall: 48 hours technically it's 30 it's 72 hours right, because I know it's 24 more than.

549

01:27:37.860 --> 01:27:42.840

Cooper City Hall: 72 hours because they if the code comes out, they have to give you 24 hours notice.

550

01:27:43.440 --> 01:27:52.530

Cooper City Hall: So the question is, and I know it's an odd thing that's the residence if we left to 24 hours, you know that you can't be cited for 48.

551

01:27:53.100 --> 01:28:01.830

Cooper City Hall: doesn't stop the code officer from coming by though right down you'll be back in 24 hours, but at the same time, it prevents having 72 hours of.

552

01:28:02.700 --> 01:28:12.420

Cooper City Hall: Of I don't know are people taking advantage of that and waiting that they're getting network time at it is if code comes by and says something to me.

553

01:28:14.370 --> 01:28:27.660

Cooper City Hall: Usually, can I comply and move it so we really need more time in writing because it's not in writing in the code yeah in the code, right now, it says.

554

01:28:28.680 --> 01:28:44.790

Cooper City Hall: Any boat or prohibited vehicle parked in a prohibited area for purposes of actual active and in a uninterrupted loading or unloading required repairs deliveries or maintenance between the hours of 6am and 7pm.

555

01:28:45.840 --> 01:28:51.570

Cooper City Hall: Okay, so we need to, and then I guess somewhere else, this is 20 flowers right, so I guess we gotta fix those to.

556

01:28:52.710 --> 01:29:00.780

Cooper City Hall: be clarified i'd like to see, especially since we're storing our camper in the storage lot which we waited nine years to get in the storage lot.

557

01:29:01.200 --> 01:29:10.830

Cooper City Hall: That you make accommodations for us to be able to use our vehicles and bring them home since there's no electricity in the storage not no water in the storage lot.

558

01:29:11.520 --> 01:29:18.210

Cooper City Hall: You also said that the vehicles, need to be clean we can't clean them in the storage lot, so we need time to bring them home and do this.

559

01:29:19.380 --> 01:29:32.760

Cooper City Hall: Thank you able one, we have to fix the two for sure, so that they are we able to give 12 hour, can we can we go to 36 and give 12 hour warning so basically people have that 48 instead of the 24 and 24 hour.



560

01:29:35.250 --> 01:29:44.100

Cooper City Hall: But I think you're referring to when you say 24 hours to decode provides that a vehicle a wreck vehicle cannot be in front of a resident for period, not more than 24 hours.

561

01:29:44.700 --> 01:29:54.600

Cooper City Hall: The clock starts, as the sergeant said when they go out and issue that warning advise the resident that they're in violation of the code, so if.

562

01:29:55.740 --> 01:30:03.750

Cooper City Hall: If code enforcement is not out there for 36 hours in the vehicles out there there's they're going to get 36 hours plus an additional 24.

563

01:30:04.140 --> 01:30:11.610

Cooper City Hall: So it really the clock starts when code gets out there, not necessarily now because they're not going to they don't issue a warning if you're not in violation.

564

01:30:12.540 --> 01:30:23.850

Cooper City Hall: So if you if you have your you have your vehicle out there, for now, they have they they're warning they're giving 12 hours 24 hour compliance, but they don't issue the compliance notice until you're out of compliance.

565

01:30:25.320 --> 01:30:33.750

Cooper City Hall: I think the challenge for code is one does the clock start because they're not going to necessarily they're not going to know.

566

01:30:34.710 --> 01:30:43.650

Cooper City Hall: When a resident, as has their rv in the front that's not true, important to start your Moscow the clocks going to start when they make their second when they make their second.

567

01:30:44.460 --> 01:31:02.910

Cooper City Hall: visit to that particular unit in front of somebody has only made one brexit no right, no, no, no, the initial club, but my question, my comment was if someone if this is if this couple has their rv out in the front and they're loading or unloading.

568

01:31:03.930 --> 01:31:10.950

Cooper City Hall: code is not they could have just gotten out their code is not going to be aware of that, in the code can put them on the clock and say okay.

569

01:31:11.490 --> 01:31:22.350

Cooper City Hall: From this point forward you only have 24 hours when in actuality but are you saying the 24 hours that you give them to comply if they're not in compliance.

570

01:31:26.940 --> 01:31:37.200

Cooper City Hall: But, but we but, but they have 24 hours to keep that vehicle in front of their home, so you really need to go out there twice before you need to go out there one time and say okay it's 11 o'clock at night.

571

01:31:37.710 --> 01:31:47.580

Cooper City Hall: We noticed there's a vehicle in front of the House, then you need to go back again at 11 o'clock 24 hours, hence and say okay either is a vehicle there and that's when the next 24 hours.

572

01:31:48.600 --> 01:31:49.920

Cooper City Hall: That that does that's.

573

01:31:53.130 --> 01:32:04.980

Cooper City Hall: that's, no, no, you don't enforce before they're in violation so somebody that's been violated yeah 24 hour you give me 25 correction time there is a 24 hour correction type so typically they would get 48 minutes from the very first visit.

574

01:32:05.490 --> 01:32:14.790

Cooper City Hall: The way I see it, yeah yeah like if I if I call and say my neighbors had the thing up there for three weeks, they don't take my word they come out look, is it there yeah they come back and 24 hours, I see it, and make him a.

575

01:32:15.450 --> 01:32:24.600

Cooper City Hall: question earlier who's going to start the clock well you're going to start the clock your staffs going to start the clock, but can we change the notice thing to to to 12 hours.

576

01:32:25.620 --> 01:32:35.040

Cooper City Hall: i'm sorry, can we change it to is, do we have to give time to comply if we're talking about a notice of violation under Chapter 162, the answer is yes.

577

01:32:35.670 --> 01:32:46.890

Cooper City Hall: And that's why I was talking about, instead of doing that doing as a parking violations if it's on the road, then you have the option to the parking and you can you do of parking violation on private property okay so.

578

01:32:47.700 --> 01:32:54.780

Cooper City Hall: We would have can we in this this the Statute requires reasonable notice or 24 hours exercise reasonable.

579

01:32:55.140 --> 01:33:06.780

Cooper City Hall: So can can we deem 12 hours as regional Commission gets to make that decision so could we say 36 hours and then, if and then can we change it to you're allowed to have the thing for 36 hours.

580

01:33:07.470 --> 01:33:18.450

Cooper City Hall: And if they violate that they're going to give they're going to come by citing give you 12 hour notice to fix it and we're still the same 24 hour periods reasonable, but we don't have people who want to follow the rules, not get there.

581

01:33:19.800 --> 01:33:26.040

Cooper City Hall: that's fine and so you don't people that don't own a camper don't understand that you know, and this is.

582

01:33:26.760 --> 01:33:39.060

Cooper City Hall: paradise Florida everyone travels and fishes we're surrounded by water Okay, so this way we're still we don't have we don't have it out there longer than 38 hours, but we adjust for the people who don't want code, you know.

583

01:33:40.320 --> 01:33:47.190

Cooper City Hall: Not likely want to store it at the House, but we want to be able to use it and work on it to be able to use it, you can't load it in storage lot.

584

01:33:47.580 --> 01:33:52.110

Cooper City Hall: can turn refrigerator on and store it is some kind of reasonable accommodation.

585

01:33:52.560 --> 01:34:02.640

Cooper City Hall: To be able to use your vehicle that you're paying the city to store in, and I think 36 will be sufficient think that's nice so 36 hours of at your House.

586

01:34:02.850 --> 01:34:12.660

Cooper City Hall: Yes, and then another 12 to comply, to be so comes out at 36 hours in one minute and says hey you've been out here over 36 hours you have 12 hours to comply right I think that's gonna be pretty good.

587

01:34:13.620 --> 01:34:20.790

Cooper City Hall: happy and then look guys, you know and we're looking we're looking to have a reasonable a reasonable solution this we know we know.

588

01:34:21.150 --> 01:34:28.950

Cooper City Hall: We have a lot of boat owners and rv owners in the city, we know that takes time to load on load right, you know cool uncool whatever you're doing out there.

589

01:34:29.670 --> 01:34:34.740

Cooper City Hall: it's a balance, the balance between allowing you to do that and keeping the city looking.

590

01:34:35.340 --> 01:34:40.710

Cooper City Hall: Beautiful you know beautiful, the way we want it to be so yeah and I appreciate your input we all, we agree that you know.

591

01:34:41.310 --> 01:34:49.260

Cooper City Hall: You don't want it to look like pine and make it your driveway leave it there forever well and and and i'm glad that you brought up that point, Mr colada and i'm going to just.

592

01:34:50.070 --> 01:35:02.460

Cooper City Hall: Caution this Commission that, while you will have residents that abide by the rules and regulations, I promise you that you're going to have residents that will abuse that.

593

01:35:03.840 --> 01:35:06.780

Cooper City Hall: They will abuse that I don't care what anybody tells me because.

594

01:35:08.040 --> 01:35:12.270

Cooper City Hall: People are going to abuse it they're going to push the issue, so long as we understand that.

595

01:35:13.470 --> 01:35:16.050

Cooper City Hall: and Commissioner trotter you had indicated.

596

01:35:17.250 --> 01:35:22.740

Cooper City Hall: Initially, if it becomes an issue, then I would certainly hope that the Commission would be really.

597

01:35:23.220 --> 01:35:30.720

Cooper City Hall: be willing to reconsider it yeah other other than that i'm good yeah and so no one go buy something bigger than you have now.

598

01:35:30.990 --> 01:35:40.710

Cooper City Hall: Because if it doesn't work out we change it, we don't want to hear I wouldn't have bought that it's you know just the way it is so we're gonna have this in writing so when the code officer comes out I know my time expired.

599

01:35:41.130 --> 01:35:51.870

Cooper City Hall: That it's going to say that because that was the biggest problem was code people's that it doesn't say that will do two things we're going to fix that seven of six language to make it consistent with.

600

01:35:52.740 --> 01:35:59.280

Cooper City Hall: 36 hours Okay, all of this language is going to be crafted into new code and then brought for Commission for final approval okay.

601

01:35:59.670 --> 01:36:09.030

Cooper City Hall: And I think I think there will be, I think there will be an educational campaign for those that own boats in arby's to make sure that you all are up to date.

602

01:36:09.780 --> 01:36:23.490

Cooper City Hall: With the current co as they once their change i'm hoping that there'll be some some information to you Okay, thank you, thank you, Miss next Mr Osvaldo Rodriguez Mr Rodriguez.

603

01:36:27.690 --> 01:36:28.260

Cooper City Hall: Hello everyone.

604

01:36:29.910 --> 01:36:32.220

Cooper City Hall: and moved into Cooper city about six years ago.

605

01:36:33.330 --> 01:36:36.570

Cooper City Hall: used to live in Miami i'm one of the boat owners here.

606

01:36:37.650 --> 01:36:55.320

Cooper City Hall: One of the reasons I moved to the Cooper city is I wanted a corner lot, so I got space for my boat, specifically arguments with my wife space for the boat I moved in I have a nice sized boat it fits perfectly in the backyard, but now i'm being told that it can go over 13 feet.

607

01:36:57.210 --> 01:37:15.780

Cooper City Hall: Like was mentioned earlier, some bolts have Twin Towers outriggers those are things that got removed, but the the T top the roof my still gotta go over I don't know why it's being changed now after the fact that it's it's it's actually 10 feet right now.



608

01:37:17.010 --> 01:37:23.250

Cooper City Hall: Well we're talking about giving you more room, but what i'm trying to get at is, why are we.

609

01:37:24.090 --> 01:37:29.820

Cooper City Hall: Why is there, like a height it's not like we got a double Decker boat either I don't know why height would be an issue.

610

01:37:30.660 --> 01:37:39.660

Cooper City Hall: And Cooper city, we have trees that hang down nine fee garbage trucks hit them all the time hydraulic leaks all over the road the garbage truck still go through, I don't know why.

611

01:37:40.650 --> 01:37:48.060

Cooper City Hall: Like we're trying to be fair, obviously we don't want to check antic friggin yacht or as an add on a boat here and Cooper city, but.

612

01:37:49.110 --> 01:37:51.900

Cooper City Hall: I don't know why we're getting a 13 foot like.

613

01:37:53.460 --> 01:38:05.550

Cooper City Hall: I just I don't know what to do, I friggin both over that I moved here specifically so I have the boat at my house I didn't want a homeowner's association is like i'm living in a homeowner's association here.

614

01:38:08.580 --> 01:38:14.160

Cooper City Hall: Is it is the high clearance for trees, or for what is there is a nuisance, it looks bad.

615

01:38:16.470 --> 01:38:29.190

Cooper City Hall: And so, Mr Rodriguez in I appreciate your comments and I think are the discussion that we had earlier was that there is, there is a code in place that determines the height of the the the boat.

616

01:38:30.420 --> 01:38:36.150

Cooper City Hall: That you can park in your residence that was that was always in place.

617

01:38:37.380 --> 01:38:48.360

Cooper City Hall: The challenge or the issue was was it being enforced and it doesn't sound as if it's it was being enforced, as I had met, as I stated earlier.

618

01:38:49.620 --> 01:38:50.010

Cooper City Hall: You know.

619

01:38:52.920 --> 01:39:05.820

Cooper City Hall: From my personal experience, sometimes we're ignorant of the Code, the codes in the rules, but it doesn't it doesn't negate that the code in the rules are in place.

620

01:39:06.300 --> 01:39:21.180

Cooper City Hall: Right and so as Commissioner shroud have said, we are we're giving extending that height allowance right to to accommodate our residents with That being said.

621

01:39:21.720 --> 01:39:35.460

Cooper City Hall: Even before that there were restrictions in place, and so I understand your position with regards to you have a boat and it's 15 feet I get that but prior prior to.

622

01:39:36.810 --> 01:39:38.340

Cooper City Hall: And how do I say this.

623

01:39:39.690 --> 01:39:56.910

Cooper City Hall: Priority you moving into Cooper city, there was a code in place that address that yeah I was not aware of the code, it was never and I never had initial before and now i'm scared i'm going to sign on and I, and I understand that understand that, however.

624

01:39:57.990 --> 01:40:02.730

Cooper City Hall: it's the responsibility of each of us as Homeowners and residents.

625

01:40:03.180 --> 01:40:13.320

Cooper City Hall: That if we're going to become if we're moving into a city and we're going to have an rv I think the expectation that responsibility becomes is on us as residents.

626

01:40:13.680 --> 01:40:22.080

Cooper City Hall: To make sure that whatever it is that we're bringing into the city that we're able to do so, and if we're not able to do so.

627

01:40:22.620 --> 01:40:28.890

Cooper City Hall: Is there a variance Is there something that we can do in lieu of so the burden the responsibility.

628

01:40:29.610 --> 01:40:36.180

Cooper City Hall: Does not shift on the city, the responsibility of a boat owner or rv own or a motorcycle or commercial.

629

01:40:36.780 --> 01:40:44.280

Cooper City Hall: that's the that's the responsibility of residents and those folks that live and reside here and Cooper city and.

630

01:40:45.150 --> 01:40:53.010

Cooper City Hall: I know it's not the answer that you're looking for, but I never had an issue before living and well, I mean wow Miami come on now i'm teasing.

631

01:40:53.430 --> 01:41:07.920

Cooper City Hall: And, like the thing is this doesn't say you can't have it, this is only regarding visible ones right this you it's only addresses what's visible, if you have an non visible it's on an issue right like if you had a.

632

01:41:10.050 --> 01:41:20.220

Cooper City Hall: Book cover and you don't see the, no, no, this is what i'm talking about like he had ficus right, I mean this establishes a Max height now is something that's not visible enforceable.

633

01:41:21.390 --> 01:41:28.800

Cooper City Hall: I don't know that if somebody wanted to have asked the Bush guy if you wanted to have 30 foot ficus I don't know is that possible.

634

01:41:29.340 --> 01:41:44.340

Cooper City Hall: But if you did and and nobody solid or if you had some type of allowed shrubbery which prohibited from being seen I don't think we can't see it, they probably can't sign it doesn't make it legal but it's technically not suitable.

635

01:41:45.420 --> 01:41:46.350

Cooper City Hall: which makes it less.

636

01:41:48.120 --> 01:41:48.360

Cooper City Hall: Be.

637

01:41:49.500 --> 01:41:52.890

Cooper City Hall: In Mr Rodriguez and and thanks for speaking tonight.

638

01:41:54.600 --> 01:41:59.880

Cooper City Hall: You know I looked at what some of the other municipalities are doing when I when we started talking about this.

639

01:42:00.690 --> 01:42:10.110

Cooper City Hall: Southwest ranches and data which are to rural areas, they don't have a height restriction it's a lot of acreage out their neighbors not on top of one another, I guess aesthetically it's not an issue.

640

01:42:10.500 --> 01:42:20.040

Cooper City Hall: But sunrise is one municipality that doesn't have a height restriction and I drove around there a little bit and checked out some of the vehicles, I didn't see too many that were 15 feet, but I saw a few.

641

01:42:20.700 --> 01:42:33.600

Cooper City Hall: And they do stick out like sore thumbs In fact I was only supporting really a 12 foot limit, not even 13 feet and I think it's in what we're trying to do is keep Cooper city within the character that.

642

01:42:35.220 --> 01:42:35.880

Cooper City Hall: That it is.

643

01:42:37.980 --> 01:42:50.130

Cooper City Hall: And I don't feel like you're single doubt this is just i'm there's there's lots of votes is just the five o'clock meeting, nobody not 20 people knew about it, probably would have came but.

644

01:42:52.410 --> 01:42:59.400

Cooper City Hall: we're not getting more restricted for sure you can no rational you're not we're not getting we're going from 10 to 13 which is, which is fairly substantial.

645

01:43:01.290 --> 01:43:10.740

Cooper City Hall: And I hope you can appreciate that yeah yeah and I don't just don't piss off your neighbors and don't give out your address, when you stand up i'm just you know, want to let it know that that.

646

01:43:11.490 --> 01:43:17.820

Cooper City Hall: I came to Cooper city, because I didn't want to be in a homeowner's association I just don't want it to get to that point.

647

01:43:18.270 --> 01:43:25.680

Cooper City Hall: And to your point again, obviously I want the city, not to look like places in Miami, but I wanted to look like a nice city, but.

648

01:43:26.130 --> 01:43:32.280

Cooper City Hall: I think it's a little bit much so, Commissioner Green said, you know ignorance is no is no.

649

01:43:33.120 --> 01:43:43.110

Cooper City Hall: exception acceptance, but and that's that's part of it, the rest of the story is the city is getting more in tune with making sure the residents understand.

650

01:43:43.950 --> 01:43:54.000

Cooper City Hall: What is required of them i'm the way of this code and others as well, so you're going to see you're going to see a media blitz, hopefully, in the next few months.

651

01:43:54.990 --> 01:44:09.150

Cooper City Hall: From the city to the residents directly letting you all know what what is allowed and what's not allowed because, again, you know just ignorance is not it's not an excuse for not complying that's falls on us, let me ask Jason was just your your the boat person.

652

01:44:11.640 --> 01:44:13.050

Cooper City Hall: So they have I guess.

653

01:44:16.530 --> 01:44:17.820

Cooper City Hall: Whatever these towers.

654

01:44:20.070 --> 01:44:27.810

Cooper City Hall: Is there a way to to i'll admit what's the average was the height come on that because, to be honest with you this, the boat towers don't bother me much.

655

01:44:28.170 --> 01:44:33.780

Cooper City Hall: I actually think they look better without a cover because you you, you see through it's just a couple Poles, you know.

656

01:44:34.590 --> 01:44:45.030

Cooper City Hall: where's the balance on that because i'm going to it's certainly different than having you know, a small tower sticking up where's the massive, it is not very much versus having a 15 foot.

657

01:44:46.050 --> 01:44:46.650

Cooper City Hall: conversation.



658

01:44:48.870 --> 01:44:50.640

Cooper City Hall: We could actually got into.

659

01:44:52.260 --> 01:45:03.600

Cooper City Hall: The requirements of on a boat versus an rv that covering can make it a larger is because you're increasing the master cover on a boat already has that.

660

01:45:05.370 --> 01:45:07.770

Cooper City Hall: I mean, as far as when you get into the to the towers and.

661

01:45:10.320 --> 01:45:15.390

Cooper City Hall: Gentlemen, if we could, if we could allow for the this gentleman to speak you're coming through.

662

01:45:16.920 --> 01:45:18.120

Cooper City Hall: I mean all of those.

663

01:45:21.510 --> 01:45:28.740

Cooper City Hall: are usually made where they do fold down just because of transportation clearances to pass under trees and limbs and lights and things like that.

664

01:45:29.490 --> 01:45:35.820

Cooper City Hall: So anybody with a crow's nest a second station up top it should be fold down if it's on the trailer period now.

665

01:45:36.150 --> 01:45:46.950

Cooper City Hall: Keeping it on the side of the House if we don't have that height requirement, they could be folded up and you may be looking at a total height of 16 feet that may be visible above your roof line so it's a balance.

666

01:45:48.240 --> 01:45:51.150

Cooper City Hall: got to tell the wife, you need a new boat that folds.

667

01:45:52.800 --> 01:45:54.930

Cooper City Hall: Thank you, Mr Brett rosenberg.

668

01:45:58.800 --> 01:46:02.880

Cooper City Hall: For starters you've never been to a Commission meeting so you don't speak out of line.

669

01:46:03.900 --> 01:46:06.630

Cooper City Hall: Number two, I was told that this Commission meeting was.

670

01:46:07.020 --> 01:46:12.030

Cooper City Hall: This workshop was about commercial vehicles and boats out in the driveways out in the front of the House.

671

01:46:12.270 --> 01:46:23.700

Cooper City Hall: Not behind the House because be honest with you behind the House is none of your business out of sight out of mind now let's get to business, you want to enforce the code and start about changing code why don't you enforce it.

672

01:46:24.150 --> 01:46:31.020

Cooper City Hall: How many times in the last five weeks if I reached out to mayor great Ross in regarding to a school bus i'm 52nd street.

673

01:46:31.440 --> 01:46:39.240

Cooper City Hall: And let me guess you give them 24 hours, but then after that the bus is gone, then they come back a week later 24 hours, the bus is gone.

674

01:46:39.480 --> 01:46:50.010

Cooper City Hall: A week later and it's a repeat offense what happened to being given ticket books and give me the issuing citations on the spot, but yet you talk about it, and it would matter of fact we're after mark.

675

01:46:51.060 --> 01:46:53.130

Cooper City Hall: Do you have for writing course, not for sure that.

676

01:46:54.720 --> 01:46:56.520

Cooper City Hall: You have for officers on staff.

677

01:46:58.200 --> 01:47:04.230

Cooper City Hall: Right relax yeah I do have a question about that the boss, how do we get that what's up with the bus does that fall under anything.

678

01:47:05.310 --> 01:47:06.690

Cooper City Hall: there's a bus by his house.

679

01:47:07.380 --> 01:47:09.900

Cooper City Hall: Okay, well, no it's basically at the end of the day, I mean.

680

01:47:10.140 --> 01:47:15.660

Cooper City Hall: We here i've been coming to these Commission meetings blah blah blah for years to hear the same excuses.

681

01:47:15.810 --> 01:47:23.040

Cooper City Hall: it's not your fault, because you're new here because he's been here for a while Okay, and I don't blame Captain Chris either because he's doing an excellent job.

682

01:47:23.250 --> 01:47:27.840

Cooper City Hall: But this all faults falls under the Rings of Captain case and until the.

683

01:47:28.020 --> 01:47:35.520

Cooper City Hall: till dusk till there's a change in command and a change in people we're going to have the same nonsense in the city because it's selective enforcement.

684

01:47:35.610 --> 01:47:41.670

Cooper City Hall: You enforce what you want, go right out here on the sidewalk and you see the pressure planning on the sidewalk it's nasty.

685

01:47:41.790 --> 01:47:51.810

Cooper City Hall: But you're going to tell me, I have to pressure clean mine and go around everybody else's and it's not you make a rule you make it fair for everybody, not one person I even suggested to them months ago.

686

01:47:52.170 --> 01:48:01.740

Cooper City Hall: Making a nominal meeting make an anonymous mountain city put on the board you decide what you'd be pressure clean, instead of just hitting everybody with citations.

687

01:48:02.100 --> 01:48:15.540

Cooper City Hall: If it's a responsibility, let people know, but you just you basically selectively in time so, by the way, are you Joe son Okay, thank you, Mr rosenberg and I, and I we.

688

01:48:16.740 --> 01:48:30.420

Cooper City Hall: This rosenberg We appreciate, we appreciate your past your passion and your concern duly noted, you know I think I think the intent of the Commission and the city is that we do a better job consistently across the board, so we do hear you.

689

01:48:31.800 --> 01:48:42.000

Cooper City Hall: much about the bus I did, there is a yellow bus by his house like couple doors down like a school bus on what does that 50 seconds or 15 seconds.

690

01:48:44.070 --> 01:48:57.030

Cooper City Hall: yeah just ISA nine yes, it does that fall, I mean we make sure we got that covered is that not allowed, do we have an ordinance to say no to the bus it's a yellow school bus that's like looks like a bunch of hippies bought it.

691

01:49:00.720 --> 01:49:04.050

Cooper City Hall: Well okay all right, so he he's.

692

01:49:08.070 --> 01:49:08.730

Cooper City Hall: proven.

693

01:49:11.400 --> 01:49:18.540

Cooper City Hall: Mister Mister Mister Mister rosenberg list rosenberg Thank you, Sir, we appreciate that.

694

01:49:20.130 --> 01:49:23.460

Cooper City Hall: hey you should tell Greg you should have been here, ladies and gentlemen.

695

01:49:25.200 --> 01:49:34.620

Cooper City Hall: Okay, thank you, thank you, Mr rosenberg so the guys going to convert the guest he's going to convert the bus and to an rv, how do we prevent that she looks like a bus to me.

696

01:49:36.330 --> 01:49:43.980

Cooper City Hall: When I want to make sure they don't need an ordinance change or something, because we need to get figure out what's going on, I don't think anybody here understands exactly with what.

697

01:49:46.680 --> 01:49:51.690

Cooper City Hall: i'll tell you what it looks like it looks like it's a yellow school bus like your kids would ride to school on.

698

01:49:53.550 --> 01:49:56.280

Cooper City Hall: it's got a double deck now yeah.

699

01:49:58.560 --> 01:49:59.400

Cooper City Hall: Okay, all right.

700

01:50:02.970 --> 01:50:05.670

Cooper City Hall: Do are there Okay, so an rv rule.

701

01:50:06.750 --> 01:50:09.930

Cooper City Hall: Of do we define it well enough to make it not a homemade rv.

702

01:50:13.020 --> 01:50:13.380

Cooper City Hall: Okay.

703

01:50:14.580 --> 01:50:18.630

Cooper City Hall: All right, so the code covers that we're not Okay, so you can't make yourself an rv.

704

01:50:21.000 --> 01:50:21.330

Cooper City Hall: Thank you.

705

01:50:26.580 --> 01:50:29.340

Cooper City Hall: folks, I think, and this is an excellent.

706

01:50:30.240 --> 01:50:33.900

Cooper City Hall: Point where to start and to say to everyone here.

707

01:50:34.230 --> 01:50:46.380

Cooper City Hall: And those that may be watching that whenever you're going to come into City Hall, the expectation that you should have of yourselves and that you should have of us and that we should have a one another, is that we are going to.

708

01:50:46.920 --> 01:50:53.970

Cooper City Hall: function with some level of decorum and some level of civility and some level of respect for one another.

709

01:50:55.020 --> 01:51:07.470



Cooper City Hall: And that is not, and that is unacceptable, and so we all need to hold ourselves to a higher standard and so with That being said, we have one other person that wanted to speak, Mr James curran.

710

01:51:13.590 --> 01:51:23.400

Cooper City Hall: I can see both sides of this in memory of Greg not being here um I think the registration is probably the most important piece that we're missing right now.

711

01:51:23.880 --> 01:51:28.980

Cooper City Hall: When you move to Cooper city and you turn on your water, you should be giving a boat motor home or trailer.

712

01:51:29.730 --> 01:51:40.020

Cooper City Hall: packet that tells you what you can, and you can have that gentlemen six years here and didn't know we can have a boat the gentleman that bought a bigger motorhome that no that's on us or on you.

713

01:51:41.100 --> 01:51:42.180

Cooper City Hall: Education first.

714

01:51:44.790 --> 01:51:49.590

Cooper City Hall: The the idea of taking boats to 13 or 15 feet taller than some people's homes.

715

01:51:50.670 --> 01:51:58.650

Cooper City Hall: The the neighbor next to me if I own a boat may not be all in favor of me having a boat wedge between his yard in mind.

716

01:52:00.030 --> 01:52:08.610

Cooper City Hall: The biggest thing I think going forward maybe is the \$50 a year registration fee that outlines, because this is what it does.

717

01:52:08.940 --> 01:52:15.060

Cooper City Hall: First of all, it puts on notice on the city what size both motorhome and the size various you guys are going to pass that's on you.

718

01:52:15.480 --> 01:52:27.180

Cooper City Hall: But it puts on notice to everybody was there and it also gives Code, the right to inspect the vote if you change boats during the year but didn't update your registration.

719

01:52:27.810 --> 01:52:38.430

Cooper City Hall: Not the nominal fee, but they should have to come in and reregister their new boat or motorhome with the city, the registration fee that \$50 thing.

720

01:52:39.240 --> 01:52:47.430

Cooper City Hall: That anybody is buying tuna boats right now the \$50 registration fee when it goes into administration and what they've got to do and tracked it.

721

01:52:48.150 --> 01:52:56.040

Cooper City Hall: That would take care of it, you should also set up a number where Mr melodic can call up and say i'll have my motor home at the House.

722

01:52:56.460 --> 01:53:06.690

Cooper City Hall: Wednesday, Thursday, Friday going on a trip, then I talk to anybody, you have it, they pick up the phone it's there it's in a text or whatever it is the last thing.

723

01:53:07.950 --> 01:53:18.030

Cooper City Hall: You should have a workshop at the rv lot, so the residents can see the difference between 10 1213 and 15 feet Thank you all have a great day.

724

01:53:19.230 --> 01:53:26.160

Cooper City Hall: Thank you, Mr Kern is there anybody else in here that has not spoken that would like to speak at this time.

725

01:53:30.750 --> 01:53:33.210

Cooper City Hall: Is there anything further from our Commission.

726

01:53:34.830 --> 01:53:41.880

Cooper City Hall: Ladies and gentlemen, thank you so much for being a part of the workshop gentlemen, you all were phenomenal is there a motion to adjourn this meeting.

727

01:53:42.960 --> 01:53:45.810

Cooper City Hall: meeting is adjourned take care, ladies and gentlemen, have a wonderful evening.





**CITY COMMISSION  
STAFF REPORT**

**DEPARTMENT:** Law Enforcement, BSO (Capt. De Giovanni)

**DATE:** April 30, 2024

**SUBJECT:** Motion to approve the Automated License Plate Reader & Equipment Expansion Program (ARPA) – **BSO Police**

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends the approval of the ALPR / Equipment Expansion Program as prepared and presented. This project is within the parameters set forth by commission consensus via the unanimous approval of the amended ARPA budget on April 9, 2024.

**BACKGROUND OF ITEM:**

The City of Cooper City approved a four-phased technology plan for public safety, which was originally presented to the city commission by BSO (Capt. De Giovanni) in October of 2021. The first phase of the plan was to install strategically placed ALPRs throughout the city. On November 30, 2021, the city commission approved the initial ALPR project. However, at the time, FDOT (District 4) would not allow the installation of law enforcement surveillance equipment within their right-of-way (ROW). For that reason, the finalized ALPR project did not include key city locations that were identified as a FDOT ROW. Effective July 1, 2023, HB1305 paved a path to formalize a permitting process for ALPRs within FDOT ROW.<sup>1</sup>

In addition, since the launch of the city’s very own Real-Time Crime Center (RTCC), the city’s law enforcement team has identified a few additional sites which would benefit the overall grid.

To recap, ALPRS have real-time benefits, historical benefits, and aid intelligence-based policing or what is called predictive policing. City governments that have invested in ALPRS, which can be strategically placed throughout the city, have experienced a drastic reduction in crime while simultaneously increasing the solvability rate of crimes that may occur. This is largely since ALPRS are a versatile technology that offer real-time alerts to public safety officers to warn of:

- Stolen vehicles
- Wanted / felonious persons
- Missing / Endangered persons

<sup>1</sup> [House Bill 1305 \(2023\) - The Florida Senate \(flsenate.gov\)](https://www.flsenate.gov/bills/2023/1305)

Statistically, criminals are apt to utilize stolen vehicles to enter cities and commit crime, to include overnight burglaries. With the deployment of strategically placed ALPRS, on-duty public safety officers would be alerted real-time if / when a stolen vehicle entered Cooper City; thereby allowing law enforcement ability to set well-informed perimeters and work to proactively locate and apprehend offenders before, or shortly after, they commit a crime.

Further, ALPRS have historical benefits. For example, if a suspect(s) committed crime in the city of Cooper City and was not in a stolen vehicle, there would now be a “data mine” in place to query for otherwise unavailable investigative leads. In addition, the historical data collected by the ALPRS can strengthen criminal investigations by helping to correlate vehicle location with other evidence, such as suspect or witness statements, phone data, social media posts, etc. to help investigators corroborate facts over non-facts. Studies have shown most of the crime is committed by a small percentage of offenders, so the ability to create strong criminal cases ensures dangerous and felonious suspects are not released, and able to reoffend, for lack of evidence or insufficient evidence that does not dispel reasonable doubt. Further, ALPRS aid intelligence-led policing by helping law enforcement to look for predictive patterns of crime and activity. Predictive policing aids in responsible resource deployment and crime prevention.

Lastly, it is important to note that since the launch of the City’s RTCC, which includes the ALPR grid, the public safety team has effectively investigated over (140) cases of varying kind, to include the arresting of (44) individuals; most of whom were entering the city in / with stolen vehicles / tags. Expanding the ALPR grid will further our ability to apprehend offenders.

**ANALYSIS:**

The recommended ALPR expansion will enhance the strategic grid within the city. In short, the law enforcement team recommends installing a total of (21) cameras at the following intersections:<sup>2</sup>

- Griffin & Flamingo S/B; Griffin & Flamingo E/B – *FDOT ROW*
- Griffin & Pine Island W/B – *SFMWD ROW*
- Griffin & SW 87<sup>th</sup> Ave N/S
- Stirling & Pine Island W/B
- Stirling & SW 116<sup>th</sup> Ave N/B
- Sheridan & Flamingo N/B

These locations have been selected based on past crime trends, city geography, and currently maintained city power sources, which helps to reduce installation cost(s). The public safety team worked with Vetted Security Solutions (VSS) to conduct site surveys at each of the proposed locations to obtain accurate quotes based on the field walkthrough(s). VSS was the city’s prior approved vendor that assisted in the realization of the four-phased technology plan, to include the construction of the RTCC. An extended warranty (five years) is included in the proposal.

FDOT’s permitting process must be renewed every five years, and the city would be required to remove the equipment within thirty days upon notification / need, e.g., a roadway construction

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<sup>2</sup> Each site is recommended to have (2) L5F ALPRs and (1) Avigilon multi-sensor.

project where the equipment would be in the project path (FDOT permit rules attached). The current FDOT project on Griffin Rd is due for completion early 2025 and should have no impact.<sup>3</sup>

**STRATEGIC PLAN:**

The City of Cooper City identified proactive public safety as a key priority in its 2022-2027 strategic plan. The proposed ALPA / equipment expansion project aligns with this priority, as well as the related performance measures / objectives.

**PROCUREMENT:**

VSS works with Millenium Products Inc. to provide all equipment through a GSA, federal supply contract (#GS-07F-0031W). The GSA Schedule [also referred to as Multiple Award Schedule (MAS) and Federal Supply Schedule] is a long-term government wide contract with commercial firms providing federal, state, and local government buyers access to commercial products and services at volume discount pricing. It is a cooperative purchasing contract, allowing state and local governments to benefit from the federal rates.

**FISCAL IMPACT:**

The total cost for the proposed sites is \$286,481.93 (see attached itemized quotes), which does not include permitting, meter, CLK or related fees. However, the estimated cost of permitting fees, FPL meter(s), CLK and other related costs, e.g., city pump repair, if needed, would be within the overall approved budget, i.e. less than \$20,000, and therefore would be within the city manager’s threshold to approve as a change order, as needed.

The overall project is divided into three quotes to account for the varying permitting / ROW processes, i.e., breaking down the project into separate PO’s based on FDOT, SFWMD, City ROW. The approved budget through ARPA to fund this expansion project, and associated costs, was \$306,759.93, leaving \$20,278 to absorb the aforementioned.

Lastly, there is a *recurring cost* associated with the ALPR expansion project that would be captured in the city’s FY25/26 law enforcement budget: \$275 CLK fee per ALPR camera, annually, which amounts to \$3850; plus, each site requires a SIM card at the current government rate of \$36.05 per month, i.e., \$432.60 per site annually, which would reflect in the FY24/25 budget.<sup>4</sup>

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>
110-160-564320-519-APLPR	\$315,198	\$286,481.93	\$20,278

**ATTACHMENTS:**

1. Millenium Products Inc. GSA Quote #0-9726
2. Millenium Products Inc. GSA Quote #0-9748
3. Millenium Products Inc. GSA Quote #0-9749
4. <https://milleniumproducts.net/gsa-advantage-info/>
5. Contract: GS-07F-0031W-M0113\_FSS-Pricelist (02-06-2024)

<sup>3</sup> [https://www.d4fdot.com/bcfdot/state\\_road\\_818\\_griffin\\_road\\_resurfacing\\_project.asp](https://www.d4fdot.com/bcfdot/state_road_818_griffin_road_resurfacing_project.asp)

<sup>4</sup> The first year of the Motorola CLK fee is included, which is why the FY25/26 would be the first budget impacted by the recurring cost of these specific sites. The SIM cards are not included, which is why the FY24/25 budget is noted.

- 6. HB1305 and FDOT LPR documents (PDF)
- 7. E4W49 Griffin Road Resurfacing\_Project Flyer
- 8. Cooper City LPR-CCTV Site Survey Expansion Project (04-12-24)

Workflow History <span style="float: right;">^</span>			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Budget	04/16/24 11:52 AM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to City Clerk	04/16/24 01:04 PM
	<i>Well, the budgeted amount listed on the staff report is the REMAINING budget of the original \$315,198 since we've spent \$8,438.12 this year already. But I suppose that is ok since the bottom line if we have enough money remaining in the budget for this proposal. It's ok.</i>		
Allen, Tedra	Assigned to City Clerk	Route to Attorney	04/16/24 02:21 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	04/17/24 08:36 AM
Allen, Tedra	Assigned to City Manager	Return to Original Submitter	04/17/24 03:15 PM
Allen, Tedra	Returned to Original Submitter by City Manager	Route to City Clerk	04/19/24 01:06 PM
Allen, Tedra	Assigned to City Clerk	Route to Purchasing	04/19/24 01:07 PM
Dodgen, Brandon	Assigned to Purchasing	COMPLETE: Forward to City Clerk	04/19/24 01:07 PM
Allen, Tedra	Assigned to City Clerk	Route to City Manager	04/22/24 01:37 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	04/22/24 01:38 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/22/24 02:02 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/22/24 03:51 PM





**Millenium Products, Inc.**

3131 Morris St. N.  
 Saint Petersburg, FL 33713  
**Office Phone:** 888-901-7430  
**Fax:** 801-469-7778  
 gsa@milleniumproducts.net

**Purchaser:** Chris De Giovanni  
**Purchaser Phone Number:** 954-432-9000  
**Purchaser Email:** christopher\_degiovanni@sheriff.org

**Quote Name:** City of Cooper City (FL) - Fixed LPR Expansion GSA  
**Quote #:** Q-09726-5  
**Job Number:** 9364

UEI # H1HSJPFM78R5  
 Federal ID # 86-1159194  
 CAGE # 3DNW8  
 DUNS # 102694671

**Date:** 4/12/2024  
**Expires On:** 6/14/2024

**GS-07F-0031W:** Surveillance Equipment, Light Towers, Traffic Safety Equipment

**GSA Purchase Orders must indicate the GSA contract number in order to receive pricing on this quote.**

For Further details about Cooperative Purchasing and Disaster Purchasing programs, please contact us or refer to a GSA Multiple Award Schedule information at <https://www.gsa.gov/buy-through-us/purchasing-programs/multiple-award-schedule>.

**Orders received not indicating a GSA contract number can be accepted at our Commercial Price List only.**

**Your governmental agency is eligible for the following GSA pricing on GSA Contact:334220 / GS-07F-0031W**

**Ship To**  
 City of Cooper City (FL)  
 9090 SW 50th Place  
 Cooper City, FL 33328  
 USA

**Bill To**  
 City of Cooper City (FL)  
 Accounts Payable  
 9090 SW 50th Place  
 Cooper City, FL 33328  
 USA

SALESPERSON	Phone Number	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Lori Hipskind	(888) 901-7430	lhipskind@milleniumproducts.net	Ground	Net 30

Griffin Road at Flamingo Road capturing  
 SB

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	GSA-VSS-HYBRID-MAIN	Vetted Hybrid Main •NEMA Powder Coated Aluminum Enclosure - BBA-1 - (H) 20.625" x (W) 17.5" x (D) 12" •Supports 120VAC power •Rugged PC with Windows OS (i7) and 250GB SSD for LPR included. (LPR software license sold separately) •NVR not Included •4G/5G Capable Modem •VVT Ready •Ensure NVR meets Camera Loadout storage requirements and customer expectations	334220	GS-07F-0031W	\$6,487.25	\$6,487.25	\$6,487.25

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	GSA-VSS-ENC-BRKT	Vetted NEMA Enclosure Mounting Bracket, For use with VSS-LPR-MAIN	334220	GS-07F-0031W	\$229.74	\$229.74	\$229.74
1.00	GSA-VSF-025-L5F	L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable	334220	GS-07F-0031W	\$6,495.00	\$6,495.00	\$6,495.00
1.00	GSA-VSF-035-L5F	L5F Fixed LPR Camera with Sun Shield - 35mm Lens with Camera Cable	334220	GS-07F-0031W	\$6,495.00	\$6,495.00	\$6,495.00
2.00	GSA-VSS-SL	Per System License for Mobile or Fixed LPR (License Plate Reader) System	334220	GS-07F-0031W	\$881.61	\$881.61	\$1,763.22
2.00	GSA-VSS-CL4	Basic Service License for 60+ Cameras	334220	GS-07F-0031W	\$277.08	\$277.08	\$554.16
1.00	GSA-20C-H5A-4MH	4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	334220	GS-07F-0031W	\$2,242.17	\$2,242.17	\$2,242.17
1.00	GSA-H5AMH-AD-PEND1	Outdoor pendant mount adapter, must order one of WLMT-1001 or NPTA-1001 and one of H5AMH-DO-COVR1 or H5AMHDO-COVR1-SMOKE	334220	GS-07F-0031W	\$162.11	\$162.11	\$162.11
1.00	GSA-H5AMH-DO-COVR1	Dome bubble and cover, for outdoor surface mount or pendant mount, clear	334220	GS-07F-0031W	\$162.11	\$162.11	\$162.11
1.00	GSA-WLMT-1001	Pendant wall arm adapter, for use with H5AMH-AD-PEND1	334220	GS-07F-0031W	\$98.68	\$98.68	\$98.68
1.00	GSA-VSS-H4AMH-AD-IRIL1	Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	334220	GS-07F-0031W	\$243.41	\$243.41	\$243.41
1.00	GSA-PLMT-1001	Aluminum pole mounting bracket, compatible with WLMT-1001	334220	GS-07F-0031W	\$89.62	\$89.62	\$89.62
1.00	Open Market	INJ-C201G-bt-24-T Industrial Gigabit PoE++ Injector			\$397.00	\$397.00	\$397.00
1.00	GSA-ACC7-ENT	ACC 7 Enterprise camera channel	334220	GS-07F-0031W	\$257.47	\$257.47	\$257.47
1.00	GSA-VSS-ROI-04	Fixed LPR Installation Per Pole	334220	GS-07F-0031W	\$2,310.40	\$2,310.40	\$2,310.40
39.73	GSA-VSS-ROI-07	Vetted Installation Technician (Per Hour) Provide a step down transformer and a 480 disconnect. -Provide wind calculations for the pole. -One Site Walk, 811 Locates, Creation of Electrical Drawings, Permit application, Compilation of all permit documents, Permit packet submission, & City Inspection meetings. City Permit Fee's NOT INCLUDED	334220	GS-07F-0031W	\$125.00	\$125.00	\$4,966.25
2.00	GSA - Shipping	Shipping			\$95.00	\$95.00	\$190.00
1.00	Open Market VSS-SSD-4TB	4TB 2.5" Internal Solid State Drive			\$433.32	\$433.32	\$433.32

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	GSA-VSS-BB-4C	Vetted 4 Cam Battery Backup BBA-2 - (H) 22.625" x (W) 19.25" x (D) 19.625", Battery Backup Kit for up to 4 Camera Intelligent LPR Enclosures, 2x 50Ah 24VDC Lithium Battery in a 24VDC System, 100Ah Total, For use with Timer applications w/o constant power	334220	GS-07F-0031W	\$4,271.58	\$4,271.58	\$4,271.58
<b>Griffin Road at Flamingo Road capturing SB TOTAL:</b>							<b>\$37,848.49</b>

Griffin Road and SW 87 Ave capturing NB/SB

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	GSA-VSS-HYBRID-MAIN	Vetted Hybrid Main •NEMA Powder Coated Aluminum Enclosure - BBA-1 - (H) 20.625" x (W) 17.5" x (D) 12" •Supports 120VAC power •Rugged PC with Windows OS (i7) and 250GB SSD for LPR included. (LPR software license sold separately) •NVR not Included •4G/5G Capable Modem •VVT Ready •Ensure NVR meets Camera Loadout storage requirements and customer expectations	334220	GS-07F-0031W	\$6,487.25	\$6,487.25	\$6,487.25
1.00	GSA-VSS-ENC-BRKT	Vetted NEMA Enclosure Mounting Bracket, For use with VSS-LPR-MAIN	334220	GS-07F-0031W	\$229.74	\$229.74	\$229.74
2.00	GSA-VSF-025-L5F	L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable	334220	GS-07F-0031W	\$6,495.00	\$6,495.00	\$12,990.00
2.00	GSA-VSS-SL	Per System License for Mobile or Fixed LPR (License Plate Reader) System	334220	GS-07F-0031W	\$881.61	\$881.61	\$1,763.22
2.00	GSA-VSS-CL4	Basic Service License for 60+ Cameras	334220	GS-07F-0031W	\$277.08	\$277.08	\$554.16
1.00	GSA-20C-H5A-4MH	4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	334220	GS-07F-0031W	\$2,242.17	\$2,242.17	\$2,242.17
1.00	GSA-H5AMH-AD-PEND1	Outdoor pendant mount adapter, must order one of WLMT-1001 or NPTA-1001 and one of H5AMH-DO-COVR1 or H5AMHDO-COVR1-SMOKE	334220	GS-07F-0031W	\$162.11	\$162.11	\$162.11
1.00	GSA-H5AMH-DO-COVR1	Dome bubble and cover, for outdoor surface mount or pendant mount, clear	334220	GS-07F-0031W	\$162.11	\$162.11	\$162.11
1.00	GSA-WLMT-1001	Pendant wall arm adapter, for use with H5AMH-AD-PEND1	334220	GS-07F-0031W	\$98.68	\$98.68	\$98.68
1.00	GSA-VSS-H4AMH-AD-IRIL1	Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	334220	GS-07F-0031W	\$243.41	\$243.41	\$243.41
1.00	GSA-PLMT-1001	Aluminum pole mounting bracket, compatible with WLMT-1001	334220	GS-07F-0031W	\$89.62	\$89.62	\$89.62
1.00	GSA-POE60U-1BTE	Gigabit 802.3bt 60 W PoE Injector, single port	334220	GS-07F-0031W	\$143.98	\$143.98	\$143.98
1.00	GSA-ACC7-ENT	ACC 7 Enterprise camera channel	334220	GS-07F-0031W	\$257.47	\$257.47	\$257.47

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	GSA-VSS-ROI-04	Fixed LPR Installation Per Pole	334220	GS-07F-0031W	\$2,310.40	\$2,310.40	\$2,310.40
65.75	GSA-VSS-ROI-07	Vetted Installation Technician (Per Hour) OLM - -Install a new aluminum pole. -Trench approximately 40ft from the panel behind the sign to the pole. -One Site Walk, 811 Locates, Creation of Electrical Drawings, Permit application, Compilation of all permit documents, Permit packet submission, & City Inspection meetings. City Permit Fee's NOT INCLUDED.	334220	GS-07F-0031W	\$125.00	\$125.00	\$8,218.75
2.00	GSA - Shipping	Shipping			\$95.00	\$95.00	\$190.00
1.00	Open Market VSS-SSD-4TB	4TB 2.5" Internal Solid State Drive			\$433.32	\$433.32	\$433.32
<b>Griffin Road and SW 87 Ave capturing NB/ SB TOTAL:</b>							<b>\$36,576.39</b>

Stirling at Pine Island capturing WB

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	GSA-VSS-HYBRID-MAIN	Vetted Hybrid Main •NEMA Powder Coated Aluminum Enclosure - BBA-1 - (H) 20.625" x (W) 17.5" x (D) 12" •Supports 120VAC power •Rugged PC with Windows OS (i7) and 250GB SSD for LPR included. (LPR software license sold separately) •NVR not Included •4G/5G Capable Modem •VVT Ready •Ensure NVR meets Camera Loadout storage requirements and customer expectations	334220	GS-07F-0031W	\$6,487.25	\$6,487.25	\$6,487.25
1.00	GSA-VSS-ENC-BRKT	Vetted NEMA Enclosure Mounting Bracket, For use with VSS-LPR-MAIN	334220	GS-07F-0031W	\$229.74	\$229.74	\$229.74
1.00	GSA-VSF-050-L5F	L5F Fixed LPR Camera with Sun Shield - 50mm Lens with Camera Cable	334220	GS-07F-0031W	\$6,495.00	\$6,495.00	\$6,495.00
1.00	GSA-VSF-035-L5F	L5F Fixed LPR Camera with Sun Shield - 35mm Lens with Camera Cable	334220	GS-07F-0031W	\$6,495.00	\$6,495.00	\$6,495.00
2.00	GSA-VSS-SL	Per System License for Mobile or Fixed LPR (License Plate Reader) System	334220	GS-07F-0031W	\$881.61	\$881.61	\$1,763.22
2.00	GSA-VSS-CL4	Basic Service License for 60+ Cameras	334220	GS-07F-0031W	\$277.08	\$277.08	\$554.16
1.00	GSA-20C-H5A-4MH	4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	334220	GS-07F-0031W	\$2,242.17	\$2,242.17	\$2,242.17
1.00	GSA-H5AMH-AD-PEND1	Outdoor pendant mount adapter, must order one of WLMT-1001 or NPTA-1001 and one of H5AMH-DO-COVR1 or H5AMHDO-COVR1-SMOKE	334220	GS-07F-0031W	\$162.11	\$162.11	\$162.11
1.00	GSA-H5AMH-DO-COVR1	Dome bubble and cover, for outdoor surface mount or pendant mount, clear	334220	GS-07F-0031W	\$162.11	\$162.11	\$162.11
1.00	GSA-WLMT-1001	Pendant wall arm adapter, for use with H5AMH-AD-PEND1	334220	GS-07F-0031W	\$98.68	\$98.68	\$98.68

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	GSA-VSS-H4AMH-AD-IRIL1	Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	334220	GS-07F-0031W	\$243.41	\$243.41	\$243.41
1.00	GSA-POE60U-1BTE	Gigabit 802.3bt 60 W PoE Injector, single port	334220	GS-07F-0031W	\$143.98	\$143.98	\$143.98
1.00	GSA-ACC7-ENT	ACC 7 Enterprise camera channel	334220	GS-07F-0031W	\$257.47	\$257.47	\$257.47
1.00	GSA-VSS-ROI-04	Fixed LPR Installation Per Pole	334220	GS-07F-0031W	\$2,310.40	\$2,310.40	\$2,310.40
38.57	GSA-VSS-ROI-07	Vetted Installation Technician (Per Hour) - Trench approximately 45ft from the box on the back of the sign to the existing street light pole. -One Site Walk, 811 Locates, Creation of Electrical Drawings, Permit application, Compilation of all permit documents, Permit packet submission, & City Inspection meetings. City Permit Fee's NOT INCLUDED.	334220	GS-07F-0031W	\$125.00	\$125.00	\$4,821.25
2.00	GSA - Shipping	Shipping			\$95.00	\$95.00	\$190.00
1.00	GSA-CRNMT-1001	Aluminum corner mounting bracket, compatible with WLMT-1001	334220	GS-07F-0031W	\$89.62	\$89.62	\$89.62
1.00	Open Market VSS-SSD-4TB	4TB 2.5" Internal Solid State Drive			\$433.32	\$433.32	\$433.32
<b>Stirling at Pine Island capturing WB TOTAL:</b>							<b>\$33,178.89</b>

SW 116 Ave and Stirling Road capturing NB/SB

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	GSA-VSS-HYBRID-MAIN	Vetted Hybrid Main •NEMA Powder Coated Aluminum Enclosure - BBA-1 - (H) 20.625" x (W) 17.5" x (D) 12" •Supports 120VAC power •Rugged PC with Windows OS (i7) and 250GB SSD for LPR included. (LPR software license sold separately) •NVR not Included •4G/5G Capable Modem •VVT Ready •Ensure NVR meets Camera Loadout storage requirements and customer expectations	334220	GS-07F-0031W	\$6,487.25	\$6,487.25	\$6,487.25
1.00	GSA-VSS-ENC-BRKT	Vetted NEMA Enclosure Mounting Bracket, For use with VSS-LPR-MAIN	334220	GS-07F-0031W	\$229.74	\$229.74	\$229.74
2.00	GSA-VSS-SL	Per System License for Mobile or Fixed LPR (License Plate Reader) System	334220	GS-07F-0031W	\$881.61	\$881.61	\$1,763.22
2.00	GSA-VSF-025-L5F	L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable	334220	GS-07F-0031W	\$6,495.00	\$6,495.00	\$12,990.00
2.00	GSA-VSS-CL4	Basic Service License for 60+ Cameras	334220	GS-07F-0031W	\$277.08	\$277.08	\$554.16
1.00	GSA-20C-H5A-4MH	4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	334220	GS-07F-0031W	\$2,242.17	\$2,242.17	\$2,242.17

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	GSA-H5AMH-AD-PEND1	Outdoor pendant mount adapter, must order one of WLMT-1001 or NPPTA-1001 and one of H5AMH-DO-COVR1 or H5AMHDO-COVR1-SMOKE	334220	GS-07F-0031W	\$162.11	\$162.11	\$162.11
1.00	GSA-H5AMH-DO-COVR1	Dome bubble and cover, for outdoor surface mount or pendant mount, clear	334220	GS-07F-0031W	\$162.11	\$162.11	\$162.11
1.00	GSA-WLMT-1001	Pendant wall arm adapter, for use with H5AMH-AD-PEND1	334220	GS-07F-0031W	\$98.68	\$98.68	\$98.68
1.00	GSA-VSS-H4AMH-AD-IRIL1	Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	334220	GS-07F-0031W	\$243.41	\$243.41	\$243.41
1.00	GSA-PLMT-1001	Aluminum pole mounting bracket, compatible with WLMT-1001	334220	GS-07F-0031W	\$89.62	\$89.62	\$89.62
1.00	GSA-POE60U-1BTE	Gigabit 802.3bt 60 W PoE Injector, single port	334220	GS-07F-0031W	\$143.98	\$143.98	\$143.98
1.00	GSA-ACC7-ENT	ACC 7 Enterprise camera channel	334220	GS-07F-0031W	\$257.47	\$257.47	\$257.47
1.00	GSA-VSS-ROI-04	Fixed LPR Installation Per Pole	334220	GS-07F-0031W	\$2,310.40	\$2,310.40	\$2,310.40
55.60	GSA-VSS-ROI-07	Vetted Installation Technician (Per Hour) Install a new aluminum pole. -Trench approximately 10ft from the panel behind the sprinkler box to the pole -One Site Walk, 811 Locates, Creation of Electrical Drawings, Permit application, Compilation of all permit documents, Permit packet submission, & City Inspection meetings. City Permit Fee's NOT INCLUDED	334220	GS-07F-0031W	\$125.00	\$125.00	\$6,950.00
2.00	GSA - Shipping	Shipping			\$95.00	\$95.00	\$190.00
1.00	Open Market VSS-SSD-4TB	4TB 2.5" Internal Solid State Drive			\$433.32	\$433.32	\$433.32
<b>SW 116 Ave and Stirling Road capturing NB/SB TOTAL:</b>							<b>\$35,307.64</b>

Flamingo at Sheridan capturing NB

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	GSA-VSS-HYBRID-MAIN	Vetted Hybrid Main •NEMA Powder Coated Aluminum Enclosure - BBA-1 - (H) 20.625" x (W) 17.5" x (D) 12" •Supports 120VAC power •Rugged PC with Windows OS (i7) and 250GB SSD for LPR included. (LPR software license sold separately) •NVR not Included •4G/5G Capable Modem •VVT Ready •Ensure NVR meets Camera Loadout storage requirements and customer expectations	334220	GS-07F-0031W	\$6,487.25	\$6,487.25	\$6,487.25
1.00	GSA-VSS-ENC-BRKT	Vetted NEMA Enclosure Mounting Bracket, For use with VSS-LPR-MAIN	334220	GS-07F-0031W	\$229.74	\$229.74	\$229.74

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	GSA-VSF-025-L5F	L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable	334220	GS-07F-0031W	\$6,495.00	\$6,495.00	\$6,495.00
1.00	GSA-VSF-035-L5F	L5F Fixed LPR Camera with Sun Shield - 35mm Lens with Camera Cable	334220	GS-07F-0031W	\$6,495.00	\$6,495.00	\$6,495.00
2.00	GSA-VSS-SL	Per System License for Mobile or Fixed LPR (License Plate Reader) System	334220	GS-07F-0031W	\$881.61	\$881.61	\$1,763.22
2.00	GSA-VSS-CL4	Basic Service License for 60+ Cameras	334220	GS-07F-0031W	\$277.08	\$277.08	\$554.16
1.00	GSA-20C-H5A-4MH	4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	334220	GS-07F-0031W	\$2,242.17	\$2,242.17	\$2,242.17
1.00	GSA-H5AMH-AD-PEND1	Outdoor pendant mount adapter, must order one of WLMT-1001 or NPPTA-1001 and one of H5AMH-DO-COVR1 or H5AMHDO-COVR1-SMOKE	334220	GS-07F-0031W	\$162.11	\$162.11	\$162.11
1.00	GSA-H5AMH-DO-COVR1	Dome bubble and cover, for outdoor surface mount or pendant mount, clear	334220	GS-07F-0031W	\$162.11	\$162.11	\$162.11
1.00	GSA-WLMT-1001	Pendant wall arm adapter, for use with H5AMH-AD-PEND1	334220	GS-07F-0031W	\$98.68	\$98.68	\$98.68
1.00	GSA-VSS-H4AMH-AD-IRIL1	Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	334220	GS-07F-0031W	\$243.41	\$243.41	\$243.41
1.00	GSA-PLMT-1001	Aluminum pole mounting bracket, compatible with WLMT-1001	334220	GS-07F-0031W	\$89.62	\$89.62	\$89.62
1.00	GSA-ACC7-ENT	ACC 7 Enterprise camera channel	334220	GS-07F-0031W	\$257.47	\$257.47	\$257.47
1.00	GSA-VSS-ROI-04	Fixed LPR Installation Per Pole	334220	GS-07F-0031W	\$2,310.40	\$2,310.40	\$2,310.40
1.00	MISC-ITEM	INJ-C201G-bt-24-T Industrial Gigabit PoE++ Injector			\$397.50	\$397.50	\$397.50
39.73	GSA-VSS-ROI-07	Vetted Installation Technician (Per Hour) - Provide a step down transformer and a 480 disconnect. -Provide wind calculations for the pole. -One Site Walk, 811 Locates, Creation of Electrical Drawings, Permit application, Compilation of all permit documents, Permit packet submission, & City Inspection meetings. City Permit Fee's NOT INCLUDED. -Wind Calculations	334220	GS-07F-0031W	\$125.00	\$125.00	\$4,966.25
2.00	GSA - Shipping	Shipping			\$95.00	\$95.00	\$190.00
1.00	Open Market VSS-SSD-4TB	4TB 2.5" Internal Solid State Drive			\$433.32	\$433.32	\$433.32
1.00	GSA-VSS-BB-4C	Vetted 4 Cam Battery Backup BBA-2 - (H) 22.625" x (W) 19.25" x (D) 19.625", Battery Backup Kit for up to 4 Camera Intelligent LPR Enclosures, 2x 50Ah 24VDC Lithium Battery in a 24VDC System, 100Ah Total, For use with Timer applications w/o constant power	334220	GS-07F-0031W	\$4,271.58	\$4,271.58	\$4,271.58

**Flamingo at Sheridan capturing NB TOTAL: \$37,848.99**

3-year extended hardware warranty

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
10.00	GSA-CDFS-4HWW	Fixed Camera LPR System - Extended Hardware Warranty - Year 2 through 5, Fixed LPR System LPR hardware component replacement warranty, Applies to 1-Channel hardware system kit, Valid for 4 years from standard warranty expiration	334220	GS-07F-0031W	\$2,100.00	\$2,100.00	\$21,000.00
<b>3-year extended hardware warranty TOTAL:</b>							\$21,000.00

**Project Total: \$201,760.40**

**Scope of Work**

**Notes**

**Terms & Conditions**

1. Client MUST have loading dock (required for full size) or forklift with 8' forks in order to offload most trailer equipment (except ALPR trailers in FL). Client may choose to arrange offloading with a local towing company.
2. For all Investigative Data Platforms & Intelligence Lead Policing Commercial Data subscriptions fees increase annually by 4% each year.
3. CLK fees are shown for budget purposes only. Please DO NOT issue PO to Millenium Products, Inc. for renewals of CLK fees.
4. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Millenium Products, Inc. and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Millenium, Products, Inc. is required to pay any such tax, fee, or charge, Purchaser shall reimburse Millenium Products, Inc. therefore or, in lieu of such payment, Purchaser shall provide Millenium Products, Inc. at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

Signature: \_\_\_\_\_

Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Please sign and email to [gsa@milleniumproducts.net](mailto:gsa@milleniumproducts.net)

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**Fax:** 801-469-7778  
 gsa@milleniumproducts.net

**Purchaser:** Chris De Giovanni  
**Purchaser Phone Number:** 954-432-9000  
**Purchaser Email:** christopher\_degiovanni@sheriff.org

**Quote Name:** City of Cooper City (FL) - Fixed LPR Expansion GSA  
 ( Griffin & Flamingo Road EB )  
**Quote #:** Q-09748-2  
**Job Number:** 9561

UEI # H1HSJPFM78R5  
 Federal ID # 86-1159194  
 CAGE # 3DNW8  
 DUNS # 102694671

**Date:** 4/12/2024  
**Expires On:** 6/12/2024

**GS-07F-0031W:** Surveillance Equipment, Light Towers, Traffic Safety Equipment

**GSA Purchase Orders must indicate the GSA contract number in order to receive pricing on this quote.**  
 For Further details about Cooperative Purchasing and Disaster Purchasing programs, please contact us or refer to a GSA Multiple Award Schedule information at <https://www.gsa.gov/buy-through-us/purchasing-programs/multiple-award-schedule>.  
**Orders received not indicating a GSA contract number can be accepted at our Commercial Price List only.**

**Your governmental agency is eligible for the following GSA pricing on GSA Contact:334220 / GS-07F-0031W**

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 Cooper City, FL 33328  
 USA

**Bill To**  
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 Cooper City, FL 33328  
 USA

SALESPERSON	Phone Number	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Lori Hipskind	(888) 901-7430	lhipskind@milleniumproducts.net	Ground	Net 30

Griffin Road at Flamingo Road capturing  
 EB

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	GSA-VSS-HYBRID-MAIN	Vetted Hybrid Main •NEMA Powder Coated Aluminum Enclosure - BBA-1 - (H) 20.625" x (W) 17.5" x (D) 12" •Supports 120VAC power •Rugged PC with Windows OS (i7) and 250GB SSD for LPR included. (LPR software license sold separately) •NVR not Included •4G/5G Capable Modem •VVT Ready •Ensure NVR meets Camera Loadout storage requirements and customer expectations	334220	GS-07F-0031W	\$6,487.25	\$6,487.25	\$6,487.25

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	GSA-VSS-ENC-BRKT	Vetted NEMA Enclosure Mounting Bracket, For use with VSS-LPR-MAIN	334220	GS-07F-0031W	\$229.74	\$229.74	\$229.74
1.00	GSA-VSF-025-L5F	L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable	334220	GS-07F-0031W	\$6,495.00	\$6,495.00	\$6,495.00
1.00	GSA-VSF-035-L5F	L5F Fixed LPR Camera with Sun Shield - 35mm Lens with Camera Cable	334220	GS-07F-0031W	\$6,495.00	\$6,495.00	\$6,495.00
2.00	GSA-VSS-SL	Per System License for Mobile or Fixed LPR (License Plate Reader) System	334220	GS-07F-0031W	\$881.61	\$881.61	\$1,763.22
2.00	GSA-VSS-CL4	Basic Service License for 60+ Cameras	334220	GS-07F-0031W	\$277.08	\$277.08	\$554.16
1.00	GSA-20C-H5A-4MH	4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	334220	GS-07F-0031W	\$2,242.17	\$2,242.17	\$2,242.17
1.00	GSA-H5AMH-AD-PEND1	Outdoor pendant mount adapter, must order one of WLMT-1001 or NPPTA-1001 and one of H5AMH-DO-COVR1 or H5AMHDO-COVR1-SMOKE	334220	GS-07F-0031W	\$162.11	\$162.11	\$162.11
1.00	GSA-H5AMH-DO-COVR1	Dome bubble and cover, for outdoor surface mount or pendant mount, clear	334220	GS-07F-0031W	\$162.11	\$162.11	\$162.11
1.00	GSA-WLMT-1001	Pendant wall arm adapter, for use with H5AMH-AD-PEND1	334220	GS-07F-0031W	\$98.68	\$98.68	\$98.68
1.00	GSA-VSS-H4AMH-AD-IRIL1	Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	334220	GS-07F-0031W	\$243.41	\$243.41	\$243.41
1.00	GSA-PLMT-1001	Aluminum pole mounting bracket, compatible with WLMT-1001	334220	GS-07F-0031W	\$89.62	\$89.62	\$89.62
1.00	GSA-POE60U-1BTE	Gigabit 802.3bt 60 W PoE Injector, single port	334220	GS-07F-0031W	\$143.98	\$143.98	\$143.98
1.00	GSA-ACC7-ENT	ACC 7 Enterprise camera channel	334220	GS-07F-0031W	\$257.47	\$257.47	\$257.47
1.00	GSA-VSS-ROI-04	Fixed LPR Installation Per Pole	334220	GS-07F-0031W	\$2,310.40	\$2,310.40	\$2,310.40
100.17	GSA-VSS-ROI-07	Vetted Installation Technician (Per Hour) OLM Pour a concrete base and install a TAPCO breakaway pole and base. -Trench approximately 85ft from the panel to the new pole -One Site walk for Engineer, Engineer Drawings, Compilation of permit packet, submission of permit packet, DOT inspection meetings. DOT Fee NOT INCLUDED.	334220	GS-07F-0031W	\$125.00	\$125.00	\$12,521.25
1.00	Open Market VSS-SSD-4TB	4TB 2.5" Internal Solid State Drive			\$433.32	\$433.32	\$433.32
2.00	GSA - Shipping	Shipping			\$95.00	\$95.00	\$190.00
<b>Griffin Road at Flamingo Road capturing EB TOTAL:</b>							<b>\$40,878.89</b>

3-year extended hardware warranty

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
2.00	GSA-CDFS-4HWW	Fixed Camera LPR System - Extended Hardware Warranty - Year 2 through 5, Fixed LPR System LPR hardware component replacement warranty, Applies to 1-Channel hardware system kit, Valid for 4 years from standard warranty expiration	334220	GS-07F-0031W	\$2,100.00	\$2,100.00	\$4,200.00
<b>3-year extended hardware warranty TOTAL:</b>							<b>\$4,200.00</b>

**Project Total: \$45,078.89**

**Scope of Work**

**Notes**

**Terms & Conditions**

1. Client MUST have loading dock (required for full size) or forklift with 8' forks in order to offload most trailer equipment (except ALPR trailers in FL). Client may choose to arrange offloading with a local towing company.
2. For all Investigative Data Platforms & Intelligence Lead Policing Commercial Data subscriptions fees increase annually by 4% each year.
3. CLK fees are shown for budget purposes only. Please DO NOT issue PO to Millenium Products, Inc. for renewals of CLK fees.
4. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Millenium Products, Inc. and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Millenium, Products, Inc. is required to pay any such tax, fee, or charge, Purchaser shall reimburse Millenium Products, Inc. therefore or, in lieu of such payment, Purchaser shall provide Millenium Products, Inc. at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

Signature: \_\_\_\_\_

Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Please sign and email to [gsa@milleniumproducts.net](mailto:gsa@milleniumproducts.net)

**Since 1999 Powerful Solutions Proven Results**  
 Portable Light Towers • Traffic Safety equipment • Surveillance Equipment  
 • License Plate Reader/ALPR Systems • Real-Time Crime Centers

THANK YOU FOR YOUR BUSINESS!



**Millenium Products, Inc.**

3131 Morris St. N.  
 Saint Petersburg, FL 33713  
**Office Phone:** 888-901-7430  
**Fax:** 801-469-7778  
 gsa@milleniumproducts.net

**Purchaser:** Chris De Giovanni  
**Purchaser Phone Number:** 954-432-9000  
**Purchaser Email:** christopher\_degiovanni@sheriff.org

**Quote Name:** City of Cooper City (FL) - Fixed LPR Expansion GSA  
 (8700 Block Griffin Road WB )  
**Quote #:** Q-09749-2  
**Job Number:** 9562

UEI # H1HSJPFM78R5  
 Federal ID # 86-1159194  
 CAGE # 3DNW8  
 DUNS # 102694671

**Date:** 4/12/2024  
**Expires On:** 6/14/2024

**GS-07F-0031W:** Surveillance Equipment, Light Towers, Traffic Safety Equipment

**GSA Purchase Orders must indicate the GSA contract number in order to receive pricing on this quote.**  
 For Further details about Cooperative Purchasing and Disaster Purchasing programs, please contact us or refer to a GSA Multiple Award Schedule information at <https://www.gsa.gov/buy-through-us/purchasing-programs/multiple-award-schedule>.  
**Orders received not indicating a GSA contract number can be accepted at our Commercial Price List only.**

**Your governmental agency is eligible for the following GSA pricing on GSA Contact:334220 / GS-07F-0031W**

**Ship To**  
 City of Cooper City (FL)  
 9090 SW 50th Place  
 Cooper City, FL 33328  
 USA

**Bill To**  
 City of Cooper City (FL)  
 Accounts Payable  
 9090 SW 50th Place  
 Cooper City, FL 33328  
 USA

SALESPERSON	Phone Number	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Lori Hipskind	(888) 901-7430	lhipskind@milleniumproducts.net	Ground	Net 30

8700 Block Griffin Road capturing WB

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	GSA-VSS-HYBRID-MAIN	Vetted Hybrid Main •NEMA Powder Coated Aluminum Enclosure - BBA-1 - (H) 20.625" x (W) 17.5" x (D) 12" •Supports 120VAC power •Rugged PC with Windows OS (i7) and 250GB SSD for LPR included. (LPR software license sold separately) •NVR not Included •4G/5G Capable Modem •VVT Ready •Ensure NVR meets Camera Loadout storage requirements and customer expectations	334220	GS-07F-0031W	\$6,487.25	\$6,487.25	\$6,487.25

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	GSA-VSS-ENC-BRKT	Vetted NEMA Enclosure Mounting Bracket, For use with VSS-LPR-MAIN	334220	GS-07F-0031W	\$229.74	\$229.74	\$229.74
1.00	GSA-VSF-025-L5F	L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable	334220	GS-07F-0031W	\$6,495.00	\$6,495.00	\$6,495.00
1.00	GSA-VSF-035-L5F	L5F Fixed LPR Camera with Sun Shield - 35mm Lens with Camera Cable	334220	GS-07F-0031W	\$6,495.00	\$6,495.00	\$6,495.00
2.00	GSA-VSS-SL	Per System License for Mobile or Fixed LPR (License Plate Reader) System	334220	GS-07F-0031W	\$881.61	\$881.61	\$1,763.22
2.00	GSA-VSS-CL4	Basic Service License for 60+ Cameras	334220	GS-07F-0031W	\$277.08	\$277.08	\$554.16
1.00	GSA-20C-H5A-4MH	4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	334220	GS-07F-0031W	\$2,242.17	\$2,242.17	\$2,242.17
1.00	GSA-H5AMH-AD-PEND1	Outdoor pendant mount adapter, must order one of WLMT-1001 or NPTA-1001 and one of H5AMH-DO-COVR1 or H5AMHDO-COVR1-SMOKE	334220	GS-07F-0031W	\$162.11	\$162.11	\$162.11
1.00	GSA-H5AMH-DO-COVR1	Dome bubble and cover, for outdoor surface mount or pendant mount, clear	334220	GS-07F-0031W	\$162.11	\$162.11	\$162.11
1.00	GSA-WLMT-1001	Pendant wall arm adapter, for use with H5AMH-AD-PEND1	334220	GS-07F-0031W	\$98.68	\$98.68	\$98.68
1.00	GSA-VSS-H4AMH-AD-IRIL1	Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	334220	GS-07F-0031W	\$243.41	\$243.41	\$243.41
1.00	GSA-PLMT-1001	Aluminum pole mounting bracket, compatible with WLMT-1001	334220	GS-07F-0031W	\$89.62	\$89.62	\$89.62
1.00	GSA-POE60U-1BTE	Gigabit 802.3bt 60 W PoE Injector, single port	334220	GS-07F-0031W	\$143.98	\$143.98	\$143.98
1.00	GSA-ACC7-ENT	ACC 7 Enterprise camera channel	334220	GS-07F-0031W	\$257.47	\$257.47	\$257.47
1.00	GSA-VSS-ROI-04	Fixed LPR Installation Per Pole	334220	GS-07F-0031W	\$2,310.40	\$2,310.40	\$2,310.40
56.68	GSA-VSS-ROI-07	Vetted Installation Technician (Per Hour) OLM Install a new aluminum pole. -Trench approximately 15ft from the panel inside the pump box to the pole -One Site Walk, 811 Locates, Creation of Electrical Drawings, Permit application, Compilation of all permit documents, Permit packet submission, & City Inspection meetings. City Permit Fee's NOT INCLUDED	334220	GS-07F-0031W	\$125.00	\$125.00	\$7,085.00
2.00	GSA - Shipping	Shipping			\$95.00	\$95.00	\$190.00
1.00	Open Market VSS-SSD-4TB	4TB 2.5" Internal Solid State Drive			\$433.32	\$433.32	\$433.32
<b>8700 Block Griffin Road capturing WB TOTAL:</b>							<b>\$35,442.64</b>

3-year extended hardware warranty

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
2.00	GSA-CDFS-4HWW	Fixed Camera LPR System - Extended Hardware Warranty - Year 2 through 5, Fixed LPR System LPR hardware component replacement warranty, Applies to 1-Channel hardware system kit, Valid for 4 years from standard warranty expiration	334220	GS-07F-0031W	\$2,100.00	\$2,100.00	\$4,200.00
<b>3-year extended hardware warranty TOTAL:</b>							<b>\$4,200.00</b>

**Project Total: \$39,642.64**

**Scope of Work**

**Notes**

**Terms & Conditions**

1. Client MUST have loading dock (required for full size) or forklift with 8' forks in order to offload most trailer equipment (except ALPR trailers in FL). Client may choose to arrange offloading with a local towing company.
2. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Millenium Products, Inc. and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Millenium, Products, Inc. is required to pay any such tax, fee, or charge, Purchaser shall reimburse Millenium Products, Inc. therefore or, in lieu of such payment, Purchaser shall provide Millenium Products, Inc. at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

**Signature:** \_\_\_\_\_

**Effective Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

Please sign and email to [gsa@milleniumproducts.net](mailto:gsa@milleniumproducts.net)

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 Portable Light Towers • Traffic Safety equipment • Surveillance Equipment  
 • License Plate Reader/ALPR Systems • Real-Time Crime Centers

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**GENERAL SERVICES ADMINISTRATION  
Federal Acquisition Service  
Authorized Federal Supply Schedule FSS Price List**

Online access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA Advantage!®. The website for GSA Advantage!® is: <https://www.GSAAdvantage.gov>.

Schedule Title: Multiple Award Schedule (MAS)

FSC Group:

- Security & Protection/Industrial Products & Services/Transportation & Logistics Services  
FSC/PSC Code: 5820/4240/2540/6260
- Furniture & Furnishings, Industrial Products & Services  
FSC/PSC Code: 9905, 4240

Contract Number: GS-07F-0031W  
Contract Period: October 5, 2009 – October 4, 2024

For more information on ordering go to the following website: <https://www.gsa.gov/schedules>.



**MILLENIUM PRODUCTS, INCORPORATED**

3131 Morris St N.  
Saint Petersburg, FL 33713  
Phone Number: 888-901-7430  
Fax Number: 801-469-7778  
[www.milleniumproducts.net](http://www.milleniumproducts.net)

Contact for contract administration:  
Lori Hipkind ([gsa@milleniumproducts.net](mailto:gsa@milleniumproducts.net))  
Zack Bryan ([info@milleniumproducts.net](mailto:info@milleniumproducts.net))

Business size: Small Business

Current as of Modification Number PA-0113, effective February 6, 2024

Prices Shown Herein are Net (discount deducted)

## CUSTOMER INFORMATION

1a. Table of awarded Special Item Numbers (SINs):

<u>SIN #</u>	<u>SIN Title</u>
334220	Surveillance Systems, Wearable Body Cameras, and Vehicular Video
3361	Law Enforcement and Fire Fighting Vehicles and Attachments
3361V	Vocational Vehicles
335999	Power Distribution Equipment and Solar Energy Solutions
339950	Signs
339999S	Safety Zone Products
ANCILLARY	Ancillary Supplies and Services
OLM	Order-Level Materials (OLM)

1b. Identification of the lowest priced service for each special item number awarded in the contract.

<u>SIN #</u>	<u>Model</u>	<u>Price</u>
334220	AC Conduit run by the foot	\$ 18.15
335999	Engine Block Heater	\$133.22
339950	Additional Power Cord per 1 Foot	\$ 6.57
339999S	Trailer Wiring Adapter 7 Pin RV Style	\$ 57.26
ANCILLARY	Mobile ALPR Cigarette Power Cable	\$302.27

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

**Not applicable**

2. Maximum order for each SIN:

<u>SIN#</u>	<u>MAXIMUM ORDER*</u>
334220	\$ 250,000
3361	\$2,000,000
3361V	\$2,000,000
335999	\$ 250,000
339950	\$ 250,000
339999S	\$ 250,000
ANCILLARY	\$ 250,000
OLM	\$ 250,000

\*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with [FAR 8.404](#).

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3. Minimum order: **\$100**
4. Geographic coverage (delivery area): **Domestic, 48 Contiguous States and Washington, DC and to CONUS port or consolidation point for orders received from overseas activities**
5. Point(s) of production:
  - **Wanco, Arvada, Jefferson County, CO;**
  - **John Thomas, Dixon, Lee County, IL;**
  - **FINDER Software Solutions, Pinellas County, FL;**
  - **Vetted Security Solutions, Pinellas County, FL;**
  - **Vigilant Solutions, Alameda County, CA;**
  - **Avigilon, Plano, Dallas County, TX**
6. Discount from list prices or statement of net price: **Net price (discounts applied)**
7. Quantity discounts: **None**
8. Prompt payment terms: **Net 30 Days**. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
9. Foreign items: **None**
- 10a. Time of delivery: **30 Days ARO except**
  - Vigilant ILP items, enclosures (60 Days ARO)
  - Wanco, Inc. items (60 Days ARO for solar light towers, 45 Days ARO all others)
  - John Thomas items (70 Days ARO)
  - Avigilon items (45 Days ARO)
  - Axis items (45 Days ARO)
  - Vetted Security Solutions items (enclosures 45 Days ARO, trailers 60 Days ARO)
- 10b. Expedited delivery: **Items available for expedited delivery - Contact Contractor**
- 10c. Overnight and 2-day delivery: **Not applicable**
- 10d. Urgent requirements: **See clause I-FSS-1 40-B "Urgent Requirements". Agencies are advised to Contact Millenium's representative (888-901-7430) to arrange for faster delivery when required**
11. F.O.B. point(s): **Origin**
- 12a. Ordering address(es): **Millenium Products, Inc.  
3131 Morris St N.  
Saint Petersburg, FL 33713**
- 12b. Ordering procedures: See Federal Acquisition Regulation(FAR) 8.405-3.
13. Payment address: **Millenium Products, Inc.  
4185 35<sup>th</sup> St. N.  
Petersburg, FL 33714**
14. Warranty provision: **Standard Commercial Warranty**
15. Export packing charges: **Not applicable**

GS-07F-0031W

- 16. Terms and conditions of rental, maintenance, and repair: **Not applicable**
- 17. Terms and conditions of installation: **Not applicable**
- 18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: **Not applicable**
- 18b. Terms and conditions for any other services: **Not applicable**
- 19. List of service and distribution points: **Not applicable**
- 20. List of participating dealers: **Not applicable**
- 21. Preventative maintenance: **Not applicable**
- 22a. Special attributes such as environmental attributes: **Not applicable**
- 22b. Section 508 compliance: **Not applicable**
- 23. Unique Entity Identifier (UEI) number: **H1HSJPFM78R5**
- 24. Notification regarding registration in the System for Award Management (SAM) database.

**Millenium Products, Inc. is registered and active in SAM, CAGE Code: 3DNW8**

**TRAINING:**

- MIL-TR1: Equipment Training: Training 1- one 8 hour Day On-Site Training within 300 Miles (maximum) of St. Petersburg, FL. \$1,821.40/Day**
- VSS-TR: End User Training-LPR..... \$1,511.34**

SIN/SIN(s) PROPOSED	MANUFACTURER NAME	VENDOR PART NO (if applicable)	PRODUCT NAME	OFFERED TO GSA (including IFF)
334220	Avigilon	12C-H5A-4MH	H5A Multisensor 4x3MP 360 Degree	\$ 1,944.17
334220	Avigilon	15C-H5A-3MH	H5A Multisensor 3x5MP 270 Degree	\$ 1,874.22
334220	Avigilon	20C-H5A-4MH	H5A Multisensor 4x5MP 360 Degree	\$ 2,242.71
334220	Avigilon	24C-H5A-3MH	H5A Multisensor 3x8MP 270 Degree	\$ 2,156.49
334220	Avigilon	32C-H5A-4MH	H5A Multisensor 4x8MP 360 Degree	\$ 2,575.42
334220	Avigilon	9C-H5A-3MH	H5A Multisensor 3x3MP 270 Degree	\$ 1,668.41
334220	Avigilon	ACC7-ENT	ACC 7 Enterprise camera channel	\$ 257.47
334220	Avigilon	ACC7-ENT-FO	ACC 7 ENT failover channel	\$ 39.95
334220	Avigilon	ACC-ENT-SMART-1YR	ACC Enterprise Smart Plan, 1 year	\$ 26.12
334220	Avigilon	ACC-ENT-SMART-3YR	ACC Enterprise Smart Plan, 3 year	\$ 56.57
334220	Avigilon	ACC-ENT-SMART-5YR	ACC Enterprise Smart Plan, 5 year	\$ 87.04
334220	Avigilon	CLPNL-1001	Metal ceiling panel	\$ 89.62
334220	Avigilon	CRNMT-1001	Corner Mount Adapter	\$ 89.62
334220	Avigilon	H5AMH-AD-DOME1	Outdoor surface mount adapter	\$ 162.11
334220	Avigilon	H5AMH-AD-PEND1	Outdoor pendant mount adapter	\$ 162.11
334220	Avigilon	H5AMH-DC-COVR1	Dome bubble & cover, for in-ceiling	\$ 71.57
334220	Avigilon	H5AMH-DO-COVR1	Dome bubble & cover for outdoor surface	\$ 162.11
334220	Avigilon	H5M-MT-DCIL1	In-ceiling mount adapter	\$ 28.79
334220	Avigilon	NPTA-1001	NPT Adapter for Large Pendant Mount Cam	\$ 53.42
334220	Avigilon	PLMT-1001	Pole Mount Adapter	\$ 89.62
334220	Avigilon	POE60U-1BTE	PoE Injector	\$ 143.98
334220	Avigilon	POE-INJ2-60W-NA	PoE Injector 60W for use with IR Ring	\$ 143.98
334220	Avigilon	POE-INJ2-PLUS-NA	PoE Injector +	\$ 71.99
334220	Avigilon	PS-180W-ENVR1-8P	Power Supply for ES 8-Port Appliance 180	\$ 126.95
334220	Avigilon	VMA-ENVR1-8P4A-NA	ACC ES ES 8-Port Appliance; 4TB	\$ 1,521.73
334220	Avigilon	VMA-RPA-RGD-8P2	ACC ES Rugged 8-Port Appliance, 2TB	\$ 5,087.49
334220	Avigilon	VMA-RPA-RGD-8P4	ACC ES Rugged 8-Port Appliance, 4TB	\$ 6,719.32
334220	Avigilon	VSS-12.0-H4F-DO1-IR	12MP Fisheye Camera D/N IR	\$ 849.37
334220	Avigilon	VSS-16L-H4PRO-B	5K 16 MP H.264 HD Pro with LightCatcher	\$ 5,531.94
334220	Avigilon	VSS-2.0C-H4IRPTZ-DP30-WP	2MP H4 IR PTZ with Wiper 30X Camera 250	\$ 2,600.01
334220	Avigilon	VSS-3.0C-H4VI-RO1-IR	3.0 MP, H4 Video Intercom, WDR, IR	\$ 848.23
334220	Avigilon	VSS-3.0C-H5SL-DO1-IR	3 MP WDR LightCatcher D/N Outdoor IR	\$ 452.39
334220	Avigilon	VSS-4.0C-H5A-B3	4 MP WDR LIGHTCATCHER D/N	\$ 805.04
334220	Avigilon	VSS-4.0C-H5A-D2	4 MP WDR LIGHTCATCHER D/N	\$ 805.04
334220	Avigilon	VSS-ES-HD-CWS-LG	Large Format Enclosure Avigilon HD IP	\$ 368.80
334220	Avigilon	VSS-ES-HD-IPM	Optional PoE+ power module for Cam Encl	\$ 173.33
334220	Avigilon	VSS-ES-HD-MNT-PAR	Pedestal & Ceiling Mount for Cameras	\$ 81.14
334220	Avigilon	VSS-H4AMH-AD-IRIL1	Optional IR illuminator ring, up to 30m	\$ 243.41
334220	Avigilon	VSS-HD-RMWS4-4MN-NA	Pro Remote Monitoring Workstation	\$ 2,563.13
334220	Avigilon	VSS-LEF247028TA2	Tamron 24-70, f-2.8, Gen 2, Auto-Iris, V	\$ 1,658.84
334220	Avigilon	VSS-VMA-AIA1-CG2-NA	Avigilon AI Appliance A20 Model, NA	\$ 17,514.12
334220	Avigilon	WLMT-1001	Wall Mount for large pendant camera	\$ 98.68
334220	Axis Communications	01165-001	AXIS T92B47 Pole Mount	\$ 83.29
334220	Axis Communications	P3727-PLE	Axis P3727-PLE	\$ 1,356.12
334220	Axis Communications	Q1700-LE	2MP License Plate Camera, 18-137mm	\$ 1,309.32
334220	Axis Communications	Q6075-E	Axis Q6075-E	\$ 3,010.34
334220	Axis Communications	Q6100-E	Axis Q6100-E 360° Multidirectional cam	\$ 1,683.68

SIN/SIN(s) PROPOSED	MANUFACTURER NAME	VENDOR PART NO (if applicable)	PRODUCT NAME	DISCOUNT PRICE OFFERED TO GSA (including IFF)
334220	Axis Communications	Q6135-LE	Axis Q6135-LE	\$ 2,479.19
334220	Axis Communications	Q6315-LE	Axis Q6315-LE	\$ 3,040.73
334220	Axis Communications	T91A47	T91A47 Pole Mount	\$ 92.65
334220	Axis Communications	T91B57	T91B57 Pole Mount	\$ 120.73
334220	Axis Communications	T91G91	AXIS T91G61 Wall Mount	\$ 204.96
334220	Axis Communications	T94A01D	Pendant Kit Bracket	\$ 55.21
334220	Axis Communications	T94N01D	Axis T94N01D	\$ 92.65
334220	BriefCam	BC-ASP-008	Implementation Pack On-Site Single Serv	\$ 9,250.01
334220	BriefCam	BC-BSP-002	Implementation Pack Remote Single Server	\$ 3,500.00
334220	BriefCam	BC-CDB-001	Custom Dashboard Creation	\$ 4,000.00
334220	BriefCam	BC-DOS-001	On-Site Support - Local	\$ 1,000.00
334220	BriefCam	BC-OSR-ADV	Implementation Pack On-Site Advanced	\$ 44,250.01
334220	BriefCam	BC-OSR-BAS	Implementation Pack On-Site Basic	\$ 13,625.00
334220	BriefCam	BC-OSR-INT	Implementation Pack On-Site Intermediate	\$ 22,375.00
334220	BriefCam	BC-OSS-001	On-Site Support - Travel Required	\$ 2,500.00
334220	BriefCam	BC-RSR-ADV	Implementation Pack Remote Advanced	\$ 22,500.00
334220	BriefCam	BC-RSR-BAS	Implementation Pack Remote Basic	\$ 5,250.01
334220	BriefCam	BC-RSR-INT	Intermediate Project Implementation Pack	\$ 9,500.00
334220	BriefCam	BC-SYN-PSOS-003	Investigator Subscription Term/Years: 3	\$ 12,000.00
334220	BriefCam	BC-SYN-PSOS-004	Investigator Subscription Term/Years: 4	\$ 12,000.00
334220	BriefCam	BC-SYN-PSOS-005	Investigator Subscription Term/Years: 5	\$ 12,000.00
334220	BriefCam	BC-TRN-005	Instructor Led Online End-User training	\$ 2,000.00
334220	BriefCam	BC-TRN-006	Instructor Led On-site End-User training	\$ 2,500.00
334220	BriefCam	BC-TSH-001	BriefCam Remote Technical Support	\$ 125.00
334220	BriefCam	BC-USBDONGLE	USB Dongle	\$ 500.00
334220	BriefCam	IS-CAM-001	Insights Camera Add-on License	\$ 250.01
334220	BriefCam	IS-RSP-001	IS RESPOND Channel Add-on up to 100 ch	\$ 1,000.00
334220	BriefCam	IS-RSP-100	IS RESPOND Channel Add-on 101-500 ch	\$ 850.01
334220	BriefCam	IS-RSP-500	IS RESPOND Channel Add-on above 500 ch	\$ 750.01
334220	BriefCam	IV-USBDONGLE	Investigator USB Dongle	\$ 200.00
334220	BriefCam	PT-CAM-001	Protect Camera Add-on License	\$ 250.01
334220	BriefCam	PT-RSP-001	Protect RESPOND Channel Add-on up to 10	\$ 1,000.00
334220	BriefCam	PT-RSP-100	Protect RESPOND Channel Add-on 101-500	\$ 850.01
334220	BriefCam	PT-RSP-500	Protect RESPOND Channel Add-on above 5	\$ 750.01
334220	BriefCam	RR-CAM-001	RapidReview Camera Add-on License	\$ 180.00
334220	BriefCam	VSS-AC-RCRPT-MNT-001	AC Yearly Software Support	\$ 20,167.25
334220	BriefCam	VSS-BC-1-C81-000-64	BriefCam Appliance 1U Server Rendering,	\$ 2,962.05
334220	BriefCam	VSS-BC-1-C81-Q41-64	BriefCam Appliance 1U Server 300 Review	\$ 5,924.10
334220	BriefCam	VSS-BC-1-C81-Q42-64	BriefCam Appliance 1U Server 600 Review	\$ 7,405.13
334220	BriefCam	VSS-BC-2-G41-000-128	BriefCam Appliance 2U Server Rendering,	\$ 9,873.51
334220	BriefCam	VSS-BC-2-G41-Q42-128	BriefCam Appliance 2U Server 200 Review	\$ 12,835.56
334220	BriefCam	VSS-BC-2-G42-Q44-128	BriefCam Appliance 2U Server 270 Review	\$ 17,278.64
334220	BriefCam	VSS-BC-2-G42-Q44-256	BriefCam Appliance 2U Server 250 Review	\$ 19,747.00
334220	Briefcam	VSS-BC-FB-11	BriefCam Video Investigator (File Based	\$ 17,772.30
334220	Briefcam	VSS-BC-SR-42	Briefcam Server (Mid Range Spec)	\$ 30,686.48
334220	BriefCam	VSS-BC-T-C81-G71-32	BriefCam Appliance Tower Workstation 30	\$ 2,962.05
334220	Briefcam	VSS-BC-VMS-02	BriefCam Video RapidReview (VMS Based t	\$ 24,05

SIN/SIN(s) PROPOSED	MANUFACTURER NAME	VENDOR PART NO (if applicable)	PRODUCT NAME	OFFERED TO GSA (including IFF)
334220	BriefCam	VSS-IS-ADB-001	Insights Advanced Custom Dashboard Serv	\$ 7,898.80
334220	BriefCam	VSS-IS-ASP-008	Insights Advanced Service Pack	\$ 8,639.31
334220	BriefCam	VSS-IS-BAS-001	BriefCam Insights Base Package	\$ 29,620.50
334220	BriefCam	VSS-IS-BDB-001	Insights Custom Dashboard Service Pack	\$ 3,949.40
334220	BriefCam	VSS-IS-BSP-005	Insights Basic Service Pack	\$ 3,455.73
334220	BriefCam	VSS-IS-CAM-020	Camera License Add on for Insights (10 C	\$ 2,468.37
334220	BriefCam	VSS-IS-CHU-005	Add additional named user for Research f	\$ 3,949.40
334220	BriefCam	VSS-IS-CST-001	Insights Consultancy Pack	\$ 1,974.70
334220	BriefCam	VSS-IS-DTB-001	Add Database Expansion for Insights (for	\$ 4,936.75
334220	BriefCam	VSS-IS-PRC-001	Processing Expansion Pack for Insights (	\$ 7,898.80
334220	BriefCam	VSS-IS-RSP-010	Respond License Add on for Insights (add	\$ 9,873.50
334220	BriefCam	VSS-IS-RVU-001	Add additional concurrent user for Insig	\$ 2,468.37
334220	BriefCam	VSS-IS-TRN-001	Insights Training Pack	\$ 1,974.70
334220	BriefCam	VSS-IT-ASP-008	Investigator for Teams Advanced Service	\$ 8,639.31
334220	BriefCam	VSS-IT-BAS-005	BriefCam Investigator for Teams	\$ 74,051.25
334220	BriefCam	VSS-IT-BSP-005	Investigator for Teams Basic Service Pac	\$ 3,455.73
334220	BriefCam	VSS-IT-CST-001	Investigator for Teams Consultancy Pack	\$ 1,974.70
334220	BriefCam	VSS-IT-DTB-001	Add Database Expansion for Investigator	\$ 4,936.75
334220	BriefCam	VSS-IT-PRC-001	Processing Expansion Pack for Investigat	\$ 7,898.80
334220	BriefCam	VSS-IT-TRN-001	Investigator for Teams Training Pack	\$ 1,974.70
334220	BriefCam	VSS-IT-USR-001	Add additional concurrent user for Inves	\$ 9,873.50
334220	BriefCam	VSS-IV-APL-001	BriefCam Hardware Appliance for Investig	\$ 2,962.05
334220	BriefCam	VSS-IV-ASP-008	Invstigator Advanced Service Pack	\$ 8,639.31
334220	BriefCam	VSS-IV-BAS-11	BriefCam Investigator	\$ 15,797.60
334220	BriefCam	VSS-IV-BSP-002	Investigator Basic Service Pack	\$ 3,455.73
334220	BriefCam	VSS-IV-CST-001	Investigator Consultancy Pack	\$ 1,974.70
334220	BriefCam	VSS-IV-DTB-001	Add Database Expansion for Investigator	\$ 4,936.75
334220	BriefCam	VSS-IV-TRN-001	Investigator Training Pack	\$ 1,974.70
334220	BriefCam	VSS-PT-ADB-001	Protect Advanced Custom Dashboard Servi	\$ 7,898.80
334220	BriefCam	VSS-PT-ASP-008	Protect Advanced Service Pack	\$ 8,639.31
334220	BriefCam	VSS-PT-BAS-001	BriefCam Protect Base Package	\$ 88,861.50
334220	BriefCam	VSS-PT-BDB-001	Protect Custom Dashboard Service Pack	\$ 3,949.40
334220	BriefCam	VSS-PT-BSP-005	Protect Basic Service Pack	\$ 3,455.73
334220	BriefCam	VSS-PT-CAM-020	Camera License Add on for Protect (10 Ca	\$ 2,468.37
334220	BriefCam	VSS-PT-CHU-005	Add additional named user for Research f	\$ 3,949.40
334220	BriefCam	VSS-PT-CST-001	Protect Consultancy Pack	\$ 1,974.70
334220	BriefCam	VSS-PT-DTB-001	Add Database Expansion for Protect (for	\$ 4,936.75
334220	BriefCam	VSS-PT-PRC-001	Processing Expansion Pack for Protect (f	\$ 7,898.80
334220	BriefCam	VSS-PT-RSP-010	Respond License Add on for Protect (adds	\$ 9,873.50
334220	BriefCam	VSS-PT-RVU-001	Add additional concurrent user for Prote	\$ 4,936.75
334220	BriefCam	VSS-PT-TRN-001	Protect Training Pack	\$ 1,974.70
334220	BriefCam	VSS-RR-APL-001	BriefCam Hardware Appliance for Rapid Re	\$ 2,962.05
334220	BriefCam	VSS-RR-ASP-008	Rapid Review Advanced Service Pack	\$ 8,639.31
334220	BriefCam	VSS-RR-BAS-001	BriefCam Rapid Review Base Package	\$ 13,822.90
334220	BriefCam	VSS-RR-BSP-005	Rapid Review Basic Service Pack	\$ 3,455.73
334220	BriefCam	VSS-RR-CAM-010	Camera License Add on for Rapid Review (	\$ 1,777.23
334220	BriefCam	VSS-RR-CST-001	Rapid Review Consultancy Pack	\$ 1,974.70

SIN/SIN(s) PROPOSED	MANUFACTURER NAME	VENDOR PART NO (if applicable)	PRODUCT NAME	DISCOUNT PRICE OFFERED TO GSA (including IFF)
334220	BriefCam	VSS-RR-DTB-001	Add Database Expansion for Rapid Review	\$ 4,936.75
334220	BriefCam	VSS-RR-TRN-001	Rapid Review Training Pack	\$ 1,974.70
334220	FINDER Software Solutions	FSS-FEDQRY-01	FINDER Query Only (Fed) Tier 1 Special	\$ 9,995.00
334220	FINDER Software Solutions	FSS-FEDQRY-02	FINDER Query Only (Fed) Tier 2 Standard	\$ 49,995.00
334220	FINDER Software Solutions	FSS-FEDQRY-03	FINDER Query Only (Fed) Add 10 Users	\$ 4,995.00
334220	FINDER Software Solutions	FSS-TA-ENC-1	TechAlert Single Enclosure-1 Year Lic	\$ 275.00
334220	FINDER Software Solutions	FSS-TA-ENC-2	TechAlert Single Enclosure-2 Year Lic	\$ 550.01
334220	FINDER Software Solutions	FSS-TA-ENC-3	TechAlert Single Enclosure-3 Year Lic	\$ 825.00
334220	FINDER Software Solutions	FSS-TA-ENC-4	TechAlert Single Enclosure-4 Year Lic	\$ 1,100.00
334220	FINDER Software Solutions	FSS-TA-ENC-5	TechAlert Single Enclosure-5 Year Lic	\$ 1,375.00
334220	FINDER Software Solutions	FSS-TA-TRL-1	TechAlert Single Trailer-1 Year License	\$ 275.00
334220	FINDER Software Solutions	FSS-TA-TRL-2	TechAlert Single Trailer-2 Year License	\$ 550.01
334220	FINDER Software Solutions	FSS-TA-TRL-3	TechAlert Single Trailer-3 Year License	\$ 825.00
334220	FINDER Software Solutions	FSS-TA-TRL-4	TechAlert Single Trailer-4 Year License	\$ 1,100.00
334220	FINDER Software Solutions	FSS-TA-TRL-5	TechAlert Single Trailer-5 Year License	\$ 1,375.00
334220	HIPERWALL	HAC8	HiperAccess add-on license	\$ 1,743.07
334220	HIPERWALL	HAC-M	HiperAccess Maintenance License	\$ 349.23
334220	HIPERWALL	HC8	HiperCast Connection License	\$ 1,743.07
334220	HIPERWALL	HCC8	HiperKVM add-on license	\$ 1,743.07
334220	HIPERWALL	HCC-M	HiperKVM Maintenance License	\$ 349.23
334220	HIPERWALL	HC-M	HiperCast Maintenance License	\$ 349.23
334220	HIPERWALL	HFS8	HiperFailSafe add-on license	\$ 3,484.61
334220	HIPERWALL	HFS-M	HiperFailSafe Maintenance License	\$ 696.92
334220	HIPERWALL	HLC8	HiperLayout add-on license	\$ 1,743.07
334220	HIPERWALL	HLC-M	HiperLayout Maintenance License	\$ 349.23
334220	HIPERWALL	HO8	HiperOperator License	\$ 1,743.07
334220	HIPERWALL	HO-M	HiperOperator Maintenance License	\$ 349.23
334220	HIPERWALL	HPGEN	Hiperwall Plug-In License for Genetec	\$ 2,787.69
334220	HIPERWALL	HPGEN-M	Genetec VMS Plug-In Maintenance License	\$ 676.92
334220	HIPERWALL	HPMIL	Hiperwall Plug-In License for Milestone	\$ 2,787.69
334220	HIPERWALL	HPMIL-M	Milestone VMS Plug-In Maintenance License	\$ 676.92
334220	HIPERWALL	HRT	Hiperwall Remote Support	\$ 503.75
334220	HIPERWALL	HS8	HiperSource License	\$ 1,393.84
334220	HIPERWALL	HSC8	HiperInterface add-on license	\$ 1,743.07
334220	HIPERWALL	HSC-M	HiperInterface Maintenance License	\$ 349.23
334220	HIPERWALL	HSIP8	HiperSource IP 50x	\$ 3,484.61
334220	HIPERWALL	HSIP-M	HiperSource IP Bundle Maintenance License	\$ 696.92
334220	HIPERWALL	HS-M	HiperSource Maintenance License	\$ 278.46
334220	HIPERWALL	HVHD8	HiperView HD License	\$ 1,743.07
334220	HIPERWALL	HVHD-M	HiperView HD Maintenance License	\$ 349.23
334220	HIPERWALL	HVLED8	HiperView LED add-on license	\$ 1,743.07
334220	HIPERWALL	HVLED-M	HiperView LED Maintenance License	\$ 349.23
334220	HIPERWALL	HVQM8	HiperView Quantum add-on license	\$ 1,743.07
334220	HIPERWALL	HVQM-M	HiperView Quantum Maintenance License	\$ 349.23
334220	HIPERWALL	HV-U	HVHD to HVUHD	\$ 1,044.61
334220	HIPERWALL	HVUHD8	HiperView UHD License	\$ 2,787.69
334220	HIPERWALL	HVUHD-M	HiperView UHD Maintenance License	\$ 550.01



SIN/SIN(s) PROPOSED	MANUFACTURER NAME	VENDOR PART NO (if applicable)	PRODUCT NAME	DISCOUNT PRICE OFFERED TO GSA (including IFF)
334220	HIPERWALL	HWC8	HiperController License	\$ 2,090.77
334220	HIPERWALL	HWC-M	HiperController Maintenance License	\$ 418.46
334220	HIPERWALL	HWE1	Hiperwall Essentials Package 1	\$ 11,533.85
334220	HIPERWALL	HWE2	Hiperwall Essentials Package 2	\$ 15,681.54
334220	HIPERWALL	HWOSS	Hiperwall OnSite Services	\$ 2,307.70
334220	HIPERWALL	HWP8	Hiperwall Premium Suite License	\$ 10,106.16
334220	HIPERWALL	HWP-M	Hiperwall Premium Suite Maintenance Lic	\$ 2,021.54
334220	HIPERWALL	HZ8	HiperZones	\$ 2,787.69
334220	HIPERWALL	HZ-M	HiperZones Maintenance License	\$ 556.93
334220	HIPERWALL	VSS-HAC6	HiperAccess license	\$ 1,579.76
334220	HIPERWALL	VSS-HC6	HiperCast connection license	\$ 1,579.76
334220	HIPERWALL	VSS-HCC6	HiperKVM license	\$ 1,579.76
334220	HIPERWALL	VSS-HFS6	HiperFailSafe license	\$ 3,159.52
334220	HIPERWALL	VSS-HLC6	HiperLayout license	\$ 1,579.76
334220	HIPERWALL	VSS-HO6	HiperOperator license	\$ 1,579.76
334220	HIPERWALL	VSS-HS6	HiperSource license	\$ 1,184.82
334220	HIPERWALL	VSS-HSC6	HiperInterface license	\$ 1,579.76
334220	HIPERWALL	VSS-HVHD6	HiperView HD license	\$ 1,579.76
334220	HIPERWALL	VSS-HVLED6	HiperView LED license	\$ 3,159.52
334220	HIPERWALL	VSS-HVUHD6	HiperView UHD license	\$ 2,567.11
334220	HIPERWALL	VSS-HWC6	HiperController license	\$ 1,579.76
334220	HIPERWALL	VSS-HWP6	Hiperwall Premium Suite license	\$ 8,886.15
334220	Vetted Security Solutions	FSS-API-INT-MULT	FINDER API Integration - All State & Local A	\$ 5,000.00
334220	Vetted Security Solutions	FSS-SHARE-10	FINDER Share (State & Local) Tier 10 (1501-	\$ 40,000.00
334220	Vetted Security Solutions	VSS-16DOORHE	16 DOOR HEAD END PANEL	\$ 5,036.50
334220	Vetted Security Solutions	VSS-4DOORHE	4 DOOR HEAD END PANEL	\$ 2,059.20
334220	Vetted Security Solutions	VSS-8DOORHE	8 DOOR HEAD END PANEL	\$ 3,283.34
334220	Vetted Security Solutions	VSS-8MPHDBLT-ADD	Enclosure 8.0MP High Def Bullet with Intell	\$ 1,390.43
334220	Vetted Security Solutions	VSS-AC-120CON	AC 120-volt Connection for Panel	\$ 1,210.04
334220	Vetted Security Solutions	VSS-AC-CONRUN	AC Conduit run by the foot	\$ 18.15
334220	Vetted Security Solutions	VSS-AC-FIBRUN	AC Fiber run by the foot	\$ 126.05
334220	Vetted Security Solutions	VSS-AC-INTDOOR	AC Intercom Door Station	\$ 1,508.51
334220	Vetted Security Solutions	VSS-AC-INTLIC	AC Intercom License Station	\$ 226.88
334220	Vetted Security Solutions	VSS-AC-INTMST	AC Intercom Master Station	\$ 1,710.19
334220	Vetted Security Solutions	VSS-AC-PASPK	AC Network SIP Speaker	\$ 756.27
334220	Vetted Security Solutions	VSS-ACSENT-1024	Software license for 1024 access control	\$ 36,903.72
334220	Vetted Security Solutions	VSS-ACSENT-128	Software license for 128 access control	\$ 7,790.78
334220	Vetted Security Solutions	VSS-ACSENT-16	Software license for 16 access control	\$ 3,006.42
334220	Vetted Security Solutions	VSS-ACSENT-2048	Software license for 2048 access control	\$ 46,744.71
334220	Vetted Security Solutions	VSS-ACSENT-256	Software license for 256 access control	\$ 13,257.45
334220	Vetted Security Solutions	VSS-ACSENT-32	Software license for 32 access control	\$ 3,689.55
334220	Vetted Security Solutions	VSS-ACSENT-512	Software license for 512 access control	\$ 27,062.73
334220	Vetted Security Solutions	VSS-ACSENT-64	Software license for 64 access control	\$ 5,056.62
334220	Vetted Security Solutions	VSS-ACSENT-BADGINGSOFT	Software license for badging	\$ 683.07
334220	Vetted Security Solutions	VSS-ACSENT-MIGRATION	ACS MIGRATION	\$ 6,120.61
334220	Vetted Security Solutions	VSS-AC-SIPSERV	AC Sip Server	\$ 10,991.15
334220	Vetted Security Solutions	VSS-AC-STSERV	AC Storage Server	\$ 10,991.15

SIN/SIN(s) PROPOSED	MANUFACTURER NAME	VENDOR PART NO (if applicable)	PRODUCT NAME	DISCOUNT PRICE OFFERED TO GSA (including IFF)
334220	Vetted Security Solutions	VSS-AP	LPR Access Point Kit	\$ 352.64
334220	Vetted Security Solutions	VSS-ATC-250-SF	120-240Vac Single-Split Phase	\$ 581.55
334220	Vetted Security Solutions	VSS-BB-2C	Vetted Battery Back up 2 Camera	\$ 3,384.18
334220	Vetted Security Solutions	VSS-BB-2C-C	Vetted 2 Cam Battery Backup Cold Weathe	\$ 3,237.01
334220	Vetted Security Solutions	VSS-BB-4C	Vetted 4 Cam Battery Backup	\$ 4,271.58
334220	Vetted Security Solutions	VSS-BB-4C-C	Vetted 4 Cam Battery Backup Cold Weathe	\$ 4,454.86
334220	Vetted Security Solutions	VSS-BB-BBA6-C	Redundant Supply BB Kit - Cold Weather Ba	\$ 12,702.81
334220	Vetted Security Solutions	VSS-BC-FB-11	BriefCam Video Investigator	\$ 15,113.35
334220	Vetted Security Solutions	VSS-BC-SR-42	BriefCam Server	\$ 26,095.42
334220	Vetted Security Solutions	VSS-BTRY-BOX	Battery Box Complete	\$ 5,035.49
334220	Vetted Security Solutions	VSS-CAM-HITCH-SET	CAM BALL HITCH SET	\$ 49.37
334220	Vetted Security Solutions	VSS-CAM-MAGNET-HITCH-S	Standard LPR Camera Magnet	\$ 138.23
334220	Vetted Security Solutions	VSS-CAT6A-M12	CAT6A M12 Connector	\$ 74.06
334220	Vetted Security Solutions	VSS-CCTVENC-C-MS	Vetted Covert Enclosure w/Multisensor	\$ 10,574.43
334220	Vetted Security Solutions	VSS-CCTVENC-C-PTZ	Vetted CCTV Covert Enclosure w/PTZ	\$ 9,567.44
334220	Vetted Security Solutions	VSS-CCTVENC-O-MS	Vetted Overt Enclosure w/Multisensor	\$ 8,060.55
334220	Vetted Security Solutions	VSS-CCTVENC-O-PTZ	Vetted CCTV Overt Enclosure w/PTZ	\$ 7,556.68
334220	Vetted Security Solutions	VSS-CCTV-MAIN	Vetted CCTV Main Enclosure	\$ 3,267.14
334220	Vetted Security Solutions	VSS-CL1	License: Tier 1	\$ 528.97
334220	Vetted Security Solutions	VSS-CL2	License: Tier 2	\$ 453.40
334220	Vetted Security Solutions	VSS-CL3	License: Tier 3	\$ 403.02
334220	Vetted Security Solutions	VSS-CL4	License: Tier 4	\$ 277.08
334220	Vetted Security Solutions	VSS-CRC	Fixed LPR Custom Camera Cable	\$ 282.12
334220	Vetted Security Solutions	VSS-CSS	CCTV & Surveillance System Unit Install BA	\$ 1,101.76
334220	Vetted Security Solutions	VSS-DREQUIPMENTMAG-DO	Door equipment for access control D	\$ 3,125.32
334220	Vetted Security Solutions	VSS-DREQUIPMENTMAG-SIN	Door equipment for access control S	\$ 2,680.27
334220	Vetted Security Solutions	VSS-DREQUIPMENTSTK-DOU	Door equipment for access control DS	\$ 2,460.25
334220	Vetted Security Solutions	VSS-DREQUIPMENTSTK-SING	Door equipment for access control SS	\$ 2,080.21
334220	Vetted Security Solutions	VSS-ENC-12MPFE-ADD	Enclosure 12.0 MP Fisheye Addition	\$ 1,158.69
334220	Vetted Security Solutions	VSS-ENC-3MPCCTV-ADD	Enclosure 3.0 MP CCTV Overview Camera A	\$ 695.21
334220	Vetted Security Solutions	VSS-ENC-6MPFE-ADD	Enclosure 6.0 MP Fisheye Addition	\$ 880.60
334220	Vetted Security Solutions	VSS-ENC-BB-ADD	Flashing Blue Beacon addition Enclosure	\$ 111.23
334220	Vetted Security Solutions	VSS-ENC-BRKT	Vetted NEMA Enclosure Mounting Bracket	\$ 229.74
334220	Vetted Security Solutions	VSS-ENC-PTZ-ADD	Enclosure PTZ Add On	\$ 3,244.33
334220	Vetted Security Solutions	VSS-EXTWARR1-FL	Vetted Standard Extended Warranty 1Year	\$ 1,007.56
334220	Vetted Security Solutions	VSS-FB	Fixed LPR Bridge	\$ 2,539.04
334220	Vetted Security Solutions	VSS-FB-01	Fixed LPR Bridge Enclosure 1 Camera	\$ 11,889.17
334220	Vetted Security Solutions	VSS-FB-02	Fixed LPR Bridge Enclosure 2 Cameras	\$ 21,108.31
334220	Vetted Security Solutions	VSS-FB-03	Fixed LPR Bridge Enclosure 3 Cameras	\$ 30,327.46
334220	Vetted Security Solutions	VSS-FB-04	Fixed LPR Bridge Enclosure 4 Cameras	\$ 39,546.60
334220	Vetted Security Solutions	VSS-FB-05	Fixed LPR Bridge Enclosure 5 Cameras	\$ 48,715.37
334220	Vetted Security Solutions	VSS-FB-06	Fixed LPR Bridge Enclosure 6 Cameras	\$ 57,934.51
334220	Vetted Security Solutions	VSS-FB-07	Fixed LPR Bridge Enclosure 7 Cameras	\$ 67,153.65
334220	Vetted Security Solutions	VSS-FB-08	Fixed LPR Bridge Enclosure 8 Cameras	\$ 76,322.42
334220	Vetted Security Solutions	VSS-FB-09	Fixed LPR Bridge Enclosure 9 Cameras	\$ 85,541.56
334220	Vetted Security Solutions	VSS-FB-10	Fixed LPR Bridge Enclosure 10 Cameras	\$ 94,760.71
334220	Vetted Security Solutions	VSS-FB-11	Fixed LPR Bridge Enclosure 11 Cameras	\$ 103,979.86

SIN/SIN(s) PROPOSED	MANUFACTURER NAME	VENDOR PART NO (if applicable)	PRODUCT NAME	DISCOUNT PRICE OFFERED TO GSA (including IFF)
334220	Vetted Security Solutions	VSS-FB-12	Fixed LPR Bridge Enclosure 12 Cameras	\$ 113,148.61
334220	Vetted Security Solutions	VSS-FCB	Fixed LPR Camera Bracket	\$ 196.47
334220	Vetted Security Solutions	VSS-FEB	Fixed LPR Enclosure Bracket	\$ 186.40
334220	Vetted Security Solutions	VSS-FE-DUO-LTE-US-ET	1 x Pepwave MAX HD2 w- LTE Advanced	\$ 3,005.44
334220	Vetted Security Solutions	VSS-FL	Fixed LPR System Installation	\$ 1,964.74
334220	Vetted Security Solutions	VSS-FM	Fixed LPR Main	\$ 4,513.85
334220	Vetted Security Solutions	VSS-FM-01	Fixed LPR Communications Enclosure 1 Car	\$ 14,256.93
334220	Vetted Security Solutions	VSS-FM-01-G	Fixed LPR Communications Enclosure 1 Car	\$ 19,377.92
334220	Vetted Security Solutions	VSS-FM-01-PL	Fixed LPR Communications Enclosure 1 Car	\$ 20,909.92
334220	Vetted Security Solutions	VSS-FM-01-S	Fixed LPR Communications Enclosure 1 Car	\$ 17,845.92
334220	Vetted Security Solutions	VSS-FM-01-STD	Fixed Mount 1 Standard LPR Camera System	\$ 8,257.66
334220	Vetted Security Solutions	VSS-FM-02	Fixed LPR Communications Enclosure 2 Car	\$ 23,425.69
334220	Vetted Security Solutions	VSS-FM-02-G	Fixed LPR Communications Enclosure 2 Car	\$ 33,667.69
334220	Vetted Security Solutions	VSS-FM-02-PL	Fixed LPR Communications Enclosure 2 Car	\$ 36,731.69
334220	Vetted Security Solutions	VSS-FM-02-S	Fixed LPR Communications Enclosure 2 Car	\$ 30,603.69
334220	Vetted Security Solutions	VSS-FM-02-STD	Fixed Mount 2 Standard LPR Camera System	\$ 17,428.51
334220	Vetted Security Solutions	VSS-FM-03	Fixed LPR Communications Enclosure 3 Car	\$ 32,644.84
334220	Vetted Security Solutions	VSS-FM-03-G	Fixed LPR Communications Enclosure 3 Car	\$ 48,007.84
334220	Vetted Security Solutions	VSS-FM-03-PL	Fixed LPR Communications Enclosure 3 Car	\$ 52,603.84
334220	Vetted Security Solutions	VSS-FM-03-S	Fixed LPR Communications Enclosure 3 Car	\$ 43,411.84
334220	Vetted Security Solutions	VSS-FM-04	Fixed LPR Communications Enclosure 4 Car	\$ 41,863.98
334220	Vetted Security Solutions	VSS-FM-04-G	Fixed LPR Communications Enclosure 4 Car	\$ 62,347.98
334220	Vetted Security Solutions	VSS-FM-04-PL	Fixed LPR Communications Enclosure 4 Car	\$ 68,475.98
334220	Vetted Security Solutions	VSS-FM-04-S	Fixed LPR Communications Enclosure 4 Car	\$ 56,219.98
334220	Vetted Security Solutions	VSS-FM-05	Fixed LPR Communications Enclosure 5 Car	\$ 51,032.75
334220	Vetted Security Solutions	VSS-FM-05-G	Fixed LPR Communications Enclosure 5 Car	\$ 76,628.75
334220	Vetted Security Solutions	VSS-FM-05-PL	Fixed LPR Communications Enclosure 5 Car	\$ 84,288.75
334220	Vetted Security Solutions	VSS-FM-05-S	Fixed LPR Communications Enclosure 5 Car	\$ 68,968.75
334220	Vetted Security Solutions	VSS-FM-06	Fixed LPR Communications Enclosure 6 Car	\$ 60,251.89
334220	Vetted Security Solutions	VSS-FM-06-G	Fixed LPR Communications Enclosure 6 Car	\$ 90,977.89
334220	Vetted Security Solutions	VSS-FM-06-PL	Fixed LPR Communications Enclosure 6 Car	\$ 100,169.89
334220	Vetted Security Solutions	VSS-FM-06-S	Fixed LPR Communications Enclosure 6 Car	\$ 81,785.89
334220	Vetted Security Solutions	VSS-FM-07	Fixed LPR Communications Enclosure 7 Car	\$ 69,471.03
334220	Vetted Security Solutions	VSS-FM-07-G	Fixed LPR Communications Enclosure 7 Car	\$ 105,318.03
334220	Vetted Security Solutions	VSS-FM-07-PL	Fixed LPR Communications Enclosure 7 Car	\$ 116,042.03
334220	Vetted Security Solutions	VSS-FM-07-S	Fixed LPR Communications Enclosure 7 Car	\$ 94,594.03
334220	Vetted Security Solutions	VSS-FM-08	Fixed LPR Communications Enclosure 8 Car	\$ 78,690.18
334220	Vetted Security Solutions	VSS-FM-08-G	Fixed LPR Communications Enclosure 7 Car	\$ 119,658.18
334220	Vetted Security Solutions	VSS-FM-08-PL	Fixed LPR Communications Enclosure 8 Car	\$ 131,914.18
334220	Vetted Security Solutions	VSS-FM-08-S	Fixed LPR Communications Enclosure 8 Car	\$ 107,402.18
334220	Vetted Security Solutions	VSS-FM-09-G	Fixed LPR Communications Enclosure 9 Car	\$ 133,947.94
334220	Vetted Security Solutions	VSS-FM-09-PL	Fixed LPR Communications Enclosure 9 Car	\$ 147,735.94
334220	Vetted Security Solutions	VSS-FM-09-S	Fixed LPR Communications Enclosure 9 Car	\$ 120,159.94
334220	Vetted Security Solutions	VSS-FM-10-G	Fixed LPR Communications Enclosure 10 Car	\$ 148,288.09
334220	Vetted Security Solutions	VSS-FM-10-PL	Fixed LPR Communications Enclosure 10 Car	\$ 163,608.09
334220	Vetted Security Solutions	VSS-FM-10-S	Fixed LPR Communications Enclosure 10 Car	\$ 132,968.09
334220	Vetted Security Solutions	VSS-FM-11-G	Fixed LPR Communications Enclosure 11 Car	\$ 162,628.09

SIN/SIN(s) PROPOSED	MANUFACTURER NAME	VENDOR PART NO (if applicable)	PRODUCT NAME	DISCOUNT PRICE OFFERED TO GSA (including IFF)
334220	Vetted Security Solutions	VSS-FM-11-PL	Fixed LPR Communications Enclosure 11 Ca	\$ 179,480.23
334220	Vetted Security Solutions	VSS-FM-11-S	Fixed LPR Communications Enclosure 11 Ca	\$ 145,776.23
334220	Vetted Security Solutions	VSS-FM-12-G	Fixed LPR Communications Enclosure 12 Ca	\$ 176,917.99
334220	Vetted Security Solutions	VSS-FM-12-PL	Fixed LPR Communications Enclosure 12 Ca	\$ 195,301.99
334220	Vetted Security Solutions	VSS-FM-12-S	Fixed LPR Communications Enclosure 12 Ca	\$ 158,533.99
334220	Vetted Security Solutions	VSS-FM-CCTV	Pole Mount Main CCTV Enclosure	\$ 6,417.77
334220	Vetted Security Solutions	VSS-FM-L5-01	Fixed LPR Communications Box 1 Camera L	\$ 10,373.46
334220	Vetted Security Solutions	VSS-FM-L5-02	Fixed LPR Communications Box 2 Camera L	\$ 16,868.46
334220	Vetted Security Solutions	VSS-FM-L5-03	Fixed LPR Communications Box 3 Camera L	\$ 23,363.46
334220	Vetted Security Solutions	VSS-FM-L5-04	Fixed LPR Communications Box 4 Camera L	\$ 29,858.46
334220	Vetted Security Solutions	VSS-FREY-POLE-10FT	Frey-Pole 10FT	\$ 1,707.77
334220	Vetted Security Solutions	VSS-FREY-POLE-12FT	Frey-Pole 12FT	\$ 1,707.77
334220	Vetted Security Solutions	VSS-FREY-POLE-20FT	Frey-Pole 20FT	\$ 2,357.14
334220	Vetted Security Solutions	VSS-FX-DUAL-BRKT-ASSY	Dual Fixed Camera Wall Mount Bracket	\$ 394.94
334220	Vetted Security Solutions	VSS-FX-UNI-POLE-WALL-BRKT	UPR ARM ASSY POLE & WALL MOUNT BLK	\$ 345.57
334220	Vetted Security Solutions	VSS-GE-EI-B100-110	Bore 100, Dig Minimal Trench, Add Breake	\$ 8,672.89
334220	Vetted Security Solutions	VSS-GE-EI-B100-NS	Bore 100 and Dig Minimal Trench, New Ser	\$ 10,805.56
334220	Vetted Security Solutions	VSS-GE-EI-BT100-110	Bore 100, Trench 100, Add Breaker 110v	\$ 10,663.38
334220	Vetted Security Solutions	VSS-GE-EI-BT100-NS	Bore 100, Dig Trench 100, New Service	\$ 12,938.24
334220	Vetted Security Solutions	VSS-GE-EI-T100-110	Dig Trench 100, Add Breaker 110v	\$ 5,687.13
334220	Vetted Security Solutions	VSS-GE-EI-T100-NS	Dig Trench 100, New Service	\$ 7,961.99
334220	Vetted Security Solutions	VSS-GE-EI-T200-110	Dig Trench 200, Add Breaker 110v	\$ 9,952.48
334220	Vetted Security Solutions	VSS-GE-EI-T200-NS	Dig Trench 200, New Service	\$ 12,085.17
334220	Vetted Security Solutions	VSS-GE-Pole-B100-110	Add Pole, Bore 100, Dig minimal trench,	\$ 10,947.74
334220	Vetted Security Solutions	VSS-GE-Pole-B100-NS	Add Pole NS, Bore 100, Dig Minimal trenc	\$ 13,222.59
334220	Vetted Security Solutions	VSS-GE-Pole-BT100-110	Add Pole, bore 100, Dig Trench 100, Add	\$ 13,080.41
334220	Vetted Security Solutions	VSS-GE-Pole-BT100-NS	Add Pole NS, Bore 100, Trench 100, New S	\$ 15,355.26
334220	Vetted Security Solutions	VSS-GE-Pole-T100-110	Add Pole, Dig Trench 100, Add breaker 11	\$ 8,104.17
334220	Vetted Security Solutions	VSS-GE-Pole-T100-NS	Add Pole NS, Dig Trench 100, New Service	\$ 10,379.02
334220	Vetted Security Solutions	VSS-GE-Pole-T200-110	Add Pole, Dig Trench 200, Add Breaker 11	\$ 12,369.52
334220	Vetted Security Solutions	VSS-GE-Pole-T200-NS	Add Pole NS, Dig Trench 200, New Service	\$ 14,502.20
334220	Vetted Security Solutions	VSS-HDRST-BRKT	Articulating Interior Headrest Mount	\$ 426.90
334220	Vetted Security Solutions	VSS-HYBRID-MAIN	Vetted Hybrid Main NEMA Enclosure	\$ 6,487.25
334220	Vetted Security Solutions	VSS-IBEAM-MNT-D	IBEAM Mount-D (Short)	\$ 759.04
334220	Vetted Security Solutions	VSS-IBEAM-MNT-E	IBEAM Mount-E (Long)	\$ 780.04
334220	Vetted Security Solutions	VSS-IDP-COMFC-1000-G	IDP Commercial Data 1000 4 Year	\$ 268,145.08
334220	Vetted Security Solutions	VSS-IDP-COMFC-1000-PL	IDP Commercial Data 1000 5 Year	\$ 335,162.51
334220	Vetted Security Solutions	VSS-IDP-COMFC-1000-S	IDP Commercial Data 1000 3 Year	\$ 201,120.13
334220	Vetted Security Solutions	VSS-IDP-COMFC-100-G	IDP Commercial Data 100 4 Year	\$ 55,097.08
334220	Vetted Security Solutions	VSS-IDP-COMFC-100-PL	IDP Commercial Data 100 5 Year	\$ 68,867.47
334220	Vetted Security Solutions	VSS-IDP-COMFC-100-S	IDP Commercial Data 100 3 Year	\$ 41,325.13
334220	Vetted Security Solutions	VSS-IDP-COMFC-1500-G	IDP Commercial Data 1500 4 Year	\$ 369,190.77
334220	Vetted Security Solutions	VSS-IDP-COMFC-1500-PL	IDP Commercial Data 1500 5 Year	\$ 461,462.50
334220	Vetted Security Solutions	VSS-IDP-COMFC-1500-S	IDP Commercial Data 1500 3 Year	\$ 276,908.65
334220	Vetted Security Solutions	VSS-IDP-COMFC-2000-G	IDP Commercial Data 2000 4 Year	\$ 461,493.28
334220	Vetted Security Solutions	VSS-IDP-COMFC-2000-PL	IDP Commercial Data 2000 5 Year	\$ 576,834.15
334220	Vetted Security Solutions	VSS-IDP-COMFC-2000-S	IDP Commercial Data 2000 3 Year	\$ 346,135.00

SIN/SIN(s) PROPOSED	MANUFACTURER NAME	VENDOR PART NO (if applicable)	PRODUCT NAME	DISCOUNT PRICE OFFERED TO GSA (including IFF)
334220	Vetted Security Solutions	VSS-IDP-COMFC-200-G	IDP Commercial Data 200 4 Year	\$ 94,278.60
334220	Vetted Security Solutions	VSS-IDP-COMFC-200-PL	IDP Commercial Data 200 5 Year	\$ 117,841.61
334220	Vetted Security Solutions	VSS-IDP-COMFC-200-S	IDP Commercial Data 200 3 Year	\$ 70,712.93
334220	Vetted Security Solutions	VSS-IDP-COMFC-2500-G	Investigative Data Platform 2500 4 Year	\$ 576,870.20
334220	Vetted Security Solutions	VSS-IDP-COMFC-2500-PL	Investigative Data Platform 2500 5 Year	\$ 721,047.18
334220	Vetted Security Solutions	VSS-IDP-COMFC-2500-S	Investigative Data Platform 2500 3 Year	\$ 432,676.99
334220	Vetted Security Solutions	VSS-IDP-COMFC-25-G	IDP Commercial Data 25 4 Year	\$ 20,810.87
334220	Vetted Security Solutions	VSS-IDP-COMFC-25-PL	IDP Commercial Data 25 5 Year	\$ 26,012.12
334220	Vetted Security Solutions	VSS-IDP-COMFC-25-S	IDP Commercial Data 25 3 Year	\$ 15,609.02
334220	Vetted Security Solutions	VSS-IDP-COMFC-5000-G	IDP Commercial Data 5000 4 Year	\$ 1,101,971.45
334220	Vetted Security Solutions	VSS-IDP-COMFC-5000-PL	IDP Commercial Data 5000 5 Year	\$ 1,377,386.82
334220	Vetted Security Solutions	VSS-IDP-COMFC-5000-S	IDP Commercial Data 5000 3 Year	\$ 826,525.08
334220	Vetted Security Solutions	VSS-IDP-COMFC-500-G	IDP Commercial Data 500 4 Year	\$ 151,141.81
334220	Vetted Security Solutions	VSS-IDP-COMFC-500-PL	IDP Commercial Data 500 5 Year	\$ 188,916.63
334220	Vetted Security Solutions	VSS-IDP-COMFC-500-S	IDP Commercial Data 500 3 Year	\$ 113,362.73
334220	Vetted Security Solutions	VSS-IDP-COMFC-50-G	IDP Commercial Data 50 4 Year	\$ 37,956.44
334220	Vetted Security Solutions	VSS-IDP-COMFC-50-PL	IDP Commercial Data 50 5 Year	\$ 47,442.88
334220	Vetted Security Solutions	VSS-IDP-COMFC-50-S	IDP Commercial Data 50 3 Year	\$ 28,468.94
334220	Vetted Security Solutions	VSS-L5F-ENC	Vetted L5F Camera Enclosure	\$ 248.98
334220	Vetted Security Solutions	VSS-L6Q-POLE-B	16-ft Pole, 2x8ea D 2.5x1/8 Alum. Tube	\$ 378.39
334220	Vetted Security Solutions	VSS-L6Q-POLE-E	16-ft Pole, 2x8ea D 3 1/2"x3/16 Alum. Tube	\$ 551.52
334220	Vetted Security Solutions	VSS-LPR-MAIN	Vetted Fixed NEMA Enclosure	\$ 4,823.34
334220	Vetted Security Solutions	VSS-LTE-SPD-VLT	Vetted LITE LPR Speed Trailer	\$ 28,205.80
334220	Vetted Security Solutions	VSS-MAG	Camera Magnet Mount for Vehicle ALPR	\$ 303.53
334220	Vetted Security Solutions	VSS-MAX-HD2-LTEA-W-T	1 x Pepwave SpeedFusion Engine for SD-W	\$ 880.03
334220	Vetted Security Solutions	VSS-ML	Mobile ALPR Installation	\$ 1,076.07
334220	Vetted Security Solutions	VSS-MONBOX-D-F	Vetted Dual Fixed CCTV Monitoring Box	\$ 6,551.87
334220	Vetted Security Solutions	VSS-MRC1	Mobile LPR Kit with GPS Unit -1 Camera	\$ 12,659.95
334220	Vetted Security Solutions	VSS-MRC1-MT	1 Cam Mobile Kit Mount HW	\$ 204.38
334220	Vetted Security Solutions	VSS-MRC2	Mobile LPR Kit with GPS Unit -2 Cameras	\$ 15,692.70
334220	Vetted Security Solutions	VSS-MRC2-G	Mobile LPR Kit -2 Cameras - 4 Years	\$ 23,042.69
334220	Vetted Security Solutions	VSS-MRC2-MT	2 Cam Mobile Kit Mount HW	\$ 408.77
334220	Vetted Security Solutions	VSS-MRC2-PL	Mobile LPR Kit -2 Cameras - 5 Years	\$ 25,142.70
334220	Vetted Security Solutions	VSS-MRC2-S	Mobile LPR Kit -2 Cameras - 3 Years	\$ 20,942.70
334220	Vetted Security Solutions	VSS-MRC3	Mobile LPR Kit with GPS Unit - 3 Cameras	\$ 18,725.44
334220	Vetted Security Solutions	VSS-MRC3-G	Mobile LPR Kit -3 Cameras - 4 Years	\$ 29,750.44
334220	Vetted Security Solutions	VSS-MRC3-MT	3 Cam Mobile Kit Mount HW	\$ 614.14
334220	Vetted Security Solutions	VSS-MRC3-PL	Mobile LPR Kit -3 Cameras - 5 Years	\$ 32,900.43
334220	Vetted Security Solutions	VSS-MRC3-S	Mobile LPR Kit -3 Cameras - 3 Years	\$ 26,600.43
334220	Vetted Security Solutions	VSS-MRC4	Mobile LPR Kit with GPS Unit -4 Cameras	\$ 21,758.19
334220	Vetted Security Solutions	VSS-MRC4-G	Mobile LPR Kit -4 Cameras - 4 Years	\$ 36,458.18
334220	Vetted Security Solutions	VSS-MRC4-MT	4 Cam Mobile Kit Mount HW	\$ 818.51
334220	Vetted Security Solutions	VSS-MRC4-PL	Mobile LPR Kit -4 Cameras - 5 Years	\$ 40,658.19
334220	Vetted Security Solutions	VSS-MRC4-S	Mobile LPR Kit -4 Cameras - 3 Years	\$ 32,258.18
334220	Vetted Security Solutions	VSS-MSE	Multisensor Enclosure	\$ 7,647.36
334220	Vetted Security Solutions	VSS-MSE-ADD	Enclosure Multisensor Add On	\$ 3,012.59
334220	Vetted Security Solutions	VSS-ORV-L5F-ACP	ORV Angled Cover Plate	\$ 18

SIN/SIN(s) PROPOSED	MANUFACTURER NAME	VENDOR PART NO (if applicable)	PRODUCT NAME	DISCOUNT PRICE OFFERED TO GSA (including IFF)
334220	Vetted Security Solutions	VSS-ORV-LPR-TRLR-DC	Vetted Dual Camera LPR ORV Trailer	\$ 37,689.94
334220	Vetted Security Solutions	VSS-ORV-LPR-TRLR-DC-NB	Vetted Northern Dual Cam LPR ORV Trailer	\$ 41,393.65
334220	Vetted Security Solutions	VSS-ORV-LPR-TRLR-SC	Vetted Single Camera LPR ORV Trailer	\$ 32,037.17
334220	Vetted Security Solutions	VSS-ORV-LPR-TRLR-SC-NB	Vetted Northern Single Cam LPR ORV Trail	\$ 35,740.87
334220	Vetted Security Solutions	VSS-ORV-SPK-HM	ORV Solar Power Add-on 150W Hitch	\$ 2,548.39
334220	Vetted Security Solutions	VSS-ORV-SPK-TMF	ORV Solar Power Add-on 300W Top	\$ 3,258.06
334220	Vetted Security Solutions	VSS-OTL	License: Hosted/Managed Account	\$ 1,284.63
334220	Vetted Security Solutions	VSS-PPU-1	12V - Single Battery - Timed AC - Outdo	\$ 5,914.23
334220	Vetted Security Solutions	VSS-PPU-1-LC	12V - Single Battery - Timed AC - Outdo	\$ 6,901.57
334220	Vetted Security Solutions	VSS-PPU-2-HP	24V - Dual Battery - Timed AC - Outdoor	\$ 7,493.98
334220	Vetted Security Solutions	VSS-PPU-2-SOLAR	24V - Dual Battery - Single Panel - Sol	\$ 7,888.93
334220	Vetted Security Solutions	VSS-PPU-3-SOLAR	12V - Three Battery - Dual Panel - Sola	\$ 14,800.37
334220	Vetted Security Solutions	VSS-PPU-4-SOLAR	12V - Four Battery - Dual Panel - Solar	\$ 15,787.73
334220	Vetted Security Solutions	VSS-PPU-AUD	Audio Observation with Analytics includ	\$ 2,071.46
334220	Vetted Security Solutions	VSS-PPU-BAT	Spare or Replacement 104 A-H AGM Batter	\$ 740.51
334220	Vetted Security Solutions	VSS-PPU-INV	120VAC DC to AC inverter	\$ 987.35
334220	Vetted Security Solutions	VSS-PPU-LTE	Hardened LTE Router	\$ 1,481.03
334220	Vetted Security Solutions	VSS-PPU-POE	Hardened PoE Switch 802.3af-at 30W PoE	\$ 987.35
334220	Vetted Security Solutions	VSS-PPU-POE-60	Hardened PoE Switch 802.3af-at 60W PoE	\$ 1,481.03
334220	Vetted Security Solutions	VSS-PPU-SERVER	PPU Management Server	\$ 19,747.00
334220	Vetted Security Solutions	VSS-PPU-SOPM-1	Single Panel Side of Pole Mount for PPU	\$ 590.44
334220	Vetted Security Solutions	VSS-PPU-SOPM-2	Dual Panel Side of Pole Mount for PPU-3	\$ 1,084.11
334220	Vetted Security Solutions	VSS-PPU-TOPM-1	Single Panel Top of Pole Mount for PPU-	\$ 985.37
334220	Vetted Security Solutions	VSS-PPU-TOPM-2	Dual Panel Top of Pole Mount for PPU-3-	\$ 1,182.84
334220	Vetted Security Solutions	VSS-PROJSTAR	Project STAR 2 Camera LPR Package	\$ 7,556.68
334220	Vetted Security Solutions	VSS-PTZ-1	Single PTZ Camera Enclosure	\$ 7,879.09
334220	Vetted Security Solutions	VSS-PTZ-2	Dual PTZ Camera Enclosure	\$ 11,077.08
334220	Vetted Security Solutions	VSS-ROI-01	Two Man Hourly Rate	\$ 148.10
334220	Vetted Security Solutions	VSS-ROI-02	Hourly Rate For Bucket Truck or Lift Per	\$ 473.92
334220	Vetted Security Solutions	VSS-ROI-03	After Hours Installation Per Hour	\$ 222.16
334220	Vetted Security Solutions	VSS-ROI-04	Fixed LPR Installation Per Pole	\$ 2,310.40
334220	Vetted Security Solutions	VSS-ROI-05	Rate For Subcontracted Services Per Encl	\$ 592.41
334220	Vetted Security Solutions	VSS-ROI-06	Three Man Hourly Rate	\$ 375.00
334220	Vetted Security Solutions	VSS-ROI-07	Vetted Installation Technician (Per Hour)	\$ 125.00
334220	Vetted Security Solutions	VSS-RTCC-AV-CONCAM	RTCC AV Conference Camera	\$ 2,789.39
334220	Vetted Security Solutions	VSS-RTCC-AV-ENARROW-VV	RTCC AV Video Wall Extreme Narrow Bezel	\$ 3,643.40
334220	Vetted Security Solutions	VSS-RTCC-AV-TOUCH-T	RTCC AV System Touch Panel Table Top	\$ 1,235.73
334220	Vetted Security Solutions	VSS-RTCC-AV-TOUCH-W	RTCC AV System PoE Touch Controller-Wal	\$ 1,047.44
334220	Vetted Security Solutions	VSS-RTCC-AV-UCORE	RTCC AV Unified Core w/24 Local Audio IO	\$ 2,271.78
334220	Vetted Security Solutions	VSS-RTCC-AV-USB-BRIDGE	RTCC AV PoE Bridge AV to USB	\$ 1,161.64
334220	Vetted Security Solutions	VSS-RTCC-B1	Real Time Crime Center (RTCC) Base	\$ 123,431.74
334220	Vetted Security Solutions	VSS-RTCC-B2	Real Time Crime Center (RTCC) Base 2	\$ 21,565.07
334220	Vetted Security Solutions	VSS-RTCC-CON8	RTCC Conference 8	\$ 8,438.24
334220	Vetted Security Solutions	VSS-RTCC-FLR-STD	RTCC Flooring Standard	\$ 5,144.58
334220	Vetted Security Solutions	VSS-RTCC-GLASSWK-STD	RTCC Standard Glasswork	\$ 14,404.84
334220	Vetted Security Solutions	VSS-RTCC-INST1	RTCC Install 1 Region 1 Standard Day	\$ 2,572.29
334220	Vetted Security Solutions	VSS-RTCC-SIDE	RTCC Side Area Seating	\$ 1,700.00

SIN/SIN(s) PROPOSED	MANUFACTURER NAME	VENDOR PART NO (if applicable)	PRODUCT NAME	DISCOUNT PRICE OFFERED TO GSA (including IFF)
334220	Vetted Security Solutions	VSS-RTCC-WALLM-46	RTCC Wall Monitor 46-in TV	\$ 755.67
334220	Vetted Security Solutions	VSS-RTCC-WALLM-65	RTCC Wall Monitor 65-in TV	\$ 1,410.58
334220	Vetted Security Solutions	VSS-RTCC-WE	RTCC Workstation Extended	\$ 4,635.76
334220	Vetted Security Solutions	VSS-RTCC-WP	RTCC Workstation Premium	\$ 17,453.80
334220	Vetted Security Solutions	VSS-RTCC-WS	RTCC Workstation Standard	\$ 4,333.50
334220	Vetted Security Solutions	VSS-SHU-1-25-3	Sensor Health Utility for 1-25 3y	\$ 25,188.72
334220	Vetted Security Solutions	VSS-SHU-251-500-5	Sensor Health Utility for 251-500 5y	\$ 300,961.21
334220	Vetted Security Solutions	VSS-SL	License: Fixed or Mobile LPR System	\$ 881.61
334220	Vetted Security Solutions	VSS-SOLAR-MAIN-D-TM	Vetted Fixed Solar Dual Panel Enclosure	\$ 11,129.61
334220	Vetted Security Solutions	VSS-SOLAR-POLE-16FT	16.6-ft Pole, D 4.5"x.237 Alum. Tube BA	\$ 1,039.89
334220	Vetted Security Solutions	VSS-SPD-SGN-13	Upgrade (Standard) Metal Speed 13"	\$ 5,462.66
334220	Vetted Security Solutions	VSS-SPD-SGN-26	Upgrade (LITE) Metal Speed 26"	\$ 6,555.19
334220	Vetted Security Solutions	VSS-SPD-TRL-LPR	2 Camera ALPR Speed Trailer	\$ 42,821.16
334220	Vetted Security Solutions	VSS-SS-TRL-LPR	2 Camera ALPR Speed Self Sustain Trailer	\$ 47,304.79
334220	Vetted Security Solutions	VSS-STD-MSG-VLT	Vetted LPR STD Message Trailer	\$ 47,067.21
334220	Vetted Security Solutions	VSS-STD-SPD-VLT	Vetted Standard LPR Speed Trailer	\$ 31,473.60
334220	Vetted Security Solutions	VSS-STD-SPD-VLT-G	LPR Radar Speed Trailer - 4 Years	\$ 43,641.42
334220	Vetted Security Solutions	VSS-STD-SPD-VLT-LR	Vetted Long Run LPR Speed Trailer	\$ 45,234.17
334220	Vetted Security Solutions	VSS-STD-SPD-VLT-PL	LPR Radar Speed Trailer - 5 Years	\$ 45,741.43
334220	Vetted Security Solutions	VSS-STD-SPD-VLT-S	LPR Radar Speed Trailer - 3 Years	\$ 41,541.42
334220	Vetted Security Solutions	VSS-TR	End User Training-LPR	\$ 1,511.34
334220	Vetted Security Solutions	VSS-TRL-KIT-LPR	2 Camera ALPR Trailer Kit (no power sys)	\$ 24,433.25
334220	Vetted Security Solutions	VSS-TRL-KIT-LPR-FULL	2 Camera ALPR Complete Trailer Kit	\$ 25,642.32
334220	Vetted Security Solutions	VSSVMS-ADDLAGM	Additional AGM Battery	\$ 761.33
334220	Vetted Security Solutions	VSSVMS-ADDLFL	Additional Flooded Battery	\$ 444.61
334220	Vetted Security Solutions	VSS-VMS-LPR	2 Camera ALPR Message Board Trailer	\$ 49,329.97
334220	Vetted Security Solutions	VSSVMS-MODEM	Remote Video Modem	\$ 1,335.45
334220	Vetted Security Solutions	VSSVMS-SLR100	Additional Solar 100 Watt	\$ 462.88
334220	Vetted Security Solutions	VSSVMS-SLR50	Additional Solar 50 Watt	\$ 243.62
334220	Vetted Security Solutions	VSSVMS-TRAFCAM	Traffic Safety Camera	\$ 7,613.35
334220	Vetted Security Solutions	VSSVMS-VIDEO	Remote Video Package	\$ 12,729.52
334220	Vetted Security Solutions	VSS-VVT-101-250-1	Vetted Virtual Technician 101-250 1YR	\$ 50,000.00
334220	Vetted Security Solutions	VSS-VVT-101-250-3	Vetted Virtual Technician 101-250 3YR	\$ 125,000.00
334220	Vetted Security Solutions	VSS-VVT-101-250-5	Vetted Virtual Technician 101-250 5YR	\$ 200,000.00
334220	Vetted Security Solutions	VSS-VVT-1-10-1	Vetted Virtual Technician 1-10 1YR	\$ 7,500.00
334220	Vetted Security Solutions	VSS-VVT-1-10-3	Vetted Virtual Technician 1-10 3YR	\$ 18,750.01
334220	Vetted Security Solutions	VSS-VVT-1-10-5	Vetted Virtual Technician 1-10 5YR	\$ 30,000.00
334220	Vetted Security Solutions	VSS-VVT-11-25-1	Vetted Virtual Technician 11-25 1YR	\$ 10,000.00
334220	Vetted Security Solutions	VSS-VVT-11-25-3	Vetted Virtual Technician 11-25 3YR	\$ 25,000.00
334220	Vetted Security Solutions	VSS-VVT-11-25-5	Vetted Virtual Technician 11-25 5YR	\$ 40,000.00
334220	Vetted Security Solutions	VSS-VVT-251-500-1	Vetted Virtual Technician 251-500 1YR	\$ 75,000.00
334220	Vetted Security Solutions	VSS-VVT-251-500-3	Vetted Virtual Technician 251-500 3YR	\$ 187,500.00
334220	Vetted Security Solutions	VSS-VVT-251-500-5	Vetted Virtual Technician 251-500 5YR	\$ 300,000.00
334220	Vetted Security Solutions	VSS-VVT-26-50-1	Vetted Virtual Technician 26-50 1YR	\$ 17,500.00
334220	Vetted Security Solutions	VSS-VVT-26-50-3	Vetted Virtual Technician 26-50 3YR	\$ 43,750.01
334220	Vetted Security Solutions	VSS-VVT-26-50-5	Vetted Virtual Technician 26-50 5YR	\$ 70,000.00
334220	Vetted Security Solutions	VSS-VVT-501-1000-1	Vetted Virtual Technician 501-1000 1YR	\$ 100,000.00

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334220	Vetted Security Solutions	VSS-VVT-501-1000-3	Vetted Virtual Technician 501-1000 3YR	\$ 250,000.00
334220	Vetted Security Solutions	VSS-VVT-501-1000-5	Vetted Virtual Technician 501-1000 5YR	\$ 400,000.00
334220	Vetted Security Solutions	VSS-VVT-51-100-1	Vetted Virtual Technician 51-100 1YR	\$ 25,000.00
334220	Vetted Security Solutions	VSS-VVT-51-100-3	Vetted Virtual Technician 51-100 3YR	\$ 62,500.00
334220	Vetted Security Solutions	VSS-VVT-51-100-5	Vetted Virtual Technician 51-100 5YR	\$ 100,000.00
334220	Vetted Security Solutions	VSS-WCT-2LPR	WCT Add dual LPR cameras	\$ 1,360.20
334220	Vetted Security Solutions	VSS-WCT-BS-1NCX-06A	Single Camera CCTV Trailer	\$ 56,340.20
334220	Vetted Security Solutions	VSS-WCTS1	Single Camera Mini Trailer	\$ 34,641.02
334220	Vetted Security Solutions	VSS-WCTS2	Dual Camera Mini Trailer	\$ 41,527.06
334220	Vetted Security Solutions	VSS-WCTS-LP-4A-1500	Solar Surveillance Trailer	\$ 52,367.76
334220	Vetted Security Solutions	VSS-WNC-DATA-CLSF	Wanco Traffic Data Classifier Option	\$ 2,549.24
334220	Vetted Security Solutions	VSS-WTMMBC	Camera and Full Matrix Message Board-BW	\$ 29,296.16
334220	Vetted Security Solutions	VSS-WVTMC	Camera and Mini Matrix Message Board-BV	\$ 28,522.65
334220	Vetted Security Solutions	VSS-WVTMM-LC	Camera and Metro Matrix Message Board-	\$ 26,616.27
334220	Vetted Security Solutions	VSS-XL-MSG-VLT	Vetted LPR XL Message Trailer	\$ 54,389.64
334220	Vetted Security Solutions	VSS-XL-MSG-VLT-PTZ	Vetted LPR XL Message Trailer w/PTZ	\$ 62,743.71
334220	Vigilant Solutions	3PC-1EL	(LINC) Single camera license-Edge proc	\$ 750.01
334220	Vigilant Solutions	3PC-1SL	(LINC) Single camera license-Central	\$ 500.00
334220	Vigilant Solutions	BCAV1F2-C600	Vigilant Communications Box	\$ 2,895.00
334220	Vigilant Solutions	CDFS-1HWW	Extended Fixed Hardware Warranty (Yr2)	\$ 525.00
334220	Vigilant Solutions	CDFS-2HWW	Extended Fixed Hardware Warranty (Yr2-3)	\$ 1,050.01
334220	Vigilant Solutions	CDFS-4HWW	Extended Fixed Hardware Warranty (Yr2-5)	\$ 2,100.00
334220	Vigilant Solutions	CDMS21HWW	Mobile 2-Cam Ext. Hardware Warranty 1 Yr	\$ 1,050.01
334220	Vigilant Solutions	CDMS22HWW	Mobile 2-Cam Ext Hardware Warranty 2-3Yr	\$ 2,100.00
334220	Vigilant Solutions	CDMS23HWW	Mobile 2-Cam Ext Hardware Warranty 2-4Yr	\$ 3,150.01
334220	Vigilant Solutions	CDMS24HWW	Mobile 2-Cam Ext Hardware Warranty 2-5Yr	\$ 4,200.00
334220	Vigilant Solutions	PT-RNW-001	Protect Software-SCC Renewal 1 Year	\$ 18,000.00
334220	Vigilant Solutions	VSF-008-L5F	L5F Fixed LPR Camera with Sun Shield-8mn	\$ 6,495.00
334220	Vigilant Solutions	VSF-025-L5F	L5F Fixed LPR Camera with Sun Shield-25m	\$ 6,495.00
334220	Vigilant Solutions	VSF-035-L5F	L5F Fixed LPR Camera with Sun Shield-35m	\$ 6,495.00
334220	Vigilant Solutions	VSF-050-L5F	L5F Fixed LPR Camera with Sun Shield-50m	\$ 6,495.00
334220	Vigilant Solutions	VSF-016-L5F	L5F Fixed LPR Camera with Sun Shield-16m	\$ 6,495.00
334220	Vigilant Solutions	VSS11HWW	Mobile LPR 1-Camera kit Extended Hardwa	\$ 518.36
334220	Vigilant Solutions	VSS11SWW	Mobile LPR 1-Camera kit Extended Softwar	\$ 518.36
334220	Vigilant Solutions	VSS12HWW	Mobile LPR 1-Camera kit Extended Hardwa	\$ 1,036.72
334220	Vigilant Solutions	VSS13HWW	Mobile LPR 1-Camera kit Extended Hardwa	\$ 1,555.07
334220	Vigilant Solutions	VSS14HWW	Mobile LPR 1-Camera kit Extended Hardwa	\$ 2,073.43
334220	Vigilant Solutions	VSS21HWW	Mobile LPR 2-Camera kit Extended Hardwa	\$ 1,036.72
334220	Vigilant Solutions	VSS22HWW	Mobile LPR 2-Camera kit Extended Hardwa	\$ 2,073.43
334220	Vigilant Solutions	VSS23HWW	Mobile LPR 2-Camera kit Extended Hardwa	\$ 3,110.16
334220	Vigilant Solutions	VSS24HWW	Mobile LPR 2-Camera kit Extended Hardwa	\$ 4,146.87
334220	Vigilant Solutions	VSS31HWW	Mobile LPR 3-Camera kit Extended Hardwa	\$ 1,525.45
334220	Vigilant Solutions	VSS32HWW	Mobile LPR 3-Camera kit Extended Hardwa	\$ 3,110.16
334220	Vigilant Solutions	VSS33HWW	Mobile LPR 3-Camera kit Extended Hardwa	\$ 4,665.23
334220	Vigilant Solutions	VSS34HWW	Mobile LPR 3-Camera kit Extended Hardwa	\$ 6,220.30
334220	Vigilant Solutions	VSS41HWW	Mobile LPR 4-Camera kit Extended Hardwa	\$ 2,073.43
334220	Vigilant Solutions	VSS42HWW	Mobile LPR 4-Camera kit Extended Hardwa	\$ 4,146.87



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334220	Vigilant Solutions	VSS43HWW	Mobile LPR 4-Camera kit Extended Hardwa	\$ 6,220.30
334220	Vigilant Solutions	VSS44HWW	Mobile LPR 4-Camera kit Extended Hardwa	\$ 8,293.74
334220	Vigilant Solutions	VSS-CDFS-3HWW	Fixed Camera LPR System Extended Hardw	\$ 1,876.07
334220	Vigilant Solutions	VSS-CIP-I	Vigilant Competitive LPR Server Integrat	\$ 4,443.07
334220	Vigilant Solutions	VSS-CIP-S-01	Vigilant Competitive LPR Server Account	\$ 1,481.03
334220	Vigilant Solutions	VSS-CIP-S-02	Vigilant Competitive LPR Server Account	\$ 1,234.19
334220	Vigilant Solutions	VSS-CIP-S-03	Vigilant Competitive LPR Server Account	\$ 1,086.09
334220	Vigilant Solutions	VSS-CIP-S-04	Vigilant Competitive LPR Server Account	\$ 987.35
334220	Vigilant Solutions	VSS-IDP-COMFC-100	IDP Commercial Data 100	\$ 11,700.00
334220	Vigilant Solutions	VSS-IDP-COMFC-1000	IDP Commercial Data 1000	\$ 56,940.00
334220	Vigilant Solutions	VSS-IDP-COMFC-1500	Investigative Data Platform 1500	\$ 83,194.80
334220	Vigilant Solutions	VSS-IDP-COMFC-200	IDP Commercial Data 200	\$ 20,020.00
334220	Vigilant Solutions	VSS-IDP-COMFC-2000	Investigative Data Platform 2000	\$ 103,994.79
334220	Vigilant Solutions	VSS-IDP-COMFC-25	IDP Commercial Data 25	\$ 4,420.00
334220	Vigilant Solutions	VSS-IDP-COMFC-2500	Investigative Data Platform 2500	\$ 130,000.00
334220	Vigilant Solutions	VSS-IDP-COMFC-50	IDP Commercial Data 50	\$ 8,060.00
334220	Vigilant Solutions	VSS-IDP-COMFC-500	Investigative Data Platform 500	\$ 34,060.00
334220	Vigilant Solutions	VSS-IDP-COMFC-5000	IDP Commercial Data 5000	\$ 234,000.00
334220	Vigilant Solutions	VSS-ILP-1M3RE	Intelligence-Led Policing (ILP) Package	\$ 15,329.47
334220	Vigilant Solutions	VSS-ILP-2M3RE	Intelligence-Led Policing (ILP) Package	\$ 35,245.44
334220	Vigilant Solutions	VSS-ILP-3M3RE	Intelligence-Led Policing (ILP) Package	\$ 61,293.20
334220	Vigilant Solutions	VSS-ILP-4M3RE	Intelligence-Led Policing (ILP) Package	\$ 91,922.52
334220	Vigilant Solutions	VSS-ILP-5M3RE	Intelligence-Led Policing (ILP) Package	\$ 122,561.71
334220	Vigilant Solutions	VSS-ILP-6M3RE	Intelligence-Led Policing (ILP) Package	\$ 158,305.79
334220	Vigilant Solutions	VSS-ILP-TIER-1AF3RE	Intelligence-Led Policing (ILP) Package	\$ 26,314.36
334220	Vigilant Solutions	VSS-ILP-TIER-1AM1RE	Intelligence-Led Policing (ILP) Package	\$ 15,576.32
334220	Vigilant Solutions	VSS-ILP-TIER-1BF3RE	Intelligence-Led Policing (ILP) Package	\$ 22,725.14
334220	Vigilant Solutions	VSS-ILP-TIER-1BM1RE	Intelligence-Led Policing (ILP) Package	\$ 12,021.66
334220	Vigilant Solutions	VSS-ILP-TIER-1F3RE	Intelligence-Led Policing (ILP) Package	\$ 29,893.70
334220	Vigilant Solutions	VSS-ILP-TIER-1M1RE	Intelligence-Led Policing (ILP) Package	\$ 19,150.73
334220	Vigilant Solutions	VSS-ILP-TIER-2F6RE	Intelligence-Led Policing (ILP) Package	\$ 56,430.23
334220	Vigilant Solutions	VSS-ILP-TIER-2M2RE	Intelligence-Led Policing (ILP) Package	\$ 35,003.53
334220	Vigilant Solutions	VSS-ILP-TIER-3F9RE	Intelligence-Led Policing (ILP) Package	\$ 88,619.65
334220	Vigilant Solutions	VSS-ILP-TIER-3M3RE	Intelligence-Led Policing (ILP) Package	\$ 56,430.23
334220	Vigilant Solutions	VSS-ILP-TIER-4F12RE	Intelligence-Led Policing (ILP) Package	\$ 129,473.55
334220	Vigilant Solutions	VSS-ILP-TIER-4M4RE	Intelligence-Led Policing (ILP) Package	\$ 86,570.78
334220	Vigilant Solutions	VSS-ILP-TIER-5F15RE	Intelligence-Led Policing (ILP) Package	\$ 173,635.26
334220	Vigilant Solutions	VSS-ILP-TIER-5M5RE	Intelligence-Led Policing (ILP) Package	\$ 120,019.14
334220	Vigilant Solutions	VSS-ILP-TIER-6F18RE	Intelligence-Led Policing (ILP) Package	\$ 212,440.30
334220	Vigilant Solutions	VSS-ILP-TIER-6M6RE	Intelligence-Led Policing (ILP) Package	\$ 148,086.15
334220	Vigilant Solutions	VSS-ILP-TIER-7F21RE	Intelligence-Led Policing (ILP) Package	\$ 256,355.16
334220	Vigilant Solutions	VSS-ILP-TIER-7M7RE	Intelligence-Led Policing (ILP) Package	\$ 188,940.05
334220	Vigilant Solutions	VSS-ILP-TIER-8F24RE	Intelligence-Led Policing (ILP) Package	\$ 376,868.01
334220	Vigilant Solutions	VSS-ILP-TIER-8M8RE	Intelligence-Led Policing (ILP) Package	\$ 298,739.55
334220	Vigilant Solutions	VSS-LIC-01	Vigilant Perpetual License for LPR Clie	\$ 1,579.76
334220	Vigilant Solutions	VSS-PPU3POE-PPU	Replacement 1-Camera Portable Power Un	\$ 6,713.98
334220	Vigilant Solutions	VSS-RE-MOB-CASE	Reaper System Mobility Carrying Case	\$ 88

SIN/SIN(s) PROPOSED	MANUFACTURER NAME	VENDOR PART NO (if applicable)	PRODUCT NAME	DISCOUNT PRICE OFFERED TO GSA (including IFF)
334220	Vigilant Solutions	VSS-SCL1	Vigilant LPR Standard Service Package fo	\$ 222.16
334220	Vigilant Solutions	VSS-SCL2	Vigilant LPR Standard Service Package fo	\$ 187.60
334220	Vigilant Solutions	VSS-SCL3	Vigilant LPR Standard Service Package fo	\$ 162.91
334220	Vigilant Solutions	VSS-SCL4	Vigilant LPR Standard Service Package fo	\$ 113.54
334220	Vigilant Solutions	VSS-SOLAR-COMMS-1	Vigilant Solar Communications Box - 1 Ca	\$ 12,341.87
334220	Vigilant Solutions	VSS-SOLAR-COMMS-2	Vigilant Solar Communications Box - 2 Ca	\$ 18,512.82
334220	Vigilant Solutions	VSS-SVR	Vigilant System SU&C Server	\$ 6,121.57
334220	Vigilant Solutions	VSS-U-BASE-SET	High Impact Camera Magnet	\$ 294.23
334220	Vigilant Solutions	VSS-VPS-PI-GEN	Vigilant Parking Integration	\$ 1,184.89
334220	Vigilant Solutions	VSS-VPS-PT-01	Parking Enforcement System Toolkit	\$ 987.35
334220	WANCO, INC.	WAN-BATT1	Battery Upgrade 1 8-6VDC	\$ 944.58
334220	WANCO, INC.	WAN-BATT1-SEC	Battery Upgrade 1 6-6VDC with Locks	\$ 787.14
334220	WANCO, INC.	WAN-BATT2	Battery Upgrade 2 3-AGM	\$ 1,215.36
334220	WANCO, INC.	WAN-BATT2-SEC	Battery Upgrade 2 AGM with Locks	\$ 787.14
334220	WANCO, INC.	WAN-BATT3-SEC	Battery Upgrade 3 AGM with Locks	\$ 1,542.82
334220	WANCO, INC.	WAN-CHGR	Battery Charger - 45-amp	\$ 163.73
334220	WANCO, INC.	WAN-COLOR	Custom Color Scheme	\$ 629.71
334220	WANCO, INC.	WANCT-ADDLCAM	Security Camera Trailer Addl Camera	\$ 7,241.99
334220	WANCO, INC.	WANCT-DLX29FT	Security Camera Trailer Deluxe 29FT TWR	\$ 1,359.73
334220	WANCO, INC.	WANCT-MODEM-VER	Modem Option	\$ 2,188.85
334220	WANCO, INC.	WANCTS-COMMRTR1	Wireless Modem	\$ 1,467.85
334220	WANCO, INC.	WANCTS-COMMRTR2	Wireless Modem 4G	\$ 1,834.82
334220	WANCO, INC.	WANCTSM-7PIN	7 Pin Trailer Wiring Adapter (RV style)	\$ 42.81
334220	WANCO, INC.	WANCTSM-HITCH3PNT	Lunette Ring for 3-inch Pintle Hitch	\$ 189.59
334220	WANCO, INC.	WANCTSM-MULTICAMS	Multiple Camera Viewing Software	\$ 1,273.96
334220	WANCO, INC.	WANLT-AUTOSS	Auto Dusk/Dawn Start/Stop Engine Kit	\$ 2,093.18
334220	WANCO, INC.	WANLT-DUALEL	Dual Electric Winch Tower Lift-LT	\$ 1,181.11
334220	WANCO, INC.	WANLTL-AUTOSS	Auto Start/Stop Controller Long Run	\$ 2,093.18
334220	WANCO, INC.	WANLTS-ADDLLED	Additional 2ea 50W Light Fixtures	\$ 1,312.34
334220	WANCO, INC.	WANLTS-FOLDDR	Fold-up Drawbar	\$ 426.51
334220	WANCO, INC.	WANLTS-HITCH-LUN	Lunette Ring for 2.5-in Pintle Hitch	\$ 85.30
334220	WANCO, INC.	WANLTSM-100W	Replace 50W with 100W LED Med Solar	\$ 2,611.56
334220	WANCO, INC.	WANLTSM-ELEC	Electric Winch Tower Lift Med Solar	\$ 721.78
334220	WANCO, INC.	WANLTSM-EXBATT	Double Battery Capacity Med Solar	\$ 3,608.94
334220	WANCO, INC.	WANLTV-ELEC	Electric Winch Tower Lift-VLT	\$ 656.17
334220	WANCO, INC.	WAN-MODEM	Public Modem Option Message Boards	\$ 1,443.58
334220	WANCO, INC.	WAN-RADAR	Radar Option Message Boards	\$ 1,181.11
334220	WANCO, INC.	WANRST-3036REG	30x36 Regulatory Sign	\$ 125.93
334220	WANCO, INC.	WANRST-7PINHARN	7-Pin Trailer Wiring Harness Tail Lights	\$ 264.48
334220	WANCO, INC.	WANRST-BATT1	Battery Upgrade RST1 4 6VDC	\$ 314.86
334220	WANCO, INC.	WANRST-BATT2	Battery Upgrade RST2 2-AGM with Locks	\$ 982.37
334220	WANCO, INC.	WANRST-BATT3	Battery Upgrade RST3 3-AGM with Locks	\$ 1,763.22
334220	WANCO, INC.	WANRST-FLSH	Extreme Speed Flashing Strobes	\$ 229.65
334220	WANCO, INC.	WANRST-ICC	ICC Touchscreen Controller	\$ 656.17
334220	WANCO, INC.	WANRST-MODEM	Modem with GPS - No Service	\$ 1,443.58
334220	WANCO, INC.	WANRST-PREMCEL	Premium Cellular Service 250 MB	\$ 479.00
334220	WANCO, INC.	WANRST-SLR130	Solar Upgrade 130W	\$ 50

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334220	WANCO, INC.	WANRST-SLR170	Solar Upgrade 170W	\$ 818.64
334220	WANCO, INC.	WANRST-SLR200	Solar Upgrade 200W	\$ 1,070.53
334220	WANCO, INC.	WANRST-TRAFDATA-P	Traffic Data Premium-Modem-170W	\$ 5,183.75
334220	WANCO, INC.	WAN-RVMS-PD	Remote Video Monitoring for Message Sign	\$ 12,342.57
334220	WANCO, INC.	WAN-SUPP	Cellular Connection Support	\$ 314.86
334220	WANCO, INC.	WAN-TRAFDATA	Traffic Data Option Message Boards	\$ 2,296.59
334220	WANCO, INC.	WANVMS-SLR130-MINI	Solar Upgrade 130W	\$ 352.63
334220	WANCO, INC.	WANVMS-SLR170-FULL	Solar Upgrade 170W, FULL	\$ 314.86
334220	WANCO, INC.	WANVMS-SLR170-FULL-TR	Solar Upgrade 170W w Tilt & Rotate, FULL	\$ 1,133.50
334220	WANCO, INC.	WANVMS-SLR170-MINI	Solar Upgrade 170W	\$ 667.51
334220	WANCO, INC.	WANVMS-SLR170-TR	Solar Upgrade 170W with Tilt & Rotate	\$ 1,492.43
334220	WANCO, INC.	WANVMS-SLR260-FULL	Solar Upgrade 260W, FULL	\$ 1,026.45
334220	WANCO, INC.	WANVMS-SLR260-FULL-TR	Solar Upgrade 260W w Tilt & Rotate, FULL	\$ 1,857.67
334220	WANCO, INC.	WANVMS-SLR260-MINI	Solar Upgrade 260W	\$ 1,385.39
334220	WANCO, INC.	WANVMS-SLR260-TR	Solar Upgrade 260W with Tilt & Rotate	\$ 2,204.03
334220	WANCO, INC.	WCT-B4S	Security Camera Trailer-2 Cameras-Solar	\$ 53,428.04
334220	WANCO, INC.	WCT-BS-1NCX-06A	Security Camera Trailer-1 Camera-Solar	\$ 47,551.70
334220	WANCO, INC.	WCTS2	Camera Trailer Solar Surveillance	\$ 35,049.26
334220	WANCO, INC.	WCTSM-BLUELIGHT	Blue Flashing Warning Light w/J-Box	\$ 1,127.71
334220	WANCO, INC.	WCTSM-JUNCTIONBOX	Junction Box with 8 Contact Closure	\$ 603.05
334220	WANCO, INC.	WCTSM-PVS-SLR	Upgrade Tilting Solar for PVS	\$ 7,405.13
334220	WANCO, INC.	WCTSM-SLR-260-390	Upgrade 390 Watt Solar	\$ 434.20
334220	WANCO, INC.	WCTS-SM4A-730	Wanco Small-Size Solar Camera Trailer	\$ 52,564.19
334220	WANCO, INC.	WSDT3-S-PD	Public Safety Radar Speed Trailer	\$ 8,533.37
334220	WANCO, INC.	WTMMB-A-PD	Public Safety Full Matrix Message Board	\$ 21,401.26
334220	WANCO, INC.	WTMMBC-PD	Camera and Full Matrix Message Board	\$ 29,924.42
334220	WANCO, INC.	WVT3-A-PD	Public Safety Three Line Message Board	\$ 19,333.43
334220	WANCO, INC.	WVTM-5C-PD	Public Safety 5-Color Matrix Message Bd	\$ 33,326.83
334220	WANCO, INC.	WVTM-A-PD	Public Safety Mini Matrix Message Board	\$ 20,000.10
334220	WANCO, INC.	WVTMC-PD	Camera and Mini Matrix Message Board	\$ 29,561.71
334220	WANCO, INC.	WVTMM-L-PD	Public Safety Metro Matrix Message Sign	\$ 17,733.42
334220	WANCO, INC.	WVTMM-M-PD	Public Safety Metro Matrix Message Sign	\$ 16,400.08
335999	WANCO, INC.	WANLT-240VTL	240V Twist Lock Receptacle	\$ 144.79
335999	WANCO, INC.	WANLT-AUTOSTART	Automatic Engine Start/Stop Kit	\$ 1,914.76
335999	WANCO, INC.	WANLT-BATTBKT	Battery Blanket	\$ 249.09
335999	WANCO, INC.	WANLT-COLDSTART	Cold Start Aid Package-LTL	\$ 475.09
335999	WANCO, INC.	WANLT-CONTMT	Containment 3 Stage	\$ 1,609.86
335999	WANCO, INC.	WANLT-ELECWINDH	Electric Winch for Mast	\$ 1,570.60
335999	WANCO, INC.	WANLT-ELECWINDH-S	Single Electric Winch-Vertical & Compact	\$ 880.44
335999	WANCO, INC.	WANLT-ENGBLKHTR	Engine Block Heater	\$ 133.22
335999	WANCO, INC.	WANLT-ESHUTOFF	Emergency E-Stop Button-LTL	\$ 475.04
335999	WANCO, INC.	WANLT-EXTCLFAN	External Clutch Fan	\$ 1,175.69
335999	WANCO, INC.	WANLT-EXTR	Extended Run Fuel Tank Kit	\$ 1,744.14
335999	WANCO, INC.	WANLT-HYDLIFT	Hydraulic Lift Vertical & Compact	\$ 1,460.31
335999	WANCO, INC.	WANLT-LED	LED Lights Upgrade on 4MH	\$ 3,327.60
335999	WANCO, INC.	WANLT-LED320W	LED Lights Upgrade 350 Watt	\$ 1,963.99
335999	WANCO, INC.	WANLT-OFFRD-D	Off Road Trailer Std	\$ 95

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335999	WANCO, INC.	WANLT-OILPANHTR	Oil Pan Heater	\$ 249.17
335999	WANCO, INC.	WANLT-PASHUTOFF	Positive Air Shutoff	\$ 2,295.04
335999	WANCO, INC.	WANLTS-4ADDL	Add 4 Light Fixtures-LTS	\$ 3,152.72
335999	WANCO, INC.	WANLTS-BATTBXADDL	Add Second Battery Box/4Batt/3500 Axle	\$ 3,414.40
335999	WANCO, INC.	WANLTS-DUAL100	Dual 100W LED Lights	\$ 2,463.02
335999	WANCO, INC.	WANLTS-ELECTLIFT	One Electric Power Tower Lift	\$ 880.58
335999	WANCO, INC.	WANLT-TORAXL	Torsion Axle Upgrade	\$ 376.39
335999	WANCO, INC.	WANLT-WARNBCN	Warning Caution Beacon-LTL	\$ 515.56
335999	WANCO, INC.	WANLT-WIDE	Wide Body with Inside Storage	\$ 1,784.33
335999	WANCO, INC.	WCLT-4MK6K	Light Tower Compact Vertical Mast-Ku 6kW	\$ 11,213.21
335999	WANCO, INC.	WCLT-4MK8K	Light Tower Compact Vertical Mast-Ku7.5k	\$ 11,450.29
335999	WANCO, INC.	WCLT-4MM6K	Light Tower Compact Vertical Mast-M 6kW	\$ 10,889.70
335999	WANCO, INC.	WLT-4MK6K	Light Tower Trailer-Diesel Kubota 6kW11	\$ 11,005.00
335999	WANCO, INC.	WLT-4MK6KVL	Light Tower Vertical Mast-Kubota 6kW	\$ 12,140.66
335999	WANCO, INC.	WLT-4MK8K	WANCO Mobile Lt Tower-Kubota engine-8k	\$ 11,306.80
335999	WANCO, INC.	WLT-4MK8KVL	Light Tower Vertical Mast-Kubota 7.5kW	\$ 12,321.35
335999	WANCO, INC.	WLT-4MM6K	Light Tower Trailer-Mitsubishi 6 kW	\$ 10,718.46
335999	WANCO, INC.	WLT-4MM6KVL	Light Tower Vertical Mast-M 6kW	\$ 11,897.78
335999	WANCO, INC.	WLTS-M-1600	Wanco Solar Light Tower-Medium 1600W	\$ 28,977.27
335999	WANCO, INC.	WLTS-M-800	Wanco Solar Light Tower-Medium 800W	\$ 21,022.73
335999	WANCO, INC.	WLTS-MM4A-1050	Solar LED Light Tower Med 1050W	\$ 19,573.44
335999	WANCO, INC.	WLTS-MM4A-600	Solar LED Light Tower Med 600W	\$ 16,110.66
335999	WANCO, INC.	WLTS-SM4A	Solar LED Light Tower Small 600W	\$ 13,327.00
335999	WANCO, INC.	WLTS-SM4A-730	Solar LED Light Tower Small 730W	\$ 14,904.77
335999	WANCO, INC.	WSP25-RHINO	RHINO 20kW LED Light Tower	\$ 34,762.68
339950	MILLENIUUM PRODUCTS, INC	MIL-TR1	Equipment Training	\$ 1,821.40
339950	WANCO, INC.	WANAB-BATT1-12VDC	Add One (1) 12VDC Battery	\$ 107.91
339950	WANCO, INC.	WANAB-BATTBOX	Larger Battery Box for 4 Batteries	\$ 280.53
339950	WANCO, INC.	WANAB-BATTCHGR	Battery Charger- 2 Amp Duracell	\$ 98.02
339950	WANCO, INC.	WANAB-JACKCRANK	Corner Hand Crank Jacks (4ea)	\$ 144.09
339950	WANCO, INC.	WANAB-LUNETTE	2.5" Lunette Ring	\$ 88.99
339950	WANCO, INC.	WANAB-SLR50-65W	Increase Solar Panel from 50W to 65W	\$ 150.09
339950	WANCO, INC.	WANAB-SLR50-85W	Increase Solar Panel from 50W to 85W	\$ 287.05
339950	WANCO, INC.	WANAB-SPRINGPIN	Spring-Pins Replace Lanyard Snapper(4ea)	\$ 137.02
339950	WANCO, INC.	WAN-ADDLCORD	Additional Power Cord per 1 Foot	\$ 6.57
339950	WANCO, INC.	WAN-BATT-MTR	Battery Condition Meter for Solar Units	\$ 133.42
339950	WANCO, INC.	WAN-HITCH-CMBO	Combination 2" Ball / 2.5" Pintle Hitch	\$ 195.04
339950	WANCO, INC.	WANRST-7PIN-ROUND	7 Pin Trailer Wiring Harness (Round)	\$ 292.57
339950	WANCO, INC.	WANRST-7PIN-RV	7 Pin Trailer Wiring Adapter (RV Style)	\$ 54.98
339950	WANCO, INC.	WANRST-AXLELOCK	Axle Lock Bar	\$ 102.35
339950	WANCO, INC.	WANRST-HITCH-CMBO	Combo Hitch for 2.5" Pintle & 2" Ball	\$ 191.22
339950	WANCO, INC.	WANRST-HITCH-L2.5	Lunette Ring for 2.5" Pintle Hitch	\$ 95.63
339950	WANCO, INC.	WANRST-HITCH-L3	Lunette Ring for 3" Pintle Hitch	\$ 211.72
339950	WANCO, INC.	WANRST-REDLT	Red and Blue Flashing Strobe Light Kit	\$ 251.86
339950	WANCO, INC.	WANRST-SLR130W	Upgrade Solar Panel to 130 Watts	\$ 556.46
339950	WANCO, INC.	WANRST-SLR170W	Upgrade Solar Panel to 170 Watts	\$ 926.36
339950	WANCO, INC.	WAN-TIMER	365 Day Timer	\$ 728.47
339950	WANCO, INC.	WANVMAB-180PWRT	180 Degree Power Tilt for Vehicle MT AB	\$ 1,184.16

SIN/SIN(s) PROPOSED	MANUFACTURER NAME	VENDOR PART NO (if applicable)	PRODUCT NAME	DISCOUNT PRICE OFFERED TO GSA (including IFF)
339950	WANCO, INC.	WANVMAB-90PWRT	90 Degree Power Tilt for Vehicle MT AB	\$ 556.73
339950	WANCO, INC.	WANVMAB-90PWRT-LOW	90 Degree Power Tilt Low Profile for VM	\$ 1,184.16
339950	WANCO, INC.	WANVMAB-LED	LED Lights for Vehicle Mounted AB	\$ 512.18
339950	WANCO, INC.	WANVMAB-TLGATEMT	Tail-Gate Mount for Vehicle MT AB	\$ 33.65
339950	WANCO, INC.	WANVMFM-FLBEDFR	Flat Bed Frame Mounting Rack	\$ 743.00
339950	WANCO, INC.	WANVMFM-SVCTFR	Service Truck Top Mount	\$ 680.29
339950	WANCO, INC.	WANVMS-BATT1-AGM	Add 1ea 4D AGM SLA Battery	\$ 725.24
339950	WANCO, INC.	WANVMS-BATT2-6VDC	Add Two 6V DC Batteries	\$ 560.17
339950	WANCO, INC.	WANVMS-BATT2-AGM	Upgrade to Two AGM SLA 4D Batteries	\$ 642.96
339950	WANCO, INC.	WANVMS-BATT3-AGM	Upgrade to Three AGM SLA 4D Batteries	\$ 1,545.47
339950	WANCO, INC.	WANVMS-BATT4-6VDC	Add Four 6V DC Batteries	\$ 1,178.01
339950	WANCO, INC.	WANVMS-BATT-CHGR	Upgraded Battery Charger	\$ 190.52
339950	WANCO, INC.	WANVMS-BATT-MTR	Battery Condition Meter for Solar Units	\$ 152.58
339950	WANCO, INC.	WANVMS-BRAKE-ELEC	Upgrade to Electric Brake-2" Ball Hitch	\$ 619.71
339950	WANCO, INC.	WANVMS-BRAKE-HYD	Upgrade to Hydraulic Brake-2" Ball Hitch	\$ 830.30
339950	WANCO, INC.	WANVMS-CELMODG	Digital Cellular Modem Package with GPS	\$ 1,689.06
339950	WANCO, INC.	WANVMS-CELSVC	Cellular Service -Wanco Hosting 1 Year	\$ 259.48
339950	WANCO, INC.	WANVMS-CONTR	Hand Held Touch Screen Controller	\$ 1,116.77
339950	WANCO, INC.	WANVMS-HANDPUMP	Manual Hand Pump for Hydraulic Units	\$ 220.14
339950	WANCO, INC.	WANVMS-HITCH-2.5PNT	2.5" Pintle Hitch Replaces 2" Ball Hitch	\$ 108.09
339950	WANCO, INC.	WANVMS-HITCH-3PNT	3" Pintle Hitch Replaces 2" Ball Hitch	\$ 227.24
339950	WANCO, INC.	WANVMS-HITCH-CMBO	Combination 2" Ball / 3" Pintle Hitch	\$ 358.52
339950	WANCO, INC.	WANVMS-OUTRIG	Telescoping Outriggers	\$ 370.63
339950	WANCO, INC.	WANVMS-RADAR	Radar Speed Package	\$ 1,368.11
339950	WANCO, INC.	WANVMS-SECBAT-AGM	Security AGM Battery Box Replaces Std4/6	\$ 508.92
339950	WANCO, INC.	WANVMS-SECBAT-L	Security Battery Box Replaces Lrg 8	\$ 322.14
339950	WANCO, INC.	WANVMS-SECBAT-LC	Security Battery Box Replaces Std HD	\$ 247.11
339950	WANCO, INC.	WANVMS-SECBAT-S	Security Battery Box Replaces Std 4/6	\$ 388.44
339950	WANCO, INC.	WANVMS-SLR130-170W	Increase 130Watt to 170Watt Solar Panel	\$ 198.32
339950	WANCO, INC.	WANVMS-SLR130-260W	Increase 130Watt to 260Watt Solar Panel	\$ 642.54
339950	WANCO, INC.	WANVMS-SLR85-130W	Increase from 85 Watt to 130 Watt Solar	\$ 266.97
339950	WANCO, INC.	WANVMS-SLR85-170W	Increase from 85 Watt to 170 Watt Solar	\$ 504.13
339950	WANCO, INC.	WANVMS-SLR85-260W	Increase from 85 Watt to 260 Watt Solar	\$ 1,059.09
339950	WANCO, INC.	WANVMS-TRAFDATA	Traffic Data Collector	\$ 2,719.23
339950	WANCO, INC.	WANVMS-WHITE	White Paint Mini or Metro Message Boards	\$ 785.34
339950	WANCO, INC.	WANVMS-WINCH-ELEC	Electric Winch on Metro Message Board	\$ 1,149.39
339950	WANCO, INC.	WANVMS-WVTMM-L5C	Color Display Upgrade-5 Color LED BGWRA	\$ 11,281.57
339950	WANCO, INC.	WB8-A	Vehicle Mount Arrow Board 48x96-15LT-NI	\$ 1,597.67
339950	WANCO, INC.	WB8-LSA	Vehicle Mount Arrow Bd-48x96-15LT-7F-LN	\$ 2,598.53
339950	WANCO, INC.	WB8-LSAC	Vehicle Mount Arrow Bd-48x96-25LT-12F-L	\$ 2,820.52
339950	WANCO, INC.	WB8-SA	Vehicle Mount Arrow Bd-48x96-15LT-7F-NI	\$ 1,851.24
339950	WANCO, INC.	WB8-SAC	Vehicle Mount Arrow Bd-48x96-25LT-12F-N	\$ 2,091.79
339950	WANCO, INC.	WCBPM-110-2L	Caution Beacon Assy-PM-110 Watt-2 Light	\$ 4,714.42
339950	WANCO, INC.	WCBPM-55-1L	Caution Beacon Assy-PM-40/50 Watt-1 Lt	\$ 3,276.11
339950	WANCO, INC.	WCBSZ-55-3L-T	Caution Beacon Assy SZ-40/50Watt-3Lt-Tm	\$ 5,190.42
339950	WANCO, INC.	WFB4-A	Vehicle Mount Arrow Board-24x48-13LT	\$ 1,248.23
339950	WANCO, INC.	WFB5-A	Vehicle Mount Arrow Board-30x60-15LT	\$ 1,363.65
339950	WANCO, INC.	WFB5-LSA	Vehicle Mount Arrow Bd-30x60-15LT-7F-LE	\$ 2,359.16
339950	WANCO, INC.	WFB5-LSAC	Vehicle Mount Arrow Bd-30x60-25LT-12F-L	\$ 2,568.88

SIN/SIN(s) PROPOSED	MANUFACTURER NAME	VENDOR PART NO (if applicable)	PRODUCT NAME	DISCOUNT PRICE OFFERED TO GSA (including IFF)
339950	WANCO, INC.	WFB5-SA	Vehicle Mount Arrow Board-30x60-15LT-7F	\$ 1,552.16
339950	WANCO, INC.	WFB5-SAC	Vehicle Mount Arrow Board-30x60-25LT-12	\$ 1,760.20
339950	WANCO, INC.	WFB6-A	Vehicle Mount Arrow Board-36x72-15LT	\$ 1,490.40
339950	WANCO, INC.	WFB6-LSA	Vehicle Mount Arrow Bd-36x72-15LT-7F-LE	\$ 2,716.63
339950	WANCO, INC.	WFB6-LSAC	Vehicle Mount Arrow Bd-36x72-25LT-12F-L	\$ 2,875.71
339950	WANCO, INC.	WFB6-SA	Vehicle Mount Arrow Board-36x72-15LT-7F	\$ 1,872.48
339950	WANCO, INC.	WFB6-SAC	Vehicle Mount Arrow Board-36x72-25LT-12	\$ 2,060.99
339950	WANCO, INC.	WFBA-14	Vehicle Mount Arrow Shape-14LT-90PT	\$ 1,035.32
339950	WANCO, INC.	WFBA-14LP	Vehicle Mount Arrow Shape-14LT-90PT-LP	\$ 1,638.97
339950	WANCO, INC.	WFNG-36-2F	Fold-N-Go Safety Sign Trailer-36"-2F	\$ 4,481.86
339950	WANCO, INC.	WFNG-36-4F	Fold-N-Go Safety Sign Trailer-36"-4F	\$ 4,768.72
339950	WANCO, INC.	WFNG-48-2F	Fold-N-Go Safety Sign Trailer-48"-2F	\$ 4,661.14
339950	WANCO, INC.	WFNG-48-4F	Fold-N-Go Safety Sign Trailer-48"-4F	\$ 4,947.98
339950	WANCO, INC.	WS1SB8-LSA	Vehicle Skid Mount Traffic Director-15 R	\$ 4,425.21
339950	WANCO, INC.	WS1SB8-LSAC	Vehicle Skid Mount Traffic Director-25 R	\$ 4,666.96
339950	WANCO, INC.	WSBA-14	Vehicle Mount Arrow Shape-14LT-NMT	\$ 873.42
339950	WANCO, INC.	WSDP13AC	Radar Speed Sign Pole Mount-13" AC	\$ 3,761.69
339950	WANCO, INC.	WSDP13S	Radar Speed Sign Pole Mount-13" Solar	\$ 5,509.05
339950	WANCO, INC.	WSDP26AC	Radar Speed Sign Pole Mount-26" AC	\$ 4,527.95
339950	WANCO, INC.	WSDP26S	Radar Speed Sign Pole Mount-26" Solar	\$ 6,119.62
339950	WANCO, INC.	WSDT3-S	Matrix Radar Speed Trailer-26"Characters	\$ 9,353.06
339950	WANCO, INC.	WSDT3-S-LPR	Matrix Radar Speed Trailer Covert LPR	\$ 39,337.31
339950	WANCO, INC.	WSSP55-LSA	Vehicle Skid Mount Traffic Director-15 P	\$ 4,777.58
339950	WANCO, INC.	WSSP55-LSAC	Vehicle Skid Mount Traffic Director-25 P	\$ 5,084.91
339950	WANCO, INC.	WTLMB-A	Three Line Message Sign Trailer-Hydraul	\$ 19,921.65
339950	WANCO, INC.	WTMMB-A	Full Matrix Message Sign Trailer-Hydraul	\$ 20,618.23
339950	WANCO, INC.	WTRC	Airport Runway Closure Warning Trailer X	\$ 27,026.58
339950	WANCO, INC.	WTSP-LSA	Solar Traffic Director-50 Watt-15 Light	\$ 4,996.48
339950	WANCO, INC.	WTSP-LSAC	Solar Traffic Director-50 Watt-25 Light	\$ 5,146.66
339950	WANCO, INC.	WVMBM-2LP	Matrix Message Sign Vehicle Mount-2Lines	\$ 10,001.12
339950	WANCO, INC.	WVMBM-3LP	Matrix Message Sign Vehicle Mount-3Lines	\$ 10,897.77
339950	WANCO, INC.	WVT3-A	Mini Three Line Message Sign Trailer-Hyd	\$ 19,503.73
339950	WANCO, INC.	WVT3-B	Mini Three Line Message Sign Trailer-Man	\$ 18,946.48
339950	WANCO, INC.	WVTM-5C	Color Matrix Message Sign Trailer 104x59	\$ 36,079.17
339950	WANCO, INC.	WVTM-A	Mini Matrix Message Sign Trailer-Hydraul	\$ 19,833.00
339950	WANCO, INC.	WVTM-B	Mini Matrix Message Sign Trailer-Manual	\$ 19,643.04
339950	WANCO, INC.	WVTMC	Mini Matrix Traffic Monitoring Trailer	\$ 33,446.87
339950	WANCO, INC.	WVTMM-L	Metro Matrix Message Sign Trailer Large	\$ 17,234.21
339950	WANCO, INC.	WVTMM-M	Metro Matrix Message Sign Trailer Medium	\$ 15,866.41
339999S	John Thomas	JTI-BATTPK	Battery Pack Upgrade	\$ 432.00
339999S	John Thomas	JTI-DETECTOR	Radar Vehicle Motion Detector	\$ 1,560.00
339999S	John Thomas	JTI-SOLARKIT	Solar Assist Kit - Sentinel	\$ 1,291.20
339999S	John Thomas	PRS1000	PortaPole Hardwired	\$ 27,372.00
339999S	John Thomas	PRS2000	PortaPole Wireless Rapid ResponseSignal	\$ 44,587.20
339999S	JOHN THOMAS	PTS-2000	Portable Traffic Signal-Solar	\$ 68,765.74
339999S	JOHN THOMAS	PTS-KNOCKDN	Knock Down Box-Wireless	\$ 4,094.88
339999S	JOHN THOMAS	PTS-OHLIGHT	Trailer Safety Light	\$ 456.03
339999S	JOHN THOMAS	PTS-OPSYS	Galaxy Operating Conversion Kit	\$ 12,741.38
339999S	JOHN THOMAS	PTS-OPTICALPRE	Optical Preemption	\$ 10,017.05

SIN/SIN(s) PROPOSED	MANUFACTURER NAME	VENDOR PART NO (if applicable)	PRODUCT NAME	DISCOUNT PRICE OFFERED TO GSA (including IFF)
339999S	JOHN THOMAS	PTS-PILOTCTRL	Pilot Car/Flagger Remote	\$ 3,641.00
339999S	JOHN THOMAS	PTS-REMOTEMON-C	Remote Monitoring-Cellular	\$ 1,364.91
339999S	JOHN THOMAS	PTS-REMOTESEN	Remote Wireless Sensor	\$ 1,911.10
339999S	JOHN THOMAS	PTS-SOUNDPRE	Sound Preemption System	\$ 16,836.09
339999S	JOHN THOMAS	PTS-TRFSEN-M	Traffic Sensor-Microwave	\$ 2,184.17
339999S	JOHN THOMAS	PTS-TRFSEN-R	Traffic Sensor-Doppler	\$ 2,184.17
339999S	JOHN THOMAS	PTS-VIDEODET	Video Detection	\$ 9,101.36
339999S	John Thomas	SENTINEL	Sentinel Wheeled Based	\$ 12,300.00
339999S	John Thomas	SENTINEL-AFAD	Sentinel AFAD - Wheeled based	\$ 12,918.01
339999S	John Thomas	SENTINEL-DAD	Sentinel Driveway Assistance Device WB	\$ 12,300.00
339999S	John Thomas	SENTINEL-TM-AFAD	Automated Flagger Assistance Device TM	\$ 17,874.01
339999S	John Thomas	SENTINEL-TM-DAD	Sentinel Driveway Assistance Device TM	\$ 17,220.00
339999S	John Thomas	SENTINEL-TM-PTS	Sentinel Trailer Mounted	\$ 17,220.00
339999S	Vetted Security Solutions	VSS-VMS-ADDLAGM	Additional AGM Battery	\$ 816.08
339999S	WANCO, INC.	WAFD	Wanco AFAD Trailer	\$ 13,440.00
339999S	WANCO, INC.	WANAB-7PIN	Trailer Wiring Adapter 7 Pin RV Style	\$ 57.26
339999S	WANCO, INC.	WANAB-COLOR	Custom Color Scheme	\$ 818.06
339999S	WANCO, INC.	WANAB-SLR50-100W	Increase Solar Panel from 50W to 100W	\$ 507.90
339999S	WANCO, INC.	WANAB-TRACKER	Asset Tracker GPS w/ 5 Years Service	\$ 653.03
339999S	WANCO, INC.	WANAFAD-SOLAR100W	AFAD 100 Watt Solar	\$ 144.00
339999S	WANCO, INC.	WANAFAD-SPRINGARM	AFAD Spring Loaded Gate Arm Kit	\$ 876.00
339999S	WANCO, INC.	WAN-ARCTWTHR	Arctic Weather Package -40° F to 140°	\$ 1,778.40
339999S	WANCO, INC.	WAN-BATT-AGM	Two 12V AGM Battery Upgrade 200Ah@24	\$ 754.04
339999S	WANCO, INC.	WAN-COLDWTHR	Cold Weather Package -20° F to 140°	\$ 497.94
339999S	WANCO, INC.	WANMET-AGM-218755-C1H	Wanco Standard Battery Box 2 AGM	\$ 720.00
339999S	WANCO, INC.	WANRSP-CELLSP	Cellular Support	\$ 341.46
339999S	WANCO, INC.	WANRSP-CELLSVC-FLT	Cellular Service	\$ 420.57
339999S	WANCO, INC.	WANRSP-FLSHBCN	Flashing Beacon	\$ 554.90
339999S	WANCO, INC.	WANRSP-FLSHSTR	Flashing Strobes Inside Display	\$ 250.97
339999S	WANCO, INC.	WANRSP-ICC	ICC touchscreen controller	\$ 682.94
339999S	WANCO, INC.	WANRSP-MODEM1	Modem Generic with GPS	\$ 956.12
339999S	WANCO, INC.	WANRSP-MODEM2	Modem with GPS	\$ 1,365.90
339999S	WANCO, INC.	WANRSP-SLR130W	Solar Upgrade to 130 Watts	\$ 557.30
339999S	WANCO, INC.	WANRSP-SLR170W	Solar Upgrade to 170 Watts	\$ 923.34
339999S	WANCO, INC.	WANRSP-SLR260W	Solar Upgrade to 260 Watts	\$ 1,671.86
339999S	WANCO, INC.	WANRSP-SPLMT	Speed Limit Sign	\$ 337.03
339999S	WANCO, INC.	WANRSP-TRAFDATA-L	Traffic Data Classifier-Local	\$ 2,542.63
339999S	WANCO, INC.	WANRST-36IN	Upgrade Speed Limit Sign to 36" Size	\$ 150.24
339999S	WANCO, INC.	WANRST-BATT1-AGM	Upgrade 2-6VDC Batteries to 1-AGM SLA 4H	\$ 256.11
339999S	WANCO, INC.	WANRST-BATT1-AGM-S	Upgrade 2-6VDC Batteries to 1-AGM Secur	\$ 549.79
339999S	WANCO, INC.	WANRST-BATT2-AGM-S	Upgrade 2-6VDC Batteries to 2-AGM Secur	\$ 1,225.21
339999S	WANCO, INC.	WANRST-BATT3-AGM-S	Upgrade 2-6VDC Batteries to 3-AGM Secur	\$ 2,199.09
339999S	WANCO, INC.	WANRST-BATT4	Upgrade 2-6VDC Batteries to 4-6VDC	\$ 392.68
339999S	WANCO, INC.	WANRST-FLSTROBE	Extreme Speed Flashing Strobe	\$ 250.97
339999S	WANCO, INC.	WANRST-ICC	ICC Touchscreen Controller	\$ 710.26
339999S	WANCO, INC.	WANRST-SLR200W	Upgrade Solar Panel to 200 Watts	\$ 1,195.84
339999S	WANCO, INC.	WANRST-TRAFDATA-L	Traffic Data Collector Local	\$ 2,786.45
339999S	WANCO, INC.	WANRST-TRAFDATA-P	Traffic Data Collector Premium	\$ 4,876.26
339999S	WANCO, INC.	WANRSTV-BATT2-AGM-S	Upgrade 4-6VDC Batteries to 2-AGM Secur	\$ 1,124.00

SIN/SIN(s) PROPOSED	MANUFACTURER NAME	VENDOR PART NO (if applicable)	PRODUCT NAME	DISCOUNT PRICE OFFERED TO GSA (including IFF)
339999S	WANCO, INC.	WANRSTV-BATT3-AGM-S	Upgrade 4-6VDC Batteries to 3-AGM Security	\$ 1,806.41
339999S	WANCO, INC.	WANRSTV-BATT4-S	Security Battery Box w Puck Locks	\$ 508.52
339999S	WANCO, INC.	WANRSTV-BATT6	Upgrade 4-6VDC Batteries to 6-VDC	\$ 573.33
339999S	WANCO, INC.	WANRSTV-BDECK	Ballasted Trailer Deck-Vertical	\$ 358.53
339999S	WANCO, INC.	WANRSTV-FLBCN-D12	Flashing Beacons 12" LED Signal Light	\$ 1,532.52
339999S	WANCO, INC.	WANRSTV-FLBCN-D8	Flashing Beacons 8" LED Signal Light	\$ 1,532.52
339999S	WANCO, INC.	WANRSTV-FLBCN-DP	Flashing Beacons Top/Bottom LED	\$ 635.15
339999S	WANCO, INC.	WANRSTV-FLBCN-P	Flashing Amber Back Light	\$ 212.05
339999S	WANCO, INC.	WANRSTV-SLR130W	Upgrade Solar Panel to 130 Watt-Vertical	\$ 397.76
339999S	WANCO, INC.	WANRSTV-SLR170W	Upgrade Solar Panel to 170 Watt-Vertical	\$ 752.90
339999S	WANCO, INC.	WANRSTV-SLR260W	Upgrade Solar Panel to 260 Watt-Vertical	\$ 1,547.55
339999S	WANCO, INC.	WAN-SCHSP	School Zone Speed Limit Sign	\$ 375.61
339999S	WANCO, INC.	WAN-SLRB130	Solar 130 W for Beacon	\$ 682.94
339999S	WANCO, INC.	WANVMS-BATT-CHGR75	Upgraded Battery Charger 75	\$ 281.34
339999S	WANCO, INC.	WANVMS-BRAKE-HYDFR	Hydraulic Free Backing Brake	\$ 1,026.95
339999S	WANCO, INC.	WANVMS-CAT5	Cat 5 Cable	\$ 184.38
339999S	WANCO, INC.	WANVMS-CELMODG-GV	Digital Cellular Modem GPS-Gen	\$ 975.18
339999S	WANCO, INC.	WANVMS-CELMODG-WV	Digital Cellular Modem GPS-Wanco	\$ 654.77
339999S	WANCO, INC.	WANVMS-CELMODSVC250	Cellular Service-Wanco Hosting 1 Year 25	\$ 444.78
339999S	WANCO, INC.	WANVMS-FLTMGR	Fleet Manager Software	\$ 143.36
339999S	WANCO, INC.	WANVMS-HITCH-CMBO2	Combination 2" Ball / 2.5" Pintle Hitch	\$ 348.28
339999S	WANCO, INC.	WANVMS-MODEM	Remote Video Modem	\$ 2,503.26
339999S	WANCO, INC.	WANVMS-SECBAT2-AGM	Security Battery Box with Puck Locks	\$ 981.66
339999S	WANCO, INC.	WANVMS-SECBAT3-AGM	Security Battery Box with Puck Locks	\$ 1,924.09
339999S	WANCO, INC.	WANVMS-SECBAT4-6VDC	Security Battery Box with Puck Locks	\$ 372.87
339999S	WANCO, INC.	WANVMS-SECBAT6-6VDC	Security Battery Box with Puck Locks	\$ 938.98
339999S	WANCO, INC.	WANVMS-SLRFM-170	Increase Solar to 170 Watt Solar Panel	\$ 358.52
339999S	WANCO, INC.	WANVMS-SLRFM-260	Increase Solar to 260 Watt Solar Panel	\$ 1,146.52
339999S	WANCO, INC.	WANVMS-SLRM-130W	Increase Solar to 130 Watt Solar Panel	\$ 397.73
339999S	WANCO, INC.	WANVMS-SLRM-170W	Increase Solar to 170 Watt Solar Panel	\$ 752.84
339999S	WANCO, INC.	WANVMS-SLRM-260W	Increase Solar to 260 Watt Solar Panel	\$ 1,547.46
339999S	WANCO, INC.	WANVMS-SLRTR-130-170	Solar Tilt & Rotate 170 Watts fr 130	\$ 1,278.39
339999S	WANCO, INC.	WANVMS-SLRTR-130-260	Solar Tilt & Rotate 260 Watts fr 130	\$ 2,075.01
339999S	WANCO, INC.	WANVMS-SLRTR-85-260	Solar Tilt & Rotate 260 Watts fr 130	\$ 2,461.86
339999S	WANCO, INC.	WANVMS-SPARE	Add Spare Tire to Trailer Unit	\$ 233.58
339999S	WANCO, INC.	WANVMS-TRAFVMS	Traffic Safety Monitoring Camera	\$ 8,988.64
339999S	WANCO, INC.	WANVMS-TRAFVMS	VMS Software for Message Board	\$ 420.57
339999S	WANCO, INC.	WANVMS-VIDEO	Remote Video Monitoring Package	\$ 15,940.83
339999S	WANCO, INC.	WSDT-TV	Matrix Radar Speed Trailer Vertical	\$ 10,070.39
339999S	WANCO, INC.	WSSP55-LSAC-LP	Arrow Board Low Profile Skid 25 Light	\$ 5,154.56
339999S	WANCO, INC.	WSSP55-LSA-LP	Arrow Board Low Profile Skid 15 Light	\$ 4,849.97
339999S	WANCO, INC.	WTMMBC	Full Matrix Traffic Monitoring Trailer	\$ 35,155.87
ANCILLARY	Vetted Security Solutions	VSS-KIT-CAB	Mobile ALPR Cigarette Power Cable	\$ 302.27





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# License Plate Readers

Pursuant to section 316.0777(2)(b), Florida Statutes, the Florida Department of Transportation (FDOT) may approve the installation of an automated license plate recognition (LPR) system, also known as a license plate reader, within the right-of-way, as defined in section 334.03(21), Florida, Statutes, of a road on the State Highway System at the request of a law enforcement agency. LPR installations must be authorized through a General Use Permit in accordance with Rule 14-20.010 of the Florida Administrative Code. The following criteria applies to LPR permit applications:

- The permit applicant must be a law enforcement agency as defined in section 316.0777(2)(a), Florida Statutes. However, an application may be submitted by an authorized representative of a law enforcement agency upon submittal of a certified letter from the law enforcement agency authorizing the individual to submit the permit application on the law enforcement agency's behalf.
- The Automated License Plate Recognition System Placement and Installation Guidelines apply to all LPR permit applications. Please review these guidelines on this page prior to submitting a permit application.
- Approved General Use Permits for LPRs are subject to the Special Provisions to General Use Permit for New Installations of Automated License Plate Recognition Systems on the State Highway System, which will be attached to all approved LPR permits. Please review the special provisions prior to submitting a permit application and attach the provisions to the application.
- Permit applications may be submitted via the [FDOT One-Stop Permitting Website](#) or by contacting the local FDOT Operations Center or Maintenance Yard that has responsibility for the area where the LPRs are to be installed. Applicants are encouraged to contact the local FDOT Operations Center prior to applying. Contact information can be found on the [FDOT One-Stop Permitting Website](#). The required application is the General Use Permit Application, Form 850-040-05.
- Installation and removal of an LPR is at the sole expense of the requesting law enforcement agency. FDOT is not liable for any damages caused by the requesting law enforcement agency's operation of an LPR.
- The LPR must be removed within 30 days after FDOT notifies the requesting law enforcement agency that such removal must occur.
- Approved General Use Permits for LPRs will be valid for 5 years. At the end of the 5-year term, the law enforcement agency may apply for another 5-year term subject to approval by FDOT and any subsequent standards in effect at that time.

[Special Provisions](#)

[Install Guidelines/FAQs](#)

For more information on permit applications, please visit the [FDOT One-Stop Permitting Website](#).



## Automated License Plate Recognition System Placement and Installation Guidelines July 1, 2023

### Section 1.0 General

Pursuant to section 316.0777(2)(b), Florida Statutes, the Florida Department of Transportation (FDOT) may approve the installation of an automated license plate recognition (LPR) system, also known as a license plate reader, within the right-of-way, as defined in section 334.03(21), Florida Statutes, of a road on the State Highway System at the request of a law enforcement agency. In addition to site-specific restrictions and local ordinances, such installation must be in accordance with the following placement and installation guidelines.

### Section 2.0 Application and Documentation

A party requesting to install an LPR within the right-of-way of a road on the State Highway System shall complete and submit a General Use Permit Application, Form 850-040-05, and the following documentation:

1. Letter from the Law Enforcement Agency using Agency letterhead and signed by Chief Executive requesting the installation of an LPR and authorizing the individual to submit the permit application on behalf of the Law Enforcement Agency.
2. Site Plans denoting the location(s) (latitude and longitude) of each proposed installation, proximity to all nearby FDOT infrastructure (e.g., traffic control devices and Intelligent Transportation System (ITS) devices), and all other location and offset criteria denoted above in *Section 2.0*. Site Plans shall include all pertinent electrical and communication details. (Applicants are encouraged to contact the local FDOT Operations Center prior to submitting a permit.)
3. Manufacturer-provided standard structural installation details and foundation details for use on FDOT right-of-way that are signed and sealed by a Florida-licensed Professional Engineer.
4. A certification statement signed by an authorized official of the manufacturer indicating that the manufacturer's LPR system conforms to FDOT's LPR specifications and guidelines.

### Section 3.0 Placement and Installation Guidelines

The following requirements apply to the placement and installation of new LPRs within the right-of-way:

1. The placement and installation of LPR systems shall not reduce, impede, restrict, or obstruct driver view or site distance of any intersection or existing traffic control devices, including guide, warning, and regulatory signs, nor interfere with any traffic control signal or other FDOT or Traffic Signal Maintaining Agency equipment.
2. LPR systems shall be independent stand-alone structures with independent communications and an independent electric or solar power source. The FDOT traffic signal system communications interconnect or fiber communications shall not be used to transport or access LPR system data.
3. LPR systems shall have breakaway support mechanisms meeting the requirements in the American Association of State Highway and Transportation Officials LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals; or slip base design as required by FDOT Standard Specification 700-3.1.2.2, unless placed behind an existing barrier with the appropriate setback distance. Each W-beam Guardrail requires a 5-foot setback from the face of the barrier and concrete barriers require a 2-foot setback from the face of the barrier.
4. LPRs shall not be placed in medians or within sidewalks. Any placement adjacent to sidewalks must meet or exceed the current minimum Americans with Disabilities Act (ADA) requirements.

5. LPRs, with the breakaway support mechanism or slip-base design, meeting the criteria shall be installed as close to the right-of-way line as possible but no closer than the following:
  - a. 4 feet from the face of the curb for curbed arterial and collector roadways with posted speed limits of 45 mph or less.
  - b. 12 feet from edge of the traveled way for all other arterial and collector roadways, unless placed behind an existing barrier with the appropriate setback distance noted in paragraph 3 above.
  - c. Clear Zone Width requirements found in Table 215.2.1 of the FDOT Design Manual for limited access roadways, unless placed behind an existing barrier with the appropriate setback distance noted in paragraph 3 above.
6. If the LPR system uses an illuminator device, it shall be mounted, positioned, or angled to limit effects on the driver's visual field of view and the illumination shall not be visible to the human eye.

## Section 4.0 Frequently Asked Questions

1. What type or functional classification roadways are eligible for LPR installations?  
Answer: All State-owned roadways are eligible to have LPRs installed, including limited access facilities, principal arterials, suburban arterials, and collector roadways.
2. Is a General Use Permit required for installations not on the State Highway System?  
Answer: Not from FDOT. The local agency responsible for the operations and maintenance of that roadway is responsible for reviewing proposed installations that are not on the State Highway System.
3. Who can apply for the General Use Permit to install LPRs?  
Answer: Only Law Enforcement Agencies will be the Permittees. Law Enforcement Agencies may authorize others to apply for the permit to install LPRs on the State Highway System.
4. Are new applications required for existing LPRs currently installed on public roadways?  
Answer: Existing LPRs that have been installed on structures being maintained by a local agency per a maintenance agreement on the State Highway System prior to July 1, 2023, can remain in their existing state, and are considered grandfathered in. Existing LPRs not on structures being maintained by a local agency per a maintenance agreement must be removed by the Law Enforcement Agency and the Law Enforcement Agency must apply for a new permit.
5. Can the LPR cameras be attached to existing infrastructures within the right-of-way?  
Answer: No, new LPR installations are not allowed to be installed on existing structures, such as signal mast arms, light poles, ITS poles, sign support structures, or bridge decks.
6. How may LPRs be powered? And will there be a separate utility permit required?  
Answer: LPRs must be powered by stand-alone solar panels or connected to AC power through an electric utility supply meter provided by the area power utility company through their normal permit or application process.
7. Can LPR communications be connected to signal and FDOT fiber communications?  
Answer: No, LPR communications must have its own and separate communication network and cannot be coexisting within State-owned conduit.
8. Can LPRs be installed within FDOT right-of-way that is adjacent to or part of a military base?  
Answer: Those locations are subject to site-specific restrictions which may not allow the installation of LPRs. Applicants are encouraged to contact the local FDOT Operations Center prior to submitting a permit application.
9. Can the permits be renewed after the 5-year term?  
Answer: The Permittee may apply for a new permit using the existing permit documents and backup what was submitted with the original application. If any requirements or changes have been made to the Statute, Administrative Code, Guidelines, or Special Provisions, revisions may be required from the applicant. A new permit number will be assigned as part of the approval to the new request.



**Special Provisions to General Use Permit for New Installations of  
Automated License Plate Recognition (LPR) Systems on the State Highway System  
July 1, 2023**

1. Any LPR system placed within, under, over, or along the state right-of-way that is found by the Florida Department of Transportation (FDOT) to be interfering in any way with the convenient, safe, or continuous use, or maintenance, improvement, extension, or expansion of the state roadway facility shall, within thirty (30) days of written notice to the Permittee by FDOT or its agent, be removed or relocated by the Permittee at the Permittee's own expense. If the Permittee does not remove the LPR system, FDOT may remove it at the Permittee's expense. This in no way restricts FDOT from immediately removing any individual LPR camera that is an immediate safety concern or that is causing an unsafe condition.
2. The Permittee agrees that in the event the relocation of an LPR is to be done simultaneously with FDOT's construction work, the Permittee will coordinate with FDOT before proceeding and shall cooperate with the FDOT's contractor to arrange the sequence of work to not delay the work of the FDOT contractor and shall comply with all provisions of the issued permit. Further, the Permittee shall defend the Department against any legal claims by FDOT's contractor due to delays caused by the Permittee's failure to comply with the approved construction schedule.
3. The Permittee shall comply with all applicable provisions of Chapter 556, Florida Statutes (Underground Facility Damage Prevention and Safety Act), including but not limited to, those pertaining to requests for locating their underground facilities.
4. The Permittee is responsible for the repair of any LPR system installed by the Permittee under this permit. Prompt repair and restoration of the right-of-way to its original condition before such damage is required. If the Permittee fails to perform such restoration, FDOT is authorized to do so and charge the Permittee the cost thereof or may remove the LPR system at Permittee's expense.
5. Should the Permittee deactivate the LPR system, the Permittee shall remove the LPR system within thirty (30) days of deactivation.
6. The Permittee shall install a new LPR system on standalone poles and shall not attach it to any bridge structure, sign support structure, traffic signal mast arms, light poles, or other structures or traffic control devices within the FDOT right-of-way.
7. The Permittee shall meet current FDOT Standard Specifications for Road and Bridge Construction for all electrical and communication conduit and pull and junction boxes installed.
8. The Permittee shall ensure that the LPR system has its own electrical service or power supply. The service shall not be supplied from the traffic signal controller cabinet, lighting, or other features within the right-of-way. Payment of electrical service costs for the LPR system will be the sole responsibility of the Permittee.
9. The Permittee shall ensure that the LPR system will be on its own communications system. The traffic signal system communications interconnect or fiber communications shall not be used to transport or access LPR system data.
10. The Permittee shall present as-built Plans at permit close-out documenting all field-adjusted locations.
11. This permit is valid for a period of five (5) years.



Florida Department of

# TRANSPORTATION

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## One Stop Permitting

Welcome to the Florida Department of Transportation's One Stop Permitting site. From this website you will be able to see the permits that are administered by the Florida Department of Transportation (FDOT), the Florida Administrative Code (F.A.C.) Rule Chapters that govern the permit requirements, and information concerning the permit applications and how to submit them. Contact information for permit staff can be found under the Permit Offices tab. You can find the appropriate contact information for your county of interest by using the interactive map. If you are interested in obtaining information on permits that have been issued by the FDOT, you can use the GIS Permit Search or Reports tab to run various reports.

Please be advised that OSP works best in the following internet browsers: Chrome, Edge, and IE in 64-bit processing mode.

Please Note: Office of Information Hours of Availability for enterprise applications.

### Wrong type of Permit?

Visit the Licensing and Permitting section of [MyFlorida.com](http://MyFlorida.com)

For permits NOT associated with the Florida State Highway System, please contact your local County or City government office.

**One-Stop Permitting (OSP)**

Report technical problems to the Service Desk at 1-866-955-4357

For questions regarding your permit, please contact the appropriate office located on the Permit Office Locations page.

**Web Policies and Notices - Accessibility Statement**

THE FLORIDA SENATE  
2023 SUMMARY OF LEGISLATION PASSED

## Committee on Transportation

### CS/CS/CS/HB 1305 — Department of Transportation

by Infrastructure Strategies Committee; Infrastructure and Tourism Appropriations Subcommittee; Transportation and Modals Subcommittee; and Rep. Abbott (CS/CS/CS/SB 1250 by Fiscal Policy Committee; Appropriations Committee on Transportation, Tourism, and Economic Development; Transportation Committee; and Senator DiCeglie)

The bill (Chapter 2023-70, L.O.F.) contains multiple provisions relating to the Florida Department of Transportation (FDOT), as well as other transportation-related issues. The bill:

- Increases the maximum amount of debt service coverage that may be transferred from the State Transportation Trust Fund to the Right-of-Way Acquisition and Bridge Construction Trust Fund, from \$350 million annually to \$425 annually, and increases the maximum term of state bonds using federal appropriations for federal aid highway construction, from 12 years to 18 years.
- Authorizes the Florida Development Finance Corporation to issue revenue bonds to finance the costs of acquisition or construction of a transportation facility by a private entity or a consortium of private entities under a specified public-private partnership.
- Authorizes the FDOT to fund up to 100 percent of project costs for eligible intermodal logistics center projects in rural areas of opportunity and, subject to the availability of appropriated funds, to fund up to 100 percent of eligible project costs for specified projects at certain publicly owned, publicly operated airports located in a rural community.
- Authorizes installation, as specified, of automated license plate recognition systems within the rights-of-way of the State Highway System at the discretion of the FDOT when installed at the request of a law enforcement agency for the purpose of collecting active criminal intelligence or investigative information.
- Prohibits the FDOT from requiring a site-approval applicant to provide a written agreement with other airport sites regarding traffic pattern separation procedures, except under specified conditions; requires the FDOT to publish a certain notice of receipt of a private temporary airport registration application; specifies the period during which such application may be approved or denied; requires the FDOT to issue registration concurrent with site approval; and provides for approval of an application by default.
- Authorizes the FDOT to purchase promotional items for the promotion of electric vehicle use and charging stations, autonomous vehicles, and context design for electric and autonomous vehicles.
- Authorizes the FDOT to expend funds, within its discretion, for training, testing, and licensing for full-time employees of the FDOT who are required to have a valid Class A or Class B commercial driver license as a condition of employment with the FDOT.
- Increases from \$120 million to \$200 million the FDOT's annual cap on the award of contracts using innovative techniques of highway and bridge design, construction, maintenance, and finance; and excludes low-bid design-build milling and resurfacing contracts from the annual cap.
- Increases from \$250,000 to \$500,000 the cap on entering into contracts for construction and maintenance without advertising and receiving competitive bids for reasons of public

concern, economy, improved operations, or safety, and only when circumstances dictate rapid completion of the work.

- Revises requirements for design-build contracts, allowing the FDOT to combine the design and construction phases of any transportation project; authorizes the FDOT to enter into phased design-build contracts under specified conditions and following specified processes; provides requirements for such contracts; and includes phased design-build contracts in current provisions of law relating to advertising and awarding design-build contracts.
- Abolishes the Chairs Coordinating Committee and requires the metropolitan planning organizations (MPOs) serving specified counties to submit a feasibility report by December 31, 2023, exploring the benefits, costs, and process of consolidation into a single MPO serving the contiguous urbanized area, with specified goals.
- Requires that public transit development plans of eligible providers of public transit block grants be consistent, to the maximum extent feasible, with the long-range transportation plans of the MPO in which the provider is located; and revises annual public transit provider reporting requirements.
- Requires the FDOT to adopt by rule minimum safety standards for certain fixed-guideway transportation systems operating in this state and to conduct structural safety inspections of such systems as specified.
- Effective upon becoming a law, reestablishes the Greater Miami Expressway Agency, subject to the revised powers, governance, jurisdiction, and duties contained in the bill.
- Effective upon becoming a law, repeals ch. 348, Part IV, F.S., relating to creation and operation of the Santa Rosa Bay Bridge Authority (SRBBA); transfers governance and control of the SRBBA, the bridge system, and any remaining SRBBA assets and rights to the FDOT; authorizes the FDOT to assume legal liability for contractual obligations determined to be necessary; and authorizes transfer of the bridge system to the turnpike system.

If approved by the Governor, or allowed to become law without the Governor's signature, these provisions take effect July 1, 2023, except as otherwise provided.

*Vote: Senate 26-14; House 83-32*



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**GENERAL USE PERMIT**

Date: \_\_\_\_\_ Permit No.: \_\_\_\_\_

Name of Applicant or Authorized Agent: \_\_\_\_\_

Entity (if applicable): \_\_\_\_\_

(If entity, furnish contact information for responsible representative)

Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

City/State: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Activity / Project Site**

County: \_\_\_\_\_ State Road: \_\_\_\_\_ Section: \_\_\_\_\_

From Mile Post: \_\_\_\_\_ to Mile Post: \_\_\_\_\_

Construction Proposed or Underway: Yes  No  FM Project No.: \_\_\_\_\_

Name of Municipality if Work is within Limits: \_\_\_\_\_

Description of Work Activity: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**General Provisions**

1. Attach any pertinent plans or drawings.
2. Attach notification letters sent to any Utilities both aerial and underground that will be potentially impacted.
3. The designated FDOT Engineer shall be notified 48 hours prior to beginning of work.  
Contact \_\_\_\_\_ at (\_\_\_\_\_) \_\_\_\_\_.
4. All work, materials and equipment shall be subject to inspection and approval by FDOT. Applicants certification of work at completion is required.
5. The permittee shall be responsible to place and display safety devices and proper maintenance of traffic in accordance with the latest version of the Department's Design Standards, index series 600, or an alternative plan signed and sealed by a professional Engineer and attached with the permit.
6. All FDOT property shall be restored to its original condition. Any damage to FDOT property as a result of this work shall be repaired and restored in a manner acceptable to the FDOT at the sole expense of the permittee.

<b>Special Provisions</b>
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

<b>Conditions</b>
<p>1. In the event the permittee fails to meet any of the requirements of this permit by the FDOT, the permitted activity must cease until brought into compliance. If compliance can not be met, then the permit will be rendered void and said work shall be removed from the right of way at no cost to the FDOT.</p> <p>2. Work shall commence within _____ days of permit approval. Work shall be completed by _____. (Date)</p> <p>3. The rights and privileges herein set out are granted only to the extent of the State's right, title and interest in the land to be entered upon and used by the permittee, and the permittee will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said permittee of the aforesaid rights and privileges.</p>

<b>Applicant</b>						
<p>I hereby agree to comply with all terms and conditions set forth and described in this permit.</p>						
<table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 33%; text-align: center;">_____</td> <td style="border: none; width: 33%; text-align: center;">_____</td> <td style="border: none; width: 33%; text-align: center;">_____</td> </tr> <tr> <td style="border: none; text-align: center;">Printed or Typed Name and Title</td> <td style="border: none; text-align: center;">Signature</td> <td style="border: none; text-align: center;">Date</td> </tr> </table>	_____	_____	_____	Printed or Typed Name and Title	Signature	Date
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Printed or Typed Name and Title	Signature	Date				

<b>FDOT</b>									
<p>Approved By: _____</p> <table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 33%; text-align: center;">Print Designated Engineer</td> <td style="border: none; width: 33%; text-align: center;">Signature</td> <td style="border: none; width: 33%; text-align: center;">Date</td> </tr> <tr> <td style="border: none; text-align: center;">_____</td> <td></td> <td></td> </tr> <tr> <td style="border: none; text-align: center;">Title</td> <td></td> <td></td> </tr> </table>	Print Designated Engineer	Signature	Date	_____			Title		
Print Designated Engineer	Signature	Date							
_____									
Title									

ENROLLED

CS/CS/CS/HB 1305, Engrossed 2

2023 Legislature

1  
2 An act relating to the Department of Transportation;  
3 amending s. 206.46, F.S.; increasing the maximum  
4 amount of debt service coverage that may be  
5 transferred from the State Transportation Trust Fund  
6 to the Right-of-Way Acquisition and Bridge  
7 Construction Trust Fund; amending s. 215.616, F.S.,  
8 increasing the maximum term of state bonds for federal  
9 aid highway construction; amending s. 288.9606, F.S.;  
10 authorizing Florida Development Finance Corporation  
11 revenue bonds to finance acquisition or construction  
12 of certain transportation facilities; amending s.  
13 311.101, F.S.; authorizing the department to provide  
14 up to 100 percent of project costs for certain  
15 eligible projects in rural areas of opportunity;  
16 amending s. 316.0777, F.S.; defining the term "law  
17 enforcement agency"; authorizing installation of an  
18 automated license plate recognition system within the  
19 right-of-way of a road on the State Highway System for  
20 a specified purpose; prohibiting use of such system  
21 for certain purposes; requiring such installation to  
22 be in accordance with placement and installation  
23 guidelines developed by the department; requiring  
24 removal of such system within a specified timeframe  
25 upon notification by the department; exempting the

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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26 department from liability for damages resulting from  
27 operation of such system; providing for a maximum  
28 period of retention of certain records generated  
29 through the use of such system; amending s. 330.27,  
30 F.S.; revising the definition of the term "temporary  
31 airport"; amending s. 330.30, F.S.; requiring certain  
32 documentation to be submitted to the Department of  
33 Transportation for temporary airport site approval and  
34 temporary airport registration; requiring a temporary  
35 airport to obtain registration before operation of  
36 aircraft to or from the airport; prohibiting the  
37 department from requiring that an applicant for  
38 airport site approval provide a written memorandum of  
39 understanding or letter of agreement with other  
40 airport sites except under specified circumstances;  
41 requiring the department to publish certain notice of  
42 receipt of a temporary airport registration  
43 application; specifying the period during which such  
44 application may be approved or denied; requiring the  
45 department to issue registration concurrent with site  
46 approval; providing that certain registrations are  
47 considered approved under specified conditions;  
48 requiring written notice to the department's agency  
49 clerk before an applicant takes action based on such  
50 default registration; removing a condition for

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51 licensure or registration as a temporary airport;  
 52 prohibiting approval of subsequent registration  
 53 applications under certain circumstances; revising an  
 54 exemption from certain provisions for an airport used  
 55 for aerial application or spraying of crops; amending  
 56 s. 332.007, F.S.; authorizing the department, subject  
 57 to the availability of appropriated funds, to fund up  
 58 to 100 percent of eligible project costs of certain  
 59 projects at specified publicly owned, publicly  
 60 operated airports with no scheduled commercial  
 61 service; providing prioritization criteria; providing  
 62 for allocation of any remaining funds; amending s.  
 63 334.044, F.S.; authorizing the department to purchase  
 64 certain promotional items; authorizing the department  
 65 to expend funds for certain training, testing, and  
 66 licensing; amending s. 337.025, F.S.; revising the  
 67 annual cap for contracts awarded for specified  
 68 purposes; deleting the exemption from such cap for  
 69 low-bid design-build milling and resurfacing  
 70 contracts; amending s. 337.11, F.S.; revising the  
 71 amount of construction and maintenance contracts the  
 72 department may enter into without advertising and  
 73 receiving competitive bids; revising requirements for  
 74 design-build contracts; authorizing the department to  
 75 enter into phased design-build contracts under certain

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76 | circumstances; providing requirements for phased  
77 | design-build contracts; requiring the department to  
78 | adopt rules for administering phased design-build  
79 | contracts; amending s. 339.175, F.S.; abolishing the  
80 | Chairs Coordinating Committee; requiring metropolitan  
81 | planning organizations serving specified counties to  
82 | submit a certain feasibility report by a specified  
83 | date, with certain goals; amending s. 341.052, F.S.;  
84 | requiring public transit block grant program providers  
85 | to establish plans consistent with certain long-range  
86 | transportation plans; amending s. 341.061, F.S.;  
87 | requiring the department to adopt by rule minimum  
88 | safety standards for certain fixed-guideway  
89 | transportation systems; requiring the department to  
90 | conduct certain structural inspections and follow  
91 | certain safety protocols during such inspections;  
92 | amending s. 341.071, F.S.; revising requirements for  
93 | public transit provider reports and publication  
94 | thereof; transferring control of the Santa Rosa Bay  
95 | Bridge Authority to the department; transferring all  
96 | remaining assets, rights, powers, and duties of the  
97 | authority to the department; authorizing the  
98 | department to transfer all or a portion of the bridge  
99 | system to the turnpike system; repealing part IV of  
100 | ch. 348, F.S., relating to the creation and operation

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101 of the Santa Rosa Bay Bridge Authority; reestablishing  
 102 the Greater Miami Expressway Agency; amending s.  
 103 348.0301, F.S.; revising a short title; repealing s.  
 104 348.0302, F.S., relating to applicability; amending s.  
 105 348.0303, F.S.; deleting the term "county"; revising  
 106 the definition of the term "expressway system";  
 107 defining the term "Miami-Dade County Expressway  
 108 Authority"; creating s. 348.03031, F.S.; providing  
 109 legislative findings and intent; amending s. 348.0304,  
 110 F.S.; providing legislative intent; revising the area  
 111 served by the agency to include specified portions of  
 112 Monroe County; revising requirements for membership of  
 113 the agency's governing body; revising requirements for  
 114 initial appointments; amending s. 348.0306, F.S.;  
 115 authorizing, rather than requiring, the agency to  
 116 construct expressways; conforming provisions to  
 117 changes made by the act; amending s. 348.0309, F.S.;  
 118 conforming a provision to changes made by the act;  
 119 amending s. 348.0315, F.S.; revising the date by  
 120 which, and the entities to which, the agency must  
 121 begin submitting certain annual reports relating to  
 122 tolls; amending s. 348.0318, F.S.; conforming a  
 123 provision to changes made by the act; amending s.  
 124 189.072, F.S.; providing applicability; providing a  
 125 directive to the Division of Law Revision; providing

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CS/CS/CS/HB 1305, Engrossed 2

2023 Legislature

126 an effective date.

127

128 Be It Enacted by the Legislature of the State of Florida:

129

130 Section 1. Subsection (2) of section 206.46, Florida  
131 Statutes, is amended to read:

132 206.46 State Transportation Trust Fund.—

133 (2) Notwithstanding any other law, from the revenues  
134 deposited into the State Transportation Trust Fund a maximum of  
135 7 percent in each fiscal year shall be transferred into the  
136 Right-of-Way Acquisition and Bridge Construction Trust Fund  
137 created in s. 215.605, as needed to meet the requirements of the  
138 documents authorizing the bonds issued or proposed to be issued  
139 under ss. 215.605 and 337.276 or at a minimum amount sufficient  
140 to pay for the debt service coverage requirements of outstanding  
141 bonds. Notwithstanding the 7 percent annual transfer authorized  
142 in this subsection, the annual amount transferred under this  
143 subsection may not exceed an amount necessary to provide the  
144 required debt service coverage levels for a maximum debt service  
145 not to exceed \$425 ~~\$350~~ million. Such transfer shall be payable  
146 primarily from the motor and diesel fuel taxes transferred to  
147 the State Transportation Trust Fund from the Fuel Tax Collection  
148 Trust Fund.

149 Section 2. Subsection (3) of section 215.616, Florida  
150 Statutes, is amended to read:



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2023 Legislature

151 215.616 State bonds for federal aid highway construction.—

152 (3) The term of the bonds may ~~shall~~ not exceed a term of  
153 18 ~~12~~ years. Before ~~Prior to~~ the issuance of bonds, the  
154 Department of Transportation must ~~shall~~ determine that annual  
155 debt service on all bonds issued pursuant to this section does  
156 not exceed 10 percent of annual apportionments to the department  
157 for federal highway aid in accordance with the provisions of  
158 Title 23 of the United States Code.

159 Section 3. Subsection (6) of section 288.9606, Florida  
160 Statutes, is amended, and paragraph (d) is added to subsection  
161 (7) of that section, to read:

162 288.9606 Issue of revenue bonds.—

163 (6) The proceeds of any bonds of the corporation may not  
164 be used, in any manner, to acquire any building or facility that  
165 will be, during the pendency of the financing, used by, occupied  
166 by, leased to, or paid for by any state, county, or municipal  
167 agency or entity. This subsection does not prohibit the use of  
168 proceeds of bonds of the corporation for the purpose of  
169 financing the acquisition or construction of a transportation  
170 facility under a public-private partnership agreement authorized  
171 by s. 334.30.

172 (7) Notwithstanding any provision of this section, the  
173 corporation in its corporate capacity may, without authorization  
174 from a public agency under s. 163.01(7), issue revenue bonds or  
175 other evidence of indebtedness under this section to:

Page 7 of 37

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

hb1305-06-er

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CS/CS/CS/HB 1305, Engrossed 2

2023 Legislature

176 (d) Finance the costs of acquisition or construction of a  
 177 transportation facility by a private entity or consortium of  
 178 private entities under a public-private partnership agreement  
 179 authorized by s. 334.30.

180 Section 4. Subsection (6) of section 311.101, Florida  
 181 Statutes, is amended to read:

182 311.101 Intermodal Logistics Center Infrastructure Support  
 183 Program.—

184 (6) The department shall provide up to 50 percent of  
 185 project costs for eligible projects. For eligible projects in  
 186 rural areas of opportunity designated in accordance with s.  
 187 288.0656(7)(a), the department may provide up to 100 percent of  
 188 project costs.

189 Section 5. Subsections (2), (3), and (4) of section  
 190 316.0777, Florida Statutes, are renumbered as subsections (3),  
 191 (4), and (5), respectively, and a new subsection (2) is added to  
 192 that section to read:

193 316.0777 Automated license plate recognition systems;  
 194 installation within rights-of-way of State Highway System;  
 195 public records exemption.—

196 (2)(a) As used in this subsection, the term "law  
 197 enforcement agency" means an agency that has a primary mission  
 198 of preventing and detecting crime and enforcing state penal,  
 199 criminal, traffic, and motor vehicle laws and, in furtherance of  
 200 that mission, employs law enforcement officers as defined in s.

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2023 Legislature

201 943.10(1).

202 (b) At the discretion of the Department of Transportation,  
203 an automated license plate recognition system may be installed  
204 within the right-of-way, as defined in s. 334.03(21), of a road  
205 on the State Highway System when installed at the request of a  
206 law enforcement agency for the purpose of collecting active  
207 criminal intelligence information or active criminal  
208 investigative information as defined in s. 119.011(3). An  
209 automated license plate recognition system may not be used to  
210 issue a notice of violation for a traffic infraction or a  
211 uniform traffic citation. Such installation must be in  
212 accordance with placement and installation guidelines developed  
213 by the Department of Transportation. An automated license plate  
214 recognition system must be removed within 30 days after the  
215 Department of Transportation notifies the requesting law  
216 enforcement agency that such removal must occur.

217 (c) Installation and removal of an automated license plate  
218 recognition system are at the sole expense of the requesting law  
219 enforcement agency. The Department of Transportation is not  
220 liable for any damages caused to any person by the requesting  
221 law enforcement agency's operation of such system.

222 (d) Records containing images and data generated through  
223 the use of an automated license plate recognition system may not  
224 be retained longer than the maximum period provided in the  
225 retention schedule established pursuant to s. 316.0778.



# FLORIDA DEPARTMENT OF TRANSPORTATION PROJECT INFORMATION FLYER

**State Road (SR) 818/Griffin Road Resurfacing Project**  
**From SR 823/Flamingo Road to SW 90th Avenue**  
In Cooper City and the Town of Davie  
Broward County, FL  
Financial Project ID Number: 446371-1-52-01

## SR 818/GRIFFIN ROAD RESURFACING PROJECT FROM SR 823/FLAMINGO ROAD TO SW 90TH AVENUE

The Florida Department of Transportation (FDOT) is pleased to provide information on the State Road (SR) 818/Griffin Road Resurfacing Project from SR 823/Flamingo Road to SW 90th Avenue in Cooper City and the Town of Davie.

**Construction Cost:** \$4,434,510

**Construction Start:** January 2024

**Estimated Completion:** Early 2025

### PROJECT IMPROVEMENTS

- Milling and resurfacing the roadway
- Upgrading existing lighting with LED fixtures within the project limits
- Upgrading pedestrian signalization at the intersections of:
  - SR 823/Flamingo Road
  - SW 118th Avenue
  - SW 106th Avenue
  - SW 100th/Palm Avenue
- Upgrading pavement markings and signage

### TRAFFIC IMPACTS

- Single lane closures are permitted daily between 7:00 a.m. and 3:30 p.m.
- Double lane closures are permitted nightly between 9:00 p.m. and 7:00 a.m.
- Motorist and pedestrian access to businesses and residences will be maintained at all times.
- Additional lane closure information will be provided in the Weekly Traffic Impact Report distributed by FDOT and can be viewed using the following link:  
[FDOT Broward County Construction \(d4fdot.com\)](https://www.d4fdot.com)

### CONTACT INFORMATION

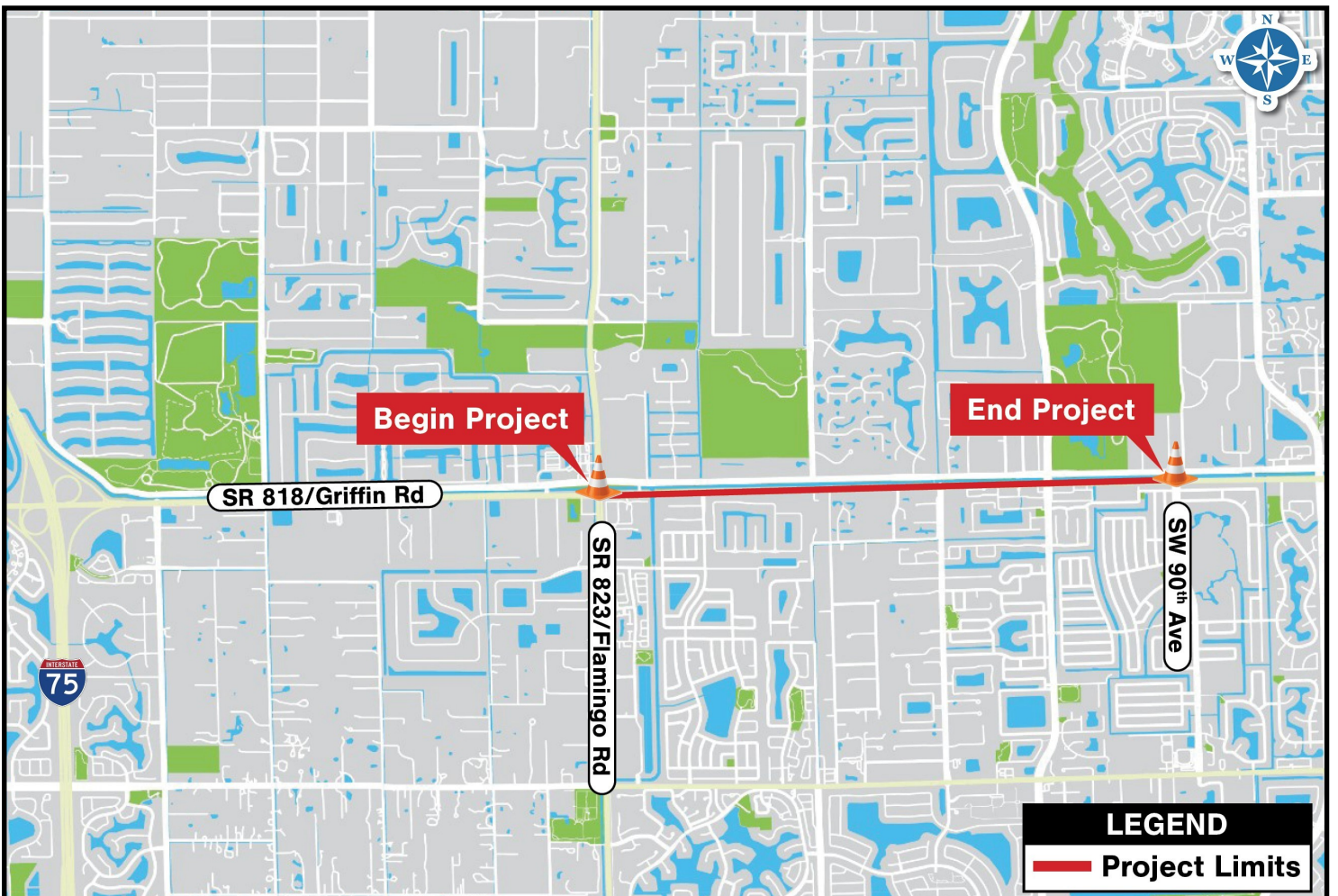
**Erik Nemati, P.E. — FDOT Project Manager**  
[erik.nemati@dot.state.fl.us](mailto:erik.nemati@dot.state.fl.us) or (954) 299-6441

**Jesus Sarmiento, E.I. — FDOT Project Administrator**  
[jesus.sarmiento@dot.state.fl.us](mailto:jesus.sarmiento@dot.state.fl.us) or (954) 218 -1465

**Daniela Silva — Community Outreach Specialist**  
[msilva@corradino.com](mailto:msilva@corradino.com) or (786) 441-3088

### WEBSITE AND SOCIAL MEDIA

**Instagram/X:** @MyFDOT\_SEFL  
**Facebook:** @MyFDOTSEFL  
**Project website:** [www.d4fdot.com](http://www.d4fdot.com)



### FLORIDA DEPARTMENT OF TRANSPORTATION MISSION STATEMENT

The Department will provide a safe transportation system that ensures the mobility of people and goods, enhances economic prosperity, and preserves the quality of our environment and communities.

Please contact the Community Outreach Specialist, Daniela Silva, to be added to project email notification lists, and if special accommodations under the Americans with Disabilities Act (ADA) or translation services (free of charge) are needed. Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. Para información y preguntas en Español, por favor llame al (954) 777-4302.



**VETTED**  
SECURITY SOLUTIONS

Meeting Date: 04/30/2024 Item #12.



# COOPER CITY – FIXED LPR EXPANSION

JOB #: 9364

Mike Reese  
(727) 902-1173  
mreese@vettedsecuritysoluitons.com

# Icon Legend

Meeting Date: 04/30/2024 Item #12.



Camera Mounting Location (C)



120v AC Power Source



Main Communications Enclosure (MCE)



120v AC Power Line | Conduit Path



Bridge Communications Enclosure (BCE)



New Pole



Battery Box (BB)

Camera Type: 2x L5F, 1 Avigilon 360 Multisensor

Existing Pole (Y/N): Y

Pole Type (wood, concrete, metal): Metal

Power Type: Streetlight

- Constant (Y/N): N
- Voltage: 120/240V AC
- Battery Box Req. (Y/N): Y

Property Owner (ROW): City of Cooper City

Permit Type:

- Wind load / Structural (Y/N): N

Traffic Control / Marshalling (Y/N): N

Bucket Truck (Y/N): N

Number of Lanes: 4 lanes SB

Customer provided SIM (Y/N): Y

Total Equipment Counts:

- MCE = 1 (solar main enclosure)
- BCE = 0
- BB = 0
- C (incl. lens mm) = 25mm, 35mm

Scope of work: Vetted Security Solutions is to provide and install (2) L5Fs , Avigilon multisensor, and main communications enclosure. Cooper City must provide SIM card and is responsible for any permitting costs, if applicable. Cooper City must assist in gaining permission to install at this location.

26.0631009,-80.3136542



Griffin Road at Flamingo Road  
Capturing EB

Meeting Date: 04/30/2024 Item #12.

- Camera Type: 2x L5F, 1 Avigilon 360 Multisensor
- Existing Pole (Y/N): N
- Pole Type (wood, concrete, metal): Metal Frey Breakaway
- Power Type: Cooper City Monument Lighting
  - Constant (Y/N): Y
  - Voltage: 120/240V AC
  - Battery Box Req. (Y/N): N
- Property Owner (ROW): **FDOT**
- Permit Type:
  - Wind load / Structural (Y/N): Y
- Traffic Control / Marshalling (Y/N): N
- Bucket Truck (Y/N): N
- Number of Lanes: 3 lanes EB
- Customer provided SIM (Y/N): Y

- Total Equipment Counts:
- MCE = 1
  - BCE = 0
  - BB = 0
  - C (incl. lens mm) = 25mm, 35mm

Scope of work: Vetted Security Solutions is to provide and install (2) L5Fs, Avigilon Multisensor, main communications enclosure, and pole. Cooper City must provide SIM card and is responsible for any permitting costs, if applicable. Cooper City BSO must assist in gaining permission to install at this location through FDOT permitting process.

Pole installation must be a minimum of 12 feet off the road

26.0632767,-80.3130198





Camera Type: 2x L5F, 1 Avigilon 360 Multisensor

Existing Pole (Y/N): Y

Pole Type (wood, concrete, metal): Metal

Power Type: Street Lighting

- Constant (Y/N): N
- Voltage: 120/240V AC
- Battery Box Req. (Y/N): Y

Property Owner (ROW): South Florida Water Management District

Permit Type:

- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N

Bucket Truck (Y/N): N

Number of Lanes: 3 lanes WB

Customer provided SIM (Y/N): Y

Total Equipment Counts:

- MCE = 1
- BCE = 0
- BB = 1
- C (incl. lens mm) = 25mm, 35mm

Scope of work: Vetted Security Solutions is to provide and install (2) L5Fs, Avigilon Multisensor, and main communications enclosure. Cooper City must provide SIM card and is responsible for any permitting costs, if applicable. Cooper City BSO must assist in the permitting process with the South Florida Water Management District to receive permission to install at this location.

26.0645141,-80.2656946



Camera Type: 2x L5F, 1 Avigilon 360 Multisensor

Existing Pole (Y/N): N

Pole Type (wood, concrete, metal): Metal

Power Type: Cooper City Monument Lighting

- Constant (Y/N): Y
- Voltage: 120/240V AC
- Battery Box Req. (Y/N): N

Property Owner (ROW): **City of Cooper City**

Permit Type:

- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N

Bucket Truck (Y/N): N

Number of Lanes: 1 lanes SB, 2 lanes NB

Customer provided SIM (Y/N): Y

Total Equipment Counts:

- MCE = 1
- BCE = 0
- BB = 0
- C (incl. lens mm) = 16mm, 25mm

Scope of work: Vetted Security Solutions is to provide and install (2) L5Fs, Avigilon Multisensor, main communications enclosure, and pole. Cooper City must provide SIM card and is responsible for any permitting costs, if applicable.

26.0641458,-80.2630497



Camera Type: 2x L5F, 1 Avigilon 360 Multisensor  
Existing Pole (Y/N): Y  
Pole Type (wood, concrete, metal): Concrete  
Power Type: Cooper City Monument Lighting

- Constant (Y/N): Y
- Voltage: 120/240V AC
- Battery Box Req. (Y/N): N

Property Owner (ROW): **City of Cooper City**  
Permit Type:

- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N  
Bucket Truck (Y/N): N  
Number of Lanes: 3 Lanes WB  
Customer provided SIM (Y/N): Y

Total Equipment Counts:

- MCE = 1
- BCE = 0
- BB = 0
- C (incl. lens mm) = 35mm, 50mm

Scope of work: Vetted Security Solutions is to provide and install (2) L5Fs, Avigilon Multisensor and main communications enclosure on existing pole. Cooper City must provide SIM card and is responsible for any permitting costs, if applicable. Cooper City to assist in getting permission to install at this location.

26.045236,-80.2600814



Camera Type: 2x L5F, 1 Avigilon 360 Multisensor

Existing Pole (Y/N): Y

Pole Type (wood, concrete, metal): Metal

Power Type: Existing panel

- Constant (Y/N): Y
- Voltage: 120/240V AC
- Battery Box Req. (Y/N): N

Property Owner (ROW): City of Cooper City

Permit Type:

- Wind load / Structural (Y/N): Y

Traffic Control / Marshalling (Y/N): N

Bucket Truck (Y/N): N

Number of Lanes: 3 Lanes WB

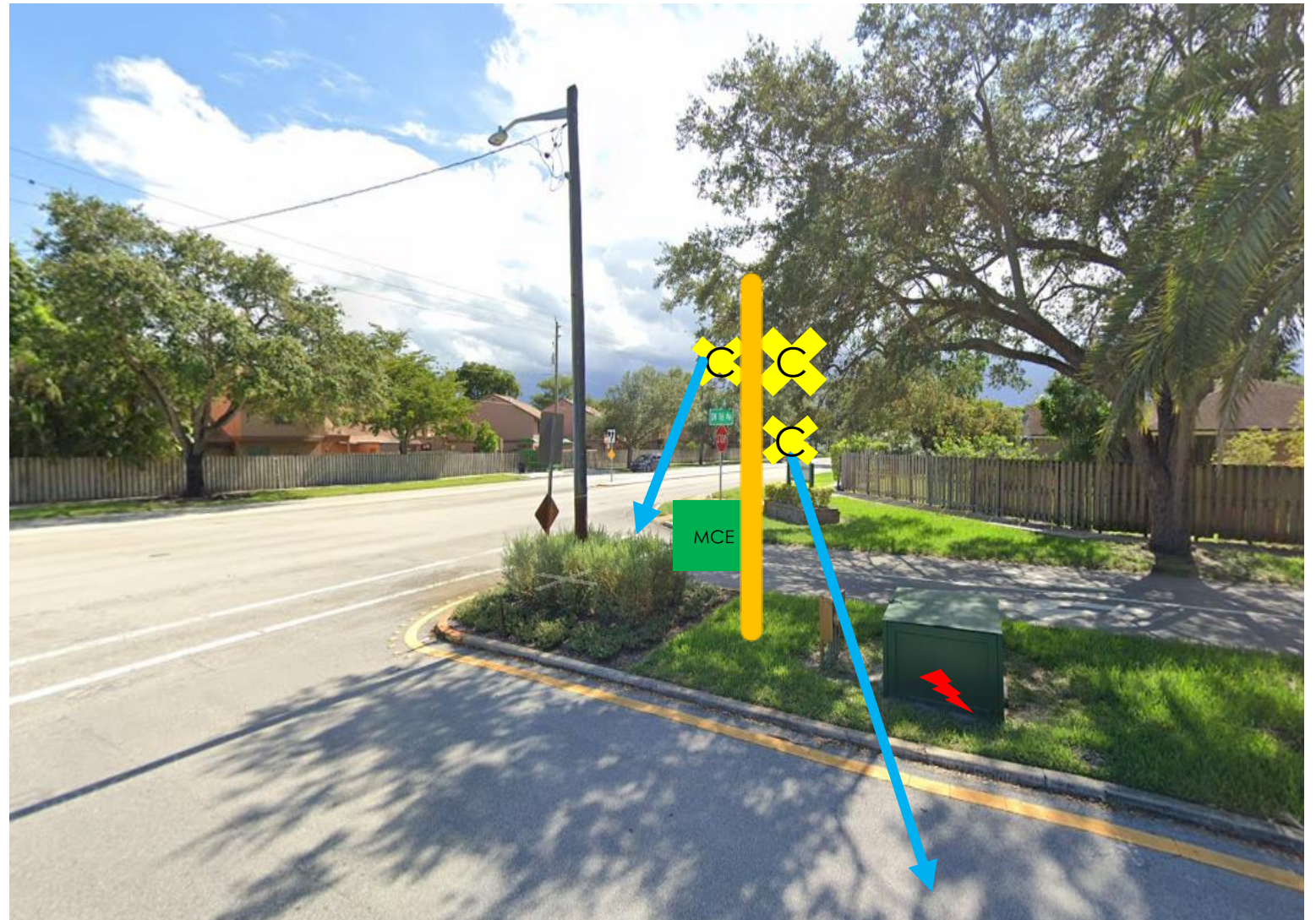
Customer provided SIM (Y/N): Y

Total Equipment Counts:

- MCE = 1
- BCE = 0
- BB = 0
- C (incl. lens mm) = 16mm x 2

Scope of work: Vetted Security Solutions is to provide and install (2) L5Fs, Avigilon Multisensor and main communications enclosure on existing pole. Cooper City must provide SIM card and is responsible for any permitting costs, if applicable. Cooper City to assist in getting permission to install at this location.

26.0442017,-80.3033918

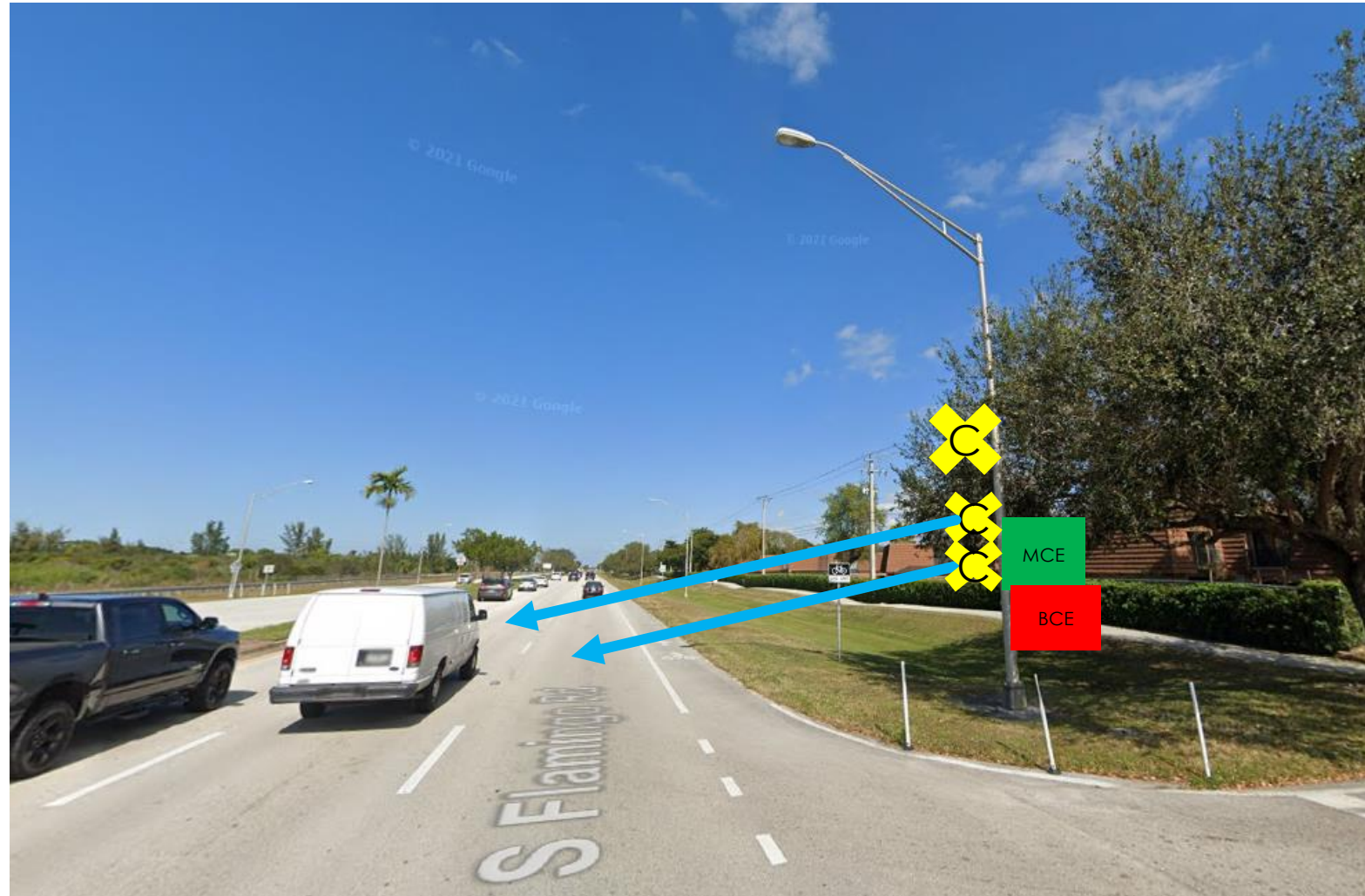


Camera Type: 2x L5F, 1 Avigilon 360 Multisensor  
Existing Pole (Y/N): Y  
Pole Type (wood, concrete, metal): Metal  
Power Type: Streetlight Circuit  
• Constant (Y/N): N  
• Voltage: 120/240V AC  
• Battery Box Req. (Y/N): Y  
Property Owner (ROW): **City of Cooper City**  
Permit Type:  
• Wind load / Structural (Y/N): Y  
Traffic Control / Marshalling (Y/N): N  
Bucket Truck (Y/N): N  
Number of Lanes: 3 Lanes NB  
Customer provided SIM (Y/N): Y

Total Equipment Counts:  
• MCE = 1  
• BCE = 0  
• BB = 1  
• C (incl. lens mm) = 35mm, 50mm

Scope of work: Vetted Security Solutions is to provide and install (2) L5Fs, Avigilon Multisensor and main communications enclosure on existing pole. Cooper City must provide SIM card and is responsible for any permitting costs, if applicable. Cooper City to assist in getting permission to install at this location.

26.0303508,-80.3124041





**CITY COMMISSION  
STAFF REPORT**

**DEPARTMENT:** Utilities Department

**DATE:** April 30, 2024

**SUBJECT:** Motion to approve and authorize a piggyback agreement from the Pasco County agreement for IFB-SN-23-007, As Needed Dual Check Valve Change Out Program Services, with National Metering Services, Inc., in the amount of \$577,500.00 for the replacement of the water meters and installation of new dual check valves. - **Utilities**

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends Commission approval and authorization of a piggyback agreement from the Pasco County agreement for IFB-SN-23-007, As Needed Dual Check Valve Change Out Program Services, with National Metering Services, Inc., in the amount of \$577,500.00 for the replacement of the water meters and installation of new dual check valves.

**BACKGROUND OF ITEM:**

On April 9, 2023, the City Commission approved the acquisition of 5,500 Zenner manual water meters and 5,500 Watts dual check valves in response to ongoing challenges with the city's advanced water meter infrastructure. Given the scale of replacements required and the constraints on our city workforce, it has been deemed essential to engage a contractor for the installation of these meters.

Any unexpected installation requirements, such as the need for meter box replacements, will be submitted to the City for approval, with reference to the corresponding line item outlined in the Pasco County agreement.

Throughout the 6 to 8 month project duration, the focus will shift from installing Advanced Metering Infrastructure (AMI) to the removal of AMI and the installation of analogue or direct read meters. The contractor will undertake the responsibility of reading all removed meters and meticulously logging the readings on the work order. This record keeping provides comprehensive data for the meter replacement program. Subsequently, this data will be shared with the billing department to precisely calculate the consumption of each account, thereby aiding in the recovery of revenue losses.

Moreover, the project will entail actively installing check valves in locations where none currently exist, with a prescribed unit cost of \$105.00. In instances where a check valve is already present, the lower replacement cost of \$78.00 per the contract-pricing page will be applied.

**ANALYSIS:**

The scope and scale of this project require specialized skills and resources that may not be readily available within our existing staff. This approach ensures that the installation process is completed efficiently and within the stipulated timeline, without overburdening our internal workforce.

City staff obtained another proposal from Bermex Inc., but the price was significantly higher than the recommended piggyback contract.

The Pasco contract, awarded for 30,000 meters, leveraged quantity to significantly reduce costs, providing substantial benefits to the City. Hence, opting to bid this project independently, rather than piggybacking on the current Pasco contract, may lead to encountering higher prices from vendors than those offered in the existing Pasco Proposal.

**STRATEGIC PLAN:**

This project supports the City’s Strategic Goal of maintaining and improving the City’s infrastructure and appearance to support and ensure a sustainable and beautiful environment.

**PROCUREMENT:**

Sec. 2-258. – Exclusions and exceptions to bid and proposal requirements.

(f) *Purchases of goods or services from contracts awarded by other governmental or not-for-profit entities by a formal competitive selection process.* The purchase of goods or services under a contract awarded by the United States Government or another governmental, public or not-for-profit entity by a formal competitive process is authorized provided the purchasing agent makes a determination that time, expense and marketplace factors make it financially advantageous for the City to do so.

**FISCAL IMPACT:**

Sufficient funds are available in the Water & Sewer Fund.

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>
453-911-563422-533-24018	\$1,100,000.00	\$577,500.00	\$522,500.00

**ATTACHMENTS:**

1. City of Cooper City Agreement with National Metering Services, Inc.
2. Exhibit A – Pasco County Agreement & Solicitation IFB-SN-23-007
3. Exhibit B – National Metering Services, Inc. Proposal
4. Comparable quote from Bermex, Inc.
5. Vendor Compliance National Metering Services, Inc.

Workflow History 			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Purchasing	04/16/24 04:48 PM
Dodgen, Brandon	Assigned to Purchasing	COMPLETE: Forward to City Clerk	04/16/24 04:49 PM
Allen, Tedra	Assigned to City Clerk	Route to Budget	04/19/24 08:36 AM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to City Clerk	04/19/24 09:08 AM
	<i>The fiscal impact section of this staff report is correct.</i>		
Allen, Tedra	Assigned to City Clerk	Route to Attorney	04/19/24 09:20 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	04/19/24 10:49 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	04/19/24 02:33 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/19/24 03:52 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/22/24 09:29 AM



**AGREEMENT BETWEEN THE CITY OF COOPER CITY  
AND NATIONAL METERING SERVICES, INC.**

**THIS IS AN AGREEMENT** ("Agreement"), dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between:

**CITY OF COOPER CITY**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328 (hereinafter referred to as the "City"),

and,

**NATIONAL METERING SERVICES, INC.**, a New Jersey corporation, located at 163 Schuyler Ave, Box 491, Kearny, NJ 07032, (hereinafter referred to as the "CONTRACTOR"), who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

**WHEREAS**, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide water meter and dual check valve installation services; and

**WHEREAS**, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

**WHEREAS**, the parties wish to incorporate the terms and conditions of Solicitation and Contract IFB-SN-23-007 between PASCO COUNTY and the CONTRACTOR for water meter and dual check valve installation services ("COUNTY Agreement"). The COUNTY Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and

**WHEREAS**, the Parties agree to add the provisions of this agreement to the COUNTY Agreement as set forth herein; and

**WHEREAS**, CONTRACTOR has agreed to honor the prices and terms and conditions of the COUNTY Agreement; and

**WHEREAS**, City desires to retain the services of CONTRACTOR by "piggybacking" the COUNTY Agreement; and

**WHEREAS**, the City has reviewed the scope of services of the competitively bid COUNTY Agreement, and has determined that it is an agreement that can be used by the City; and,

**WHEREAS**, at its meeting of \_\_\_\_\_, 2024, the City Commission approved this Agreement and authorized the proper City officials to execute this Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

**Section 1.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

**Section 2.** The prices, terms and conditions of the COUNTY Agreement shall govern the relationship between the City and CONTRACTOR, except as amended below:

- A. The Scope of Services for the Work (“Work”) to be performed under this Agreement shall be as set forth in the COUNTY Agreement, except said Work shall be performed in and for the City. The proposal for the Work is attached hereto in **Exhibit “B”**.
- B. The CONTRACTOR agrees at all times to indemnify, hold the City harmless and, at the City's option, defend or pay for any attorney selected by the City to defend the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the City or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.
- C. CONTRACTOR shall provide City with proof of insurance and bonding as required by the COUNTY Agreement. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR'S insurance.
- D. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.
- E. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.
- F. The term of this agreement shall be effective upon execution of this agreement by both parties and shall terminate on February 6, 2026.

**Section 3.** In all other respects, the terms and conditions of the COUNTY Agreement, are hereby ratified and shall remain in full force and effect under this “piggybacking” arrangement, as provided

by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

**Section 4. Public Records.**

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.
  2. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
  4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
  5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 434-4300, [PRR@COOPERCITY.GOV](mailto:PRR@COOPERCITY.GOV), OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50<sup>TH</sup> PLACE, COOPER CITY, FL 33328.**

**Section 5. Scrutinized Companies.**

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this

Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**Section 6. Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

**Section 7. Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Ryan Eggleston  
 City Manager  
 City of Cooper City  
 9090 SW 50th Place  
 Cooper City, Florida 33328

Copy to: Jacob G. Horowitz, Esq.  
 City Attorney  
 Goren, Cherof, Doody, and Ezrol, P.A.  
 3099 E. Commercial Boulevard, Suite 200  
 Fort Lauderdale, Florida 33308

For CONTRACTOR: William Castle, President  
**NATIONAL METERING SERVICES, INC.**  
163 Schuyler Ave, Box 491  
Kearny, NJ 07032

**Section 8. Severability.** This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

**Section 9. Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

**Section 10. E-verify.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

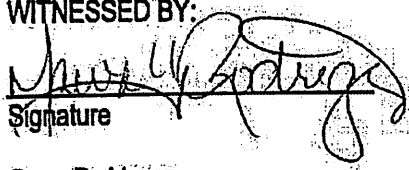
IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.


CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:  
BY: \_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
CITY MANAGER  
BY: \_\_\_\_\_  
CITY MAYOR

APPROVED AS TO LEGAL FORM:  
BY: \_\_\_\_\_  
CITY ATTORNEY

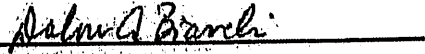
WITNESSED BY:  
  
Signature  
Dawn Rodriguez  
Print Name

NATIONAL METERING SERVICES, INC., a New Jersey corporation  
BY:  President  
Name: William Castle  
Title: President

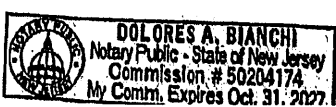
STATE OF New Jersey  
COUNTY OF Hudson

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared William Castle, as President of **NATIONAL METERING SERVICES, INC.**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Meter Services, as NATIONAL METERING SERVICES, INC., and who is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 15 day of April, 2024.

  
NOTARY PUBLIC  
Dolores A. Bianchi  
Print or Type Name

My Commission Expires: 10/31/2027





## Office of Nikki Alvarez-Sowles, Esq. Pasco County Clerk & Comptroller

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February 10, 2023

William Castle  
National Metering Services, Inc.  
163 Schuyler Avenue, Box 491  
Kearny, NJ 37032

RE: Dual Check Valve Change Out Program Services  
C36 UTOM23-0144

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of February 7, 2023, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to [www.pascocountyfl.net](http://www.pascocountyfl.net), scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Meaghan Legnini  
Records Clerk I, Board Records Division  
Deputy Clerk  
Office of Nikki Alvarez-Sowles, Esq.  
Pasco County Clerk & Comptroller

Enclosure

**AGREEMENT**

THIS AGREEMENT is entered by and between **PASCO COUNTY, FLORIDA**, by and through its Board of County Commissioners (hereinafter called "Owner") and **National Metering Services, Inc.** (hereinafter called "Contractor").

**WITNESSETH:**

**WHEREAS**, Owner desires to retain Contractor to provide **As Needed Dual Check Valve Change Out Program Services**; and

**WHEREAS**, Owner has selected Contractor in accordance with competitive bidding procedures; and

**WHEREAS**, Contractor agrees to serve as Owner's Contractor for **As Needed Dual Check Valve Change Out Program Services** based upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

**ARTICLE 1 - WORK**

The Contractor will be responsible to replace dual check valves, AMR/AMI Meters, Meter Boxes, Meter Lids and Endpoints, as per County's Standards.

**ARTICLE 2 – OWNER'S REPRESENTATIVE**

The Project is administered by:

Public Infrastructure  
Pasco County Utilities Department

Who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Owner's representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3 - CONTRACT TIME**

- 3.1 Except as otherwise specified herein, the Agreement shall remain in full force and effect upon Board of County Commissioners approval and continue through for **three years**, unless otherwise terminated or extended as provided in this

C210



Agreement, subject to the Price Escalation terms described elsewhere herein, unless cancelled in writing by Pasco County and if funds are available.

- 3.2 In the event that a properly executed Work Order initiated within the initial term of the Agreement, or Addendum to such Work Order requires or expressly permits work to be performed by the Contractor after termination of this Agreement, such WORK ORDER or Addendum to such Work Order shall automatically extend the effective period of the Agreement to coincide with the completion date delineated in the Work Order or Addendum to such Work Order.
- 3.3 Each Work Order will be completed within the time stipulated in the Work Order Form.
- 3.4 Liquidated Damages. The Contractor agrees that should the Contractor fail to complete the work as specified in any work as directed in the Work Order(s), the Contractor shall pay the Owner for delay and loss of use, and not as a penalty but as liquidated damages, the sum of One Hundred Dollars and 00/100 (\$100.00) for each calendar day after the date of completion listed in the Work Order. Default days will be counted in calendar days, excluding Sundays and legal holidays.

**ARTICLE 4 - CONTRACT PRICE**

- 4.1 The Owner shall pay the Contractor for completion of the Work in current funds and in accordance with the Contract Documents subject to the Not-to-Exceed amount of **\$9,224,359.00**, provided the County will also be using this funding allocation to pay another contractor who will be providing similar services under a separate contract.
- 4.2 All incidental costs, including allowances for profit and tools of the trade, must be included in the Contract bid prices.

**ARTICLE 5 - CONFLICTS**

- 5.1 To the extent there is a conflict regarding indemnification and contract term between the Instructions to bidders and this Agreement, the provisions of this Agreement will control.

**ARTICLE 6 - TERMINATION OF AGREEMENT**

- 6.1 In return for good and valuable consideration in the amount of \$100.00, the receipt of which is acknowledged by the Contractor, Owner may terminate or cancel this Agreement at its discretion and termination will be effective, with cause immediately or without cause after 30 days, after written notice has been

provided to the Contractor.

- 6.2 Following termination, Owner shall make a settlement with the Contractor upon a pro rata basis as determined by Owner, which will fix the value of the Services performed by the Contractor prior to the termination or cancellation of this Agreement.

**ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 7.2 Contractor understands the estimate of quantities of the various items of work and materials, if set forth in the Proposal Form, is approximate only and is given solely to be used as a uniform basis for the comparison of Proposals. The quantities actually required to complete the work may be less or more than so estimated, and, if awarded a contract for the work specified, the Contractor agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of Proposals and quantities of work actually performed. The Owner further reserves the right to vary the quantities in any amount.

**ARTICLE 8 - CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire Agreement between Owner and Contractor concerning the Work, consist of the following:

- 8.1 This Agreement.
- 8.2 Invitation to Bid.
- 8.3 Instructions to Bidders.
- 8.4 Conditions of Contract.
- 8.5 Proposal and Bid Forms.
- 8.6 Insurance Certificates.

- 8.7 Contract Forms.
- 8.8 Specifications.
  
- 8.9 Exhibits.
  
- 8.10 Addenda numbers 1 to 2 inclusive.
  
- 8.11 Documents submitted by Contractor prior to Notice of Award (Pages 34 to 45, **List of Technicians, Bidders Major Equipment List, Bidder Questionnaire, License and Certification** inclusive).
  
- 8.12 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written WORK ORDERS or authorizations; all written amendments; and all other documents amending, modifying, or supplementing the Contract Documents.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in the Conditions of Contract section of the Contract Documents.

**ARTICLE 9 - SUBCONTRACTORS**

The Contractor shall not sublet, assign, or transfer any Goods and/or Services specifically set forth under this Agreement without the prior written consent of Owner. All persons used by the Contractor for fulfilling the requirements of this Agreement must be employees of the Contractor.

**ARTICLE 10 – INDEMNIFICATION**

- 10.1 The CONTRACTOR shall indemnify and hold harmless the COUNTY and the employees and agents of the COUNTY from, and against, all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys’ fees, arising out of, or resulting from, the performance of the Work, provided that any such liability, claim, suit, demand, damage, loss, or expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and (b) to the extent caused by an act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
  
- 10.2 In any and all claims against the COUNTY, or against any of the agents or employees of the COUNTY, by any employee of the CONTRACTOR, any

SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph will not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen’s compensation acts, disability benefit acts, or other employee benefit acts.

10.3 The CONTRACTOR shall indemnify and hold harmless the COUNTY and anyone directly or indirectly employed by the COUNTY from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorneys’ fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.

10.4 The CONTRACTOR shall, at the option of the COUNTY, underwrite on an interim basis all expenses associated with the legal defense of the COUNTY, pending the outcome of any litigation through appeal, with respect to any liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys’ fees, for which the CONTRACTOR may be liable to the COUNTY, in whole or in part, pursuant to 10.1 – 10.3 above, irrespective of whether said liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys’ fees, may ultimately be found by a court of law to have been caused, in whole or in part, by the negligence or other fault of the COUNTY. In discharging this duty to the COUNTY, the CONTRACTOR shall strictly account to the COUNTY on a monthly basis for all expenditures so incurred. Upon the conclusion of any litigation through appeal, to the extent that the CONTRACTOR has been found less than fully liable for any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, the COUNTY shall reimburse the CONTRACTOR for that portion of the reasonable costs of underwriting the legal defense of the COUNTY.

10.5 With respect to, and in consideration for, the indemnification provided herein by the CONTRACTOR, as well as the duty of the CONTRACTOR, at the option of the COUNTY, to underwrite the legal defense of the COUNTY pending the outcome of any litigation through appeal, the COUNTY agrees to pay to the CONTRACTOR, as separate consideration, the sum of \$100.00, the sufficiency and receipt of which is hereby acknowledged.

10.6 Notwithstanding any language to the contrary which may be contained herein, the ultimate duty of the CONTRACTOR to indemnify and hold the COUNTY harmless under this Article will be limited to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, are caused by the negligence, recklessness, or intentional wrongful

misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

**ARTICLE 11 - MISCELLANEOUS**

- 11.1 Contractor shall provide Goods and/or perform all Services under this Agreement as an independent contractor. Contractor will not be considered an agent of Owner nor will Contractor’s subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the Contractor be considered agents of Owner.
- 11.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 11.3 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 11.4 The Contractor hereby guarantees all work performed in accordance with the terms of the Contract with Owner against defects due to faulty workmanship or materials for a period of 365 days from the date of service. During the period of the guarantee, the Contractor agrees to make all repairs necessitated by reason of faulty workmanship or materials at no cost to the owner, subject to the following additional conditions.
  - 11.4.1 This guarantee is in addition to factory warranties covering certain equipment where applicable under contract.
  - 11.4.2 Nothing herein contained will serve to modify or limit the obligations of the Contractor to faithfully fulfill and complete its obligations under the Contract.
  - 11.4.3 Specifically excluded from this guarantee is maintenance of equipment or repair of any damage caused by normal wear and tear, fire, windstorm, or other casualties.

- 11.5 The Agreement will be governed by and construed under the laws of the State of Florida.
- 11.6 Venue for any action arising under this Agreement will lie in Pasco County, Florida at the West Pasco Judicial Center.
- 11.7 During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.
- 11.8 Any notices or other writings permitted or required to be delivered as described and required under the provisions of this Agreement must be delivered by sending the notice by Certified Mail, Return Receipt Requested, and addressed as follows:

**If to Owner:**

Pasco County Utilities  
19420 Central Boulevard  
Land O' Lakes, FL 34637

Attention: Branford N. Adumuah  
Interim Assistant County Administrator,  
Public Infrastructure

**If to the Contractor:**

National Metering Services, Inc.  
116 Center Street  
Daytona, FL 32117

Attention: William Castle, President

**ARTICLE 12 – LAW COMPLIANCE**

Each party will comply will all applicable Federal, State and Local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the Contractor verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any Contractor during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by the County.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives on the date noted below.

CONTRACTOR,

WITNESS:

*[Handwritten signature]*

Richard Verdiramo, Vice President

Date: January 5, 2023

National Metering Services, Inc.

By: *[Handwritten signature]*

William Castle, President

Name

(SEAL)

ATTEST:



*[Handwritten signature]*  
Nikki Alvarez-Sowles, Esq.  
Pasco County Clerk & Comptroller

PASCO COUNTY, FLORIDA

By: *[Handwritten signature]*  
Jack Mariano, Chairman

APPROVED  
IN SESSION

FEB 07 2023

PASCO COUNTY  
BCC

Date: \_\_\_\_\_



NOTARY ACKNOWLEDGMENT

STATE OF New Jersey }
} ss
COUNTY OF Hudson }

The foregoing instrument was acknowledged before me by means of [ x] physical presence or [ ] online notarization on this 5th day of January, 2023, by [as applicable, complete one of the choices below]:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] William Castle, who executed the foregoing instrument as [Title] President of [Corporation or Company Name] National Metering Services, Inc., a [check one] [x] corporation [ ] limited liability company, organized under the laws of [State] New Jersey, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership], a [State] partnership.

Said person is personally known to me or has produced Driver License as identification on behalf of [Name, or Name of Corporation, Company, Partnership as applicable]:

Handwritten signature of Maribel Muniz

Signature of person taking acknowledgment

Maribel Muniz

Name typed, printed or stamped



Title or rank

Serial number (if any)



PASCO COUNTY BOARD OF COUNTY COMMISSIONERS  
PURCHASING DEPARTMENT  
7536 STATE STREET, SUITE 221  
NEW PORT RICHEY, FLORIDA 34654  
TELEPHONE: (727) 847-8194  
FACSIMILE: (727) 847-8065  
[www.BidNetDirect.com](http://www.BidNetDirect.com)

**INVITATION FOR BID  
BID NO. IFB-SN-23-007  
DUAL CHECK VALVE CHANGE OUT PROGRAM SERVICES**

**SUMMARY OF WORK**

It is the intent of this solicitation to contract with multiple contractor(s) to provide all labor, equipment and incidentals required to perform as needed dual check valve change out program services, as per specifications.

The Pasco County Purchasing Department will receive sealed bids until **1:15 p.m.** local time (our clock), on **November 15, 2022**, in the Pasco County Purchasing Department, 7536 State Street, Suite 221, New Port Richey, Florida 34654. Bids received after this time will not be accepted. Bidders shall submit one (1) original bid form.

In accordance with Section 119.071, Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier. Vendors must register to view and download solicitations by visiting [www.bidnetdirect.com/florida/Pasco-County-Board-of-County-Commissioners](http://www.bidnetdirect.com/florida/Pasco-County-Board-of-County-Commissioners). Pasco County reserves the right to reject any and all responses and to waive any irregularities or informalities.

The Pasco County Board of County Commissioners (Pasco County) is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through the Florida Online Bid System ([www.bidnetdirect.com/florida/Pasco-County-Board-of-County-Commissioners](http://www.bidnetdirect.com/florida/Pasco-County-Board-of-County-Commissioners)). Solicitation documents MUST be downloaded at NO COST using this system. **Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Pasco County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System. Only vendors who register and obtain solicitation documents directly from the Florida Online Bid System will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM, IT IS REQUIRED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENTS AT [WWW.BIDNETDIRECT.COM/FLORIDA/PASCO-COUNTY-BOARD-OF-COUNTY-COMMISSIONERS](http://WWW.BIDNETDIRECT.COM/FLORIDA/PASCO-COUNTY-BOARD-OF-COUNTY-COMMISSIONERS) AT NO COST.**

Stephanie Nunn, Purchasing Agent  
[snunn@pascocountyfl.net](mailto:snunn@pascocountyfl.net)

**IMPORTANT!—PLEASE READ CAREFULLY BEFORE MAKING BID**

**GENERAL PROVISIONS**

These general terms and conditions apply in like force to this solicitation and to any contract resulting therefrom.

**COMMUNICATIONS DURING SOLICITATION AND LOBBYING PROHIBITION**

Communicating with or lobbying of evaluation committee members, county government employees, or elected officials (**including County Commissioners**) regarding requests for proposals, requests for qualifications, bids, or contracts by the Bidders or any member of the Bidder's staff, an agent of the Bidder, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposal, requests for qualification, bid or contract outside a publicly noticed meeting specifically called to address this particular solicitation is strictly prohibited. **Nothing herein shall prohibit a prospective Proposer from contacting the Purchasing Director, or Purchasing staff identified in the solicitation, to address concerns or grievances or receive clarification about a particular procurement. In addition, nothing herein shall prohibit a Proposer that has been shortlisted in the Notice of Intent to Award from engaging in contract negotiations with the County staff designated to negotiate the contract.**

For purposes of this provision lobbying activities shall include, but not be limited to, influencing or attempting to influence action or non-action in connection with any requests for proposals, requests for statements of qualifications, invitations for bids, related processes or contracts through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any proposal, statement of qualification, bid, contract or any other response to be rejected.

**The prohibition on communication with County Persons (including County Commissioners) by Proposers and their representatives regarding a procurement in which they have a pecuniary interest begins upon issuance of the solicitation and ends upon final award, when the protest is finally resolved, or when the procurement process is otherwise concluded, whichever occurs later.** This prohibition does not apply to communication on other matters in which a Proposer may have an interest outside of the solicitation.

**AMERICANS WITH DISABILITIES ACT**

Pasco County does not discriminate upon the basis of any individual’s disability status. This non-discrimination policy involves every aspect of the County’s functions including one’s access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation to the solicitation documents or for the public meetings related to any solicitation should contact the Purchasing staff member named on the solicitation summary at least twenty-four (24) hours in advance of the meeting. Requests for accommodation may also be directed to the Human Resources Department, Internal Services Building, 7536 State

Street, New Port Richey, FL 34654 at (727) 847-8030 or at (727) 847-8949 if you are hearing impaired. Please be advised that if you contact the County by email, your email address will become a public record and may be subject to disclosure under the Florida Public Records Act.

**ACCEPTANCE/REJECTION/MODIFICATION TO BID**

The County may (1) amend or modify this request, (2) revise requirements of this request, (3) require supplemental statements or information from any firm, (4) accept or reject any or all bids, (5) extend the deadline for submission of bids, (6) waive non-material defects, and (7) cancel this request, in whole or in part, if the County deems it in its best interest to do so. The County may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of bid or otherwise.

**ACKNOWLEDGMENT OF ADDENDUM**

Bidders shall acknowledge receipt of any addendum to the solicitation by identifying the addendum number in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued amendment with the submitted bid. The acknowledgment should be received by Pasco County by the time and at the place specified for the receipt of bids. Failure to acknowledge an issued addendum may result in bid rejection and disqualification.

**ALTERNATIVE BIDS**

The bidder **WILL NOT** be allowed to offer more than one (1) price (for the goods or services specified). If a bidder submits more than one (1) price on any item (or service), **ALL** prices will be rejected for that item.

**ANTITRUST**

By entering into a contract, the bidder conveys, sells, assigns, and transfers to Pasco County all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by Pasco County under the said contract.

**APPLICABLE LAW**

The resulting contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The Consultant shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

**ASSIGNMENT**

The successful Bidder(s) shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.

**AWARD**

Consideration for award will be by proximity to specifications given, costs, time of delivery, and other factors deemed by the County to be appropriate. All purchases, leases, or contracts that are based on competitive bids will be awarded to the lowest, responsive, and responsible bidder. Complete and accurate responses to all items are necessary for the complete and fair evaluation of bids. Total-cost or life-cycle-costing, which includes the identification of identifiable costs associated with acquisition, installation, maintenance, and operation of the bidder's offered equipment may be used to determine the lowest bidder. Such analysis may be based upon the bidder's proposal data and other data which is gathered by the County. Additional factors that may be considered include the expected life of equipment, output, maintenance, consumption costs, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of ownership. In determining the responsibility of bidders, past performance, references, documented experience, financial capability, and other reasonable factors may be considered. Pasco County reserves the right to award by item, group of items, lowest total, or whatever manner is deemed to be in Pasco County's best interest.

**BID ACCEPTANCE PERIOD**

The Bidder agrees that if this offer is accepted within ninety (90) calendar days from the bid opening date, the Bidder will furnish to Pasco County and all items from which prices are offered in this bid solicitation at the price(s) so offered, delivered to the designated point(s), within the time period specified, and at the terms and conditions so stipulated in this solicitation document. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

**BID CLARIFICATIONS**

If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, they should submit a written request for an interpretation. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. The request shall be clearly marked as a "PREBID QUESTION" and must include the solicitation number. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. Pasco County shall only be responsible for explanations or interpretations that are issued by written addendum. No oral interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the Bidder waiving his/her right to dispute the bid specification.

**BIDDER CERTIFICATION**

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

**BIDDER INVESTIGATIONS**

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions, specifications, delivery requirements and performance requirements affecting the full performance of the contract and to verify any representations made by Pasco County upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**BID ENVELOPES**

Envelopes containing bids must be sealed and marked in the lower left-hand corner with the solicitation number, solicitation name, and the date and hour of opening of bids. Failure to do so may cause bid not to be considered. Express Company or Express Mail envelopes containing a sealed bid shall also be sealed and should be clearly marked with the solicitation number, solicitation name, and date and hour of opening of bids. Failure to clearly mark envelopes may delay delivery and render the response late.

**BID FORM SUBMISSION**

Bids shall be submitted on the attached forms. Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision shall not be considered. All bids must be signed, in ink, in order to be considered. Erasures are not acceptable on bids; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the bidder must submit proof that the individual has the authority to obligate the firm or corporation. BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.

**BUSINESS NAME REQUIREMENT**

The bidder must provide on the Bid Form, Bidder/Certification Form, and if awarded, on all remittance of invoices for payment, the business name that is provided on their W9 Form. Additionally, if there is a name change and/or EIN number that is changed at any time, the vendor must immediately notify the Purchasing Department as to the change and provide all supporting documentation.

**BID RECEIPT AND OPENING**

Pasco County will receive sealed bid proposals until date and time indicated on bid cover. Bids must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 7536 State Street, Suite 221, New Port Richey, Florida. Bids must be time stamped in the Purchasing Department before or on the hour and date indicated on the cover sheet (Invitation for Bid) for the bid opening. Bids received after the date and time of the bid opening will be

received, date stamped, and returned to the bidder unopened. It is the responsibility of the bidder to ensure that bids arrive at the designated opening place on time. Late or nondelivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late bids. **FAXED BIDS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.** In accordance with Section 119.071, Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.

**Failure to include all the forms required to be included with any bid will result in the Bidder being deemed non responsive and will result in rejection of the bid.**

**BID WITHDRAWAL**

Bids may not be changed after the bid closing time.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to Pasco County of claim or right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to Pasco County all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid prior to the time set for the opening of bids by simply making a request in writing to Pasco County; no explanation is required. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted. The decision to allow or disallow bid withdrawal remains solely with Pasco County.

**BRAND NAMES**

Any catalog, brand name, or manufacturer's reference used in the specifications is intended to be descriptive and not restrictive, and is used **only** to indicate type and quality desired. Any article, equipment, or material, which shall conform to the standards and excellence, so established, and is of equal merit, strength, durability, and appearance to perform the desired function, is deemed eligible for offer as a substitute. The qualifications of the offering shall be judged as to their conformance with these specifications. Any equipment offered other than herein specified shall be subject to a competitive demonstration and evaluation by Pasco County. The determination as to whether any alternate product or service is or is not equal shall be made by Pasco County, and such determination(s) shall be final and binding upon all bidders.

**CANCELLATION**

Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel, or with cause if at

any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to Pasco County, Pasco County reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by Pasco County.

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

**CHANGE IN SCOPE OF WORK**

Pasco County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract or purchase order signed by Purchasing Director. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify Pasco County in writing of this belief. If Pasco County believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

**COLLUSION AMONG BIDDERS**

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. Pasco County may or may not, at its discretion, accept future bids for the same work from participants in such collusion. More than one (1) bid from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one (1) bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a bid for the work.

**CONFLICT OF INTEREST**

The contractor, by submission of its bid, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of Pasco County is financially interested, directly or



indirectly, in the offer of goods or services specified in this invitation.

**DEBARMENT**

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any subdivision or agency of the State of Florida.

**E-VERIFY REQUIREMENT**

A CONTRACTOR OR CONSULTANT ENTERING INTO A CONTRACT WITH A PUBLIC ENTITY (SUCH AS THE COUNTY) IS REQUIRED TO BE REGISTERED WITH THE U.S. DEPT. OF HOMELAND SECURITY'S E-VERIFY SYSTEM AND TO UTILIZE IT TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES THROUGHOUT THE TERM OF THE CONTRACT. THE CONTRACTOR OR CONSULTANT SHALL ALSO BE REQUIRED TO OBTAIN AND RETAIN AFFIDAVITS FROM ALL SUBCONTRACTORS OR SUBCONSULTANTS UTILIZED DURING THE CONTRACT VERIFYING THAT THEY DO NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH ANY UNAUTHORIZED ALIENS AS THAT TERM IS DEFINED IN 8 U.S.C.s. 1342a(h)(3). THE FAILURE TO COMPLY WITH THIS REQUIREMENT CONSTITUTES GROUNDS FOR TERMINATION OF THE CONTRACT AND FOR SUCH OTHER PENALTIES AS PROVIDED UNDER SECTION 448.095, FLA. STAT.

IF A PUBLIC EMPLOYER HAS TERMINATED A CONTRACT WITH A CONTRACTOR FOR FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE PARAGRAPH ABOVE, THE CONTRACTOR MAY NOT BE AWARDED A PUBLIC CONTRACT FOR AT LEAST ONE YEAR AFTER THE DATE ON WHICH THE CONTRACT WAS TERMINATED.

THE COUNTY RESERVES THE RIGHT TO REQUEST VERIFICATION OF COMPLIANCE FROM ITS CONSULTANTS AND CONTRACTORS DURING THE TERM OF ITS CONTRACT WITH THE COUNTY AND FOR A PERIOD OF UP TO FIVE (5) YEARS THEREAFTER. SHOULD A COUNTY RETAINED CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT'S BE FOUND TO BE NON-COMPLIANT WITH E-VERIFY AS PART OF A FEDERAL AUDIT OR OTHER INQUIRY, THE CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT(S) WILL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY FINES OR COSTS IMPOSED UPON THE COUNTY AS A RESULT OF SUCH NON-COMPLIANCE. COMPLIANCE WITH THIS SECTION IS MANDATORY FOR ALL PROJECTS.

**AUDIT COOPERATION REQUIREMENT FOR STATE FUNDED PROJECTS**

In those instances where state funding is involved, the selected Bidder, and its subconsultant(s) must agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant Section 20.055 (5), Florida Statutes. By submitting a bid to this solicitation, the Bidder certifies that they understand and will comply with this subsection.

State Funds Involved N/A (Mark X or N/A as applicable)

**ERRORS IN EXTENSIONS**

The BIDDER should initial erasures or corrections in any Bid Form in ink. The COUNTY shall reject any Bid Form with such erasures or corrections where County staff concludes it cannot determine with certainty the accuracy or intent of said Bid Form, as corrected. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Form will govern. If the unit price and the extension price are at variance, the unit price shall prevail. Unit prices will be utilized to adjust the total compensation due the successful BIDDER based on actual quantities encountered. No negotiation of these unit prices after contract award will be allowed. Significant changes in quantities, including total deletions, are possible. Therefore, each BIDDER shall proportionately distribute overhead and profit across the unit prices.

**ETHICS IN PUBLIC PROCUREMENT**

The contract upon award shall incorporate by reference, but shall not be limited to, the provisions of law contained in Chapter 112, Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The bidder certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with this bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

**EXCEPTIONS**

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or appendix. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the minimum requirements as written. Conditional or qualified bids, unless such exception(s) are deemed non-material by the County (in its sole discretion), shall be subject to rejection in whole or in part.

**EXPENSES INCURRED IN PREPARING BID**

Pasco County accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

**FAILURE TO DELIVER**

In the event of failure of the contractor to deliver the goods and services in accordance with the contract terms and conditions, Pasco County may procure the goods and services from other

sources and hold the contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to Pasco County for a maximum of five (5) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

**FAILURE TO ENFORCE**

Failure by Pasco County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Pasco County to enforce any provision at any time in accordance with its terms.

**FAIR LABOR STANDARDS**

By submission of a bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

**FORCE MAJEURE**

The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, government actions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract. If government actions include the imposition of tariffs that directly affect the materials or equipment to be provided by the bidder under the solicitation, the contractor must submit certification from its supplier that the materials required were acquired by the bidder after the tariffs went into effect and that the bidder now has to pay additional costs for the materials or equipment. The County has the discretion to approve an increase in price based on the information supplied or to terminate the contract.

**IDENTICAL BIDS**

Identical bids or bids which otherwise appear suspicious will be reported to the County Attorney for investigation.

**INDEMNIFICATION**

In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00), the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless Pasco County and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the contractor and subcontractor, anyone directly or indirectly

employed by any of them, or anyone for whose acts any of them may be liable, except for those caused by the negligent act or omission of Pasco County.

In any and all claims against Pasco County or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

**INDEPENDENT CONTRACTOR**

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Pasco County; and Pasco County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. Pasco County shall not withhold from the contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, Pasco County shall not provide to the contractor any insurance coverage or other benefits, including workers' compensation, normally provided by Pasco County for its employees.

**INFORMALITIES AND IRREGULARITIES**

Pasco County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for Pasco County to properly evaluate the bid, Pasco County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. Pasco County reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of Pasco County.

**LAW COMPLIANCE**

Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance under this agreement. In particular, the contractor/vendor/named party verifies and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this agreement by the County.

**LIMITATION OF COST**

The contractor agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

**NON-APPROPRIATION**

All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of non-appropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect, and Pasco County shall not be obligated under this contract beyond the date of termination.

**NON-DISCRIMINATION**

During the performance of this Agreement, the CONSULTANT herein assures the COUNTY that said CONSULTANT is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONSULTANT or its applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONSULTANT herein assures the COUNTY that said CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

**OFFICIAL DOCUMENTS**

Pasco County is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through the Florida Online Bid System ([www.bidnetdirect.com/florida/Pasco-County-Board-of-County-Commissioners](http://www.bidnetdirect.com/florida/Pasco-County-Board-of-County-Commissioners)). Solicitation documents MUST be downloaded at NO COST using this system **Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Pasco County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System Only vendors who properly register and obtain solicitation documents directly from the Florida Online Bid System will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by

the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM, IT IS REQUIRED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT [WWW.BIDNETDIRECT.COM/FLORIDA/PASCO-COUNTY-BOARD-OF-COUNTY-COMMISSIONERS](http://WWW.BIDNETDIRECT.COM/FLORIDA/PASCO-COUNTY-BOARD-OF-COUNTY-COMMISSIONERS) AT NO COST.**

**ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract or purchase order must be made in writing by Pasco County.

**PATENTS AND ROYALTIES**

The contractor covenants to save, defend, keep harmless, and indemnify Pasco County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Pasco County. If the contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

**PAYMENT PROCEDURES**

The Pasco County Board of County Commissioners will process payments in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes, (The Local Government Prompt Payment Act).

Several payment options are available to the successful vendor upon receipt of a correct invoice:

1. Check may be mailed to the remit address on the invoice. The check is sent to the Post Office the day after Board of County Commissioners approval.
2. Check may be picked up in Dade City. The vendor must pick up the check the day after Board of County Commissioners approval. The successful bidder or contractor must call (352) 521-4599 for detailed instructions.
3. Payment may be wire-transferred to the vendor's bank account. The vendor must call (352) 521-4599 for detailed instructions.

**PAYMENT TERMS AND DISCOUNTS**

Unless otherwise indicated in the bid documents or required by state law, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the vendor within forty-five (45) days after the

receipt of a correct invoice for the specified work or goods received. Unless otherwise indicated in the bid documents.

Discounts for prompt payment requiring payment by Pasco County within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by Pasco County of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work/goods that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award, but may be taken if applicable after award.

**PUBLIC INFORMATION**

After the County provides notice of an intended decision or thirty (30) days after opening the bids, proposal, or replies, whichever is earlier, any and all information contained therein, is considered public and may be reviewed by any person interested in doing so as provided under Florida Law.

All materials submitted in response to this solicitation ultimately become public record and shall be subject to inspection and copying as provided under Florida’s public records laws. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words “Confidential Disclosure” and placed in a separate envelope marked as such shall be considered to qualify as Trade Secret Data. Any material to be treated as Trade Secret Data must include a justification for the request. The request will be reviewed and either approved or denied by the County. If denied, the Bidder shall have the opportunity to withdraw the entire Proposal or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total Proposal shall be considered confidential or proprietary. Any costs to preserve the Trade Secret data designation shall be the responsibility of the Bidder.

**CONTRACTOR’S PUBLIC RECORDS REQUIREMENTS**

The CONTRACTOR shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records required by the COUNTY to perform the service under the Agreement; (b) upon request from the COUNTY’s custodian of public records provide the COUNTY 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 for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the COUNTY; and (d) upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR. Upon transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the

information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this 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 IN UTILITIES OPERATIONS & MAINTENANCE DEPARTMENT, MARY SUE BEAN-FICK, AT 813-235-6189, EXT. 6907, [MBEANFICK@PASCOCOUNTYFL.NET](mailto:MBEANFICK@PASCOCOUNTYFL.NET), OR 19420 CENTRAL BOULEVARD, LAND O’ LAKES, FL 34637.**

Under Florida law, a Contractor who fails to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

**PUBLISHED PRODUCT SPECIFICATIONS**

The bidder should submit a copy of the manufacturer's published and advertised specifications, including warranty information, for the product(s) being offered, if applicable. Failure to provide these specifications may be cause for bid rejection. If the County is unable to verify compliance with the specifications, the response may be rejected. The County's inability to verify responsiveness may result in a determination of non-responsiveness and rejection.

**PURCHASE ORDER REQUIREMENT**

Purchases of Pasco County are authorized only if a signed purchase order issued in advance of the transaction, showing that the ordering agency has sufficient funds available to pay for the service. Vendors providing services without a signed purchase order do so at their own risk. Pasco County will not be liable for payment for any services provided under the contract unless a valid purchase order has been issued to the contractor.

**QUALIFICATIONS OF BIDDERS**

The bidder may be required before the award of any contract to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy Pasco County in regard to the bidder's qualifications. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to Pasco County all information for this purpose that may be requested. Pasco County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy Pasco County that the bidder is properly qualified to carry out the obligations of the



contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required.
2. The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
4. The quality of performance of previous contracts or services.

**QUALITY OF GOODS**

All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes. Equipment and materials furnished by the bidder having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by the bidder at no cost to Pasco County. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being bid must be submitted with the bid. No product containing asbestos, lead paint or polychlorinated biphenyl (PCB) in any form will be considered for award by Pasco County.

**RECOVERY OF MONEY**

Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to Pasco County, the same amount may be deducted from any sum due the contractor under the contract or under any other contract between the contractor and Pasco County. The rights of Pasco County are in addition and without prejudice to any other right Pasco County may have to claim the amount of any loss or damage suffered by Pasco County on account of the acts or omissions of the contractor.

**RIGHT TO AUDIT**

The vendor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Pasco County from the subject vendor. The vendor shall retain these records for a period of three (3) years after final payment, or until they are audited by Pasco County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Pasco County, its designees, or other authorized bodies.

**RISK OF LOSS**

Pasco County shall be relieved from all risks of loss or damage to goods during periods of transportation, manufacture, and the entire time the goods are in the possession of Pasco County prior to acceptance by Pasco County. At such time, the risk of loss or damage for goods

shall pass to Pasco County. The bidder/contractor shall not be responsible for damage to the goods occasioned by negligence of Pasco County or its employees.

**TABULATIONS**

Solicitation results (tabulations) will not be given over the telephone or via fax.

**TAXES**

All bids shall be submitted exclusive of direct Federal, State, and local taxes; however, if the bidder believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item bid price. Prices quoted must be in units specified, and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. Pasco County does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for improvement of County-owned real property. Please refer to Chapter 192, Florida Statutes.

**UNSATISFACTORY WORK**

If, at any time during the contract term, the service performed or work done by the contractor is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

**VENDORS LIST**

Vendors must visit [www.bidnetdirect.com/florida/Pasco-County-Board-of-County-Commissioners](http://www.bidnetdirect.com/florida/Pasco-County-Board-of-County-Commissioners) to register as a vendor. Once registered, vendors will have the ability to view and download solicitations for Pasco County as well as other participating agencies throughout Florida.

**WARRANTIES**

The Vendor agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Vendor gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

**LOCAL PREFERENCE**

Under Sec. 2-111(a)(1) of Pasco County’s Purchasing Ordinance, a business qualifies as “Local Business” if it meets the following requirements and is: a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) the vendor, supplier or contractor operates or performs business on a daily basis at said location; and d) has so operated or performed business at that location for at least twelve (12) months prior to the Bid or Proposal opening date; and (e) includes a copy of their local business tax receipt with their Bid or Proposal. Post office boxes shall not be used for the purpose of establishing said physical address. The justification for the application of a local preference to a particular Bidder, along with a copy of the Bidder’s local business tax receipt, must be included as part of any Bid submitted.

In bidding for, or letting contracts or procurement of goods, services or construction, as described herein, the Board of County Commissioners (BOARD) may give a preference to Local Businesses in making purchases (unless otherwise precluded by the ordinance, state or federal law) as described below:

- (i) When written quotations or sealed bids are received that do not exceed \$1,000,000.00, and the lowest price is offered by a vendor that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 10% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all requirements of the solicitation.
  
- (ii) When sealed bids are received that are greater than \$1,000,000.00, and the lowest price is offered by a business that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 5% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all County requirements.
  
- (iii) The total quote or bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and that will be actually purchased or awarded by the BOARD.

If two or more identical quotations or bids are received at the time the written quotations or sealed bids are opened, the award shall be made to the responsive, responsible “Local Business” as defined herein.

The preference established in this section does not prohibit the right of the BOARD to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals nor prohibit the BOARD from giving any other preference permitted by law in addition to the preference authorized in this section.

**This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:**

State or Federal Funds Involved N/A (Mark X or N/A as applicable)

**END OF GENERAL PROVISIONS**

### SPECIAL PROVISIONS

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

#### CONTRACT TERM

The contract period will begin on date of Pasco County Board of County Commission approval and continue for **three (3) years**, under the same prices, terms, and conditions as in the original contract approved by Pasco County, unless canceled in writing by Pasco County. All contracts are subject to the appropriation of funds by Pasco County.

#### COPYRIGHT

The contractor shall irrevocably transfer, assign, set over, and convey to Pasco County all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The contractor further agrees to execute such documents as Pasco County may request to affect such transfer or assignment. Further, the contractor agrees that the rights granted to Pasco County by this paragraph are irrevocable. The contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this Invitation for Bid shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as result of this Invitation for Bid shall have the effect of rescinding, termination, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

#### COST REIMBURSEMENT

Unless an alternative cost methodology is specified herein, the contractor agrees that payment by Pasco County to the contractor for materials used in the performance of any work under the contract on a cost plus a percentage of cost basis is specifically prohibited. The cost of all materials provided in the performance of the work is to be reimbursed to the contractor in the following manner: Pasco County shall reimburse the contractor, on completion and acceptance of each assigned job, only for those materials, equipment parts, supplies, rentals, services, etc., actually used in the performance of the work that are supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharges shall be added to the suppliers' invoices or included in the contractor's invoice submitted to Pasco County that would increase the dollar amount indicated on the suppliers' invoices for the materials purchased for the assigned job. All incidental costs, including allowances for profit and tools of the trade, must be included in the contract hourly labor rates.

#### ECONOMIC PRICE ADJUSTMENT

Any reference in the solicitation to *economic price adjustment* or *price escalation* shall be considered to mean price decreases as well as increases, unless otherwise stipulated.

Bids will be evaluated on the basis of the prices bid without consideration of the allowable escalation. If a bidder increased the ceiling stipulated in the Invitation for Bid or places limits on the provisions of the Invitation for Bid that allow prices to drop in accordance with the movement of the escalator, the bid will be rejected as nonresponsive.

If a bidder deletes the price escalation clause from its bid, the bid will be rejected as nonresponsive. If a bidder lowers the ceiling stipulated in the Invitation for Bid, the bid will be evaluated at the base price in the same manner as those bids that do not reduce the stipulated ceiling. If the bidder offering a lower ceiling ultimately receives the award, that ceiling will be incorporated into the contract documents.

**PRICE ADJUSTMENTS BASED ON THE CONSUMER PRICE INDEX (CPI)**

Unit prices in contracts that are longer than twelve (12) months and include provisions for price adjustments based on movement in the Consumer Price Index (CPI) may be adjusted bi-annually. The unit prices may be adjusted based on the movement of the of the U.S. Department of Labor's Consumer Price Index for All Urban Consumers (CPI-U) (1982-84=100), as posted at <http://www.bls.gov/cpi/>. The baseline index will be the month and year in which the contract began. The adjustments will not be cumulative and will be computed using the original contract unit prices. Adjustments may be requested no earlier than 180 days after the contract start date. Adjustments shall be computed using the latest CPI-U that is published and available on the date the County receives the adjustment request in writing. The unit price(s) changed as a result of these adjustments shall become effective on the first (1<sup>st</sup>) day of the next month, provided the request is submitted at least fifteen (15) days prior. If later than fifteen (15) days prior, the adjustment will become effective on the first (1<sup>st</sup>) day of the following month. Adjustments may be requested every 180 days thereafter for the term of the contract. Adjustments will not be retroactive or prorated. The County reserves the right to also request adjustments, following the first adjustment and at the same interval, especially if the CPI decreases and it is deemed to be in the County's best interest.

**INSURANCE REQUIREMENTS**

The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, the contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Policies of insurance required by the contract shall be primary insurance and non-contributory with respect to the County, its officials, agents, or employees. The said insurance shall be evidenced by delivery to Pasco County of 1) Certificates of Insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by Pasco County, and listing all carriers issuing the said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident. The contractor agrees to waive its right of subrogation as part of this coverage.
2. Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars (\$2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [\$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein.
3. Comprehensive Automobile and Truck liability covering owned, hired, and nonowned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to Pasco County by certified mail to: Pasco County Risk Management Department, 7536 State Street, Suite 111, New Port Richey, Florida 34654. The contractor shall also notify Pasco County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by the said contractor from its insurer; and nothing contained herein shall absolve the contractor of this requirement to provide notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against Pasco County for payment of premiums or assessments for any deductibles that all are at the sole responsibility and risk of the contractor.
3. The term "County" or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pasco County.
4. Pasco County shall be endorsed to the required policy or policies as an additional insured, with the exception of Worker's Compensation and Professional Liability, if applicable.

- 5. Pasco County shall also be listed as a certificate holder.
  
- 6. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Pasco County to any such future coverage, or to Pasco County's self-insured retentions of whatever nature.

**MOTOR VEHICLE INDUSTRY LICENSING**

The contractor shall comply with Chapter 320, Florida Statutes. Failure to comply may result in a determination of no responsibility on the basis that the bidder is not qualified to legally contract with Pasco County and may further cause such noncompliant offers to be rejected.

**REPORT STANDARDS**

Reports or written material prepared by the contractor in response to the requirements of this contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Purchasing Department, and shall be submitted in draft form for advance review and comment by the Purchasing Department. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the contract requirements shall be borne by the contractor.

**REQUIREMENTS CONTRACT**

During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees this is a requirements contract and Pasco County shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of Pasco County for the period of the contract. The amount is only an estimate and the contractor understands and agrees Pasco County is under no obligation to the contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees Pasco County may require services in an amount less than or in excess of the estimated annual contract amount, and the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

**SALES TAX**

Pasco County, as a governmental entity, is exempt from sales tax under Florida Law. A copy of the County's tax exempt certificate or number will be provided at the time a purchase order is issued.

**VENDOR'S EQUIPMENT**

Responding vendors must submit a list of owned equipment and major tools, and a list of current employees and respective skill level or discipline. Pasco County, at its sole discretion, reserves the right to award this work to vendors who are able to demonstrate current ownership and possession of



the equipment, tools, and personnel deemed reasonably sufficient to perform the specified work at the lowest possible cost.

It is Pasco County's intent to award this work to a vendor at the lowest possible cost, while securing sufficient quality of services. Preference may be given to those vendors who own and possess the necessary tools, equipment, and services to minimize reimbursement costs associated with rentals and purchases from third parties.

**MULTIPLE AWARD**

The County reserves the right to award non-exclusive contracts to multiple contractors for the specified services based on total bid as provided for in the bid, to the lowest responsive, responsible Bidders who, in the sole and absolute judgment of the County, can provide the goods and/or services required. Complete and accurate responses to all line items within the bid form are necessary for the complete and fair evaluation of bids.

**PERFORMANCE OF THE WORK**

Work and/or purchases are authorized by the County only if a properly executed Work Order is issued in advance of the transaction, showing that the County has sufficient funds available to pay for the goods and/or services. Contractors providing goods and/or services without a properly executed Work Order do so at their own risk. The County will not be liable for payment for any services provided under the Contract unless a valid Work Order has been issued to the Contractor.

In the event that Bidder is awarded the Contract, Bidder agrees that should Bidder fail to complete the work within the time stipulated in the Work Order or within such extra time granted by the County as provided in the Agreement, the Bidder shall pay to the County for delay and loss of use, and not as a penalty but as liquidated damages as stated in the Agreement section.

**WORK ORDERS AND WORK ORDER PROCEDURES**

Upon execution of the Agreement, the Contractor will begin receiving Work Orders. The Contractor will be issued a separate Work Order for each particular item of work assigned by the County. Each Work Order shall describe the work included and stipulate the maximum fee as well as the number of calendar days within which the Contractor must both commence and complete the work for the particular Work Order. Work Orders will be executed by the County Administrator, Assistant County Administrator for Public Infrastructure, or their designee.

For Non-Emergency As-Needed on-site work the County will contact the Contractor for a work order proposal to complete a particular Work Order. The Contractor shall respond within three (3) business days with a work order proposal including time to complete from the Notice to Proceed, proposed bid items to be utilized for the work, anticipated materials with cost, and total cost. The County shall then execute a Work Order and deliver it to the Contractor. The Contractor shall not receive additional compensation for the work order proposal process. The Contractor shall have no claim for compensation greater than the maximum listed on the work order proposal and Work Order form.

Following execution of any part of any work as described in Work Order, and within time stipulated in the Work Order, the Contractor shall submit a written proposal for any additional work that, in the Contractor's opinion, is not listed in the Work Order. The proposal shall list all recommended work, describing each item of work in sufficient detail to complete the work order. If it agrees, the County shall then revise the Work Order and deliver it to the Contractor to complete the work or reject the proposal.

The Assistant COUNTY Administrator for Public Infrastructure, or his designee may order emergency as-needed on-site work. Emergency work is performed any day, including weekends and Holidays recognized by Pasco COUNTY. The Contractor shall respond to emergency requests within four (4) hours of notification and begin work on-site within twenty four (24) hours. The Contractor shall perform the work not to exceed that listed in the Work Order Form. The Contractor shall have no claim for compensation greater than the maximum listed on the Work Order Form.

Critical or emergency work shall take priority over normal priority work. In the event that critical or emergency work prevents timely completion of normal priority work, at the request of the Contractor the County Administrator, Assistant COUNTY Administrator for Public Infrastructure, or their designee will review outstanding Work Order(s) to determine an appropriate extension of time to complete the Work Order(s).

The County may order critical as-needed on-site work during normal business hours. The Contractor shall respond to critical requests on-site within one (1) hour of notification and begin work on-site within two (2) hours. Critical work is defined by required response time and is performed Monday through Friday 7:00 am to 6:00 pm. The Contractor shall perform the work not to exceed that listed on the Work Order form. Only actual time on-site shall be billed. Contractor shall fill out logs at the nearest County Facility to substantiate work performed.

**WORK ORDER CLOSE OUT**

For payment of work under this contract, the Contractor shall submit to the COUNTY the properly executed copies of the Work Order(s), and invoice. The invoice shall include Work Order number, location of work, cost of the work according to the rates listed in the Bid Form, and actual dates of the work. The COUNTY will evaluate the Application for Payment within forty-five (45) days, which shall meet the requirements set forth in these Contract Documents. Upon approval, the County Administrator, Assistant COUNTY Administrator for Public Infrastructure, or their designee, will authorize final payment to be made and close out the Work Order(s).

All work and support is subject to verification by the COUNTY. Contractor shall maintain logs to verify work and support performed. Failure to maintain adequate records or provide authorized work orders shall result in non-payment or cancellation of the Contract. The Bidder further agrees to begin work within three (3) calendar days after the date of the Notice to Proceed or otherwise approved in advance and to complete the project, in all respects, within the number of calendar days allotted for each Work Order, after the date indicated on the Work Order executed by the Assistant County

Administrator for Utility Services, or his designee. The Bidder shall also comply with specific completion dates and sequences indicated elsewhere in the Contract Documents or as set forth in the Work Order

All work is subject to verification by the County. Contractor shall maintain proper records to verify work performed. Failure to maintain adequate records or provide authorized work orders shall result in non-payment or cancellation of the Contract.

**AS SPECIFIED** All items delivered must meet the specifications herein. Items delivered not as specified will be returned at no expense by the County. The County may return, for full credit, any unused items received which fail to meet the County’s performance standards. Replacement items meeting specifications must be submitted within a reasonable time after rejection of the non-conforming items.

**QUANTITIES** The Pasco County Board of County Commissioners shall not be required to purchase any minimum or maximum quantities during the term of any award resulting from this specification.

**ADDITION/DELETION** The Pasco County Board of County Commissioners reserves the right to add or delete any item from this bid or resulting award when deemed to be in the best interest of the Board.

**END OF SPECIAL PROVISIONS**

## DUAL CHECK VALVE CHANGE OUT PROGRAM SERVICES

### 1.0 BACKGROUND

Contractor(s) shall furnish all labor, equipment and incidentals required to perform as needed dual check valve change out program services as specified herein. It is the intent of Pasco County to award this solicitation to multiple contractor(s), as per specifications.

### 2.0 PROJECT REQUIREMENTS/SCOPE OF WORK

- 2.1. Contractor must have adequate facilities, tools, and equipment to provide the services both properly and expeditiously.
- 2.2. Work will be performed per Pasco County (County) Standards and these Specifications. See Exhibit B.
- 2.3. Contractor will be responsible for the complete change out of the following:
  - 2.3.1. Three quarter inch (3/4") to one inch (1.0") Automated Meter Reading (AMR) / Advanced Metering Infrastructure (AMI) Meter w/Endpoint and installation of new dual check ranging from three quarter inch (3/4") to one inch (1.0").
  - 2.3.2. Three quarter inch (3/4") to one inch (1.0") AMR/AMI Meter w/Endpoint and replacement of existing dual check ranging from three quarter inch (3/4") to one inch (1.0").
  - 2.3.3. Potable AMR/AMI Meter with Endpoint ranging from three quarter inch (3/4") to two inches (2.0").
  - 2.3.4. Reclaim AMR/AMI Meter with Endpoint ranging from three quarter inch (3/4") to two inches (2.0").
- 2.4. Contractor will be responsible to change out the following:
  - 2.4.1. Change out of existing dual check Backflow Preventer.
  - 2.4.2. Remove and replacement of Endpoint only and installation of new three-quarter inch (3/4") to one inch (1.0") dual check.
  - 2.4.3. Remove and replacement of Endpoint only and change out of existing three-quarter inch (3/4") to one inch (1.0") dual check.
  - 2.4.4. Remove and replacement of Endpoint only - Potable
  - 2.4.5. Remove and replacement of Endpoint only – Reclaim
  - 2.4.6. Replace potable and/or reclaim meter box.
- 2.5. Contractor will provide labor only for the following:

- 2.5.1. Manual Meter Reading.
- 2.5.2. Verification of Meter Serial Numbers and End Points.
- 2.6. Contractor will be responsible for the retrofit and installation of new dual check valve on existing meter.
- 2.7. Contractor will be required to replace and retro fit three-quarter inch (3/4") Dual Check valve(s) and/or AMR/AMI Meters / Endpoints ranging from three quarter inch (3/4") to two inches (2.0"). County will provide valves, meters, and endpoints.
- 2.8. Restoration of the work area around the meter box will be completed to the satisfaction of the County and cost for such restoration and repairs must be included in the Bid Price.

**3.0 MATERIALS**

- 3.1. The County will be responsible for supplying the Contractor with dual checks, AMR/AMI Meters, endpoints and related components concerning the change-out services.
- 3.2. The County reserves the right to procure services, or materials provided for under the contract from any Company, when circumstances necessitate the immediate purchase of such services or materials provided for under the contract, and when the Contractor that is awarded the contract cannot provide such services or materials.

**4.0 WAREHOUSE/LOCATIONS**

- 4.1. Contractor(s) will pick up all new dual checks; AMR/AMI Meters and/or Checkpoints at the following warehouse location:  

Shady Hills Warehouse  
14228 Hays Rd.  
Spring Hill, Florida 34610
- 4.2. The County reserves the right to add other warehouse locations within the County, as necessary.
- 4.3. Removed and un-used valves, meters, meter boxes, meter box lids and endpoints must be returned to the County warehouse at the end of each workday along with all Work Orders completed during that workday.

- 4.4. The Contractor(s) is responsible for returning the same number of removed valves, meters, boxes, lids and endpoints as the Contractor(s) receives from the County to complete the work.
- 4.5. Contractor(s) will be responsible to secure all new and removed valves, meters and endpoints once they are in his/her possession and will have to reimburse the County for any damaged, lost or stolen items.

**5.0 SCHEDULING**

- 5.1. The County will be responsible for supplying the Contractor with work zone details, any required data sheets or detailed work orders, dual checks, AMR/AMI Meters, endpoints and related components concerning the change-out services. Pasco County Utilities Department (PCUD) will be the primary contact with the customer regarding the program.
- 5.2. The County will identify specific work zones for the “Change-out/Retro Fit” within isolated demographic areas that afford the Contractor the ability to minimize travel time between installations. The County will schedule each “new” zone depending on the previous work zone being completed to minimize travel time.
- 5.3. Repair work must be performed Monday through Friday, during regularly scheduled County workdays. No work is to be scheduled on County Holidays.

**6.0 CUSTOMER NOTIFICATIONS**

- 6.1. When applicable, the Contractor will create and provide any Customer notification material/flyers concerning the program to Pasco County Utilities Department (PCUD) for review. Once approved by PCUD, the Contractor must distribute to affected customers no less than fourteen (14) days and no more than thirty (30) days in advance of work.

**7.0 PERSONNEL**

- 7.1. Contractor must have adequate staff and technical experience to provide the services both properly and expeditiously.
- 7.2. The Contractor(s) must use fully trained employees to complete the work under this Agreement.
- 7.3. Contractor staff must wear identifying, appropriate uniforms while completing work under this Agreement. Uniforms must be approved by PCUD.

- 7.4. Contractor(s)' vehicles must bear visible business identification.
- 7.5. The Contractor(s) must have at all times as their agent, a competent Superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of Work being performed, who will receive the instructions from the County or its authorized representatives. This Superintendent will have full authority to execute the orders or directions of the County and to supply promptly any tools, equipment, labor and incidentals which may be required. The Superintendence is required regardless of the amount of work assigned.
- 7.6. The Contractor(s)'s Superintendent must speak and understand English, and there must be at least one responsible person who speaks and understands English on site for all County projects at all times.
- 7.7. The Contractor shall not sublet, subcontract, assign, or transfer any goods and/or services specifically set forth under this Agreement without the prior written consent of the County. All persons assigned by the Contractor to work under this Agreement must be permanent, full-time employees of the Contractor.
- 7.8. The Contractor's employees are expected to exhibit professional, courteous conduct and an appropriate appearance at all times. Any conduct or appearance deemed inappropriate by a County representative will be grounds for removal from the site.

**8.0 CONTRACTOR RESPONSIBILITIES**

- 8.1. All work conducted must be in accordance with all local, state and federal guidelines (to include but not limited to, building codes and construction codes).
- 8.2. All work must be performed for the protection of persons and property at all times. The safety provisions of applicable laws, building codes, and construction codes must be observed.
- 8.3. Machinery, equipment, and other hazards must be guarded in accordance with the safety provisions of the Occupational Safety and Health Administration and the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America.
- 8.4. Lost/Damaged property:
  - a. The Contractor shall be responsible for repairing or replacing, to the satisfaction of the County, any damage (on public or private property) caused by any willful or negligent act of its employees. The Contractor is also liable for any theft proven to

be either committed by its employees or made possible by willful or negligent action of its employees and the Contractor(s) will not be released from the responsibility until the work is completed and accepted and the warranty requirements fulfilled.

- b. If the County incurs any costs due to illegal or inappropriate conduct by the Contractor’s employees, the vendor will reimburse the County for such costs such costs shall include, but are not limited to the following:
- c. Re-keying or restoring of locks; Service charges levied by security alarm Contractor, law enforcement agencies, or security companies in response to false alarms

8.5. Replacement costs of items missing or damaged, due to employee’s conduct.

8.6. The County reserves the right (in its sole discretion) to remove Contractor from site based on the severity of the acts committed by the Contractor’s staff.

8.7. The Contractor(s) will be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in executing the work, from their non-execution of the work, or from defective work.

**9.0 REPORTING**

9.1. Contractor(s) is required to complete and submit to the County the “Backflow Prevention Device Test and Maintenance” form (Exhibit A) /AMR/AMI, Meter, Endpoint and Trimble upon completion of each installation detailing the information on the installed device. No testing is required.

**10.0 WARRANTY**

10.1. The Contractor(s) shall warrant all work to be free from workmanship defects for one (1) calendar year from the date the AMR/AMI Meter replacement, endpoint or dual check valve replacement is completed.

**11.0 COMPENSATION**

11.1. Labor rate will be “Net” (all inclusive) and include, but is not limited to, the following:

- a. Travel time necessary to complete work under this Contract
- b. Transportation to complete work under this Contract

11.2. Labor rate shall include all costs associated with the adjustment of the meter box to provide adequate access to the dual check valve after installation.



11.3. The Contractor(s) shall submit one (1) invoice, upon completion of each individual Work Order, to the County. The County will verify that the work was satisfactorily completed and pay the Contractor(s) for all services satisfactorily performed, in accordance with this Contract at the Bid Form pricing, following the County's receipt of a complete and accurate invoice.

**12.0 ANNUAL CONTINGENCY ALLOWANCE**

12.1. Annual Contingency is for additional work which is not included within these specifications. Any work performed under the contingency must be authorized in writing by the Assistant County Administrator of Public Infrastructure or his designee prior to the additional work being started. The current work order will be amended to include any contingency work.

**13.0 QUALITY ASSURANCE**

13.1. All Work must be done in accordance with the Contract Documents. The Contractor(s) will be fully responsible to the County for acts and omissions. Persons either directly or indirectly employed by the contractor(s) are acting on behalf of the Contractor(s), therefore, the Contractor(s) remains the responsible party for the acts and omissions of persons directly or indirectly employed by the Contractor(s).

13.2. It is agreed by the parties hereto that the County will decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the Plans, construction, prosecution and fulfillment of the Agreement, and as to the character, quality, amount and value of any Work done, and materials furnished, under or by reason of the Agreement.

13.3. The County retains the right to inspect all Work to verify compliance with the contract documents. The County may appoint such designees and/or representatives as desired. They will be authorized to inspect all Work done and all materials furnished. This right of inspection in no way means or implies County control or other supervision over the Work done or the work site. This right is solely for the County's benefit and imposes no duties or responsibilities on the County and confers no rights on any other parties. Such inspection may extend to all or any part of the Work and to the manufacture, preparation or fabrication of the materials to be used. Such designees and/or representatives will not be authorized to revoke, alter or waive any requirement of the Contract Documents.

13.4. The designees and/or representatives will be authorized to call to the attention of the Contractor(s) any failure of the Work or materials to conform to the Contract

Documents, and will have the authority to reject materials or suspend the Work until any questions at issue can be referred to and decided by the County. The Contractor(s) will be immediately notified in writing of any such suspension of the Work and such notice will state in detail the reasons for the suspension. The presence of the inspector or other designee will in no way lessen the responsibility of the Contractor(s).

- 13.5. The Contractor(s) shall perform work as instructed to assure the scheduled progress and it shall cooperate fully with the County and with other Contractors at Work in the vicinity.

**END OF SPECIFICATIONS**

**BID FORM**

Business Name: \_\_\_\_\_

(This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

A. Item No.	B. Annual Estimated Quantity	C. Description	D. Unit	E. Labor Rate	E. Estimated Annual Price (B x E)
1.	1000	Dual Check Backflow Preventer / 1 Replacement – Labor Only (as per Specifications)	Each	\$ _____	\$ _____
2.	250	Complete change out ¾" AMR/AMI Meter w/ Endpoint and installation of new ¾"-1.0" Dual Check	Each	\$ _____	\$ _____
3.	250	Complete change out 1.0" AMR/AMI Meter w/ Endpoint and installation of new ¾"-1.0" Dual Check	Each	\$ _____	\$ _____
4.	3000	Complete change out ¾" AMR/AMI Meter w/ Endpoint and replacement of existing ¾"-1.0" Dual Check	Each	\$ _____	\$ _____
5.	500	Complete change out 1.0" AMR/AMI Meter w/ Endpoint and replacement of existing ¾"-1.0" Dual Check	Each	\$ _____	\$ _____
6.	500	Change out – Remove and replacement of Endpoint only and installation of new ¾"-1.0" Dual Check	Each	\$ _____	\$ _____
7.	500	Change out – Remove and replacement of Endpoint only and change out of existing ¾"-1.0" Dual Check	Each	\$ _____	\$ _____
8.	500	Change out – Remove and replacement of Potable Meter Endpoint only	Each	\$ _____	\$ _____

A. Item No.	B. Annual Estimated Quantity	C. Description	D. Unit	E. Labor Rate	E. Estimated Annual Price (B x E)
9.	500	Change out – Remove and replacement of Reclaim Meter Endpoint only	Each	\$ _____	\$ _____
10.	500	Retro fit – consist of installation of new ¾"-1.0" Dual Check Valve on existing meter	Each	\$ _____	\$ _____
11.	14000	Complete change out – Consist of ¾" Potable AMR/AMI Meter with Endpoint	Each	\$ _____	\$ _____
12.	3000	Complete change out – Consist of ¾" Reclaim AMR/AMI Meter with Endpoint	Each	\$ _____	\$ _____
13.	100	Complete change out – Consist of 1.0" Potable AMR/AMI Meter with Endpoint	Each	\$ _____	\$ _____
14.	100	Complete change out – Consist of 1.0" Reclaim AMR/AMI Meter with Endpoint	Each	\$ _____	\$ _____
15.	100	Complete change out – Consist of 1.5" Potable AMR/AMI Meter with Endpoint	Each	\$ _____	\$ _____
16.	100	Complete change out – Consist of 1.5" Reclaim AMR/AMI Meter with Endpoint	Each	\$ _____	\$ _____
17.	100	Complete change out – Consist of 2.0" Potable AMR/AMI Meter with Endpoint	Each	\$ _____	\$ _____
18.	100	Complete change out – Consist of 2.0" Reclaim AMR/AMI Meter with Endpoint	Each	\$ _____	\$ _____

A. Item No.	B. Annual Estimated Quantity	C. Description	D. Unit	E. Labor Rate	E. Estimated Annual Price (B x E)
19.	1500	Replace Meter Box	Each	\$ _____	\$ _____
20.	10000	Labor Only – Manual Meter Reading AMR/AMI	Each	\$ _____	\$ _____
21.	10000	Labor Only – Verification of Meter Serial Numbers and End Points AMR/AMI	Each	\$ _____	\$ _____
22.	1	Annual Contingency Allowance for Materials/Parts/3 <sup>rd</sup> Party Services not covered within these specifications. Authorization in writing, by the Pasco County Representative, is required, prior to start of the work.	Each	\$500,000.00	\$500,000.00
<b>GRAND TOTAL</b>					\$ _____

Start Work \_\_\_\_ calendar days upon receipt of Notice to Proceed

For hard copies, it is not necessary to return every page of this document with the bid; return only the pages that require signatures or information as listed.

Pasco County reserves the right to award multiple and different bidders for each completed section with qualifications submitted with this bid form.

**BIDDER QUESTIONNAIRE**

Bidder's Name \_\_\_\_\_

Bidder's Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_

Number of years in this type of service? \_\_\_\_\_ Years

Number of years authorized to do business in the State of Florida \_\_\_\_\_ Years

Number of employees "ON THE JOB" each day? \_\_\_\_\_  
\_\_\_\_\_

Will you subcontract any part of this work? If so give details:

\_\_\_\_\_  
\_\_\_\_\_

List all equipment, which will be available upon commencement of the agreement to perform the required service.

\_\_\_\_\_  
\_\_\_\_\_

Do you currently hold any municipality/county contracts? Yes \_\_\_\_\_  
No \_\_\_\_\_

If so, what municipalities/counties?

\_\_\_\_\_  
\_\_\_\_\_

Copies of all licenses and certifications held to meet State and Local requirements must be submitted with this bid. Type of License (s) /Certification (s):

\_\_\_\_\_  
\_\_\_\_\_

List three references of firms receiving similar service to that requested in this bid.

1. Firm \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Contact \_\_\_\_\_

2. Firm \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Contact \_\_\_\_\_

3. Firm \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Contact \_\_\_\_\_

**LIST OF TECHNICIANS**

The following are technicians to be employed by the Bidder and the approximate percentage of the total work to be performed by each.

Name and Address	Description of Work	Years of Experience
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**LIST OF SUBCONTRACTORS**

The following are subcontractors to be employed by the Bidder and the approximate percentage of the total work to be performed by each.

1. Name and Address: \_\_\_\_\_

Description of Work/ Approx % to be performed by this sub: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Years of Experience: \_\_\_\_\_

2. Name and Address: \_\_\_\_\_

Description of Work/ Approx % to be performed by this sub: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Years of Experience: \_\_\_\_\_

3. Name and Address: \_\_\_\_\_

Description of Work/ Approx % to be performed by this sub: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Years of Experience: \_\_\_\_\_



**BIDDER'S MAJOR EQUIPMENT LIST**

To enable the Owner to evaluate the Bidder's qualifications to perform the work the Bidder shall list in the space below or include a separate list of its equipment and proposed subcontractor's equipment proposed for use in performing the work.

---

<b>Make, Model Year</b>	<b>Owned or Leased</b>	<b>Condition</b>	<b>Availability for this Project</b>

**(MUST BE SUBMITTED WITH THE BID FORM AND FULLY EXECUTED)**

"We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

**MUST BE SIGNED BY AN OFFICER OF THE FIRM OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM. FOR SERVICES ONLY - VENDOR MUST BE REGISTERED ON SUNBIZ <http://www.sunbiz.org/index.html> FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS.**

\_\_\_\_\_  
(Signature of Bidder—Ink)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Business Name)

Receipt of Addendum No. \_\_\_\_\_ through No. \_\_\_\_\_ is acknowledged.

Business Name: \_\_\_\_\_  
(The Name on File with the Internal Revenue Service)

Doing Business as (Fictitious Name): \_\_\_\_\_

Business Organization:

Corporation:

Partnership:  General  Limited

Limited Liability Company (LLC):

State Registered In: \_\_\_\_\_ Year: \_\_\_\_\_

Sole Proprietorship: Owner: \_\_\_\_\_

Other: \_\_\_\_\_ Fed ID # \_\_\_\_\_

**Local Vendor Preference (Business Tax Receipt Required with Submittal)**

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Email Address: (Vendor Point of Contact): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ 2022

**ATTACHMENT A**

**OFFEROR INFORMATION/CERTIFICATION FORM**  
**(MUST BE INCLUDED WITH OFFEROR'S SUBMISSION)**  
**(This form must be FULLY executed with original authorized signature**  
**and TWO witness signatures)**

1. Legal Name of Offeror. Indicate if the Offeror is a Corporation, Joint Venture, Partnership, etc.:

\_\_\_\_\_

(This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

2. Name/title of contact person for the Offeror: \_\_\_\_\_

3. Business and mailing address: \_\_\_\_\_  
(If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration)

4. Primary business and mailing address (if different): \_\_\_\_\_

5. Telephone number: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

The above-named Offeror affirms and declares:

- A. That the Offeror understands all requirements of this request and states that as a serious Offeror they will comply with all the stipulations included in this request.
- B. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:
- C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:
- D. That the Offeror is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:

- E. That the BIDDER is in compliance with Section 448.095(2), Fla. Stat. requiring CONTRACTOR and its SUBCONTRACTORS to register with and utilize the U.S. Department of Homeland Security’s E-Verify program to verify the work authorization status of all newly hired employees and acknowledges that it will be required to maintain such compliance throughout the term of any Contract entered between the parties. The BIDDER also confirms that no public employer has terminated a contract with the BIDDER for failure to comply with Section 448.095(2), Fla. Stat. (2020) within the 12 months preceding the date this Certification Form is signed by the BIDDER.
  
- F. That no officer or employee or person whose salary is payable in whole or in part from the COUNTY is, will be or become interested, directly or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.
  
- G. That the Offeror has received and carefully examined all Addenda issued prior to the opening/closing date indicated on the cover.
  
- H. That by submitting a response, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
  
- I. That pursuant to Section 287.087, Florida Statutes, Offerors understands that they may certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Offeror who has furnished such certification with their response.
  
- J. If claiming Local Vendor Preference, the Offeror certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a “Local Business”: a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date; and (e) a copy of their local business tax receipt or qualifies as a business in a neighboring county as listed in the County’s Purchasing Ordinance. Post office boxes shall not be used for the purpose of establishing said physical address.

Please put an “X” in the applicable box or mark N/A

\_\_\_\_\_ Local Business located in Pasco County

\_\_\_\_\_ Business located within Hillsborough, Pinellas, Polk, or Hernando County

**This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:**

State or Federal Funds Involved N/A (Mark X or N/A as applicable)

**Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.**

K. By signing this Certification, I represent that I have the authority to bind the Offeror for contract purposes and has attached verification of such authorization.

Exceptions to any Contract Provisions and Miscellaneous Declarations (attach additional sheets, if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

ATTEST:

OFFEROR:

\_\_\_\_\_  
Witness No. 1 - Print Name

BY: \_\_\_\_\_  
(Authorized Signature in Ink)

\_\_\_\_\_  
Witness No. 1 – (Signature in Ink)

\_\_\_\_\_  
(Printed name of Signatory)

\_\_\_\_\_  
Witness No. 2 – Print Name

\_\_\_\_\_  
(Printed Title of Signatory)

\_\_\_\_\_  
Witness No. 2 – (Signature in Ink)

\_\_\_\_\_  
(Signature Date)

CORPORATE SEAL  
(where appropriate)

**NOTARY ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }

} ss

COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by *[as applicable, complete one of the choices below]*:

**FOR A CORPORATION OR LIMITED LIABILITY COMPANY:**

[Name] \_\_\_\_\_, who executed the foregoing instrument as [Title] of [Corporation or Company Name] \_\_\_\_\_, a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] \_\_\_\_\_, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

**FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:**

[Name]

**FOR PARTNERSHIP:**

[Name] \_\_\_\_\_ Partner (or Agent), on behalf of [Name of Partnership] \_\_\_\_\_, a [State] \_\_\_\_\_ partnership.

Said person is personally known to me or has produced \_\_\_\_\_ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

\_\_\_\_\_  
Signature of person taking acknowledgment

\_\_\_\_\_  
Name typed, printed or stamped

\_\_\_\_\_  
Title or rank

\_\_\_\_\_  
Serial number (if any)

**AGREEMENT**

THIS AGREEMENT is entered by and between **PASCO COUNTY, FLORIDA**, by and through its Board of County Commissioners (hereinafter called "Owner") and \_\_\_\_\_(hereinafter called "Contractor").

**WITNESSETH:**

**WHEREAS**, Owner desires to retain Contractor to provide **As Needed Dual Check Valve Change Out Program Services**; and

**WHEREAS**, Owner has selected Contractor in accordance with competitive bidding procedures; and

**WHEREAS**, Contractor agrees to serve as Owner’s Contractor for **As Needed Dual Check Valve Change Out Program Services** based upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

**ARTICLE 1 - WORK**

The Contractor will be responsible to replace dual check valves, AMR/AMI Meters, Meter Boxes, Meter Lids and Endpoints, as per County’s Standards.

**ARTICLE 2 – OWNER’S REPRESENTATIVE**

The Project is administered by:

Public Infrastructure  
Pasco County Utilities Department

Who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Owner's representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3 - CONTRACT TIME**

- 3.1 Except as otherwise specified herein, the Agreement shall remain in full force and effect upon BCC Approval and continue through for three years, unless otherwise terminated or extended as provided in this Agreement, subject to the Price

Escalation terms described elsewhere herein, unless cancelled in writing by Pasco County and if funds are available.

- 3.2 In the event that a properly executed Work Order initiated within the initial term of the Agreement, or Addendum to such Work Order requires or expressly permits work to be performed by the Contractor after termination of this Agreement, such WORK ORDER or Addendum to such Work Order shall automatically extend the effective period of the Agreement to coincide with the completion date delineated in the Work Order or Addendum to such Work Order.
- 3.3 Each Work Order will be completed within the time stipulated in the Work Order Form.
- 3.4 Liquidated Damages. The Contractor agrees that should the Contractor fail to complete the work as specified in any work as directed in the Work Order(s), the Contractor shall pay the Owner for delay and loss of use, and not as a penalty but as liquidated damages, the sum of One Hundred Dollars and 00/100 (\$100.00) for each calendar day after the date of completion listed in the Work Order. Default days will be counted in calendar days, excluding Sundays and legal holidays.

**ARTICLE 4 - CONTRACT PRICE**

- 4.1 The Owner shall pay the Contractor for completion of the Work in current funds and in accordance with the Contract Documents subject to the Not-to-Exceed annual amount of \$ \_\_\_\_\_, provided however, the Owner may increase this amount via unilateral Change Order.
- 4.2 All incidental costs, including allowances for profit and tools of the trade, must be included in the Contract bid prices.

**ARTICLE 5 - CONFLICTS**

- 5.1 To the extent there is a conflict regarding indemnification and contract term between the Instructions to bidders and this Agreement, the provisions of this Agreement will control.

**ARTICLE 6 - TERMINATION OF AGREEMENT**

- 6.1 In return for good and valuable consideration in the amount of \$100.00, the receipt of which is acknowledged by the Contractor, Owner may terminate or cancel this Agreement at its discretion and termination will be effective, with cause immediately or without cause after 30 days, after written notice has been provided to the Contractor.



- 6.2 Following termination, Owner shall make a settlement with the Contractor upon a pro rata basis as determined by Owner, which will fix the value of the Services performed by the Contractor prior to the termination or cancellation of this Agreement.

**ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 7.2 Contractor understands the estimate of quantities of the various items of work and materials, if set forth in the Proposal Form, is approximate only and is given solely to be used as a uniform basis for the comparison of Proposals. The quantities actually required to complete the work may be less or more than so estimated, and, if awarded a contract for the work specified, the Contractor agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of Proposals and quantities of work actually performed. The Owner further reserves the right to vary the quantities in any amount.

**ARTICLE 8 - CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire Agreement between Owner and Contractor concerning the Work, consist of the following:

- 8.1 This Agreement.
- 8.2 Invitation to Bid.
- 8.3 Instructions to Bidders.
- 8.4 Conditions of Contract.
- 8.5 Proposal and Bid Forms.
- 8.6 Insurance Certificates.
- 8.7 Contract Forms

- 8.8 Specifications.
- 8.9 Exhibits.
- 8.10 Addenda numbers \_\_ to, \_\_ inclusive.
- 8.11 Documents submitted by Contractor prior to Notice of Award (Pages \_ to, \_\_ inclusive).
- 8.12 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written WORK ORDERS or authorizations; all written amendments; and all other documents amending, modifying, or supplementing the Contract Documents.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in the Conditions of Contract section of the Contract Documents.

**ARTICLE 9 - SUBCONTRACTORS**

The Contractor shall not sublet, assign, or transfer any Goods and/or Services specifically set forth under this Agreement without the prior written consent of Owner. All persons used by the Contractor for fulfilling the requirements of this Agreement must be employees of the Contractor.

**ARTICLE 10 – INDEMNIFICATION**

- 10.1 The CONTRACTOR shall indemnify and hold harmless the COUNTY and the employees and agents of the COUNTY from, and against, all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys’ fees, arising out of, or resulting from, the performance of the Work, provided that any such liability, claim, suit, demand, damage, loss, or expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and (b) to the extent caused by an act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
- 10.2 In any and all claims against the COUNTY, or against any of the agents or employees of the COUNTY, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph will not be limited in any way as to the amount or

type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen’s compensation acts, disability benefit acts, or other employee benefit acts.

- 10.3 The CONTRACTOR shall indemnify and hold harmless the COUNTY and anyone directly or indirectly employed by the COUNTY from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorneys’ fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.
  
- 10.4 The CONTRACTOR shall, at the option of the COUNTY, underwrite on an interim basis all expenses associated with the legal defense of the COUNTY, pending the outcome of any litigation through appeal, with respect to any liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys’ fees, for which the CONTRACTOR may be liable to the COUNTY, in whole or in part, pursuant to 10.1 – 10.3 above, irrespective of whether said liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys’ fees, may ultimately be found by a court of law to have been caused, in whole or in part, by the negligence or other fault of the COUNTY. In discharging this duty to the COUNTY, the CONTRACTOR shall strictly account to the COUNTY on a monthly basis for all expenditures so incurred. Upon the conclusion of any litigation through appeal, to the extent that the CONTRACTOR has been found less than fully liable for any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, the COUNTY shall reimburse the CONTRACTOR for that portion of the reasonable costs of underwriting the legal defense of the COUNTY.
  
- 10.5 With respect to, and in consideration for, the indemnification provided herein by the CONTRACTOR, as well as the duty of the CONTRACTOR, at the option of the COUNTY, to underwrite the legal defense of the COUNTY pending the outcome of any litigation through appeal, the COUNTY agrees to pay to the CONTRACTOR, as separate consideration, the sum of \$100.00, the sufficiency and receipt of which is hereby acknowledged.
  
- 10.6 Notwithstanding any language to the contrary which may be contained herein, the ultimate duty of the CONTRACTOR to indemnify and hold the COUNTY harmless under this Article will be limited to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, are caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

**ARTICLE 11 - MISCELLANEOUS**

- 11.1 Contractor shall provide Goods and/or perform all Services under this Agreement as an independent contractor. Contractor will not be considered an agent of Owner nor will Contractor’s subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the Contractor be considered agents of Owner.
  
- 11.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
  
- 11.3 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
  
- 11.4 The Contractor hereby guarantees all work performed in accordance with the terms of the Contract with Owner against defects due to faulty workmanship or materials for a period of 365 days from the date of service. During the period of the guarantee, the Contractor agrees to make all repairs necessitated by reason of faulty workmanship or materials at no cost to the owner, subject to the following additional conditions.
  - 11.4.1 This guarantee is in addition to factory warranties covering certain equipment where applicable under contract.
  - 11.4.2 Nothing herein contained will serve to modify or limit the obligations of the Contractor to faithfully fulfill and complete its obligations under the Contract.
  - 11.4.3 Specifically excluded from this guarantee is maintenance of equipment or repair of any damage caused by normal wear and tear, fire, windstorm, or other casualties.
  
- 11.5 The Agreement will be governed by and construed under the laws of the State of Florida.

11.6 Venue for any action arising under this Agreement will lie in Pasco County, Florida at the West Pasco Judicial Center.

11.7 During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

11.8 Any notices or other writings permitted or required to be delivered as described and required under the provisions of this Agreement must be delivered by sending the notice by Certified Mail, Return Receipt Requested, and addressed as follows:

**If to Owner:**  
Pasco County Utilities  
19420 Central Boulevard  
Land O' Lakes, FL 34637

Attention: Branford N. Adumuah  
Interim Assistant County Administrator,  
Public Infrastructure

**If to the Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

**ARTICLE 12 – LAW COMPLIANCE**

Each party will comply will all applicable Federal, State and Local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the Contractor verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any Contractor during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by the County.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SAMPLE

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives on the date noted below.

CONTRACTOR,

WITNESS:

(Firm Name)

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name

(SEAL)

ATTEST:

OWNER,  
PASCO COUNTY, FLORIDA

\_\_\_\_\_  
Nikki Alvarez-Sowles, Esq.  
Pasco County Clerk & Comptroller

By: \_\_\_\_\_  
CHAIRMAN

Date: \_\_\_\_\_

**NOTARY ACKNOWLEDGMENT**

**STATE OF** }  
 } ss  
**COUNTY OF** }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by [as applicable, complete one of the choices below]:

**FOR A CORPORATION OR LIMITED LIABILITY COMPANY:**

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

**FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:**

[Name]

**FOR PARTNERSHIP:**

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

Said person is personally known to me or has produced \_\_\_\_\_ as identification on behalf of [Name, or Name of Corporation, Company, Partnership as applicable]:

\_\_\_\_\_  
Signature of person taking acknowledgment

\_\_\_\_\_  
Name typed, printed or stamped

\_\_\_\_\_  
Title or rank

\_\_\_\_\_  
Serial number (if any)



**EXHIBITS**

- A. Backflow Prevention Device Test and Maintenance Form
- B. PCU Specifications
- C. Work Order Form

County Use Only  
B.F.P. No.: Map No.:

Pasco County Utilities Backflow  
Prevention Device  
Test & Maintenance Report



New Test Date:

SECTION 1: GENERAL INFORMATION

Work Order No. \_\_\_\_\_  
Name Of Premise \_\_\_\_\_  
Street Address \_\_\_\_\_  
Location of Device \_\_\_\_\_  
Device Information Status \_\_\_\_\_ Type \_\_\_\_\_ Use \_\_\_\_\_ Size (in) \_\_\_\_\_  
Manufacturer Model \_\_\_\_\_  
Backflow Serial No. \_\_\_\_\_ Meter Serial No. \_\_\_\_\_  
Line Pressure at time of Test \_\_\_\_\_ PSI

SECTION 2: RESULTS

RP/RPDA: Check Valve #1 \_\_\_\_\_ PSI Check Valve#2 \_\_\_\_\_ PSI Differential Pressure Relief Valve \_\_\_\_\_ PSI Action Taken (if failed): \_\_\_\_\_  
PASS  FAIL  Buffer \_\_\_\_\_ PSI \*If replaced complete Section 3 below.

DC/DCDA: Check Valve #1 \_\_\_\_\_ PSI Check Valve#2 \_\_\_\_\_ PSI Action Taken (if failed): \_\_\_\_\_  
PASS  FAIL  \*If replaced complete Section 3 below.

PVB/SVB/AVB: Air Inlet Opened At: \_\_\_\_\_ PSI Check Valve Held At: \_\_\_\_\_ PSI Action Taken (if failed): \_\_\_\_\_  
PASS  FAIL  \*If replaced complete Section 3 below.

SECTION 3: REPLACEMENT INFORMATION

Manufacturer Model \_\_\_\_\_  
Backflow Serial No. \_\_\_\_\_ Size (in) \_\_\_\_\_  
Meter Serial No. \_\_\_\_\_

SECTION 4: AFFIRMATION

NOTE: All repairs / replacements shall be completed within ten (10) Days.

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I HEREBY CERTIFY THAT THIS DATA IS ACCURATE AND REFLECTS THE PROPER OPERATION AND MAINTENANCE OF THE UNIT.

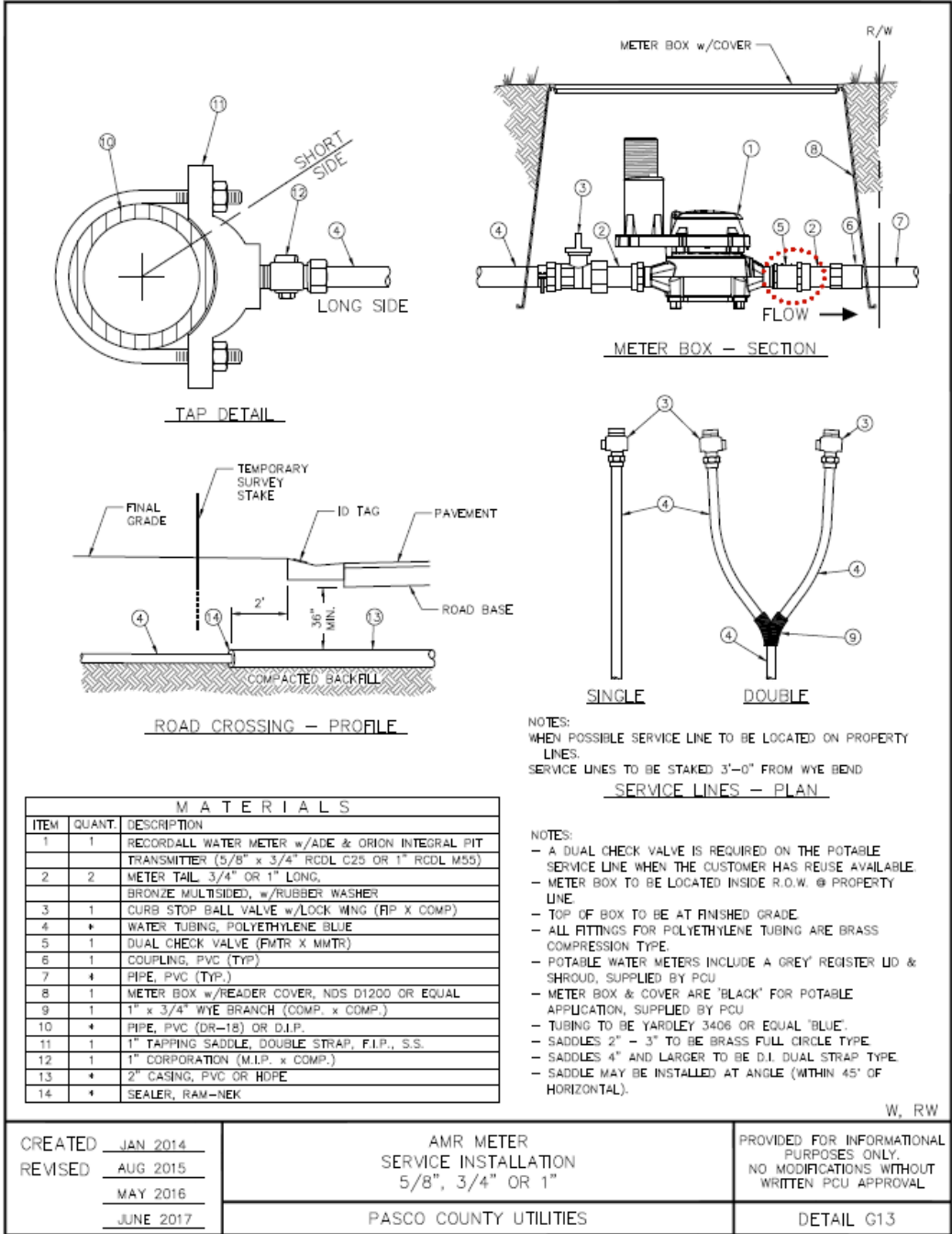
CERTIFIED TESTING COMPANY \_\_\_\_\_

INITIAL TEST BY \_\_\_\_\_ CERTIFIED TESTER NO. \_\_\_\_\_ DATE \_\_\_\_\_

REPAIRED BY \_\_\_\_\_ CERTIFIED REPAIR NO. \_\_\_\_\_ DATE \_\_\_\_\_

FINAL TEST BY \_\_\_\_\_ CERTIFIED TESTER NO. \_\_\_\_\_ DATE \_\_\_\_\_

Please send all test report forms to: [backflowprogram@pascocountyfl.net](mailto:backflowprogram@pascocountyfl.net)  
OR Attn: Backflow Program, 19420 Central Blvd, Land O Lakes, FL 34637  
OR Fax (813) 345-3092



INTERNAL USE ONLY

PASCO COUNTY WORK ORDER FORM

(Owner reserves the right to modify or make changes to this form). Contractor shall use latest revision of this form as supplied by the Owner

OPS BUDGET	CIP BUDGET
<input type="text"/>	<input type="text"/>
	PROJECT #
	<input type="text"/>

Contractor Name:	<input type="text"/>	Contract No.	<input type="text"/>
Work Order Number:	<input type="text"/>	Date Work to be completed:	<input type="text"/>
Location of Work:	<input type="text"/>	Quote/Not To Exceed Amount:	<input type="text"/>
PCU Agent Requesting Work:	_____		

- As-Needed Repair  
  Emergency Repair  
  Semi-Annual (PM)  
  Initial Evaluation

Description of Work According to the Bid:

# DRAFT

If Applicable:

Pump Station #   
  Equipment: Make   
 Model #

Authorized Signature:

Assistant County Administrator  
Utilities Services or Approved Designee

NTP DATE

**Work Completed and Accepted:**

*Contractor Shall sign, date and return copy of this Work Order Form with Invoice*

	COMPLETION DATE	INVOICE TOTAL
Contractor Representative (Signed)	(Printed)	Date
Owner's Representative (Signed)	(Printed)	Date Accepted

- \*Work Order forms are subject to revision during contract term.

Documents, and will have the authority to reject materials or suspend the Work until any questions at issue can be referred to and decided by the County. The Contractor(s) will be immediately notified in writing of any such suspension of the Work and such notice will state in detail the reasons for the suspension. The presence of the inspector or other designee will in no way lessen the responsibility of the Contractor(s).

- 13.5. The Contractor(s) shall perform work as instructed to assure the scheduled progress and it shall cooperate fully with the County and with other Contractors at Work in the vicinity.

**END OF SPECIFICATIONS**

**BID FORM**

Business Name: National Metering Services, Inc.

(This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

A. Item No.	B. Annual Estimated Quantity	C. Description	D. Unit	E. Labor Rate	E. Estimated Annual Price (B x E)
1.	1000	Dual Check Backflow Preventer / 1 Replacement – Labor Only (as per Specifications)	Each	\$90.00	\$90,000.00
2.	250	Complete change out ¾" AMR/AMI Meter w/ Endpoint and installation of new ¾"-1.0" Dual Check	Each	\$105.00	\$26,250.00
3.	250	Complete change out 1.0" AMR/AMI Meter w/ Endpoint and installation of new ¾"-1.0" Dual Check	Each	\$105.00	\$26,250.00
4.	3000	Complete change out ¾" AMR/AMI Meter w/ Endpoint and replacement of existing ¾"-1.0" Dual Check	Each	\$78.00	\$234,000.00
5.	500	Complete change out 1.0" AMR/AMI Meter w/ Endpoint and replacement of existing ¾"-1.0" Dual Check	Each	\$78.00	\$39,000.00
6.	500	Change out – Remove and replacement of Endpoint only and installation of new ¾"-1.0" Dual Check	Each	\$70.00	\$35,000.00
7.	500	Change out – Remove and replacement of Endpoint only and change out of existing ¾"-1.0" Dual Check	Each	\$70.00	\$35,000.00
8.	500	Change out – Remove and replacement of Potable Meter Endpoint only	Each	\$38.00	\$19,000.00

A. Item No.	B. Annual Estimated Quantity	C. Description	D. Unit	E. Labor Rate	E. Estimated Annual Price (B x E)
9.	500	Change out – Remove and replacement of Reclaim Meter Endpoint only	Each	\$49.00	\$24,500.00
10.	500	Retro fit – consist of installation of new ¾"-1.0" Dual Check Valve on existing meter	Each	\$90.00	\$45,000.00
11.	14000	Complete change out – Consist of ¾" Potable AMR/AMI Meter with Endpoint	Each	\$49.00	\$686,000.00
12.	3000	Complete change out – Consist of ¾" Reclaim AMR/AMI Meter with Endpoint	Each	\$49.00	\$147,000.00
13.	100	Complete change out – Consist of 1.0" Potable AMR/AMI Meter with Endpoint	Each	\$49.00	\$4,900.00
14.	100	Complete change out – Consist of 1.0" Reclaim AMR/AMI Meter with Endpoint	Each	\$49.00	\$4,900.00
15.	100	Complete change out – Consist of 1.5" Potable AMR/AMI Meter with Endpoint	Each	\$115.00	\$11,500.00
16.	100	Complete change out – Consist of 1.5" Reclaim AMR/AMI Meter with Endpoint	Each	\$115.00	\$11,500.00
17.	100	Complete change out – Consist of 2.0" Potable AMR/AMI Meter with Endpoint	Each	\$120.00	\$12,000.00
18.	100	Complete change out – Consist of 2.0" Reclaim AMR/AMI Meter with Endpoint	Each	\$120.00	\$12,000.00

A. Item No.	B. Annual Estimated Quantity	C. Description	D. Unit	E. Labor Rate	E. Estimated Annual Price (B x E)
19.	1500	Replace Meter Box	Each	\$ <u>30.00</u>	\$ <u>45,000.00</u>
20.	10000	Labor Only – Manual Meter Reading AMR/AMI	Each	\$ <u>1.00</u>	\$ <u>10,000.00</u>
21.	10000	Labor Only – Verification of Meter Serial Numbers and End Points AMR/AMI	Each	\$ <u>1.00</u>	\$ <u>10,000.00</u>
22.	1	Annual Contingency Allowance for Materials/Parts/3 <sup>rd</sup> Party Services not covered within these specifications. Authorization in writing, by the Pasco County Representative, is required, prior to start of the work.	Each	\$500,000.00	\$500,000.00
<b>GRAND TOTAL</b>					\$ <u>2,028,800.00</u>

Start Work 10 calendar days upon receipt of Notice to Proceed

For hard copies, it is not necessary to return every page of this document with the bid; return only the pages that require signatures or information as listed.

Pasco County reserves the right to award multiple and different bidders for each completed section with qualifications submitted with this bid form.



**BIDDER QUESTIONNAIRE**

Bidder's Name National Metering Services, Inc.

Bidder's Address 116 Center Street Daytona FL 32117

Telephone No. 888-448-0009 FAX No. 201-246-1115

Number of years in this type of service? 27 Years

Number of years authorized to do business in the State of Florida 19 Years

Number of employees "ON THE JOB" each day? 85 throughout the service area

Will you subcontract any part of this work? If so give details:  
No subcontractors to be used

List all equipment, which will be available upon commencement of the agreement to perform the required service.

Service vehicles, and hand tools, fittings and gaskets

Work orders and data management

Do you currently hold any municipality/county contracts? Yes x  
No \_\_\_\_\_

If so, what municipalities/counties?

Marion County Meter Upgrade program, Brevard County Meter & Back flow Furnish and Install Project, St Cloud meter upgrade program, Orange County Meter Replacement, Pasco County Backflow installation  
See attached

Copies of all licenses and certifications held to meet State and Local requirements must be submitted with this bid. Type of License (s) /Certification (s):  
Certified Underground and Utility & Excavation Contractor License - Backflow Testing Certification

List three references of firms receiving similar service to that requested in this bid.

See Attached Schedule

1. Firm Marion County FL Telephone No. 352-572-6309  
Contact Josh Kramer

2. Firm Indian River County Telephone No. 772-226-1832  
Contact Cindy Corrente

3. Firm Hillsboro County Telephone No. 813-612-7725  
Contact Gary Hunter

**LIST OF TECHNICIANS**

The following are technicians to be employed by the Bidder and the approximate percentage of the total work to be performed by each.

Name and Address	Description of Work	Years of Experience
<u>James VanDussen</u>	<u>Project Manger - Installer</u>	<u>5</u>
<u>Devin Van Dussen</u>	<u>Installation Technician</u>	<u>4</u>
<u>Austin Church</u>	<u>Installation Technician</u>	<u>4</u>
<u>Matt Hartman</u>	<u>Installation Technician</u>	<u>5</u>
<u>Kelly Dever</u>	<u>Supervisor Field Services</u>	<u>15</u>
<u>Brandon Ordinez</u>	<u>Installation Technician</u>	<u>2</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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**LIST OF SUBCONTRACTORS**

The following are subcontractors to be employed by the Bidder and the approximate percentage of the total work to be performed by each.

1. Name and Address: No Subcontractors to be used

Description of Work/ Approx % to be performed by this sub: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Years of Experience: \_\_\_\_\_

2. Name and Address: \_\_\_\_\_

Description of Work/ Approx % to be performed by this sub: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Years of Experience: \_\_\_\_\_

3. Name and Address: \_\_\_\_\_

Description of Work/ Approx % to be performed by this sub: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Years of Experience: \_\_\_\_\_

**BIDDER'S MAJOR EQUIPMENT LIST**

To enable the Owner to evaluate the Bidder's qualifications to perform the work the Bidder shall list in the space below or include a separate list of its equipment and proposed subcontractor's equipment proposed for use in performing the work.

---

<b>Make, Model Year</b>	<b>Owned or Leased</b>	<b>Condition</b>	<b>Availability for this Project</b>
	See Attached		




<b>Vehicles</b>					
1997	Dodge Van 1500 Series	Good	1	\$ 7,200.00	\$ 7,200.00
2001	Dodge Van 3500 Series	Good	1	\$ 9,000.00	\$ 9,000.00
2001	Dodge 1500 HD Pickup	Good	1	\$ 9,800.00	\$ 9,800.00
2001	GMC 2500 Series Pickup	Good	1	\$ 10,200.00	\$ 10,200.00
2007	Ford F 150 Pickup	Very Good	1	\$ 18,500.00	\$ 18,500.00
1998	Ford Series 350 Utility Truck	Very Good	2	\$ 25,000.00	\$ 50,000.00
1999	Chevy Van Series 2500	Good	2	\$ 8,500.00	\$ 17,000.00
2004	Chevrolet Truck 3500 Series	Good	4	\$ 25,000.00	\$ 100,000.00
2005	Chevrolet Pickup Colorado	Good	1	\$ 20,000.00	\$ 20,000.00
2004	Trailer 14 ft	New	1	\$ 4,000.00	\$ 4,000.00
2006	Chevy Van Series 3500	New	4	\$ 30,000.00	\$ 120,000.00
2006	Chevy Box Trucks	New	2	\$ 32,000.00	\$ 64,000.00
2006	Mobile test bench trailer laboratory	Excellent	1	\$ 51,000.00	\$ 51,000.00
2007	Vac-Tron Mobile Vacuum Unit	Excellent	1	\$ 48,000.00	\$ 48,000.00
2001	Ford Series 350 Utility Truck with crane	Good	1	\$ 33,000.00	\$ 33,000.00
2009	GMC 2500 Series Savana Van	New	1	\$ 26,000.00	\$ 26,000.00
2006	Chevy Vans 1500 Series	Good	6	\$ 22,500.00	\$ 135,000.00
2008	Ford Series 450 Utility Truck with crane	Excellent	1	\$ 60,000.00	\$ 60,000.00
2012	Chevy Van Series 2500	New	2	\$ 26,000.00	\$ 52,000.00
2007	Chevy Dump Truck	Good	1	\$ 19,000.00	\$ 19,000.00
2003	Chevy Dump Truck	Good	1	\$ 7,000.00	\$ 7,000.00
2014	GMC 2500 Series Savana Van	New	1	\$ 28,000.00	\$ 28,000.00
2014	Dump Trailer	New	1	\$ 5,200.00	\$ 5,200.00
2014	Dodge Ext Pick Up	New	1	\$ 32,000.00	\$ 32,000.00
2014	GMC 2500 Series Savana Van	New	1	\$ 28,000.00	\$ 28,000.00
2015	Nissan MV 200	New	10	\$ 23,000.00	\$ 230,000.00
2017	Nissan Sentra Service Vehicle	New	10	\$ 21,000.00	\$ 210,000.00
2017	Toyota Corolla Service Vehicle	New	4	\$ 22,000.00	\$ 88,000.00
2017	Volkswagon Jetta Service Vehicle	New	4	\$ 25,000.00	\$ 100,000.00
2017	Dodge Ram 1500	New	6	\$ 35,000.00	\$ 210,000.00
2018	Dodge Ram 2500	New	3	\$ 40,000.00	\$ 120,000.00
2018	Dodge Ram 1500 Pickup	New	2	\$ 47,000.00	\$ 94,000.00
2018	Dodge Ram ProMaster	New	3	\$ 28,000.00	\$ 84,000.00
2018	Isuzu Utility Lift Box Truck	New	1	\$ 75,000.00	\$ 75,000.00

(MUST BE SUBMITTED WITH THE BID FORM AND FULLY EXECUTED)

"We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

MUST BE SIGNED BY AN OFFICER OF THE FIRM OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM. FOR SERVICES ONLY - VENDOR MUST BE REGISTERED ON SUNBIZ <http://www.sunbiz.org/index.html> FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS.

  
(Signature of Bidder—Ink)

William Castle President  
(Printed Name and Title)

National Metering Services, Inc  
(Business Name)

Receipt of Addendum No. 1 through No. 2 is acknowledged.

Business Name: National Metering Services, Inc  
(The Name on File with the Internal Revenue Service)

Doing Business as (Fictitious Name): \_\_\_\_\_

Business Organization:

- Corporation:
- Partnership:  General  Limited
- Limited Liability Company (LLC):

State Registered In: New Jersey Year: 1995

Sole Proprietorship: Owner: \_\_\_\_\_

Other: \_\_\_\_\_ Fed ID # \_\_\_\_\_

Local Vendor Preference (Business Tax Receipt Required with Submittal)

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Email Address: (Vendor Point of Contact): wcastle@nmsnj.com or rverdiramo@nmsnj.com

Address: National Metering Services, Inc.

163 Schuyler Avenue Box 491

Kearny NJ 07032 Date October 21 2022

**ADDENDUM TO INVITATION FOR BID**

October 25, 2022

TO: Concerned Bidders

RE: Addendum No. 1: **IFB-SN-23-007 – DUAL CHECK VALVE CHANGE OUT PROGRAM SERVICES**

Please make note to the following changes, additions, deletions and clarifications to the above referenced solicitation:

**CLARIFICATION**

Clarification 1: The question period deadline for this bid is **November 2, 2022, at 1:15p.m.**

**QUESTIONS AND ANSWERS**

Question 1: Will this work for both times be done at the time of meter installation?

**Answer 1: Yes, as well as anything that is reported after installation, we would ask you to re-verify the information.**

Question 2: Or is it to be performed as needed for full cycles and routes?

**Answer 2: Yes, could be done at this point as well.**

Question 3: Or will this be performed on and as needed basis account by account as readings and data are needed – IE similar properties throughout the service territory?

**Answer 3: Yes, could be done at this point as well.**

Bidders should acknowledge receipt of this addendum on the Bid Form. Failure to acknowledge receipt of this addendum may be cause for rejection. The opening date will remain unchanged.

I appreciate your kind cooperation and regret any inconvenience this may have caused. If there are any additional questions, please contact the Purchasing Department at (727) 847-8194, ext. 8353.

Sincerely,

*Kimberlie Miller*

Kimberlie Miller  
Assistant Purchasing Director

**PURCHASING DEPARTMENT**

727.847.8194 | Internal Services Building | 7536 State Street, Suite 221 | New Port Richey, FL 34654



**ADDENDUM TO INVITATION FOR BID**

November 2, 2022

TO: Concerned Bidders

RE: Addendum No. 2: **IFB-SN-23-007 – DUAL CHECK VALVE CHANGE OUT PROGRAM SERVICES**

Please make note to the following changes, additions, deletions and clarifications to the above referenced solicitation:

**QUESTIONS AND ANSWERS**

Question 1: Where are the specific sites located?

**Answer 1: Various locations in Pasco County.**

Question 2: What does the scope of work consist of exactly?

**Answer 2: To provide all labor, equipment and incidentals required to perform as needed dual check valve change out program services, as per specifications.**

Question 3: How many meter boxes and dual check valves will need concrete demolition and restoration?

**Answer 3: Unknown at this time - to date none have required concrete demolition or restoration. This is not a guarantee that none will occur moving forward.**

Question 4: How many will require asphalt demolition and restoration?

**Answer 4: Unknown at this time - to date none have required asphalt demolition or restoration. This is not a guarantee that none will occur moving forward.**

Question 5: How many will require fence removal/replacement?

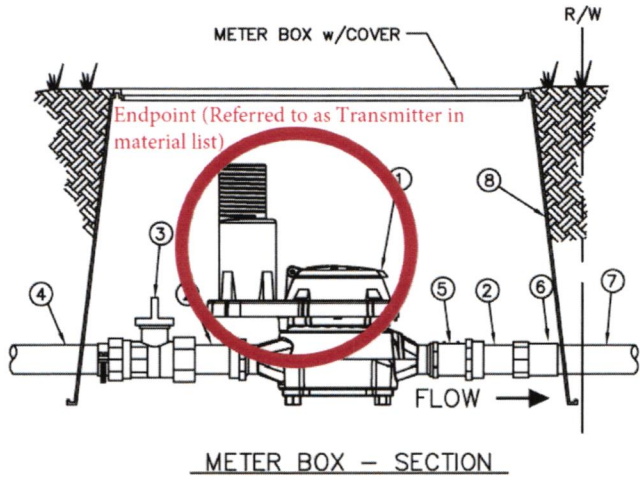
**Answer 5: Unknown at this time - to date none have required fence removal/replacement. This is not a guarantee that none will occur moving forward.**

Question 6: Endpoint is continually referred to throughout this solicitation, it is not shown on Exhibit B. Please clarify the endpoint?

**PURCHASING DEPARTMENT**

**Answer 6:** The endpoint is show on Exhibit B and consists of the items contained i below as part of Exhibit B. The materials list refers to it as transmitter.

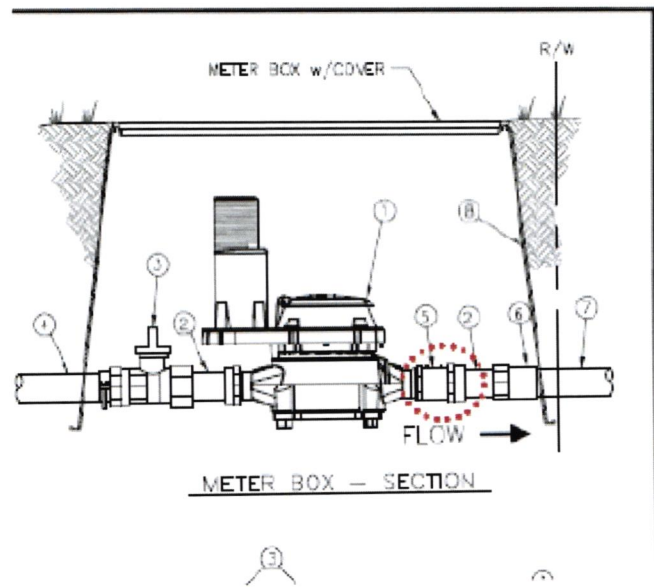
Meeting Date: 04/30/2024 Item #13.



M A T E R I A L S		
ITEM	QUANT.	DESCRIPTION
1	1	RECORDALL WATER METER w/ADE & ORION INTEGRAL PIT TRANSMITTER (5/8" x 3/4" RCDL C25 OR 1" RCDL M55)
2	2	METER TAIL, 3/4" OR 1" LONG, BRONZE MULTISIDED, w/RUBBER WASHER

**Question 7:** Exhibit B also does not show the double check valve. Is there another Exhibit that shows the double check valve?

**Answer 7:** Exhibit B shows dual check valve #5 – see screen shot below with dotted red circle.



**PURCHASING DEPARTMENT**

727.847.8194 | Internal Services Building | 7536 State Street, Suite 221 | New Port Richey, FL 34654

Bidders should acknowledge receipt of this addendum on the Bid Form. Failure to acknowledge receipt of this addendum may be cause for rejection. The opening date will remain unchanged.

I appreciate your kind cooperation and regret any inconvenience this may have caused. If there are any additional questions, please contact the Purchasing Department at (727) 847-8194, ext. 8353.

Sincerely,

*Kimberlie Miller*

Kimberlie Miller  
Assistant Purchasing Director

**PURCHASING DEPARTMENT**

727.847.8194 | Internal Services Building | 7536 State Street, Suite 221 | New Port Richey, FL 34654

ATTACHMENT A

OFFEROR INFORMATION/CERTIFICATION FORM  
(MUST BE INCLUDED WITH OFFEROR'S SUBMISSION)  
(This form must be FULLY executed with original authorized signature  
and TWO witness signatures)

1. Legal Name of Offeror. Indicate if the Offeror is a Corporation, Joint Venture, Partnership,  
etc.:

National Metering Services, Inc.

(This name must match the name on your current W9 Form. The W9 will be requested at the  
time of award.)

2. Name/title of contact person for the Offeror: William Castle President

3. Business and mailing address: Box 491 Kearny NJ 07032  
(If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at  
the time the response is submitted in order to qualify for such consideration)

4. Primary business and mailing address (if different): Same

5. Telephone number: (888 )448-0009 Fax: ( 201 ) 246-1831

Email Address: wcastle@nmsnj.com

The above-named Offeror affirms and declares:

- A. That the Offeror understands all requirements of this request and states that as a serious Offeror they will comply with all the stipulations included in this request.
- B. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:
- C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:
- D. That the Offeror is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:

- E. That the BIDDER is in compliance with Section 448.095(2), Fla. Stat. requiring CONTRACTOR and its SUBCONTRACTORS to register with and utilize the U.S. Department of Homeland Security’s E-Verify program to verify the work authorization status of all newly hired employees and acknowledges that it will be required to maintain such compliance throughout the term of any Contract entered between the parties. The BIDDER also confirms that no public employer has terminated a contract with the BIDDER for failure to comply with Section 448.095(2), Fla. Stat. (2020) within the 12 months preceding the date this Certification Form is signed by the BIDDER.
- F. That no officer or employee or person whose salary is payable in whole or in part from the COUNTY is, will be or become interested, directly or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.
- G. That the Offeror has received and carefully examined all Addenda issued prior to the opening/closing date indicated on the cover.
- H. That by submitting a response, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
- I. That pursuant to Section 287.087, Florida Statutes, Offerors understands that they may certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Offeror who has furnished such certification with their response.
- J. If claiming Local Vendor Preference, the Offeror certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a “Local Business”: a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date; and (e) a copy of their local business tax receipt or qualifies as a business in a neighboring county as listed in the County’s Purchasing Ordinance. Post office boxes shall not be used for the purpose of establishing said physical address.

Please put an “X” in the applicable box or mark N/A  
 N/A  Local Business located in Pasco County

N/A Business located within Hillsborough, Pinellas, Polk, or Hernando County

**This local preference provision is not applicable to those solicitations involving the use of either State or Federal funds as indicated below:**

State or Federal Funds Involved N/A (Mark X or N/A as applicable)

**Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.**

K. By signing this Certification, I represent that I have the authority to bind the Offeror for contract purposes and has attached verification of such authorization.

Exceptions to any Contract Provisions and Miscellaneous Declarations (attach additional sheets, if necessary):

None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

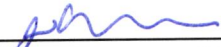
IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

ATTEST:

OFFEROR:

John Castle  
Witness No. 1 - Print Name

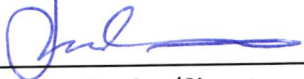
BY:   
(Authorized Signature in Ink)

  
Witness No. 1 - (Signature in Ink)

William Castle  
(Printed name of Signatory)

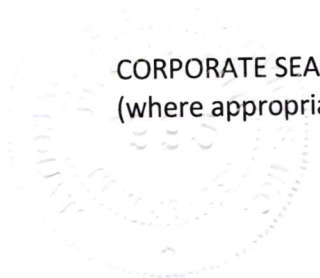
Richard Verdiramo  
Witness No. 2 - Print Name

President  
(Printed Title of Signatory)

  
Witness No. 2 - (Signature in Ink)

11/10/2022  
(Signature Date)

CORPORATE SEAL  
(where appropriate)







MARIBEL MUNIZ  
Commission # 450170148  
Notary Public, State of New Jersey  
My Commission Expires  
September 24, 2028



**UF** TREEO Center  
UNIVERSITY of FLORIDA

*Center for Training, Research and Education for Environmental Occupations*

Certifies that

**Kelly B. Dever**

has successfully completed the examinations for

***Backflow Prevention Tester Training and Certification***

*September 19-23, 2022*

***Certificate of Completion***



*Andrew Campbell*  
Andrew Campbell, Director

*Date issued: 09/23/2022*      **FBPR Construction Licensing Board**  
*Certificate No.: L09-22-15042*      *Sponsor No.: 0000995*  
*Expiration: 09/30/2024*      *Course #0003509*  
*Operator Certification Program*      *Classroom Hours: 18.5*  
*Course#: 04231016*      *FPBE Provider #0004021 30.0 CHE*

**CEU's:** 3.8      DS      DW      WW  
University of Florida TREEO Center · 3900 SW 63 Blvd Gainesville FL 32608-3800 · 352.392.9570 · train@treeo.ufl.edu · www.treeo.ufl.edu



Ron DeSantis, Governor

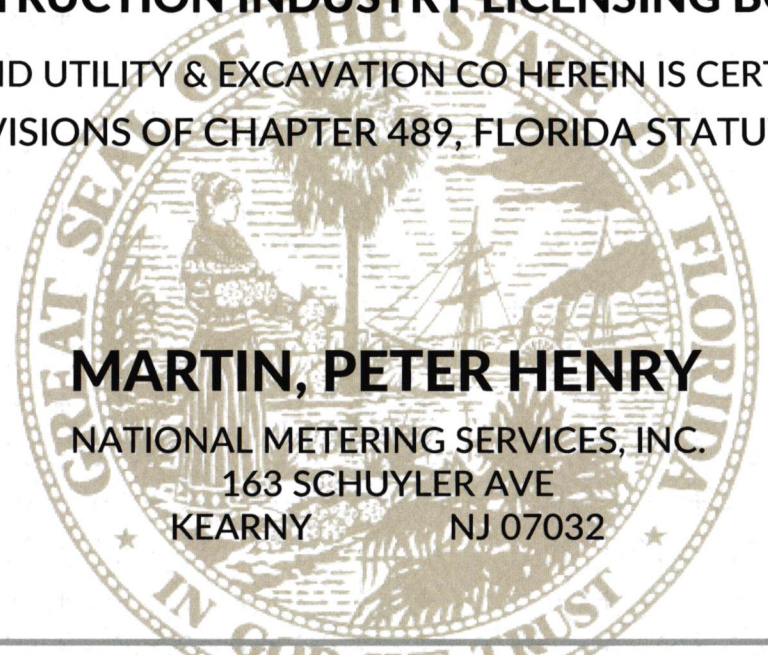
Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**MARTIN, PETER HENRY**

NATIONAL METERING SERVICES, INC.  
163 SCHUYLER AVE  
KEARNY NJ 07032

**LICENSE NUMBER: CUC1224998**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://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.



163 Schuyler Ave, PO Box 491  
Kearny, NJ 07032  
(201) 246-1115 Fax (201) 246-1831  
Toll Free 1-888-448-0009

### Proposal - Cooper City FL

#### Customer

**Name:** City of Cooper City FL Attn: Michael Stanton  
**Address:** [MStanton@coopercityfl.org](mailto:MStanton@coopercityfl.org)  
**City:** Cooper City **State:** FL **ZIP:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Date:** 10-Apr-24  
**P.O. #:** Proposal  
**Rep:** \_\_\_\_\_  
**Attn:** [Michael Stanton](#)

Item	Qty	Description	Unit Price	TOTAL
4	0	Replacement 3/4" water meter and replacement dual check valve 3/4" - 1"	\$ 78.00	\$ -
2	5500	Change-out 3/4" meter and INSTALLATION of 3/4 - 1" Dual Check* * indicates no dual check valve is in existing meter setting	\$ 105.00	\$ 577,500.00
19	0	Replace Meter Box	\$ 30.00	\$ -
<p>Proposal is for labor only and does not include meters, dual check valves or meter boxes</p>				

**Credit Card Payments**

Comments \_\_\_\_\_  
Name \_\_\_\_\_  
CC # \_\_\_\_\_  
Expires \_\_\_\_\_

Office Use Only

*National Metering Services, Inc. Your full service meter contractor. Meter sales, service, meter system installation & turnkey packages available. Meter reading and billing services.*

▶ Certified Meter Testing ▲ Wi-Fi ▲ Composite Lids ◀

Thank You



163 Schuyler Avenue  
P.O. Box 491  
Kearny, New Jersey, 07032  
1-888-448-0009  
www.nmsnj.com

Prepared for:

## The City of Cooper City, FL Meter Installation Services

- ❖ Statement of Work
  - Executive Summary
  - Company Overview
  - Experience
  - Managing the Project
  - Installation Procedures
  - Worker and Public Safety
  - Customer Service
  - Data Management
  - Meter Testing
  - Warranty

## Executive Summary

National Metering Services, Inc. was incorporated in 1995. William started his career early in the metering industry, when cutting edge metering technology was introduced in the 1980's. He gained valuable experience as meter installation technician for other meter installation companies. William was actively involved with manufacturer's agents for trials and pilot programs. Some of the most sophisticated meter systems of the early Automatic Meter Reading Systems (AMR) era, encoded remote (touch read) and telephone read technology (Hands Off Meter Reading), the forerunners of the present-day AMR were piloted, trialed and installed by William. William has managed several high profile and large turnkey projects before incorporating National Metering Services, Inc. (referenced as NMS), a premier meter installation and service company. National Metering Services, Inc. has emerged in the AMR market as a preferred sub-contract and service company to some of the industry giants. NMS has worked exclusively for Northrop Grumman IT, Northrop Grumman (NGC), Badger Meter Inc., Amco Elster (ABB), Neptune Meter, HD Supply and Sensus Metering Systems as well as a direct contracting source for utility customers.

NMS is a Preferred Installation Contractor for Neptune Technology Group, United Water and American Water.

## Company Overview and AMI Experience

National Metering Services, Inc., provides meter installation services for both municipal and private utilities throughout the United States. The projects we have provided services for are diverse in requirements and objectives. NMS has provided full turnkey packages, (supplying both product & services), labor only programs, provided customers with technical assistance in system selection and project planning, specification development with owners and engineers. While experienced in all utility meter types, water, gas and electric, our entrance into AMR market was in the water industry, in the Northeastern part of the US in the early 1980's. This area of the country proved to be the ideal training or proving grounds for installation crews and customer service staff of our firm. Due to the extreme weather conditions in the winter, 90% of utility meters are located inside the customer's home to shelter the meter(s) from the effects of the cold. Because meters are located inside the homes, lock out conditions soon became realized when attempting to read meters by utilities. The results were, lost revenue due to limited actual reads and estimated bills. Employees of NMS are experienced with dealing directly with customers, scheduling appointments and providing a quality installation service.

Although NMS was established servicing the water industry, Gas meter replacement and retro-fit has become another strong area we have excelled in. Over the past 3-1/2 years NMS has replaced over 35,000 gas meters.

National Metering Services, Inc. has partnered with large water utilities to provide services to municipalities as well as to their own water properties. Past and current partners include United Water NJ (Suez), Middlesex Water Company (MSEX), Aqua America NY and American Water Company. NMS has also partnered with meter manufacturers including Badger, Neptune, Sensus, Amco and H.D Supply.

National Metering Services, Inc. is currently partnered with Northrop Grumman as a sub contractor to supply & install 150,000 + gas and water meters for the City of Corpus Christi TX. In addition to the NGC partnership, NMS' skills and resources were tapped by NGC's IT division to install and deploy the city's 147 square mile Wi-Fi system.

National Metering Services, Inc. maintains a staff 100 service professionals and support staff on several projects throughout the United States. Permanent offices are located in Kearny, New Jersey, Clermont FL , Daytona FL, Nanuet NY, Minneola LI, Cinnaminson NJ, and Harrisburg PA. National Metering Services, maintains a fleet of 100 Service and Specialty Vehicles. All staff are equipped with Company owned, equipped and properly labeled vehicles with vehicle number, company name, Samsara Monitoring camera's and GPS/Driver tracking.

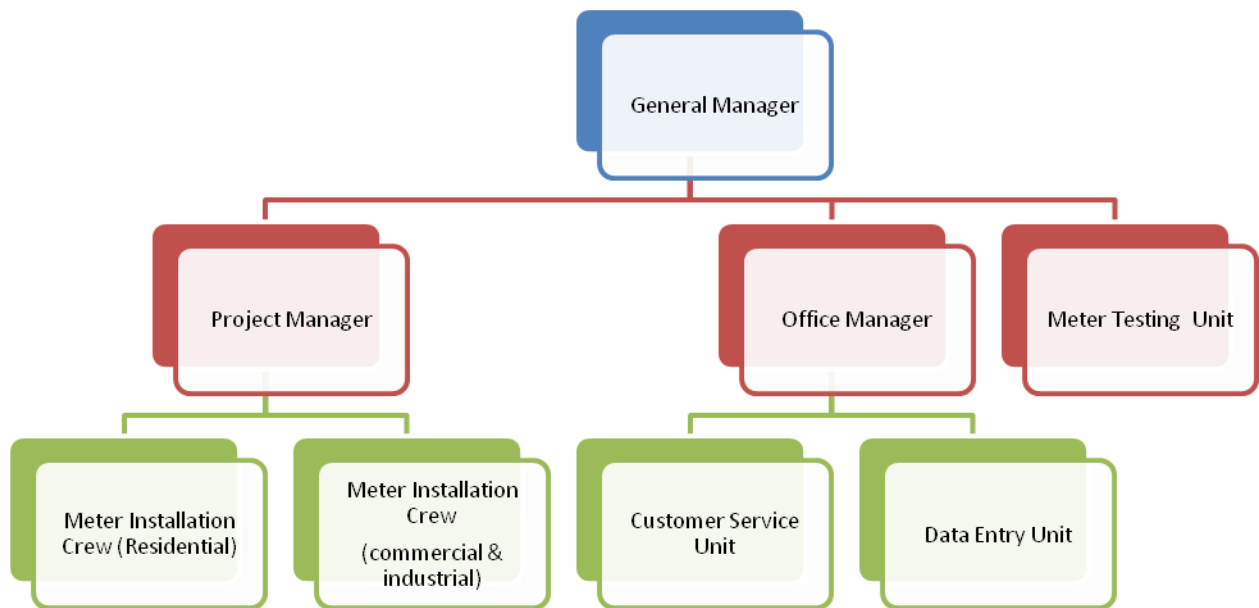
Seeing demand for our AMR systems knowledge and meter installation and testing services, National Metering Services, Inc. recently opened an Office in Krakow, Poland. NMS Europe will supply, install and support Smart Metering Systems for Utilities in Poland and other Eastern European Countries.

For questions or inquiries regarding this response, please address them to:

William Castle, President  
National Metering Services, Inc.  
163 Schuyler Avenue  
Box 491 Kearny NJ 07032  
Phone: 201-246-1115 Fax: 201-246-1831  
Email: [wcastle@nmsnj.com](mailto:wcastle@nmsnj.com)

The following Organizational Chart details proposed staff and description of duties. This chart does not represent the entire staff that would be assigned to the program. As meter quantities are increased and to accommodate project scheduling and material supplies, staffing is adjusted. NMS maintains a ratio of one (1) Field Foreman for every five (5) Installation Technicians.

### Proposed Organizational Chart



**Project Coordinator** – The responsibilities of the Project Coordinator, is assigning tasks to office staff, monitoring customer service unit’s interaction with customers, verifying work order information as entered by data processing unit, supervising work order preparation & customer notices, scheduling of mailings, tracking progress of project by area or route, scheduling follow-up mailings, time record keeping, payroll certification, invoice preparation, execution of required AIA forms. All Project Managers report directly to the Project Coordinator regarding the status of a program, inventory, customer service, field reports etc.

**Lead Technician** – The Lead Technician is responsible for all interaction with the utility, ordering, cataloging and distribution of inventory materials, assigning and recovering work to & from installers daily. Progress meetings, customer concerns or callbacks, distribution of appointments & schedules, forwarding completed work orders to the data processing center, logging accounts that could not be installed (locked gates & dogs), keeping daily time records of installers hours. The Lead Technician reports directly to the Project Coordinator with daily reports and a weekly summary of installations, and project progress.

**Field Foreman** – The Field Foreman, is responsible for collection of old meters for testing, verifying exit readings of old meters, re-supply of equipment to installers in the field, provide assistance on difficult installations, survey large meter accounts, freeze service lines when shut down is not possible using existing valves, verify conditions when a unit cannot be installed as reported, locate and operate curb valves for shut down, cover appointments pending if an installer is delayed or has other issues.

**Meter Installation Technician** – Our Installation Technicians have several years of experience, installing gas meters. NMS has a very low employee turnover rate. Many of our Installers have been with the company over 5 years. The responsibilities of our Meter Installation Technicians are: providing meter installation service by appointment and by solicitation, logging pertinent data on installation order, final reading of meter and serial number confirmation, tagging removed meter with an address verification tag, testing of meter installation with manufacturers test equipment, checking for leaks after installation is complete, verifying service has been restored, updating account records if an account is missing or indicating why the unit cannot be installed as per request.

**Data Entry Clerk/Customer Service Representative** – Preparing customer notices & work orders from electronic data provided by the Utility, processing completed work orders, processing incomplete work orders by identifying the problem or violation and entering the data into the new customer database, processing meter certification test results and entering results into a comprehensive report, entering test results into the customer database.

Customer service is responsible for scheduling appointments for customers, verifying appointments the day before the scheduled appointment by calling the customer, scheduling appointments through our internet service (E-Appointments), processing daily routes for installers by appointment, processing meter certification data, preparing customized project reports for the Utility relating to project status, un-metered accounts, remaining accounts, violations, theft of service, leaks etc.



**William Castle**  
156 West Newell Ave  
Rutherford, New Jersey 07070

PROFESSIONAL HIGHLIGHTS

- Jun 1997-  
Current      National Metering Services, Inc.      Kearny, NJ  
**Principal/President**
  - Responsible for Operations
  - Make presentations before City councils.
  - Responsible for Bid Responses.
  - Manage Larger projects.
  
- Jul 1989-  
Jun 1997      Automated Metering Services, Inc.      Ramsey, NJ  
**Vice President/General Manager**
  - Project manager for Newark, NJ meter installation project 93-96.
  - Responsible for bidding projects and job preparation.
  - Liaison between City and company management
  - Attended monthly project meetings with City personnel
  
- May 1986-  
Jun 1989      Castle Installation Co.      Jersey CITY, NJ  
**Repair Technician/Manager**
  - Small meter installation manager.
  - Assigned workloads to meter crews.
  - Responsible for HOMER system for Hackensack Water Co. (Now United Water Resources)
  - Managed crews for installation of over 100,000 meters in the HOMER project.

PROJECTS MANAGED

*(Partial List)*

- Newark, NJ
- East Orange, NJ
- Jersey City, NJ
- Harrington Park, NJ
- West Caldwell, NJ
- Duncansville, PA
- Celebration, FL
- Alpha, NJ
- Elizabeth, NJ
- Lyndhurst, NJ
- City of Vineland, NJ
- Verona, NJ
- Kissimmee, FL

METER & INSTALLATION QUALIFICATIONS

- Managed the installation of over 250,000 residential water meters.
- Managed the installation of over 5,000 commercial water meters.
- Familiar with all aspects of plumbing.
- Specialist – Residential Meters
- Licensed Contractor for South Carolina
- Certified by Itron and MARS Water

**Peter H. Martin, P.E.**

301 Horton Grove Rd.,  
Fort Mill, SC 29715

**SUMMARY:** Twenty five years experience managing water, sewer, and gas construction.  
Two years in water utility distribution system management.  
Seven years plant maintenance experience.

**PROFESSIONAL EXPERIENCE:**

**2009 - Present National Metering Services, Inc., Kearny, NJ**

Project Manager Crisfield MD Water Meter Upgrade and Large Diameter Meter Vault Installation Program. Managed and supervised crews installing residential water meters and commercial meters. Supervised and installed 14 large diameter meter vaults along the City/County line where interconnects were un-metered.  
Prior to Crisfield MD project – Project Manager for Asheville NC meter upgrade. 25,000 units were installed and read with Hersey water meters and RF “HotRod” AMR.

**2005-2009 REYNOLDS INLINER, LLC (f/k/a American Water Services), Ft.**

Lauderdale, FL. Business Unit Director. Started as Engineering Project Manager over capital improvement projects of water/sewer for Military Services Group, then became Business Unit Director for Southeast Region managing sewer rehabilitation business. Responsible for engineering, estimating and regional management of cured-in-place sewer lining operation for AL, GA, and TN. Transferred in 2008 to manage the South Florida region.

**1999-2004 THE HALLEN CONSTRUCTION CO., INC., Island Park, NY**

Asst. VP of Engineering and Project Manager – Special Projects.  
Responsible for engineering, estimating, and project management for a contractor performing gas distribution system maintenance and gas pipeline installation. Projects include: installation of 18,000lf of 26” steel gas main in Long Island, NY; 10 million dollar natural gas metering and regulating station for a gas transmission pipeline connecting to Con Edison in the Bronx, NY.

**1995-1999 MIDDLESEX WATER CO., Iselin, NJ**

Employed as Director of Distribution/Maintenance for an investor owned public water utility. Responsible for the supervision of the maintenance of the water distribution system serving over 57,000 customers with 600 miles of water mains. Staff included 28 people in distribution maintenance, 5 in transportation maintenance and 3 office personnel.

**1975-1980 TEXACO, INC., Westville, NJ**

Plant Support Engineer for the Petrochemical Department. Responsible for design and cost estimating for non-routine maintenance and process unit shutdown projects.

**EDUCATION AND LICENSES:**

Lehigh University, 1975, B.S. Civil Engineering, Licensed Professional Engineer in New Jersey-active and Alabama-inactive.  
Certified Underground Utility and Excavation Contractor FL – License Number CUC1224998

**Thomas Mitchell**  
24 Malibu Drive  
EatonCity, N.J 07724

PROFESSIONAL HIGHLIGHTS

Jul 2005  
Current  
National Metering Services, Inc. Kearny, NJ  
**Southern District Project Manager**  
• Project Manager for the first full scale Sensus fixed network.  
• Lead tech Large meters in Corpus Christi TX .  
• Managed several large installation contracts in Florida.  
• Attended monthly project meetings with city personnel

Mar 1986-  
Jul 2005  
TJM Builders. Lincroft, NJ  
**Owner**  
• New construction builder.  
• Assigned workloads to sub contractors.  
• Installed pre-fabricated houses.  
• Managed a total of eight full time employees.

Sep 1980-  
Mar 1986  
Jersey Central Power & Light. Oyster Creek  
**Lead Technician**  
• Responsible for creating dept. of five employees'.  
• Advisor to the NRC three Mile Island.  
• Calibration of Radiation detection equipment.  
• Attended monthly planning meetings with upper management

Feb 1978-  
Jun 1980  
I.B.M Fishkill , N.Y  
**Electro-mechanical**  
• Repaired Electronics, Hydraulics & Pneumatics.  
• Repaired Control Systems.  
• Attended school.

EDUCATION

1974 -1978  
Sep 1976-  
Jun 1978  
Christian Brothers Academy High School Lincroft, N.J  
Devry Technical School. Woodbridge, N.J  
**Electronics**  
• Electronics Degree

## Managing the Contract

National Metering Services, Inc. has an unblemished record for conducting business in a timely, efficient and courteous manner. All personnel are proficient, motivated, well trained and highly experienced in their particular field, whether administrative or technical.

This project will always be staffed with a qualified manager of National Metering Services to supervise this project. The manager will always be available via cellular telephone for emergencies as a result related to meter installation services.

To complete this project in the time allotted, particular attention will be paid to the timing and distribution of notifications.

NMS recommends that any and all notices produced by the Utility announcing the project should include National Metering Services, Inc.'s website - [www.nmsnj.com](http://www.nmsnj.com). National Metering Services, Inc. provides our website on all customer correspondences, so customers can gain access to additional information about the project in their community and get product data or general information. A webpage dedicated to this project is created and provides customers with project information, samples of uniforms and a statement of work to be performed.

Customer service hours are Monday through Friday 9:00 am to 5:00 pm. Installation hours are Monday through Friday 8:00 am to 5:00 pm.

National Metering Services, Inc. will do the following immediately upon receipt of the Notice to Proceed:

- ✓ Acquire adequate office and storage space to meet contract requirements
- ✓ Install local telephone service and fax machine
- ✓ Install computer system
- ✓ Meet with the Human Resource Manager about local resource pool
- ✓ Conduct background investigation if any candidates are selected for support services
- ✓ Prepare customer notifications

During our regular office hours, 8:00 a.m. to 5:00 p.m., office personnel will handle all customer telephone calls. If for some reason, customer service cannot handle a customer's request, the office manager will personally speak with the customer and resolve the situation. After regular office hours an emergency telephone number is provided through our answering service.

National Metering Services, Inc. will use its regional office located in Northvale, NJ for additional support of a local project office.

The following steps are required to successfully replace a water meter to AMR in a meter box application:

1. Installation technician arrives for meter replacement
2. Technician examines existing conditions of meter setting and takes pre-installation digital photo
3. Technician clears debris (sand, dirt) from meter box and/or de-waters meter pit as required
4. Technician shuts main valve
5. Technician replaces existing meter with a new meter and radio unit.
6. Technician restores water and checks for leak and verifies that there is a watertight seal at the meter fittings.
7. Technician mounts pit receptacle to meter pit lid
8. Technician programs MIU with Manufactures authorized equipment (supplied by NMS) and enters the data into the electronic format and paper work order
9. Technician cleans work area and takes the post installation digital photo
10. Technician completes meter change work order indicating the following: customer account number, read sequence, install date, meter size & type, new meter serial number, new MIU serial number, reading on old meter. Technician purges the water lines from the outside hose spigot (if available).
11. Technician informs the customer of the successful installation. In the event the customer was not home during the installation a Flush the Water line notice will be left at the property.

Account No. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Old Meter No. \_\_\_\_\_ New Meter No. \_\_\_\_\_  
Out Read: \_\_\_\_\_ Remote #: \_\_\_\_\_  
Remote Loc. \_\_\_\_\_ Set Reading: \_\_\_\_\_  
Meter Size \_\_\_\_\_ M.I.U. #: \_\_\_\_\_  
Remarks: \_\_\_\_\_  
Install Date: \_\_\_\_\_ Installer I.d. \_\_\_\_\_

**Meter Change Order**  
1-888-448-0009  
Meter Change Card Courtesy of National Metering Services, Inc.

## Pre-approved Schedule

The Utility will be provided with a schedule of work from NMS which will contain proposed site locations and timetables prior to the commencement of any work. To reduce the possibility of interfering with meter reading schedules, the schedule will be updated on a monthly basis and submitted to the Utility for discussion and approval. The schedule will be in a sequence approved by the Utility.

## Installation

Scheduling will be done so as to minimize interference with ongoing meter reading and billing schedules.

NMS will assist the Utility in developing a written notice to residents to be mailed in advance of the work commencing and explaining the purpose of the contact. NMS will create a webpage detailing the Meter Modernization Project. NMS will reciprocate web links with the Utility. All printed material provided by NMS to customers will be pre-approved by the Utility and will provide our web address and toll-free numbers. Customers may obtain additional program information by calling us or visiting the web. Below is an example of the mailer. The following three pages are examples of additional project advertisement material and appointment scheduling tools offered in our proposal.

**National Metering Services, Inc.**

**Contractors for the Utility**

Please be advised that in order to improve the quality and reliability of service to our customers, the Utility Water has contracted National Metering Services, Inc. to install new water meters. The new meters are being installed at no cost to you. The water meter is located outside of your home and access to your home is not required. All meters will be upgraded or replaced without exception. Technicians from National Metering Services will be installing meters in your area during the next three weeks. All installers are required to have I.D. always displayed and to be in uniform. If you are not home when the installer arrives, you will be left a notice that the water meter has been replaced. Line flushing instructions will be on the notice. For the safety and security of our Staff and Utility Professionals, please secure all loose pets.

Thank you for your cooperation.

For more project information visit [www.nmsnj.com](http://www.nmsnj.com) or call 1-888-448-0009 to schedule an appointment.

**Thank you for your cooperation.**

## Installation

All interior installation work (if any) will be carried out in a first class and professional manner. All holes to the outside remote RF unit will be sealed with clear silicone caulking to prevent water or insect intrusion into the home. All wiring will be run parallel on headers and joists, fastened with the appropriate wire holding staples, wire ties or electrical tape. Holes drilled for wiring will be from the outside in slightly on an upward angle.

All meter box or pit installation work will be carried out in a first class and professional manner. Meter boxes will be dewatered, and have all sand/debris removed and disposed per the contract directives. Lids will be drilled to accommodate the meter antennae where applicable.

All meters replaced will have the old gaskets removed and new ones installed. The meter register and RF unit will be wired following the manufacturers color codes or wiring guide. The RF unit will be activated using the manufacturer’s tool for programming, installation or alerting. Meter replacement data will be electronically captured during the installation process and uploaded “Live” to the NMS database with all installation photos and data with our **Field Service Installation Tool**. The **NMS Customer Portal** provides the Water Utility with “Live” updates from the field as meters are installed. All meter installation data can be reviewed. The installation data is not available for download into the Water Utility’s network until the data is confirmed by NMS Customer Service. Water Utility Staff can also monitor the progress of the project via our portal and track the following: Appointments scheduled, Appointment dates, Customer Refusals, Bad Plumbing, Customer Mailing (notices) dates, meter testing, and if applicable **Live Reads** coming in from the DCU and linked to the appropriate account. The **NMS Customer Portal** is a secure web based and runs independent of the meter reading and billing software the Water Utility utilizes. NMS IT Provides access credentials to Water Utility Staff working on the program and authorized by Water Utility Management. Samples of the **Customer Portal**, and **Field Service Installation Tool** can be found in the Data integration and IT section of our proposal.

All meters replaced will be tagged with the account information, date and badge number of the installer. The old meter will be sent to NMS’ Certified Meter Testing Facility located in Kearny NJ for exit testing. The exit test data will provide critical meter performance data for the old meter vs the new meter. This data will be appended to the customer account where the meter was removed from service. This data will assist in calculating water losses through under registration of the meter, assist in the Return On Investment calculation or the data can be used to identify water losses within the system.

NMS is a Preferred Installation Contractor for United Water/Suez, American Water, Middlesex Water and Tide Water Utilities. NMS also provides meter exit testing services to these private utilities as part of their water accounting compliance requirements to the Board of Public Utilities or the New York State Department of Public Service. National Metering Services, Inc. also has reciprocal tank and bench certifications from other states. We included this service with our proposal to the Utility.








National Metering Services, Inc., provides a navigation friendly web page, for the Utility customers to access. Samples of the Home Page, Project Page and E-appointments Page are detailed on the subsequent pages.

National Metering Services, Inc. also utilizes our web page as a customer service tool. We strive to make the meter exchange or upgrade a cooperative and an accomadating experience for the customer.



Sample: E- Appointment Request Form @ [www.nmsnj.com](http://www.nmsnj.com)



 back	 e-appts.	<b>E-Appointment Request</b> Note: Filling out this form is not a confirmation for an appointment. We will contact you via e-mail or telephone with confirmation.						
		*Name: <input type="text"/>						
		*Street: <input type="text"/>						
		*Town: <input type="text"/>						
		*State: <input type="text"/>						
	*Zip Code: <input type="text"/>							
	*Daytime Phone Number: Please include Area Code. <input type="text"/>							
	Email Address: <input type="text"/>							
	Please give us 3 dates when it would be best to be of service to you:							
	* Required Fields Request date (Example: 01/02/01)							
<table border="1"><thead><tr><th>*Date One mm/dd/yy</th><th>*Date Two mm/dd/yy</th><th>*Date Three mm/dd/yy</th></tr></thead><tbody><tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr></tbody></table>			*Date One mm/dd/yy	*Date Two mm/dd/yy	*Date Three mm/dd/yy	<input type="text"/>	<input type="text"/>	<input type="text"/>
*Date One mm/dd/yy	*Date Two mm/dd/yy	*Date Three mm/dd/yy						
<input type="text"/>	<input type="text"/>	<input type="text"/>						
*Best Time: AM: 9:00 AM - 1:00 PM PM: 12:00 PM - 4:30 PM								
Please allow minimum 2 hour window for all appointment requests.								
Remarks/Notes: <input type="text"/>								
 main	 services							
 employment	 your town							

## Customer Service Unit

National Metering Services, Inc. provides a full time, fully staffed, customer service unit. We maintain sufficient phone lines to handle large volumes of calls during peak periods. The phone system that is employed utilizes a hunt or “rolling” system where customer calls are routed to the next open or available phone line. This prevents customers from receiving a busy signal or message to please call later. All efforts are made to keep wait or holding times to less than one minute. Should a customer be placed on hold for any reason our automatic customer service messaging system advises customers of services available, internet appointment scheduling, and information required to assist us in scheduling their appointment.



Appointments are scheduled to be within a two hour window and special appointment times are provided to customers requesting a specific or exact time. Special needs appointments will be treated on a case by case basis.

Customers who schedule appointments are called 24 hours prior to the scheduled appointment for confirmation and as a courtesy reminder.



Customer Service staff are in direct radio or cell phone contact with Field Services and can direct technicians to customers requiring immediate attention or for any urgent call.

Photos of final reads are immediately accessible to Customer Service after upload, via our internet based digital photo recovery system. This tool serves as an important means of verifying an exit reading prior to a meter retrofit or replacement.

All customers will be direct mailed notices of the meter upgrade. Approximate dates crews will be working in their respective neighborhoods will be provided with additional project information, contact information and our internet address with instructions on obtaining additional information about the upgrade program, NMS, and the equipment being used.

## Data Preparation, Data Entry and Information Technology (IT)

With the customer account information provided by the Utility, National Metering Services, Inc. will create a new customer database, and generate workorders. Customer data is cleansed and processed into our custom SQL Based Data Management Program – Basic Accounting Billing utility (BABU). Once integrated into BABU, NMS IT staff create workorders, mailing list, customer notices and the meter installation database. NMS also utilizes the power of the BABU System to track inventory by size, type, application, new meter test data and stock quantities. This data is sent to us by the meter manufacturer once meters are shipped from the factory.



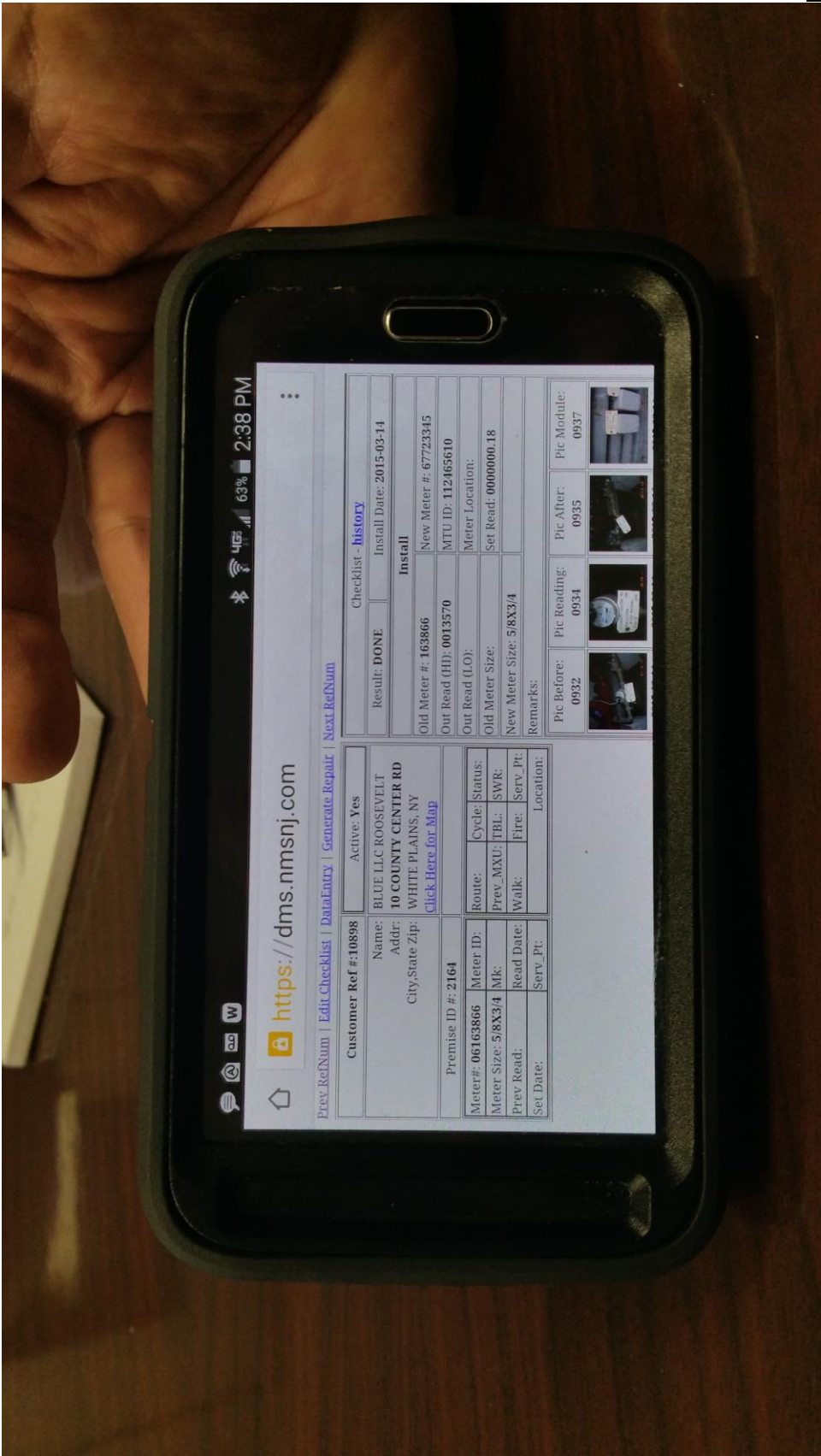
NMS creates a format where the information is printed in both analog characters and in barcode on the work order. The barcode customer information speeds data entry and processing while reducing critical errors in the new and old data being uploaded into the Utility’s customer database. All new meter information is scanned into the database for the appropriate account. Data is posted “live” as entered into the Customer Portal. Once in the Customer Portal it can be reviewed individually as needed by Town Staff or downloaded in batches into Utility’s billing program software.

\*Note your billing company may charge to interface with the Customer Portal Download feature. Utilizing the Customer Portal Download feature will prevent Utility staff having to re-enter all of the meter replacement data manually, and will reduce labor costs and data entry errors.

NMS Field Services records all new meter information at the installation location, out meter data and final meter reading. Field Services also confirms current Utility customer data, such as meter size, type and serial number while at the service address. Any discrepancies in the data such as mismatching meter numbers are logged on the work order and confirmed before being entered into the database. Items as identified are logged into a report and a copy forwarded to the Utility clarification or confirmation as required.

All completed meter information data is processed and entered into our central database at our main processing facility in Kearny, NJ.

Regular electronic updates will be available directly to the Utility on a daily basis through the Customer Portal.



Sample of the Field Service Installation Tool

## Sample Field Service Tool Data Entry Screen



babu<sup>3</sup>










### Edit Workorder | CARD

Customer Ref #:100	Active: Yes
Name: BARRERA, ALBA ELVIA	
Addr: 805 ABETO CIR <span style="color: red;">1*</span>	
CSZ : EAGLE PASS, TX 78852	
Route: 04   Book: 27	Acct #: 27-4700-00
Install	
Repair Date:	<span style="color: red;">2*</span>
Tech ID: 776	
Tech2 ID:	
Time In:	
Time Out:	
Inf Card:	
Parts:	
Pic WO Card:	<input type="button" value="Choose File"/> No file chosen

**1) Customer information block** – Water service customer[WSC] information (source data provided by utility)

**2) Install block (CARD)** – Additional supporting installation information, contains fields necessary for documenting repairs, technician company ID's, installation start/end time, infrastructure support with parts used detail and a support picture of the paper workorder filled out by the technician.

## Sample Field Service Tool Data Entry Screen Updated Complete

																											
mobile.nmsnj.com/workorder/mobi_view.r  																											
 <span style="float: right;">babu<sup>3</sup></span>																											
<a href="#">Mobile Workorder</a>																											
<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;"><b>Customer Ref #:100</b></td> <td style="text-align: center;"><b>Active: Yes</b></td> </tr> <tr> <td>Name:</td> <td>BARRERA, ALBA ELVIA</td> </tr> <tr> <td>Addr:</td> <td>805 ABETO CIR</td> </tr> <tr> <td>City,State Zip:</td> <td>EAGLE PASS, TX 78852</td> </tr> <tr> <td>Route: <b>04</b>   Book: <b>27</b></td> <td>Acct #: <b>27-4700-00</b></td> </tr> <tr> <td>Meter#: <b>8666</b></td> <td>Meter ID: <b>8666</b></td> </tr> <tr> <td>Meter Size: 5/8</td> <td>Mk: <b>SENSUS</b></td> </tr> <tr> <td>Prev Read: <b>2922</b></td> <td>Read Date:</td> </tr> <tr> <td>Set Date: <b>2002-09-19</b></td> <td>Serv_Pt: <b>W</b></td> </tr> <tr> <td>Parcel:</td> <td>Class: Status: <b>Active</b></td> </tr> <tr> <td>Prev_MXU: TBL:</td> <td>SWR: <b>00001.000</b></td> </tr> <tr> <td>Walk: <b>4700</b> Fire:</td> <td>Serv_Pt: <b>W</b></td> </tr> <tr> <td colspan="2" style="text-align: right;">Location:</td> </tr> </table>		<b>Customer Ref #:100</b>	<b>Active: Yes</b>	Name:	BARRERA, ALBA ELVIA	Addr:	805 ABETO CIR	City,State Zip:	EAGLE PASS, TX 78852	Route: <b>04</b>   Book: <b>27</b>	Acct #: <b>27-4700-00</b>	Meter#: <b>8666</b>	Meter ID: <b>8666</b>	Meter Size: 5/8	Mk: <b>SENSUS</b>	Prev Read: <b>2922</b>	Read Date:	Set Date: <b>2002-09-19</b>	Serv_Pt: <b>W</b>	Parcel:	Class: Status: <b>Active</b>	Prev_MXU: TBL:	SWR: <b>00001.000</b>	Walk: <b>4700</b> Fire:	Serv_Pt: <b>W</b>	Location:	
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Walk: <b>4700</b> Fire:	Serv_Pt: <b>W</b>																										
Location:																											
Checklist - <a href="#">history</a>																											
Result: <b>DONE</b>	Install Date: <b>2015-02-04</b>																										
<b>Install</b>																											
Old Meter #:	New Meter #:																										
Out Read (HI):	New Register #:																										
Out Read (LO):	MTU ID:																										
Old Meter Size:	Meter Location:																										
New Meter Size:	Set Read:																										
Remarks:																											
Pic Before:	Pic Reading:	Pic After:	Pic Module:	Pic House: <b>4479</b>																							
																											
2014:02:04 13:31:12	2014:02:04 13:31:18	2014:02:04 13:39:52	2014:02:04 13:40:07	2014:02:04 13:31:23																							
Repair Date: <b>0000-00-00</b>	Tech ID: 776	Tech2 ID:	Time In:	Time Out:																							
Inf Card:		Parts:																									

babu<sup>3</sup>

String Search



Print Pdf Scan | Start Reading

**Customer Ref #109** Active: Yes

**1\*** Name: John Doe  
 Address: 1 ABBEYVILLE LN  
 Your Town, USA 12345  
 City: State Zip:  
 Phone: 9148311333 Alt Phone:  
 Route: 2 Cycle: 2 Status:  
 Meter ID: Meter: 301549 Mkr: SWR:  
 Meter Size: 58 Prev. MKU: TBL:  
 Prev. Read: Walk: Fur: Serv. Pr:  
 Set Date: Location: BACK



**3\***

Checklist	
Call Date:	2014-08-20
Appt Date:	2014-09-03
Result:	DONE
Priority:	
Time:	B1
Phone#:	9148311333
Alt Phone#:	
Remarks:	Remarks: Data received for privacy
Notes:	
Problems:	
Install Date:	2014-09-03
ID:	75
<b>Install</b>	
Old Meter #:	301549
New Meter #:	94395462
Old Read (HD):	360549
MTU ID:	112300444
Old Read (LO):	
Meter Location:	
Old Meter Size:	0000000.66
New Meter Size:	58X3.4
Remarks:	
Pre Before:	8882
Pre Reading:	8883
Pre After:	8884
Pre Module:	8885
Time In:	2014-09-03 11:29:22
Time Out:	

**5\***

**Meter Testing**

Date Tested: \_\_\_\_\_  
 Test Read: \_\_\_\_\_  
 Low Result: \_\_\_\_\_  
 High Result: \_\_\_\_\_  
 Meter Remarks: \_\_\_\_\_  
 Pick Up: \_\_\_\_\_

Parts					
Repair Date:	Tech ID: 882				
Inf Card NO					
<b>6*</b>					
MIU ID	Date/Time	Reading	collector	Full History	Valid Read
112300444	2015-04-21 00:00:00	00243514	HartFD	1	1
112300444	2015-04-20 00:00:00	00242798	HartFD	1	1
112300444	2015-04-19 00:00:00	00246082	HartFD	1	1
112300444	2015-04-18 00:00:00	00238914	HartFD	1	1
112300444	2015-04-17 00:00:00	00239351	HartFD	1	1

- 1) Customer information block** – Water service customer[WSC] information (source data provided by utility)
- 2) Checklist** – Queries the status of a WSC (Appointment, Completed, Not Updated, Problem, etc.) including appointment & installation dates and appointment times.
- 3) Map** – GPS coordinates plotted on a Google map for a WSC address.
- 4) Install** – WSC Exit Meter Information and New Meter installation data, including photos (Before, After, Reading, Module) and individual photo EXIF date/time
- 5) Meter Testing** – WSC Exit meter testing data.
- 6) Recent Reads** – Last (5) readings of meter reported to AMR/AMI system. (Full History available)

# Sample Customer Portal Record View



1\*

Customer Portal: Redacted Live DEMO

Job Progress				Project Stats by Cycle				Appointment Report				Checklist				Export Status				Problems	
Job Total:	10802	Cycle	% Installed	# Installed	Total	Date	Time	Count	Bad Reads: 11	No Reads: 18	Total Accts:	10802	Date	#	Prob	Count	PROB	56			
Installed:	9388	Aid-On	91.76%	78	85	2015-03-01	A12	1			Removed Accts:	209	2014-06-07	2831	2						
Mixed Status:	388	Aid-On	93.02%	40	43	2015-04-24	A12	1			UTILITY	209	2014-06-03	43							
City:	0	1	89%	3203	3599	2015-04-22	B1	1			Adjusted Total:	10593	2014-06-05	89							
Issue:	56	2	86.64%	2995	3457	2015-04-21	A12	1			Completed Accts	9388	2014-06-11	213							
Todo:	970	3	86.21%	2831	3284	2015-04-21	B1	2			DONE	9388	2014-06-13	48							
Adj Total:	10746	4	72.16%	241	334	2015-04-20	B1	3			Remaining Accts	1199	2014-06-30	408							
Start Date:	2014-01-15					2015-04-11		9			No Status	970	2014-07-07	89							
% Compl:	87.36%					2015-04-10		6			APPT	11	2014-07-17	142							
Avg Inst Day:	30.58					2015-04-09		5			APPT STALE	16	2014-07-31	330							
Last Date:	2015-04-20					2015-04-08		3			CALL_CUST	2	2014-08-05	95							
						2015-04-07		11			NOTE	137	2014-08-07	43							
						2015-04-06		5			NO_SHOW	4	2014-08-08	93							
						2015-04-02		8			PROB	56	2014-08-18	255							
						2015-04-01		10			SATURDAY	3	2014-09-02	295							
						2015-03-31		5			MixedStat Accts	6	2014-09-03	61							
											MAILER	4	2014-09-08	126							
											PIT_METER	2									

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8/8/2024

- 1) Complete Database String Search
- 2) Customer Project Progress Reports – Blocks in this view can be enabled / disabled by customer request. Sample blocks include (but not limited to):
  - a. **Job Progress** – Quick summary of entire project.
  - b. **Project Stats** – Completed installations by Utility’s reading order (i.e. cycle, route, book, zone, city).
  - c. **Appointments Report** – Scheduled appointments (2 week lead).
  - d. **Install Reports** – Installation reports by day, and date range. Includes meters with no recent DCU reads in addition to bad DCU reads.
  - e. **Checklist** – Complete Project Checklist broken down by individual record status.
  - f. **NMS Export / Billing System Import** – Completed Installations Export Status, enables the Billing Utility or County Staff to track data that has been completed and uploaded into the billing system.
  - g. **Problem Report** – Report on meters that could not be installed (i.e. Can’t Locate Meter Pit, Customer Refusal, Bad Dog)

Meeting Date: 04/30/2024 Item #13.

# Customer Portal Description





163 Schuyler Ave, PO Box 491, Kenner, NJ 07033 | (201) 246-1115 Phone | (201) 246-1831 Fax | (888) 448-0009 Toll Free

**NMS REPORT - Greenburgh, NY From: 2015-04-15 to 2015-04-15 : Completed Installations: 14 | Modify Report Range: Start Date: 2016-04-16 End Date: 2016-04-16 Update**

Num	Date Installed	Inst Type	Book	Acct#	Customer Name	Sr #	Dir	St Name	Apr	Old Meter# Provided	Meter Sz	Meter # Found	Old Meter Read	New UMF#	Seal #	New Meter Size	Set Read	Ratio #	Radio Config IS	Radio Config Results	Last Read >2hrs?	Last Read IS	Last Read TS	Last Read	Remarks
380	2015-04-15		710		John Doe	235		ARDSLEY RD		306384	1	306384	313907	53252664		1	0000000.00	112465026			YES	2015-04-21 00:00:00	00038064		
1418	2015-04-15		12308		John Doe	280	N	CENTRAL AVE		306815	2	306815	312493	53252679		1	0000000.00	112447736			YES	2015-04-21 00:00:00	00155985		
3167	2015-04-15		14920		John Doe	0		FIELDSSTONE DR		353885	3	353885	23323200	70293801		3	00000243.7	112469926			YES	2015-04-21 00:00:00	00000296		
3168	2015-04-15		16048		John Doe	0		FIELDSSTONE DR		07025129	2	025129	47124800	53252662		1	0000000.00	112464240			YES	2015-04-21 00:00:00	00340982		
3169	2015-04-15		14906		John Doe	9		FIELDSSTONE DR		384814	3	384814	63392400	70293803		3	00000638.4	112469902			YES	2015-04-21 00:00:00	00003310		
3171	2015-04-15		16050		John Doe	26		FIELDSSTONE DR		306779	2	306779	0686830	53252657		1	0000000.56	112469926			YES	2015-04-21 00:00:00	00354674		
3172	2015-04-15		16046		John Doe	29		FIELDSSTONE DR		343458	4	343458	14317000	70298024		4	00000236.0	112468368			YES	2015-04-21 00:00:00	00004975		
3173	2015-04-15		16052		John Doe	55		FIELDSSTONE DR		54262215	11/2	262215	16443314	53252658		1	0000000.73	112469954			YES	2015-04-21 00:00:00	00348162		
3174	2015-04-15		16054		John Doe	59		FIELDSSTONE DR		306568	11/2	306568	2905300	53252704		1	0000000.63	112465390			YES	2015-04-21 00:00:00	00145613		
4061	2015-04-15		13426		John Doe	63		HARVARD DR		305022	5/8	305022	208108	67723301		5/8X3.4	0000000.16	112465016			YES	2015-04-21 00:00:00	00000538		
7192	2015-04-15		14938		John Doe	0		PINEWOOD RD		14087142	3	087142	31305300	70293799		3	00000269.4	112464064			YES	2015-04-21 00:00:00	00004436		
7333	2015-04-15		7548		John Doe	203		PONDSTIDE DR		166207	1	166207	110537	53252660		1	0000000.00	112463754			YES	2015-04-21 00:00:00	00005111		
9249	2015-04-15		11266		John Doe	7		THERESA LN		306236	1	306236	229142	53252663		1	0000000.00	112463602			YES	2015-04-21 00:00:00	00021632		
9274	2015-04-15		1318		John Doe	39		WALBROOKE RD		304388	5/8	304388	307439	67723302		5/8X3.4	0000000.00	112443820			YES	2015-04-21 00:00:00	00008564		

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BABUK

A spreadsheet hardcopy detail is submitted with all pay requests. The dates can be changed on the report at will for maximum flexibility. This information is also available through the portal via the "Install Reports" hyperlink. This streamlines the process for confirming data in a pay request by utility staff.

# Install Report Description



YourTown\_USA

1\*  Search

Week 1	Mon 04-20-2015	Tue 04-21-2015	Wed 04-22-2015	Thu 04-23-2015	Fri 04-24-2015	Sat 04-25-2015
YourTown_USA	2-0	2-1	1-1	0-0	0-1	0-0
Week 2	Mon 04-27-2015	Tue 04-28-2015	Wed 04-29-2015	Thu 04-30-2015	Fri 05-01-2015	Sat 05-02-2015
YourTown_USA	0-0	0-0	0-0	0-0	0-0	0-0
Week 3	Mon 05-04-2015	Tue 05-05-2015	Wed 05-06-2015	Thu 05-07-2015	Fri 05-08-2015	Sat 05-09-2015
YourTown_USA	0-1	0-0	0-0	0-0	0-0	0-0
Week 4	Mon 05-11-2015	Tue 05-12-2015	Wed 05-13-2015	Thu 05-14-2015	Fri 05-15-2015	Sat 05-16-2015
YourTown_USA	0-0	0-0	0-0	0-0	0-0	0-0
Week 5	Mon 05-18-2015	Tue 05-19-2015	Wed 05-20-2015	Thu 05-21-2015	Fri 05-22-2015	Sat 05-23-2015
YourTown_USA	0-0	0-0	0-0	0-0	0-0	0-0
Week 6	Mon 05-25-2015	Tue 05-26-2015	Wed 05-27-2015	Thu 05-28-2015	Fri 05-29-2015	Sat 05-30-2015
YourTown_USA	0-0	0-0	0-0	0-0	0-0	0-0

2\*

Repair Appts		Install Rept (all)		Checklist		Infrastructure Report		Repair YO		Meter Testing	
Date	Count	Date	Count	Total Accts	Removed Accts	Install Date	#	Result	Count	Adjusted Total	Count
Click Date for Details <i>opens a new window</i>											
2015-04-20	3	2015-04-20	3	10802	209	2015-04-17	2			10593	
2015-04-17	4	2015-04-17	4	UTILITY	209	2015-04-15	3			9389	
2015-04-15	5	2015-04-15	5	Adjusted Total:	10593	2015-04-10	1			Completed Installs (C/o Retrofits):	9389
2015-04-14	1	2015-04-14	1	Completed Accts	9389	2015-04-07	1			OH Meter Size	Tested
2015-04-13	4	2015-04-13	4	Remaining Accts	1198	2015-04-02	1			Not Tested	Total
2015-04-11	9	2015-04-11	9	No Scans	970	2015-03-30	1			UNK	EQ
2015-04-10	6	2015-04-10	6	APPT	10	2015-03-27	1			UNK	2G
2015-04-09	4	2015-04-09	4	APPT_SIALE	16	2015-03-24	1			UNK	108
2015-04-08	3	2015-04-08	3	CALL_CUST	2	2015-03-23	1			UNK	2
2015-04-07	11	2015-04-07	11	NOTE	137	2015-03-17	2			UNK	1
2015-04-06	5	2015-04-06	5	NO_SHOW	4	2015-03-16	1			UNK	2
2015-04-02	8	2015-04-02	8	PROB	56	2015-03-14	1			UNK	2
2015-04-01	9	2015-04-01	9	SATURDAY	3	2015-03-12	1			UNK	2
2015-03-31	5	2015-03-31	5	MixedStar Accts	6	2015-03-11	1			UNK	2
2015-03-30	10	2015-03-30	10	MAILER	4	2015-03-10	1			UNK	2
2015-03-29	11	2015-03-29	11	PIL_METER	2	2015-03-09	1			UNK	1

3\*

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BARTS-01E

- 1) Complete Database String Search
- 2) Appointment Status Bar AM/PM by Date (6 week lead)
- 3) Project Progress Reports (Repair Appointments, Daily Installation Report with counts for appointments and door to door solicitation, Project Checklist, Infrastructure Report, Issued Repair Workorders, Exit Meter Testing)

# Customer Portal Main Menu Screen View

## Field and Service Personnel



- a.) All NMS personnel assigned to the project will be in company uniform, have a picture ID and wear a meter installer badge indicating the Utility’s project. All installers will be registered with the local Police Department prior to commencement of the project.
- b.) NMS will provide a list of personnel assigned to the project including the chain of command and daytime telephone numbers. This list will be provided prior to commencement of any work.
- c.) NMS enforces strict discipline and good order among its employees. All employees always have a background check performed on them and a copy will be forwarded to the Utility.
- d.) In the event the Utility notifies NMS in writing of any person whose work is, in its opinion, careless, incompetent, disorderly or otherwise unsatisfactory, such person will be discharged from working on this contract and will not again be employed on this contract.
- e.) NMS employees are routinely tested for substance or alcohol abuse as allowed by law. NMS provides a safe and drug free work place and enforces a zero tolerance policy. NMS employees are screened for substance abuse at time of hire and then continually by lottery or complaint.
- f.) All NMS Field Service Staff are OSHA 10 Certified and Confined Space Certified. New hires are required to complete the OSHA 10 courses at the time of employment. \*See attached NYS DOL Notice - Labor Law §220, section 220-h.
- g.) NMS employees will not and are not permitted to solicit work from Water Utility customers during the term of the contract, including a period of 1 year after substantial completion of the project.

## Vehicle Identification

All NMS vehicles have company identification permanently displayed on their vehicles. All hired vehicles or privately owned vehicles used for the project will have appropriate signage identifying the vehicle as a NMS service vehicle with contact information clearly displayed including toll free number and website. All vehicles owned or hired will be registered with the local Police Department and a detail of the service vehicle will be provided to the Water Utility. The detail must be updated when vehicles enter or are removed from the project

## Working Hours

- a.) Work performed under this contract will be performed between 8:00 AM and 5:00 PM, Monday through Friday. Saturday schedules will be added as required by customer request.
- b.) Customer Service Hours are Monday – Friday 8:00 AM to 5:00 PM. If installers are scheduled to work on a Saturday, customer service is staffed to support or assist the installers as needed.
- c.) Areas of work and scheduled appointments are forwarded to the Water Utility the day prior. This enables Water Utility staff and local authorities to have knowledge of areas of operation, appointment request volume, and where installers will be soliciting door to door.
- d.) Installations for industrial and commercial facilities will be scheduled at a time acceptable to the facility owner and, if applicable, tenant. Scheduling will be done so as not to interfere with their normal operations.

## **Qualifications / Training**

- a.) All installation work will be first class in all respects. Employees thoroughly experienced in meter work will perform the installation of the gas, water meter and electric meters.
- b.) A combination of class room and field training is incorporated into our training methodologies to ensure that our employees are capable of professional quality work.
- c.) Only employees of National Metering Services, Inc. will be utilized on this project; No subcontractor will be hired for this project.

## **System Integration**

NMS will utilize our computerized tracking system that coordinates scheduling with actual production totals and the monthly payment requests. This system will be fully integrated with all phases of scheduling, production, customer contact documentation, inspection, and accounting. It will be capable of providing the Utility with a hard copy and an electronic copy of monthly production, status and problem accounts.

This report will be made available to the Utility and submitted with pay requests.

## **Project Office and Storage Facilities**

- a.) Ample storage facilities for all company materials, equipment, tools and supplies required for operations will be provided by NMS.
- b.) Office space for staff and telephone to receive customer calls and process meter installation data will also be provided by NMS.

## **Time Table**

National Metering Services, Inc will strictly adhere to the contract timelines as stipulated in the proposal documents. Any deviation – increase or decrease in installations will be done in conjunction with the Utility.

## Installation Warranties

All installation work performed under this contract will be guaranteed AS SPECIFIED IN PROJECT PLANS.

Leaks reported AS SPECIFIED IN PROJECT PLANS, will be repaired by the contractor at no additional expense to the Utility or its customers.

### Summary of National Metering Services Proposal

#### Items included in the unit cost:

- ✓ Meter Installation Labor –Wages, Extended work hours, Saturday hours and evenings included, including door to door soliciting and handout notices
- ✓ All transportation, fuel and insurances, installer uniforms, tools and equipment required for installation and testing of meters
- ✓ 3 customer notices by US mail – Initial, second and final. After final notice the Water Utility will need to assist with stronger notices or action
- ✓ Gaskets and ancillary items related to meter installation services – staples, tape, wire ties, clear caulking
- ✓ Installation Photos – Before, Reading (old meter), After (installation of New) and remote mount – appended to database installation records in BABU – copies/access provided to the Water Utility.
- ✓ Warranty for leaks reported after installation AS SPECIFIED
- ✓ Repair or replacement of plumbing damaged during the meter installation IE: any broken fittings, valves or piping that occurred during the meter replacement
- ✓ Responsible for any damage to meters or fittings due to cross threading, over tightening of couplings
- ✓ Appointment scheduling and customer service – toll free number
- ✓ Printed materials and Postage - Customer Notices (3) & Work order cards
- ✓ Data base creation and management of meter installation data. Data entry – All new meter information will be uploaded into our database for electronic transfer to the Water Utility. *The Water Utility will be responsible for any interface charges from their proprietary billing company.*
- ✓ Call Center – for appointment scheduling and confirmation. Call center will also be able to assist customer with questions about the new system
- ✓ E-Appointments – Internet appointment scheduling tool for resident to use
- ✓ Customer Portal – NMS will provide the Water Utility access to our database via the internet so actual installation records, including photo's, can be reviewed and accessed by staff as needed during the project. NMS will keep the portal active for a period of 1 month after final completion of the project. Should the Water Utility desire to continue to access hosted account data NMS would be able to provide same under a separate hosting agreement.

## Quality Control and Testing Policies

NMS will supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The sole responsibility for the means, methods, techniques, sequences and installation work will lie with NMS. NMS will be responsible to see that the finished work complies accurately with the Contract Documents. NMS will be responsible for meeting all applicable codes associated with all aspects of the installation.

NMS will test each meter installation upon completion with factory certified equipment. After installation, the AMR device will be programmed or tested with handhelds authorized by the manufacturer for testing and programming meter equipment. NMS will provide its own program equipment to its installers. The programming equipment is and will remain the property of NMS.

Our Project Managers and Field Supervisors routinely check work performed in the field to verify quality installations. We have the knowledge and equipment to repair any damage incurred to service or customer piping, during the change-out process.

## Benefits of National Metering Services, Inc.

Some of the key features included in our proposal that we would like to bring to the attention of the committee:

- **Certified Exit Meter Testing** – Optional for an additional fee -National Metering Services, Inc. is certified by state governmental entities to test water meters. Exit testing of the meters being replaced is a practical solution in accounting for water loss due to under registration of the older meter system. This data can also be used to address customer complaints about higher water bills after the new system is installed. The test data is compiled into an electronic database for easy reference. It is also used to generate revenue recovery forecasts.
- **Longevity** – NMS is a specialty service contractor with over 20 years in the meter installation industry as National Metering Services, Inc. The combined experience of both principles of NMS exceeds 60 years.
- **Community Involvement** - NMS initially mans the project with its New Jersey based crews. Working with the Water Utility Human Resources, local personnel are hired from the project area. The new employees go through installer training and will be assigned to the local project. When the project is complete, the local installer can move with National Metering Services, Inc. to another project. It is NMS' intention to man the project with our existing labor force already experienced with the proposed system. Additional installers will be hired as outlined above.
- **Extensive experience** – NMS has experience with all of the latest AMR/AMI Technology available. All of our technicians are highly trained through a series of sessions including classroom, field and manufacturer. NMS employs over 100 Administrative and Utility Service Professionals.

We look forward to working on this project with the Utility.



### Optional - Certified Exit Meter Testing Program

NMS will provide certified, exit-meter testing for all meters removed for accuracy during this project. NMS' testing facility is certified by local and governmental entities. All testing performed will be in accordance with AWWA standards. The purpose for testing the old meters is to show the actual water loss through under registration of the existing meter. The test results will be in a spreadsheet format (Excel) and include the following data. Address, date, serial number, final reading, High flow, Med flow results of both old and new meters, notes, if any about the condition of the meter (stuck, broken glass, etc.) The new meter test data information is also entered into the customer database. This is where a comparison of performance of the new meter's accuracy can be compared to the old meter's accuracy. This data can be used to identify losses of water and revenue and to calculate the revenue recovery generated by the new system's implementation.



NMS' proposal can include provisions for exit testing of all replaced meters during this project. Certified meter test data will be provided to the Utility in an electronic format.



## Vehicles and Equipment



# **OSHA 10-hour Construction Safety and Health Course – S1537- A**

## ***Effective July 18, 2008***

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

### ***NOTE:***

***The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.***





Bermex, Inc.  
Submits the following information to:

**Cooper City, FL**  
**Meter Exchange**



Prepared by:  
**David C Mack, Senior Business Development Manager**  
Bermex, Inc.  
4500 Courthouse Blvd, Suite #150  
Stow, Ohio 44224  
dmack@bermexinc.com  
Cell (614) 649-5097

March 14th, 2024

Lina Moreno- Utilities Coordinator  
11791 SW 49<sup>th</sup> Street  
Cooper City, FL 33330  
954-434-5519

Dear Selection Committee

Bermex is pleased to submit a proposal for you Water Meter Installation project. Bermex, Inc. is a company with a long and successful history in the meter services industry. For over 50 years, Bermex has been providing comprehensive metering services to water utilities and municipalities across the United States. Throughout the years, Bermex has established itself as a reliable and trusted partner in the industry, known for its high-quality work and exceptional customer service.

Bermex's expertise in the meter services industry is unmatched, with a team of experienced professionals who possess a deep understanding of the complexities involved in managing and maintaining water meters. The company's range of services includes everything from meter reading, meter installation, normal service and testing, and data analysis, with a focus on delivering accurate and reliable results.

Our goal is to present valuable information that empowers our customers to make the best decisions for their organization. We understand the described scope as defined in the request for proposal and our team is committed to completing the goals set by Cooper City Water Department. We hope that this proposal provides the information needed for you to evaluate our services.

Over the years, Bermex has continued to evolve and adapt to changing industry standards and technologies, staying ahead of the curve to provide its clients with the latest and most advanced solutions. With a commitment to excellence and a passion for serving its customers, Bermex has become a leading name in the meter services industry and a trusted partner to countless water utilities across the country.

Thank you for your time in reviewing our submission.

Sincerely,



David C Mack II  
Senior Business Development Manager  
Bermex, Inc.  
4500 Courthouse Blvd, Suite #150  
Stow, Ohio 44224  
dmack@bermexinc.com  
Cell (614) 649-5097

# Business Organization

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Bermex, Inc. (Bermex) is a wholly owned subsidiary of ACRT Services, Inc. (ACRT Services). Bermex is incorporated in the state of Michigan. Bermex has been performing meter reading and other utility contracted services since 1983.

Bermex currently has operations in Alabama, Florida, Georgia, Kentucky, Louisiana, Ohio, Oklahoma, New York and Texas  
Bermex employs 450 team members on 20 projects.

**Corporate Headquarters:**  
Bermex, Inc.  
4500 Courthouse Blvd Suite #150  
Stow, Ohio 44224

**Regional Office:**  
Bermex, Inc.  
2880 West Oakland Blvd Suite #108  
Fort Lauderdale, FL 33321

**Regional Office:**  
Bermex, Inc.  
1000 Hurricane Shoals Rd Suite #B700  
Lawrenceville, GA 30043

**Regional Office:**  
Bermex, Inc.  
1726 Lily Pond  
Albany, GA 31701

Bermex plans to use VPie Work Order Management Software for the technology component as outlined in the VEPO Solutions Overview page

**Corporate Headquarters:**  
VEPO Solutions  
3 W. Main St. Suite #208  
Elmsford, NY 10523

## Board of Directors

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Kenny Murphy, President  
  
2501 Centennial Drive  
Arlington, TX 76011  
Phone (800) 622-2562  
kmurphy@bermexinc.com

Board of Directors: Bermex, Inc.  
  
Kenny Murphy – President  
Brad Schroeder-- Treasurer  
Alan Rothenbuecher - Secretary

# Project Approach

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Bermex believes in establishing a strong partnership and develop our relationship which enables us to deliver quality services consistently. At Bermex, we strongly advocate for a partnership-based approach and strive to build a long-lasting relationship that benefits both parties and their respective businesses. Our objective is to provide a comprehensive solution that draws upon our extensive experience as one of the top utility asset service providers. We aim to continue leveraging our expertise and experience alongside comprehensive management and reporting tools to offer you unparalleled levels of service and access to information that can enhance your internal efficiencies.

This proposal contains essential details outlining our approach towards planning and implementing this highly visible project. We are aware that the chosen vendor for this project will be in the public eye and will play a crucial role in showcasing the progress that Lee County Utility is aiming to achieve through this upgrade.

Bermex has had a long-standing presence in the State of Florida for over 25 years, we currently have an office in the Fort Lauderdale area. Our team will be based in Fort Lauderdale and our team will comprise of employees local to the area. We have been proudly serving several of your neighboring communities such as Broward County Water, City of Fort Lauderdale, City of Sunrise and the City of Deerfield Beach.

The accompanying documentation furnishes the fundamental groundwork for the project and delineates the actions we will undertake during the project planning phase. While our team has overseen numerous installation projects, we recognize that further steps or modifications to our plan are unavoidable. We aim to improve our outline and deliverables through our partnership with you.

### **Bermex, Inc.**

Bermex, Inc. has been servicing municipal and investor-owned utilities since 1982. Services that Bermex provide includes Smart Meter Deployments for AMI/AMR, Meter Reading, Field Collections, Infrastructure Projects, Damage Prevention- Line Locating, Gas Leak Survey, Inside Corrosion and Leak Inspections and Field Services.

## **PART ONE: GENERAL**

Bermex Inc. will provide the following Services for the Project which are categorized and described as follows:

- a) Project Planning Services and Data Support Deliverables.
- b) Customer Notifications Services and Deliverables
- c) Meter Change Services and Deliverables
- d) Exceptions and Customer Complaints Services and Deliverables
- e) Meter Handling Services and Deliverables.
- f) General Responsibilities; and
- g) Project Schedules and Resources.

## **PROJECT PLANNING SERVICES AND DATA DELIVERABLES**

Bermex Inc. Project management and data Services will include:



## Project Management and Logistics

**Project Management** - Bermex Inc. will provide all Project management functions necessary to provide detailed Project timelines, manage and schedule field Personnel and routes, manage equipment inventory, and investigate any discrepancies associated with the meter change data.

**Manage all Scheduling and Routing of Meter Change Services** - Bermex Inc is responsible for the scheduling and routing of all field Services activities and weekly schedules. Bermex Inc will provide access to a customer facing web portal that provides real time views of work performed, inventory, and current work schedules by technician. Bermex will provide Florida One-Call system, Inc. with a list of locations identified for excavation 7 days prior to execution.

**Ensure that all Change Services are Performed Off-Cycle** - Bermex Inc will ensure that all meter change field Services are completed 'Off-Cycle' and that all change-out data is received by Utility personnel two days prior to the opening of the Cycle Billing Window.

**Validation**- Bermex will have a full-time validator who will review all work orders (in real time) ensuring they have been completed according to the SOP. This validation includes but not limited to reviewing customer information, meter information, ensuring last reading was captured, photos are clear, all required information requested by the city has been obtained. Installation and Service Crews will not leave field until validation has been completed.

## Data Services

Bermex Inc. will provide all electronic collection devices and software necessary to properly document the meter change-out Services. At a minimum, each handheld device will include or provide the following functions:

- Barcode Scanners – All bar-coded meters, both old and new, will be scanned to minimize data collection errors.
- Integrated GPS Receivers – Have a GPS receiver that is directly read by the collection software to ensure proper collection of GPS coordinates.
- Provisions for Collecting GPS Coordinates at Indoor Locations – Have provisions to allow GPS coordinates including X/Y and floor number in the event a multi-story building's meter points are indoors.
- Redundant Data Storage – A redundant data storage method to ensure that the loss of data is minimized should a handheld device fail to operate or is damaged. Data is process back to the web systems after each order completion.
- User Tracking – Track each user with a unique sign-on.
- Validation of Meter Readings – Perform advanced validations of collected data to ensure the accuracy of the data on-site.
- Inventory Control – Perform inventory control functions to identify where each new meter is located and to prevent the same meter from being listed at multiple locations.
- Detailed Electronic Comments Capabilities – Be capable of allowing detailed comments to be reported with each meter change-out record.
- Date and Time Stamp Each Change – Each change-out record will be time-stamped with the date and time that the service was started and completed.
- Provision of Data – Have the ability to provide data for all form type meters.

## Data Support Services

Bermex Inc will provide the IT staffing necessary to provide the turnkey data processing functions listed below:

- Remote Electronic Method to Transfer Data (Preferred Method) – Meter change-out data will be transferred electronically from the individual handheld devices in the field to the back office as the meter change occurs.
- Validation Processes to Ensure Accuracy of Collected Data – Advanced validation processes will be employed to ensure the accuracy of the meter change-out data.
- Ability to Accept and Process Data in any Format – Bermex Inc will accept and process data in the format provided by Utility.
- Provide Meter Change-out Data in Approved Formats the Next Day – All meter change-out data will be validated and posted, in the required format, to the secure Utility access location by 12:00 noon the day after the change-out Service was performed.
- Provide Project Summary Status and Exceptions Reports on a Daily Basis – Bermex Inc will provide Project Summary Reports regarding status and exceptions on a daily basis to Utility, tracking the status of what has been completed and what is remaining and locations where the meter change-outs were unable to be performed (and the reason).
- Provide Inventory Summary Status Reports on a Daily Basis - Bermex Inc will furnish, maintain, and up-date on a daily basis while meter changes are being performed a website providing Inventory Summary Reports to Utility on a daily basis. This site will track the status of the meters used and the number remaining in inventory and allow read-only access by Utility 24/7.

## Data Confidentiality

Bermex Inc acknowledges that it will have access to confidential information regarding Utility customers in order to perform the Services. Bermex Inc will emphasize this requirement to all Personnel when they start performing the Services and will periodically remind all Personnel.

## General Information Regarding Project

Bermex Inc. meter change and removal Services will be performed by Bermex Inc. field personnel (collectively referenced here as “**Representatives**,” regardless of the individual’s job title as described in Appendix A) and will include:

## Representatives and Vehicles

- (i). **Change All Form Type Meters** - Bermex Inc’ Representatives will be qualified to perform meter change-out and field-testing Services for all forms of meters used by Utility during the term of this Project.
- (ii). **Professional Appearance** – Representatives will wear a company shirt and pants. Company shirts will have Bermex Inc’ name or logo. All Representatives will be well groomed and present themselves professionally to Utility customers.
- (iii). **Identification Badge** - Utility will provide a badge (with name and photo) for each Representative, which badge will be worn and clearly visible at all times when performing the Services. If a badge is lost, the Representative will immediately notify Bermex Inc and Bermex Inc will contact Utility to have the badge voided. Bermex Inc will be responsible for facilitating the Representative’s procurement of a replacement badge. No Representative may perform field Services without the Representative’s Utility Bermex Inc badge (regardless of the reason). Bermex Inc will emphasize to all Representatives the importance of

maintaining possession of the badge at all times.

- (iv). **PPE in Good Condition** – All Representatives will wear the appropriate Personal Protective Equipment (PPE) necessary to perform safely the meter change-out and repair Services. All PPE will be in a clean and safe condition. PPE may include the following: Hard Hat, Overshoes or dielectric, Gloves, Chaps, Eye Protection, Respirators. Any PPE will meet applicable O.S.H.A. requirements.
- (v). **Company Vehicles Permanently Marked** – All Bermex Inc vehicles will be permanently marked with the Company name and/or logo and will also bear “*Bermex Metering Services*” permanently marked on the vehicle. All vehicles will be marked with specific lettering or numbering that uniquely identifies each vehicle. Bermex Inc will provide Utility with a list of the vehicles that will be used in performing the Services and provide quarterly updates regarding any changes. All vehicles used to perform these Services will be Bermex Inc owned/leased vehicles.

## Services and Tasks at Customer Premises

- (i). **Customer Relations** - Bermex Inc acknowledges that Utility's relations with Utility's customers and with the public are of utmost importance. All Representatives will be courteous in all communications and interaction with Utility's customers and the public encountered during performance of Services for this Project.
- (ii). **Day of Customer Notification Procedure** – When a Representative arrives at a customer's premises, and before performing any meter change or other Services, the Representative will notify the customer/occupant and give the customer/occupant time to stop using the water. Bermex Inc' Representatives will follow the following “**Customer Notification Procedure**” at each customer's premises:
  - (a). Immediately upon arrival at the premises, attempt to alert the customer/occupant of Representative's presence by knocking or ringing at the front door;
  - (b). Wait for approximately one minute;
  - (c). If no one answers, proceed to perform the Services at the premises;
  - (d). If someone answers, Representative will:
    - Identify himself/herself using the Utility-issued identification;
    - Identify the Services to be performed;
    - Indicate there will be a temporary interruption of their water service;
    - If customer/occupant does not object to performance of the Services, Representative will:
      - a) Allow the customer/occupant adequate time to shut off equipment;
      - b) Explain that he/she will wait at the door until given approval to proceed;
      - c) Wait for verbal agreement from customer/occupant before proceeding; and
      - d) Perform Services at the premises.
    - If customer/occupant denies permission for the Services, Representative will note the exception in the handheld device and proceed to next Work Site.
  - (a). This Customer Notification Procedure will be followed each and every time a Representative or other member of Bermex Inc Personnel visits a customer premises. All Bermex Inc Representatives and Personnel are to be reminded periodically that they are working on private property and will always treat customers and their property with respect.

**(iii). Meter Exchange Procedures****Tools: Pipe wrench various sizes, Pipe Cutter, Screwdrivers, Water Bottle (Sanitation Mix)**

- (a). Confirm the database information (e.g., match between premises address, meter number, and approximate meter reading). If the data do not match, Representative will knock/ring the doorbell at the front door to notify the customer/occupant (if present) and report this location as an exception per *"Rework Exceptions Handling"* in Section 3 A below;
- (b). Remove the meter can lid and perform a visual inspection of the meter, and service lines before removing the meter.
- (c). Record the as-found condition of the meter, meter couplings, and meter yoke
- (d). If the visual inspection reveals that repairs are necessary, Representative will perform those repairs, if possible, or report to the Utility as per the SOP. Once safe representative will continue with Installation.
- (e). Verify new meter and AMR serial numbers are in the inventory
- (f). Record existing meter number and ARM is available
- (g). Turn off water supply
- (h). Record final reading from old meter and take photograph
- (i). Inspect existing meter and AMR for signs of tampering- will advise Utility immediately if signs of tampering are evident and note finding in work order. Installation will cease if tampering is identified.
- (j). Inspect and confirm that all necessary repairs if necessary during the meter box installation have been completed and new setting is ready for installation.
- (k). Record new meter number, AMR serial number and current reading for new meter
- (l). Depressurize the water system by opening an outside faucet to relieve water pressure until water stops, if water does not stop investigation is necessary at meter stop.
- (m). Loosen the unions starting with the customer side
- (n). Remove old meter, if strainer is present we will remove
- (o). Clean coupling nuts and remove any pipe dop or dirt from the threads, if no couplings exist Bermex will install them and notate in the work order and provide pictures
- (p). Checking existing setting for alignment and spacing
- (q). Flush line prior to installation of new meter
- (r). Spray all unions with disinfectant solution
- (s). Place new connection gaskets inside the coupling nuts
- (t). Install meter ensuring that it corresponds to the correct direction of the water flow
- (u). Turn coupling nuts until they are hand tight, complete tightening but ensuring to not over tighten.
- (v). Open Meter Stop slowly as to avoid a water surge that may cause damage to the property.
- (w). Flush outside spigot to confirm that new water meter is not leaking and properly registering usage. Once all air is removed from the system and full system is pressurized we will close outside spigot

- (x). Check for Leaks
- (y). Record all installation information, take pictures and then replace meter box lid
- (iv). **Meter Change Confirmation** – When the new meter is installed, Representative will verify that there is data display and will scan the new meter information into the handheld device. Representative will also record the as-left condition of the meter before leaving the premises.
- (v). **Cleanup** – Upon conclusion of Services at each customer’s premises, Representative will gather and remove all equipment, materials, and debris resulting from the Services. Representative will box all used meters. All equipment, materials, and debris will be disposed of in accordance with disposal process outlined in the RFP
- (vi). **Door Hanger Notice for Meter Change in Customer’s Absence** - If no one answered the door when Representative arrived and Representative was able to complete the meter change, Representative will leave a door hanger (provided by Utility) on the front door notifying the customer that the meter was changed.
- (vii). **Door Hanger Notice for Rework/Exceptions** - If Representative cannot change out the meter, Representative will leave a door hanger (provided by Utility) requesting customer to contact Bermex Inc for a return visit.

## **EXCEPTION AND CUSTOMER COMPLAINT SERVICES AND DELIVERABLES**

Bermex Inc’ exception and customer complaint Services will include:

### **Call Center Operations, Exceptions Rework and Customer Complaints**

- (i). **Rework Exceptions Handling** - Bermex Inc will provide all Call Center functions necessary to provide re-scheduling of meter change-out exception locations that require appointments for reasons such as Unable to Locate (incorrect address data, obstruction, no meter found, no meter available), Bad Dog, Locked Gate, Customer Unable to Take Unscheduled Water Outage, Customer/Occupant Withholds Permission, Unsafe Condition, Damage (e.g., requiring work by customer or Meter Can Replacement), etc.
- (ii). **Call Center Staffing** - Bermex Inc will provide the Call Center staffing necessary to provide adequate customer service to field customer calls during and after business hours. Utility will require detailed reporting from Bermex Inc on the number of exceptions that were cleared by the Call Center.
- (iii). **Remote Electronic Method to Schedule** – Bermex Inc will utilize web-based Internet scheduling systems to allow customers an automated method to schedule the re-visit to their premises.
- (iv). **Service Timeliness** – Exception Services will be scheduled by Bermex Inc in a timely manner to ensure that they are completed within five business days from the date that the customer contacts the Call Center. Exceptions to the five-business day window will be made for premises that are within a Utility Billing Window, which premises will be serviced within fivebusiness days after the Utility Billing Window opens.
- (v). **Unable to Locate/Bad Address** – Utility will provide Bermex Inc with detailed location directions and/or valid street addresses for all “Unable to Locate” exceptions. Bermex Inc will complete these in a timely manner to ensure that they are completed within five business days from the date that the updated information is provided to Bermex Inc. Exceptions to the five-business day window will be made for premises that are within a Utility Billing Window, which premises will be serviced within five business days after the Utility Billing Window opens.

- (vi). **Customer Complaint Issue Resolution** – Bermex Inc will notify Utility promptly of any communication or coordination issue with a customer. Bermex Inc will investigate any Utility customer complaint arising out of Bermex Inc' Services (whether the complaint deals with an electrical service issue at the premises, customer dissatisfaction with the meter change Services, property damage, Utility refers to Bermex Inc after determining that the complaint may result from Bermex Inc' Services. Bermex Inc will promptly investigate and resolve each complaint within a period of five business days after receipt. Bermex Inc will keep Utility informed regarding these complaints and will provide to designated Utility personnel, in a timely manner, a written report detailing the nature of each complaint and the actions taken to resolve the matter. If the investigation shows that the problem arose from an act of nature or something other than an action or inaction of Bermex Inc, the matter will be reported to Utility for resolution.

# Appendix A

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## Service Requirements

- 5 Meter Installers
- 1 Field Supervisor

**Work Plan:** 5 Days Weekly/8-10 hour Days

**Term:** 3-4 month Project

**Timeframe:** April/May 2024 through July 2024

Bermex will supply our services with experienced and trained staff from our current team, or we will recruit local talent if necessary to form a team that meets or exceeds the required project standards. Our employees will be selected from the surrounding area and will receive training from our experienced managers and installers.

# Project Start Ups

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Startups are a routine part of Bermex’s job. There are many variables that impact the length and timing of a startup. The way we normally handle the process is we work with the utility to incorporate their needs and goals into our plan. Bermex will start the project with our Ready Force Team. This is a team of professionals that have been cross trained over several disciplines in the utility industry including meter reading, field collections, Safety and Audit Services and are part of our deployment team of trained and qualified installers. This team provides the necessary skills to help our utility customers through any type of emergency services or start a new project like Cooper City.



Our recruitment process starts with a dedicated staff which includes a trained recruiter that works with every applicant from start to finish. Our company uses multiple online services for posting our job ads such as Indeed, LinkedIn, Facebook, Twitter, and local media outlets such as newspapers and message boards. Each of our applicants is asked to fill out an online application. Once our recruiter has reviewed each applicant's history those that meet our standards are forwarded to the hiring manager.

Approved applicants willing to take on the challenge of our positions are asked to go through our Background check which is conducted by Crimcheck.

- Multi-State/County Criminal Check (which includes current/former address, the county we work in and outlining counties- Felony and Misdemeanor)
- Federal Criminal
- National Criminal Database
- Pre-Employment Drug Screen
- Motor Vehicle Records Search
- Social Security Number Trace
- National Sex Offender Search

Bermex will never use temporary staff and will always use direct hiring methods to support this contract.

Once employees are placed, Bermex relentlessly works to keep employees engaged. When hiring employees, we are diligent in following all State and local laws and will honor and comply with any amendments and changes that may occur. Bermex will continue to operate from their local offices in the city. We have been certified by State of Georgia to conduct business in the State.

Our strategic objective is to create a great working experience for our employees and our customers. We do this with safety at its core. Our number one asset is our



employees. Our safety program is a comprehensive safety management strategy designed to provide continual improvement in safety across every facet of operations. Our mission is to create a safety-conscious environment and a culture of learning for both ourselves and our customers. We ensure employees have the tools, information, and processes to perform their duties in a manner that assures safety for themselves, their co-workers, our customers, and the public. Our goals are to provide a safe work environment, to maintain an accident-free, injury-free workplace, and to maintain public safety.

Bermex has policies in place to instill safety within each of our employees reflecting a systematic approach to employee safety like the approach we take toward keeping our customers' assets safe. With experience and training, we can identify field hazards, prevent incidents, achieve positive results leading to safe work conditions, and greater employee satisfaction. Our program is built on eight basic principles: personal accountability, recurrent training, employee interaction, management responsibility, safety is good business, injuries are preventable, ethical responsibility, and communication.



Bermex has perfected its training over decades of experience. We use an internally developed training program for orientation and onboarding. It uniquely combines classroom and field training. Several instructional methods are utilized. We begin our employee's journey with an orientation to Bermex, our role as a contractor, personal policies, and our corporate culture and policies. Bermex includes instruction in safety procedures, rules and regulations, and customer service relations. At the completion of classroom instruction, successful trainees proceed into field training. Bermex solicits comments and provides feedback to the employee. Continuous evaluation of the employee is undertaken. This procedure allows corrective action to be immediately implemented and helps ensure that Bermex is delivering our brand promise for customer service. Training materials include workbooks, video on meter reading, handouts on safety and dogs, and recording read data.

Bermex is committed to continually coaching and training all personnel. Continued evaluation is done to determine their desire and ability to perform services required. Personnel are awarded monetary performance-based incentives for behavior above set standards. These programs are designed to maintain a workforce that is willing and capable of providing services required by the contract.

To maintain employees' engagement and recognize their hard work, Bermex invests in several programs we've found to be fruitful – and unique in our industry.

**Golden Meter Reader Awards-** Managers pick the best and brightest to be honored at our annual shareholders' meeting.

**Going the Extra Mile (GEM) Program-** Employees exceeding their expected and routine job duties are rewarded with a compensatory award. Being "caught" doing exceptional customer service, suggestions resulting in significant productivity, quality improvements, profit improvement or cost reductions, and the demonstration of significant achievement in safety or leadership can earn various amounts of extra income.

**Mentoring-** One of the primary jobs of every employee is to develop themselves and others to be successful. Mentoring relationships, both formal and informal, are important at Bermex. Beyond just task performance, employees at Bermex use the principles of appreciative inquiry to help enrich and enhance their personal knowledge and help others.

## References/Similar Projects

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The following are our references for similar scope projects completed or in progress by our team.

### City of Albany, Georgia

Dwayne Self – 501-650-4526 noel.self@coreandmain.com  
Delivery and installation of 100,000 meters including Gas, Electric and Water. Services include installation or repair of new meter boxes, replumbing, Service Line/Customer Line Inspections along with installation and programming of new AMI metering systems. Water Meter installation include sizes from 5/8” up to 10”.

### City of Alva, Oklahoma

Kevin Cherrington 918-844-6211 kevin.cherrington@coreandmain.com  
Delivery and installation of 2,927 water meters, Services include installation or repair of new meter boxes, replumbing, Service Line/Customer Line Inspections along with installation and programming of new AMI metering systems. Water Meter installation include sizes from 5/8” to 6”.

### City of Hugo, Oklahoma

Kevin Cherrington 918-844-6211 kevin.cherrington@coreandmain.com  
Delivery and installation of 2,545 water meters, Services include installation or repair of new meter boxes, replumbing, Service Line/Customer Line Inspections along with installation and programming of new AMI metering systems. Water Meter installation include sizes from 5/8” to 6”.

### Broward County, Florida

Michael Jordan- 954-831-0977 mijordan@broward.org  
Bermex performs all regular maintenance of the water system including Meter Reading, Disconnect and Reconnect, Installation of New Service, Meter Replacements. Bermex installs over 7,000 meters annually for the county. We have been Broward County’s full-service provider since 2018.

# Pricing

<u>WATER</u>				
STD METER INSTALLATION	5500	5/8" X 3/4"	\$53.25	\$292,875.00
REPLACE LID PLASTIC	0	N/A	\$3.00	\$0.00
REPLACE LID CAST IRON / CONCRETE	0	N/A	\$10.50	\$0.00
RESET OR REGRADE EXISTING METER BOX	0	N/A	\$85.00	\$0.00
REPLUM UP TO 1" CREW PER HOUR*	0	N/A	HRS	\$150.00
REPLUM UP TO 1.5" CREW PER HOUR*	0	N/A	HRS	\$175.00
REPLUM UP TO 2" CREW PER HOUR*	0	N/A	HRS	\$225.00
REPLACE CURB STOP – 5/8" – 3/4"	0	N/A	\$150.00	\$0.00
REPLACE DUAL CHECK – 5/8" – 3/4"	0	N/A	\$150.00	\$0.00
REPLACE CURB STOP – 1"	0	N/A	\$150.00	\$0.00
REPLACE DUAL CHECK – UP TO 1"	0	N/A	\$15.00	\$0.00
INSTALL A DUAL CHECK VALVE		N/A	\$150.00	LABOR ONLY
*ALL MATERIALS ARE BILLED SEPERATELY OR PROVIDED BY UTILITY**				

# Resume Summaries

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## **TOMMY COMBS**

### ***Director of Operations***

Tommy Combs is the director of operations at Bermex. He has more than 20 years of experience in the utility service industry. Tommy has led several AMI and AMR projects through his career, most recently working with Riviera Utilities in Alabama and City of Albany, GA. Combs holds a Bachelor of Science in business management from the University of Tampa, located in Tampa, Fla.

## **DAVID MACK**

### ***Senior Business Development Manager***

David Mack is a metering services business development manager at ACRT Services. He has more than two decades of transportation logistics and utility operations experience and has been with Bermex since 2012. Mack holds a bachelor's degree in business administration from Ohio Christian University, located in Circleville, Ohio.

## **KEN WARNER**

### ***SENIOR OPERATIONS MANAGER***

Ken Warner is a Senior Operations Manager who has been working in the utility industry for the past 15 years. He brings management expertise in meter reading, line locating, gas operations and meter change out projects. Ken has been leading and managing operations for the past 10 years and is based in Tampa, FL

## **SYLVIA S. RAFANAN**

### ***AMI DEPLOYMENT MANAGER***

Sylvia is an AMI Deployment Manager brings over 15 years of experience in the utility industry specializing in smart meter deployments. She brings a diverse background in electric and gas deployment projects for major deployments for Pudget Sound Energy, PG&E, and Arizona Public Service. Sylvia has Bachelor of Science degree in Civil Engineering and Electrical Technology.

## **BRETT MAINS**

### ***AMI PROJECT MANAGER***

Brett is a Project Manager for Water Smart Meter Deployment bringing over 10 years' experience in water operations. Brett started as a meter reader and worked is way up to Field Supervisor for Toho Water Authority. Brett has experience in water meter deployments and is a large meter specialist. He has a degree in management from Florida State University.

# Vendor Compliance Check List

Meeting Date: 04/30/2024 Item #13.



<b>Vendor: National Metering Services, Inc.</b>  <b>FEIN: 22-3393696</b>	<b>Does Vendor appear on the following:</b>	
	<b>YES</b>	<b>NO</b>
<a href="#">Florida Convicted Vendor List</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<a href="#">Florida Suspended Vendor List</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<a href="#">Scrutinized Companies</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<a href="#">Broward County Debarred List</a>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<a href="#">State of Florida Corporations (Sun Biz)</a>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<a href="#">E-Verify</a>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Verified by: Purchasing	Date: Monday, April 15, 2024	

# Vendor Compliance Check List

Meeting Date: 04/30/2024 Item #13.



Business Operations Workforce Operations A

[Home](#) / [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.*

# Vendor Compliance Check List

Meeting Date: 04/30/2024 Item #13.



Business Operations Workforce Operations

Home / 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	<a href="#">Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance [ PDF 575.8 kB ]</a>
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	<a href="#">Notice of Default - Club Tex, Inc. [ PDF 111.8 kB ]</a>
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	<a href="#">Notice of Default - Correctional Consultants, LLC [ PDF 85.9 kB ]</a>
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	<a href="#">Notice of Default - iColor Printing and Mailing, Inc. [ PDF 320.2 kB ]</a>
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	<a href="#">Notice of Default - Visual Image Design Firm, LLC [ PDF 1.8 MB ]</a>

Updated 12/10/19



## Vendor Compliance Check List

March 26, 2024

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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
Lanka IOC Ltd	Sudan	India	September 19, 2007	Yes
Managem SA	Sudan	Morocco	November 9, 2010	Yes
Mangalore Refinery & Petrochemicals Ltd	Sudan & Iran	India	September 19, 2007	Yes
Malaysia Marine & Heavy Engineering Holdings Bhd	Sudan & Iran	Malaysia	March 18, 2014	Yes
MISC Bhd	Sudan & Iran	Malaysia	September 19, 2007	Yes
Mosenergo	Iran	Russia	September 16, 2008	Yes
Oil India Ltd	Sudan	India	September 18, 2012	Yes
Oil & Natural Gas Corp (ONGC)	Sudan & Iran	India	September 19, 2007	Yes
ONGC Videsh Limited (OVL)	Sudan & Iran	India	March 18, 2014	Yes
Perseus Mining Ltd	Sudan	Australia	August 23, 2022	Yes
PetroChina	Sudan & Iran	China	September 19, 2007	Yes

# Vendor Compliance Check List

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April 9, 2024  
Page 2

**Table 9: Scrutinized Companies that Boycott Israel**

*New companies on the list are shaded and in bold.*

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification	Full Divestment
Betsah Invest SA	Luxembourg	August 2, 2016	Yes
Betsah SA	Luxembourg	August 2, 2016	Yes
Cactus SA	Luxembourg	August 2, 2016	Yes
Co-operative Group Limited	United Kingdom	September 26, 2017	Yes
Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd	Turkey	August 2, 2016	Yes
Unilever PLC (Ben & Jerry's parent company)	United Kingdom	July 29, 2021	Prior to 10/25/24
Hindustan Unilever Ltd	India	July 29, 2021	Yes
PT Unilever Indonesia Tbk	Indonesia	July 29, 2021	Yes
Unilever Bangladesh Ltd	Bangladesh	July 29, 2021	Yes
Unilever Capital Corp (Unilever PLC bond issuance)	United States	July 29, 2021	Prior to 10/25/24
Unilever Caribbean Ltd	Trinidad and Tobago	July 29, 2021	Yes
Unilever Consumer Care Ltd	Bangladesh	July 29, 2021	Yes
Unilever Côte d'Ivoire	Ivory Coast	July 29, 2021	Yes
Unilever Finance Netherlands BV (Unilever PLC bond issuance)	Netherlands	July 29, 2021	Yes
Unilever Ghana Ltd	Ghana	July 29, 2021	Yes
Unilever Nigeria Plc	Nigeria	July 29, 2021	Yes
Unilever Pakistan Foods Ltd	Pakistan	July 29, 2021	Yes
<b># of Companies that Boycott Israel</b>	17		

The following company was **removed** from the **Scrutinized Companies that Boycott Israel List** as of this intra-quarter update (April 9, 2024).

<i>Removed Company</i>	<i>Country of Incorporation</i>
Morningstar, Inc (Sustainalytics)	<b>United States</b>

**Table 10: Continued Examination Companies that Boycott Israel**

*New companies on the list are shaded and in bold.*

Continued Examination Company: Israel	Country of Incorporation
Morningstar, Inc (Sustainalytics)	<b>United States</b>

# Vendor Compliance Check List

Meeting Date: 04/30/2024 Item #13.

## 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	<a href="#">Rust Wizard Inc.</a>	03/24/17
Agra-Cycle Corporation	11/06/01	Glo & Go Inc.	04/01/93	<a href="#">S H Marketing, Inc.</a>	08/17/20
<a href="#">All County Plumbing Contractors, Inc.</a>	07/08/20	Global Transmissions	09/10/92	S.T. Wicole Const. Corp.	05/06/91
<a href="#">All County Plumbing, Inc.</a>	08/17/20	Globe Electric Company, Inc.	12/10/03	Saber Sales, Inc.	11/08/88
<a href="#">Alpha Construction Svcs &amp; Consulting Svcs</a>	08/11/20	Graphic Productions Co.	02/27/90	<a href="#">Saints-Enterprises II, LLC</a>	12/15/20
Ammunition Reloaders	05/22/92	HDC Advertising, Inc.	05/06/03	<a href="#">Samantha L. List, P.A.</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	<a href="#">Infinite Distributors LLC</a>	09/30/20	Sheerson Construction, Inc.	05/17/00
Bob's Towing	06/09/04	<a href="#">Intercoastal Marketing, LLC</a>	12/15/20	<a href="#">Shiv Lingam Kirtan Mandali Inc.</a>	08/06/20
BRC Construction Company, Inc.	12/14/05	<a href="#">J M List Services, LLC</a>	08/11/20	<a href="#">SLL Consulting LLC</a>	08/11/20
<a href="#">Broward Plumbing Specialists, Inc.</a>	08/17/20	<a href="#">JIM List Services, LLC</a>	08/11/20	<a href="#">Southeast Underground Utilities Corp.</a>	12/12/17
Caribbean Air Surveys, Inc.	03/01/91	<a href="#">JM List, Incorporated</a>	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	<a href="#">Lawn Wizard USA, Inc.</a>	09/29/15	Statewide Transportation & Recovery Services	11/02/00
Coastal Carting Ltd.	03/16/96	<a href="#">Lawn Wizard USA, LLC</a>	03/24/17	Termark Security Systems	06/03/99
<a href="#">Coastal Industries USA, LLC</a> (d/b/a Rust Wizard)	03/24/17	Mancini Builders	01/04/94	The Parts Connection	06/30/92
Coastal Utilities, Inc.	03/05/99	Marquee Enterprises, Inc.	06/08/07	<a href="#">Toilet Taxi Corp.</a>	07/07/15
Compass Corp.	06/29/04	Marsten/THG Modular Leasing	12/13/95	Total Connection	04/30/92
Control Press	06/29/04	Major Computer, Inc.	10/28/91	Toussaint Landscaping	11/04/92
Cordes Door Co., Inc.	09/01/96	Med Sure Associates	05/05/97	Transglobal Marketing	12/28/92
Cox & Palmer Const. Corp.	03/14/89	Moody Maintenance Products	04/06/06	<a href="#">Tropical Growers USA, Inc.</a>	03/24/17
Custom Design To A Tee	05/15/96	Nighthawk International Corp.	10/25/96	Truck City Body Corp.	12/01/96
<a href="#">Degen's Lawn &amp; Garden Inc.</a>	11/04/11	<a href="#">OJS Systems, Inc.</a>	12/22/14	Urban Organization, Inc.	03/05/99
<a href="#">Digital Comm Inc.</a>	05/16/11	Omega Group, Inc.	10/30/97	<a href="#">Vees Supply, LLC</a>	08/17/20
Dixie Lock & Supply Inc.	02/17/92	<a href="#">Precision Detailing dba J M List Services</a>	08/11/20	<a href="#">Venturi Supplies, Inc.</a>	08/17/20
<a href="#">Eastern Elevator Service, Inc.</a>	02/13/19	Protective Service Int'l	03/01/91	<a href="#">VIMAC USA, Inc.</a>	05/31/17
Federal Fence Co., Inc.	11/12/90	Public Safety Systems	03/04/91	<a href="#">Viravar, LLC</a>	08/17/20
		Puskadi Ltd.	11/07/90	Weiser Security Services	12/09/93
		Quality Loan Service	03/07/91	Wildcat Wrecking Corp.	09/10/92

<a href="#">Rahming Funeral Home</a>	09/01/92	Woodcraft Custom Homes	06/06/88
<a href="#">RC Aluminum Industries Inc.</a>	06/20/14	<a href="#">Z &amp; Z, Inc.</a>	08/11/20

Vendor Compliance  
Check List

Meeting Date: 04/30/2024 Item #13.

**2023 FOREIGN PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# F03000002137

**Entity Name:** NATIONAL METERING SERVICES, INC.

**Current Principal Place of Business:**

163 SCHUYLER AVENUE  
KEARNY, NJ 07032

**Current Mailing Address:**

163 SCHUYLER AVENUE  
KEARNY, NJ 07032 US

**FEI Number:** 22-3393696

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301 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	PRESIDENT	Title	DIRECTOR
Name	CASTLE, WILLIAM	Name	CASTROVINCI, JOSEPH
Address	163 SCHUYLER AVENUE	Address	163 SCHUYLER AVENUE
City-State-Zip:	KEARNY NJ 07032	City-State-Zip:	KEARNY NJ 07032

*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: WILLIAM CASTLE** **PRESIDENT** **02/21/2023**  
\_\_\_\_\_  
Electronic Signature of Signing Officer/Director Detail Date

# Vendor Compliance Check List

Meeting Date: 04/30/2024 Item #13.

<u>Employer</u>	<u>Doing Business As</u>	<u>Account Status</u>	<u>Date Enrolled</u>	<u>Date Terminated</u>	<u>Workforce Size</u>	<u>Number of Hiring Sites</u>	<u>Hiring Site Locations (by state)</u>
National Metering Services, Inc.		Open	07/08/2013		20 to 99	1	NJ



**CITY COMMISSION  
STAFF REPORT**

**DEPARTMENT:** Parks & Recreation

**DATE:** April 30, 2024

**SUBJECT:** Optimist Club of Cooper City Review of the Tackle Football Program  
Suspension – **Parks & Recreation**

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends reviewing the suspension imposed on the Optimist Club of Cooper City for the Tackle Football program.

**BACKGROUND OF ITEM:**

The Optimist Club of Cooper City has been the Sports provider in the City for over 50 years. The City and the Optimist Club have a continuous working relationship. Recently, as the relationship continued to develop, it became apparent the Tackle Football program was egregiously out of compliance with the resident/non-resident requirement. At the January Commission meeting, the City Commission directed City staff to suspend the Tackle Football program. The Commission was able to enact the suspension due to Resolution 12-7-5 (the “Resolution”) which governs the relationship between the City and the Cooper City Optimist (“CCO”). The suspension was put into place due to the non-compliance requirement.

**ANALYSIS:**

Since the suspension was put in place, the Cooper City Optimist and the City have been working closely together on how to possibly come to a resolution on the suspension. The Optimist Club of Cooper City has increased their social media advertisement, visited with local schools to encourage participation in the program and implemented stronger resident verification measures during registration. Recently, the Cooper City Optimist Board voted to appoint a new Football Commissioner.

As a result of the changes and efforts made by the Optimist Club, they have come forward and are asking for a waiver of request. With the suspension in place, the Optimist Club is not able to utilize the fields at Pioneer Middle School through the Reciprocal Use Agreement (RUA). Not being able to use the RUA puts the program under a financial strain. As the program currently remains at a full suspension, City staff has identified the following options if the City Commission was open to considering the waiver of request the is being presented by the Optimist Club of Cooper City.

**2024 Program Options:**

1. Full suspension to remain in place, the football program will be able to rent the fields at Flamingo West Park and work directly with Pioneer to rent the field for their use. (Current Status)
2. Transition the suspension to a partial suspension and probationary status for the initial year, allowing for the football program to rent the fields at Flamingo West Park for practices and home games. Status will be reviewed at the conclusion of the season.
3. Remove the suspension, place on probationary status for the initial year and resume operations as they previously were arranged. Probationary status will be reviewed at the conclusion of the season. (Previous arrangements consisted of the tackle football program utilizing Flamingo West Park for games and practices. City staff arranged for the program to utilize Pioneer Middle School through the RUA).

\*If option two or three are selected, the program would have to adhere to the action plan requirements.

**STRATEGIC PLAN:**

Having a sports provider in the City helps create a Strong Sense of Place, which is identified with the third priority. Working with the sports provider helps foster community pride and increases social interactions.

**PROCUREMENT:**

Not Applicable

**FISCAL IMPACT:**

Currently, the City collects the non-resident rate of \$50.00 and a field usage fee of \$15.00 per non-resident participant. If the suspension remains in effect, Cooper City Optimist would not pay these fees to the City. However, the financial impact could be received through the rental of the fields. If the full suspension remains in place, the City would not receive either fees as the Optimist Club has indicated renting the City facilities and School Board facilities presents a financial strain on the program.

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>
001-000-347503-347 – Optimist Revenue (\$50.00 non-resident fee)	\$ 10,100	\$	\$
001-000-347500-347-PARKM	\$3,030	\$	\$

**ALTERNATIVES:**

If the suspension is not removed, the Tackle Football program will no longer be able to continue due to a financial strain. The City would continue their relationship with the Cooper City Optimist

Club. Losing the tackle football program would result in the right to first refusal being abolished as it pertains to the Tackle Football program and other outside organizations having the option to rent the City Facilities.

**ATTACHMENTS:**

1. Optimist Club of Cooper City Waiver Request Letter
2. City of Cooper City/Tackle Football Non-Compliance Letter
3. Email Confirmation of New Football Commissioner
4. Resolution 12-7-5
5. Cooper City Action Plan
6. Email confirmation of new Tackle Football Commissioner

Workflow History <span style="float: right;">^</span>			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to City Attorney	04/19/24 03:12 PM
Allen, Tedra	Assigned to Attorney	Return to Original Submitter	04/22/24 01:10 PM
Allen, Tedra	Returned to Original Submitter by Attorney	Return to Attorney	04/22/24 01:21 PM
Allen, Tedra	Assigned to Attorney	Route to City Clerk	04/22/24 01:21 PM
Allen, Tedra	Assigned to City Clerk	Route to Budget	04/22/24 01:22 PM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to City Clerk	04/22/24 01:22 PM
<i>Stacie has indicated that the budgeted amounts in the fiscal impact section of this staff report are The Optimist Football's portion of the budget. If that is the case, then the fiscal impact section of this staff report is correct.</i>			
Allen, Tedra	Assigned to City Clerk	Route to Attorney	04/22/24 02:29 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	04/22/24 03:53 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	04/23/24 08:08 AM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/23/24 09:57 AM
Allen, Tedra	END WORKFLOW - APPROVED		04/23/24 10:04 AM





*Optimist Club of Cooper City*

10500 Stirling Road - Cooper City, FL 33026 - (954) 434-2541 - Fax (954) 438-6202

April 18, 2024

Reason for Waiver Request and RUA signing:

Following the suspension of the Cooper City Optimist Football program on January 16th, our organization encountered significant challenges. While the suspension did not hinder our ability to utilize Cooper City facilities, it imposed a financial strain on our program. Without the support of the City under Resolution 12-7-5 and the Reciprocal Use Agreement (RUA), our football program cannot operate at full capacity.

The reasons for the suspension stemmed from non-compliance issues, namely the violation of the 70/30 resident rule and the inadvertent misuse of Flamingo West Park for an unofficial sporting event. We deeply appreciate the role of the City's facilities in our program's success and have taken proactive steps to address these concerns.

These steps include ongoing open communication with City staff, intensified social media marketing efforts to attract more Cooper City residents, implementation of stronger resident verification measures, face-to-face meetings with parents, marketing initiatives targeting Cooper City schools, and the appointment of a new Football Commissioner approved by the Cooper City Optimist Board.

Should the football program be reinstated, Cooper City Optimist commits to continued collaboration with City staff to ensure a seamless transition and timely approval of full game and event schedules. We respectfully request a two-season grace period to demonstrate improvements in the overall program and resident ratio. During this period, we pledge to evaluate the Football program's progress and maintain open dialogue with the Parks and Recreation Department as necessary.

President of the Cooper City Optimist  
JR Molina ( [Jr.molina@coopercityoptimist.com](mailto:Jr.molina@coopercityoptimist.com) )  
Phone: 305-924-4711





Cooper City Optimist  
C/O Junior Molina, Optimist President  
10500 Stirling Road  
Cooper City, Florida 33026

January 16, 2024

Subject: City of Cooper City (the "City") / Tackle Football Non-Compliance

Dear Mr. Molina,

The City Commission discussed the residency requirements related to organized sports and field usage at the January 9, 2024 Commission Meeting. Resolution 12-7-5 (the "Resolution"), adopted on July 30, 2012, governs the relationship between the between the City and the Cooper City Optimist ("CCO").

Section (E)(1) of the Resolution provides that the CCO shall include in its programs a minimum of seventy percent (70%) of Cooper City residents, with limited exception. At this time, no sport is currently in compliance with the Resolution. The sport with the most egregious discrepancy of resident/non-resident compliance, is the Tackle Football program. As a result of this, the City Commission has directed the City's professional staff to suspend any activity of the CCO related to the Tackle Football Program, effectively immediately. The intent of this correspondence is to formally advise the CCO of the City's decision. In the event the CCO wishes to appeal this action, the Resolution provides for the opportunity to appeal this decision to the City Manager.

City staff has also been given direction to have an action plan in place for organized sports to be compliant with the residency/non-residency requirement of the Resolution. The City Commission directed staff to have this plan completed by February 9, 2024. In the event the CCO wishes to submit a plan for City staff to review and possibly recommend, all necessary documents must be submitted to the City Manager no later than close of business on January 31, 2024. If no documents or information is received, the City's professional staff will unilaterally draft an action plan to be presented to the City Commission.

If you have a desire to meet with the City Manager relative to the above referenced items, please contact the City Manager's office at (954) 434 – 4300 ext. 223. or via email at [reggleston@coopercity.gov](mailto:reggleston@coopercity.gov).

Thank you for your anticipated cooperation,

Stacie N. Weiss  
Parks and Recreation Director, City of Cooper City

CC: Ryan T. Eggleston, City Manager  
Jacob Horowitz, City Attorney  
Mike Russo, Optimist Second Vice President

RESOLUTION NO. 12-7-5

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING RESOLUTION NO. 2004-11-8, WHICH REVISED THE POLICY FOR THE USE OF CITY SPORTS FACILITIES OWNED, OR LEASED, AND MAINTAINED BY THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, via Resolution No. 83-1-2, established a policy for the use of sports facilities owned, or leased, and maintained by the City; and

WHEREAS, the City Commission, via Resolution No. 2003-2-9 and Resolution No. 2004-11-8, revised the policy for the use of sports facilities owned, or leased, and maintained by the City; and

WHEREAS, the City of Cooper City is committed to providing an extensive, year-round sports program for the residents of Cooper City; and

WHEREAS, the City lacks the personnel to provide such a program and therefore relies exclusively on the voluntary participation of local service organizations to provide the sports programs for youth, defined as those persons ages 18 and under or who are enrolled in school through the twelfth grade; and

WHEREAS, the City's Recreation Director has since recommended certain amendments to said policies.

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

**Section 1:** That Resolution No. 2004-11-8 is hereby amended by replacing the text of the Plan set forth in Resolution No. 2004-11-8, with the following superseding text:

This plan shall be referred to as the Cooper City Year-Round Sports Plan. Its purpose is to establish a plan for the organization and administration of all organized youth sports within the City of Cooper City. The Plan and any amendments thereto shall be approved and adopted by the City Commission of the City of Cooper City and administered by its designee. For the purposes of this Resolution, the City's designee shall be the Recreation Director. Any question

as to an interpretation of said plan or the administration of the plan shall be exclusively within the control of the City's designee.

**A. Recognized Sports Organization**

The City of Cooper City shall recognize the Cooper City Optimist Club (hereafter referred to as CCO) to organize, supervise and deliver youth sports to the City's residents. All individuals residing within the geographical boundaries of Cooper City shall be considered residents of Cooper City for purposes of this Resolution.

The CCO shall be responsible for providing a year-round, comprehensive sports program for youths. The CCO shall have on file with the City the following:

- 1) Proof of incorporation as a not-for-profit corporation
- 2) Proof of liability and accident insurance
- 3) The name, address and phone number of a person responsible for all communication with the City and its designee
- 4) League-approved rosters for each sport.
- 5) Criminal background checks shall be done for all who act in the following capacities:
  - Manager/Head Coaches
  - Official/Assistant Coaches
  - Board Members
  - Commissioners/Assistant Commissioners

The CCO must operate in a proper manner. The CCO will establish regular meeting dates so that it can properly organize the respective sport(s) and solve problems. These meeting(s) must be open to the public to attend. It is the responsibility of the CCO to establish a governing board comprised of officers. The CCO must provide the City with a schedule of its elections and within ten (10) days of any such election provide the City with the names of the newly elected officers. All members of the CCO will be entitled to vote for these officers and be given ample notice of any election, per CCO bylaws. The CCO will choose one spokesperson to communicate with the City. All information from the CCO must be transmitted through this person to the City. This will eliminate confusion and will establish a one-to-one communication flow from the CCO to the City. All information and/or requests from the CCO should be channeled through the spokesperson to the City's designee. The CCO will be responsible for

establishing registration dates for their respective sports. The dates must be advertised in advance to give public notice of the registration. Registration must take place at a location open to the public. Plans for the registration place should be made in advance with the City's designee. The CCO will be responsible for establishing registration fees for participation in sports, subject to the provisions of Paragraph E hereinbelow. The CCO, upon request, must be able to explain how these registration fees will be used to implement the program. The CCO must establish guidelines and criteria for selection of coaches for athletic teams. The City shall have the right to inspect the books and records of the CCO. Each year the CCO shall provide the City Manager with an annual Financial Statement of revenues and expenses for all programs and activities that take place during each twelve (12) month cycle of sports.

**B. Year-Round Sports Program**

The CCO is recognized as the sole agents to deliver seasonal youth sports to provide a year-round program of sports activities. Current sports are:

Sport

Baseball

A. All ages and levels

Football

A. All ages and levels

- Tackle

B. All ages and levels

- Flag

C. Cheerleaders

Soccer

A. Youth - All ages and levels of play

Softball

A. Girl's Youth - all ages and Levels

Basketball

A. All ages and levels

New sports can be added provided they adhere to the requirements in Paragraph E-3.

The following is a guideline for each sport and on or about the time of year each will take place:

- Baseball/T-Ball: League seasons Fall and Spring;
- Girl's Softball: League seasons Fall and Spring;
- Football: Late Summer through Fall;
- Soccer: Late Fall through Winter;
- 5 x 5 Soccer: Spring;
- Cheerleading: League season Late Summer through Fall;
- Basketball: League season Summer.

It is recognized that each sport needs lead-in-time. Clubs will meet thirty (30) days prior to the beginning of the season involved to arrange for pre-season practices. There will be provisions made for All-Star practices and special competitive teams before and after the league season. Any post-season play involving Cooper City facilities must receive prior approval from the City's designee. If the CCO plans any special events which coincide with its seasonal program, permission must be granted by the City's designee, who may levy a surcharge to cover expenses of tournaments or other special post-season events.

### C. Sports Facilities

The City at any time may close a site, with due notice, which shall whenever possible, be at least fourteen (14) days in advance unless emergency conditions exist, for a sport if it deems necessary. The City will maintain facilities for sports practices or games.

The City of Cooper City will maintain fields for games and practices. It will be the responsibility of the City to do all striping, dragging, raking, mowing, and all other maintenance items. The City will prepare fields for games prior to the first scheduled game on a field for that day. Baseball and softball fields shall only be re-prepped by dragging and/or lining if more than three (3) games are to be played on a field on the same day. If Travel Baseball games are scheduled following In House games on the same day and same field, fields will be prepped by

dragging and lining prior to the first scheduled Travel game of the day. Fields will be re-prepped if there is a third Travel game to be played on the same field on the same day. Special events or preparations for a field, such as the painting of special logos or stencils, will be done for Tackle Football Homecoming, Flag Football Championship, and Soccerfest. On-deck infield marking will be done for Championship weekend for Baseball and Softball. Purchase of stencils required to be used for such special events or preparations shall be the responsibility of the CCO. At no time will a person from the CCO be expected to do any maintenance to any field or court. All removal of water from fields will be done by parks employees. The City may at any time cancel, postpone, or delay any athletic contest or practice due to inclement weather or any other factor which might impair the safety of the athletic participants.

The City will maintain facilities for the CCO at no charge to the CCO. However, if the City deems it necessary, it may assess a surcharge to the organization to cover operating costs and labor on specific occasions. The striping of fields will only be done for games, and Travel Baseball scrimmages, not for practices. Striping will only take place if both teams are in uniform and there are sanctioned officials taking part in the competition. End of the season In House playoffs which are scheduled following the regular season shall be considered part of the normal season and not subject to an additional fee. Travel tournaments/playoffs or discretionarily hosted events that include more than 50% non-resident teams, shall require prior approval to conduct and may be subject to additional fees.

The Cooper City Optimist Club shall be issued an annual permit for the use of all sports facilities and shall not be required to pay a permit fee, under any circumstances.

Note that the provisions hereinabove shall only apply if the CCO complies with the provisions of paragraph E.

**D. Sports Facility Permitting Procedures**

Generally, the use of facilities shall be governed by the terms of Ordinance No. 80-11-3 as the same may be amended from time to time. Any individual or group wishing to use a sports

facility may do so if the facility is available and after obtaining a park permit from the City's designee. However, any such use by an individual or group will be done on a lease or rental basis. The City designee can at any time change the fee schedule for rental or lease of any facility. A fee schedule for rental or lease of a facility or activity pursuant to a park permit shall be maintained by the Recreation Director for approval by the City Commission. This fee schedule may be revised by the City Commission as recommended by the Recreation Director.

No City sports facilities will be used without a park permit. A park permit is a document issued by the City's designee granting the right and reservation of a particular sports facility. Any use of a City sports facility which has not been scheduled, can be used, if available, after obtaining a park permit from the City's designee, on a first-come, first-served basis. All applications or requests for a park permit shall also be accompanied with a request to use any ancillary facilities to the sports facility. Authorized usage of any ancillary facilities shall be at the sole discretion of the City's designee. Any individual or group which has a permit for a sports facility can, upon arrival to the facility, ask any individual or group which is not scheduled to vacate the area. The right to use that sports facility belongs to the permitted user only. An individual or group requesting a park permit for a single event during any twelve (12) month period (i.e. family reunion or religious institution picnic) must complete and have approved a facility use permit and pay any required fee. However, individuals or groups requesting a park permit on a continuing basis (more than one occasion within any twelve (12) month period), shall provide the following:

- 1) Proof of liability and accident insurance
- 2) Complete and have approved a facility use permit
- 3) Pay any required fees.

All requests by an individual or group for a park permit shall be made to the City's designee at least seven (7) days, but no more than ninety (90) days, prior to the event.

#### E. General Policy Considerations



1. It is the policy of the Cooper City Commission that the CCO shall include a minimum of Seventy Percent (70%) Cooper City residents. The Basketball program shall be exempt from this percentage requirement as long as they continue to rent non-City facilities to conduct all their games. Any non-resident participating in these organizations shall be charged an additional non-resident fee per child, per sport, per season, over and above the normal registration charged by the CCO. An agreed upon portion of the non-resident fee of not less than \$20,000 or more than \$36,000 shall be paid to the City to be used for the maintenance of sports facilities. Cooper City residents shall have preference over non-residents to participate in the activities offered by the CCO. The CCO, within thirty (30) days of completion of registration, shall present complete league rosters, including addresses, to the City's designee, who shall compute the non-resident fee and send an invoice to the CCO. The City shall hold the CCO harmless for any errors or omissions in the collection of said fees.

(a) The City's designee is hereby granted the authority to suspend, curtail, or revoke the privilege to utilize sports facilities of any organization who violates the provisions of this paragraph E; and to waive or regulate any special problems that may arise in the implementation of this policy. An aggrieved party may appeal the decision of the City's designee to the City Manager.

2. It is the policy of the Cooper City Commission to deny recognition or give facility use, other than authorized park permits outlined in paragraph D, to any organization which duplicates a sport already provided by the Cooper City Optimist Club.

3. It is the policy of the Cooper City Commission that any new sport must receive prior approval of the City's designee.

F. Scheduling of Facilities

After reviewing the plans for practices and games submitted by the CCO, the City shall be solely responsible for scheduling the use of all facilities. The CCO will submit the plans for practices and games at least one (1) week prior to each applicable season.

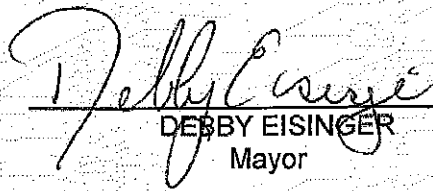
The City's designee shall attempt to resolve any dispute or disagreements stemming from the implementation of this Sports Plan.

G. City Commission Obligation

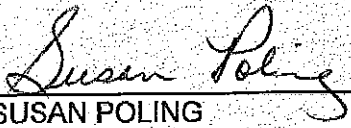
It is the obligation of the City Commission to provide for the health, safety and welfare of all the citizens of Cooper City. Anything in this plan is subject to the ultimate control and approval of the Commission, and the Commission has the continuing right to make any changes in the Plan which works to the benefit of the City and its residents. The City shall have a continuing right to withdraw the approval of the Cooper City Optimist Club if the Commission decides that the residents of the City are not being properly served by the recognized sports organization.

**Section 2:** This Resolution shall be in force and take full effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 30<sup>th</sup> day of July, A.D., 2012.

  
DEBBY EISINGER  
Mayor

ATTEST:

  
SUSAN POLING  
City Clerk

**ROLL CALL**

Mayor Eisinger	<u>Yes</u>
Commissioner Mallozzi	<u>Yes</u>
Commissioner Sims	<u>Yes</u>
Commissioner Curran	<u>Yes</u>
Commissioner Green	<u>Yes</u>

Cooper City Action Plan to Address Resolution NO. 12-7-5 Requirements



**Introduction:**

In response to identified concerns and a commitment to enhance the quality of service provided to the residents of Cooper City, this action plan has been meticulously crafted. Focused on addressing noncompliance requirements in resolution No. 12-7-5 and its amendments, the plan reflects a proactive approach. By outlining a strategic roadmap that emphasizes collaboration, communication, and adherence to city regulations, this action plan aims to rectify immediate issues and establish a foundation for sustained improvement in the realm of organized sports within our community.

1. Establish a system that allows proper tracking for requirements of the resolution that governs Youth Sports and reporting protocol.
2. Establish an annual audit of the listed requirements in the current resolution.
3. Develop a corrective action plan for Cooper City Optimist Club when in violation of resolution.
4. Create a waiver request form.
5. Task Cooper City Optimist Club Board and Parks and Recreation Advisory Board to do an annual review of the resolution requested changes must be submitted to both boards.

**Contact Person:**

**Contact Email:**

**Contact Phone:**

**1. Proof of Incorporation:**

Submitted

Verified

Approved

**2. Liability and Accident Insurance**

Submitted

Verified

Approved

**3. Contact Information for Responsible Individuals**

Submitted

Verified

Approved

**4. League-Approved Rosters**

Submitted

Verified

Approved

**5. Criminal Background Checks:**

- Manager/Head Coaches
- Official/Assistant Coaches
- Board Members
- Commissioners/Assistant Commissioners
- Submitted
- Verified
- Approved

**6. Annual Financial Statement:**

- Submitted
- Verified
- Approved

**7. Travel Tournaments/Playoffs/Events Approval:**

- Submitted for Approval
- Approval Granted
- Additional Fees Imposed

**Additional Notes:**

- Follow-up Required
- Pending Documentation
- Outstanding Actions

**Compliance Tracking Tool for Cooper City Optimist***Meeting Date: 04/30/2024 Item #14.*

Cooper City

**Compliance Status Report:** A summary report indicating the status of each item and whether it is in compliance, pending verification, or requires further action.

**Upcoming Events Report:** A schedule of travel tournaments, playoffs, or events requiring prior approval, including details on the percentage of non-resident teams involved.



Step 1: Identification of Violation

Procedure:

- Clearly identify and document the specific violation(s) of the resolution by the Cooper City Optimist Club.
- Notify the Optimist Club in writing, specifying the nature of the violation and the resolution clause(s) in question.

Step 2: Cooperative Discussion

Procedure:

- Schedule a meeting between city representatives and the Cooper City Optimist Club leadership.
- Open a dialogue to discuss the identified violations, allowing the Optimist Club to present its perspective.

Step 3: Corrective Action Proposal

Procedure:

- Require the Optimist Club to submit a detailed corrective action plan outlining how they intend to address and rectify the identified violations.
- The plan should include specific steps, timelines, responsible parties, and preventive measures to avoid future violations.

Step 4: Review and Approval

Procedure:

- Review the submitted corrective action plan for completeness, feasibility, and effectiveness.
- Collaboratively refine the plan if necessary, ensuring it aligns with resolution requirements.
- Obtain formal approval from the City Commission for the proposed corrective actions.

Step 5: Implementation of Corrective Actions

Procedure:

- Monitor the implementation of the corrective actions outlined in the approved plan.
- Provide any necessary support or guidance to the Optimist Club during the implementation process.
- Verify that all specified corrective measures are being carried out according to the agreed-upon timelines.

Step 6: Ongoing Compliance Monitoring

Procedure:

- Implement a system for ongoing monitoring to ensure sustained compliance.
- Regularly review and assess the Optimist Club's adherence to the resolution's requirements.
- Conduct periodic checks to verify that the corrective actions are continuously effective.

Step 7: Reporting and Communication

Procedure:

- Regularly communicate updates on the Optimist Club's compliance status to the City Commission and relevant stakeholders.
- Provide transparent reporting on the progress of corrective actions and any additional measures taken.

Step 8: Escalation for Persistent Non-Compliance

Procedure:

- If persistent non-compliance is observed, escalate consequences according to the established enforcement steps outlined in the resolution.
- Consider additional measures, such as probationary periods, partial curtailment of privileges, or suspension, as deemed necessary.

Step 1: Initial Warning and Documentation

**Action:** Issue a written warning to the Optimist Club detailing the specific non-compliance issues and the required corrective actions.

**Purpose:** Provide an initial opportunity for correction while formally documenting the non-compliance.

Step 2: Probationary Period

**Action:** Place the Optimist Club on probation, indicating that continued non-compliance may result in further consequences.

**Purpose:** Give the organization a defined period to rectify issues, with increased scrutiny during this time.

Step 3: Partial Curtailment of Privileges

**Action:** Temporarily curtail specific privileges, such as limiting access to certain sports facilities or reducing program offerings.

**Purpose:** Escalate consequences to emphasize the severity of the non-compliance while still allowing for corrective measures.

Step 4: Full Curtailment of Privileges

**Action:** Curtail all privileges to utilize sports facilities for a specified period.

**Purpose:** Signal a serious response to ongoing non-compliance, with the intent of motivating the organization to address issues promptly.

Step 5: Suspension of Facility Use

**Action:** Suspend the Optimist Club's ability to use sports facilities for a defined duration.

**Purpose:** Impose a more significant consequence to underscore the importance of adhering to guidelines, with the expectation of full compliance upon reinstatement.

Step 6: Revocation of Facility Privileges

**Action:** Permanently revoke the Optimist Club's privilege to utilize sports facilities.

**Purpose:** As the most severe consequence, it communicates a decisive response to persistent non-compliance and emphasizes the need for substantial organizational changes.

Each step in this plan represents an increasingly severe consequence, providing the Optimist Club with opportunities to correct behavior before facing more significant penalties. The ultimate goal is to ensure compliance with guidelines while maintaining a fair and escalating system of consequences.

**Name of Organization:** Cooper City Optimist Club

**Contact Person:**

**Contact Email:**

**Contact Phone:**

**Reason for Waiver Request:** Please provide a detailed explanation for the waiver request. Include information on the specific noncompliance issue, steps taken to address the concern, and any mitigating circumstances.

**Action Plan:** Outline the steps that the Cooper City Optimist Club intends to take to rectify the noncompliance issue. Include timelines, responsible parties, and any additional measures to ensure ongoing compliance.

**Verification of Corrective Actions:** Detail how the organization plans to verify that the corrective actions have been successfully implemented. This may include documentation, reports, or any other evidence of compliance.

**Preventive Measures:** Describe any preventive measures that will be implemented to avoid future noncompliance issues of a similar nature.

**Cooper City Optimist Club Waiver Request Form**



**Acknowledgment of Consequences:** By submitting this waiver request, the Cooper City Optimist Club acknowledges an understanding of the consequences associated with noncompliance. The organization commits to taking prompt and effective corrective actions to align with the city's resolutions governing organized sports.

**I, the undersigned, on behalf of the Cooper City Optimist Club, hereby submit this waiver request with the understanding of the responsibilities and commitments outlined above.**

**City Approval:** To be completed by the City Commission or relevant authority after reviewing the waiver request.

Approval  Disapproved

Comments/Conditions (if any):

City Official's Signature:

**Objective:**

The objective of this process is to ensure regular reviews of the resolution governing the Cooper City Optimist Club's activities on an annual basis. Changes or amendments to the resolution can be proposed and discussed through a collaborative effort involving both the Optimist Club Board and the Parks and Recreation Advisory Board.

1. Annual Review Schedule:

- Establish an annual schedule for the joint review of the resolution, with reviews occurring once a year.
- The review period will be set to [specify month], ensuring consistency and timely assessments.

2. Cooperative Review Meetings:

- Hold joint meetings between the Cooper City Optimist Club Board and the Parks and Recreation Advisory Board during the designated review month.
- Encourage open discussions regarding the effectiveness and relevance of the current resolution.

3. Proposal Submission:

- Any proposed changes or amendments to the resolution should be submitted in writing by the Cooper City Optimist Club Board.
- The submission should include a clear rationale for each proposed change and its anticipated impact.

4. Evaluation Criteria:

- Establish criteria for evaluating proposed changes, considering factors such as community impact, organizational feasibility, and alignment with the city's goals.
- Encourage input from both boards, ensuring a comprehensive assessment.

5. Public Input:

- Allow for public input during the review process, providing an opportunity for community members to express their opinions and suggestions.
- Gather feedback through public meetings, surveys, or other inclusive methods.

6. Cooperative Decision-Making:

- Collaboratively make decisions on proposed changes through consensus-building discussions.
- Strive for a cooperative and inclusive decision-making process that involves both boards.

7. Documenting Changes:

- Clearly document any approved changes or amendments to the resolution.
- Ensure that the final document reflects the collaborative efforts of both the Cooper City Optimist Club Board and the Parks and Recreation Advisory Board.

8. Communication of Changes:

- Communicate approved changes to all relevant stakeholders, including the Cooper City Optimist Club, city officials, and the community.
- Ensure transparency in the decision-making process and the reasons behind the approved modifications.

9. Implementation:

- Implement the approved changes in a timely manner, with necessary adjustments to organizational practices and activities.

10. Ongoing Monitoring:

- Continuously monitor the impact of the resolution changes on Optimist Club activities and community engagement.
- Make adjustments as needed during subsequent annual reviews.

This procedure ensures a systematic and collaborative approach to reviewing and amending the resolution, promoting ongoing cooperation between the Cooper City Optimist Club and the Parks and Recreation Advisory Board on an annual basis.

**From:** [JR Molina](#)  
**To:** [Stacie Weiss](#)  
**Subject:** Fwd: Tackle Football Commissioner  
**Date:** Tuesday, April 16, 2024 10:40:16 AM

**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.

JR Molina

## Branch manager / sales Director “Miami”

Alsina Forms Co. Inc  
3550 nw 58th st  
Hialeah, FL 33142  
305.924.4711 (cell)  
305.398.9860 (office)  
[Junior.molina@alsina.com](mailto:Junior.molina@alsina.com)

Begin forwarded message:

**From:** Home <[Ald643@comcast.net](mailto:Ald643@comcast.net)>  
**Date:** April 13, 2024 at 11:45:59 AM EDT  
**To:** Junior Molina Molina <[jr.molina@coopercityoptimist.com](mailto:jr.molina@coopercityoptimist.com)>  
**Subject:** **Tackle Football Commissioner**

To the Executive Board for Cooper City Optimist

I would like to accept the position of tackle football commissioner at Cooper City Optimist for the 2024 upcoming season. Let me know if you need any additional information.

Thank You  
Al DiLiello





**CITY COMMISSION  
ORDINANCE/RESOLUTION**

**TITLE:** Resolution 24-12 (Utilities)

**DATE:** April 30, 2024

**DESCRIPTION:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND ACCEPTING THE OWNERSHIP OF THE WATER AND SANITARY SEWER IMPROVEMENTS, DEDICATION OF THE WATER AND SANITARY SEWER EASEMENTS, REDUCTION OF THE PERFORMANCE BOND TO A ONE-YEAR MAINTENANCE BOND, ASSOCIATED WITH KINGFISHER RESERVE DEVELOPMENT PROJECT GENERALLY LOCATED AT 5700 SW 106<sup>th</sup> AVENUE, COOPER CITY, FLORIDA, 33328; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**CITY MANAGER RECOMMENDATION:**

This is a recommendation for Commission approval to accept ownership of the water and sewer improvements, dedicate the utility easement, and reduce the Performance Bond to a 25% one-year maintenance bond.

**BACKGROUND OF ITEM:**

The development of the Kingfisher Reserve by CC Homes at Kingfisher Reserve, LLC, included the construction of approximately 3,180 feet of water main, 5 fire hydrants, 2,802 feet of sanitary sewer main, and eight manholes connecting to the City’s water main and sanitary lift station on 106<sup>th</sup> Avenue and extending into the property. Further, pursuant to Section 22 of the Developer's Water & Sewer Agreement, the developer must reduce the 110% Performance Bond to a one-year Maintenance Bond in the amount of 25% of the certified completed water and sewer facilities cost.

**ANALYSIS:**

The water and sewer system was built in accordance with the City approved plans and specifications for the development, and is determined to be acceptable by the City Engineering Office. Attached are the Bill of Sale, Easement Agreement, Opinion of Title, Engineer of Record certification letter, Performance Bond reduction request letter, actual construction cost, and Letter of Credit. In consideration of the foregoing, Staff recommends Commission approval to accept ownership of the water and sewer improvements, dedication of the Utilities easements, and reduction of the Performance Bond IS000284797U to a 25% one-year Maintenance Bond.

**STRATEGIC PLAN:**

N/A

**FISCAL IMPACT:**

N/A

**ALTERNATIVES:**

N/A

**ATTACHMENTS:**

1. Resolution 24-12
2. Kingfisher Department Memorandum

**RESOLUTION NO. 24-12**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND ACCEPTING THE OWNERSHIP OF THE WATER AND SANITARY SEWER IMPROVEMENTS, DEDICATION OF THE WATER AND SANITARY SEWER EASEMENTS, REDUCTION OF THE PERFORMANCE BOND TO A ONE-YEAR MAINTENANCE BOND, ASSOCIATED WITH KINGFISHER RESERVE DEVELOPMENT PROJECT GENERALLY LOCATED AT 5700 SW 106th AVENUE, COOPER CITY, FLORIDA, 33328; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, at their regular meeting, the City Commission gave site plan approval to CC Homes at Kingfisher Reserve, LLC (the "Developer") the development plans for the project known as Kingfisher Reserve ("Project"), generally located at 5700 SW 106th Avenue, Cooper City, Florida 33328;

**WHEREAS**, the project included construction of approximately 3,180 feet of water mains and 2,802 feet of sanitary sewer mains and related appurtenances with the condition that upon successful completion of construction and acceptance by the City, the Developer will dedicate necessary easements for proper maintenance; and

**WHEREAS**, pursuant to Section 22 of the Water and Sewer Developers Agreement, a developer is required to furnish a Performance Improvement Bond in amount of 110% of certified construction cost prepared by a professional registered engineer in the State of Florida and reduce it to a Maintenance Bond in an amount no less than 25% of the original certified completion cost of the water and sewer facilities

upon successful completion of the project and its acceptance by resolution of the City Commission; and

**WHEREAS**, on or about May 16, 2022, Wells Fargo, N.A. Bank issued the Developer a Performance Improvement Bonds in the form of an irrevocable letter of credit in the amount of \$1,538,358.25; and

**WHEREAS**, the irrevocable letter of credit in the amount of \$1,538,358.25, attached here to as Exhibit A, was issued to the City of Cooper City for water, sewer, paving and drainage improvements; and

**WHEREAS**, the aforementioned improvements for the Project have been completed according to the approved plans and acceptable to the City; and

**WHEREAS**, in accordance with Sec. 19-143 of the City’s Code of Ordinances, the Developer is requesting reduction of the aforementioned irrevocable letter of credit issued by Wells Fargo Bank, N.A. to a one-year Maintenance Bond in the amount of \$77,372.00, which represents 25% of the certified completed cost which includes \$190,705.00 for the water facilities, \$118,783.00 for the sewer facilities, totaling \$309,488.00, copies of which are attached hereto as Exhibit B; and

**WHEREAS**, a complete easement dedication package consisting of a bill of sale, transferring ownership of water and sewer improvements, public utility easement and legal description, opinion of title, Engineer of record certification letter, bond reduction request, actual construction cost, project letter of credit, final waiver release of lien-contractor are attached hereto as composite Exhibit C; and

**WHEREAS**, the City Engineer Department and staff are recommending approval and acceptance of the complete easement dedication package, reduction of Performance Improvement Bond to a 25% Maintenance Bond; and

**WHEREAS**, the City Commission finds that approving and accepting the aforementioned complete easement dedication package, reducing the Performance Improvement Bonds to a 25% one-year Maintenance Bond are in the best interests of the citizen and residents of the City of Cooper City.

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

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

**Section 2:** That the City Commission hereby approves and accepts the bill of sale, opinion of title, water and sanitary sewer improvements, and dedication of water and sanitary sewer utility easements for Kingfisher Reserve Development, as more particularly described in Exhibit “C.”

**Section 3:** That the Performance Improvement Bond in the form of an irrevocable Letter of Credit issued by Wells Fargo Bank, N.A. in the amount of \$1,538,358.25 are hereby reduced to \$77,372.00 representing 25% of the water and sewer cost improvements.

**Section 4:** That the appropriate City officials are hereby authorized and directed to record the appropriate documentation and take any and all actions necessary to effectuate the intent of this Resolution.

**Section 5: Conflicts.** All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

**Section 6: Severability.** If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

**Section 7: Effective Date.** This Resolution shall become effective upon its passage and adoption by the City Commission.

**THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

**PASSED AND ADOPTED** this \_\_\_\_ date of \_\_\_\_\_ 2024.

\_\_\_\_\_  
**GREG ROSS**  
Mayor

ATTEST:

\_\_\_\_\_  
Tedra Allen  
City Clerk

APPROVED AS TO LEGAL FORM:

BY: \_\_\_\_\_  
JACOB G. HOROWITZ  
City Attorney

**ROLL CALL**

Mayor Ross \_\_\_\_\_  
Commissioner Green \_\_\_\_\_  
Commissioner Shrouder \_\_\_\_\_  
Commissioner Katzman \_\_\_\_\_  
Commissioner Mallozzi \_\_\_\_\_



# COOPER CITY UTILITIES DEPARTMENT MEMORANDUM

---

DATE: March 09, 2024

TO: Ryan Eggleston, City Manager

FROM: Hamid Nikvan, Interim Utilities Director/City Engineer

SUBJECT: Acceptance of Utilities (Water & Sewer) and Reduction of Performance Bond to a 25% Maintenance Bond - Kingfisher Reserve Project

---

This is a recommendation for Commission approval to accept ownership of the water and sewer system constructed to serve the Kingfisher Reserve project and to reduce the Letter of Credit Performance Bond to a 25% Maintenance Bond.

The water and sewer system built is in accordance with the City-approved plans and specifications for the development, and is determined to be acceptable by the office of the City Engineer. Attached are a Bill of Sale, Easement Agreement, Opinion of Title, Engineer of Record certification letter, Bond reduction request, Actual construction cost and project Letter of Credit.

I recommend Commission approval to accept ownership of the water and sewer system and to reduce the Letter of Credit Performance Bond to a 25% one year Maintenance Bond.

Attachments



**BILL OF SALE**

CC HOMES AT KINGFISHER RESERVE, LLC ("Seller") in consideration of the sum of Ten and No/100 Dollars (\$10.00), and in hand paid, and other good and valuable consideration, the receipt of adequacy, and sufficiency of which we are hereby acknowledged does hereby sell, assign, transfer and set over to The City of Cooper City ("Grantee"), all of the water and sewer systems now or hereafter owned by the Seller which are now or hereafter located by, over and/or upon Property or any part and parcel thereof, and which water and sewer system includes all water mains, service laterals, hydrants, valves, sewer mains, manholes, cleanouts, and appurtenances legally described on Exhibit "A" attached hereto.

The Seller does hereby covenant with the Purchaser that at the time of delivery of this Bill of Sale, the Seller owns the Personal Property free from all encumbrances made by the Seller, and that the Seller will warrant and defend the same right against the lawful claims and demands of all persons whomsoever lawfully claiming or claim the same, or any part thereof, by, through or under Seller but not otherwise.

Seller:

CC HOMES AT KINGFISHER RESERVE, LLC

ML

Name: MICHAEL LEVAK

Title: VP

Witness:

Name: RYAN PALONKA

[Signature]

Name: Gray King

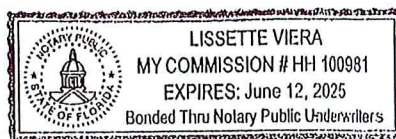
[Signature]

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me this 1 day of March, 2024, by Michael Levak as VP on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]

Notary Public at Large  
State of Florida  
My commission expires:  
6.12.2025



**PUBLIC UTILITY EASEMENT**

THIS PUBLIC UTILITY EASEMENT, made this 16<sup>TH</sup> day of NOVEMBER, 2023 by and between CC HOMES AT KINGFISHER RESERVE, LLC whose mailing address is 2020 Salzedo Street, Suite 200, Coral Gables, Florida 33134 (hereinafter referred to as "GRANTOR"), and the City of Cooper City, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is P.O. Box 290910, Cooper City, Florida 33329-0910, which is a municipality located within the boundaries of Broward County, Florida (hereinafter referred to as "GRANTEE").

**WITNESSETH:**

WHEREAS, Grantor is the owner of that certain real property located in Broward County, Florida, more particularly described in EXHIBIT "C" attached hereto, (hereinafter referred to as "Servient Estate"); and

WHEREAS, Grantor desires to grant unto Grantee a perpetual non-exclusive easement to use a portion of the servient estate for the installation and maintenance of drainage and public utility lines;

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) dollars and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants as follows:

1. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual non-exclusive easement over and upon the servient estate, a legal description of which is attached hereto as EXHIBIT "C", for the installation and maintenance of drainage and public utility lines.
2. Grantor reserves all rights not herein granted pursuant to this easement, including but not limited to, the right of free ingress and egress under, over and upon the servient estate and to grant further easements under, over and upon the servient estate; provided that, in no event, shall any of the rights herein reserved to Grantor impede the easement herein granted or the exercise of the rights of use thereunder.
3. Grantee shall have the right to remove any natural or man-made obstructions placed on the easement which impede the easement herein granted or the exercise of the rights thereunder.
4. The provisions of this easements shall be binding on the parties hereto and and the respective successors and assigns as a covenant running with and binding upon the servient estate.

5. This easement shall not be released or amended without consent of the Grantee as evidenced by a document signed with the same formalities as this document.

6. Grantee shall record this document in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, Grantor has hereunto set their hand and seal on the day and year first above written.

WITNESSES:

GRANTOR:

Sign: [Signature]  
Print: RYAN PALONKA

[Signature]

Sign: [Signature]  
Print: Lilia Fernandez

MICHAEL LEVAK  
CC HOMES AT KINGFISHER  
RESERVE, LLC

STATE OF FLORIDA       )  
                                          ) SS:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 16 day of NOVEMBER, 2023 by Michael Levak, as Vice President of CC HOMES AT KINGFISHER RESERVE, LLC, a Florida limited liability company, who executed the foregoing instrument on behalf of said company for the purposes herein expressed, and is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

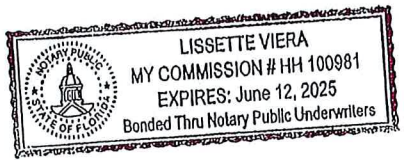
[Signature]

Print Name: 11/16/2023

Notary Public - State of Florida

Commission Number: #100981

Commission Expires: 06.12.2025



**OPINION OF TITLE FOR CONVEYANCE OF  
WATER DISTRIBUTION FACILITIES  
TO THE CITY OF COOPER CITY**

This Opinion of Title is furnished to City of Cooper City, Broward County, Florida, as inducement for the acceptance of a Bill of Sale and Grant of Easement in connection with certain water distribution facilities for the Project known as Kingfisher Reserve, located at 5700 SW 106<sup>th</sup> Avenue, Cooper City, Florida 33328.

I hereby certify that I have examined Title Insurance Commitment No. 1307522 A4 issued by Attorneys' Title Insurance Fund Services, LLC, effective April 4, 2024, at the hour of 11:00 p.m. inclusive, of the following described property:

All of the Access Parcel of "Kingfisher Reserve Plat, according to the map or plat thereof as recorded in Plat Book 183, Page 568, Public Records of Broward County, Florida. (*"Property"*).

It is my opinion that on the last mentioned date, the fee simple title to the Property was vested in:

CC Homes at Kingfisher Reserve, LLC, a Florid a limited liability company

Subject to the following encumbrances, liens and other exceptions:

1. RECORDED MORTGAGES:  
  
NONE
2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:  
  
NONE
3. GENERAL EXCEPTIONS:
  - 3.1 Taxes for 2023 and subsequent years, and taxes or special assessments which are not shown as existing liens by the Public Records.
  - 3.2 Rights or claims of parties in possession not shown by the Public Records.
  - 3.3 Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the Property.
  - 3.4 Easements or claims of easements not shown by the Public Records.
  - 3.5 Any lien or right to a lien for labor, equipment, material, or supplies heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

- 3.6 Any adverse claim to all or any part of the Property which is now under water or which has previously been under water but filled or exposed through the efforts of man.

#### 4. SPECIAL EXCEPTIONS:

1. All matters contained on the Plat of Kingfisher Reserve, as recorded in Plat Book 183, Page 568, Public Records of Broward County, Florida.
2. All matters as contained on the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, recorded in Plat Book 2, Page 17, Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward County, Florida.
3. Covenants, conditions, and restrictions for Kingfisher Reserve recorded in Instrument Number 118991660, Public Records of Broward County, Florida.
4. Reservations in favor of the South Florida Water Management District, as set forth in the deed recorded under Deed Book 470, Page 322, affected by Release of Reservations recorded in Instrument Number 116818085; Instrument Number 116818086; Instrument Number 116818087, Public Records of Broward County, Florida; however, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant to Sec. 270.11, F.S.
5. Reservations retained by the Trustees of the Internal Improvement Fund to enter upon and use the land to construct canals as more specifically delineated in that certain deed from the Trustees of the Internal Improvement Fund of the State of Florida to Richard J. Bowels, filed January 1, 1909 in Deed Book. 46, Page 240, Public Records of Broward County, Florida.
6. Resolution by Central Broward Drainage recorded in O.R. Book 3438, Page 60, Public Records of Broward County, Florida.
7. Assignment of Utility Easements to the City of Cooper City, Florida recorded in O.R. Book 10662, Page 218, Public Records of Broward County, Florida.
8. Assignment of Development Rights, Permits and Entitlements recorded in Instrument Number 117395762, and Instrument Number 117395794, Public Records of Broward County, Florida.
9. Resolution No. 93-1-2 recorded in O.R. Book 20359, Page 275, Public Records of Broward County, Florida.
10. Resolution No. 21-21 recorded in Instrument Number 117443715, Public Records of Broward County, Florida
11. Resolution No. 21-22 recorded in Instrument Number 117443716, Public Records of Broward County, Florida.
12. Resolution No. 21-20 recorded in instrument Number 117449431, Public Records of Broward County, Florida.
13. Maintenance Agreement recorded in Instrument Number 118182388, Public Records of Broward County, Florida.

- 14. Subdivider's Completion Agreement recorded in Instrument Number 118182580, Public Records of Broward County, Florida.
- 15. Resolution No. 22-25 recorded in Instrument Number 118374008, Public Records of Broward County, Florida.
- 16. Recorded Notice of Environmental Resource Permit recorded in Instrument Number 118473206, Public Records of Broward County, Florida.
- 17. Easement with Florida Power and Light Company recorded in Instrument Number 118972926, Public Records of Broward County, Florida.
- 18. Covenants, conditions and restrictions recorded in Instrument Number 118991660, Public Records of Broward County, Florida.

All recording references are to the Public Records of Broward County, Florida.

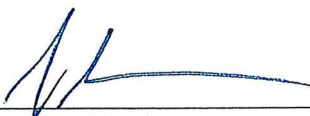
I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions. It is my opinion that the following parties must join in the Bill of Sale and Grant of Easement in order to make these instruments valid and binding conveyances of the interests described therein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
NONE		

I HEREBY CERTIFY that the legal description covered by this Opinion of Title is the same as the legal description in the Bill of Sale and the Grant of Easement.

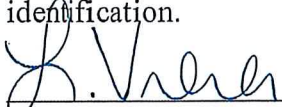
I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted on this 9th day of April, 2024.

By:   
 \_\_\_\_\_  
 Steven J. Vainder  
 Florida Bar No. 095915

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

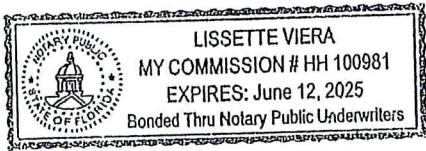
The foregoing instrument was acknowledged before me on April 9, 2024, by Steven J. Vainder who (check one)  is personally known to me or  has produced a Florida drivers license as identification.



Notary Public, State of Florida

Print Name: Lisette Viera

My commission expires: 06.12.2025



February 22, 2024

Mr. Hamid Nikvan  
Utilities Director  
City of Cooper City  
11791 SW 49<sup>th</sup> Street  
Cooper City, FL 33330

RE: KINGFISHER RESERVE  
WATER, SEWER, PAVING, GRADING AND DRAINAGE  
COOPER CITY PERMIT NO.: 22-0818174 & 22-0608173  
CTA PROJECT NO. 20-0001-001-03

**CRAVEN THOMPSON**



**& ASSOCIATES INC.**

Engineers  
Planners  
Surveyors  
Landscape Architects

Dear Mr. Nikvan:

The sewer, water, paving, grading and drainage improvements for the above-referenced project, have been to the best of our knowledge and belief, constructed in substantial accordance with the approved plans. By copy of this correspondence, we respectfully request your office's approval of the sewer, water, paving, grading and drainage improvements.

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC. \*



CHAD E. EDWARDS, P.E.  
Senior Supervising Engineer  
Florida Registration No. 59306  
Florida Licensed Engineering Business No. 271

CEE/ jm

3563 NW 53<sup>rd</sup> Street  
Fort Lauderdale, FL 33309-6311  
Phone: (954) 739-6400  
Fax: (954) 739-6409





March 1, 2024

Hamid Nikvan  
Utilities Director/ City Engineer  
City of Cooper City  
11791 SW 49<sup>th</sup> Street  
Cooper City, FL 33330

RE: KINGFISHER RESERVE BOND REDUCTION REQUEST

Dear Mr. Nikvan,

The site improvements for the above referenced project have been, to the best of our knowledge and belief, constructed in substantial accordance with the approved plans. There is a bond in place in the amount of \$1,538,358.25, securing the site improvements. Section 22 of the Water and Sewer Developer’s Agreement allows for the bond to be reduced to 25% of the certified completed cost of the water and sewer facilities. Included with this letter is the certified completed costs for the project, which includes \$190,705.00 for the water facilities, \$118,783.00 for the sewer facilities, totaling \$309,488.00. We respectfully request that the bond be reduced to \$77,372.00, which is 25% of the certified completed cost of the water and sewer facilities.

The remaining bond shall be held for an initial one (1) year period and shall act as a maintenance bond, which shall guarantee the warranty.

If you have any questions or require additional information, please contact me at (786) 334-8116 or rpalonka@cchomes.com.

Sincerely,

Ryan Palonka, P.E.

Development Manager

**WATER**

DESCRIPTION	QUANTITY	UNIT PRICE	U/M	TOTAL COST
8" PVC C-900	2,105	\$ 23.00 /	LF	\$ 48,415.00
6" DIP	60	\$ 35.00 /	LF	\$ 2,100.00
4" PVC C-900	125	\$ 22.00 /	LF	\$ 2,750.00
HDPE Service Pipe	890	\$ 10.00 /	LF	\$ 8,900.00
Fire Hydrant w/ Mega Lug	5	\$ 3,050.00 /	EA	\$ 15,250.00
3/4" Threaded Rod for Hydrant Restraints	5	\$ 150.00 /	EA	\$ 750.00
8" Gate Valve & Box w/ Mega Lug	10	\$ 1,500.00 /	EA	\$ 15,000.00
6" Gate Valve & Box w/ Mega Lug	5	\$ 1,200.00 /	EA	\$ 6,000.00
4" Gate Valve & Box w/ Mega Lug	1	\$ 950.00 /	EA	\$ 950.00
8" Saddle w/ 2" Corp.	32	\$ 450.00 /	EA	\$ 14,400.00
4" Saddle w/ 2" Corp.	1	\$ 450.00 /	EA	\$ 450.00
8" x 8" Tee w/ Mega Lug	2	\$ 850.00 /	EA	\$ 1,700.00
8" x 6" Tee w/ Mega Lug	5	\$ 800.00 /	EA	\$ 4,000.00
8" x 4" Reducer w/ Mega Lug	1	\$ 750.00 /	EA	\$ 750.00
8" 90 Bend w/ Mega Lug	2	\$ 350.00 /	EA	\$ 700.00
8" 45 Bend w/ Mega Lug	6	\$ 350.00 /	EA	\$ 2,100.00
4" 45 Bend w/ Mega Lug	1	\$ 300.00 /	EA	\$ 300.00
4" 11 Bend w/ Mega Lug	3	\$ 300.00 /	EA	\$ 900.00
8" Cap Tap 2" w/ Mega Lug	1	\$ 250.00 /	EA	\$ 250.00
6" Cap Tap 2" w/ Mega Lug	1	\$ 200.00 /	EA	\$ 200.00
4" Cap Tap 2" w/ Mega Lug	1	\$ 180.00 /	EA	\$ 180.00
2" FVO Assembly	3	\$ 850.00 /	EA	\$ 2,550.00
1.5" Double Water Service	6	\$ 3,250.00 /	EA	\$ 19,500.00
1" Single Water Service	27	\$ 880.00 /	EA	\$ 23,760.00
12" x 8" Tapping Sleeve & Valve	1	\$ 18,850.00 /	EA	\$ 18,850.00
<b>SUBTOTAL:</b>				<b>\$ 190,705.00</b>

**SANITARY SEWER**

DESCRIPTION	QUANTITY	UNIT PRICE	U/M	TOTAL COST
6" PVC SDR-26	1,070	\$ 18.00 /	LF	\$ 19,260.00
8" PVC SDR-26 0/6	580	\$ 30.00 /	LF	\$ 17,400.00
8" PVC SDR-26 6/8	639	\$ 32.00 /	LF	\$ 20,448.00
8" PVC SDR-26 8/10	480	\$ 42.00 /	LF	\$ 20,160.00
8" PVC SDR-26 10/12	33	\$ 55.00 /	LF	\$ 1,815.00
Manhole 0/6	3	\$ 2,900.00 /	EA	\$ 8,700.00
Manhole 6/8	2	\$ 3,400.00 /	EA	\$ 6,800.00
Manhole 8/10	3	\$ 4,400.00 /	EA	\$ 13,200.00
Coredrill Exist. Manhole & Connect 10/12	1	\$ 10,000.00 /	LS	\$ 10,000.00
Rebuild Exist. Manhole Invert	1	\$ 1,000.00 /	LS	\$ 1,000.00
<b>SUBTOTAL:</b>				<b>\$ 118,783.00</b>

<b>TOTAL:</b>				<b>\$ 309,488.00</b>
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Wells Fargo Bank, N.A.  
 U.S. Trade Services  
 Standby Letters of Credit  
 401 N. Research Pkwy, 1st Floor  
 MAC D4004-017,  
 Winston-Salem, NC 27101-4157  
 Phone: (800) 776-3862 Option 2  
 E-Mail: sbic-new@wellsfargo.com

## Irrevocable Standby Letter Of Credit

**Number:** IS000284797U  
**Issue Date:** May 16, 2022

BENEFICIARY	APPLICANT
CITY OF COOPER CITY 9090 SW 50TH PLACE COOPER CITY, FLORIDA 33328	CC HOMES AT KINGFISHER RESERVE, LLC 2020 SALZEDO STREET, SUITE 200 CORAL GABLES, FLORIDA 33134

LETTER OF CREDIT ISSUE AMOUNT USD 1,538,358.25 EXPIRY DATE MAY 16, 2023

### LADIES AND GENTLEMEN:

WE HEREBY AUTHORIZE YOU TO DRAW ON WELLS FARGO BANK, N.A. FOR THE ACCOUNT OF CC HOMES AT KINGFISHER RESERVE, LLC TO AN AGGREGATE AMOUNT, IN UNITED STATES FUNDS, OF \$1,538,358.25 AVAILABLE BY YOUR DRAFT AT SIGHT, ACCOMPANIED BY:

(1) A SIGNED STATEMENT FROM AN AUTHORIZED REPRESENTATIVE OF THE CITY OF COOPER CITY, THAT THE DRAWING IS DUE TO DEFAULT IN PERFORMANCE OF CERTAIN OBLIGATIONS OR FAILURE TO PAY SUMS, ON THE PART OF CC HOMES AT KINGFISHER RESERVE, LLC UNDER THE PROJECT NUMBER O19-MP-20 AGREED UPON BY AND BETWEEN THE CITY OF COOPER CITY AND CC HOMES AT KINGFISHER RESERVE, LLC.

(2) THE ORIGINAL LETTER OF CREDIT AND ANY AMENDMENTS ATTACHED THERETO.

DRAFT MUST BE DRAWN AND NEGOTIATED NOT LATER THAN THE EXPIRATION DATE, AS MAY BE EXTENDED.

DRAFTS MUST BEAR THE CLAUSE "DRAWN UNDER LETTER OF CREDIT NO. IS000284797U OF WELLS FARGO BANK, N.A. DATED MAY 16, 2022."

ONLY ONE DRAFT MAY BE DRAWN AND PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT, AND SUCH DRAFT MUST BE FOR THE FULL AMOUNT OF THIS LETTER OF CREDIT.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT WRITTEN AMENDMENT FOR ONE YEAR PERIODS FROM THE PRESENT OR ANY FUTURE EXPIRY DATE UNLESS AT LEAST 30 CALENDAR DAYS PRIOR TO SUCH EXPIRATION DATE, WE SEND THE BENEFICIARY NOTICE AT THE ABOVE STATED ADDRESS BY OVERNIGHT COURIER THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE INITIAL OR ANY EXTENDED EXPIRY DATE HEREOF.





## CITY COMMISSION ORDINANCE/RESOLUTION

**TITLE:** Ordinance 24-07 (Administration)

**DATE:** April 30, 2024

**DESCRIPTION:** AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE VI, "EMPLOYEE BENEFITS", DIVISION 2 "RETIREMENT PLAN", SECTION 2-158 "FIREFIGHTERS' PENSION PLAN" OF THE CITY OF COOPER CITY MUNICIPAL CODE OF ORDINANCES BY AMENDING ARTICLE XII, "COMPLIANCE WITH THE INTERNAL REVENUE CODE", TO PROVIDE FOR COMPLIANCE WITH SECURE 2.0 ACT; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

**CITY MANAGER RECOMMENDATION:**

The City Manager requests approval of Ordinance 24-07 by amending Article XII "Compliance with the Internal Revenue Code" to provide compliance with Secure 2.0 Act.

**BACKGROUND OF ITEM:**

Under the current plan, benefits must commence to members not later than April 1 of the calendar year following the later of the calendar year in which the member attains age 70½. If the proposed ordinance is adopted, benefits will need to commence to members not later than April 1 of the calendar year following the later of the calendar year in which the member attains age 72. There are no active members remaining in the Plan, the proposed ordinance has not measurable actuarial cost to the Plan, as contemplated by the statutes relating to Actuarial Impact Statements. Since the April 9th Commission meeting, the City Attorney has reached out to Pension Council and their feedback is attached. (Attachment 4.)

**ANALYSIS:**

The proposed ordinance would revise Section 2-158, Article XII "Compliance with the Internal Revenue Code" to incorporate relevant provisions of the Setting Every Community Up for Retirement Enhancement ("SECURE") 2.0 Act.

**STRATEGIC PLAN:**

N/A

**FISCAL IMPACT:**

There is no impact to the City.

**ALTERNATIVES:**

None

**ATTACHMENTS:**

- 1. Ordinance 24-07
- 2. AIS Letter
- 3. Special Report – Sugarman, Susskind, Braswell & Herrera
- 4. B. Klausner email exchange

Workflow History 			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to City Attorney	04/15/24 04:30 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	04/16/24 09:52 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	04/16/24 03:43 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/19/24 12:48 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/19/24 01:01 PM

**ORDINANCE NO. 2024-07**

**AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE VI, “EMPLOYEE BENEFITS”, DIVISION 2 “RETIREMENT PLAN”, SECTION 2-158 “FIREFIGHTERS’ PENSION PLAN” OF THE CITY OF COOPER CITY MUNICIPAL CODE OF ORDINANCES BY AMENDING ARTICLE XII, “COMPLIANCE WITH THE INTERNAL REVENUE CODE”, TO PROVIDE FOR COMPLIANCE WITH SECURE 2.0 ACT; PROVIDING FOR SEVERABILITY. THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Setting Every Community Up for Retirement Enhancement (“SECURE”) 2.0 Act, signed into law on December 29, 2022, as part of the Consolidated Appropriations Act, 2023, amended the definition of “Required Beginning Date” under Section 401(a)(9) of the Internal Revenue Code; and

**WHEREAS**, amendments to the Plan are necessary to conform the Pension Plan to the requirements of the SECURE 2.0 Act; and

**WHEREAS**, the Board of Trustees of the City of Cooper City Firefighters’ Pension Plan has recommended an amendment to the Pension Plan to comply with the SECURE 2.0 Act; and

**WHEREAS**, the trustees of the City of Cooper City Firefighters’ Pension Plan have requested and approved the amendments provided herein as being in the best interests of the participants and beneficiaries and improving the administration of the Fund, and

**WHEREAS**, the City Commission has received and reviewed an actuarial impact statement related to this change and attached as such; and

**WHEREAS**, the City Commission deems it to be in the public interest to provide this change to the Pension Plan for its Firefighters;

**NOW, therefore, be it ORDAINED BY the CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:**

**Section 1.** That the recitals contained in the preamble to this Ordinance are incorporated by reference herein.

**Section 2.** That Chapter 2, Article VI, Division 2, Section 2-158, Article XII, “Compliance with the Internal Revenue Code” of the Code of Ordinances of the City of Cooper City, is amended to read:

**Article XII Compliance with the Internal Revenue Code.**

\* \* \* \* \*

(b) Required beginning date:

Notwithstanding any other provision of the plan, payment of a participant's retirement benefits under the plan shall commence not later than the participant's required beginning date, which effective January 1, 2023 is defined as the later of (1) and (2) below:

~~April 1 of the calendar year that next follows the calendar year in which the participant attains or will attain the age of 70½ years; or~~

~~April 1 of the calendar year that next follows the calendar year in which the participant retires.~~

(1) With respect to a participant who reached age 70-½ prior to January 1, 2020, April 1 of the calendar year that next follows the calendar year in which the participant attained the age of 70-½ years; or

with respect to a participant who attained age 70-½ on or after January 1, 2020, and age 72 prior to January 1, 2023, April 1 of the calendar year that next follows the calendar year in which the participant attained the age of 72 years; or



with respect to a participant who attains age 72 on or after January 1, 2023, in accordance with the SECURE 2.0 Act and any technical corrections thereto; or

(2) April 1 of the calendar year that next follows the calendar year in which the participant retires.

(c) Required Minimum Distributions.

(1) Required Beginning Date. The participant's entire interest will be distributed, or begin to be distributed, to the participant no later than the participant's Required Beginning Date as defined in Subsection (b) of this Article XII.

(2) Death of participant Before Distributions Begin.

(A) If the participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the participant's surviving spouse is the participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the participant died, or by December 31 of the calendar year in which the participant would have attained ~~age 70½~~his or her Required Beginning Date, if later.

\* \* \* \* \*

**Section 3.** All sections or parts of sections of the Cooper City Municipal 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 conflict.

**Section 4.** Should any section or provision of this Ordinance, or a 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 hereof, other than the part to be declared to be invalid.

**Section 5.** It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Cooper City Municipal Code of Ordinances and that the sections of this Ordinance may be renumbered or relettered and the word "Ordinances" may be changed to "Chapter," "Section," "Article," or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

**Section 6.** This Ordinance shall become effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

**PASSED AND ADOPTED** on First Reading this \_\_\_ day of \_\_\_\_\_, 2024.

**PASSED AND ADOPTED** on Second Reading this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Greg Ross, Mayor

ATTEST:

\_\_\_\_\_  
Tedra Allen MMC, City Clerk

Approved as to Form:

\_\_\_\_\_  
Jacob Horowitz, City Attorney

ROLL CALL:

Mayor Ross \_\_\_\_\_  
Commissioner Green \_\_\_\_\_  
Commissioner Shrouder \_\_\_\_\_  
Commissioner Katzman \_\_\_\_\_  
Commissioner Mallozzi \_\_\_\_\_



March 22, 2024

Board of Trustees  
City of Cooper City  
Firefighters Retirement Plan

Dear Committee Members:

As requested, we have reviewed the proposed Ordinance amending the City of Cooper City Firefighters Retirement Plan ("Plan"). The proposed ordinance would revise Section 2-158, Article XII "Compliance with the Internal Revenue Code" to incorporate relevant provisions of the Setting Every Community Up for Retirement Enhancement ("SECURE") 2.0 Act.

Under the current plan, benefits must commence to members not later than April 1 of the calendar year following the later of the calendar year in which the member attains age 70½. If the proposed ordinance is adopted, benefits will need to commence to members not later than April 1 of the calendar year following the later of the calendar year in which the member attains age 72. Because there are no active members remaining in the Plan, it is our opinion that the proposed change has no measurable actuarial cost to the Plan, as contemplated by the statutes relating to Actuarial Impact Statements.

A draft of the Ordinance is attached to this letter.

Because the changes will not have a material actuarial impact, it is our opinion that a formal Actuarial Impact Statement is not required. However, a copy of this letter and the proposed ordinance should be sent to the Municipal Police Officers and Firefighters' Retirement Trust Funds Office and to the Bureau of Local Retirement Systems before the final public hearing on the ordinance.

Piotr Krekora is a member of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

The undersigned actuary is independent of the plan sponsor.

We welcome your questions and comments.

Sincerely yours,

Piotr Krekora, ASA, MAAA  
Senior Consultant & Actuary

*This communication shall not be construed to provide tax advice, legal advice or investment advice.*

Robert A. Sugarman ♦  
Howard S. Susskind  
D. Marcus Braswell, Jr.  
Pedro A. Herrera  
Kenneth R. Harrison, Sr.  
Madison J. Levine

Jose Javier Rodriguez  
David E. Robinson  
Of Counsel

150 Alhambra Circle  
Suite 725  
Coral Gables, Florida 33134  
(305) 529-2801  
Toll Free (800) 329-2122  
Facsimile (305) 447-8115

♦ Board Certified Labor &  
Employment Lawyer

## **SPECIAL REPORT**

*February 2023*

### **SECURE ACT 2.0**

President Biden signed the Secure 2.0 Act of 2022 (“the Act”) into law on December 29, 2022 as part of the Consolidated Appropriations Act, 2023. The Act makes sweeping changes to provisions of the Internal Revenue Code affecting qualified plans such as your municipal plan.

Many of the provisions take effect immediately, while others will become effective in years to come. For governmental plans such as yours amendments required by the Act must be made to the plan by no later than the last day of the first plan year beginning on or after January 1, 2027.

Below is a brief summary of the changes enacted. We will provide additional information with regard to each of the new requirements on an on-going basis as corresponding regulations or rules may be issued.

#### ***I. CHANGES THAT APPLY TO GOVERNMENTAL DEFINED BENEFIT PLANS AND STAND-ALONE SHARE PLANS***

##### **Increase in Ages for Required Minimum Distributions**

Participants in tax-qualified pension plans are not taxed on the value of their retirement benefits until they begin to receive benefits under the plan.

The deferral of taxes is limited by the Required Minimum Distribution rules in Section 401(a)(9) of the Code, which require that participants begin to receive benefits (and therefore pay taxes) once they reach a certain age after retirement.

For many years, retirees were required to begin to receive benefits once they had retired and reached age 70 ½. The first Secure Act, passed in 2019, raised that age to 72.

Special Report *re*: SECURE Act 2.0  
February 2023  
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Section 107 of the Secure 2.0 Act of 2022 has further increased the tax deferral by again raising the age by which retired participants must begin to receive benefits. The new ages are as follows:

- a) For individuals who attain age 72 after December 31, 2022, and age 73 before January 1, 2033, the applicable age is 73;
- b) For individuals who attain age 74 after December 31, 2032, the applicable age is 75;

### **Reduction in penalty for failure to make Required Minimum Distributions (Effective taxable years after December 29, 2022)**

The Code currently provides for an excise tax for failure to take a required minimum distribution equal to 50% of the amount of the missed distribution.

Section 302 of the Act reduces the tax generally to 25%, and provides that the tax shall be further reduced to 10% if the failure is corrected in accordance with certain conditions.

### **Increase in the maximum amount of mandatory distributions (Effective January 1, 2024)**

Plans may currently provide that benefits of which the lump-sum value does not exceed \$5000 will be paid mandatorily in the form of a lump-sum. Section 304 of the Act raises the limit, allowing plans to impose a lump-sum distribution for amounts up to \$7000.

### **Exclusion from Income of Certain Service-Related Disability Benefits for First Responders (Effective for eligible amounts received after December 31, 2026)**

Section 309 of the act allows certain first responders (law enforcement officers, firefighters, paramedics, and emergency medical technicians) to exclude from gross income certain service-related disability pension or annuity payments after they reach retirement age.

### **Expansion of 72(t) Age Exemption for Qualified Public Safety Employees (Effective Immediately)**

Generally, the penalty on early withdrawals under Section 72(t) does not apply to distributions made to an employee after separation from service after attainment of age 55. For qualified public safety employees, Section 72(t) replaces the age 55 exemption with a more favorable, lower age exemption. Prior to the Act, the applicable age for qualified public safety employees was 50, instead of 55. Section 329 of the Act further expands the exemption for qualified public safety officers by adding 25 years of service as a separate qualifying condition for the exemption, which now applies upon the earlier of attainment of age 50 or 25 years of service.

Special Report re: SECURE Act 2.0  
February 2023  
Page | 3

**Expansion of Definition of Qualified Public Safety Employee for Purposes of 72(t) Age Exemption (Effective Immediately)**

Prior to the Act, for purposes of the favorable 72(t) exemption discussed above, the term qualified public safety employee included governmental employees providing police protection, firefighting services, and emergency medical services. Section 330 expands the definition to include corrections officers, as well as forensic security employees providing for the care, custody and control of forensic patients.

**Repeal of Direct Payment Requirement for Health Insurance Premiums (Effective Immediately)**

Currently under Section 402(l) of the Code, Retired Public Safety Officers are permitted to exclude from income up to \$3,000 per taxable year in distributions from governmental plans that are used to for the payment of qualified health insurance premiums. Prior to the Act, payments were required to be made directly from the pension plan to the insurer. Section 328 of the Act removes the direct payment requirement and now allows payment to come directly from the member.

***II. CHANGES THAT APPLY TO GOVERNMENTAL STAND-ALONE SHARE PLANS BUT NOT TO GOVERNMENTAL DEFINED BENEFIT PLANS***

**Tax-Favored Withdrawals**

The Act allows plans to provide for the following types of withdrawals with favorable tax treatment (including exemption from any 72(t) penalty):

- Starting in 2024, up to \$1,000 for participant-certified personal and family emergencies;
- Starting in 2024, withdrawals up to the lesser of \$10,000 or 50% of account balance, if a participant has been the victim of domestic abuse;
- effective immediately withdrawals by participants who have been diagnosed as terminally ill;
- With regard to federal disasters occurring on or after January 26, 2021, withdrawals by participants who live in the disaster up to \$22,000 within 180 months of the disaster. Also loans related to federal disasters are allowed to be increased to the lessor of \$100,000 or 100% of the account balance,
- Plans are already permitted to provide for distributions for qualified birth or adoption expenses. Currently, such distributions may be paid back at any time. For withdrawals after December 29, 2022, the repayment period is limited to

Special Report re: SECURE Act 2.0  
February 2023  
Page | 4

- three years. For withdrawals that have already been taken, the repayment period ends December 31, 2025, beginning on or after December 29, 2025, up to \$2500 annually (adjustable for inflation) for long-term care insurance.

**III. PROVISIONS OF THE ACT WITH REGARD TO PLAN CORRECTIONS**

**Changes to requirements regarding overpayments (effective immediately)**

The IRS has on an on-going basis provided guidance to trustees regarding requirements for recovering benefit overpayments to participants and beneficiaries.

Section 301 of the Act amends the Code to provide clearly defined rules relating to the recovery of overpayments.

Principally, the Act provides that a plan is not necessarily obligated to pursue the recovery of an overpayment.

We will prepare procedures for the trustees to adopt to ensure that future actions with regard to overpayments comply with the new requirements.

**Expanded Self-Correction Program (Effective upon guidance issued by IRS within two years of December 29, 2022)**

The IRS maintains several programs pursuant to which trustees may correct errors in the operation of the plan and/or failures to amend the plan timely.

Under certain programs, a flat fee and/or penalties are required to be paid to the IRS to resolve the error or failure. On the other hand, under the IRS' Self-Correction Program, certain "non-significant" errors may be corrected without any notice or payment of fees or penalties to the IRS.

The Act expands the type of errors and failures that may be resolved through Self-Correction. The program is no longer limited to "non-significant" errors, and may be used generally to correct any inadvertent error or failure, except those (1) that were identified by the IRS before any good-faith corrective measures were taken, or (2) with respect to which corrective measures were not timely taken.

The Act requires the IRS to issue new guidance in accordance with the expansion of the self-correction program.

Special Report re: SECURE Act 2.0  
February 2023  
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**IV. FOR INFORMATIONAL PURPOSES (THE FOLLOWING INFORMATION PRESENTS PROVISIONS OF THE ACT THAT DO NOT APPLY TO THIS PLAN BUT THAT MAY BE OF INTEREST TO PUBLIC EMPLOYEES. THE INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AND SHALL NOT BE CONSTRUED AS LEGAL ADVICE)**

Section 308 of the Act extends to private sector firefighters, the favorable 72(t) age exemption (50 or 25 Years of Service) that was previously limited to governmental public safety employees.

Section 306 Changes rules relating to elections for 457 plans

Some of the tax-favored withdrawals that are permitted under the Act (See Section II above) may also be available under 457 plans.



**From:** [Jacob G. Horowitz](#)  
**To:** [Tedra Allen](#)  
**Cc:** [Ryan Eggleston](#)  
**Subject:** FW: Pension Ordinances  
**Date:** Wednesday, April 10, 2024 10:30:12 AM  
**Attachments:** [image003.jpg](#)  
[image005.png](#)  
[image006.jpg](#)  
[image001.jpg](#)  
[image6e4aa7.JPG](#)

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Tedra,  
Good morning.

Subject to the City Manager’s concurrence, please include this email exchange with Bob Klausner as additional back-up to Ordinance No. 2024-07 and Ordinance No. 2024-08 on the 4/30 commission agenda.

Thank you.

**Jacob G. Horowitz**



3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone: (954) 771-4500 x 5055 | (561) 276-9400 x 5055 | Fax: (954) 771-4923  
Email: [JHorowitz@gorencherof.com](mailto:JHorowitz@gorencherof.com) | [www.GorenCherof.com](http://www.GorenCherof.com)

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**From:** Robert Klausner [<mailto:bob@robertdklausner.com>]  
**Sent:** Wednesday, April 10, 2024 10:24 AM

**To:** Jacob G. Horowitz <JHorowitz@gorencherof.com>  
**Cc:** 'Ryan Eggleston' <REggleston@coopercity.gov>  
**Subject:** RE: Pension Ordinances

Jacob

I read the two ordinances. 07 is a tax compliance bill because the age at which a required minimum distribution must begin was extended for age 70 to age 73. 08 is adoption of the firefighter cancer presumption provided for in state law. The Division of Retirement is requiring its inclusion as a condition of continuing to receive insurance premium taxes. They are both appropriate for adoption.

Bob

Robert D. Klausner  
Klausner Kaufman Jensen & Levinson  
7080 NW 4<sup>th</sup> Street  
Plantation, Florida 33317  
(954) 916-1202  
(954) 916-1232 Fax  
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**From:** Jacob G. Horowitz <[JHorowitz@gorencherof.com](mailto:JHorowitz@gorencherof.com)>  
**Sent:** Wednesday, April 10, 2024 10:08 AM  
**To:** Robert Klausner <[bob@robertdklausner.com](mailto:bob@robertdklausner.com)>  
**Cc:** 'Ryan Eggleston' <[REggleston@coopercity.gov](mailto:REggleston@coopercity.gov)>  
**Subject:** FW: Pension Ordinances

Bob,  
Good morning.

The attached ordinances were included on last night's Cooper City commission agenda for first reading. They were prepared by Sugarman Suskind, as counsel for the pension plan.

When the agenda was being prepared, it was suggested that the ordinances were prepared by pension counsel and I was under the mistaken impression that your office had a hand in the drafting.

The commission deferred action last night, and I requested an opportunity to share both ordinances with your office for review. The commission was particularly focused on Ord. 2024-07, regarding compliance with the Secure 2.0 Act, and whether BSO had any role here given the fact that the members of the plan are current BSO employees.

We would welcome your thoughts and recommendations as to whether the City should move forward with both ordinances. First reading has been deferred to the 4/30 commission meeting.

Thanks in advance.

Jacob G. Horowitz



3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone: (954) 771-4500 x 5055 | (561) 276-9400 x 5055 | Fax: (954) 771-4923  
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**From:** Tedra Allen [<mailto:TAllen@coopercity.gov>]  
**Sent:** Wednesday, April 10, 2024 10:00 AM  
**To:** Jacob G. Horowitz <[JHorowitz@gorencherof.com](mailto:JHorowitz@gorencherof.com)>  
**Subject:** RE: Pension Ordinances

Good morning Jacob,

As requested

**Tedra Allen, MMC**  
City Clerk  
9090 SW 50<sup>th</sup> Place  
Cooper City, Florida 33328  
Clerk's Office: (954) 434-4300 Ext. 291  
Email: [TAllen@coopercity.gov](mailto:TAllen@coopercity.gov) | [www.coopercity.gov](http://www.coopercity.gov)

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**From:** Jacob G. Horowitz <[JHorowitz@gorencherof.com](mailto:JHorowitz@gorencherof.com)>  
**Sent:** Wednesday, April 10, 2024 9:47 AM  
**To:** Tedra Allen <[TAllen@coopercity.gov](mailto:TAllen@coopercity.gov)>  
**Subject:** Pension Ordinances

**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.

Tedra,  
Could you please send me word or pdf versions of both pension ordinances from last night's agenda?

Thank you.

**Jacob G. Horowitz**



3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone: (954) 771-4500 x 5055 | (561) 276-9400 x 5055 | Fax: (954) 771-4923  
Email: [JHorowitz@gorencherof.com](mailto:JHorowitz@gorencherof.com) | [www.GorenCherof.com](http://www.GorenCherof.com)

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## CITY COMMISSION ORDINANCE/RESOLUTION

**TITLE:** Ordinance 24-08 (Administration)

**DATE:** April 30, 2024

**DESCRIPTION:** AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY OF COOPER CITY’S FIREFIGHTERS RETIREMENT PLAN CODIFIED IN CHAPTER 2 “ADMINISTRATION” OF THE COOPER CITY MUNICIPAL CODE OF ORDINANCES TO COMPLY WITH CHAPTER 2019-21, LAWS OF FLORIDA; BY AMENDING ARTICLE IX, DISABILITY, AND ARTICLE XI, DEATH BENEFITS, OF SECTION 2-158; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**CITY MANAGER RECOMMENDATION:**

The City Manager requests approval of Ordinance 24-08 to comply with Chapter 209-21, Laws of Florida.

**BACKGROUND OF ITEM:**

Upon the adoption of this ordinance, firefighters who become disabled before retirement due to cancer (as defined in Section 112.1816(1), Florida Statutes) or from the treatment of such cancer (as defined in Section 112.1816(1), Florida Statutes) shall be considered to have become disabled in the line of duty. Since the April 9<sup>th</sup> Commission meeting, the City Attorney has reached out to Pension Council and their feedback is attached. (Attachment 4.)

**ANALYSIS:**

The proposed ordinance would revise Section 2-158, Article IX “Disability” to incorporate provisions of Florida Statutes Chapter 112.1816, which provides that a firefighter who is diagnosed with certain specified cancers is presumed to have contributed those cancers while in the line of duty for purposes of determining the disability or death benefit payable from the Plan. No active members remain in the plan; the proposed change has no measurable actuarial cost to the Plan.

**STRATEGIC PLAN:**

N/A

**FISCAL IMPACT:**

There is no impact to the City.

**ALTERNATIVES:**

None

**ATTACHMENTS:**

1. Ordinance 24-08
2. AIS Letter
3. Special Report – Sugarman, Susskind, Braswell & Herrera
4. B. Klausner email exchange

**ORDINANCE NO. 2024-08**

**AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY OF COOPER CITY’S FIREFIGHTERS RETIREMENT PLAN CODIFIED IN CHAPTER 2 “ADMINISTRATION” OF THE COOPER CITY MUNICIPAL CODE OF ORDINANCES TO COMPLY WITH CHAPTER 2019-21, LAWS OF FLORIDA; BY AMENDING ARTICLE IX, DISABILITY, AND ARTICLE XI, DEATH BENEFITS, OF SECTION 2-158; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the 2019 Florida Legislature enacted Chapter 2019-21, Law of Florida, which mandates certain amendments to the City of Cooper City’s Firefighters Retirement Plan (the “Plan”); and

**WHEREAS**, amendments to the City code are necessary to permit such new obligations and conditions; and

**WHEREAS**, the Trustees of the Plan have requested and approved such amendments as being in the best interests of the participants and beneficiaries as well as improving the administration of the Plan; and

**WHEREAS**, the City Commission has received and reviewed an actuarial impact statement concerning these changes and attached as such.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA<sup>1</sup>:**

**Section 1.** The foregoing WHEREAS clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

---

<sup>1</sup> Proposed additions to existing City Code text are indicated by an underline; proposed deletions from existing City Code text are indicated by strikethrough.



**Section 2.** That subparagraph (b) of Article IX “Disability,” of Section 2-158 of the Cooper City Municipal Code of Ordinances is hereby amended as follows:

ARTICLE IX. DISABILITY

(a) A member shall be disabled under the terms of the plan if the member has suffered an illness, injury or disease which renders the member permanently and totally incapacitated, physically or mentally, from regular and continuous duty as a firefighter. Disability shall not be determined based solely on the fact that a member cannot perform all of the duties of his or her job grouping as set forth in the job description. The city shall be required to accommodate disabled workers in accordance with state and federal law and shall not withhold assignment to vacant positions on the basis that a member is not capable of performing all of the tasks of his or her job grouping.

(b) A member shall be eligible for a service-incurred disability retirement from the entry date into the plan. A service-incurred disability retirement shall mean that the disability arose as a result of an act occurring in the performance of service with the city. As provided and subject to the limitations in section 112.1816, Florida Statutes, effective July 1, 2019, a firefighter (as defined in section 112.1816(1), Florida Statutes) member shall be considered to be totally and permanently disabled in the line of duty if he or she meets the Plan’s definition of Totally and Permanently Disabled due to a diagnosis of cancer (as defined in section 112.1816(1), Florida Statutes) or circumstances that arise out of the treatment of such cancer (as defined in section 112.1816(1), Florida Statutes).

\*\*\*

**Section 3.** That subparagraph (a) of Article XI “Death Benefits,” of Section 2-158 of the Cooper City Municipal Code of Ordinances is hereby amended as follows:

ARTICLE XI. DEATH BENEFITS.

(a) In the event of the death of a member prior to the time of becoming fully vested for early or normal retirement, the member's designated beneficiary shall be paid from the fund an amount equal to the member's accumulated contributions together with interest thereon. In the event that the member was fully vested for early or normal retirement, but died before actual retirement, a death benefit shall be paid from the fund to the beneficiary. The amount of the benefit shall be computed as though the member had retired on the date of death and had chosen the one hundred (100%) percent joint and survivor option. The board may, in its discretion,

pay the benefit in another form if the board deems it to be in the best interest of the beneficiary. The actuarial value of any other form of benefit may not exceed the actuarial value of the one hundred (100%) percent joint and last survivor option. As provided and subject to the limitations in section 112.1816, Florida Statutes, effective July 1, 2019, a firefighter (as defined in section 112.1816(1), Florida Statutes) member shall be considered to have died in the line of duty if he or she dies as a result of cancer (as defined in section 112.1816(1), Florida Statutes) or circumstances that arise out of the treatment of such cancer (as defined in section 112.1816(1), Florida Statutes).

(b) In the event of the death of a retiree, death benefits, if any, shall be paid in accordance with the optional form of benefit chosen at the time of retirement.

(c) In the event that a designated beneficiary predeceases the member, or in the case of dissolution of marriage where the spouse is the designated beneficiary, the member may designate a new beneficiary as set forth in this subsection. No replacement beneficiary may receive a benefit which is greater than the actuarial equivalent of the benefit which would have been paid to the person named as designated beneficiary at the time of retirement. In the case of re-marriage, the spouse must have been married to the member for at least one (1) year prior to the death of member to qualify for benefits under this subsection.

**Section 4.** All sections or parts of sections of the Cooper City Municipal 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 conflict.

**Section 5.** Should any section or provision of this Ordinance, or a 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 hereof, other than the part to be declared to be invalid.

**Section 6:** It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Cooper City

Municipal Code of Ordinances and that the sections of this Ordinance may be renumbered or relettered and the word "Ordinances" may be changed to "Chapter," "Section," "Article," or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

**Section 7.** This Ordinance shall become effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein

**PASSED AND ADOPTED** on First Reading this \_\_\_ day of \_\_\_\_\_, 2024.

**PASSED AND ADOPTED** on Second Reading this \_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Greg Ross, Mayor

ATTEST:

\_\_\_\_\_  
Tedra Allen, City Clerk

Approved as to Form:

\_\_\_\_\_  
Jacob Horowitz, City Attorney

ROLL CALL:

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



March 22, 2024

Board of Trustees  
City of Cooper City  
Firefighters Retirement Plan

Dear Committee Members:

As requested, we have reviewed the proposed Ordinance amending the City of Cooper City Firefighters Retirement Plan (“Plan”). The proposed ordinance would revise Section 2-158, Article IX “Disability” to incorporate provisions of Florida Statutes Chapter 112.1816 which provides that a firefighter who is diagnosed with certain specified cancers is presumed to have contracted those cancers while in the line of duty for purposes of determining the disability or death benefit payable from the Plan.

Upon adoption of this ordinance, firefighters who become disabled prior to retirement as a result of cancer (as defined in Section 112.1816(1), Florida Statutes) or from the treatment of such cancer (as defined in Section 112.1816(1), Florida Statutes) shall be considered to have become disabled in the line of duty. However, because there are no active members remaining in the Plan, it is our opinion that the proposed change has no measurable actuarial cost to the Plan, as contemplated by the statutes relating to Actuarial Impact Statements.

A draft of the Ordinance is attached to this letter.

Because the changes will not have a material actuarial impact, it is our opinion that a formal Actuarial Impact Statement is not required. However, a copy of this letter and the proposed ordinance should be sent to the Municipal Police Officers and Firefighters’ Retirement Trust Funds Office and to the Bureau of Local Retirement Systems before the final public hearing on the ordinance.

Piotr Krekora is a member of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

The undersigned actuary is independent of the plan sponsor.

We welcome your questions and comments.

Sincerely yours,

Piotr Krekora, ASA, MAAA  
Senior Consultant & Actuary

Enclosures

# SUGARMAN & SUSSKIND

PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW

Meeting Date: 04/30/2024 Item #17.

Robert A. Sugarman ♦  
Howard S. Susskind  
Kenneth R. Harrison, Sr.  
D. Marcus Braswell, Jr.  
Pedro A. Herrera  
David Robinson  
Ivelisse Berio LeBeau

100 Miracle Mile  
Suite 300  
Coral Gables, Florida 33134  
(305) 529-2801  
Broward 327-2878  
Toll Free 1-800-329-2122  
Facsimile (305) 447-8115

♦ Board Certified Labor  
& Employment Lawyer

## ***2019 Legislative Update***

### **Ch. 2019-21, Laws of Florida**

On May 5, 2019, Governor DeSantis signed Senate Bill 426 into law. The bill, Chapter 2019-21, Laws of Florida, will take effect on July 1, 2019, and will be codified as Florida Statute 112.1816. The bill provides firefighters who are diagnosed with twenty-one (21) certain forms of cancer eligibility to receive certain additional healthcare, disability and/or death benefits. Specifically, in lieu of pursuing workers' compensation coverage, a firefighter is entitled to cancer treatment and a one-time cash payout of \$25,000, upon the firefighter's initial diagnosis of an applicable enumerated form of cancer.

The new law provides that the term "cancer" includes: bladder cancer, brain cancer, breast cancer, cervical cancer, colon cancer, esophageal cancer, invasive skin cancer, kidney cancer, large intestinal cancer, lung cancer, malignant melanoma, mesothelioma, multiple myeloma, non-Hodgkin's lymphoma, oral cavity and pharynx cancer, ovarian cancer, prostate cancer, rectal cancer, stomach cancer, testicular cancer, and thyroid cancer.

In order to be entitled to such benefits, the firefighter must:

- Be employed full-time as a firefighter;
- Be employed by the state, university, city, county, port authority, special district, or fire control district;
- Have been employed by his or her employer for at least five continuous years;
- Not have used tobacco products for at least the preceding five years; and
- Have not been employed in any other position in the preceding five years, which is proven to create a higher risk for cancer.

*2019 Legislative Update*  
Ch. 2019-21, Laws of Florida  
Page | 2

Furthermore, under the new statute, the employer must provide coverage within an employer-sponsored health plan or through a group health insurance trust fund. Additionally, the employer must timely reimburse the firefighter for any out-of-pocket deductible, co-payment, or coinsurance costs incurred due to the treatment of cancer. Additionally, if a firefighter has retired or terminated employment and is then diagnosed with cancer, those individuals must have remained on the previous employer's health plan (or health group trust) in order to receive coverage as specified above for up to 10 years after such separation so long as the firefighter otherwise met the criteria specified above when he or she terminated employment and was not subsequently employed as a firefighter following that date.

From a pension plan's perspective, the new law requires the Board of Trustees considering disability and/or death benefit application for firefighter members who either, are found to be disabled from rendering useful and efficient service as a firefighter, or have died as a result of one of the enumerated specified forms of cancer, to presume that such disability or death were suffered in the line of duty.

### **PLAN OF ACTION**

An amendment to your pension plan, and corresponding actuarial impact statement, should be incorporated to account for the new statutory presumptions affecting disability and death benefits afforded by your pension plan. Although the legislature has stated that the fiscal impact on state and local governments employing firefighters is "indeterminate," the Board should seek recommendations from its actuary as to potential impacts to plan assumptions and methodologies.

**From:** [Jacob G. Horowitz](#)  
**To:** [Tedra Allen](#)  
**Cc:** [Ryan Eggleston](#)  
**Subject:** FW: Pension Ordinances  
**Date:** Wednesday, April 10, 2024 10:30:12 AM  
**Attachments:** [image003.jpg](#)  
[image005.png](#)  
[image006.jpg](#)  
[image001.jpg](#)  
[image6e4aa7.JPG](#)

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Tedra,  
Good morning.

Subject to the City Manager’s concurrence, please include this email exchange with Bob Klausner as additional back-up to Ordinance No. 2024-07 and Ordinance No. 2024-08 on the 4/30 commission agenda.

Thank you.

**Jacob G. Horowitz**



3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone: (954) 771-4500 x 5055 | (561) 276-9400 x 5055 | Fax: (954) 771-4923  
Email: [JHorowitz@gorencherof.com](mailto:JHorowitz@gorencherof.com) | [www.GorenCherof.com](http://www.GorenCherof.com)

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**From:** Robert Klausner [<mailto:bob@robertdklausner.com>]  
**Sent:** Wednesday, April 10, 2024 10:24 AM

**To:** Jacob G. Horowitz <JHorowitz@gorencherof.com>  
**Cc:** 'Ryan Eggleston' <REggleston@coopercity.gov>  
**Subject:** RE: Pension Ordinances

Jacob

I read the two ordinances. 07 is a tax compliance bill because the age at which a required minimum distribution must begin was extended for age 70 to age 73. 08 is adoption of the firefighter cancer presumption provided for in state law. The Division of Retirement is requiring its inclusion as a condition of continuing to receive insurance premium taxes. They are both appropriate for adoption.

Bob

Robert D. Klausner  
Klausner Kaufman Jensen & Levinson  
7080 NW 4<sup>th</sup> Street  
Plantation, Florida 33317  
(954) 916-1202  
(954) 916-1232 Fax  
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**From:** Jacob G. Horowitz <[JHorowitz@gorencherof.com](mailto:JHorowitz@gorencherof.com)>  
**Sent:** Wednesday, April 10, 2024 10:08 AM  
**To:** Robert Klausner <[bob@robertdklausner.com](mailto:bob@robertdklausner.com)>  
**Cc:** 'Ryan Eggleston' <[REggleston@coopercity.gov](mailto:REggleston@coopercity.gov)>  
**Subject:** FW: Pension Ordinances

Bob,  
Good morning.

The attached ordinances were included on last night's Cooper City commission agenda for first reading. They were prepared by Sugarman Suskind, as counsel for the pension plan.

When the agenda was being prepared, it was suggested that the ordinances were prepared by pension counsel and I was under the mistaken impression that your office had a hand in the drafting.

The commission deferred action last night, and I requested an opportunity to share both ordinances with your office for review. The commission was particularly focused on Ord. 2024-07, regarding compliance with the Secure 2.0 Act, and whether BSO had any role here given the fact that the members of the plan are current BSO employees.

We would welcome your thoughts and recommendations as to whether the City should move forward with both ordinances. First reading has been deferred to the 4/30 commission meeting.

Thanks in advance.

Jacob G. Horowitz



3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone: (954) 771-4500 x 5055 | (561) 276-9400 x 5055 | Fax: (954) 771-4923  
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**From:** Tedra Allen [<mailto:TAllen@coopercity.gov>]  
**Sent:** Wednesday, April 10, 2024 10:00 AM  
**To:** Jacob G. Horowitz <[JHorowitz@gorencherof.com](mailto:JHorowitz@gorencherof.com)>  
**Subject:** RE: Pension Ordinances

Good morning Jacob,

As requested

**Tedra Allen, MMC**  
City Clerk  
9090 SW 50<sup>th</sup> Place  
Cooper City, Florida 33328  
Clerk's Office: (954) 434-4300 Ext. 291  
Email: [TAllen@coopercity.gov](mailto:TAllen@coopercity.gov) | [www.coopercity.gov](http://www.coopercity.gov)

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**From:** Jacob G. Horowitz <[JHorowitz@gorencherof.com](mailto:JHorowitz@gorencherof.com)>  
**Sent:** Wednesday, April 10, 2024 9:47 AM  
**To:** Tedra Allen <[TAllen@coopercity.gov](mailto:TAllen@coopercity.gov)>  
**Subject:** Pension Ordinances

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Tedra,  
Could you please send me word or pdf versions of both pension ordinances from last night's agenda?

Thank you.

**Jacob G. Horowitz**



3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, Florida 33308

Telephone: (954) 771-4500 x 5055 | (561) 276-9400 x 5055 | Fax: (954) 771-4923

Email: [JHorowitz@gorencherof.com](mailto:JHorowitz@gorencherof.com) | [www.GorenCherof.com](http://www.GorenCherof.com)

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## CITY COMMISSION ORDINANCE/RESOLUTION

**TITLE:** Ordinance 24-10 (Finance/Utilities)

**DATE:** April 30, 2024

**DESCRIPTION:** AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 23-21, 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 approval and authorization of the budget ordinance, which will increase the budget not to exceed \$170,000 for the Vulnerability Assessment of the City’s critical assets as required in the Florida Department of Environmental Protection (DEP) Grant Agreement No. 23PLN78 subject to the final signoffs.

**BACKGROUND OF ITEM:**

Hazen is one of the three (3) consultants selected through the City’s RFQ No. 2020-1 and approved by the City Commission on June 8, 2021, after meeting the requirements of Florida Statute (F.S.) 287.055, commonly known as Consultants’ Competitive Negotiation Act (CCNA). Pursuant to F.S. 287.055(2)(g), a consultant selected through the CCNA process can be awarded a “Continuing Contract” for professional services for each study in an amount not to exceed \$500,000 without any additional competition.

Hazen is performing a similar assessment for Broward County, and their familiarity with the City’s utility system and long history of working with the City Staff makes them best suited for this project.

**FISCAL IMPACT:**

Hazen’s Task Order 2023-02 will be funded entirely by the grant monies and will be available after the DEP signs off the aforementioned agreement. This budget ordinance adds \$170,00 to a grant fund and an offsetting \$170,000 to Professional Services – Engineering.

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Prior Requested Amount</u>	<u>New Request Amount</u>	<u>Remaining Amount</u>
450-000-334312-334	\$0	\$0	\$170,000	\$170,000
450-950-531130-536	\$90,000	\$0	\$170,000	\$260,000

**ATTACHMENTS:**

1. Ordinance 24-10
2. Hazen and Sawyer Task Order No. 2023-02

Workflow History			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Budget	04/19/24 12:36 PM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to City Clerk	04/19/24 12:37 PM
<p><i>I've changed the Staff Report. I'll attempt to upload it here but I'm not sure I'm doing it correctly, I change the fiscal impact narrative to read: FISCAL IMPACT: Hazen's Task Order 2023-02 will be funded entirely by the grant monies and will be available after the DEP signs off the aforementioned agreement. This budget ordinance adds \$170,00 to a grant fund and an offsetting \$170,000 to Professional Services – Engineering. And the grid should look like this: General Ledger Acct. Number Budgeted Amount Prior Requested Amount New Request Amount Remaining Amount 450-000-334312-334 \$0 \$0 \$170,000 \$170,000 That's terrible. I'm going to email it to you. 450-950-531130-536 \$90,000 \$0 \$170,000 \$260,000</i></p>			
Allen, Tedra	Assigned to City Clerk	Route to Attorney	04/19/24 02:25 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	04/19/24 02:37 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	04/19/24 02:42 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/19/24 04:01 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/22/24 11:29 AM

**ORDINANCE NO. 24-10**

**AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 23-21, ADOPTED ON SEPTEMBER 26, 2023; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, ATTACHE 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. 23-21, 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., to account for the \$170,000 DEP grant award for the vulnerability assessment of the City’s critical assets; 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. 23-21 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 PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

**PASSED AND ADOPTED on First Reading this \_\_\_\_ day of \_\_\_\_\_, 2024.**

**PASSED AND FINAL ADOPTION on Second Reading this \_\_\_\_ day of \_\_\_\_\_, 2024.**

\_\_\_\_\_  
Greg Ross  
**Mayor**

ATTEST:

\_\_\_\_\_  
Tedra Allen, MMC  
**City Clerk**

**ROLL CALL**

Mayor Ross \_\_\_\_\_  
Commissioner Green \_\_\_\_\_  
Commissioner Shrouder \_\_\_\_\_  
Commissioner Katzman \_\_\_\_\_  
Commissioner Mallozzi \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Jacob Horowitz  
**City Attorney**



**ORDINANCE NO. 23-21**

**AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, ADOPTING AND APPROVING THE ANNUAL BUDGET FOR FISCAL YEAR 2023-2024, ATTACHED HERETO AS EXHIBIT “A,” AND APPROPRIATING THE FUNDS REQUIRED FOR THE OPERATION OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the provisions of Section 5.02 of the City Charter of the City of Cooper City, Florida, an estimate of the budget for the Fiscal Year 2023-2024 was prepared by the City Manager, submitted to the City Commission and posted at City Hall for a period of at least ten (10) days prior to this date; and

**WHEREAS**, after publication of notice in a newspaper circulated in the City, public hearings have been held on September 13, 2023 and on September 26, 2023, for discussion and consideration of the budget, at which time all interested persons were given the opportunity to provide input on any item listed in the budget; and

**WHEREAS**, after considering the recommendations of the City’s professional staff and the input of the public, the City Commission finds that adopting the proposed budget for the FY2023-2024 is in the best interests of the citizens and residents of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, THAT:**

**Section 1.** The foregoing “whereas” clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

**Section 2.** The budget for the City of Cooper City, Florida, for the Fiscal Year beginning on October 1, 2023 and ending on September 30, 2024, be and it is officially

{00574761.2 3451-0000000 }

**ORDINANCE NO. 23-21**

approved and adopted, a copy of which is attached hereto as Exhibit “A” and incorporated herein.

**Section 3.** The City Commission hereby appropriates in the General Fund and other funds of the City as more particularly set forth in the budget estimates, which are incorporated herein, for the uses, expenditures and fiscal requirements of the several departments, divisions, boards, funds and offices of the City, the sum designated in said budget estimates. The City Commission hereby further re-appropriates certain expenditures from the FY22-23 budget in accordance with Section 2-206 of the City Code, as set forth in greater detail in Exhibit “A.”

**Section 4.** 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 5.** 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 6.** 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.

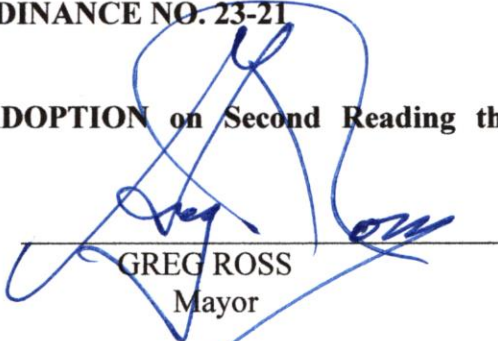
**Section 7.** This Ordinance shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED on First Reading this 12<sup>th</sup> day of September, 2023.**

{00574761.2 3451-0000000 }

**ORDINANCE NO. 23-21**

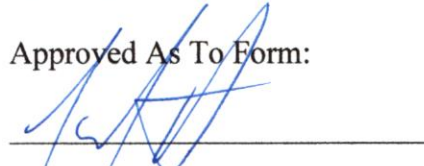
**PASSED AND FINAL ADOPTION on Second Reading this 26<sup>th</sup> day of September, 2023.**

  
\_\_\_\_\_  
GREG ROSS  
Mayor

ATTEST:

  
\_\_\_\_\_  
TEDRA ALLEN, MMC  
City Clerk

Approved As To Form:

  
\_\_\_\_\_  
JACOB G. HOROWITZ  
City Attorney

**ROLL CALL**

Mayor Ross	<u>yes</u>
Commissioner Green	<u>yes</u>
Commissioner Shrouder	<u>NO</u>
Commissioner Katzman	<u>yes</u>
Commissioner Mallozzi	<u>yes</u>

BUDGET SUMMARY												
City of Cooper City, Florida - Fiscal Year 2023/2024												
THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF COOPER CITY ARE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.												
ESTIMATED REVENUES	GENERAL FUND	BUILDING SERVICES FUND	ROAD & BRIDGE FUND	POLICE CONFISCATI ON FUND	TREE TRUST FUND	GENERAL CAPITAL PROJECTS FUND	PARKING LOT FUND	STORMWATER FUND	WATER & SEWER FUND	WATER & SEWER CAPITAL IMPROVEMENT FUND	TOTAL	
Taxes:	MILLAGE PER 1,000											
<b>Ad Valorem Taxes</b>	<b>Operating 5.8650</b>	\$ 22,827,789	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,827,789
Franchise & Utility Taxes		6,596,170	-	-	-	-	-	-	-	-	-	6,596,170
Charges for Services		7,683,603	-	-	-	12,500	153,000	559,565	14,570,885	-	-	22,979,553
Intergovernmental Revenue		4,940,226	-	973,789	-	1,017,500	-	-	-	-	-	6,931,515
Fines & Forfeitures		145,000	-	-	18,500	-	-	-	-	-	-	163,500
Miscellaneous Revenue		429,000	28,000	24,000	1,500	1,000	28,000	1,500	4,000	84,746	200,000	801,746
Licenses and Permits		413,000	1,585,000	-	-	-	-	-	-	-	-	1,998,000
<b>TOTAL SOURCES</b>		\$ 43,034,788	\$ 1,613,000	\$ 997,789	\$ 20,000	\$ 13,500	\$ 1,045,500	\$ 154,500	\$ 563,565	\$ 14,655,631	\$ 200,000	\$ 62,298,273
Transfers In		3,442,275	-	726,611	-	-	1,549,730	-	-	417,230	3,678,568	9,814,414
Fund Balances/Reserves/Net Position		-	1,091,040	-	-	-	-	50,000	-	3,108,271	-	4,249,311
<b>TOTAL REVENUES, TRANSFERS, &amp; BALANCES</b>		\$ 46,477,063	\$ 2,704,040	\$ 1,724,400	\$ 20,000	\$ 13,500	\$ 2,595,230	\$ 154,500	\$ 613,565	\$ 18,181,132	\$ 3,878,568	\$ 76,361,998
<b>EXPENDITURES</b>												
General Government		7,669,981	-	-	-	-	334,000	-	-	-	-	8,003,981
Law Enforcement		16,210,386	-	-	-	-	25,000	-	-	-	-	16,235,386
Fire		14,907,954	2,197,367	-	-	-	50,000	-	-	-	-	17,155,321
Physical Environment		2,667,026	-	-	-	-	360,000	-	-	-	-	3,027,026
Transportation		-	-	1,724,400	-	-	-	67,413	-	-	-	1,791,813
Debt Service		4,000	-	-	-	-	-	212,556	-	-	-	216,556
Culture and Recreation		5,017,716	-	-	-	13,500	1,826,230	-	-	-	-	6,857,446
Water and Sewer		-	-	-	-	-	-	-	11,670,833	3,878,568	-	15,549,401
Stormwater		-	-	-	-	-	-	302,717	-	-	-	302,717
<b>TOTAL EXPENDITURES</b>		\$ 46,477,063	\$ 2,197,367	\$ 1,724,400	\$ -	\$ 13,500	\$ 2,595,230	\$ 67,413	\$ 515,273	\$ 11,670,833	\$ 3,878,568	\$ 69,139,647
Transfers Out		-	506,673	-	-	-	-	44,076	98,292	6,510,299	-	7,159,340
Fund Balances/Reserves/Net Position		-	-	-	20,000	-	-	43,011	-	-	-	63,011
<b>TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES &amp; BALANCES</b>		\$ 46,477,063	\$ 2,704,040	\$ 1,724,400	\$ 20,000	\$ 13,500	\$ 2,595,230	\$ 154,500	\$ 613,565	\$ 18,181,132	\$ 3,878,568	\$ 76,361,998

The tentative, adopted, and/or final budgets are on file in the office of the above referenced taxing authority as a public record.



**CITY COMMISSION  
STAFF REPORT**

**DEPARTMENT:** Utilities Department

**DATE:** January 9, 2024

**SUBJECT:** Motion to approve and authorize Task Order 2023-02 issued to Hazen & Sawyer in the amount not to exceed \$170,000 for Vulnerability Assessment of City’s critical assets as required in the Florida Department of Environmental Protection Grant, Agreement No. 23PLN78 subject to the final signoffs. - **Utilities**

**CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval and authorization to issue Task Order 2023-02 to Hazen & Sawyer (Hazen) in the amount not to exceed \$170,000 for Vulnerability Assessment of City’s critical assets as required in the Florida Department of Environmental Protection (DEP) Grant, Agreement No. 23PLN78 subject to the final signoffs.

**BACKGROUND OF ITEM:**

Hazen is one of the three (3) consultants selected through City’s RFQ No. 2020-1 and approved by the City Commission on June 8, 2021 after meeting the requirements of Florida Statute (FS) 287.055, commonly known as Consultants’ Competitive Negotiation Act (CCNA). Pursuant to FS 287.055(2)(g), a consultant selected through the CCNA process, can be awarded a “continuing contract” for professional services for each individual study in an amount not to exceed \$500,000 without any additional competition.

Hazen is performing a similar assessment for Broward County, and their familiarity with the City’s utility system and long history of working with the City staff makes them best suited for this project.


**FISCAL IMPACT:**

Hazen’s Task Order 2023-02 will be funded entirely by the grant monies and will be available after the aforementioned Agreement is signed off by the DEP.

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Prior Requested Amount</u>	<u>New Request Amount</u>	<u>Remaining Amount</u>
<b>Account to be created</b>	\$0	\$0	\$170,000	0

**ATTACHMENTS:**

1. Exhibit A – Task Order 2023-02 with Cost Proposal
2. Exhibit B - Florida Department of Environmental Protection Grant Agreement, 23PLN78
3. Original Professional Agreement with Hazen and Sawyer  
[https://coopercityfl-my.sharepoint.com/:f:/g/personal/jmontoya\\_coopercity\\_gov/EpOH2IKHNLxFgqshI03N4o8BEZz9bvzoFNyndHVeB7hcw?e=Rfd2k0](https://coopercityfl-my.sharepoint.com/:f:/g/personal/jmontoya_coopercity_gov/EpOH2IKHNLxFgqshI03N4o8BEZz9bvzoFNyndHVeB7hcw?e=Rfd2k0)
4. Vendor Compliance

Workflow History 			
User	Task	Action	Date/Time
Montoya, Jenna	NEW ITEM: Not Yet Routed	Route to Purchasing	12/19/23 08:25 AM
Dodgen, Brandon	Assigned to Purchasing	COMPLETE: Forward to ...	12/22/23 03:08 PM
Allen, Tedra	Assigned to City Clerk	Route to Budget	12/29/23 10:55 AM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to ...	12/29/23 12:40 PM
<i>Uploaded staff report with updated Fiscal Impact Section. New GL number will be created upon grant award.</i>			
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	01/03/24 01:50 PM
Allen, Tedra	END WORKFLOW - APPROVED		01/04/24 04:13 PM



**EXHIBIT A**  
**CITY OF COOPER CITY**  
**FLOOD VULNERABILITY ASSESSMENT**  
**TASK ORDER No. 2023-02**  
**SCOPE OF SERVICES**  
**DECEMBER 18, 2023**

**PROJECT BACKGROUND**

The City of Cooper City (CITY) has requested the services of Hazen and Sawyer (CONSULTANT) to prepare a Vulnerability Assessment (VA) to identify flood vulnerabilities by conducting exposure and sensitivities analyses. Identification of flooding vulnerabilities is the first step in increasing protection of critical infrastructure throughout the CITY. The CITY intends to submit grant applications from the Resilient Florida Grant Program, amongst others, to support the recommendations resulting from this effort.

This task order will require the CONSULTANT to provide the services as required in the attached Florida DEP Grant Agreement, No. 23PLN78 with the CITY to deliver the following:

- Collection and organization of background data including critical/regionally significant assets inventory, topographic data, and flood scenario-related data.
- Utilization of an existing county-wide hydrologic & hydraulic stormwater model aligning with scenarios/simulations required by s. 380.093, F.S. The model will simulate existing conditions including stormwater infrastructure, using current and future boundary conditions, including future projected climatological conditions to include planning horizons for years 2040 and 2070.
- Development of a vulnerability assessment that will include reports, maps and tables presenting results from the exposure and sensitivity analyses in a standardized form to align with the requirements of s. 380.093, F.S.

**VULNERABILITY ASSESSMENT**

**Task No. 1 – Kick-off Meeting**

The CONSULTANT will schedule the kick-off meeting to develop an overall project management plan and to address initial actions. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables. The kick-off meeting will be hosted by the CITY. Prior to the meeting, the CONSULTANT will prepare the sign-in sheet, draft project schedule and other meeting materials, as necessary.

**Task No. 1 Deliverables:**

- Kick-off meeting agenda including location, date and time of meeting and copies of all materials created for the meeting.
- Kick-off meeting minutes documenting decisions agreed upon and outcomes of the meeting, to be submitted for review and approval by the CITY and sign-in sheets with attendee names and affiliation.

**Task No. 2 – Conduct Initial Public Outreach****Subtask No. 2.1 – Public Outreach Meeting #1**

The CONSULTANT will, in coordination with the CITY, conduct an initial public outreach meeting to allow the public to provide input regarding preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The CONSULTANT will be responsible for preparing all presentations, graphics, and other materials utilized during the meeting, based on prior approval from the CITY. The CITY will prepare social media notifications and meeting invitations. Public outreach will be conducted during the data collection stages of the project. Including public outreach early in the project can influence critical asset inventories, particularly when it comes to determining the community's cultural assets. The CONSULTANT will provide a video/audio recording of public outreach meeting for the CITY to upload or share through a publicly accessible webpage to allow citizens to be involved who could not attend.

**Task No. 2 Deliverables:**

- Meeting agenda, indicating location, date, and time of meeting;
- Sign-in sheet identifying the number of citizens and county/municipality staff attendees;
- Presentation from the meeting;
- Video/audio recording of meeting;
- Summary report including attendee input and meeting outcomes;
- Copies of any presentations and graphics utilized during the conduct of the meeting.



## **Task No. 3 – Acquire Background Data**

The CONSULTANT, in coordination with the CITY, will research and compile the data needed to perform the VA, based on the requirements as defined in s. 380.093, F.S. The data collection for this project will source information pertaining to critical/regionally significant assets, topographic characteristics, and flood scenario-related data. This information will be used to evaluate the existing ground surface and stormwater infrastructure system. An initial Data Gap Analysis will help direct the data collection effort.

### **Subtask No. 3.1 – Critical/Regionally Significant Assets Inventory**

The CONSULTANT will coordinate with the CITY to identify, collect, and organize critical or regionally significant assets. The inventory will include:

- *Transportation assets and evacuation routes*, including airports, bridges, bus terminals, ports, major roadways, marinas, rail facilities, and railroad bridges.
- *Critical infrastructure*, including wastewater treatment facilities and lift stations, stormwater treatment facilities and pump stations, drinking water facilities, solid and hazardous waste facilities, military installations, communications facilities, and disaster debris management sites.
- *Critical community and emergency facilities*, including schools, colleges, universities, community centers, correctional facilities, disaster recovery centers, emergency medical service facilities, emergency operation centers, fire stations, health care facilities, hospitals, law enforcement facilities, CITY facilities, logistical staging areas, affordable public housing, risk shelter inventory, and state government facilities.
- *Natural, cultural, and historical resources*, including conservation lands, parks, shorelines, surface waters, wetlands, and historical and cultural assets.

### **Subtask No. 3.2 – Topographic Data**

The CONSULTANT will utilize best LiDAR data and derived Digital Elevation Model (DEM) available in the region as well as available survey data to best model topography, finished floor elevations and roadway crests for critical assets. The DEM used for the vulnerability assessment will be 3-meter cell size at a minimum.

### **Subtask No. 3.3 – Flood Scenario-Related Data**

The CONSULTANT will utilize the existing Broward County stormwater model developed by the CONSULTANT for the Broward County Resiliency Plan. The county-wide results from this model will be clipped to the Cooper City boundary and used for the Exposure and Sensitivity Analysis.

Aerial photography and parcel data will be obtained from the County property appraiser's office. The CONSULTANT will request on the CITY's behalf to obtain the most recent aerials and parcels from the County, along with the associated backup and metadata in support of this project.

#### **Task No. 3 Deliverables:**

- Draft of Data Collection Summary Technical Report
- Database of the data collected including the floodplain rasters, critical infrastructure and attributes collected for use in the Vulnerability Assessment (in electronic format).
- GIS metadata will incorporate a layer for each of the four asset types as defined in s. 380.093(2) 1-4, to include locations of critical asserts owned or maintained by the CITY and regionally significant assets.
- GIS files and associated metadata adhering to the FDEP Resilient Florida's GIS Data and Metadata Standards, and raw data sources will be defined within the associated metadata (see Appendix C: GIS Data Standards).

#### **Task No. 3 Assumptions:**

- GIS data provided by the CITY is sufficiently accurate to inform the vulnerability assessment. It is assumed no field survey or other verification of this information will be required.
- Sea level rise projection data will include NOAA's most recent intermediate-high and intermediate-low projections for 2040 and 2070.

Hydraulic modeling data and results will be acquired from the *Broward Countywide Risk Assessment and Resiliency Plan*.

### **Task No. 4 – Draft Vulnerability Assessment**

#### **Subtask No. 4.1 – Exposure Analysis**

The CONSULTANT will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, rainfall, and/or compound flood scenario. As defined in s. 380.093, F.S., the water surface depths (i.e., flood scenarios) used to evaluate assets will include the following data:

- Tidal flooding, including future high tide flooding, which will use thresholds published

and provided by FDEP. The analysis will also geographically display the number of tidal flood days expected for each scenario and planning horizon.

- Current and future storm surge flooding, using the 2017 NOAA projections. The analyses will include the Intermediate Low and Intermediate High scenarios as defined by NOAA along with FEMA storm surge data.
- Rainfall-induced flooding using spatiotemporal analysis or hydrologic and hydraulic modeling results. Future boundary conditions will be modified to consider sea-level rise and high tide conditions. The 100 year 24 hour design storm will be used.
- Compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding.

As defined in s. 380.093, F.S., the following scenarios and standards should be used for the exposure analysis:

- All analyses performed in North American Vertical Datum of 1988 (NAVD88).
- Two local sea-level rise scenarios, including the 2017 NOAA Intermediate-Low and Intermediate-High sea-level rise projections.
- Planning horizons for the years 2040 and 2070.
- Local sea level data that has been interpolated between the two closest NOAA tide gauges. Local sea level data may be taken from one such gauge if the gauge has higher mean sea level.
- Encompassing entire municipality/county and including all critical assets owned or maintained by the municipality/county.
- The exposure analysis will use the most recent publicly available DEM which meets the defined minimum standard of 3-meter cell size.
- The existing modeling scenarios that meet the requirements listed above are summarized in the table below:



**Hydrologic – Hydraulic Modeling Scenarios to be used in the Vulnerability Assessment**

Scenario No.	Rainfall	Sea Level Rise Projection	Planning Horizon	Tidal Condition
VA-3	100-yr	N/A	2021- Current	Normal High Tide
VA-6	100-yr	2017 NOAA Intermediate Low	2040	
VA-9	100-yr	2017 NOAA Intermediate High		
VA-12	100-yr	2017 NOAA Intermediate Low	2070	
VA-15	100-yr	2017 NOAA Intermediate High		
VA-18	100-yr	N/A	2021- Current	
VA-21	100-yr	2017 NOAA Intermediate Low	2040	
VA-24	100-yr	2017 NOAA Intermediate High		
VA-27	100-yr	2017 NOAA Intermediate Low	2070	
VA-30	100-yr	2017 NOAA Intermediate High		



**Subtask No. 4.2 – Sensitivity Analysis**

The CONSULTANT will perform a sensitivity analysis to measure the impact of flooding on assets, applying the data from the exposure analysis to the inventory of critical assets created in the previous task. The analysis will include an evaluation of the impact of flood severity on each asset type at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

**Task No. 4.2 Deliverables:**

- Draft Vulnerability Assessment documenting the modeling process, type of models utilized and resulting tables and maps illustrating flood depths for each flood scenario as well as findings of the exposure analysis and the sensitivity analysis, including visual presentation of the data via maps and tables, based on the statutory scenarios and standards. Accompanying report maps and tables should use the terminology and color coding from Table 6 of the *Standardized Vulnerability Assessment: Scope of Work Guidance May 2022* to illustrate the extent of flooding.
- GIS files with results of exposure analysis for each flood scenario, with appropriate metadata identifying the methods used to create the flood layers. GIS files and associated metadata adhering to FDEP Resilient Florida’s GIS Data and Metadata Standards (see Appendix C: GIS Data Standards).
- List of critical and regionally significant assets that are impacted by flooding and sea-level rise, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by.

**Subtask No. 4.3 – Public Outreach Meeting #2**

The CONSULTANT will, in coordination with the CITY, conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft Vulnerability Assessment. The purpose of this meeting is to allow the public to provide community-specific input on the results of the analysis and to reconsider methodologies and assumptions used in the analysis. Additionally, during this meeting, the CONSULTANT will conduct exercises to encourage the public to prioritize focus areas of flooding and the critical assets in preparation for the development of adaptation strategies and project development. Criteria will be established to guide the public’s input for the selection of focus areas. The CONSULTANT will be responsible for preparing all presentations, graphics and other materials utilized during the meeting, based on prior approval from the CITY. The CITY will prepare social media notifications and meeting invitations. The CONSULTANT will provide a video/audio recording of public outreach meeting for the CITY to upload or share through a publicly accessible webpage to allow citizens to be involved who could not attend.



**Subtask No. 4.3 Deliverables:**

- Meeting agenda, indicating location, date, and time of meeting;
- sign-in sheet identifying the number of citizens, and county/municipality staff attendees;
- presentation from the meeting;
- video/audio recording of meeting;
- summary report including attendee input and meeting outcomes;
- copies of any presentations and graphics utilized during the conduct of the meeting.

**Subtask No. 4.4 – Identify Focus Areas**

Based on the results of the second Public Outreach Meeting, the CONSULTANT will identify critical focus areas, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, a community may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies.

**Subtask No. 4.4 Deliverables:**

- A report summarizing the areas identified as focus areas, with justification for choosing each area;
- tables listing each focus area with any critical assets that are contained inside the focus area;
- maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study, and
- GIS files illustrating geographic boundaries of the identified focus areas.

**Task No. 5 – Final Vulnerability Assessment**

**Subtask No. 5.1 – Report, Maps, and Tables**

Based upon input from the Public Outreach efforts, as well as the CITY, the CONSULTANT will further develop, refine, and finalize the Vulnerability Assessment per the guidelines in s. 380.093, F.S., including identification of focus areas.

The final Vulnerability Assessment will include results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It will include a list of critical and regionally significant assets that are impacted by flooding and sea-level rise,



specifying for each asset the flood scenario(s) impacting the asset.

**Subtask No. 5.1 Deliverables:**

- Final Vulnerability Assessment Report detailing the findings, including illustrations via maps and tables, based on the statutory scenarios and standards outlined in the Technical Standards Guidance;
- Final list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by.
- Completed Vulnerability Assessment Compliance Checklist (See Appendix E: Vulnerability Assessment Compliance Checklist)

**Subtask No. 5.2 – Public Presentation**

The CONSULTANT will present the final Vulnerability Assessment results to local governing boards, technical committees, or other appropriate officers or elected officials. The purpose of this presentation is to share the findings from the final Vulnerability Assessment and recommend actions for adaptation strategies and project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The CONSULTANT will be responsible for preparing all presentations, graphics, and other materials utilized during the meeting, based on prior approval from the CITY. The CITY will prepare social media notifications and meeting invitations.

**Subtask No. 5.2 Deliverables:**

- Meeting agenda, indicating location, date, and time of meeting;
- sign-in sheet identifying the number of citizens, and county/municipality staff attendees;
- presentation from the meeting;
- video/audio recording of meeting;
- summary report including attendee input and meeting outcomes;
- copies of any presentations and graphics utilized during the conduct of the meeting.

**SCHEDULE**

The CONSULTANT will perform the services identified in Tasks 1 – 5 within 365 days of the written Notice to Proceed.



**COMPENSATION**

This project will be performed by the CONSULTANT for the lump sum costs shown below. The CONSULTANT will bill the CITY on a percent complete basis by tasks.

Task No.	Task Title	Lump Sum Fees
<b>VULNERABILITY ASSESSMENT</b>		
1	Kick-off Meeting	\$6,267
2	Acquire Background Data	\$10,663
3	Exposure Analysis	\$30,364
4	Sensitivity Analysis	\$85,575
5	Final Vulnerability Assessment Report, Maps, and Tables	\$37,131
<b>TOTAL PART</b>		<b>\$170,000</b>

**ASSUMPTIONS**

1. The CONSULTANT will use the model previously developed for the Broward County Resiliency Plan to execute this Vulnerability Assessment.
2. This scope of work follows the Resilient Florida Program *Standardized Vulnerability Assessment: Scope of Work Guidance May 2022* as recommended by FDEP.
3. Grant tracking and reporting will be performed by CITY and/or separate consultant.
4. Stormwater improvements and master planning are not included in this effort.

**TIME OF PERFORMANCE**

- The draft vulnerability assessment will be completed with 335 days of receipt of notice to proceed. The final vulnerability assessment will be completed within 30 days of receipt of CITY comments.

**SUBMITTED BY:**

**Hazen and Sawyer**

BY: 

Janeen M. Wietgreffe, Vice President

Dated this 18th day of December 2023

**APPROVED BY:**

**CITY of Cooper CITY**

BY: \_\_\_\_\_

Ryan Eggleston , CITY Manager

Dated this \_\_\_ day of \_\_\_\_\_, 2023



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): City of Cooper City Vulnerability Assessment Agreement Number: 23PLN78

2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)

Grantee Name: City of Cooper City Entity Type: Local Government
Grantee Address: 9090 SW 50 Place, Cooper City, Florida 33328 FEID: 59-6032417 (Grantee)

3. Agreement Begin Date: 7/1/2022 Date of Expiration: 6/30/2025

4. Project Number: Project Location(s): City of Cooper City, Florida

Project Description: The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, for the City of Cooper City.

Table with 4 columns: Funding Source?, Award #s or Line Item Appropriations, Amount per Source(s), and Total Amount of Funding + Grantee Match, if any.

6. Department's Grant Manager Name: Hanna Tillotson Grantee's Grant Manager Name: Raj Verma
Address: Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399
Phone: 850-245-7540 Email: Hanna.Tillotson@FloridaDEP.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
Attachment 2: Special Terms and Conditions
Attachment 3: Grant Work Plan
Attachment 4: Public Records Requirements
Attachment 5: Special Audit Requirements
Attachment 6: Program-Specific Requirements
Attachment 7: Grant Award Terms (Federal)
Attachment 8: Federal Regulations and Terms (Federal)
Exhibit A: Progress Report Form
Exhibit C: Payment Request Summary Form
Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

**City of Cooper City**

**GRANTEE**

By \_\_\_\_\_  
(Authorized Signature) Date Signed

**Ryan Eggleston, City Manager**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
Secretary or Designee Date Signed

**Alex Reed, Director of the Office of Resilience and Coastal Protection**

Print Name and Title of Person Signing

Additional signatures attached on separate page.





**CITY COMMISSION  
STAFF REPORT**

**DEPARTMENT:** Administration

**DATE:** April 30, 2024

**SUBJECT:** General Employees Pension Plan Appointment

**BACKGROUND OF ITEM:**

Van Szeto was originally appointed to the General Employees Pension Plan in February of 2021. The City code states all trustees shall serve a term of two years. The City Manager is reappointing Van Szeto to the General Employees Pension Plan.



**Broward Sheriff's Office  
Cooper City District  
10580 Stirling Rd.  
Cooper City, FL 33026**

**EXTERNAL MEMO**

Date: 04-17-24

CD24-006

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 April 30, 2024

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. **FASRO Grant** – I am pleased to share that we were selected to send two of our School Resource Deputies to the annual FASRO conference (July 15<sup>th</sup> – 19<sup>th</sup>), which will be paid for via grant funds. This state conference provides the most advanced and comprehensive training for school-based police, helping to ensure our SRDs are equipped with the best practices to keep our schools safe.
- b. **Aggressive Driving Operations** – the traffic team has been focusing on our interior roadways this month, issuing citations within communities where most violators are the actual resident(s). The frequent violation observed is a failure to stop at designated areas. The most blatant of violators disregard stop signs altogether, creating a serious public safety concern. We remind our residents to slow down, obey all traffic control devices, and yield to pedestrians where required. Further, a reminder that cyclists are required to obey traffic laws, if in the roadway.

**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.

**III. Crime Report**

- a. **LPR Investigative Lead** – recently, one of our commercial plazas was the target of a burglary conveyance. Thankfully, investigative leads were found via historical intelligence from our **Cooper City RTCC**. This information has identified a person-of-interest; of whom our investigators are now pursuing a case against.
- b. **Gym PSA** – a public service announcement for our gym patrons, it is important to **remove all belongings from your vehicle** before entering the facility to workout. Most gyms, if not all, have adequate space and lockers to safely store your belongings. While our citywide technology helped in the above case, crime prevention steps, such as removing belongings from a parked car, may have averted the crime altogether. Prevention beats crime.
- c. **STARS Program**: the STARS grant program officially opened for applicants January 1, 2024. It is listed on the city’s website and has been actively shared with our community partners. To date, we have received fourteen grant applications.

**IV. Community Involvement / Misc. Report**

- a. **Passover** – my team and I would also like to wish our Jewish neighbors a safe and meaningful Passover observance. Our deputies will be conducting extra patrols in and around our religious institutions during this holy day / week to ensure the safety of our community (April 22<sup>nd</sup>-30<sup>th</sup>).
- b. **Autism Mystery Dinner** – on Tuesday, April 23<sup>rd</sup>, we will be hosting a new initiative, along with our NST partners, to reach out to our autistic community. This event will be an interactive, sensory friendly way to connect with our autistic residents to build relationships consistent with the City’s designation as an “Autism Friendly” place to live, work, and play.
- c. **BSO CARES Program** – A reminder to our residents with developmental disorders, BSO has a special registry where you can voluntarily share your information with your local law enforcement team. Here’s how it works:
  - i. Participants provide important information about the person with developmental disorders. (The information provided is intended for informational purposes only.)
  - ii. Once a person has been registered, an entry will be made in the BSO Computer Aided Dispatch System.
  - iii. Each person registered will be given an Information Card, which will include the information provided about them that will help emergency responders serve them better when the need arises.
  - iv. This is only valid for one year. Annual registration is required.

- d. **“Scent Kits”** – the BSO Cooper City team has created new “scent kits” to help safeguard our residents with a history of eloping, e.g. dementia, ASD. The kit comes with the necessary items and instructions to help you safely store an unadulterated scent of your loved one, which may be safely stored in your freezer for up to one year. In the event your loved one elopes, the kit can be given to our dedicated K-9 / bloodhound handler to help find them.
- e. **Special Olympics Torch Run** – my team and I will be representing Cooper City at the annual Torch Run on April 24<sup>th</sup>. Overall, our team with the support of the city helped raise nearly \$5000 for this noble cause.

**V. Vacancy Report**

- a. As of the date of this report, I have two sworn vacancies and no non-sworn vacancies.



**Broward Sheriff's Office  
Cooper City District  
10550 Stirling Rd.  
Cooper City, FL 33026**

**EXTERNAL MEMO**

Date: 04-15-24

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 April 30, 2024

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 for April 1-15.**

- a. Total Fire Related Incidents 027
- b. Total Medical Related Incidents 093
- c. Total Incidents 120

Fastest Unit Response/Mutual Aid calls for April 1-15. Cooper City has responded outside its jurisdiction 11 times and has received outside emergency assistance 07 times.

The breakdown for each city is as follows:

	Pembroke Pines	Hollywood	Davie
BSO/Cooper City Responded outside its jurisdiction	06	00	05
Outside agencies responded to Cooper City	01	00	06



## II. Incident Response Summary for April 1-15.

Total responses	Incident responses < 6 min.	Incident responses 6 – 9 min.	Outliers > 9 min.	Incident responses canceled enroute
120	75	27	03	15

Fastest Response Time: 01:34 min.

Longest Response Time: 09:30 min.

Average Response Time: 05:18 min.

### OUTLIERS:

The outliers above represent a small percentage of the total responses. Outliers occur for several reasons, and those reasons vary with each call.

Besides Station 28 units responding from another call, they can also be responding from the hospital or another jurisdiction (as part of the fastest unit response agreement), all of which can result in an outlier. This month reflects the fastest unit response of 1 minute 34 seconds. This was a medical incident at the police jail located at 10580 Stirling Road. The responding apparatus, R28, responded Code 3 (lights and sirens) from Station 28. The longest response time was 9 minutes, 30 seconds. This medical incident was a Code 3 response by R228 from the fire station to a residence located at 8441 NW 38 Street.

Outliers are not isolated to Cooper City; they occur in all fire departments regardless of jurisdiction. Outliers are also not new to Cooper City as they have always existed. This is not a new issue or a BSO issue. This is an issue that exists in every city no matter who is providing fire/rescue services.

As I have previously discussed with the former City Manager, current City Manager, and the City Commission, I believe that the main reason for outliers is distance. Station 28 covers 8.5 square miles which is one of the largest areas covered by any one fire station in Broward County. The average square mile coverage area per fire station is between 4 or 5 square miles. Some of the coverage areas per fire station in Broward County are as follows: 5.6 square miles for Pembroke Pines, 5.8 square miles for Davie, 5.4 square miles for Weston, 3.8 square miles for Lauderdale Lakes, 3.7 square miles for West Park/Pembroke Park, 2.0 square miles for Hallandale, and 4.0 square miles for Dania Beach. There are similar coverage areas for the remaining fire stations in Broward County; however, no fire station covers as large an area as Cooper City Fire Station 28.

The placement of fire stations and equipment dramatically impacts the effectiveness and efficiency of services provided by the fire department. I am proud of the current services provided by the men and women of the Broward Sheriff's Office, but I am open to improving the services wherever and whenever possible. I will gladly assist the City Manager and the City Commission in discussing potential projects toward improving the fire rescue services for the residents and businesses within Cooper City.

### III. Fire Apparatus/Station Report

The Fire Hydrant flushing project is in progress for 2024.

Total Hydrants:	1231
Flushed Hydrants:	306
Out-of-Service Hydrants:	1
Pending:	924

### IV. Apparatus Service Days for April 1-15.

Unit	In-service days	Out-of-service days	Comments
Q28	15	0	
E28	15	0	
R28	15	0	
R228	15	0	
DC28	6	9	Mechanical Repairs

Per the REV representative, Cooper City's new rescue vehicle will start production in June 2024, with a delivery date of September 2024.

Cooper City's Quint still has a delivery date of August 2025.

### V. Fire Prevention Report

- Fire Inspections: (FY to Date)
  - i. Total Properties 867
  - ii. Completed Inspections 436
  - iii. Percentage completed 50.3%
  
- Monthly Report for April 1-15.
  - i. Annual Fire Inspections: 044
  - ii. New Construction Insp: 004
  - iii. Plan Reviews: 008
  - iv. Re-inspections: 010
  - v. Special Events: 000

### VI. Community Outreach Report

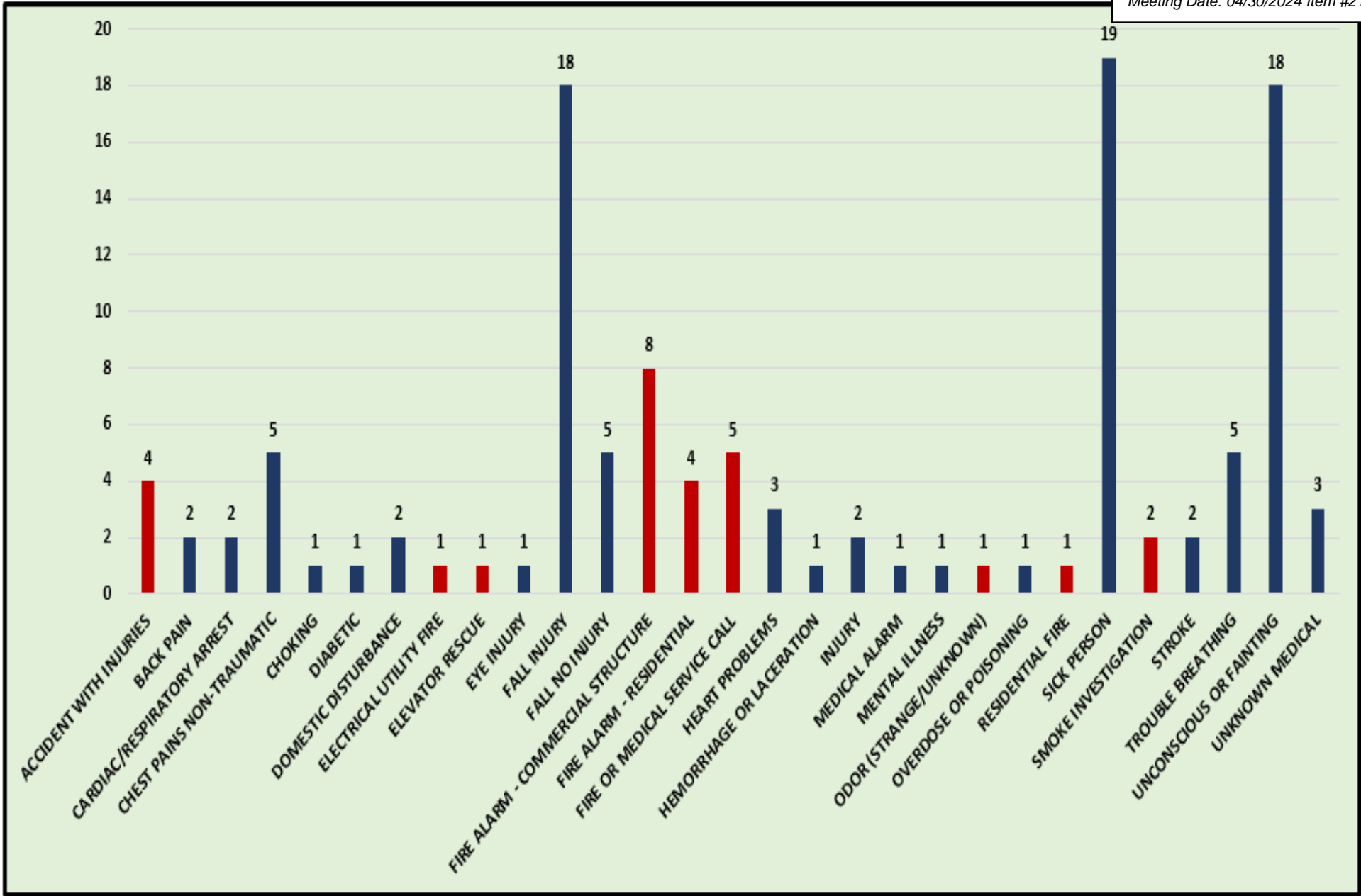
- Last month, Quint 28 had its annual aerial ladder testing performed. Quint 28 aerial ladder passed meeting manufacturer specifications.
  
- April 8-12, 2024, Hose and Ground Ladder testing was conducted at Station 28 for the suppression units in Cooper City as well as BSO contracted cities in south Broward including Weston, Hallandale, West Park, and Dania Beach. Testing was conducted by WaterWays of Central Florida. The hose and ground ladders of E28 and Q28 passed.

- April 9, 2024, BSO Life Safety Educators attended the Car Fit E helping seniors adjust various facets of a vehicle to provide for a safer driving experience.
- April 9, 2024, Dr. Lauren Fine from Nova Southeastern University gave a presentation on Blood Pressure nuances to the crew on B-shift. This completes all three shifts at station 28. Dr. Fine will be presenting at the Cooper City Community Center on June 5, 2024, along with several of her students.
- April 17, 2024, BSO Life Safety Educators attended the Autism-Friendly Business Workshop to provide Autism Awareness to local businesses.
- April 18-19, 2024, Cooper City High School firefighter scholarship applicants are being interviewed at station 28. Scholarship awards will be presented on May 13, 2024, at 6:00 pm in the school's auditorium.
- April 25, 2024, Broward Fire Academy will be conducting Confined Space Entry Training at station 28. This training consists of firefighters entering a storm drain and crawling through the culvert piping to the catch basin approximately 50 feet away. At this point a victim is found, backboarded, removed through the culvert piping, and exited at the storm drain point of entry.
- April 27, 2024, Autism Awareness Day will occur at station 28. There will be specialized public safety vehicles, vendors, giveaways, and snacks.
- CERT is continuing to canvas the businesses within Cooper City to see which businesses maintain an AED on-site. CERT will obtain pertinent information from the AEDs so that they may be installed into the PulsePoint AED app.

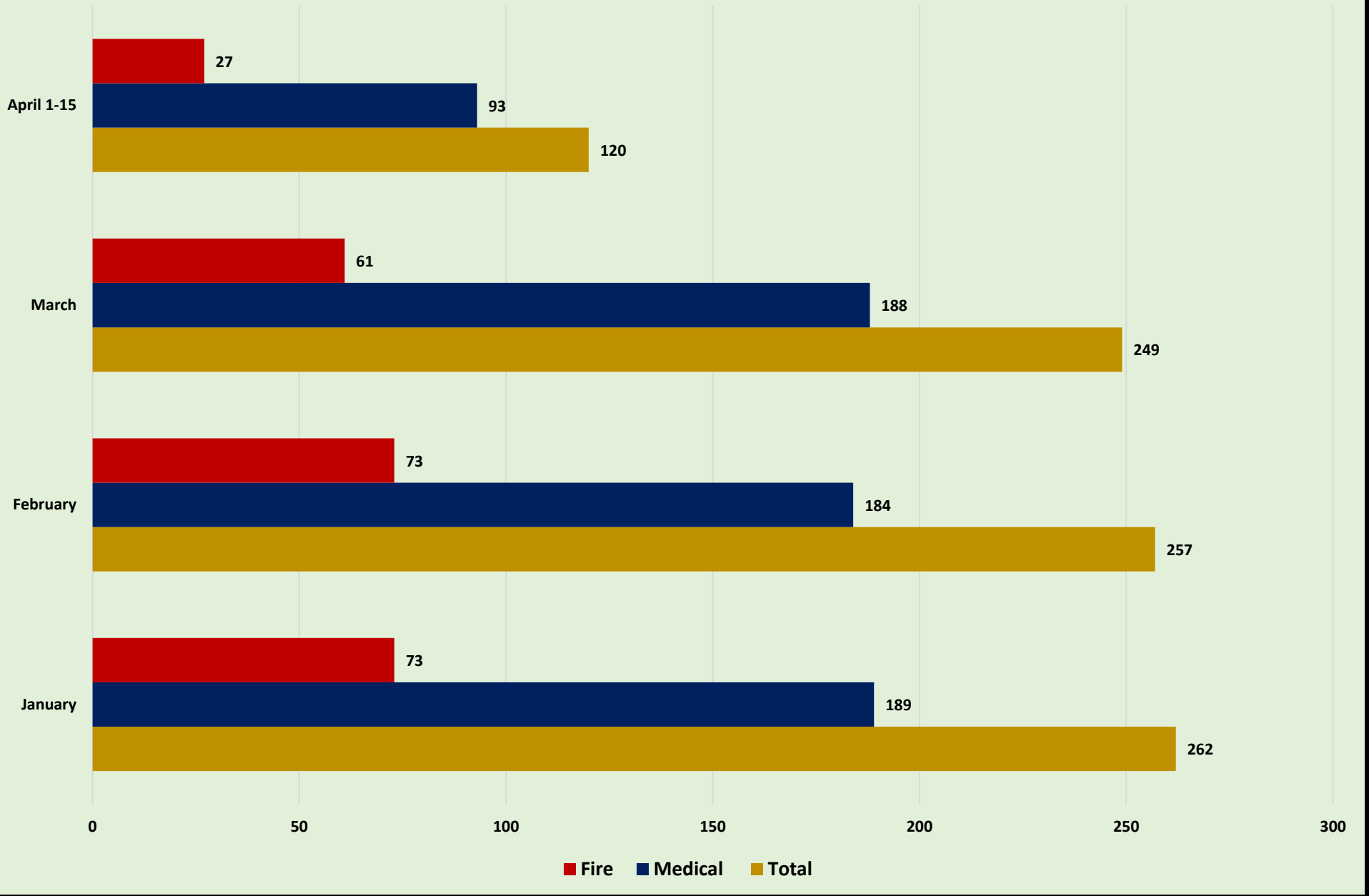
## **FIRE HYDRANT DESIGN UPDATE:**

I have met with representatives from 5 schools and the utility 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 at a discounted rate.

- To date, Franklin Academy fire hydrant designs have been completed. Pictures have been forwarded to Mike Cobelo for posting in the newsletter/website.
- Currently, the students at Embassy Creek Elementary and Pioneer Middle School have completed their hydrant designs. Pictures have been forwarded to Mike Cobelo for posting.
- Cooper City High School will be next for the students to paint their designs.
- The Cooper City teen council will be painting their hydrant designs on the fire hydrants surrounding Memorial Park and City Hall. Brandon Zickar will be coordinating this project and I will provide the teens with the paint and supplies.
- I will be working with the remaining schools to establish a schedule for their students to participate in the program. The staff and students at all the schools I met with are very enthusiastic about this program. I am looking forward to this initial program being a success and then we will consider a possible expansion of this program.

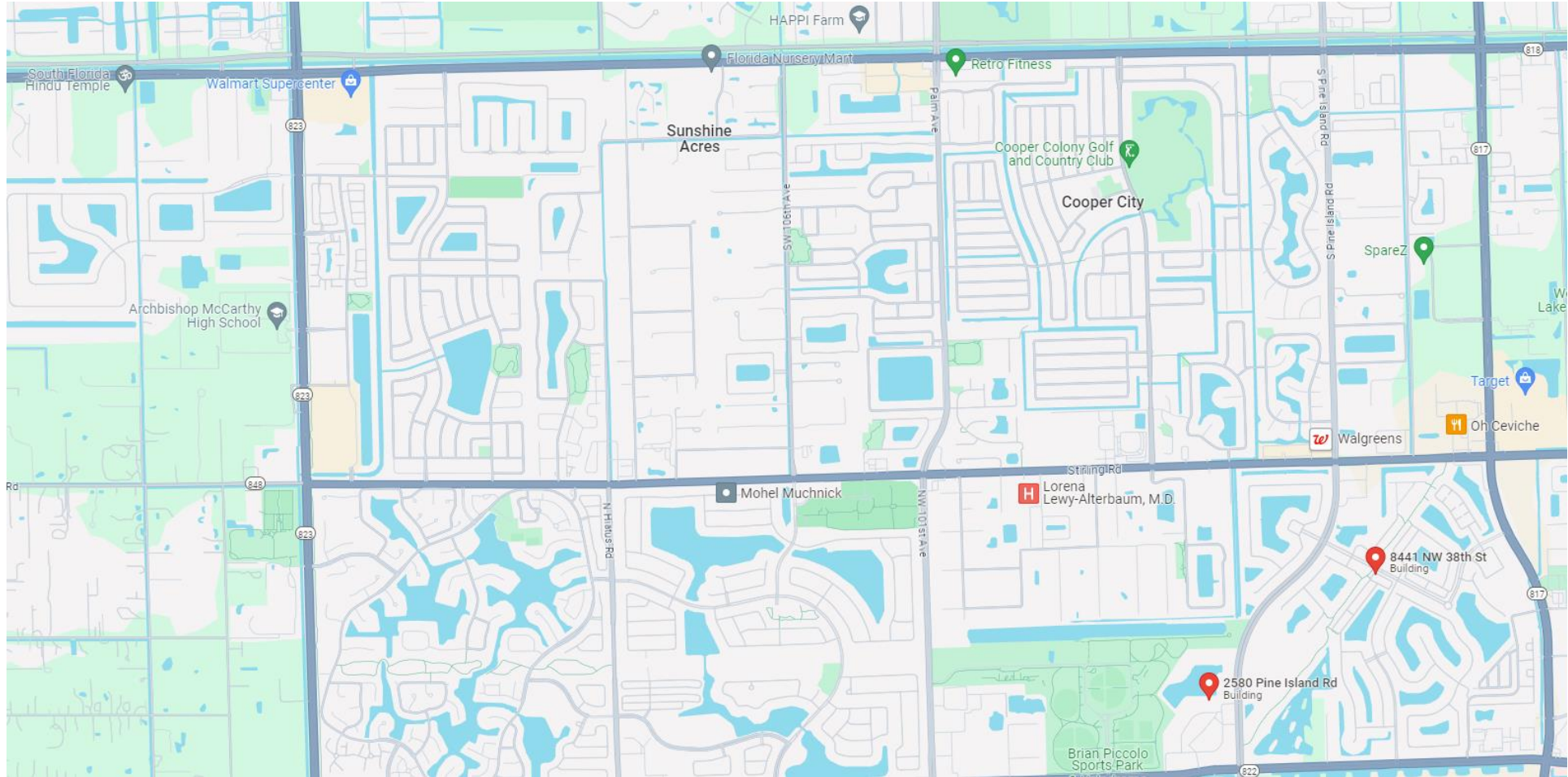


### Monthly Fire and Medical Call Volumes



# OUTLIERS

Meeting Date: 04/30/2024 Item #21.



Address	Response time	Occupancy Type
2580 Pine Island Road	09:23	Adult Living Facility
8441 NW 38 Street	09:28	Residence