CITY OF COOPER CITY

CITY COMMISSION REGULAR MEETING

Tuesday, December 12, 2023 at 6:30 PM
City Hall Auditorium | 9090 SW 50th Place

AGENDA

PLEDGE OF ALLEGIANCE - Girl Scout Troop #14218

ROLL CALL

DECORUM - Jacob Horowitz, City Attorney

CHANGES TO AGENDA/EMERGENCY MATTERS

PROCLAMATIONS/PRESENTATIONS

1. Cooper City Water-Smart Community Designation – **Morgan Flynn, Broward County Health Department**
2. Proclamation - Rick Case BIKES FOR KIDS
3. Traffic Calming Study Presentation - **The Corradino Group**
4. Pet Adoption - **Commissioner Mallozzi**

PUBLIC SPEAKING

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

LAND DEVELOPMENT MATTERS

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

Ordinances On Second Reading | *Public Hearing*

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

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

BOARD/ADMINISTRATIVE REPORTS

6. Appointment to the Recreation Advisory Board – **Mayor Ross**

CONSENT AGENDA

Minutes

7. November 14, 2023 Regular Commission Meeting Minutes
8. November 28, 2023 Special Commission Meeting Minutes

Resolutions

9. **Resolution 23-21 (Public Works)**

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE AGREEMENT BETWEEN DISH WIRELESS LLC AND THE CITY OF COOPER CITY FOR ONE HUNDRED FIFTY (150) FEET OF GROUND SPACE AT THE TELECOMMUNICATIONS TOWER ON CITY-OWNED PROPERTY LOCATED AT 10300 STIRLING ROAD; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

10. **Resolution 23-30 (Finance/IT Technology)**

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, ADOPTING CYBERSECURITY STANDARDS IN COMPLIANCE WITH SECTION 282.3185(4)(A), F.S.; DELEGATING ALL CYBERSECURITY AUTHORITY TO THE CITY MANAGER, AND AUTHORIZING THE CITY MANAGER TO RESPOND TO CYBER THREATS AND TAKE APPROPRIATE ACTION AS NEEDED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

11. **Resolution 23-31 - (Parks and Recreation)**

    A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE YEAR 49 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT FOR THE SENIOR TRANSPORTATION SERVICES, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; 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

12. Motion to approve a current letter of support to the Broward County School Board asking that the Children residing in the Country Glen Development be given choice to attend Pioneer Middle School **Commissioner Mallozzi**

13. Motion to approve and authorize sole-source purchase of two sodium hypochlorite triplex skids from TriNova Inc. as an authorized single source representative of ProMinent Fluid Controls, Inc., the manufacturer, in the amount not to exceed $80,433.11 to replace the existing skids of City's water and wastewater treatment plants. - **Utilities**

14. Motion to approve and authorize a purchase of new Single Turner Valve Maintenance Trailer for Utilities Department from E.H. WACHS, using National Purchasing Cooperative BuyBoard Contract 684-22 for Utility Equipment, in the amount not to exceed $84,130.39. - **Utilities**

15. Motion to approve and authorize the award of Bid, ITB 2023-4-UTL, Odor Control Chemicals, to the lowest, responsive and responsible bidder, Momar, Inc., and enter into an agreement for the purchase of odor control chemicals for the wastewater treatment plant in the amount not to exceed $26,268.00. - **Utilities**

16. Motion to Approve a Sixth Amendment to agreement with John M. Perez to administer programs funded by the American Rescue Plan Act (ARPA) of 2021 and approval of appropriation of funds. - **Administration**

REGULAR AGENDA

17. Discussion and possible action revising Sec. 23-104.1. - Pharmacies, medical offices or clinics, and medical or dental laboratories - Location restrictions of the City's Code of Ordinances. – **Commissioner Shrouder**

18. Discussion and possible action regarding chain link fence accompaniments, including but not limited to slats, to provide for a waiver in the event of a windstorm or other weather-related incidents. **Commissioner Mallozzi**

19. Discussion and possible action regarding mold in the Cooper City Fire Station. – **Commissioner Mallozzi**

20. Purchase and installation of heaters/chillers from Symbiont Services Corporation. – **Parks and Recreation**

21. Memorandum of Understanding between the City and Optimist Club of Cooper City for the sand purchase at the volleyball courts located in the Suellen H. Fardelmann Sports Complex - **Parks and Recreation**

ORDINANCES ON FIRST READING

22. **Ordinance No. 23 -27 (Finance)**

    AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 2023-20, ADOPTED ON SEPTEMBER 26, 2023 ; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, AND THAT THE BUDGET BE INCREASED IN THE AMOUNT OF $537,837.00; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

23. **Ordinance 23-28 (Commission)**

    AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 5 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "ANIMALS AND FOWL;" BY SPECIFICALLY AMENDING ARTICLE I, ENTITLED "IN GENERAL," BY CREATING SECTION 5-5, TO BE ENTITLED "KEEPING OF ROOSTERS;" PROHIBITING THE KEEPING OF ROOSTERS IN RESIDENTIAL ZONING DISTRICTS IN THE CITY; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR

CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. – **Commissioner Mallozzi**

24. **Ordinance 23-29 (Administration)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES BY AMENDING CHAPTER 13, ENTITLED "PUBLIC SAFETY," AMENDING ARTICLE VI, ENTITLED "CODE ENFORCEMENT," BY SPECIFICALLY AMENDING SECTION 13-65, ENTITLED "SPECIAL MAGISTRATE SYSTEM CREATED; QUALIFICATIONS; TERMS; REMOVAL;" AMENDING THE CITY'S PROCEDURES FOR ENGAGING AND REMOVING THE CITY'S SPECIAL MAGISTRATES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

25. **Ordinance 23-30 (Administration)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE FRANCHISE AGREEMENT WITH COASTAL WASTE & RECYCLING OF FLORIDA, INC. ("COASTAL") FOR RESIDENTIAL SOLID WASTE AND RECYCLING HAULING SERVICES, ATTACHED HERETO AS EXHIBIT "A" (THE "AGREEMENT"); GRANTING AN EXCLUSIVE FRANCHISE TO COASTAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT; AUTHORIZING AND DIRECTING THE CITY MANAGER TO FINALIZE AND EXECUTE THE FRANCHISE AGREEMENT BETWEEN THE CITY AND COASTAL; AND PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.

26. **Ordinance 23-31 (Administration)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE FRANCHISE AGREEMENT WITH EASTERN WASTE SYSTEMS, INC. ("EWS") FOR BULK WASTE/TRASH AND BULK YARD WASTE COLLECTION SERVICES, ATTACHED HERETO AS EXHIBIT "A" (THE "AGREEMENT"); GRANTING AN EXCLUSIVE FRANCHISE TO EWS PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT; AUTHORIZING AND DIRECTING THE CITY MANAGER TO FINALIZE AND EXECUTE THE FRANCHISE AGREEMENT BETWEEN THE CITY AND EWS; AND PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.

27. **Resolution 23-32 (Parks and Recreation)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 12 OF THE CITY'S CODE OF ORDINANCES, ENTITLED, "PARKS AND RECREATION;" BY SPECIFICALLY AMENDING ARTICLE III, SECTION 12-46, ENTITLED "PERMITS;" REQUIRING A PERMIT FOR GATHERINGS AT CITY PARKS OF MORE THAN SEVEN (7) INDIVIDUALS; PROVIDING FOR EXCEPTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

ORDINANCES ON SECOND READING (Public Hearing)

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

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

CITY MANAGER REPORT

29. MHWAB Recommendation

CITY ATTORNEY REPORT

POLICE CHIEF'S REPORT

30. Police Chief's Report

FIRE CHIEF'S REPORT

31. Fire Chief's Report

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

ADDITIONAL PUBLIC COMMENTS (3 MINUTES)

ADJOURNMENT

ADA NOTICE

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

DECORUM

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

Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless

permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Parks and Recreation

DATE: December 12, 2023

SUBJECT: Cooper City Water-Smart Community Designation – **Morgan Flynn, Broward County Health Department**

BACKGROUND OF ITEM:
Water Smart Broward is a local county initiative designed to promote water safety and drowning prevention for Broward County Residents. It is operated in partnership with the Children's Services Council of Broward County, Broward County Parks and Recreation, and the Florida Department of Health. The mission of Water Smart Broward is to protect children from drowning fatalities and aquatic-related disabilities and injuries by promoting safer behaviors and strategic community-wide education within Broward County. One of the projects the program has been working on is the Water Smart Communities Initiative, which works with employees of municipalities to promote water safety and drowning prevention concepts and best practices at their respective local levels. Staff in Cooper City Parks and Recreation Department have worked to implement these best practices and strategies for the community.

ANALYSIS:
With the City making strides to promote more water-smart practices to the residents of Cooper City, The Florida Department of Health has designated Cooper City as a Water-Smart Community.

Office of the City Commission

Proclamation

WHEREAS, 2023 marks the 41st Anniversary of the Rick Case BIKES FOR KIDS® Program; and

WHEREAS, this program works in conjunction with the Boys and Girls Clubs and other local charities and churches to collect and distribute bicycles to deserving children in our area during the holiday season; and

WHEREAS, last year hundreds of bicycles were distributed to children in need; and

WHEREAS, BIKES FOR KIDS® hopes to increase those numbers this year; and

WHEREAS, although the spirit of giving certainly has personal rewards, the City of Cooper City wishes to reward everyone involved for a "job well done."

NOW, THEREFORE, I, GREG ROSS, Mayor of Cooper City, Broward County, Florida, and the City Commission, do hereby proclaim December 12th, 2023 as

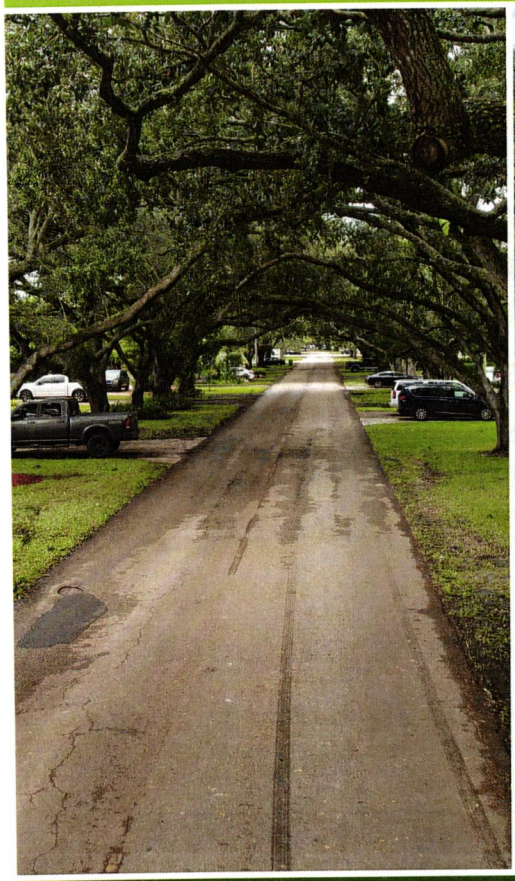
"Rick Case Bikes for Kids Day"

in the City of Cooper City.

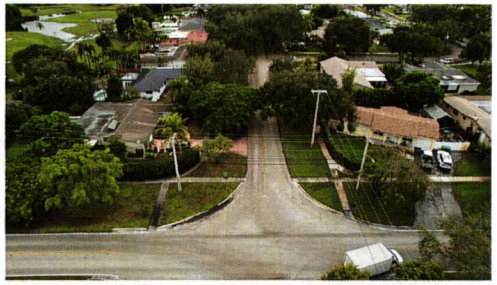
IN WITNESS WHEREOF, I have hereunto set my hand and caused the great Seal of the City of Cooper City, Broward County, Florida, to be affixed on this 12th day of December 2023.

GREG ROSS
Mayor, City of Cooper City

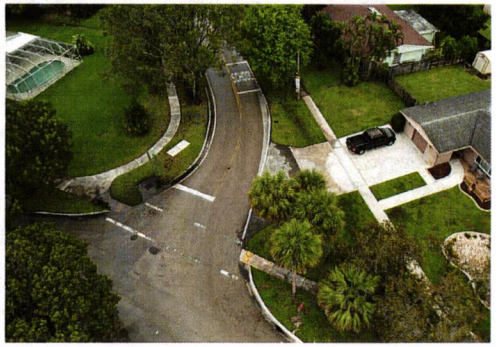
City Wide Traffic Calming Report











COOPER CITY CITY-WIDE TRAFFIC CALMING STUDY

PRESENTATION • DECEMBER 12, 2023

CITY OF Cooper City Florida

THE CORRADINO GROUP

City-Wide Traffic Calming Update (Introduction)

- Traffic Calming Study was completed along **51 corridor segments** within the City.
- The corridor segment locations were approved by City staff.
- Criteria and Standards:
  - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways. (**2018 FLORIDA GREENBOOK**).
  - City of Cooper City Code of Ordinance Article IV *Traffic Calming Devices Sec. 17-38 Public Roads*.



Traffic Data Collection & Evaluation

- 72-hour Bi-directional Speed and Volume data collected at the 51 road segment locations.
  - Traffic Data was collected between mid-May and mid-June 2023.

- 5-year Crash Review (8/01/2018 to 7/31/2023).

- Field Reviews completed along corridors with 85th Percentile Speeds that Exceed the Posted Speed.



Corridor Segments of Interest

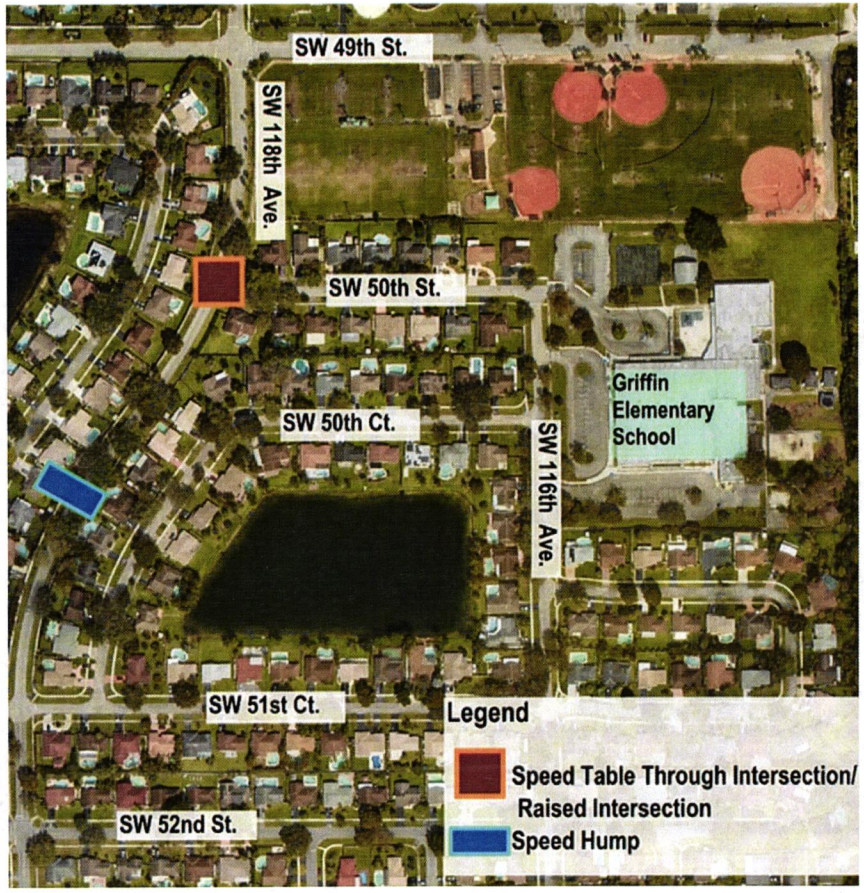
Street Name	Limits	Posted Speed	85th Percentile Speed	MPH Over 85th Percentile	Volume
SW 118th Avenue	SW 49th Street to SW 52nd Street	25	34	9	2,716
Hiatus Road	Stirling Road to SW 55th Street	30	45	15	307
Stonebridge Parkway	NE Lake Boulevard to SE Lake Boulevard	30	38	8	2,385
SW 118th Avenue	Griffin Road to SW 49th Street	25	33	8	4,229
SW 106th Avenue	Stirling Road and Griffin Road	35	47	12	5,175
SW 52nd Street	94th Avenue to SW 95th Avenue	25	27	2	3,180
Hiatus Road	Sheridan Street to NE Lake Boulevard	40	46	6	12,319

SW 118th Avenue - SW 49th Street to SW 52nd Street

Posted Speed	25 MPH
85th Percentile	34 MPH
MPH Over 85th Percentile	9
Volume	2,716

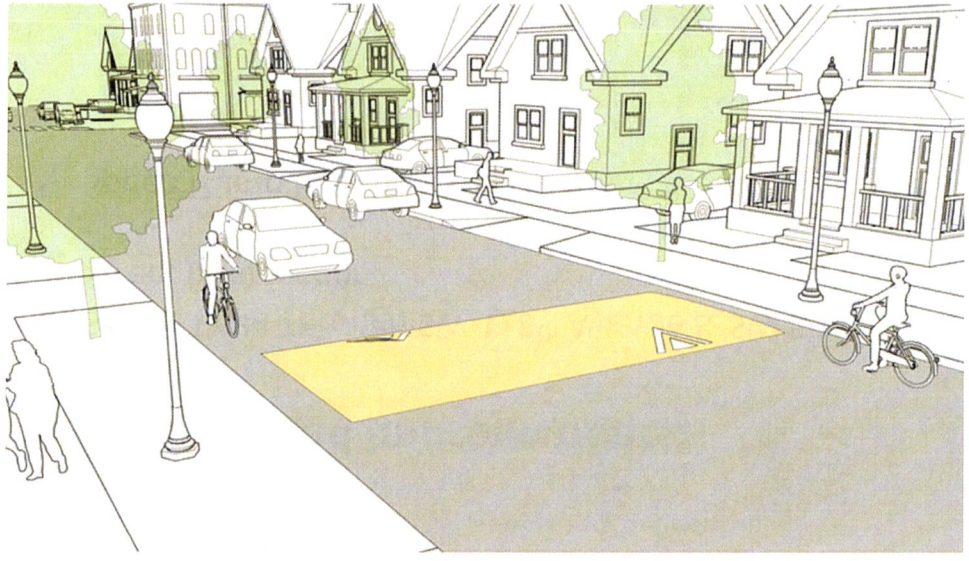
Recommended Improvements:

- Speed Table Through SW 118th Avenue & SW 50th Street Intersection
- Speed Hump Between SW 51st Court & SW 50th Street



THE CORRADINO GROUP

SW 118th Avenue - SW 49th Street to SW 52nd Street





Hiatus Road - Stirling Road to SW 55th Street

Posted Speed	30 MPH
85th Percentile	45 MPH
MPH Over 85th Percentile	15
Volume	307

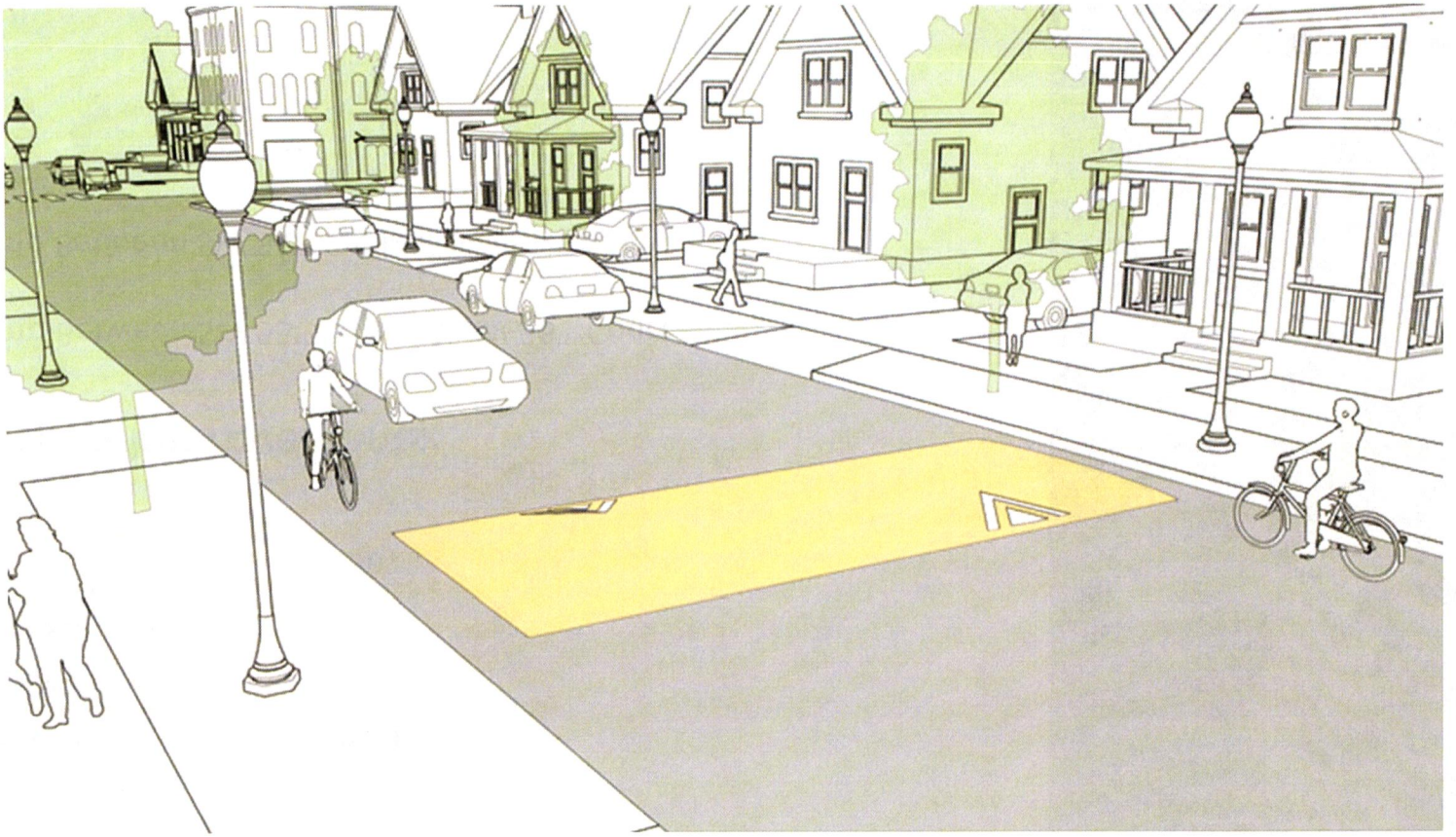
Recommended Improvements:

- Speed Hump Between SW 55th Street & SW 56th Court
- Speed Hump Between SW 57th Circle & SW 59 Street



THE CORRADINO GROUP

Hiatus Road - Stirling Road to SW 55th Street



Meeting Date: 12/12/2023 Item #3.

Stonebridge Parkway - NE Lake Boulevard to SE Lake Boulevard

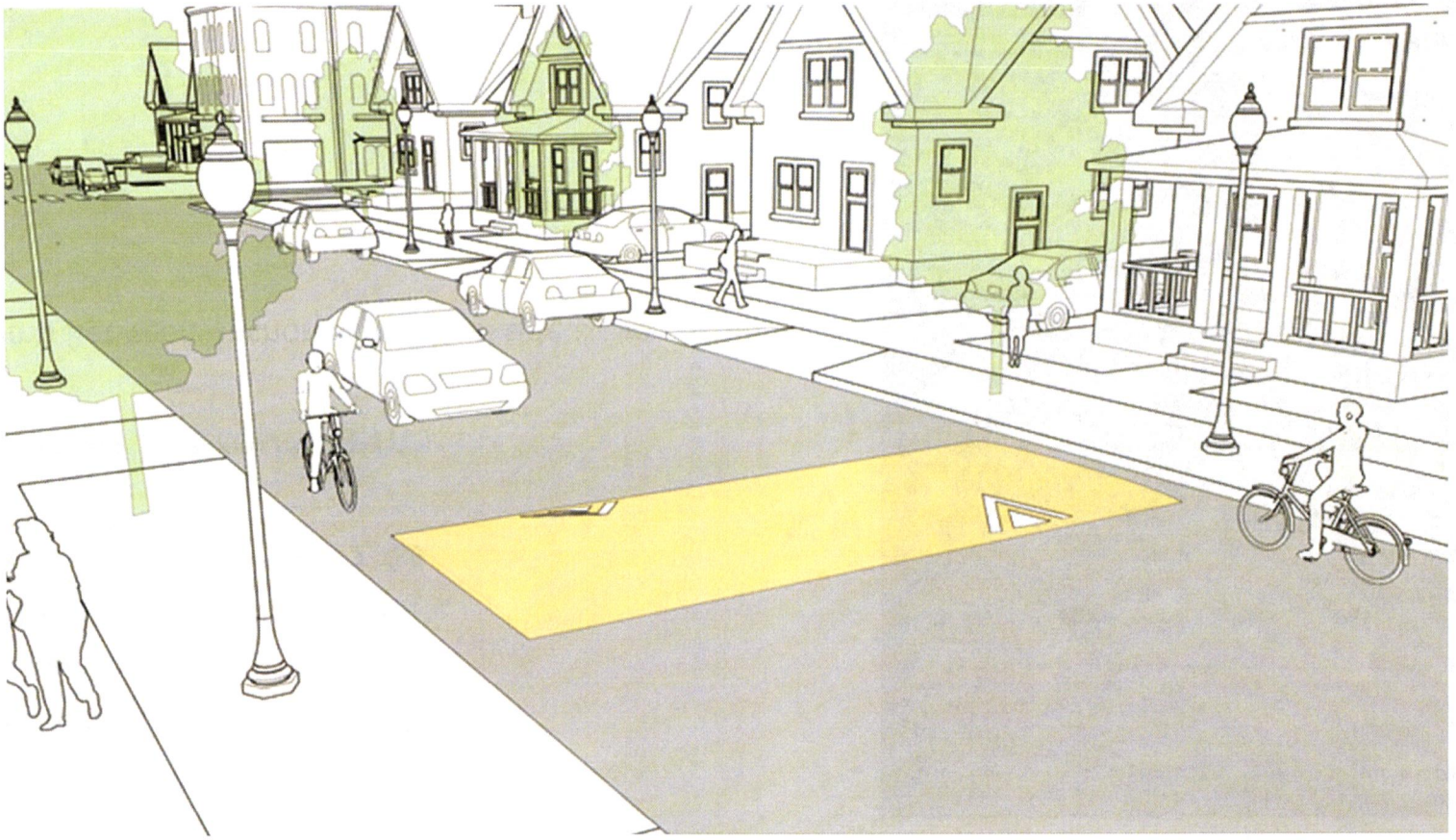
Posted Speed	30 MPH
85th Percentile	28 MPH
MPH Over 85th Percentile	8
Volume	2,385

Recommended Improvements:

- Speed Hump Between Anchor Way & Dockside Drive



Stonebridge Parkway - NE Lake Boulevard to SE Lake Boulevard



Meeting Date: 12/12/2023 Item #3.

SW 106th Avenue Between Stirling Road and Griffin Road

Posted Speed	35 MPH
85th Percentile	47 MPH
MPH Over 85th Percentile	12
Volume	5,175

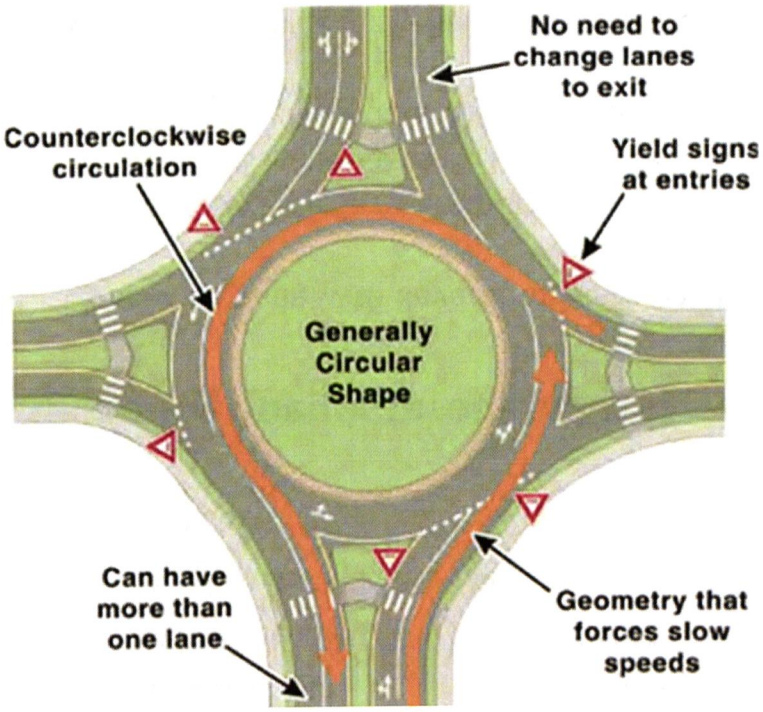
Recommended Improvements:

- Lane Narrowing with Pavement Marking along the Entire Corridor
- At Grade Texture Pavement at:
  - SW 106th Avenue & SW 49th Place
  - SW 106th Avenue & SW 57th Place
- Roundabout or Slightly Raised Texture Pavement at SW 106th Avenue & SW 51st Street



THE CORRADINO GROUP

SW 106th Avenue Between Stirling Road and Griffin Road





Corridor Segments W/No Proposed Improvements

Street Name	Limits	Posted Speed	85th Percentile Speed	MPH Over 85th Percentile	Volume
SW 52nd Street	94th Avenue to SW 95th Avenue	25	27	2	3,180
Hiatus Road	Sheridan Street to NE Lake Boulevard	40	46	6	12,319

- SW 52nd Street between 94th Avenue to SW 95th Avenue
  - 0 MPH Over Posted Speed Limit (Eastbound)
  - 3 MPH Over Posted Speed Limit (Westbound)
  - 8 total Crashes within the 5-year review: 1-Pedestrian, 3-Angle, 2-Sideswipe, 2-Backed into. No Fatalities.

- Hiatus Road between Sheridan Street to NE Lake Boulevard
  - Roundabout With the Intersection at NE Lake Boulevard is Under Planning Stages

Traffic Calming Improvement Plan General Costs at Corridor Segments of Interest (Draft)

Traffic Calming Improvements	Unit Cost	Contingency (15 %)	Design Permitting & Mobilization (30 %)	Total Cost
Mini Roundabout*	$200,000	$30,000	$60,000	$290,000
Raised Speed Table/Intersection**	$100,000	$15,000	$30,000	$145,000
Speed Hump ***	$ 35,000	$5,250	$10,500	$50,750
At Grade Texture Pavement Through Intersection ****	$ 50,000	$7,500	$15,000	$72,500
Lane Narrowing (Pavement Markings)****	About $1.75 per SF, Including M&R 1"			

- *Mini Roundabout (Neighborhood Traffic Circle) is proposed at the SW 106th Avenue and SW 51st Street intersection (subject to Feasibility Study)
- ** Raised Speed Table/Intersections are proposed at the SW 118th Avenue and SW 50th Street intersection
- *** Speed Humps are proposed at the SW 118th Avenue between SW 51st Court and SW 50th Street; Hiatus Road between SW 55th Street and SW 56th Court; Hiatus Road between SW 57th Circle and SW 59th Street; Stonebridge Parkway between Anchor Way and Dockside Drive
- **** Textured Pavement with Pavement Marking and Signage (Lane Narrowing) proposed at the SW 106th Avenue and SW 49th Place intersection; SW 106th Avenue and SW 57th Place intersection

CITY COMMISSION
ORDINANCE/RESOLUTION

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

DATE: December 12, 2023

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

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

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

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

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

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

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

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

PROCUREMENT:
N/A

FISCAL IMPACT:
N/A

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

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

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	11/29/23 05:04 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	11/29/23 05:05 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	11/30/23 03:24 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	12/01/23 08:20 AM
Allen, Tedra	END WORKFLOW - APPROVED		12/01/23 09:01 AM

ORDINANCE NO. 23-25

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7: This Ordinance shall become effective upon adoption.

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

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

_____
GREG ROSS
Mayor

ATTEST:

_____
TEDRA ALLEN, MMC
City Clerk

Approved As To Legal Form:

_____
JACOB G. HOROWITZ
City Attorney

ROLL CALL

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

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

Meeting Date: 12/12/2023 Item #5.

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

GENERAL APPLICATION

ATTENTION: *Prior to submission of application, the Petitioner &/or Owner must schedule a pre-submittal meeting with the* ***Community Development*** *Staff to review the proposed project, and the submittal and processing requirements. The submittal dates for DRC and P&Z Board can be found on the City's website at: www.coopercityfl.org.*

FOR STAFF ONLY:

PETITION #: 28-1-23

DATE PETITION FILED: 8/7/23

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

Check ☑ type of application(s) for:

- ☐ Site Plan
- ☐ Site Plan Amendment
- ☑ Rezoning
- ☐ Plat or Plat Amendment
- ☐ Sign Package/ Sign Package Amendment
- ☐ Abandonment
- ☐ Certificate of Conformity
- ☐ Conditional Use
- ☐ Sign Waiver
- ☐ Other: _____

INSTRUCTIONS TO APPLICANT:

1. Please complete all requested information on this application. If not applicable, indicate with N/A.
2. Provide specific Petition Application(s).
3. Make Checks payable to the City of Cooper City per the current Fee Schedule.

I. PROJECT NAME AND LOCATION

A. Project Name: Gala Reseidences

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

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

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

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

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

II. LAND USE AND ZONING INFORMATION

A. Existing Zoning Designation: E2 BROWARD COUNTY

B. Future Land Use Plan Designation: E1 COOPER CITY

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

D. Proposed Use(s): Residential 2 UNITS

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

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

Meeting Date: 12/12/2023 Item #5.

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

III. PROPERTY OWNER/APPLICANT/AGENT INFORMATION

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

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

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

I am/We: LOPEZ, JAREL THADDEUS & MICHELLE PENA, ANA MARIA & LOPEZ,JAMEL T , do hereby swear/affirm that I/we am/are the owner(s) of the property referenced in this application. I/We certify that the above statements and the statements or showings made in any paper or plans submitted herewith are true to the best of my/our knowledge and belief. Further, I/we understand that this application(s) attachments and fees become part of the official record of the Community Development Department of the City of Cooper City and the fee is not refundable. I/We understand that any knowingly false information given by me/us will result in the denial revocation or administrative withdrawal of the application or permit. I/We further acknowledge that additional information may be required by the City of Cooper City in order to process this application(s).

(Signature of Owner) Jamel Lopez (Print Name)

STATE OF Florida COUNTY OF Broward

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

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

NOTARY PUBLIC SIGNATURE:

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

My Commission Expires: 06/23/2024

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

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

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

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

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

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

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

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

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

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

Signature(s) _____

STATE OF FLORIDA **COUNTY OF** BROWARD

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

By (Name of Person Acknowledging) LOPEZ, JAREL THADDEUS & MICHELLE PENA, ANA MARIA & LOPEZ,JAMEL T She/he is personally known to me or has produced as identification and did/did not take an oath.

NOTARY PUBLIC SIGNATURE:

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

My Commission Expires: 06/23/2024

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

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

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

Meeting Date: 12/12/2023 Item #5.

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

REZONING APPLICATION

ATTENTION: *Prior to submission of application, the Petitioner &/or Owner must schedule a pre-submittal meeting with the Community Development Staff to review the proposed project, the submittal and processing requirements. The submittal dates for DRC and P&Z Board can be found on the City's website at: www.coopercityfl.org. ALL ADVERTISING AND RECORDING FEES WILL BE THE RESPONSIBILITY OF THE APPLICANT.*

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

FOR STAFF ONLY:

PETITION #: 2 8-1-23

DATE PETITION FILED: 8/7/23

INSTRUCTIONS TO APPLICANT:

1. Please complete all requested information on this application. If not applicable, indicate with N/A.
2. A completed Notarized General Application must accompany this application.
3. Refer to Code Section 23-151
4. Make Checks payable to the City of Cooper City per the current Fee Schedule.

I. ZONING INFORMATION

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

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

Land Use Plan Designation: E- ESTATE

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

Brief Legal Description (attach full Legal Description):

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

II. ADJACENT PROPERTIES

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

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

III. CRITERIA FOR REVIEWING REZONING REQUESTS

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

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

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

CITY OF Cooper City Someplace Special

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

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

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

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

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

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

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

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

IV. SUBMITTAL CHECKLIST

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

V. SIGN CRITERIA FOR POSTING ON PROPERTY

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

VI. STAFF USE ONLY

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

VII. COOPER CITY CODE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. PROPERTY DESCRIPTION & PROPOSED DEVELOPMENT

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

II. REZONING JUSTIFICATION STATEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. CONCLUSION

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

The benefits of this rezoning and development proposal are multifaceted:

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

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

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

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

Order No.: 22M-2400

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

WARRANTY DEED

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

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

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered in presence of:

Witness Signature

Printed Name of First Witness

Witness Signature

Printed Name of Second Witness

Roxanne Rossiter

Rita Kronk

Anthony Kronk

Jason Kronk

Rachel Purciful

Grantor Address:
9990 NW 39 Street
Coopr City FL 33024

STATE OF FLORIDA

COUNTY OF BROWARD

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

Notary Public

Print Name:

My Commission Expires:

(Seal)

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

Property Id: 514105010190 **Please see map disclaimer



September 15, 2023

1:2,400

0 112.5 225

0 30 60 120 m

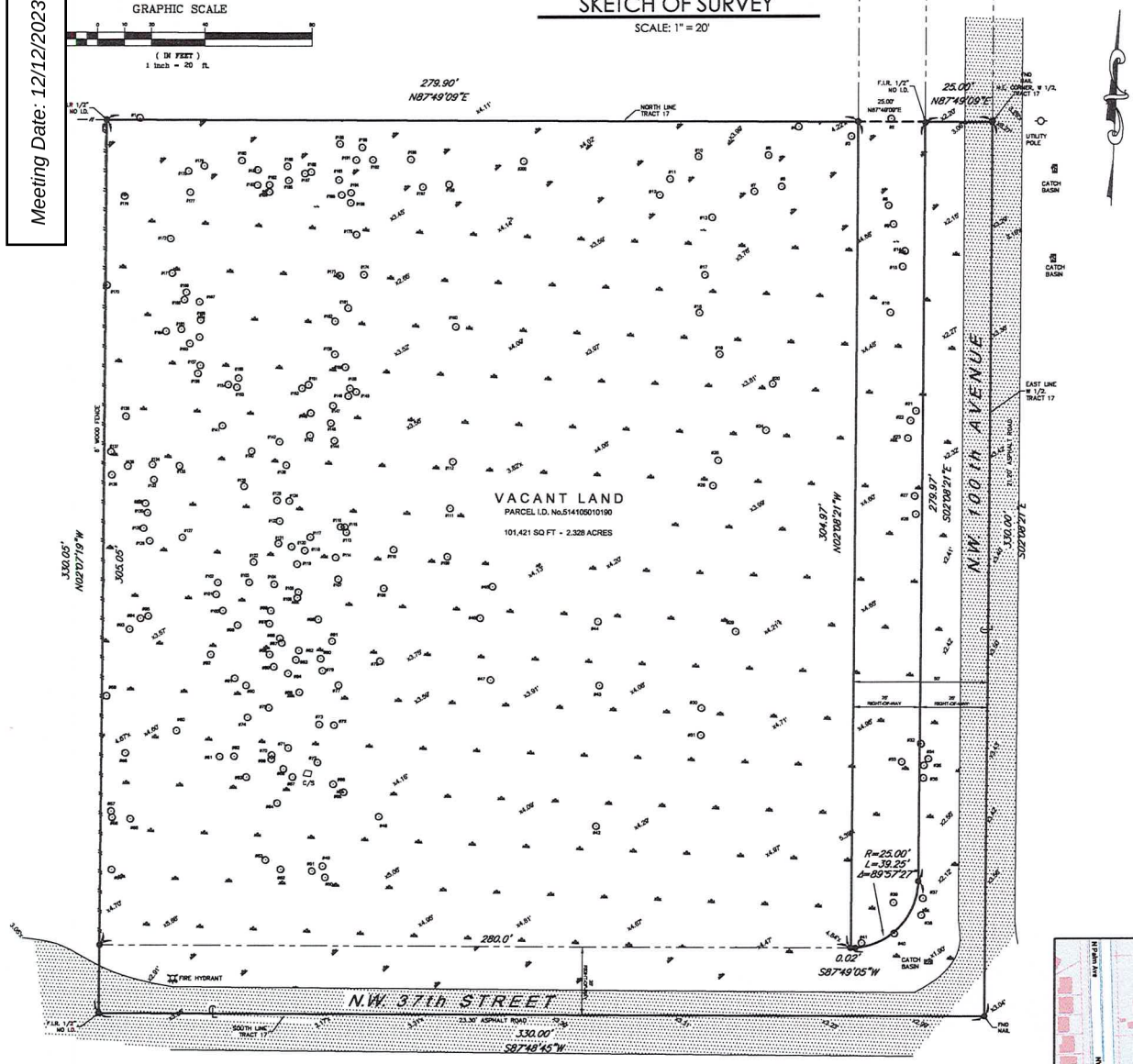
Flight Date : Jan. 6 to Jan. 11, 2023 Broward County Prope

SKETCH OF SURVEY

SCALE: 1" = 20'

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.



SURVEYOR'S NOTES:

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

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

FLORIDA BUILDING & LAND SURVEYING CORP.

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

PROUDLY SERVING FLORIDA COAST TO COAST

12555 BISCAYNE BOULEVARD # 804,
NORTH MIAMI, FLORIDA 33181

TREE TABLE

NUMBER	TREE NAME (Common)	DIAMETER (Inch)	HEIGHT (Feet)	SPREAD (Feet)
1	PINE	1	15	5
2	ARECHON	14	8	8
3	PALM	1	5	5
4	PALM	1	6	5
5	ARECHON	14	8	8
6	PALM	1	7	5
7	PALM	1	7	7
8	PALM	1	7	7
9	PALM	1	7	7
10	PALM	14	8	8
11	PALM	13	8	7
12	ARECHON	1	8	8
13	PALM	1	8	8
14	PALM	14	8	8
15	PALM	13	8	7
16	ARECHON	1	8	8
17	PALM	1	8	8
18	PALM	1	8	8
19	PALM	1	8	8
20	PALM	1	8	8
21	PINE	1	15	15
22	PINE	1	15	15
23	PINE	1	15	15
24	PINE	1	15	15
25	PALM	1	8	8
26	PALM	1	8	8
27	PALM	1	8	8
28	PALM	1	8	8
29	PALM	1	8	8
30	PALM	1	8	8
31	PALM	1	8	8
32	PALM	1	8	8
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34	PALM	1	8	8
35	PALM	1	8	8
36	PALM	1	8	8
37	PALM	1	8	8
38	PALM	1	8	8
39	PALM	1	8	8
40	PINE	1	15	15
41	PINE	1	15	15
42	PINE	1	15	15
43	PALM	1	8	8
44	PALM	1	8	8
45	PALM	1	8	8
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48	PALM	1	8	8
49	PALM	1	8	8
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93	PALM	1	8	8
94	PALM	1	8	8
95	PALM	1	8	8
96	PALM	1	8	8
97	PALM	1	8	8
98	PALM	1	8	8
99	PALM	1	8	8
100	PALM	1	8	8

TREE TABLE

NUMBER	TREE NAME (Common)	DIAMETER (Inch)	HEIGHT (Feet)	SPREAD (Feet)
101	PALM	1	8	8
102	PALM	1	8	8
103	PALM	1	8	8
104	PALM	1	8	8
105	PALM	1	8	8
106	PALM	1	8	8
107	PALM	1	8	8
108	PALM	1	8	8
109	PALM	1	8	8
110	PALM	1	8	8
111	PALM	1	8	8
112	PALM	1	8	8
113	PALM	1	8	8
114	PALM	1	8	8
115	PALM	1	8	8
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122	PALM	1	8	8
123	PALM	1	8	8
124	PALM	1	8	8
125	PALM	1	8	8
126	PALM	1	8	8
127	PALM	1	8	8
128	PALM	1	8	8
129	PALM	1	8	8
130	PALM	1	8	8
131	PALM	1	8	8
132	PALM	1	8	8
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135	PALM	1	8	8
136	PALM	1	8	8
137	PALM	1	8	8
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141	PALM	1	8	8
142	PALM	1	8	8
143	PALM	1	8	8
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147	PALM	1	8	8
148	PALM	1	8	8
149	PALM	1	8	8
150	PALM	1	8	8
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152	PALM	1	8	8
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195	PALM	1	8	8
196	PALM	1	8	8
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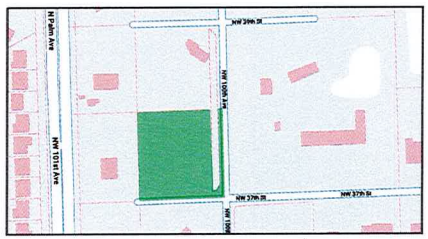
199	PALM	1	8	8
200	PALM	1	8	8



LOCATION MAP

NOT TO SCALE

LEGAL DESCRIPTION:

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

FLOOD INFO:

COMMUNITY: BROWARD COUNTY

COOPER CITY : 120032

Map & Panel #: 12011 C 0546

Suffix: H Date: 8/18/2014

Flood Zone: AH Elevation: 5'

CERTIFIED TO:

JARIEL THADDEUS

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

SURVEYOR'S NOTES:

1—OWNERSHIP IS SUBJECT TO OPINION OF TITLE
2—NO UNDERGROUND IMPROVEMENTS WERE LOCATED
3—ELEVATIONS ARE REFERRED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (UNLESS ASSUMED)
4— THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY MAP, THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS
5—LEGAL DESCRIPTION PROVIDED BY CLIENT
6—UNLESS OTHERWISE NOTED RECORDED AND MEASURED
7—BEFORE ANY CONSTRUCTION THE SET BACKS SHOULD BE VERIFIED
8— ALL BEARINGS ARE BASED ON THE SOUTH LINE OF TRACT 17 HAVING A BEARING OF S87°48'45"W
9—FIELD SURVEY OF FOR USE AS PER SKETCH AND NOT FOR ANY OTHER PURPOSE
10— THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH BY THIS FIRM
11— DATE OF FIELD WORK: 5/24/2023

BM	⌀	WOOD POWER POLE	
CB	⊡	CONCRETE LIGHT POLE	
CBS	⊡	CONCRETE SIGN	
CM	⊡	CONC. POWER POLE	
CP	⊡	CONCRETE PILLAR	
FH	⊡	FIRE HYDRANT	
MB	⊡	MAILBOX	
SM	⊡	SANITARY MANHOLE	
WM	⊡	WATER MANHOLE	

NOTE:
THE ELEVATIONS REFERENCED IN THIS SURVEY ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD'88) AND ARE OBTAINED BY GPS OBSERVATIONS UTILIZING THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AND/OR LOCAL BENCHMARKS. THE LATTER, IF USED, ALWAYS SHOULD BE CONSULTED FOR VERIFICATION.

BASIS OF BEARINGS:
PLAT LINE

ADDRESS:

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

LEGEND:

BBC	= Back of Curb	FND	= Found
C	= Calculated	I.D.	= Identification
CB	= Concrete Block	P.B.	= Plat Book
C.B.S.	= Concrete Block Structure	P.O.B.	= Point Of Beginning
C.L.F.	= Chain Link Fence	P.O.C.	= Point Of Commencement
C.M.	= Concrete Monument	P.R.M.	= Permanent Reference Monument
CONC.	= Concrete	P.B.C.	= Palm Beach County
D	= Deed	P.C.P.	= Permanent Control Point
D.E.	= Drainage Easement	P.C.	= Point of Curvature
E	= East	P.T.	= Point of Tangency
E.O.W.	= Edge Of Water	P.I.	= Point of Intersection
F.D.H.	= Fire Hydrant	P.L.	= Property Line
F.I.R.	= Found Iron Rod	P.O.L.	= Point on Line
F.I.P.	= Found Iron Pipe	R	= Radius
F.N.D.	= Found Nail & Disc	R/W	= Right of Way
F.F.	= Finish Floor	S	= South
F.G.	= Finish Grade	S.B.L.	= Setback Line
F.C.M.	= Found Concrete Monument	S.F.	= Square Feet
F.D.O.T.	= Florida Department of Transportation	T.B.M.	= Temporary Benchmark
		T.O.B.	= Top Of Bank
		T.O.C.	= Top Of Canal
		T.O.W.	= Top Of Wall
		U.E.	= Utility Easement
		W	= West

CARLOS HERNANDEZ
PROFESSIONAL SURVEYOR AND MAPPER
LB 7813 3/16/2023
NOT VALID WITHOUT SIGNATURE

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

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

Jason Chockley

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

Jamel,

See attached for the DRC Comments.

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

Have a great weekend.

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

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

CITY OF Cooper City
Someplace Special

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

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

REZONING APPLICATION

ATTENTION: *Prior to submission of application, the Petitioner &/or Owner must schedule a pre-submittal meeting with the Community Development Staff to review the proposed project, the submittal and processing requirements. The submittal dates for DRC and P&Z Board can be found on the City's website at: www.coopercityfl.org. ALL ADVERTISING AND RECORDING FEES WILL BE THE RESPONSIBILITY OF THE APPLICANT.*

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

FOR STAFF ONLY:

PETITION #: 2 8-1-23

DATE PETITION FILED: 8/7/23

INSTRUCTIONS TO APPLICANT:

1. Please complete all requested information on this application. If not applicable, indicate with N/A.
2. A completed Notarized General Application must accompany this application.
3. Refer to Code Section 23-151
4. Make Checks payable to the City of Cooper City per the current Fee Schedule.

I. ZONING INFORMATION

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

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

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

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

Brief Legal Description (attach full Legal Description):

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

II. ADJACENT PROPERTIES

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

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

III. CRITERIA FOR REVIEWING REZONING REQUESTS

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

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

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

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

Meeting Date: 12/12/2023 Item #5.

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

GENERAL APPLICATION

ATTENTION: *Prior to submission of application, the Petitioner &/or Owner must schedule a pre-submittal meeting with the Community Development Staff to review the proposed project, and the submittal and processing requirements. The submittal dates for DRC and P&Z Board can be found on the City's website at: www.coopercityfl.org.*

FOR STAFF ONLY:

PETITION #: 2 8-1-23

DATE PETITION FILED: 8/7/23

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

Check ☑ type of application(s) for:

- ☐ Site Plan
- ☐ Site Plan Amendment
- ☑ Rezoning
- ☐ Plat or Plat Amendment
- ☐ Sign Package/ Sign Package Amendment
- ☐ Abandonment
- ☐ Certificate of Conformity
- ☐ Conditional Use
- ☐ Sign Waiver
- ☐ Other: _____

INSTRUCTIONS TO APPLICANT:

1. Please complete all requested information on this application. If not applicable, indicate with N/A.
2. Provide specific Petition Application(s).
3. Make Checks payable to the City of Cooper City per the current Fee Schedule.

I. PROJECT NAME AND LOCATION

A. Project Name: Gala Reseidences

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

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

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

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

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

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

II. LAND USE AND ZONING INFORMATION

A. Existing Zoning Designation: E2 Broward County

B. Future Land Use Plan Designation: E1 Cooper City

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

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

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

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

Meeting Date: 12/12/2023 Item #5.

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

III. PROPERTY OWNER/APPLICANT/AGENT INFORMATION

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

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

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

is for Michael Martinez ? email is for

Same info ?

I am/We: LOPEZ, JAREL THADDEUS & MICHELLE PENA, ANA MARIA & LOPEZ,JAMEL T , do hereby swear/affirm that I/we am/are the owner(s) of the property referenced in this application. I/We certify that the above statements and the statements or showings made in any paper or plans submitted herewith are true to the best of my/our knowledge and belief. Further, I/we understand that this application(s) attachments and fees become part of the official record of the Community Development Department of the City of Cooper City and the fee is not refundable. I/We understand that any knowingly false information given by me/us will result in the denial revocation or administrative withdrawal of the application or permit. I/We further acknowledge that additional information may be required by the City of Cooper City in order to process this application(s).

(Signature of Owner)

Jamel Lopez
(Print Name)

STATE OF Florida **COUNTY OF** Broward

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

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

NOTARY PUBLIC SIGNATURE:

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

My Commission Expires: 06/23/2024

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

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

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

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

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

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

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

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

9090 SW 50 PLACE
COOPER CITY, FL 33328
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(3) Existing zoning district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;

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

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

(6) The proposed change will not ad

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

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

(9) There are substantial reasons wh

Cutso + Associates
(advertisement company)

Christina Mathews
(954) 309-3050

Preservation area + 700ft from property

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

V. SIGN CRITERIA FOR POSTING ON PROPERTY

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

VI. STAFF USE ONLY

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

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

LAND USE:

RESIDENTIAL – LOW (5)–RESIDENTIAL

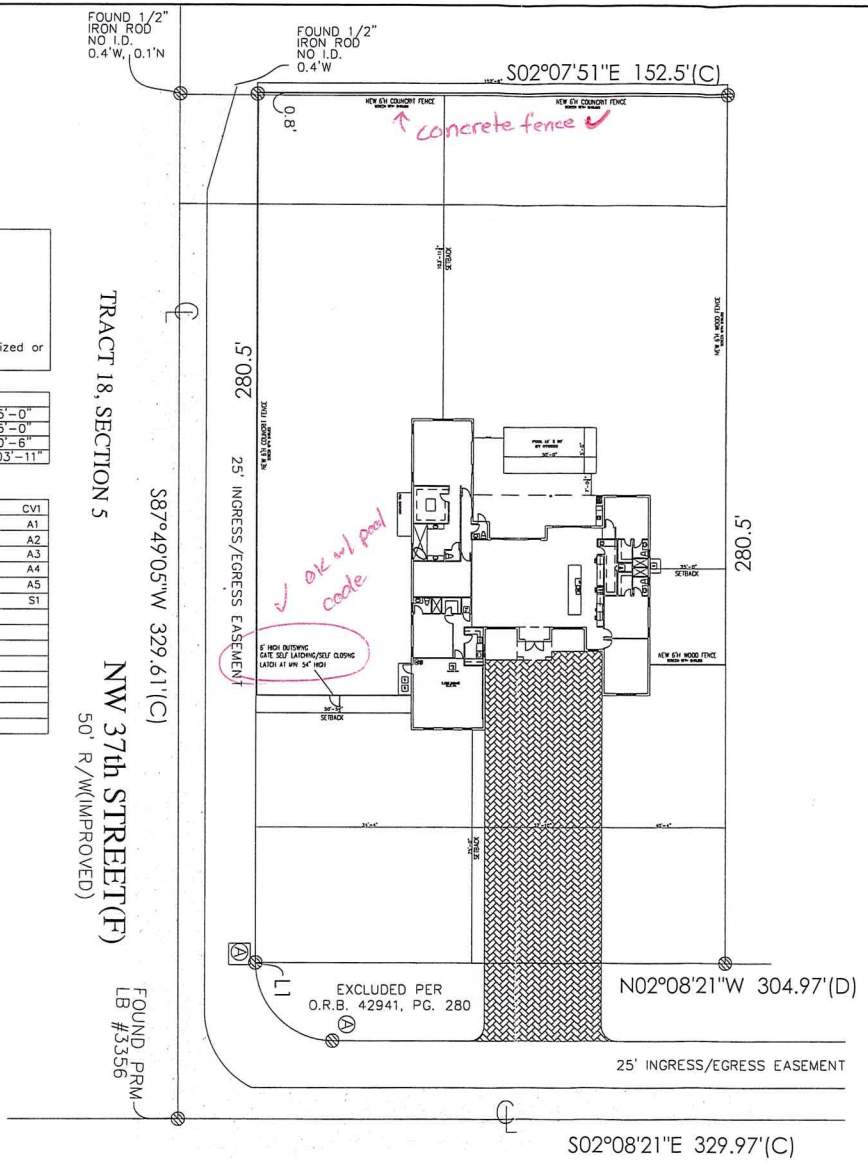
MAX LOT COVERAGE= 40% PROVIDED = 35.77%

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

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

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

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



New proposed map is 6.0 BFE

ZONING RS–9:

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

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

SITE DATA:

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

landscape plan will be required at time of permits.

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

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

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

NW 100 AVE COOPER CITY, FLORIDA

SITE LAYOUT

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

DESIGNED BY:

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

Sheet: CV 1 Of

Meeting Date: 12/12/2023 Item #5.

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

NW 100 AVE COOPER CITY, FLORIDA

LAND USE:

RESIDENTIAL – LOW (5)–RESIDENTIAL

MAX LOT COVERAGE= 40% PROVIDED = 35.77%

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

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

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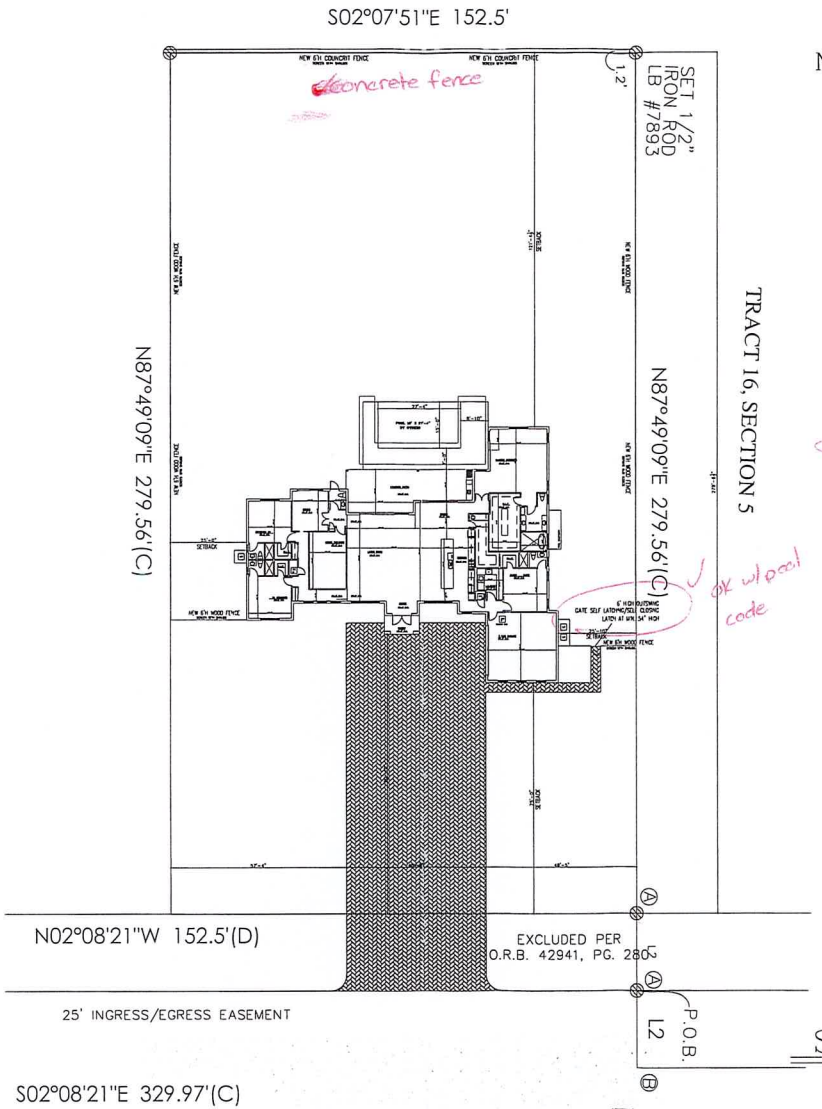
REAR SETBACK =0'–0"	PROPOSED=103'–11"

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



SITE LAYOUT

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

ZONING RS–9:

FLOOD ZONE: "X" A.H.

BASE ELEV: N/A 3.7 5.0

New proposed 2021 map is 6.0 BFE.

– Proposed F.F. elev. of home/garage?

– 3.7–4.0 is current grade.

SITE DATA:

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

Landscape plan will be required at time of permitting.

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

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

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

DESIGNED BY:

DESIGN ODYSSEY LLC
Architectural Design

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

Sheet: CV

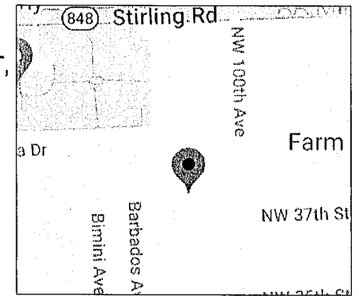
1 Of

6/6

Meeting Date: 12/12/2023 Item #5.

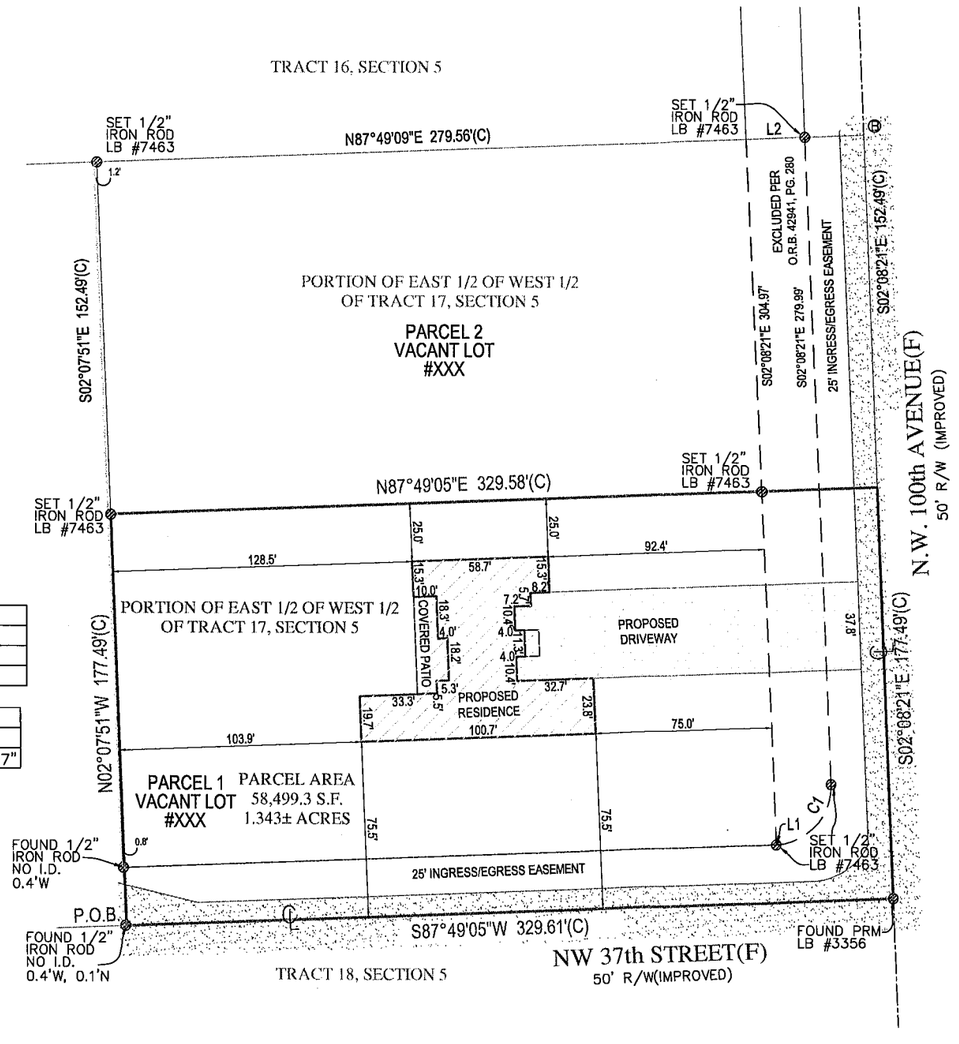
LEGAL DESCRIPTION OF PROPOSED PARCEL 1

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



VICINITY MAP
NOT TO SCALE

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



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

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



LEGEND

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

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

NOTES:

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

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

DATE OF MAP: 07/06/2023

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

(SIGNED)

KENNETH J. OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #6415

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

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

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

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

LAND USE:

RESIDENTIAL – LOW (5)–RESIDENTIAL

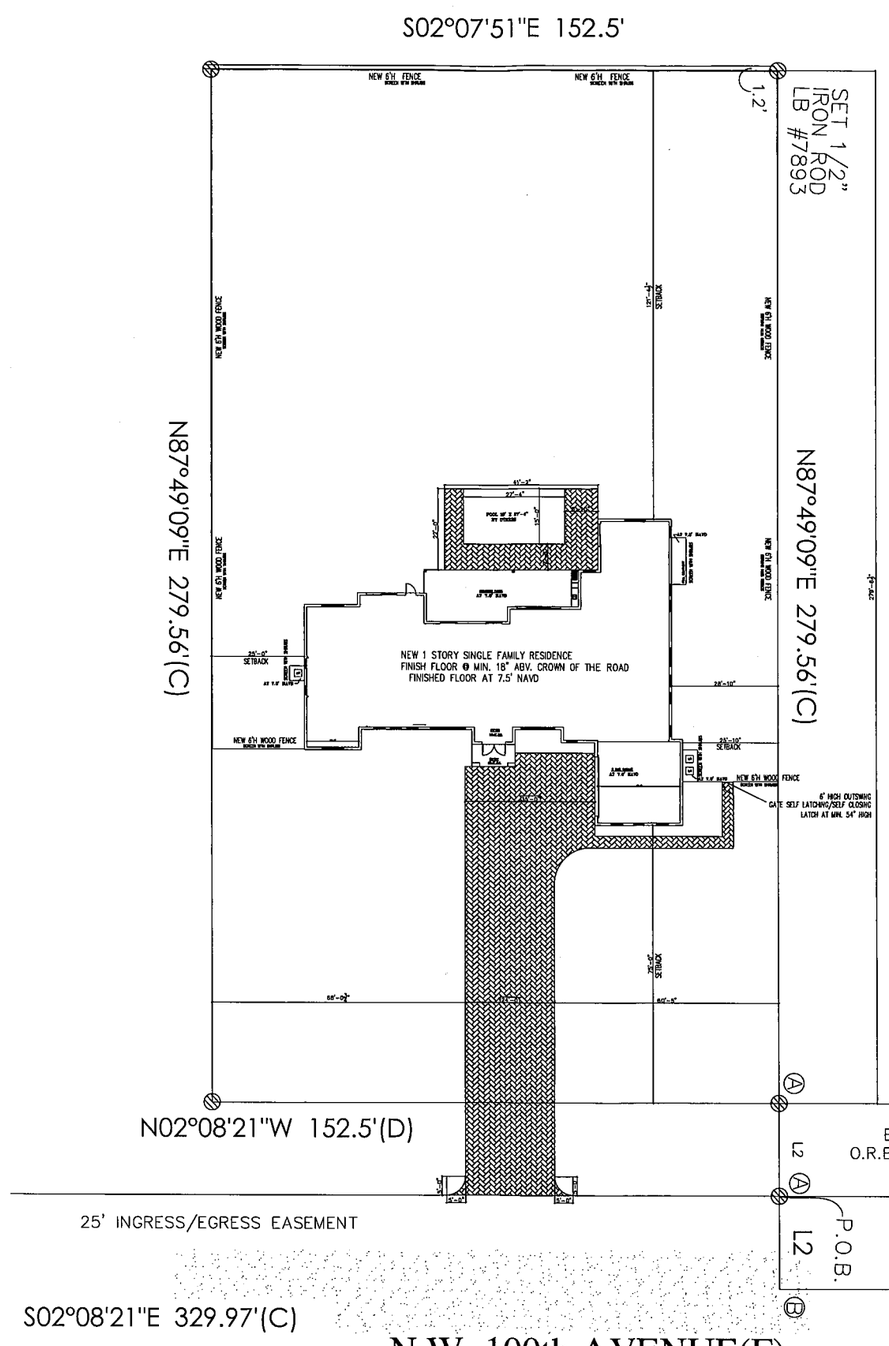
MAX LOT COVERAGE= 40% PROVIDED = 24.48%

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

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

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

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



ZONING RS–9:

FLOOD ZONE:

"AH"

BASE ELEV:

N/A 6.0

SITE DATA:

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

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

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

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

NW 100 AVE COOPER CITY, FLORIDA

SITE LAYOUT

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

DESIGNED BY:

DESIGN ODYSSEY L
Architectural Design

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

9–6–2023

Sheet:
CV1
1 Of: 7

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

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

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

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

FBC-2020
WIND SPEED 175 MPH
EXP. C

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

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

GARAGE REQUIRED VENT CALCULATION:
(FOR 2 CAR GARAGE 300CFM REQUIRED)
@ 3 MILES PER HOUR= 15840 ft/hr
AIR MOVEMENT VELOCITY=264 ft/min.
OPENING SIZE REQUIRED= 300cfm/ft/min. = 0.76 sqft
264ft/min

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

SCHEDULE NOTES

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

As per FBC 2020 R309.2 Separation required in garage
The garage shall be separated from the residence and its attic area by not less than ½-inch (12.7 mm) gypsum board applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable rooms above by not less than 5/8-inch (15.9 mm) Type X gypsum board or equivalent. Where the separation is a floor-ceiling assembly, the structure supporting the separation shall also be protected by not less than ½-inch (12.7 mm) gypsum board or equivalent.
As per FBC R309.1 Opening protection in garage.
Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors.
As per FBC R309.1.1 Duct penetration.
Ducts in the garage and ducts penetrating the walls or ceilings separating the dwelling from the garage shall be constructed of a minimum No. 26 gage (0.48 mm) sheet steel or other approved material and shall have no openings into the garage.

FLOOR PLAN

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

FINISHED FLOOR AT ?' NAVD

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

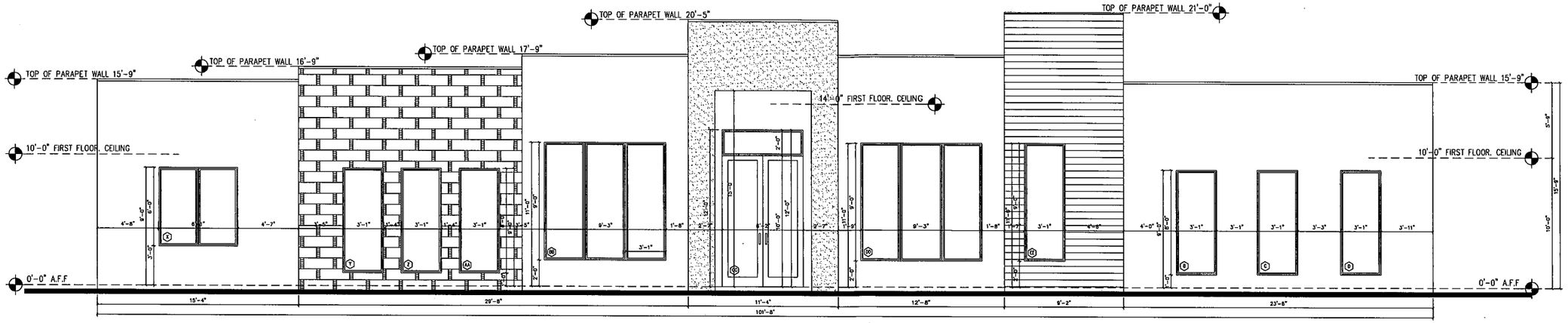
DESIGN ODYSSEY Inc.
Architectural Design
965 W COMMERCIAL BLVD.
FORT LAUDERDALE FL. 33309
Phone (954) 418-7111
Direct Ph. (954) 547-4441
Fax (954) 418-7110
e-mail: designodyssey5@gmail.com
WWW.DESIGNODYSSEY.NET

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

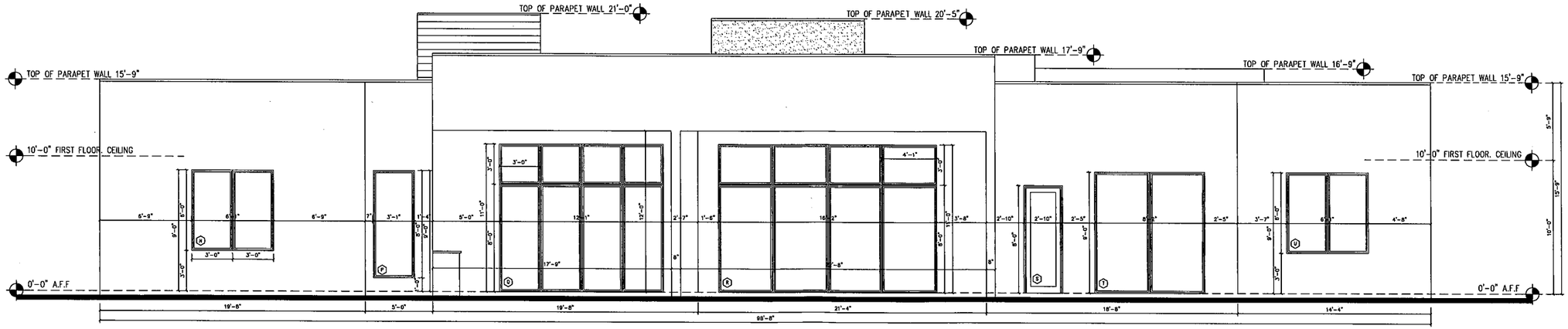
Sheet: A1

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

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



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



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

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

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Architectural Design
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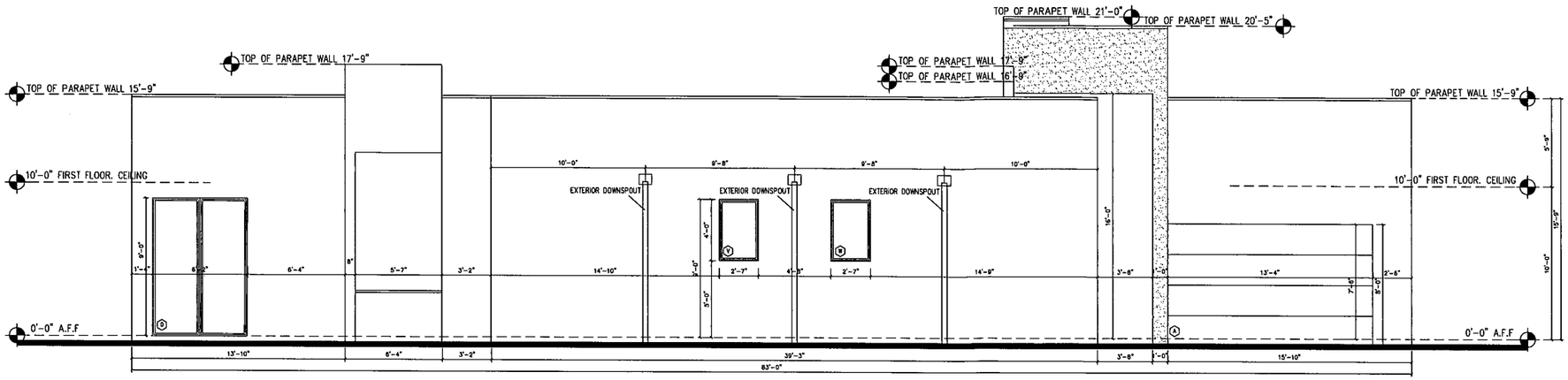
Phone (954) 418-7111
Direct Ph. (954) 547-4441
Fax (954) 418-7110
e-mail: designodyssey5@gmail.com
WWW.DESIGNODYSSEY.NET

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

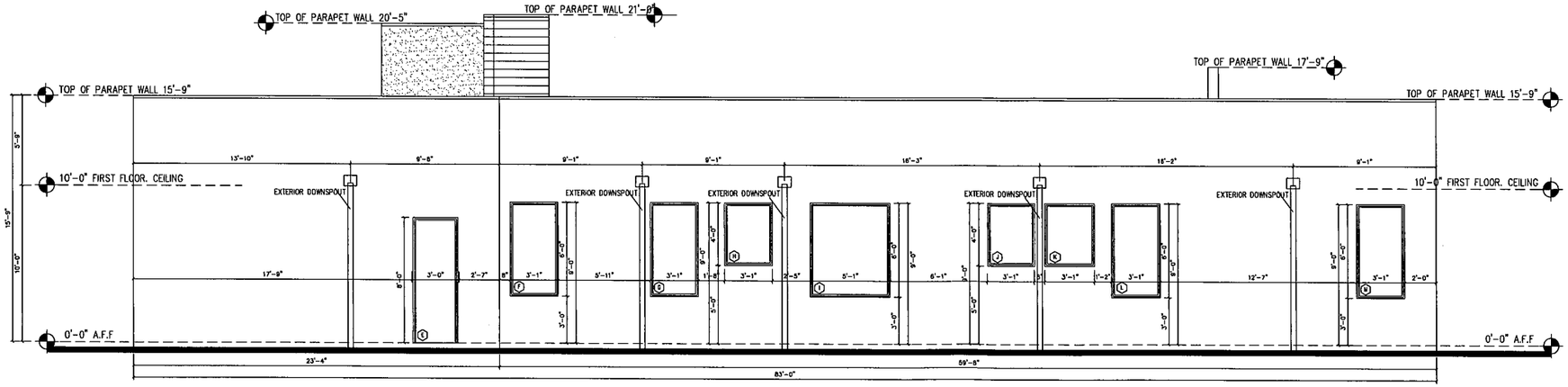
Sheet:
A2
3 Of: 10



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

◯ WINDOW / DOOR SCHEDULE ◯

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



RIGHT ELEVATION

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

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

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

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

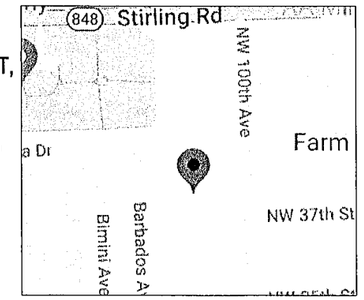
DESIGN ODYSSEY Inc.
Architectural Design
965 W COMMERCIAL BLVD.
FORT LAUDERDALE FL 33309
Phone (954) 418-7111
Direct Ph: (954) 547-4441
Fax (954) 418-7110
e-mail: designodyssey5@gmail.com
WWW.DESIGNODYSSEY.NET

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

Sheet:
A3
2 Of: 10

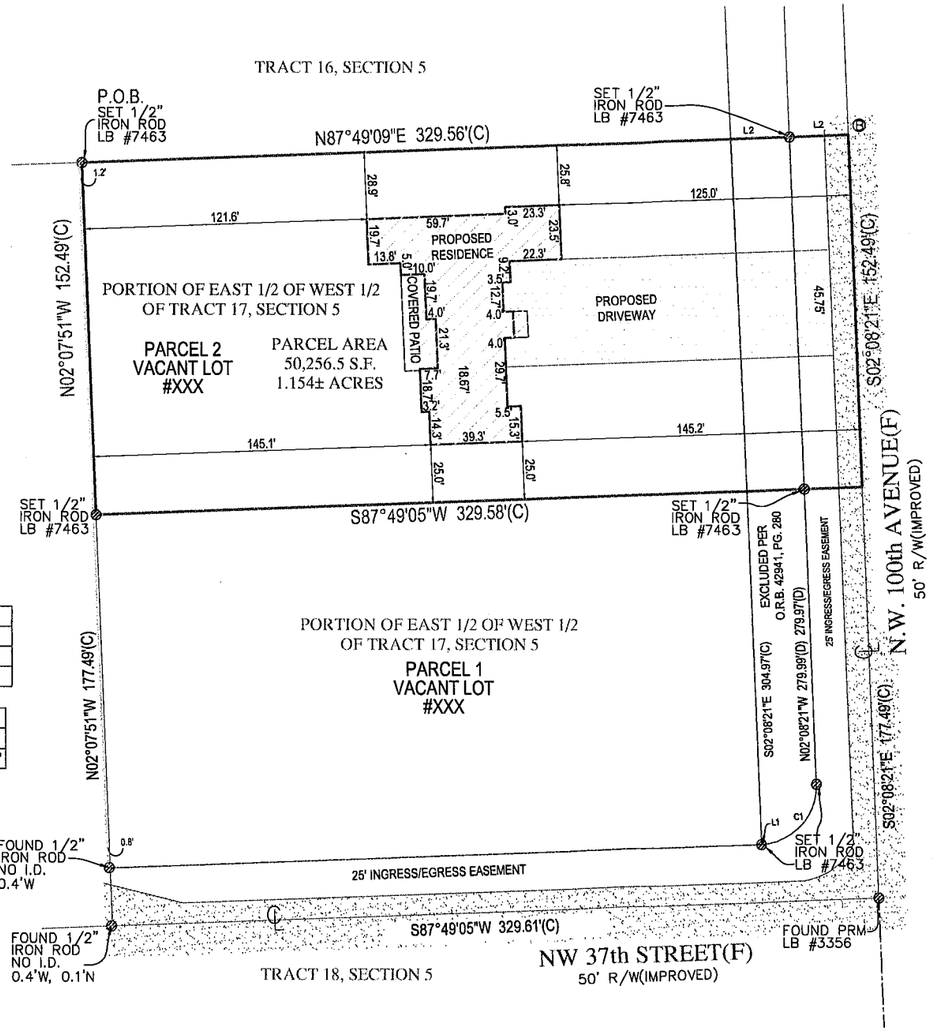
LEGAL DESCRIPTION OF PROPOSED PARCEL 2

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



VICINITY MAP
NOT TO SCALE

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



SCALE: 1"=40'

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

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

LEGEND

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

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

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

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

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

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

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

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

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

DATE OF MAP: 07/06/2023

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

LAND USE:

RESIDENTIAL – LOW (5)–RESIDENTIAL

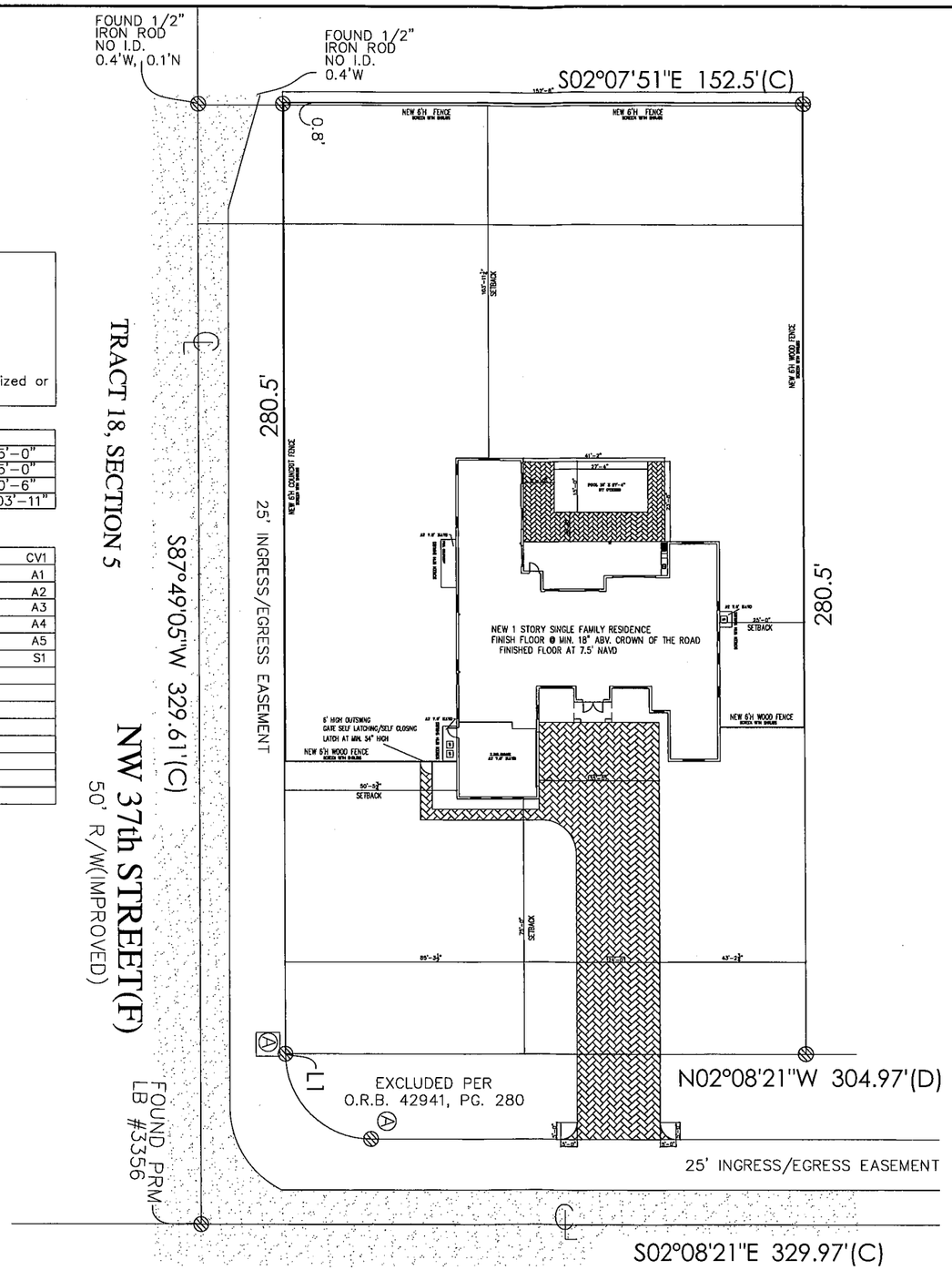
MAX LOT COVERAGE= 40% PROVIDED = 24.34%

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

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

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

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



ZONING RS–9:

FLOOD ZONE:

"AH"

BASE ELEV:

N/A 6.0

SITE DATA:

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

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

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

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

CITY, FLORIDA
NW 100 AVE COOPER

SITE LAYOUT

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

DESIGNED BY:

DESIGN ODYSSEY II
Architectural Design

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

9/6/2023

Sheet:
CV1
1 Of: 7

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

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

AREA CALCULATION

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

FBC-2020
WIND SPEED 175 MPH
EXP. C

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

SCHEDULE NOTES

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

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

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

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

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

FLOOR PLAN

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

FINISHED FLOOR AT ?' NAVD

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

DESIGN ODYSSEY Inc.
Architectural Design
965 W COMMERCIAL BLVD.
FORT LAUDERDALE Fl. 33309
Phone (954) 418-7111
Direct Ph. (954) 547-4441
Fax (954) 418-7110
e-mail: designodyssey56@gmail.com
WWW.DESIGNODYSSEY.NET

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

Sheet: A1
2 Of: 10

⬡ WINDOW / DOOR SCHEDULE ⬡

	TYPE/SIZE	REMARKS	PRESSURE
(A)	16080 GARAGE DOOR (192"X96")	TOP @ 7'-8" A.F.F.	-43/+33
(B)	R40SH (50"X50")	TOP @ 7'-8" A.F.F.	-43/+33
(C)	3(W)-36"X108" F.GLASS (111"X108")	TOP @ 11'-0" A.F.F.	-43/+33
(D)	2(D)-8010 / 74"X24" F.GLASS ABV.	TOP @ 11'-0" A.F.F.	-43/+33
(E)	3(W)-36"X108" F.GLASS (111"X108")	TOP @ 11'-0" A.F.F.	-43/+33
(F)	37"X108" F.GLASS	TOP @ 11'-0" A.F.F.	-43/+33
(G)	CA60 (73"X72")	TOP @ 9'-0" A.F.F.	-43/+33
(H)	37"X72" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
(I)	37"X72" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
(J)	31"X48" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
(K)	31"X48" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
(L)	CA60 (73"X72")	TOP @ 9'-0" A.F.F.	-43/+33
(M)	12080 S.GLASS DOOR (144"X96")/49- 36"X36" F.GLASS	TOP @ 11'-0" A.F.F.	-43/+33
(N)	16080 S.GLASS DOOR (194"X96")/49- 48"X36" F.GLASS	TOP @ 11'-0" A.F.F.	-43/+33
(O)	0-21080 T.DOOR	TOP @ 8'-0" A.F.F.	-43/+33
(P)	6080 S.GLASS DOOR (74"X108")	TOP @ 9'-0" A.F.F.	-43/+33
(Q)	6080 S.GLASS DOOR (74"X108")	TOP @ 9'-0" A.F.F.	-43/+33
(R)	6080 S.GLASS DOOR (74"X108")	TOP @ 9'-0" A.F.F.	-43/+33
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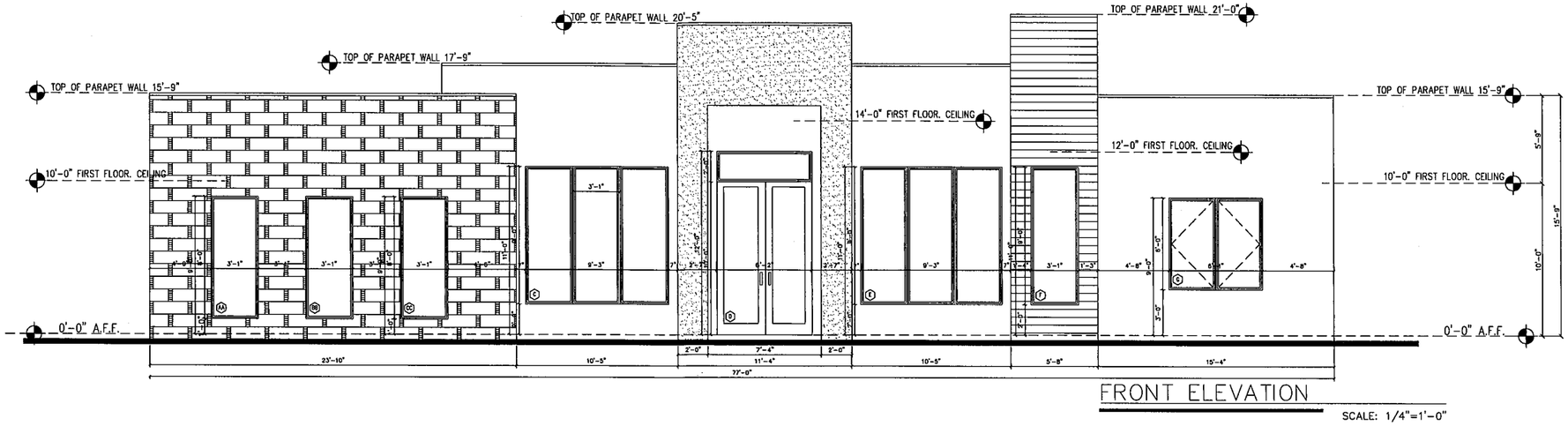
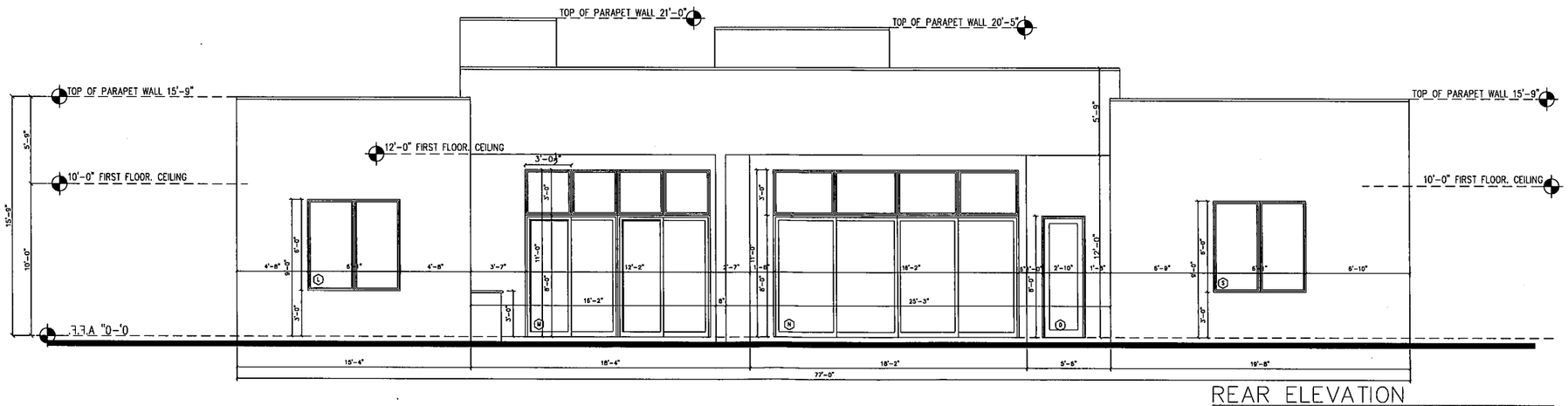
(U)	37"X72" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
(V)	61"X72" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
(W)	37"X48" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
(X)	37"X72" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
(Y)	37"X72" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
(Z)	0-21080	TOP @ 8'-0" A.F.F.	-43/+33
(AA)	37"X96" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
(BB)	37"X96" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33
(CC)	37"X96" F.GLASS	TOP @ 9'-0" A.F.F.	-43/+33



FRONT ELEVATION

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



REAR ELEVATION

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

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

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

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

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Architectural Design
965 W COMMERCIAL BLVD.
FORT LAUDERDALE Fl. 33309
Phone (954) 418-7111
Direct Ph. (954) 547-4441
Fax (954) 418-7110
e-mail: designodyssey60@gmail.com
WWW.DESIGNODYSSEY.NET

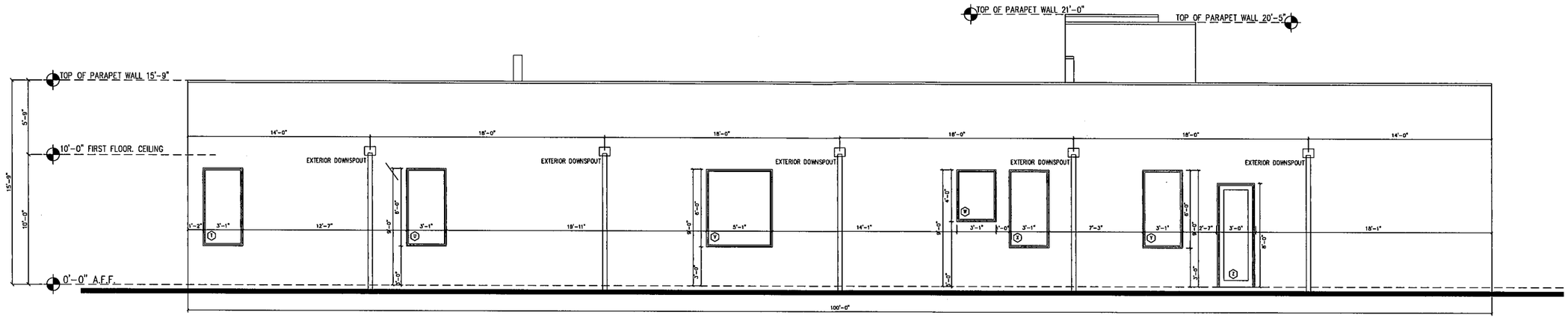
DESIGNED BY: ABEY
DRAWN BY: TE
CHECKED BY:
DATE: 7/28/2023

Sheet: A2

2 Of: 10

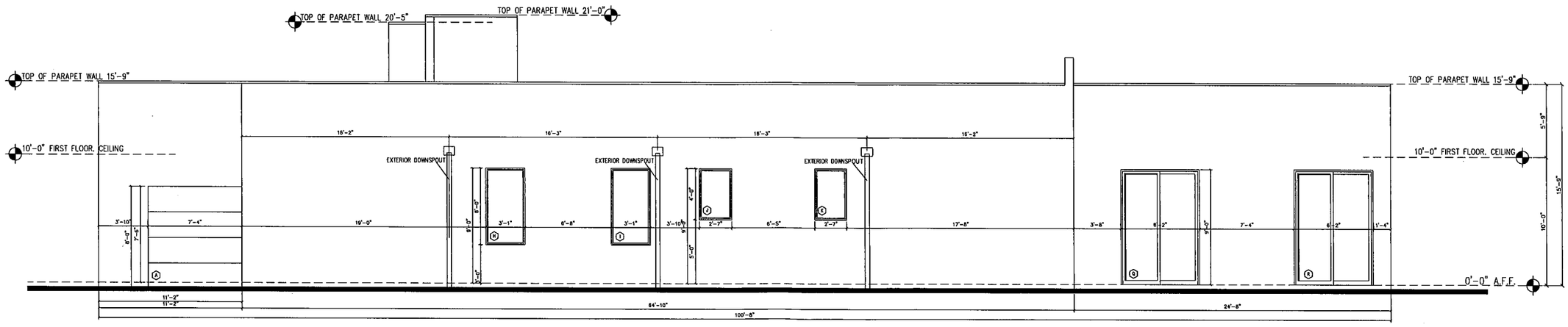
DESIGN ODY
REG. # AA
905 W COM
FORT LAUDE
GREGORY A
REG. # AR12185

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



LEFT ELEVATION

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



RIGHT ELEVATION

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

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

DESIGN ODYSSEY Inc.
Architectural Design
965 W COMMERCIAL BLVD.
FORT LAUDERDALE FL 33309
Phone (954) 418-7111
Direct Ph. (954) 547-4441
Fax (954) 418-7110
e-mail: designodyssey50@gmail.com
WWW.DESIGNODYSSEY.NET

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

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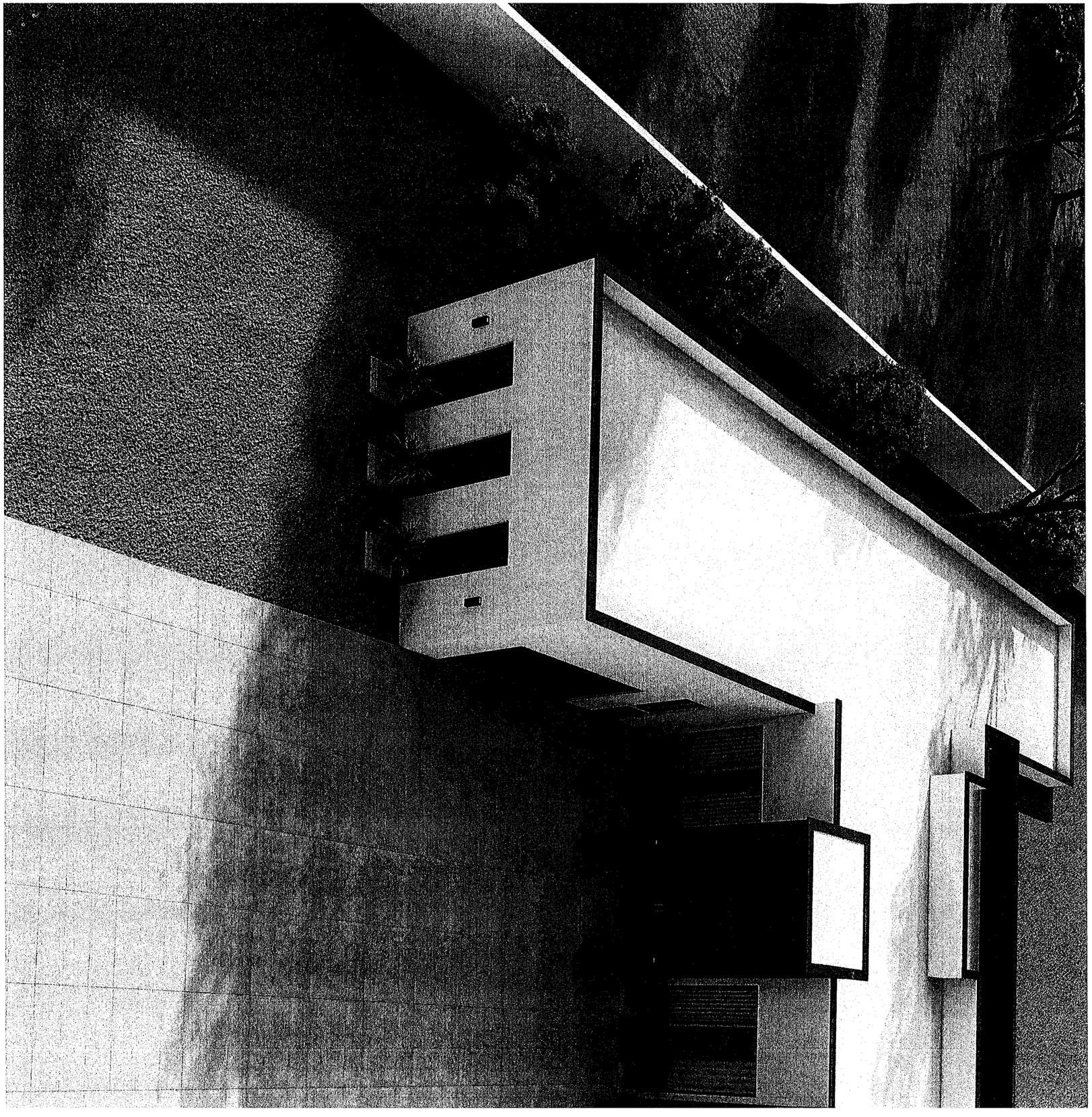

PLANNING & ZONING ADVISORY BOARD

Draft

Minutes of November 6, 2023

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

1. ROLL CALL

P&Z Board Members

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

** New appointment*

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

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

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

3. PUBLIC COMMENTS:

None

4. NEW BUSINESS:

GALA RESIDENCES
Rezoning #Z 8-1-23

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

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

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

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

Mr. Weisberg asked an inaudible question regarding staff recommendations.

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

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

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

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

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

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

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

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

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

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

Mr. Chockley said no.

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

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

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

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

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

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

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

Chairman Rouse asked for any additional questions from the Board

There were none.

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

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

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

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

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

There were none.

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

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

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

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

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

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

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

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

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

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

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

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

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

Mrs. Lopez said we do.

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

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

[Inaudible discussion regarding the PowerPoint slide followed]

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

[Inaudible discussion followed]

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

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

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

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

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

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

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

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

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

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

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

[Inaudible discussion]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. COMMUNITY DEVELOPMENT REPORT:

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

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

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

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

6. BOARD MEMBER CONCERNS:

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

There were none.

7. ADJOURNMENT:

Meeting adjourned at 7:46 PM.

ROYAL PALM RANCHES PRESERVATION BOARD

Draft

Minutes of November 1, 2023

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

1. ROLL CALL

Royal Palm Ranches Preservation Board Members

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

Reappointed ** Resigned * New appointment*

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

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

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

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

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

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

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

Chair Smith turned the item over to Mr. Chockley.

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

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

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

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

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

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

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

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

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

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

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

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

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

Mr. Chockley turned the item over to the Petitioner.

Applicants presented a PowerPoint to the Board.

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

Ms. Joni Mosely spoke against the petition.

Ms. Lois Guffey spoke in support of the petition.

Mr. Joseph Milner spoke in support of the petition.

Mr. Surender Sama expressed concerns about the petition.

Ms. Phyllis Bubel spoke against the petition.

Mr. Michael Doddo spoke against the petition.

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

Ms. Kenia Sanchez spoke in support of the petition.

Mr. Tim Purciful spoke in support of the petition.

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

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

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

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

Board deliberations and discussion followed before the vote.

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

6. COMMUNITY DEVELOPMENT REPORT:

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

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

7. BOARD MEMBER CONCERNS:

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

8. ADJOURNMENT:

Meeting adjourned at 8:16 PM.

BUSINESS IMPACT ESTIMATE

11/3/2023 & 12/12/2023– Meeting Date

Ordinance Title:

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

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

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

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

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

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

3. Estimate of direct compliance costs: N/A

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

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

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

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

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Commission

DATE: December 12, 2023

SUBJECT: Appointment to the Recreation Advisory Board – **Mayor Ross**

RECOMMENDATION:
Mayor Ross is appointing M. Carmen Mure to the Recreation Advisory Board

ATTACHMENTS:
1. Citizen Resource Sheet
2. Resume

CITY OF COOPER CITY
CITIZENS RESOURCE SHEET

Please indicate the Board(s) for which you wish to be considered:

- ☐ **Business Advisory Board**
- ☐ **Charter Review Board**
- ☐ **Education Advisory Board**
- ☐ **Firefighters Pension Board**
- ☐ **General Employees Pension Board**
- ☐ **Green Advisory Board**
- ☐ **Planning & Zoning Board**
- ☐ **Police Pension Board**
- ☐ **Mental Health & Wellness Advisory Board**
- ☑ **Recreation Advisory Board**
- ☐ **Senior Advisory Board**
- ☐ **Royal Palm Ranches Advisory Board**

Please choose one:

☐ **I wish to be considered by Commissioner** _____ **(please write in name)**

☑ **I wish to be considered by any member of the Commission**

Date: November 15th 2023

Name: M Carmen Mure Email Address: mcarmenmure@bellsouth.net

Home Address: 11315 Lake Shore Drive Cooper City, FL 33026

Cell #: 786-897-0153 Work #: n/a Home #: n/a

Length of Residence in Cooper City 44 Years 10 Months

Length of Time as Business Person in Cooper City n/a Years _____ Months

QUALIFICATIONS:

Please provide a brief statement outlining why you wish to serve on the applicable boards and/or committees selected. In addition, please attach copy of your resume or vita (optional): _____

As an active participant in Adult Sports in Cooper City, I can bring recommendations and a broad insight to the needs to our ever changing demographics to this Advisory Board

Experience in Board Subject:

Related Work or Civic Affiliation: _____

College (if appropriate): Miami Dade College, Florida International University

Field of Study: Physical Education 2years. Accounting 1 year

Other professional or technical training (Name of school, course name, etc.): Florida Real Estate License

DISCLOSURES:

1. Are you or any of your relatives presently employed by the City of Cooper City? No If yes, please state names and City departments/divisions: _____

2. Are you aware of any potential conflict of interest that may arise from your serving on City of Cooper City boards and committees? No If yes, please explain: _____

3. Do you have any unpaid or delinquent accounts, water bills, etc. owed to the City of Cooper City? No If yes, please list: _____

4. If you own property in the City of Cooper City, do you have any pending code violations and/or unpaid code fines related to such property? No If yes, please list: _____

5. Is there any other information that you would like to disclose in connection with this application? _____ If yes, please do so here: USA Pickleball Ambssador for Cooper City, Broward County, Florida

Please affirm and acknowledge that you understand and agree to the following (mark each box):

☑ I understand that in accordance with Florida Sunshine Law, this information becomes public record and may be subject to public review.

☑ If appointed, I agree to faithfully and fully perform the duties of my appointment, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City of Cooper City, Broward County and the State of Florida, particularly those pertaining to the standards of conduct for public officers and related financial disclosure requirements, if applicable. I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.

☑ Misrepresentation of any information or qualifications given on this application may cause automatic removal from any board/committee.

Signature: M. Carmen Mure Date: 11-15-2023

M. Carmen Mure

11315 Lake Shore Drive (786) 897-0153
Cooper City, FL 33026 mcarmenmure@bellsouth.net

Objective

As an active member and leader of the Broward business community for the past 25+ years, I have developed a strong reputation for developing and implementing programs and ideas, forming partnerships, generating enthusiasm and support. My retail career has given me the opportunity to work closely with senior level executives and community business leaders. **My objective is to use my experience and skills to advance the mission of an organization, corporation or non-profit.**

Work Experience

Macy's Southeast Region, Florida, Regional Director Store *Operations* **October 2006 – February 2016**

- Direct short- and long-range planning, expense management and inventory shortage control to achieve sales and profitability goals. Supervise staffing and scheduling budgets to established productivity standards for 17 locations with over $750MM volume. Recruited and developed talent by creating and supporting a culture that values retention, career development and succession planning.
- Partnered with the stores' management teams to establish high level of operational excellence, awareness, communication and execution.
- Drive maximum support productivity and achievement of high operating standards. Merchandise receipts productivity, workload planning and standards to exceed the company standards.
- Supervised stores' Human Resources, Shortage Controls, Facilities Management, Safety and emergency protocols.

Burdines Miami Dade/Broward Locations, Miami, FL, *Director of Administration* *August 1992-October 2006*

Burdines, Jordan Marsh Corporate Offices, Miami, FL, Statistical Mgr., Sales Audit Mgr., Electronics Buying Office Analyst, Shortage/Internal Auditor *June 1985-August 1992*

Education

Miami Dade College, Miami, FL
June 1976-June1978
Studied Physical Education
Florida International University, Miami, FL *December 1978*
Studied Accounting

Affiliations

- USA Pickleball Ambassador, Cooper City, Broward County, Florida 2021-Present
- President, Archdiocesan Council of Miami, Society of Saint Vincent DePaul 2023-Pres
- Broward District Council President of the Society of SaintVincent DePaul 2019-Present
- Junior Achievement of South Florida (founding member Professional Connection)
- United Way of Broward County, Women's Leadership Circle 1996-2018
- Leadership Broward Foundation – Past Board Member (8years, VP membership, Life Member
- Youth Leadership Broward, Past Chair
- Nova Southeastern University Enterprise Ambassador, High School Mentoring Program
- Cooper City's Community Appearance Board, Past Chair 1985-1995
- Port Everglades Environmental, Wildlife and Manatee Committee, Past Member
- Volunteer Broward, Past Board Member
- Corporate Volunteer Council, Past-President- *2002*
  Back to School Blowout – 10 years of serving underprivileged children in Broward County FL
- Schott Communities Development Board -Past Member- Broward County, Florida

- St David Catholic School Family School Association, Past President 1998
- Recognized as Volunteer of the Year 2014 Partners in Time (Volunteer) program.
- Servant Leader Representing Southeast Region in organizing teams through Give-Back community programs: Feeding South Florida, Broward Partnership for the Homeless, Reading is Fundamental, Women in Distress, Ronald McDonald House and Habitat for Humanity.

Skills

Fluent in Spanish, English
Proficient in Microsoft Word, Excel, PowerPoint

CITY OF COOPER CITY
CITY COMMISSION REGULAR MEETING

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

MINUTES

PLEDGE OF ALLEGIANCE

Mayor Ross opened the meeting at 6:30 PM and led the assembly in the Pledge of Allegiance.

ROLL CALL

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

DECORUM - 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

Mayor Ross asked to hear item 3, the JCC Maccabi Games Presentation first. City Manager Eggleston advised the items for the Granicus contract and the Heaters and Chillers for the Pool and Tennis Center will be postponed until the December 12th meeting. Ordinance 23-26 has been removed and replaced with three fund transfers/ budget amendments under the City Managers Report.

PROCLAMATIONS/PRESENTATIONS

1. Pioneer Day - Amy Heywang Presentation - **Mayor Ross**

Mayor Ross recognized Amy Heywang who was the recipient of the 2023 Pioneer Day Award.

2. Felipe Valentin Proclamation - **Commissioner Shrouder**

Commissioner Shrouder presented Felipe Valentin with a Proclamation for his 20th anniversary as a security guard with Country Glen.

3. JCC Maccabi Games Presentation
Former Mayor Debby Eisinger and JCC Maccabi Games and Access Executive Co-chair along with Ana Ehrlich, 2023 JCC Maccabi Games and Access Director and Lee Rosenberg, 2023 JCC Maccabi Games and Access Assistant Director presented the City with a memento commemorating its role in the JCC

Maccabi Games. Interim Public Works Director Tim Fleming and Parks and Recreation Supervisor Joshua Rhodes were also presented with medals for their assistance with the games.

4. Chess Tournament Presentation

Mayor Ross along with Robert Dialberto and Neil Strauss presented Benjamins and Samuel Gulbinas, Daniel Lin, Summer Zeng, Khang Dao, Liam Diaz and Benjamin Warboys with certificates honoring the first place team win and participation in the National Scholastics Chest Foundation tournament hosted by the City of Sunrise.

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

Mayor Ross alongside Chief Harrington presented Lieutenant Steve Krivjanik and Firefighter Paramedic Nahuel Caffe with a certificate of recognition for their life saving efforts. Firefighter Paramedic Stephanie Guizani was also recognized but could not attend the meeting.

6. Pet Adoption - **Commissioner Mallozzi**

Commissioner Mallozzi advised Bella, an 11-month old dog is available for adoption by contacting the Humane Society of Broward County at www.humanebroward.com or 954-989-3977 Ext 6.

PUBLIC SPEAKING

Open Public Meeting/Agenda Concerns

Robert Levine, Rock Creek resident and Treasurer of the Board of Directors, spoke on Rock Creek not being able to fund the STARS program without a 50/50 match from the City. Mayor Ross asked if he has any information showing the financial situation of the HOA.

Jennifer Gross, 5010 Regency Isle Way, thanked Felipe Valentin for his service to Country Glen. She also spoke on an attempted burglary and vandalism in Country Glen, she thanked BSO for their fast and efficient response to the incident on Halloween.

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

Ordinances On First Reading

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

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

Ex Parte Communications:

Commissioner Green: Staff

Commissioner Shrouder: The applicants, staff including Sergeant Mosca and Jason Chockley.

Commissioner Katzman: Staff

Commissioner Mallozzi: Staff

Mayor Ross: Staff

Assistant Community Development Director Jason Chockley presented the staff report. He advised the rezoning petition is a rezoning from a Broward County E-2 to Cooper City E-1. The property was annexed into Cooper City in September 2004, and is within the preservation area known as Royal Palm Ranches. The rezoning is necessary in order for the lot to be developed into two single family homes, due to the current county zoning which requires a minimum lot size of 2 net acres per home. The requested rezoning would allow a maximum of two units on the existing 2.4 acre lot, 1.34 and 1.15 for each of the new proposed lots, utilizing one flex unit. The rezoning request would allow the construction of two single family homes on the subject site which is not expected to excessively increase traffic impacts onto the surrounding roadways. Staff recommends that the City Commission approve the rezoning request to E- 1 estate district that it should be conditioned upon the inclusion of the attached exhibit reflecting a maximum of one home on a minimum of 1.34 and 1.15 acres to be submitted to the Broward County Property Appraisers Office for separate folio numbers and legal descriptions. This petition went before the Royal Palm Ranches Preservation Board on November 1, 2023, and had a recommendation of approval with a 5-0 vote. This petition went to the Planning and Zoning Board on November 6, 2023 and had a recommendation of approval with a 9-0 vote.

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

Michelle Lopez, the applicant was swore in and gave a presentation on the rezoning application. She spoke on concerns that the application was a variance request. She clarified the request is not for a rezoning. She advised her proposal aligns with the annexation agreement between Cooper City and the Royal Palm Ranches community and maintains consistency with neighboring zoning and County and City requirements.

MOTION: Commissioner Green moved to approve Ordinance 23-25. Commissioner Shrouder seconded the motion which prevailed by a unanimous roll call vote. (5-0)

CONSENT AGENDA

Minutes

8. October 24, 2023 Regular Commission Meeting Minutes

Motion to Approve

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

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

Commissioner Katzman pulled item 9.

Commissioner Shrouder pulled item 10.

8. **October 24, 2023 Regular Commission Meeting Minutes**

MOTION: Commissioner Green moved to approve the October 24, 2023 Regular Commission Meeting Minutes. Commissioner Shrouder seconded the motion which prevailed by a unanimous roll call vote. (5-0)

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

Commissioner Katzman asked for staff to provide a quote for the dog park fence along with this item. City Manager Eggleston advised the dog park fence is included. Interim Public Works Director Tim Fleming advised the dog park fencing costs under $20,000 and will not require Commission approval. He advised the item was bid out but only one company based the pricing on the individual items as requested. Commissioner Katzman would like a timeline for the fence being built. Interim Director Fleming will provide a timeline as soon as possible.

Commissioner Shrouder *inaudible.* Commissioner Shrouder asked about the pricing issue with the previous vendor not being able to perform the work. Commissioner Shrouder said a process should be in place with Procurement to send performance issues to legal for review.

Commissioner Mallozzi asked if there is a way to add a provision with regard to vendors not being able to perform the work. City Attorney Horowitz would like the opportunity to look a little closer as to see what recourse may be available, and also a language we can add either to our bid specifications or to our contracts to contemplate that specific issue.

Mayor Ross would also like future contracts to include the provision.

Commissioner Shrouder is comfortable approving the item if City Attorney Horowitz reviews the prior contract to assure there is no breach

MOTION: Commissioner Katzman moved to approve the execution of an Agreement with Gomez & Son Fence Corp. for Fence Replacement, Repair and Installation Services throughout the City and City Attorney Horowitz reviewing the prior contract to assure there is no breach. Commissioner Shrouder seconded the motion which prevailed by a unanimous roll call vote. (5-0)

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

Commissioner Shrouder said the pay grade and exemption for the Utilities Coordinator position should not be included in the job description. It should be on a separate sheet that is approved. The acknowledgment should also not be included on the job description.

Mayor Ross would like each paragraph to be acknowledged.

Commissioner Mallozzi asked who performs the functions of the Utilities Coordinator now. Utilities Director Raj Verma explained there is no one in the position currently. He said the position is needed and it is a professional position to help with grants. Commissioner Mallozzi asked if all departments will have positions for grant writers. Director Verma explained grant applications are just one function of the position.

Commissioner Green said they recently hired an Assistant Utilities Director and he asked if that position will have different job functions from this proposed position. Director Verma said this position will have handle administrative tasks.

Commissioner Shrouder would like the and/or's removed as he has stated in the past. He would also like the equal opportunity law verbiage to be removed. Director Verma said the language is standard and he is down 25% of his workforce.

Commissioner Shrouder is satisfied with removing the and/or's, pay grades, exceptions and acknowledgments on all items.

MOTION: Commissioner Shrouder moved to approve and authorize the updated job descriptions of the positions of Utilities Coordinator, Administrative Assistant, Electrician Assistant and Utilities Mechanic Trainee as approved by the City Commission in the 2023 Classification and Compensation Study and FY 2024 budget with removing the and/or's, pay grades, exceptions and acknowledgments on all items. Commissioner Katzman seconded the motion which prevailed by a unanimous roll call vote. (5-0)

REGULAR AGENDA

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

Commissioner Mallozzi said the residents were previously allowed to have wind screens and now they are prohibited. She has had residents contact her asking to allow them to have windscreens for privacy concerns. She does not understand why the wind screens were prohibited as they help shield children and animals from view.

Commissioner Shrouder said they were prohibited because they look tacky. PVC fencing, slats or hedges can be used to shield properties. He does not believe the windscreens are aesthetically pleasing.

Commissioner Green said he understands Commissioner Shrouder's concern but he also hears residents' concerns of privacy needs. He asked if there any alternatives available.

Commissioner Katzman believes wind screens go against the City's beautification plan and efforts. He believes there are a number of other options available for privacy.

Assistant Community Development Director Jason Chockley said there is not an allowance on the slats due to wind load requirements. A privacy fence or hedges are viable options.

Commissioner Mallozzi said privacy fences are very expensive.

Commissioner Shrouder said he understands costs are high but uniform standards are needed.

Mayor Ross asked if mesh is permitted. Assistant Community Development Director Jason Chockley said some types are permitted. Mayor Ross asked Assistant Community Development Director Jason Chockley for options. Assistant Director Chockley said privacy fences and hedges are available. Mayor Ross asked Captain De Giovanni if he is aware of any dog kidnappings in the City of recent. Captain De Giovanni does not recall any dogs being stolen in Cooper City recently.

Commissioner Mallozzi said there is no way to determine if a dog was stolen or ran away. She asked if the windscreen can be permitted by the Building Division to be controlled. Assistant Director Chockley said an affidavit can be used but they need to account for worst case scenarios.

Mayor Ross asked Captain De Giovanni if he had a suggestion. Captain De Giovanni said there are variance requests available for these windscreens with time requirements.

Commissioner Shrouder said this is a policy decision and rules cannot be made for a few individuals.

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

Commissioner Mallozzi there has been confusion with details regarding a few events. She would like the Parks and Recreation Department to present upcoming events and what the requirements are for the Commission at Commission meetings.

Commissioner Katzman believes additional details are great information to have and he has suggested an event detail form to the City Manager to address issues. He believes information for the residents is needed but not necessarily for the Commission.

Mayor Ross said Commissioner Mallozzi said the Commission was confused about events, he asked if she is talking to the Commission as that is a Sunshine Law Violation.

Commissioner Mallozzi said Parks and Recreation Director Stacie Weiss can inform the Commission of events and in return that information can be distributed to the public.

Mayor Ross stated he is trying to understand the item as presented as it states the Commission is unaware of events and as a tenured Elected Official he is aware of reoccurring events.

Commissioner Katzman said he is not given information with regard to parking at events or attire required. He developed a solution and asked that a form he suggested be used.

Mayor Ross asked that the form proposed be distributed to the Commission.

Commissioner Katzman said he addressed his concerns with the City Manager.

Commissioner Shrouder said communication is not great from Parks and Recreation. He suggested reports be given by department heads. He advised Public Works can report on the Dog Park and fence concerns that the Commission inquires about routinely.

Commissioner Green said it is insufficient to have Directors present at every meeting. He believes the Commission will be better informed when the Executive Assistant to the Elected Officials position is filled.

Commissioner Shrouder had communication issues with the previous Executive Assistant. He said BSO Police and Fire are required to be present at Commission Meetings and all Directors need to be present.

Commissioner Katzman suggested a rotating schedule for updates from Directors.

Mayor Ross does not have difficulty with the City Manager speaking on the updates for each department. He is hearing better communication is needed from Directors to the City Manager.

Commissioner Shrouder said the department updates are needed.

City Manager Eggleston said he does not believe it is uncommon for Directors not to be present when they do not have items on the agenda. He said there are a lot of events in the City and he believes there is an opportunity to improve with the hiring of a new Executive Assistant and including the form Commissioner Katzman proposed. He believes having Department Heads present will distract from the agenda.

Commissioner Shrouder said the traffic calming item on the agenda should have been addressed previously.

Commissioner Green does not believe its affective use of resources to have Directors give updates at meetings.

Mayor Ross said the PR Firm that was just approved can also help make the information more readily available to the public.

MOTION: Commissioner Shrouder made a motion for the City Manager to direct the Directors to be present at Commission Meetings. Commissioner Mallozzi seconded the motion that prevailed by the following roll call vote. (4-1)

YES: Commissioners Mallozzi, Katzman, Shrouder and Mayor Ross

NO: Commissioner Green

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

Commissioner Mallozzi said there are residents that have roosters that are causing noise concerns for neighbors. She believes roosters should not be in a residential neighborhood and the code needs adjusted.

MOTION: Commissioner Mallozzi moved to have the City Attorney's Office bring back an ordinance prohibiting roosters in certain areas. Commissioner Shrouder seconded the motion that prevailed by a unanimous roll call vote. (5-0)

14. Update on Traffic Calming Devices – Commissioner Mallozzi

City Manager Eggleston advised he spoke with the Corradino Group and they are roughly 90% complete with the traffic study. The study will be presented at the December 12th Commission Meeting.

Commissioner Shrouder said they previously asked for certain locations to be look into immediately. Interim Public Works Director Fleming said the locations were placed in the traffic study.

Commissioner Shrouder said the Commission asked for certain locations to be looked into with test traffic devices.

Commissioner Mallozzi said Captain De Giovanni suggested areas that needed to be looked into immediately with what devices can be placed on those streets.

Commissioner Shrouder asked about the MPO Project for Stirling Road. Commissioner Mallozzi said they are in process. Interim Public Works Director Fleming said the County has sent three options.

Commissioner Shrouder asked about the Hiatus Road round-a-bout. City Manager Eggleston said the Corradino Group will be presenting the findings at the December 12th Commission meeting.

Commissioner Katzman asked about Pine Island Road. Interim Public Works Director Fleming said they are waiting for the study to be completed.

Captain De Giovanni explained Monterra has to put in revised plans with the County for landscaping issues.

Mayor Ross asked that staff contact the County.

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

Chief Harrington said they have developed a phased plan of action. For the time being they have increased thermostats in the station and next they want to replace the installation. The ultimate goal is to refurbish the station. He also spoke on a roof leak that has occurred tonight.

Commissioner Shrouder asked if the roof is under warranty. Interim Public Works Director Fleming answered yes and that the previous leak was due to the air conditioning being kept at 65 degrees.

Mayor Ross said a reasonable thermostat temperature needs to be enforced as the City pays the electricity at the end of the year. Chief Harrington said the temperature in the station was only reaching 69 degrees.

Commissioner Green said there must be a reason the temperature is at 65 degrees. Interim Public Works Director Fleming said there are issues with the ductwork and installation.

Commissioner Mallozzi said she heard concerns from residents that visited the station and got rained on. She would like the sleeping arrangements at the station to be addressed. This issue and other issues were brought up last November and it has taken a year for updates. She wants these issues to be handled promptly.

Commissioner Shrouder said the City Commission budgeted funds to look at the design of the building. He asked when the RFQ can be put out to give the best options.

Mayor Ross said BSO also needs to apply for grants and explain what they need. Chief Harrington said he has been speaking with the City Manager about issues. He said BSO does not apply for grants on behalf of individual cities.

Commissioner Shrouder said we need a Capital Projects position to deal with all these studies and plans. City Manager Eggleston said he wants to refocus on items and the Public Works items have been delayed due to vacancies. He wants to look at all items holistically. The first step with the Fire Station is the plans and design. The second step is setting aside funds.

Mayor Ross read the contract with BSO as follows: BSO shall cooperate with the City, and to the extent allowable by law, act as a fire and emergency medical agent on behalf of the City in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available.

Mayor Ross asked Chief Harrington how many grants we have received in his tenure. Chief Harrington said BSO does not write grants to his knowledge but he will look into the matter.

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

Captain De Giovanni said in June 2023 there was consensus for a proposal for a grant program for the HOA'S to connect to the Real Time Crime Center. In September the program was presented and consensus was reached to have a legal agreement drafted which is on tonight's agenda. Captain De Giovanni said the proposal for Rock Creek was based on his staff's proposal recommending six total sites.

Commissioner Shrouder said the streets within Rock Creek are City owned streets and there are also City facilities within the community. He believes the City should fund a larger portion for that area.

Commissioner Katzman thanked Captain De Giovanni for his hard work.

Power Outage in the Chambers.

Commissioner Katzman wants to provide more funding to Rock Creek and does not believe $100,000 is enough. He believes the determination should not be based on gated and non-gated. The criteria should be based on the needs of the community.

Commissioner Green agrees with Commissioner Katzman and believes we need $200,000 dedicated. He asked if Rock Creek will have LPR's and cameras. Captain De Giovanni answered yes. Commissioner Green asked if there are other areas outside of Rock Creek that do not have the equipment. Captain De

Giovanni said not all areas have equipment but Rock Creek is an important area to have them in. Commissioner Green said if the overall plan includes the technology in Rock Creek he supports the item keeping in mind other communities may want to have the same equipment however, they may necessary need them. Captain De Giovanni said some areas may not need the grid strategy that Rock Creek does but he may recommend a lower cost system to certain areas.

Commissioner Mallozzi said she understands gated communities have more maintenance costs but gated communities still have crime. She believes the gated communities should be offered the same opportunities as others in the City.

City Attorney Horowitz clarified the City cannot use resident's money to benefit private communities.

Commissioner Katzman said in Embassy Creek a LPR can be placed at Sheridan Street as it is a public road.

Commissioner Shrouder said the location of the LPR is not the issue but where the footage is captured. He suggested adding language that the community can have the max amount allowed if the equipment benefits the community.

Mayor Ross said Rock Creek spoke on financial difficulties but he has no financials to review. He believes a LPR could work for Diamond Head and along the outside streets of Embassy Lakes.

Captain De Giovanni proposed accessing properties to determine if they have a public benefit to have them qualify for the 50% match. He can leave in the 25% match for gated communities without a public benefit.

Commissioner Katzman asked how we can offer the 25% to private communities. Commissioner Shrouder said he believes there is a reduced minimal benefit to the water lines that can be capped at 25%.

Captain De Giovanni said the tier option does support the public benefit.

Commissioner Shrouder said there are specific times where there is public benefit inside Embassy Lakes.

City Attorney Horowitz said the Captain recommending the public benefit for public safety goes a long way in the recommendation.

Commissioner Mallozzi asked about the Country Glen community. Captain De Giovanni said he would place a camera near the entrance or approach a partnership with Temple Beth Emit.

Captain De Giovanni said if the funds are used from ARPA he needs to commit the money by December 2024.

Mayor Ross asked if data can be presented after six months of the program being ran. Captain De Giovanni answered yes.

Commissioner Shrouder suggested a blanket public use for gated communities up to 25% and anything to 50% the Police Chief makes the determination it is a direct benefit to public property. He wants to also increase the funding and adding more LPR's to Rock Creek.

Mayor Ross would like documentation on the financials of Rock Creek.

Commissioner Shrouder said financial requirements are not listed in the agreement.

Commissioner Green said other grants take into account financial requirements however, he is happy with the agreement as is.

Commissioner Shrouder asked what we are looking for in the financials that will determine the money is needed.

Commissioner Mallozzi said if the Mayor wants to see the financials let him request them. Rock Creek is asking for more money due to their size and financial state.

Captain De Giovanni cautioned against creating a special criteria for one community. He recommended changing the criteria up to $75,000 as there is no other community that will reach the $75,000 cap. He asked if possible the agreement can be approved and if the Mayor sees something wrong with the financials the Commission can override the Captain.

Commissioner Shrouder wants to have the criteria read up to 75% and $100,000 dollars.

Mayor Ross said the $100,000 dollars will use up the funds available.

Commissioner Katzman said he believes there is a consensus for $200,000.

Captain De Giovanni recommended $150,000 and instead of 75%, 50% at $75,000.

Commissioner Shrouder made a motion with 75% up to $100,000 and the budget is $200,000.

Commissioner Mallozzi said the burden is on Captain De Giovanni.

Commissioner Green said the burden is already on the Captain and the additional funding for Rock Creek is $15,000.

Captain De Giovanni said Rock Creek will not exhaust all the funding because the other communities will require a smaller match.

Commissioner Shrouder said the public roads are covered and Rock Creek should be as well. The money is from ARPA for non-profits.

Consensus was reached at $200,000 for funding, with a 50% match with a maximum of a $65,000 grant award.

Captain De Giovanni asked if the nonprofit entities are included or is this HOA specific.

Consensus was reached to leave in all non-profit entities.

MOTION: Commissioner Katzman moved to approve the STARS Grant Program Agreement and Funding at $200,000 funding, 50% match with a maximum of $65,000 funding. Commissioner Mallozzi seconded the motion which prevailed by a unanimous roll call vote. (5-0)

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

Mayor Ross asked if the $160,000 is for ten different pumps. Utilities Director Verma answered yes.

MOTION: Commissioner Shrouder moved to approve and authorize sole or single source procurements as allowed in Sec. 2-258(b) of the City Code of an anti-scalant chemical, Megaflux Fe from American Water Chemicals in the amount not to exceed $65,305; a corrosion inhibitor, Carus 3380 from Carus LLC in the amount not to exceed $43,530.00; a membrane cleaner, PermaClean PC-77, from NALCO Water in the amount not to exceed $34,920; maintenance of SCADA systems at treatment plants from Jacobs in the amount not to exceed $19,500; maintenance of lift station telemetry control units from Data Flow Systems, Inc. in the amount not to exceed $21,925.00; and new Wilo pumps with repairs and parts, in an amount not to exceed $160,000, including additional related purchases that may become necessary due to unforeseen circumstance from each of the aforementioned vendors but not exceeding the approving authority of the City Manager as allowed in Sec. 2-255(b) of the City Code for Fiscal Year 2024. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote. (5-0)

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

MOTION: Commissioner Katzman moved to approve the City Manager's recommendation of Tena Granit for the Assistant Finance Director Position. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote. (5-0)

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

Commissioner Shrouder said Mr. Cobelo did a great job in his former role but he expects more strategic plans including a uniformed letter head in this higher level position.

Commissioner Katzman said he spoke to Mr. Cobelo about the expectations as this is a high level position.

Mayor Ross said we need to be the most informative platform available to the public.

MOTION: Commissioner Green moved to approve the City Manager's recommendation of Michael Cobelo for the Director of Communications/PIO Position. Mayor Ross seconded the motion which prevailed by a unanimous roll call vote. (5-0)

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

Commissioner Mallozzi said the salary proposed for this position of $155,000 is only $5,000 less than the newly approved Finance Director with years of experience. It is also more than the Recreation Director who has the same experience. She also takes issue with the position not being offered to the Interim Public Works Director.

Commissioner Green hears Commissioner Mallozzi's concerns and asked City Manager Eggleston about the time it took to receive applications and the process. City Manager Eggleston said he interviewed a multitude of candidates and the salary offered is within the range of the new compensation study. Commissioner Green wants to move forward in the City with a full staff. He said Interim Public Works Director Fleming has been the backbone of Public Works and he appreciates his hard work.

Commissioner Shrouder said Public Works needs to be reimagined. We have not had any capital projects in a long time. Mr. Scherle has procurement experience and the City is in need of that experience. There is a lot of work that needs done in that department. We need to pay a salary that can attract qualified individuals.

Commissioner Katzman said he did have an opportunity to speak with Mr. Scherle and there have been ongoing issues and projects within the Public Works department that need addressed.

Mayor Ross finds Mr. Scherle to be very qualified. He is proud of the City Manager for making the right decision for the City.

MOTION: Commissioner Mallozzi moved to approve the City Manager's recommendation of Richard Scherle for the Public Works Director Position. Commissioner Green seconded the motion which prevailed by the following roll call vote. (4-1)

NO: Commissioner Mallozzi

YES: Commissioner Katzman, Shrouder, Green and Mayor Ross

REGULAR RESOLUTIONS

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

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

MOTION: Commissioner Katzman moved to approve Resolution 23-29. Commissioner Shrouder seconded the motion which prevailed by a unanimous roll call vote. (5-0)

ORDINANCES ON FIRST READING

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

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

MOTION: Commissioner Katzman moved to approve Ordinance 23-24. Commissioner Green seconded the motion which prevailed by the following roll call vote. (4-1)

YES: Commissioners Mallozzi, Katzman, Green and Mayor Ross

NO: Commissioner Shrouder

CITY MANAGER REPORT

23. Fund Transfer / Amendment - Administration Salaries

24. Fund Transfer / Amendment - Tree Trust Fund

25. Fund Transfer / Amendment - Police Confiscation Fund

City Manager Eggleston advised the three fund transfers/ amendments were previously listed as an ordinance.

Commissioner Shrouder asked if the administration transfer was done under the City Managers authority. City Manager Eggleston answered if it is under 2.5% it only needs notification.

Interim CFO Barbara Hastings said the Tree Trust Fund amendment is related to budgeted revenues not coming in accordingly, and we had transferred out to the general fund. Commissioner Shrouder said the Commission never approved the use of confiscation funds. CFO Hastings said there was $20,000 in expenditures. Captain De Giovanni explained a surveillance platform was approved by the City Commission in November 2021 and the previous City Manager used the LETF funds for the platform.

Commissioner Shrouder said the former City Manager did not have the authority to use the confiscation funds. CFO Hastings said the original FY 22/23 budget was $5,000 for BSO and $15,000 for the Police Explorers. In that original budget there was a forfeited property listed at $20,000 that did not come in.

City Manager Eggleston said he can look into the $94,800.

City Attorney Horowitz said LETF Funds can only be used for very limited daily operational purposes, under the statute which requires approval by the governing board and a request by the police chief.

Commissioner Shrouder asked where the request from the Captain is and the approval from the Commission.

Mayor Ross asked for a motion on item 24.

CFO Hastings said the Tree Trust fund is a separate fund.

Commissioner Shrouder said the item needs an ordinance.

Commissioner Green asked City Attorney Horowitz the correct course of action.

City Attorney Horowitz answered the City Manager and himself have discussed these items in some detail, and they were initially presented to the Commission in a form of an ordinance. He can't entirely speak to why, there was a change in the way it was presented but if we are moving funds between funds, they require a budget amendment the same way in which the initial budget was adopted.

Commissioner Green moved to approve item 24. Mayor Ross seconded the motion.

CFO Hastings said the item was originally on the agenda as an ordinance and is an amendment to the previous year's budget and according to state law the amendment needs approved no later than November 30th.

City Attorney Horowitz recommends approving the items by motion this evening, if there is a need to call a special meeting, he will get with the manager in the morning and reconfirm whether that is necessary.

City Manager Eggleston said he spoke with the Commission about shifting from the ordinance to transfers.

Commissioner Shrouder said he spoke only on the administrative approval he did not see the tree confiscation fund and the police confiscation fund.

City Attorney Horowitz proposed reading the ordinance that was originally published into the record and scheduling an emergency meeting if required.

Commissioner Mallozzi asked why the ordinance was taken off the agenda. City Manager Eggleston said he had some additional discussions and pivoted away from the ordinance and moved to budget fund transfer amendments.

Commissioner Green said Commissioner Shrouder only represents 1/5 of the Commission.

Commissioner Mallozzi said the ordinance was on the agenda and then after agenda review with Commissioner Shrouder the item was changed. She said recommendations should come from the City Attorney. Commissioner Mallozzi asked if they can vote on the ordinance.

City Attorney Horowitz answered yes, as this is a procedural issue. The substance of the amendments are still on the agenda.

City Attorney Horowitz read Ordinance 23-26 into the record as follows: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 2022-22, ADOPTED ON SEPTEMBER 27, 2022;

PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2022-2023 FOR THE CITY, AND THAT THE BUDGET BE INCREASED IN THE AMOUNT OF $64,187.00; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Commissioner Green moved to approve Ordinance 23-26. Mayor Ross seconded the motion which prevailed by the following roll call vote. (4-1)

YES: Commissioners Mallozzi, Katzman, Green and Mayor Ross

NO: Commissioner Shrouder

Commissioner Shrouder asked if there will be a Special Meeting scheduled.

City Attorney Horowitz will research the need for a special meeting or if second reading can be done on the first meeting in December.

Commissioner Shrouder said he recommended the change to the notifications due to the need of the special meeting within 60 days.

CITY ATTORNEY REPORT

City Attorney Horowitz asked Commission approval to revise the resolution approved for American Legion Way. Broward County asked to revise the Resolution to clarify the actual location of the street. He also advised our special counsel, Bob Klausner, expects to file a third amendment complaint in our lawsuit with BSO and requests a Special Shade Session from the Commission.

POLICE CHIEF'S REPORT

26. Police Chief's Report

Captain De Giovanni advised the activity scheduled for Cooper City Elementary School has been postponed and will be rescheduled. The Aggressive Driving and Speeding Operation continued this month with an additional 77 citations, 40 of which were speeding with the highest speed at 88 miles per hour on Sheridan Street. These operations will continue throughout the holiday season. The Commercial Plaza initiative also continues with no major concerns. The Code Enforcement proactive sweep resulted in 101 citations with a 70% compliance rate. He also advised he will be launching a Parking Enforcement Team by the end of the year with two volunteers trained. The Real Time Crime Center continues to help solve cases. He also advised the holidays can lead to a spike in suicides and he advised it is important to keep an eye on your neighbors and call the National Suicide Hotline at 988 if needed. Santa letters will be rolled out on November 24th. The Holiday Safety Plan will be launched the day after Thanksgiving and the COP appreciation dinner will be held on December 6th. There will be a new deputy assigned this Saturday leaving sworn vacancies at one.

Commissioner Mallozzi spoke on the importance of checking on veterans as the rate of suicides is high. She also advised of an event on Griffin Road with motorcycles. Captain De Giovanni advised he did monitor the group who was tied to an Air B&B issue.

City Manager Eggleston advised over the past several weeks the Evaluation Committee has met with regard to the RFP for the Solid Waste proposal and the item will come before the Commission at the December 12th Commission meeting. He also advised he will be interviewing candidates for the

Executive Assistant to the Elected Officials position and his hope is to limit the pool to two for one on one interviews with the Commission. He also thanked the Commission for their support on the position approvals tonight and thanked Tim Fleming for his work as the Interim Public Works Director.

FIRE CHIEF'S REPORT

27. Fire Chief's Report

Chief Harrington advised his team continued public awareness and events for Fire Prevention Month. Registration for the Santa Signup Program will be held on November 28th at 8:00 AM. Santa will visit homes on December 16th and 17th. The Fire Hydrant Design Project starts this week and he has met with five of the eight schools.

Mayor Ross asked where District 28 started for the call with the response time of 15 minutes. Chief Harrington said he does not have numbers on where the truck was when the call came in. Mayor Ross said Chief Harrington has provided him with starting point's previously. Mayor Ross asked City Manager Eggleston to have the report provided to the Commission.

Commissioner Shrouder explained the information is in a system that is not controlled by the City.

Mayor Ross would like the starting point of calls. Chief Harrington will look into the information.

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

Audio was out.

Commissioner Shrouder asked City Attorney Horowitz to determine if the budget transfer amendment is required for items 24 and 25 or if the Ordinance is required. He would also like the sign ordinance revised as it is unconstitutional.

City Attorney Horowitz said the entire sign code section needs updated. Commissioner Shrouder wants to clean up the political sign section to avoid the Code Enforcement Department from having to do additional unnecessary work.

Consensus was reached for the City Attorney's Office to bring back an ordinance to address political signs.

Commissioner Shrouder asked about the Special Magistrate Ordinance. City Attorney Horowitz advised he is actively working on the ordinance.

Commissioner Katzman thanked Interim Public Works Director Tim Fleming for his work. He also asked for an update on signs at the parks to provide phone numbers for concerns. City Manager Eggleston said the signs have been ordered but he is not sure of delivery time. Commissioner Katzman asked if we can share the phone numbers now on our social media accounts.

Commissioner Mallozzi clarified her past statements and said there was an appearance of impropriety regarding the previous Public Works Director and the RFP for Solid Waste. There has been 40 employees that have left the City before her time on the dais. She advised she can speak on her concerns with a contract if she has one.

Mayor Ross said facts are facts. He advised the position required a qualified individual and thanked Mr. Fleming for his hard work.

ADDITIONAL PUBLIC COMMENTS (3 MINUTES)

Brett Rosenberg, 5200 90th Ave, spoke on selective code enforcement. He spoke on his concerns with only certain individuals being cited.

Mayor Ross recognizes Mr. Rosenberg's concerns and understands Captain De Giovanni is addressing his concerns.

ADJOURNMENT

The meeting adjourned at 11:48 PM.

The minutes of the Regular Commission Meeting of November 14, 2023 were approved during the Regular City Commission Meeting of December 12, 2023.

Greg Ross, Mayor

Tedra Allen, City Clerk

ADA NOTICE

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

DECORUM

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

attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission.

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

WEBVTT

1

00:00:00.000 --> 00:00:28.559

Cooper City Hall: Potentially sustaining someplace special with sound policy, and in collaboration with our city manager we have been able to lower the city's millage rate. Yet again, the current operating millage rate of 5.8 7 5 is the lowest in Cooper City since 2,015. This is a true Testament to the hard work and dedication of the City commission and staff. We also improved the city's financial position by adding another 2 million dollars to our reserves part of the city.

2

00:00:39.470 --> 00:00:40.229

but to leave

3

00:00:40.440 --> 00:00:41.280

Cooper City Hall: the flag

4

00:00:46.020 --> 00:00:46.780

one needs

5

00:00:49.260 --> 00:00:49.980

liberty.

6

00:00:51.150 --> 00:00:53.049

Thank you. Have roll call, please.

7

00:00:56.360 --> 00:00:57.970

Commissioner Malzi. Here

8

00:00:58.120 --> 00:01:03.969

Cooper City Hall: Commissioner Katzmann, here Commissioner Schroeder, here Commissioner Green here, Mayor Ross here.

9

00:01:04.390 --> 00:01:28.619

Cooper City Hall: and may I have the decorum policy read by Jacob Orowitz? Thank you. Good evening, Mayor Commission for the record. The city's decorum policy reads as follows, members of the Commission, staff, members, citizens, and others are required to use civil and appropriate language when addressing the Commission, or anyone present at the meeting, and must refrain from using profanity, cursing or exhibiting aggressive or threatening behavior.

10

00:01:28.800 --> 00:01:34.890

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

11

00:01:35.000 --> 00:01:57.499

Cooper City Hall: No personal verbal attacks toward any individual by either the Commission, staff, citizens or others will be allowed during any meeting of the city commission, 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 herein shall be barred from further audience before the Commission by the mayor, or by request of any member of the Commission

12

00:01:57.500 --> 00:02:15.529

Cooper City Hall: unless permission to continue. Or again, address the Commission, be granted by a majority vote of the Commission members present. Thank you, Mayor Commission. Thank you, and changes to the agenda or an emergency matters. I know I'm going to ask the Commission unless you have a strong objection. I'd like to change item number 3 to item number one.

13

00:02:16.090 --> 00:02:31.490

Cooper City Hall: Hearing no objection. That'll be completed. Mr. City Manager, are there any other team, Mayor? Just a couple of items, if you don't mind we did have. We did have several that were on the posted agenda that we removed. We had an item related to Granakus. We've postponed to December meeting.

14

00:02:31.590 --> 00:02:47.659

Cooper City Hall: also an item related to the heaters and chillers at the Pool Antennas Centre. We moved that to the December twelfth meeting as well. and we had an ordinance that was on Ordnance 2326, which has been removed and replaced with 3

15

00:02:47.780 --> 00:03:02.810

Cooper City Hall: Fund transfer slash budget amendments that are under the city manager's report. That is all this evening. Thank you very much, and we move on to the proclamations, and the first one will be Jccc. Mccabe games presentation. Everyone would please join me down at the podium.

16

00:04:01.220 --> 00:04:06.580

Cooper City Hall: Together we, with the help of the Jccc. Professional staff.

17

00:04:06.630 --> 00:04:18.649

Cooper City Hall: wonderful volunteers, sponsors, government partners of the municipal State and county levels have successfully hosted the 2023 Jccc. Mccabe games and access.

18

00:04:18.779 --> 00:04:29.910

Cooper City Hall: The Jccc. Mccabe team would like to present the city with a memento commemorating its role and contribution to the games. I would ask that Anna Ehrlich.

19

00:04:29.940 --> 00:04:46.440

Cooper City Hall: 2023 Jccc. Mccabe games and access director, join us here at the podium as well as Lee, Rosenberg, 2023 Jccc. Mccabe games and access assistant director is Lori green, 2023 Jccc. Mccabe Games and Access director, Co. Chair.

20

00:04:46.600 --> 00:05:04.650

Cooper City Hall: Mayor Debbie Eisener, 2023 Jccc. Mccabe games and access executive co-director, and if my city, my our city employees, who are receiving the Medott Medals Tim Fleming and Joshua Rhodes. Please join us up here as well.

21

00:05:15.200 --> 00:05:16.030

Cooper City Hall: please

22

00:05:21.910 --> 00:05:22.750

alright.

23

00:05:23.560 --> 00:05:27.690

Cooper City Hall: Good evening, Mayor. Missioners.

24

00:05:27.990 --> 00:05:32.249

Cooper City Hall: great to be. It's always great to be back here

25

00:05:32.420 --> 00:05:50.279

Cooper City Hall: residents of Cooper City. As a former mayor. It is great to be back here, but I do come here as a co-chair, as you shared of the 2023 Jccc. Mccabe games and access joining me tonight is Anna Ehrlich. She was the Jccc. Games and access

26

00:05:50.280 --> 00:06:04.909

Cooper City Hall: director, and Lee Rosenberg was our assistant director. Unfortunately, Lori Green could not join us tonight. Scott. Olga also wanted to be here, and he sends his regrets, but they do have a board meeting tonight.

27

00:06:05.100 --> 00:06:14.760

Cooper City Hall: anyway. As I shared with you, I did have the privilege of co-chairing, and it was one of the largest set of Jccc. Mccabe games in their 41 year history.

28

00:06:14.990 --> 00:06:25.110

Cooper City Hall: This year, too, we actually hosted the inaugural access games which were designed specifically with youth, with intellectual and developmental disabilities

29

00:06:25.480 --> 00:06:38.380

Cooper City Hall: based on our opening ceremony count. This global event attracted over 10,000 people, which was comprised of the athletes, coaches, volunteers, spectators, and sponsors.

30

00:06:38.510 --> 00:06:41.430

Cooper City Hall: I'm excited to share that of the tenth

31

00:06:41.520 --> 00:06:50.340

Cooper City Hall: 1,000 number. Over 500. Residential addresses are identified as Cooper City.

32

00:06:50.630 --> 00:06:59.319

Cooper City Hall: This is just an amazing number, greater than any municipality in Broward County. So you guys deserve an applause without Africa.

33

00:07:01.830 --> 00:07:13.049

Cooper City Hall: It's a true testament to the spirit of Cooper City residents, many of whom open their homes to house athletes and have volunteered in various capacities for the games.

34

00:07:13.060 --> 00:07:20.679

Cooper City Hall: Additionally, a significant number of athletes and access participants competing in the games were Cooper City residents.

35

00:07:21.140 --> 00:07:35.760

Cooper City Hall: So by the numbers, I just want to share a few statistics which really give you a true picture of what was taking place. We had 1,620 visiting athletes, participating throughout 12 different sports.

36

00:07:35.950 --> 00:07:56.179

Cooper City Hall: 215 local athletes that represented what we call Team Fort Lauderdale, although it's really Team Broward County. But we learned a lesson one year, being in another State far away, and we said we were Team Broward County, and they said, where's Broward County? And we could have. We could've said Alaska. So we became Team Fort Lauderdale.

37

00:07:56.480 --> 00:07:59.939

Cooper City Hall: There were 21 access access participants.

38

00:08:00.200 --> 00:08:16.579

Cooper City Hall: 375 coaches and chaperones, 850 community volunteers, 600 hosts, families who opened up their homes and hearts. 64 delegations, including international representation from Israel.

39

00:08:16.610 --> 00:08:23.340

Cooper City Hall: Ukraine, Argentina, South Africa, Mexico, Canada, and Great Britain.

40

00:08:23.670 --> 00:08:34.100

Cooper City Hall: 110,000 bottles of Dasani water, power, aid, and soda provided by one of our major sponsors, coca cola.

41

00:08:34.510 --> 00:08:41.100

Cooper City Hall: 47,000 pounds of ice. and 20,000 meals served.

42

00:08:41.799 --> 00:08:51.800

Cooper City Hall: We have asked to join you in person this evening to express our deepest gratitude for the city's exceptional support of the 2023 Jccc. Mccabe games in access.

43

00:08:52.030 --> 00:09:06.550

Cooper City Hall: It's been an extraordinary journey, and we are genuinely appreciative of the invaluable partnership that Cooper City has provided as a memento of her appreciation and gratitude for this exemplary partnership.

44

00:09:06.570 --> 00:09:12.519

Cooper City Hall: We would like to present you with this framed VIP. Middote battle.

45

00:09:12.710 --> 00:09:22.479

Cooper City Hall: The Jccc. Macabre games and axis is not only part about being part of the Jewish people, it comes with a mission.

46

00:09:22.750 --> 00:09:28.129

Cooper City Hall: and that is to make the world a better place and make ourselves better people.

47

00:09:28.470 --> 00:09:31.990

Cooper City Hall: The word medote in Hebrew actually means character.

48

00:09:32.190 --> 00:09:54.860

Cooper City Hall: and those who are awarded with a medote medal, which we will see in just a little bit. As well receive it because of their kindness, compassion, respect, and genuine concern for others. But this framed Vipote medal represents the kindness, care, and support from all of our friends from Cooper City. And thank you so much.

49

00:09:54.940 --> 00:10:05.020

Cooper City Hall: I'm going to turn it over to Lee Rosenberg at this moment, because he's going to present some separate medals medals. And then, hopefully, we can have a photo OP with everybody.

50

00:10:07.280 --> 00:10:08.660

Cooper City Hall: Thank you, Mayor Debbie.

51

00:10:08.750 --> 00:10:34.700

Cooper City Hall: so I would like to present 2 additional adult medals to Tim Fleming and Josh Rhodes from Parks and Rec. And public works who went above and beyond throughout the week of the games leading up to it. Demonstrated 2 adult values and joy and respect. We dealt with a lot of issues leading up to the games. The week of the games with weather, and by 7 8 in the morning each of the fields are ready to go we had

52

00:10:34.960 --> 00:10:53.899

Cooper City Hall: floods of water on baseball fields, but our our public works team are there right and early, getting things ready, and Josh's team over at Flingle Park in Cooper City. Optimus we're outstanding we added fields at midnight and night before everything was ready to go. So thank you guys so much for everything you did in the city as a whole.

53

00:11:09.810 --> 00:11:11.110

Cooper City Hall: Absolutely.

54

00:11:26.620 --> 00:11:27.640

Cooper City Hall: Thank you.

55

00:11:29.960 --> 00:11:30.690

Bye, bye.

56

00:11:33.170 --> 00:11:36.740

that they are going to exist. Okay, okay.

57

00:11:38.540 --> 00:11:39.869

Cooper City Hall: 1, 2

58

00:11:45.260 --> 00:11:46.370

Cooper City Hall: more. Just

59

00:11:56.500 --> 00:11:57.810

Cooper City Hall: we're gonna

60

00:12:03.800 --> 00:12:04.540

I hear.

61

00:12:06.010 --> 00:12:12.970

Cooper City Hall: right there.

62

00:12:32.160 --> 00:12:33.260

Thank you. Everyone.

63

00:12:35.380 --> 00:12:39.150

Cooper City Hall: You for the next of the games before they.

64

00:12:40.140 --> 00:12:41.470

Cooper City Hall: So that's how

65

00:12:47.590 --> 00:12:53.140

Cooper City Hall: next we have a presentation for Pioneer Day for Amy Haywang.

66

00:12:53.680 --> 00:12:59.010

Cooper City Hall: Broward, county residents and visitors. Celebrated Pioneer Day, 2023.

67

00:12:59.450 --> 00:13:13.289

Cooper City Hall: Pioneer Day is an annual event that recognizes the contributions of broward county residents who have made a positive impact on their communities through their professional business, civic, educational, historic, artistic, or inspirational endeavors

68

00:13:13.440 --> 00:13:27.090

Cooper City Hall: and congratulations to the city of Cooper City nominee, Amy Haywang. Those of you who know her know how much she has done. Unfortunately, she's not able to be with us tonight. I think it's important that this be read into the record.

69

00:13:27.330 --> 00:13:36.559

Cooper City Hall: Aside from her many accomplishments within Broward County, serving as 2,017 Broward County pioneer. Her career path is reflective of her dedication.

70

00:13:36.650 --> 00:13:42.730

Cooper City Hall: Amy has spent 20 years of employment with the broward sheriff's office dispatching a 9 11 office.

71

00:13:42.810 --> 00:13:52.649

Cooper City Hall: She's an active participant of the adult programs, a member of several local women's groups, including the Red Hat Society and a regular volunteer at Memorial Hospital.

72

00:13:52.900 --> 00:13:58.269

Cooper City Hall: He also serves, and on the Senior Advisory Board and the census complete Count Committee.

73

00:13:58.390 --> 00:14:05.829

Cooper City Hall: She's a great representation of Cooper City as a resident who is active within the community, and always willing to give a helping hand.

74

00:14:06.170 --> 00:14:11.169

Cooper City Hall: having the privilege to speak with her regularly, with conducting Resident Wellcheck

75

00:14:11.620 --> 00:14:16.989

Cooper City Hall: during COVID-19, Amy has always remained her most cheerful and optimistic self.

76

00:14:17.180 --> 00:14:27.729

Cooper City Hall: even at 1 point off at her own personal vehicle wheelchair modified for anyone needing to use it. That is written by Gina Maggio, our adult program specialist.

77

00:14:27.920 --> 00:14:50.770

Cooper City Hall: I have the certificate of special Congressional recognition as well presented to Amy Haywang in recognition of outstanding and invaluable service to the community signed by our representative Congresswoman, Debbie Wasserman Schultz, and we have this certificate from the pioneer day of Broward County, the certificate of recognition

78

00:14:50.920 --> 00:15:11.450

Cooper City Hall: Broward County, Florida Board of County Commissioners, and the Broward County Historic Preservation Board, by these presents recognizes and proclaims Amy Haywang, a modern pioneer, whose efforts as a good and productive citizen have contributed to the growth and development of Broward County, Florida. During longtime local residents

79

00:15:11.450 --> 00:15:22.040

Cooper City Hall: signed by the Mayor Lamar, Fischer, and Derek Davis, chair of the Historic Preservation Board, and if she were here, and I will do it on her behalf.

80

00:15:22.080 --> 00:15:24.430

Cooper City Hall: says, Thank you very much for the recognition.

81

00:15:37.540 --> 00:15:41.180

Cooper City Hall: Yeah, I have a proclamation here for Mr. Valentine.

82

00:15:41.510 --> 00:15:46.440

Cooper City Hall: Put you there. Valentine. you can come on up.

83

00:15:49.150 --> 00:15:51.840

Cooper City Hall: Example.

84

00:15:53.170 --> 00:15:58.850

Cooper City Hall: Mr. Valentine. Mr. Valentine is one of the security. Come on over here, so they can now

85

00:15:58.900 --> 00:16:27.270

Cooper City Hall: see ya. But Mr. Valentine's one of the Security guards for the country Glenn neighborhood, and he's celebrating his twentieth year protecting that neighborhood. And any anybody who who knows Cooper City knows that we're known for our public safety, our safe neighborhood and neighborhoods. And it's a dedicated employees like Mr. Valentine that helped make that possible. So anyone who lives in gated communities know a lot of gated communities they go through, you know, different staff. Probably.

86

00:16:27.270 --> 00:16:38.579

Cooper City Hall: you know, a couple years. So to spend 2 decades committed to one neighborhood is really incredible. So we wanted to go ahead and present you with this proclamation. Let me read it to you.

87

00:16:38.600 --> 00:16:57.650

Cooper City Hall: Whereas Mr. Valentine has dedicated 20 years of service as security guard vigilantly safeguarding the residents and properties of the country Glen neighborhood, whereas, in his unwavering commitment to the safety and well being of country, Glen Community, has contributed to Cooper city's reputation here, and peaceful place to live, and where's through his dedication

88

00:16:57.650 --> 00:17:15.700

Cooper City Hall: he has become a respected figure, known for his integrity, professionalism, friendly demeanor, embodying the spirit of community service, and whereas the residents of Country Glen recognize and deeply appreciate his 2 decades of continuous night and day efforts that go often go unseen, but without

89

00:17:15.770 --> 00:17:19.469

Cooper City Hall: which the tranquility of our neighborhood could not be preserved.

90

00:17:19.609 --> 00:17:26.110

Cooper City Hall: Now, therefore, I, the handsomer Mayor, Greg Ross. of Cooper City, that's brilliant

91

00:17:26.730 --> 00:17:39.180

Cooper City Hall: on behalf of the City Commission and our grateful community, who hereby extend our deepest gratitude to Mr. Valentine on the occasion of his twentieth anniversary, serving and protecting the country, home, community.

92

00:17:39.300 --> 00:18:05.590

Cooper City Hall: and witness here of. I've set my hand and caused the great seal of the city of Cooper City, Broward County, Florida, to be affixed on this fourteenth day of November 2023. Let this

proclamation be a testament for your valued service and stead vest dedication, which enhances the quality of life for country glen residents and our beloved city. We look forward to your continued presence and contributions, and trusting this community to you help

93

00:18:06.110 --> 00:18:09.640

Cooper City Hall: for safety and security done this fourteenth day of November

94

00:18:09.710 --> 00:18:15.750

Cooper City Hall: 2025. So here you go. I don't know if you

95

00:18:16.090 --> 00:18:20.410

Cooper City Hall: if you want to take some pictures with us, or if you have some family, they want to take some pictures.

96

00:18:20.560 --> 00:18:28.189

Cooper City Hall: I don't know is some of your family. Yeah. So why don't you come back here, take it with us. And

97

00:18:32.260 --> 00:18:32.990

Cooper City Hall: you know.

98

00:18:47.320 --> 00:18:56.970

Cooper City Hall: you guys want to go up as well is that on yep.

99

00:19:21.590 --> 00:19:22.290

Hello.

100

00:19:23.670 --> 00:19:25.670

Cooper City Hall: okay, just another, one.

101

00:19:36.450 --> 00:19:38.020

Cooper City Hall: I will appeal

102

00:20:01.040 --> 00:20:09.389

Cooper City Hall: something near and dear to my heart. We've got the chess tournament. Cooper City. Robert D. Eberta. Come on up, join us, Neil. Come on up, join us.

103

00:20:12.090 --> 00:20:20.739

Cooper City Hall: Cooper City supports students from kindergarten through twelfth grade with the opportunity to play chess every Saturday from 9 to 11.

104

00:20:20.840 --> 00:20:32.480

Cooper City Hall: They're also given an opportunity, one time a month, to beat the mayor, which they do on a regular basis. Students from beginner to intermediate levels are welcome. We invite students of all ages with

105

00:20:32.830 --> 00:20:35.339

Cooper City Hall: no chess experience to come and learn.

106

00:20:35.410 --> 00:20:44.249

Cooper City Hall: Our Cooper City Chess Club was thrilled to see 7 students from Cooper City participate in the chess tournament and learn so much and have a great time.

107

00:20:44.420 --> 00:20:53.619

Cooper City Hall: Players interact with other players and form new friendships. We encourage a positive experience, and many players are more than happy to help beginners learn

108

00:20:53.880 --> 00:21:01.500

Cooper City Hall: friendly competition in a safe environment. All levels of play are welcome, and we have. May I thank you?

109

00:21:04.400 --> 00:21:05.390

Excellent!

110

00:21:05.550 --> 00:21:08.069

Cooper City Hall: With the following, you know what, Robert.

111

00:21:08.670 --> 00:21:09.920

you present them?

112

00:21:12.980 --> 00:21:27.030

Cooper City Hall: Okay, so we had 7 of our students that from Cooper City participate in a tournament that was sponsored by the national Scholastic Chefs foundation.

113

00:21:27.080 --> 00:21:33.780

Cooper City Hall: They go around the country running these tournaments. There were approximately 110

114

00:21:33.840 --> 00:21:45.840

Cooper City Hall: students participating from elementary, probably first and second grade. All the way up to probably twelfth grade. Our middle school participants competed with the

115

00:21:45.870 --> 00:22:03.840

Cooper City Hall: high school participants in one group, and then the elementary was in a separate group. There's another tournament coming up in December by Broward County School system, and that one will be about 240 participants, and it will be separate categories for the elementary middle and

116

00:22:03.970 --> 00:22:15.389

Cooper City Hall: high school. So we lucked out we were able to get our team. We didn't realize we were gonna have 3 students from Embassy Creek elementary there. So we're able to

117

00:22:15.640 --> 00:22:23.199

Cooper City Hall: placed them as a team as well as individually. There was no other role within Cooper City that had multiple players.

118

00:22:23.220 --> 00:22:33.059

Cooper City Hall: So we and they placed first they did a total for the team. There were 2 other teams. I believe that had 3 participants as well, and we just

119

00:22:34.020 --> 00:22:41.439

Cooper City Hall: beat them out. So congratulations goes to. I'll do them one by one. Samuel gold in this.

120

00:22:41.540 --> 00:22:47.340

Cooper City Hall: Is that close? Am I right? Very good.

121

00:22:48.550 --> 00:22:49.460

Cooper City Hall: The local

122

00:22:50.140 --> 00:22:52.050

project and

123

00:23:02.180 --> 00:23:04.620

Cooper City Hall: one of the

124

00:23:07.620 --> 00:23:10.880

probably our Saturday event?

125

00:23:12.220 --> 00:23:13.470

Cooper City Hall: Oh, thank you.

126

00:23:13.510 --> 00:23:15.630

Cooper City Hall: Then.

127

00:23:15.940 --> 00:23:17.770

Cooper City Hall: I'm not sure if you're here or not

128

00:23:17.870 --> 00:23:19.779

Cooper City Hall: hang down.

129

00:23:20.300 --> 00:23:24.509

Cooper City Hall: But he was one of our stronger players.

130

00:23:24.660 --> 00:23:26.260

Cooper City Hall: And

131

00:23:28.540 --> 00:23:30.850

Cooper City Hall: Liam Dia, as I'm not sure

132

00:23:32.680 --> 00:23:38.930

Cooper City Hall: yeah. The next 2. I know it. Yeah. Okay. Benjamin.

133

00:23:39.810 --> 00:23:42.219

Cooper City Hall: hey, Buddy? Good job.

134

00:23:46.540 --> 00:23:49.059

Cooper City Hall: And last, but not least.

135

00:23:49.520 --> 00:23:53.950

Cooper City Hall: down there. Thanks. Summer. Zain.

136

00:23:55.490 --> 00:23:57.200

Cooper City Hall: Congratulations, Buddy.

137

00:24:02.810 --> 00:24:03.679

Cooper City Hall: Good job

138

00:24:05.310 --> 00:24:06.250

joining me.

139

00:24:16.620 --> 00:24:19.179

Cooper City Hall: Want to go with it. Okay.

140

00:24:36.490 --> 00:24:50.600

Cooper City Hall: and just a short note, Neil Strauss is, is there every Saturday as as well as Robert? Without them to be impossible to do. We do. The students of

141

00:24:53.090 --> 00:24:56.729

Cooper City Hall: adults are welcome, too, very much welcome.

142

00:24:56.810 --> 00:25:13.620

Cooper City Hall: We're there for Saturday.

143

00:25:13.700 --> 00:25:18.310

Cooper City Hall: Thank you. And again, thank you. Thank you. Thank you.

144

00:25:23.410 --> 00:25:26.000

Cooper City Hall: Chief Harrington, would you please join me at the podium

145

00:25:33.240 --> 00:25:38.940

Cooper City Hall: today we have a Burge broward. Sheriff's office. Recognition of fire rescue. 2, 2, 8 crew.

146

00:25:39.200 --> 00:25:46.370

Cooper City Hall: Duke City rescue. 2, 2, 8 responded to an incident in which they infused life-saving whole blood into a trauma patient.

147

00:25:46.650 --> 00:25:59.840

Cooper City Hall: The hospital surgeons credited the advanced life support treatment for saving the patient's life. This group is being recognized for the medical intervention and their dedication to excellence. if you please, have fire fighter paramedic.

148

00:25:59.960 --> 00:26:05.030

Cooper City Hall: and I'm not greatly pronouncing the names. Everyone knows that the whole cafe

149

00:26:05.670 --> 00:26:07.409

Cooper City Hall: is he? Thank you.

150

00:26:07.500 --> 00:26:09.850

Cooper City Hall: The other 2 are not, but

151

00:26:12.880 --> 00:26:19.090

Cooper City Hall: I think they they deserve special recognition. Lieutenant Steve. We're Janet

152

00:26:19.290 --> 00:26:22.650

Cooper City Hall: and firefighter, Paramedic, Stephanie Buzzani.

153

00:26:22.780 --> 00:26:24.610

Cooper City Hall: and brief. I'll ask you.

154

00:26:35.190 --> 00:26:36.190

Cooper City Hall: Good evening.

155

00:26:37.900 --> 00:26:49.220

Cooper City Hall: My name is Gary Harrington. I'm the proud sheriff's office Fire rescue District chief for Cooper City tonight I am going to recognize the life-saving efforts

156

00:26:49.400 --> 00:26:53.510

Cooper City Hall: of emergency medical services. Lieutenant Steven Brevanic.

157

00:26:54.300 --> 00:26:57.869

Cooper City Hall: Stephanie Guazani and Nahu Cafe

158

00:26:58.960 --> 00:27:05.900

Cooper City Hall: on the morning of August 14, 2,023, Cooper City's rescue, 2, 2, 8

159

00:27:05.970 --> 00:27:11.659

Cooper City Hall: responded to a motor vehicle. Accident on i. 75, and us 27.

160

00:27:12.330 --> 00:27:17.520

Cooper City Hall: There were a total of 7 patients on scene, 5 of which were trauma alerts

161

00:27:18.690 --> 00:27:24.710

Cooper City Hall: to expand. A little trauma alert is when the patient meets life, so life threatening criteria.

162

00:27:25.610 --> 00:27:34.930

Cooper City Hall: The rescue crew notifies the hospital the hospital at that point. Assembly specialized surgeons

163

00:27:35.060 --> 00:27:39.800

Cooper City Hall: from the hospital to come to the emergency department awaiting the arrival of the patient

164

00:27:40.940 --> 00:27:55.200

Cooper City Hall: rescue. T. 2 H. Patient needed to be extricated from the vehicle. using multiple tools, including the jaws of life before medical treatment could begin. Once the patient was removed from the vehicle.

165

00:27:55.390 --> 00:28:00.760

Cooper City Hall: the rescue team's evaluation revealed open leg fractures and a crushed pelvis.

166

00:28:01.790 --> 00:28:06.859

Cooper City Hall: the crew stabilize the fractures and the pelvis while en route to the hospital.

167

00:28:07.100 --> 00:28:12.990

Cooper City Hall: and in addition to Iv. Fluid replacement. Ekg. For cardiac monitoring.

168

00:28:14.070 --> 00:28:17.269

Cooper City Hall: they introduced medications for pain and shock.

169

00:28:17.740 --> 00:28:21.910

Cooper City Hall: Rescue. 2 2 age crew also administers whole blood.

170

00:28:22.930 --> 00:28:26.049

Cooper City Hall: On arrival at the hospital the trauma surgeons

171

00:28:26.300 --> 00:28:29.990

Cooper City Hall: took the patient directly into surgery.

172

00:28:30.430 --> 00:28:33.689

Cooper City Hall: and, like Mr. Mayor, said, credited

173

00:28:33.760 --> 00:28:37.129

Cooper City Hall: the infusion of whole blood into saving the patient's life.

174

00:28:38.860 --> 00:28:46.819

Cooper City Hall: Broward sheriff's office was the first agency in the State of Florida to utilize whole blood in the field.

175

00:28:47.890 --> 00:28:52.980

Cooper City Hall: Since then our sheriff's office is assisting other departments in the State.

176

00:28:53.120 --> 00:28:55.890

Cooper City Hall: and their efforts carry whole blood also.

177

00:28:57.240 --> 00:29:05.100

Cooper City Hall: So at this time I would like to read the plaque here. It's an outstanding achievement award

178

00:29:05.440 --> 00:29:17.899

Cooper City Hall: presented to broward, sheriff's office firefighter, paramedic Noel cafe for his outstanding performance and providing life-saving administration of whole blood during a mass casualty incident

179

00:29:18.020 --> 00:29:20.529

Cooper City Hall: on August 1420, 23.

180

00:29:21.320 --> 00:29:24.549

Cooper City Hall: Noel, thank you for your dedication and commitment

181

00:29:25.310 --> 00:29:26.520

Cooper City Hall: through excellence

182

00:29:34.020 --> 00:29:37.790

Cooper City Hall: and another certificate for outstanding public service.

183

00:29:39.740 --> 00:29:53.529

Cooper City Hall: Yeah. So, firefighter, no cafe. We would like to acknowledge your exceptional performance. Professionalism and dedication. acknowledging your exemplary patience and empathy as a city of cooper city team member.

184

00:29:53.790 --> 00:29:58.339

Cooper City Hall: We extend our sincerest gratitude for embodying the core values

185

00:29:58.370 --> 00:30:00.129

Cooper City Hall: of the city of Cooper City.

186

00:30:00.200 --> 00:30:08.619

Cooper City Hall: Your unwavering patience and empathy have not gone unnoticed, and we are proud to have you as an outstanding member of our team

187

00:30:09.140 --> 00:30:13.320

Cooper City Hall: presented on this day, 4, fourteenth day of November 2023

188

00:30:13.600 --> 00:30:16.050

Cooper City Hall: by by Mayor Greg. Ross.

189

00:30:17.320 --> 00:30:18.430

Cooper City Hall: Thank you.

190

00:30:44.190 --> 00:30:45.570

Cooper City Hall: You guys are dancing now.

191

00:31:48.820 --> 00:31:53.310

Cooper City Hall: Mr. Malone, would you like to do the fed adoption? I would love to thank you.

192

00:31:55.100 --> 00:31:56.789

Cooper City Hall: You get patient.

193

00:31:56.820 --> 00:31:58.900

Cooper City Hall: Dog should be up on the screen.

194

00:32:00.150 --> 00:32:13.860

Cooper City Hall: Beautiful Bella would love to go home with you. This sandy blonde beauty is 73 pounds 11 months old, and still has some growing to do. Sadly she was given up because she got too big.

195

00:32:13.910 --> 00:32:25.129

Cooper City Hall: Bella is good with other dogs, and enjoys playing with dogs. Her size. Her profile says she is good with cats, so please do a slow introduction. If you have a resident feline.

196

00:32:25.140 --> 00:32:32.920

Cooper City Hall: older kids might be best. We wouldn't want her to knock down any little ones by accident. Bella can be a little shy at first.

197

00:32:33.040 --> 00:32:36.570

Cooper City Hall: but give her a few minutes, and she warms up and wants to play.

198

00:32:36.590 --> 00:32:38.799

Cooper City Hall: Would she be a good fit for your family

199

00:32:38.960 --> 00:32:44.669

Cooper City Hall: to meet Bella or any other pet? Please visit the Humane Society and fill out a pre adoption

200

00:32:44.870 --> 00:32:49.600

Cooper City Hall: application. There are so many pets that are in need of a good home.

201

00:32:49.860 --> 00:32:55.779

Cooper City Hall: and they also take donations. So if you'd love to adopt a pet. I'm sure they would love to have you. Thank you.

202

00:32:56.700 --> 00:33:09.210

Cooper City Hall: Thank you. Moving on to public speaking. We have 2 individuals who have presently signed up. If there are any others, please so notify me, or if there's anyone on virtual, please do so as well. First is Robert Levine.

203

00:33:26.350 --> 00:33:38.620

Cooper City Hall: My name is Robert Levine, a Rock Creek, resident for over a decade and treasure of the Board of directors. We just announced for our membership that we'll be making meaningful adjustment quarterly juice by about 15.

204

00:33:39.310 --> 00:33:43.960

Cooper City Hall: This increases associated with the rapidly growing expenses in the community.

205

00:33:44.180 --> 00:33:46.100

Cooper City Hall: not for new projects.

206

00:33:46.480 --> 00:33:55.839

Cooper City Hall: although we support the plan presented tonight as it relates to the Stars program. We're unable and unlikely to leverage the funds, and

207

00:33:56.970 --> 00:34:00.479

Cooper City Hall: without the original financial consideration, 6 months

208

00:34:00.570 --> 00:34:03.329

Cooper City Hall: represents more than 10% of our annually budget.

209

00:34:03.820 --> 00:34:12.730

Cooper City Hall: We anticipated a 50 50 grant. And realistically, that's what we are likely only able to.

210

00:34:13.040 --> 00:34:24.169

Cooper City Hall: We're hopeful. The Commission will take this into consideration and prove a grant that 50% that is actually. or the Dso. Place the equipment in our public streets on our on our behalf.

211

00:34:24.270 --> 00:34:27.610

Cooper City Hall: The same degree has prioritized other non-profit treatments.

212

00:34:28.889 --> 00:34:34.390

Cooper City Hall: I have a question for you, Mr. Levine. I know you were here the last time. Am I correct?

213

00:34:34.730 --> 00:34:43.119

Cooper City Hall: The last 3 in jail. and I had asked, and and have not as yet received your budget and or your

214

00:34:43.960 --> 00:34:51.470

Cooper City Hall: tax return, profit and loss anything that would show us where you actually stand as far as monetarily.

215

00:34:51.610 --> 00:34:58.180

Cooper City Hall: And and that's unfortunate, because without it hard for us to make an informed, intelligent decision.

216

00:34:58.450 --> 00:35:04.070

Cooper City Hall: But last last time I think, I hopefully clarify that we're a not for profit organization.

217

00:35:04.210 --> 00:35:13.100

Cooper City Hall: We don't generate any profit, and our annual budget is about 1.2 million dollars. But I still ask for the information, and I haven't received it.

218

00:35:13.300 --> 00:35:22.589

Cooper City Hall: We can have it free tomorrow if you that that would help. But anyways, it's yeah. It represents about 10% of our annual budget. This, this single expense.

219

00:35:23.160 --> 00:35:25.490

Cooper City Hall: and you're increasing dues. 15%.

220

00:35:25.750 --> 00:35:26.470

Yes.

221

00:35:26.980 --> 00:35:28.549

Cooper City Hall: thank you very much.

222

00:35:30.680 --> 00:35:31.930

Cooper City Hall: Jennifer Gross.

223

00:35:36.420 --> 00:35:45.829

Cooper City Hall: Jennifer Gross 50 10 Regency Isles way. I'm also the president of the Country Glen Homeowners Association. I came to speak about 2 different things. I'm kind of gushing.

224

00:35:45.930 --> 00:35:49.129

Cooper City Hall: First and foremost. We want to thank Valen for

225

00:35:49.290 --> 00:35:56.889

Cooper City Hall: Mr. Valentine for 20 years. Serving country glen. Our community.

226

00:35:57.970 --> 00:36:14.200

Cooper City Hall: our community appreciates his service, and I could tell you from experience that if you call Valentine at 100'clock at night, because a security guard has abandoned their job, he will show up in about 10 min, so quite a Testament. He's also a veteran, having served in the Vietnam war with the army.

227

00:36:14.200 --> 00:36:30.359

Cooper City Hall: He was in the Air Force, a firefighter, a corrections. Officer. I really don't know how we were as lucky as as we are to have gotten Valentine to be the face that greets everybody at Country Glen. So a big thank you. To Mr. Valentine and his 20 years at Country Glen.

228

00:36:30.570 --> 00:36:56.359

Cooper City Hall: The next thing I wanted to talk about country glen is kind of up, I think, one of the quieter neighborhoods in in Cooper City we have a couple of loud people myself and my husband, probably but in the last couple of weeks we've had a couple of incidents that are uncharacteristic of Cooper country, Glen. We had an attempted burglary. While a while a resident was home.

229

00:36:56.410 --> 00:37:00.519

Cooper City Hall: And we also had some pretty significant vandalism.

230

00:37:00.800 --> 00:37:11.040

Cooper City Hall: The Vandals were caught on camera, but without seeing or knowing who they are. A picture or video is pretty useless. They came back on

231

00:37:11.170 --> 00:37:13.780

Cooper City Hall: thanks or not. Thanksgiving. Sorry on Halloween.

232

00:37:13.930 --> 00:37:17.480

Cooper City Hall: and I wanted to thank Bso

233

00:37:17.670 --> 00:37:40.440

Cooper City Hall: for an unbelievably response on what I'm sure was an unbelievably busy night in Cooper City. Specifically, Captain D. Giovanni deputy Mackie, who is an absolute rock star. Detective D. Giovanni, Sergeant Neeves. The deputies who raced to Country Glen at warp speed. Handled the parents of the perpetrators

234

00:37:40.980 --> 00:37:49.749

Cooper City Hall: with with grace and the Csa. Whose name I don't know. But whoever the Csa. Who was working that night on dispatch

235

00:37:49.760 --> 00:37:59.529

Cooper City Hall: she was phenomenal. I'd love to know what her name is, so we can thank her personally. But my husband kind of cut them off, and and he was given her directions.

236

00:37:59.540 --> 00:38:09.490

Cooper City Hall: As this chase was going on through Country Glen to get these people on the Polaris nam a little motorbike they did a lot of significant damage. But now we know who it is.

237

00:38:09.520 --> 00:38:28.479

Cooper City Hall: We have video. We have photos and country Glen hopefully will be able to be made whole. And that is, thanks to the hard and fast work of Bso. We're really lucky to have who we have in country and country. Glenn in Cooper City. Protecting us both in Cooper City.

238

00:38:29.170 --> 00:38:32.050

Cooper City Hall: He's a Vso. And

239

00:38:32.260 --> 00:38:34.039

Cooper City Hall: our wonderful security guard.

240

00:38:34.460 --> 00:38:36.889

Cooper City Hall: Mr. Valentine. Thank you. Thank you.

241

00:38:41.770 --> 00:38:47.830

Cooper City Hall: Is there anyone else here that wishes to speak. At this time, hearing none, anyone on virtual.

242

00:38:48.380 --> 00:39:16.600

Cooper City Hall: we'll go ahead and close the public speaking. Move on to the land development matters. Ask Jacob to read. 2325. Thank you. Mayor. Commission for the record. Item 7. Ordinance 2325 is an ordinance of the city of Cooper City, Florida, approving, rezoning. Petition number Z. 8, 1, 23, providing for the rezoning of the approximately 2.4 acres of real property, generally located on the northwest corner of Northwest 30 Seventh Street and northwest One Hundredth Avenue, approximately one half miles south of Stirling Road, in Cooper City, Florida.

243

00:39:16.600 --> 00:39:26.409

Cooper City Hall: Rezoning the subject property from E. 2. A State district to Broward county designation to each E. One a State District Cooper City designation providing for amendment to the city's official zoning map.

244

00:39:26.530 --> 00:39:39.359

Cooper City Hall: providing for codification, fighting for conflicts provided for severability and an effective day. Mayor is a quasi judicial item. Notice to ask that any individual seeking to speak to the

item be sworn in, and that the Commission make the appropriate disclosures to the extent that any applied.

245

00:39:40.910 --> 00:39:47.719

Cooper City Hall: Thank you very much. Anyone on the Commission have any disclosures to make at this time? Who are the

246

00:39:48.060 --> 00:39:49.980

Cooper City Hall: who are the people? The

247

00:39:50.000 --> 00:39:52.360

Cooper City Hall: applicants. Gayla

248

00:40:07.010 --> 00:40:10.860

Cooper City Hall: applicants. Names are Garel, Lopez.

249

00:40:10.990 --> 00:40:14.950

Cooper City Hall: Michelle Lopez, Maria Lopez, and Jamel Lopez

250

00:40:15.500 --> 00:40:17.340

Cooper City Hall: collectively, the gala residences.

251

00:40:18.500 --> 00:40:19.290

Cooper City Hall: Okay.

252

00:40:19.580 --> 00:40:22.749

Cooper City Hall: anyone have any disclosures hearing none.

253

00:40:24.270 --> 00:40:29.179

Cooper City Hall: Staff, is it for all of us? No, no, no, okay, go ahead. I was thinking, do different things.

254

00:40:29.240 --> 00:40:31.290

Cooper City Hall: So I believe.

255

00:40:31.650 --> 00:40:34.559

Cooper City Hall: What one of you gentlemen that called me?

256

00:40:34.730 --> 00:40:39.350

Cooper City Hall: Okay. So one of these gentlemen called me regarding

257

00:40:39.630 --> 00:40:40.480

Cooper City Hall: this.

258

00:40:40.720 --> 00:40:49.690

Cooper City Hall: and you just identify. Thank you very much. But I guess the disclosure is really that disclosure. But I don't have any of the other disclosure.

259

00:40:49.700 --> 00:40:50.720

Okay.

260

00:40:52.070 --> 00:40:53.980

Cooper City Hall: we came to the last.

261

00:40:54.230 --> 00:41:08.539

Cooper City Hall: If you if, when you speak, if you speak into the mic, we came to the last meeting last month. Thank you. Very much point of information. Do we need to disclose conversations we've had with members of the Royal Reservation District?

262

00:41:08.670 --> 00:41:10.499

Cooper City Hall: It will be the applicant or staff.

263

00:41:10.580 --> 00:41:18.850

Cooper City Hall: and the only other person I had a conversation with was, I think it was. It was somebody in the code portion. It

264

00:41:19.640 --> 00:41:24.790

Cooper City Hall: think it was. I don't know if it was the captain. or

265

00:41:25.230 --> 00:41:29.930

Cooper City Hall: maybe maybe we was out of out of town. Maybe it was Sergeant Mosca.

266

00:41:30.340 --> 00:41:31.150

Something

267

00:41:31.640 --> 00:41:34.059

Cooper City Hall: fair enough. You consider the importance that

268

00:41:40.430 --> 00:41:42.610

Cooper City Hall: I don't think it was about this?

269

00:41:43.050 --> 00:42:07.740

Cooper City Hall: I'm sorry, Michelle Lapis. No, ma'am, it wasn't quietly, patiently, and I remember y'all were twins, and I have twins, and I was messing with that alright. So I'm good, thank you.

270

00:42:09.270 --> 00:42:10.249

Cooper City Hall: How do you do?

271

00:42:10.540 --> 00:42:16.930

Cooper City Hall: And I? It was Jason Chop. They called about this wherever he is. I just asked him. He's there.

272

00:42:17.150 --> 00:42:22.199

Cooper City Hall: So we've disclosed staff. Yes, we've said we've disclosed staff. No problem

273

00:42:22.410 --> 00:42:29.370

Cooper City Hall: can't do more. Okay, okay. Having said that, Jason, you sorted

274

00:42:29.750 --> 00:42:34.949

Cooper City Hall: the whole truth, and nothing but the jury. You have a report on this

275

00:42:38.430 --> 00:42:45.230

Cooper City Hall: good evening, Mayor Commission. So this item is before you as a rezoning petition. Number Z. 8, 1, 23.

276

00:42:45.260 --> 00:42:53.119

Cooper City Hall: The property is located at northwest corner of Northwest 30, Seventh Avenue and Northwest Hundredth Avenue, approximately half a mile south of Stirling Road.

277

00:42:53.470 --> 00:42:57.610

Cooper City Hall: This is for a rezoning from Broward County, E. 2

278

00:42:57.760 --> 00:42:59.750

Cooper City Hall: to Cooper City, E. One.

279

00:42:59.790 --> 00:43:03.130

Cooper City Hall: The current land use designation is E. Estate

280

00:43:04.140 --> 00:43:10.970

Cooper City Hall: far as background and property description. Subject site is approximately 2.4 acres in size is presently vacant.

281

00:43:11.000 --> 00:43:19.699

Cooper City Hall: The property was Annexton to Cooper city in September 2,004, and is within preservation area known as Royal Palm ranches.

282

00:43:19.920 --> 00:43:30.710

Cooper City Hall: The rezoning is necessary in order for the lot to be developed into 2 single family homes, because the current county zoning E 2 requires a minimum lot size of 2 net acres per home.

283

00:43:31.150 --> 00:43:41.619

Cooper City Hall: The Pre and Annexation agreement states that all zoning changes must first go before the Preservation Board for a recommendation, and must be approved by a supermajority vote of City Commission

284

00:43:42.760 --> 00:43:56.540

Cooper City Hall: consistency with the adopted comprehensive plan proposed. E. One. A State district is consistent with the existing EA. State land use plan, designation, and that the density does not exceed that allowed or envisioned by the city Comp plan.

285

00:43:57.460 --> 00:44:04.710

Cooper City Hall: land, use, compatibility. The Ea State land, use plan, designation exists on property surrounding the subject site on all sides.

286

00:44:04.920 --> 00:44:17.030

Cooper City Hall: The requested zoning would allow a maximum of 2 units on the existing 2.4 acre lot 1.3 4 and 1.1 5 for each of the new proposed lots, utilizing one flex unit.

287

00:44:18.190 --> 00:44:29.630

Cooper City Hall: Traffic impacts. The rezoning request would allow the construction of 2 single family homes on the subject site which is not expected to excessively increase traffic impacts onto the surrounding roadways.

288

00:44:30.160 --> 00:44:39.029

Cooper City Hall: Staff findings. Staff acknowledges that the applicant has addressed the review kind of review criteria for the application to be processed before City Commission

289

00:44:40.140 --> 00:44:58.820

Cooper City Hall: Staff recommends that the City Commission approve the rezoning request to E. One estate district that it should be conditioned upon the inclusion of the attached exhibit reflecting a maximum of one home on a minimum of 1.3 4 and 1.1 5 acres to be submitted to the Bcpa. Office for separate folio numbers and legal descriptions.

290

00:44:59.470 --> 00:45:15.919

Cooper City Hall: This petition went before the Royal Palm Ranches Preservation Board on November 1, 2023, and had a recommendation of approval with a 50. Vote. This petition went to the P. And Z. Board on November sixth, 2023, and had a recommendation of approval with a 9. No vote.

291

00:45:16.490 --> 00:45:21.219

Cooper City Hall: The applicant is here before you tonight with a Powerpoint presentation as well. Thank you

292

00:45:21.780 --> 00:45:25.160

Cooper City Hall: at this time, I will open it up for public hearing.

293

00:45:25.470 --> 00:45:34.200

Cooper City Hall: Anyone wishing to speak at this time being known, anyone on virtual close public hearing do I have a motion, so

294

00:45:34.310 --> 00:45:42.630

Cooper City Hall: I have motion to approve by Commissioner Green, second second by Commissioner Schrodinger, Commissioner Green. Further, Commissioner Schrodinger.

295

00:45:43.060 --> 00:45:44.360

Cooper City Hall: Commissioner Katzmann.

296

00:45:45.650 --> 00:45:51.130

Cooper City Hall: Well, I'd like to hear from applicant that was up with all and come up.

297

00:45:52.630 --> 00:45:57.229

Cooper City Hall: There's no President. I was I was no, he's done the presentation.

298

00:45:57.470 --> 00:46:00.069

Cooper City Hall: They they have presentation prepared

299

00:46:00.090 --> 00:46:06.740

Cooper City Hall: as well. If Commission so choose the Powerpoint presentation. If we feel the need, of course

300

00:46:07.340 --> 00:46:08.210

one is it?

301

00:46:08.780 --> 00:46:11.520

Cooper City Hall: I'd like to find one of us who want to see it.

302

00:46:11.810 --> 00:46:13.080

Cooper City Hall: Please present.

303

00:46:14.830 --> 00:46:16.140

Cooper City Hall: please give me your name.

304

00:46:16.700 --> 00:46:21.420

Cooper City Hall: Michelle Lopez, and do you sort of tell truth, all truth and nothing but truth? I do thank you.

305

00:46:23.140 --> 00:46:24.609

Cooper City Hall: She hooked up to the Powerpoint.

306

00:46:35.930 --> 00:46:38.039

Cooper City Hall: Good evening. My name is Michelle Lopez.

307

00:46:38.200 --> 00:46:43.110

Cooper City Hall: and this is my brother-in-law, Jamel, my sister-in-law Lily, and my husband Jarell.

308

00:46:43.680 --> 00:46:48.889

Cooper City Hall: in the images. You'll see our daughters, Alia and Amelia, and my nephew's gray in London.

309

00:46:49.280 --> 00:46:56.690

Cooper City Hall: as you may know, we're here to discuss. Our request to split are jointly on property into 2 parcels, so we can begin building homes for our families.

310

00:46:56.970 --> 00:47:02.289

Cooper City Hall: A little tidbit of information. Galen Galla Resident, stands for Gray, Amelia, London and Alya.

311

00:47:04.970 --> 00:47:20.499

Cooper City Hall: Our request consists of converting An. E. 2 district to 2 E. One estate districts for the development of 2 single family homes. Each home will consist of 5,100 square feet, one sitting at 1.3 4 acres, and the other at 1.1 5 acres.

312

00:47:20.610 --> 00:47:31.029

Cooper City Hall: Our initial goal was to divide the property directly down the middle at 1.2 5 each. However, to ensure we align with all setback requirements, the lot sizes were adjusted.

313

00:47:32.780 --> 00:47:39.220

Cooper City Hall: Who's getting the bigger lot? That is the the second time we've been asked that

314

00:47:39.580 --> 00:47:48.940

Cooper City Hall: addressing arising concerns on or around September thirtieth, we were made aware that an opposition petition was promoted throughout the community

315

00:47:48.970 --> 00:47:53.530

Cooper City Hall: in the title and throughout the verbiage of the petition it indicated. We are requesting a variant.

316

00:47:53.560 --> 00:48:05.860

Cooper City Hall: I would like to provide some clarification. We are rezoning, but do not require a variance. As you may know. Cooper City Ordinance Code section 23, dash 1 53 indicates a variance of the modification of a zoning district.

317

00:48:05.930 --> 00:48:10.949

Cooper City Hall: Because we are meeting the zoning district requirements. We do not require variance.

318

00:48:11.890 --> 00:48:29.679

Cooper City Hall: The next several slides, will address the 5 concerns on opposition petition, and will simultaneously provide evidence that we are consistent with the established rural residential lots in the area, and with the remainder of rural palm ranches area. We are also in alignment with Cooper City Development Plan. The ordinances and requirements in the Annexation agreement

319

00:48:32.010 --> 00:48:48.900

Cooper City Hall: before we go into addressing all the concerns from the opposition petition. Please note. Keeping time in mind. Each concern is summarized to focus on the concern itself. Concern Number one. The history of the Royal Palm ranches its annexation into Cooper City, and the subsequent agreement to maintain its rural character.

320

00:48:48.950 --> 00:49:04.090

Cooper City Hall: Our rezoning request respects the spirit of the Annexation agreement. The conversion from E. 2 to 2 e. One lots does not compromise the rural nature of the area. Instead, it maintains the original agreement between Broward County, Cooper City and the members of the World Palm ranches. Community

321

00:49:04.310 --> 00:49:07.130

Cooper City Hall: evidence will be provided in the next. Several slides

322

00:49:09.230 --> 00:49:17.770

Cooper City Hall: concern number 2. Following the details of the process required in the Annexation agreement and the specific obligations by the city to the owners of the Royal Palm ranches.

323

00:49:17.910 --> 00:49:31.349

Cooper City Hall: Having reviewed the Annexation agreement we have ensured full compliance. Further detail will be showed on the next slide. Consequently the Preservation Board Meeting was scheduled and completed one November and the Pnz board was completed on Sixth November.

324

00:49:34.130 --> 00:49:39.899

Cooper City Hall: This is a breakdown to show how we comply with the annexation agreement. It's specific obligations.

325

00:49:40.390 --> 00:49:52.649

Cooper City Hall: Exhibit C of the Annexation agreement being the section which addresses the agreement between Cooper City and the Royal Palm ranches residents. The first requirements indicates the rural palm ranches will be a preservation area

326

00:49:52.850 --> 00:50:01.110

Cooper City Hall: staying within the E estate district allows us to maintain the parameters of the area and allows the preservation the preservations to remain intact.

327

00:50:01.390 --> 00:50:07.869

Cooper City Hall: Second requirement. Cooper City will adopt all zoning prosecutions of Borough County to maintain the rural atmosphere.

328

00:50:07.900 --> 00:50:19.409

Cooper City Hall: parceling the land into 2 e. One e. One s. Maintains Broward County's requirement for land size and setbacks indicate indicated in our, for our proposal maintains 125 feet, and with required

329

00:50:19.510 --> 00:50:26.280

Cooper City Hall: third requirement any and all zoning changes must be approved by the City Commission, and here we are.

330

00:50:26.550 --> 00:50:40.969

Cooper City Hall: The last 2 requirements for the notification of the resident, for is for the residents and the press for the Preservation Board meeting to be set, and the notifications were sent out to arrive 15 days prior to the Preservation Board meeting which occurred one November

331

00:50:43.950 --> 00:50:52.119

Cooper City Hall: concern number 3 assumptions about rezoning intentions to only one acre, and the fear of doing so will lead to the decimation of the rural atmosphere

332

00:50:52.210 --> 00:51:04.400

Cooper City Hall: splitting an E 2. Plot into 2 E. One plots maintains the State district zoning and isn't is consistent with the development plan, the annexation agreement and Cooper City's ordinances

333

00:51:04.570 --> 00:51:07.210

Cooper City Hall: as indicated in this slide there.

334

00:51:07.890 --> 00:51:16.760

Cooper City Hall: this slide, as indicated in this slide, there are multiple homes to the east and the south of our property that are zoned as e, one which corroborates the compatibility.

335

00:51:16.860 --> 00:51:22.620

Cooper City Hall: The approximate distance from our property is identified in the second column of the table on this slide.

336

00:51:26.590 --> 00:51:34.580

Cooper City Hall: On this slide you will see a chart which indicates a total of 70 home zoned as E, one in the Royal Palm Ranches community and 27 is E, 2.

337

00:51:34.770 --> 00:51:46.410

Cooper City Hall: In the graph, you'll see that 70, almost 75% of the properties within the rural farm ranch community are zoned to Z. One which provides further evidence. Our request will not decimate the rural atmosphere of the community.

338

00:51:50.070 --> 00:51:56.659

Cooper City Hall: This slide is just another visual aid to provide the identification at E one properties and E. 2 properties within the community

339

00:52:02.660 --> 00:52:15.280

Cooper City Hall: concern number 4 received alterations to the community as highlighted in the visual aids from the previous slides. Our request is consistent with the established rural residential lots in the area and with the rural palm ranches. Community in its entirety.

340

00:52:15.440 --> 00:52:21.919

Cooper City Hall: Concern number 5. The implement implication of altering longstanding property acreage.

341

00:52:21.930 --> 00:52:27.620

Cooper City Hall: Most of the properties were zoned as e. One prior to the annexation. Rezoning our property will not adversely

342

00:52:27.670 --> 00:52:38.939

Cooper City Hall: alter the community's longstanding property acreage. The Annexation Agreement focused on preserving the rural environment for both E. 2 and E. One. Designation. Therefore, our proposal aligns with the foundational intent.

343

00:52:42.800 --> 00:52:56.950

Cooper City Hall: In an effort of transparency. We visited 30 homes throughout the neighborhood to provide an understanding of what we we were doing in reference to developing our land we garnered support from 9 individuals verbally, and 18 signatures through petitions or written letters.

344

00:52:57.030 --> 00:53:05.479

Cooper City Hall: The figures on the slide accurately reflect the written support sent to Jason prior to the Pnz meeting for proof of support and record keeping purposes.

345

00:53:05.900 --> 00:53:13.240

Cooper City Hall: Although the majority of our homes we visited were in support of parceling our property. It was evident the opposition petition contaminated some of our efforts.

346

00:53:13.390 --> 00:53:22.419

Cooper City Hall: Some of the individuals who verbally supported us did so after they already signed the opposition position, and others would not sign for fear of retaliation or causing trouble.

347

00:53:26.450 --> 00:53:30.810

Cooper City Hall: The Preservation Board meeting occurred November first at 6 30,

348

00:53:30.910 --> 00:53:43.989

Cooper City Hall: and after some deliberation the board approved the rezoning request. 5 out of 5 votes. The P. And Z. Board occurred November sixth. At 7 Pm. After some questions from the board, the Board also approved the rezoning 9 out of 9 vote.

349

00:53:46.510 --> 00:53:59.250

Cooper City Hall: And why Cooper City so building 2 homes next to one another would be a dream come true for my husband and his twin brother. We are a very tight knit family. Our kids are best friends, and we want to raise them together.

350

00:53:59.480 --> 00:54:13.720

Cooper City Hall: There was a plot in Bv. That was comparable to the plot in Cooper City. But Cooper City has a top notch high school, middle school, and elementary schools. Cooper City is still close to, and Nsu.

351

00:54:13.790 --> 00:54:18.029

Cooper City Hall: where my oldest daughter has begun her journey to become an anesthesiologist nurse

352

00:54:18.730 --> 00:54:30.330

Cooper City Hall: we have heard amazing things from the residents here in Cooper City about living here, and it appears to be a very community, oriented as well as a family friendly community, which is extremely important to us.

353

00:54:31.000 --> 00:54:41.050

Cooper City Hall: very culturally diverse, and we can see from the meeting that we did attend, and this meeting that it, the city, makes it a priority to promote inclusion.

354

00:54:41.170 --> 00:54:47.959

Cooper City Hall: It's a small community in a big city super city checks all of our boxes, and we're super excited to be a part of this community.

355

00:54:49.930 --> 00:55:15.199

Cooper City Hall: In conclusion, as identified in the presentation, our proposal aligns with the annexation agreement between Cooper City and the Royal Palm Ranches community maintains consistency with neighboring zoning and further benefits. It aligns with all cooper, city and county regulatory compliance, boost property values, increase property tax revenue, aiding in the contribution to those wonderful public school education that's here as well as other local services.

356

00:55:15.200 --> 00:55:21.949

Cooper City Hall: and allows us to build homes in a community we love intend to be a part of cherish and aid in its growth and well being.

357

00:55:22.130 --> 00:55:29.919

Cooper City Hall: Thank you. Thank you. My name is a heck of a presentation, and land use attorneys

358

00:55:29.990 --> 00:55:40.530

Cooper City Hall: and other applicants. Learn something from this presentation. Thank you, sir. Thank you. To that point. The presentation made by Miss Lopez has been provided to the clerk and made a part of the quasi judicial record

359

00:55:40.810 --> 00:55:44.350

Cooper City Hall: very much any questions of Ms. Lopez

360

00:55:47.050 --> 00:55:55.090

Cooper City Hall: Occupational Safety and health at Homestead Air Reserve Base. I'm in the military as a reservist, and I'm also there as civil service.

361

00:55:55.620 --> 00:55:57.350

Cooper City Hall: Thank you for your service.

362

00:56:00.530 --> 00:56:06.880

Cooper City Hall: I I'm telling you I'm I'm not joking. A lot of people can learn from this presentation. Oh, thank you, sir, thank you. Thank you very much.

363

00:56:07.050 --> 00:56:15.180

Cooper City Hall: Good choice in in having her present. Having said that we have a

364

00:56:16.190 --> 00:56:22.369

Cooper City Hall: we, we have a a motion we've opened and closed it

365

00:56:22.680 --> 00:56:25.880

Cooper City Hall: any further discussion. Hearing none. Call the vote.

366

00:56:26.020 --> 00:56:27.330

Cooper City Hall: Commissioner Malos

367

00:56:27.890 --> 00:56:37.479

Cooper City Hall: Commissioner Katzmann. Yes, Commissioner Schroder. Commissioner Green. Yes, Mayor Ross. Yes. thank you very much. And congratulations

368

00:56:40.380 --> 00:56:44.900

Cooper City Hall: moving on to the consent. Agenda, do I have a motion so moved?

369

00:56:47.110 --> 00:56:51.419

Cooper City Hall: Is that bad? So that is a rezoning, it will be back for second reading. Good Brahma. Thank you.

370

00:57:01.810 --> 00:57:13.489

Cooper City Hall: Okay. so we have 8 and 9 motion made by Commissioner Green. Actually, I'm polling 9. Why don't we just do them all separately? Then do I have Motion Commission agreeing on Number 8?

371

00:57:15.120 --> 00:57:19.590

Cooper City Hall: Yup. So moved. Do I have a second second, second by Commissioner Charter.

372

00:57:20.570 --> 00:57:23.630

Cooper City Hall: Call the vote on that one Commissioner Malozie.

373

00:57:23.640 --> 00:57:28.920

Cooper City Hall: Commissioner Katzmann. Yes, Commissioner Schrouter. Commissioner Green. Yes, Mayor Ross. Yes.

374

00:57:28.930 --> 00:57:36.569

Cooper City Hall: number 9. I think, Commissioner, can you pull that? Yeah, thank you, Mayor. I had asked Staff to

375

00:57:36.750 --> 00:57:43.779

Cooper City Hall: come to us with a quote for the dog park fence as part of this, and

376

00:57:43.850 --> 00:57:46.480

Cooper City Hall: I don't know if I'm missing it, or is it in there?

377

00:57:48.160 --> 00:58:14.499

Cooper City Hall: Yeah, Commissioner is a part of that, and I can let Mr. Fleming maybe speak just to the overall approach of of how we'll use this as part of the overall tool correct, and we like to just touch on

what we have, and kind of how we'll use this moving forward to to proceed on the dog park. We just got a quote back.

378

00:58:14.500 --> 00:58:19.179

Cooper City Hall: It won't have to come back to commission, cause it's under 20,000 to install the the fencing.

379

00:58:19.320 --> 00:58:27.600

Cooper City Hall: The dog park fencing will not have to come back to commission for approval, because the the quote, the one quote already came back at under 20,000.

380

00:58:28.260 --> 00:58:34.320

Cooper City Hall: So under 20 s. Under 20, okay, would you move that mic close. No, not that one, the other one. Thank you very much.

381

00:58:35.550 --> 00:58:36.220

Better.

382

00:58:36.430 --> 00:58:40.040

Cooper City Hall: Good. Try so

383

00:58:40.210 --> 00:58:48.210

Cooper City Hall: so that. So this this was the bid that we put out our previous contractor pulled because of the the price increase.

384

00:58:48.250 --> 00:58:52.510

Cooper City Hall: so we rebid it. We did an itb. We had 3

385

00:58:52.800 --> 00:59:06.229

Cooper City Hall: 3 vendors come back, and only one of them met the qualifications. It was in our in our bid pack that they had to bid on every item that we had in this bid, and only one company did.

386

00:59:06.460 --> 00:59:11.140

Cooper City Hall: So if this is approved tonight, what's the timeline to get the fence built at the

387

00:59:11.230 --> 00:59:14.250

Cooper City Hall: I'm gonna go park dog

388

00:59:14.350 --> 00:59:29.120

Cooper City Hall: I have to get. I have to get with the contractor and see what their schedules like. Okay? Cause I know it's important. So if you can get back to us, maybe even between meetings, you know, Timeline absolutely thank you. Motion to approve

389

00:59:30.010 --> 00:59:32.979

Cooper City Hall: and motion to approve by Commissioner Katzmann. Second by

390

00:59:35.520 --> 00:59:37.120

Cooper City Hall: Commissioner Shroud. A question.

391

00:59:48.450 --> 00:59:54.350

Cooper City Hall: They they backed out of their contract because we, the pricing, increased, and he could not honor those prices.

392

00:59:55.180 --> 00:59:56.470

Cooper City Hall: so we rebid it.

393

01:00:06.870 --> 01:00:08.330

Cooper City Hall: Farmer Connecticut

394

01:00:08.360 --> 01:00:09.669

put everything in

395

01:00:11.560 --> 01:00:12.530

right here.

396

01:00:13.750 --> 01:00:16.750

Cooper City Hall: We put anything require them to bear to the price

397

01:00:18.540 --> 01:00:27.389

Cooper City Hall: they're bound by. They don't want to perform, depending on the nature of terms of the contract that may be central for a default. Certain instance of contractor may have the opportunity to terminate.

398

01:00:27.450 --> 01:00:29.619

Cooper City Hall: City would have to go out to rebuild service.

399

01:00:29.880 --> 01:00:41.150

Cooper City Hall: But it's not a bond situation that there's a specific project. Yeah, no. So I'm trying to think so they could. They? We had a contract that person may not have been able to cancel on us.

400

01:00:41.460 --> 01:00:48.419

Cooper City Hall: Correct, and then I'm able they may. They may not be able to pull again. We'd have to pull the contract and look to specifics. And that relation

401

01:00:48.760 --> 01:00:54.230

Cooper City Hall: like that should you know, trigger something if we're in contract, and then all of a sudden one of our contractors isn't gonna do it.

402

01:00:54.250 --> 01:00:59.079

Cooper City Hall: and we're having to go back out. Invitation to bid not you. But our procurement should be

403

01:00:59.150 --> 01:01:03.959

Cooper City Hall: saying, Hey, we are going back out before the end of the contract. Send it over to Legal to see

404

01:01:04.000 --> 01:01:30.080

Cooper City Hall: if there is, and I imagine it wasn't sent over the legal contract. Yeah, because what ends up having people could just bid on these things. And then they don't. Wanna you know, the previous contract. The previous contractor asked for a price increase and the previous public Works director denied it. Oh, yes, there's a contract we wouldn't do it right. Well, he couldn't perform at that price, because he was so cheap. He can't even get the materials. But that's the that was losing money. That's why he pulled out.

405

01:01:30.090 --> 01:01:31.420

Cooper City Hall: Wow, that's

406

01:01:32.230 --> 01:01:34.960

Cooper City Hall: yeah. Because then what happens is they undercut people who?

407

01:01:35.200 --> 01:01:52.170

Cooper City Hall: Okay? And this is not for you. Procurement. Yeah, like a process should be, you know, not just letting you know what happened. Yeah. Point of information. Point of information. This is something that has happened in the past, not necessarily where they're pulling out. But in general some people have low bid

408

01:01:52.620 --> 01:02:01.089

Cooper City Hall: folks of getting things, and then they realize up. I can't perform at this. So is there a way that bake up this question is directed towards you. Is there a way that

409

01:02:01.170 --> 01:02:05.049

Cooper City Hall: we could put like a little caveat again? Maybe

410

01:02:05.210 --> 01:02:08.959

Cooper City Hall: not necessarily a performance bond. But

411

01:02:09.030 --> 01:02:14.959

Cooper City Hall: because it's gonna cost. It costs me money to rebid. So where at least I'm covering my Rebid costs.

412

01:02:15.260 --> 01:02:34.009

Cooper City Hall: Commissioner, if we could have the opportunity to pull the contract in this instance and just do some additional homework. I understand what you're saying. I think you make a very good point, Commissioner. I'd like the opportunity to look a little closer at that to see what recourse may be available, and also a language we can add either to our bid specifications and to our contracts to contemplate that specific issue

413

01:02:34.320 --> 01:02:42.709

Cooper City Hall: going on that same point of information that segues into future contracts so that we don't have someone bidding.

414

01:02:42.750 --> 01:02:52.820

Cooper City Hall: and then turning around and assigning, selling, getting rid of this one's a little. These are a little different because they're open ended. But I'm sure.

415

01:02:52.950 --> 01:02:56.530

Cooper City Hall: Okay, I'm sure there's language we could put in there penalty.

416

01:02:56.970 --> 01:03:05.900

Cooper City Hall: or you know, if they do it within certain number of years. I mean, it's got to be address any point during the contract. Right? No, II agree.

417

01:03:09.090 --> 01:03:14.630

Cooper City Hall: Oh, no, but they supposed to calculate that in. But

418

01:03:14.810 --> 01:03:24.809

Cooper City Hall: the prices went up a hundred. He had this bid before the guy canceled. The company I canceled before, was Darren Covid.

419

01:03:25.180 --> 01:03:28.929

Cooper City Hall: That's when he he bid before Covid, and the prices kept going up.

420

01:03:29.150 --> 01:03:37.470

Cooper City Hall: I wouldn't I don't. I would not blame anyone for not being able to calculate these costs because of because of of

421

01:03:37.500 --> 01:03:47.190

Cooper City Hall: the insanity. and that that's that's being reasonable. But someone that bids on something recently. and then.

422

01:03:47.790 --> 01:03:53.039

Cooper City Hall: you know, renegades on it because they they put in a low bid. Then that's something that

423

01:03:53.490 --> 01:03:55.969

Cooper City Hall: you were just not being a responsible

424

01:03:56.030 --> 01:04:01.310

Cooper City Hall: person, I should not have to pay to Rebid. That you should.

425

01:04:01.590 --> 01:04:13.149

Cooper City Hall: if I may add, that's not specific to this particular contract. Just a general concept for the city's procurement and contract. You'd like the opportunity to look at it. Thank you. III wouldn't be okay approving this subject to

426

01:04:13.200 --> 01:04:17.600

Cooper City Hall: Jacob reviewing, making sure we're not that they

427

01:04:17.870 --> 01:04:23.420

Cooper City Hall: technically breached. And we're not entering in. We're not breaching. And yeah.

428

01:04:23.940 --> 01:04:25.830

Cooper City Hall: so you make an apprently amendment.

429

01:04:26.670 --> 01:04:35.400

Cooper City Hall: and fair enough, you, Commissioner Casman, accepted, do the second. So I assume you're going to accept that as well. You're the maker of it

430

01:04:35.410 --> 01:04:38.299

Cooper City Hall: any further discussion, hearing none. Call the vote.

431

01:04:39.300 --> 01:04:40.580

Cooper City Hall: Commissioner Malzid.

432

01:04:42.600 --> 01:04:43.330

Cooper City Hall: Correct

433

01:04:44.320 --> 01:04:49.280

Cooper City Hall: Commissioner Katzmann, Commissioner Shrouder. Yes, Commissioner Green. Yes. Mayor Ross. Yes.

434

01:04:52.660 --> 01:04:56.330

Cooper City Hall: Item number 10, Commissioner Schroeder. Okay,

435

01:04:56.480 --> 01:05:02.730

Cooper City Hall: if you guys wanna start with utilities, Coordinator really should

436

01:05:03.060 --> 01:05:04.650

Cooper City Hall: probably be

437

01:05:04.870 --> 01:05:06.890

Cooper City Hall: and hr

438

01:05:07.010 --> 01:05:10.969

Cooper City Hall: the category exempt the

439

01:05:11.380 --> 01:05:21.949

Cooper City Hall: the pay grade as well they should be, they should not be included on the job description that should be on the actual sheet we approve, so that when we make modifications to

440

01:05:22.180 --> 01:05:24.470

Cooper City Hall: the pay.

441

01:05:24.650 --> 01:05:28.570

Cooper City Hall: you know grades. We move it up or not. We're not having to go reapprove

442

01:05:28.790 --> 01:05:31.630

Cooper City Hall: all the job descriptions that make sense.

443

01:05:33.420 --> 01:05:46.670

Cooper City Hall: So those things we've talked about these things. Those should come off also. The The acknowledgment should also come off if they wanna make a an acknowledgement form separate. That's fine, but we're approving

444

01:05:46.840 --> 01:05:54.329

Cooper City Hall: descriptions. you know. Not if you know what I mean. Why do you think a separate form?

445

01:05:54.580 --> 01:06:07.280

Cooper City Hall: Because we're just approving the description, if they want to have it acknowledged a certain way, or sent via whatever they do, that's is what it is. If they want to change and put, you know, print, name, whatever you know. What we are approving should not be modified in any way.

446

01:06:07.450 --> 01:06:10.450

Cooper City Hall: you know. So the practical

447

01:06:10.670 --> 01:06:15.250

Cooper City Hall: use things that are put on here should not be on that. They should be, you know.

448

01:06:18.980 --> 01:06:20.659

Cooper City Hall: To be honest, I would.

449

01:06:21.250 --> 01:06:24.369

Cooper City Hall: I would like them to initial each and every paragraph.

450

01:06:24.630 --> 01:06:38.190

Cooper City Hall: That's fine, but that's a practice in Hr. Practice. Maybe maybe they use it. Maybe they had to do it through a portal. I don't know. May, you know. Maybe they put the job description on when you apply. What I'm saying is the signature line and stuff don't need to be put on to the Commission approved. Document.

451

01:06:39.020 --> 01:06:46.880

Cooper City Hall: And and really. yeah, an acknowledgement doesn't. So I gave. That's pretty much it.

452

01:06:55.950 --> 01:07:08.500

Cooper City Hall: alright with those exceptions, is everyone good with that, so that we can have one motion passing it while we're in this

453

01:07:09.090 --> 01:07:11.069

Cooper City Hall: Mr. City Manager.

454

01:07:11.520 --> 01:07:13.829

Cooper City Hall: in reference to the

455

01:07:13.880 --> 01:07:15.630

Cooper City Hall: utilities coordinator

456

01:07:18.240 --> 01:07:20.890

Cooper City Hall: and use. Tell me, who does that now

457

01:07:23.520 --> 01:07:26.749

Cooper City Hall: there isn't one right? You just approved it.

458

01:07:26.840 --> 01:07:29.720

Cooper City Hall: No, no. But who's doing these jobs now?

459

01:07:29.870 --> 01:07:42.269

Cooper City Hall: No one. This present position is vacant, Mr. Lewis. Correct, Raj. The utility in the fiscal year 24 budget. Nobody is doing it, and I know I understand that. But somebody's doing so. Who? Who do we move this work to?

460

01:07:43.170 --> 01:07:47.540

Cooper City Hall: Not one person, no one, really. That's what we don't. Nobody's moving it to several people.

461

01:07:47.990 --> 01:07:49.700

Cooper City Hall: No, we're we're talking about

462

01:07:50.390 --> 01:07:53.780

having to redo the water plant or data planes or grains and stuff.

463

01:07:55.340 --> 01:08:10.309

Cooper City Hall: Raj, if you have an explanation, if I help. Yeah, the the explanation is that last year we had discussed the needs of personnel, you know, in in the Utilities department.

464

01:08:10.480 --> 01:08:14.729

Cooper City Hall: and what at the time when

465

01:08:15.090 --> 01:08:19.049

Cooper City Hall: the Commission approved for public Works coordinator position.

466

01:08:19.229 --> 01:08:23.270

Cooper City Hall: I was asked if there is going to be a similar need

467

01:08:23.300 --> 01:08:33.539

Cooper City Hall: in the utilities department, and I said that I need to evaluate, because right at the time we were hiring, we're in the process of hiring the assistant director.

468

01:08:33.750 --> 01:08:37.920

Cooper City Hall: Since that time lots of issues have come up, and in order to

469

01:08:38.170 --> 01:08:53.120

Cooper City Hall: add some professional depth. As I would say, we do need this position of utilities coordinator. And if you look very closely at the job description. These are prefer. This is a professional position, and this, and it is going to help us

470

01:08:53.229 --> 01:09:09.550

Cooper City Hall: with many grant applications. I would like for them to manage many processes which at this time they are either being done, you know, by me, or they are not being done, or we do not have the right people to do that.

471

01:09:09.620 --> 01:09:13.559

Cooper City Hall: So this is a very key position that you know that we haven't updated

472

01:09:13.819 --> 01:09:17.240

Cooper City Hall: during the budget time. We were talking about getting Grant right.

473

01:09:18.700 --> 01:09:20.240

Cooper City Hall: This person would handle somebody.

474

01:09:20.660 --> 01:09:27.909

Cooper City Hall: We were talking about getting Grant writers, but we never yeah. But we say we had to have somebody manage the consult.

475

01:09:28.420 --> 01:09:30.240

Cooper City Hall: No, we were talking about getting

476

01:09:30.359 --> 01:09:33.209

Cooper City Hall: in-house someone to do grants

477

01:09:33.600 --> 01:09:44.279

Cooper City Hall: all of our department. That's why I meant, yeah. So we have. So was Raj gonna have his own grant person. Or then we going to get someone doing grants for us. This is this is a mid level manager.

478

01:09:44.290 --> 01:09:51.929

Cooper City Hall: But this is also someone that they're gonna work on. They're gonna do the budget Raj also. So that's why

479

01:09:52.420 --> 01:09:53.210

mid level

480

01:09:53.649 --> 01:09:55.039

Cooper City Hall: Roz, yep.

481

01:09:55.880 --> 01:09:57.950

Cooper City Hall: go ahead. So so

482

01:09:58.010 --> 01:10:16.489

Cooper City Hall: so Grant, application is just one function. But there are, if you look at the job description that a whole host of other things they are related to permitting that are related to record keeping. They are related to ensuring that we have proper processes which we have not had.

483

01:10:17.190 --> 01:10:33.729

Cooper City Hall: you are on the Commission Commissioner, and you know that we ran in a particular way, and and now you know, lots of things have changed, both in terms of the record keeping and and making sure that the we have got many long-term employees who are just.

484

01:10:34.160 --> 01:10:38.740

Cooper City Hall: who are just married to the old ways. So there are whole host of issues.

485

01:10:38.940 --> 01:10:47.049

Cooper City Hall: and I'll be more than happy, you know, to invite anyone up here to take you through the system and explain to you what we have, what we don't have.

486

01:10:47.060 --> 01:10:53.630

Cooper City Hall: And and I'm hoping that this position is going to fill in the gaps that you know we haven't had in the long time.

487

01:10:54.180 --> 01:10:55.149

Cooper City Hall: Thank you. Yep.

488

01:10:55.280 --> 01:10:59.139

Cooper City Hall: II just have one question, because we

489

01:11:00.100 --> 01:11:04.869

Cooper City Hall: we we recently hired an assistant utilities director.

490

01:11:10.370 --> 01:11:13.719

Cooper City Hall: We just recently hired an assistant utilities director.

491

01:11:14.130 --> 01:11:16.130

Cooper City Hall: So my question is, what is the

492

01:11:17.200 --> 01:11:20.960

Cooper City Hall: that individual? Are they going to be performing?

493

01:11:21.420 --> 01:11:32.530

Cooper City Hall: Do they have additional or separate job functions from this particular? Yes, yes, Commissioner, they are going to be because you have got many

494

01:11:32.600 --> 01:11:34.240

Cooper City Hall: capital projects.

495

01:11:34.330 --> 01:11:42.790

Cooper City Hall: the big projects. So they're gonna so yeah, they are going to be managing that they are going to be looking at the professional aspect of anything. And this is going to be

496

01:11:42.800 --> 01:11:46.800

Cooper City Hall: little lower level position assisting that. So yeah.

497

01:11:47.560 --> 01:11:48.590

Commission, Schroeder.

498

01:11:48.670 --> 01:11:55.280

Cooper City Hall: yeah, just a few other things who types these did. Hr type, it's

499

01:11:58.350 --> 01:12:03.530

Cooper City Hall: no it does, because, like it's the same stuff over and over all the An Ors need to go

500

01:12:03.970 --> 01:12:14.400

Cooper City Hall: right like, if if they need to go, and then also, why do we put in there like to equal opportunity? We employee to to discuss like that's

501

01:12:14.820 --> 01:12:18.140

Cooper City Hall: Hr. Talk not job description, you know, like this is.

502

01:12:18.430 --> 01:12:19.470

Cooper City Hall: And we're

503

01:12:19.890 --> 01:12:22.270

Cooper City Hall: I don't know why we can't

504

01:12:22.340 --> 01:12:23.720

Cooper City Hall: have a consistent.

505

01:12:25.200 --> 01:12:26.940

Cooper City Hall: So, Commissioner, if you can just

506

01:12:27.270 --> 01:12:41.030

Cooper City Hall: point me to this. II may have the answer. I'm not sure the under working conditions. discuss the thing discussing equal opportunity. Employer Ada, like that's law, does it need to be, you know.

507

01:12:41.660 --> 01:12:44.270

Cooper City Hall: in my opinion, doesn't need to be reiterated

508

01:12:44.460 --> 01:12:53.819

Cooper City Hall: in job descriptions, because law always prevails, and then when you're putting it in job descriptions. And if something changes and you gotta change all these documents.

509

01:12:54.180 --> 01:12:55.030

Cooper City Hall: So

510

01:12:55.160 --> 01:13:04.369

Cooper City Hall: is, do you care if that comes out you can. You can do that, Commissioner, but you know, having been

511

01:13:04.650 --> 01:13:15.259

Cooper City Hall: having done many job descriptions. And, you know, working with other agencies. This is kind of a standard practice. You are. You're right.

512

01:13:15.370 --> 01:13:20.300

Cooper City Hall: you know. The laws change. We can add some language to the effect, or

513

01:13:20.370 --> 01:13:33.869

Cooper City Hall: or as amended, or something like that. But this, what you see the format is pretty standard, because you need to let the employee know, and especially when designed, that these are the conditions under which you are being hired.

514

01:13:34.080 --> 01:13:38.520

Cooper City Hall: and that's what it is. And therefore and I'm going to say that

515

01:13:38.850 --> 01:13:41.869

Cooper City Hall: I have done most of the typing.

516

01:13:42.170 --> 01:13:45.359

Cooper City Hall: and that is because I needed this

517

01:13:45.380 --> 01:13:55.610

Cooper City Hall: this item to be on this agenda. I just could not wait until the other job descriptions were done, because I am in dire need. I'm down 25% of my workforce.

518

01:13:55.810 --> 01:13:59.740

Cooper City Hall: So I have got so so I already advertise 3 positions.

519

01:13:59.920 --> 01:14:24.199

Cooper City Hall: These are the 4 that makes it 7, 9, working on 4 additional ones. And hopefully, I'm going to have it. By the deadline. II understand. I just wish that when you. You know that we had a process. You send it over in word, and then they put it in a box. As to the standardized, but it is just that I just I just wanted it was just the time correct. So if we could just change all the annuals and remove the acknowledgement thing

520

01:14:25.930 --> 01:14:28.489

Cooper City Hall: that's fine with that one

521

01:14:29.890 --> 01:14:36.579

Cooper City Hall: administrator specialist. If there's any an order like any of that. the category of whether it's exempt.

522

01:14:37.350 --> 01:14:44.820

Cooper City Hall: Our pay grade needs to come out is that is referenced in the separate.

523

01:14:45.150 --> 01:14:47.759

Cooper City Hall: Sheet, we approve. You know what I mean.

524

01:14:49.240 --> 01:14:56.180

Cooper City Hall: Okay, that's fine, and take off the

525

01:14:57.040 --> 01:14:58.660

Cooper City Hall: the acknowledgment.

526

01:15:02.010 --> 01:15:11.670

Cooper City Hall: and and just make sure when you make promotion you put where that acknowledges go. If you need the account. Hr. Handles that, like the the manual, whatever they have a manual, you know.

527

01:15:14.720 --> 01:15:25.340

Cooper City Hall: same thing across all of them same thing. Just take off the indoors, take off the acknowledgment and the a grades, and be, whether exempt or not.

528

01:15:27.020 --> 01:15:30.569

Cooper City Hall: So Kalish, the refined, understand and sorry, for you know.

529

01:15:30.600 --> 01:15:31.790

Cooper City Hall: interjecting.

530

01:15:31.830 --> 01:15:35.349

Cooper City Hall: you would like all these things to be taken out

531

01:15:35.360 --> 01:15:40.250

Cooper City Hall: as a pure job description approved by you without, you know, with all the changes.

532

01:15:40.400 --> 01:16:00.430

Cooper City Hall: But my recommendation is going to be that when the employee is is given this job description, they need to sign that they are agreeing to these conditions. Would it be okay to use this format and have a different format with your amendments as something that you would approve. Okay.

533

01:16:00.510 --> 01:16:07.089

Cooper City Hall: okay, yeah, you could drop our the same thing with the

534

01:16:07.350 --> 01:16:20.429

Cooper City Hall: the pay grade is getting it. But when we change the whole sheet I don't wanna have to go back. Change all the jobs where it cited. The finds in 100 different section. That's fine.

535

01:16:20.520 --> 01:16:21.799

Cooper City Hall: Do you wanna make

536

01:16:21.990 --> 01:16:24.199

Cooper City Hall: under motion? Now? Yeah.

537

01:16:24.310 --> 01:16:28.009

Cooper City Hall: I motion to approve all these subject to

538

01:16:28.300 --> 01:16:32.019

Cooper City Hall: changes. Yeah, they're reiterated, standardized.

539

01:16:33.060 --> 01:16:39.810

Cooper City Hall: You know, we've got. I have a second by Commissioner Katzmann. Any further discussion. Hearing none, I'll vote

540

01:16:41.920 --> 01:16:49.589

Cooper City Hall: Commissioner Malos, Commissioner Katzman. Yes, Commissioner Shrouder. Yes, Commissioner Green. Yes, Mayor Ross. Yes, thank you. Thank you.

541

01:16:50.180 --> 01:17:01.689

Cooper City Hall: Moving on to the regular agenda. Item 11. Discussion and possible action on amending. Section 23, 9. Defensive falls and hedges of the city's code of ordinances. Commissioner Mellosy.

542

01:17:02.180 --> 01:17:05.649

Cooper City Hall: I've had several residents approach me

543

01:17:06.960 --> 01:17:09.140

Cooper City Hall: during my time. Off

544

01:17:09.480 --> 01:17:12.010

Cooper City Hall: they're was.

545

01:17:12.600 --> 01:17:17.360

Cooper City Hall: Residents used to be allowed to have like green or black sheeting on their fence

546

01:17:17.580 --> 01:17:26.280

Cooper City Hall: that stopped people from seeing in whether it was seeing their boats, their Rvs. Their kids playing. During that time

547

01:17:26.760 --> 01:17:30.920

Cooper City Hall: that was prohibited. So now residents are

548

01:17:32.200 --> 01:17:34.199

Cooper City Hall: prohibited now from using that

549

01:17:34.760 --> 01:17:41.770

Cooper City Hall: The Pd can still use it, because people don't need to see what the police department has.

550

01:17:42.140 --> 01:17:49.249

Cooper City Hall: but residents are asking me if we can somehow find a way to make that allowable again on their fences.

551

01:17:49.520 --> 01:17:53.969

Cooper City Hall: They don't understand why it was prohibited. In the first place.

552

01:17:54.070 --> 01:18:00.000

Cooper City Hall: they don't see a reason for to be derivative. They didn't understand it. I, personally also did not understand it.

553

01:18:00.180 --> 01:18:02.850

Cooper City Hall: And we have.

554

01:18:03.040 --> 01:18:08.340

Cooper City Hall: We're allowing, we allow boats. We allow Rvs, we allow all sorts of recreational vehicles.

555

01:18:08.510 --> 01:18:13.159

Cooper City Hall: We are a family-oriented community. So kids are playing in the backyards.

556

01:18:13.280 --> 01:18:23.239

Cooper City Hall: Dog napping is quite popular. All those little French bulldogs are thousands upon thousands of dollars, and people take them out of people's yards.

557

01:18:23.550 --> 01:18:27.010

Cooper City Hall: People don't want other people to see what's in there. Kids

558

01:18:27.120 --> 01:18:30.520

Cooper City Hall: see your dog, and they poke, and they annoy them.

559

01:18:30.810 --> 01:18:34.169

Cooper City Hall: When that sheeting, for lack of a better word, is up.

560

01:18:34.220 --> 01:18:35.909

Cooper City Hall: it stops the dog

561

01:18:36.000 --> 01:18:39.050

Cooper City Hall: from really being able to see the kids that are walking.

562

01:18:39.410 --> 01:18:44.509

Cooper City Hall: and it helps. So I was wondering if we can change the ordinance

563

01:18:45.000 --> 01:18:47.349

Cooper City Hall: to allow that again.

564

01:18:48.440 --> 01:18:51.350

Cooper City Hall: I'd like to know what the Commission thinks.

565

01:18:53.690 --> 01:18:54.759

Cooper City Hall: Go right ahead.

566

01:18:54.920 --> 01:18:57.209

Cooper City Hall: Yeah. The reason why we

567

01:18:57.600 --> 01:19:01.370

Cooper City Hall: prohibited wind screens because they look packing. So if they want to.

568

01:19:01.690 --> 01:19:13.929

Cooper City Hall: Cover their backyard they can use hedges. They can use certain fencing that is like the PVC fencing. You can even use those little pieces. You put through them the metal fencing.

569

01:19:14.150 --> 01:19:19.440

Cooper City Hall: but the windscreens look tacky, they get tethered. and

570

01:19:19.780 --> 01:19:21.770

Cooper City Hall: it's really light.

571

01:19:22.800 --> 01:19:38.330

Cooper City Hall: That's what it is. And I agree the police department should not have a windscreen either. I'm not here for that, but I just brought it up. No, I just said that. I know that they're exempt. Okay, so, but I'd like to remove their exemption.

572

01:19:39.150 --> 01:19:47.429

Cooper City Hall: Didn't mean to bring that up in any way. Yeah, it looks. It looks trashy. The windscreens look trashy. It's one thing to have them up on a temporary construction site.

573

01:19:47.460 --> 01:19:50.330

Cooper City Hall: or it's one thing they'll have them up on an actual

574

01:19:50.470 --> 01:20:08.820

Cooper City Hall: tennis court, but to have them up on, you know, because somebody doesn't want to put up a hedge that looks good, or put up a PVC. Fence or put up the little plastic. You know things that go down the fence.

575

01:20:08.960 --> 01:20:13.859

Cooper City Hall: The plastic things during a hurricane lessen the wind that goes through.

576

01:20:13.890 --> 01:20:17.989

Cooper City Hall: whereas you can easily, during a hurricane, take

577

01:20:18.320 --> 01:20:23.769

Cooper City Hall: the the the windscreen off. and then put it back up after a hurricane.

578

01:20:24.040 --> 01:20:31.930

Cooper City Hall: So it's 1, 2, 3. II don't think that the classic things affect the the sort of building code.

579

01:20:32.030 --> 01:20:38.989

Cooper City Hall: you know, structural soundness of the fence, but it just looks tacky. It looks. It looks tacky. It really does.

580

01:20:39.020 --> 01:20:43.000

Cooper City Hall: It's a preference of mine, maybe it, you know, so it's my preference

581

01:20:43.220 --> 01:20:58.389

Cooper City Hall: not to have tacky looking tethered wind screens throughout the community. How many people had them that it is going to make a neighborhood look tacky? But if people want to have it because it's an affordable alternative for their privacy.

582

01:20:59.330 --> 01:21:01.689

Cooper City Hall: Then let them have it.

583

01:21:02.880 --> 01:21:12.169

Cooper City Hall: Not cutting your grass is an affordable alternative, you know, but it doesn't look good, so it's just a preference thing I don't believe in. I think the community should look better, not worse.

584

01:21:12.300 --> 01:21:15.200

Cooper City Hall: And I mean the wind you had the one on

585

01:21:15.220 --> 01:21:27.799

Cooper City Hall: on Griffin Road that was spray painted graffiti. That's commercial. That's not your that's not your network. This is everywhere. You shouldn't be able to understand that. But again, one is one is a commercial that's not being maintained. No one's living there.

586

01:21:28.520 --> 01:21:47.809

Cooper City Hall: so make it where I mean, if it's if it's falling apart and whatnot. Obviously, code can go and say this, this is white, and it needs to be maintained. But like anything else, they're made. Wind screens are made for tennis courts to cut down on the wind coming in place. Sports. They're not made

587

01:21:48.020 --> 01:21:52.129

Cooper City Hall: to conceal the stuff you want to stuff in your backyard.

588

01:21:52.200 --> 01:21:56.899

Cooper City Hall: or anything like that. If you want to put certain things in your yard.

589

01:21:57.180 --> 01:22:06.550

Cooper City Hall: you should cover. So everyone else doesn't see it. You know we we did that with the with the commercial vehicle. So you want to put your commercial vehicle in there, do it? But you know we can't see it from the road.

590

01:22:06.850 --> 01:22:08.490

Cooper City Hall: you know, add a start out of mine.

591

01:22:08.560 --> 01:22:14.929

Cooper City Hall: These things just they look tacky and and they're I mean how often that you can ask the police department how often they have to change them.

592

01:22:15.240 --> 01:22:16.420

Cooper City Hall: It's you know.

593

01:22:16.970 --> 01:22:23.550

Cooper City Hall: it's ridiculous because they they look tacky so. My public policy is to improve

594

01:22:24.120 --> 01:22:24.970

the

595

01:22:25.790 --> 01:22:27.960

Cooper City Hall: unification of the city, not to.

596

01:22:28.500 --> 01:22:32.139

Cooper City Hall: you know. Go backward. And yeah, it's cheaper.

597

01:22:32.330 --> 01:22:34.019

Cooper City Hall: probably cheaper not to paint your house.

598

01:22:34.660 --> 01:22:36.169

Cooper City Hall: It's just my personal preference.

599

01:22:36.400 --> 01:22:39.660

Cooper City Hall: My constituents want the community to look better. Commissioner Green.

600

01:22:39.740 --> 01:22:50.790

Cooper City Hall: Thank you, Mayor Ross, and I hear what you're saying, Commissioner Schrodinger, and I don't disagree with that in terms of the aesthetics of the entire community. But I but I believe, as a as a resident

601

01:22:50.800 --> 01:22:56.329

Cooper City Hall: that as a resident I would like to have some some level of privacy.

602

01:22:56.460 --> 01:23:02.720

Cooper City Hall: This has come up! This has come up recently. This year, when I was talking to some residents

603

01:23:02.730 --> 01:23:09.919

Cooper City Hall: who live off of a hundred 6, and they talked about the fact that they have neighbors

604

01:23:09.980 --> 01:23:14.739

Cooper City Hall: that live to the north of them, right on a hundred 6

605

01:23:14.840 --> 01:23:23.579

Cooper City Hall: that are constantly, because there is no, there is no privacy, because they can't put that there's not. They don't want to put hedges

606

01:23:24.010 --> 01:23:35.440

Cooper City Hall: but they want some expectation of privacy. So it has come up by least the residents that I've spoken to just recently.

607

01:23:35.570 --> 01:23:43.649

Cooper City Hall: I don't know what the cure all is, but I do know that. Our residents have some expectation of privacy.

608

01:23:44.250 --> 01:23:50.250

Cooper City Hall: II know that you you talked about the windscreen, and yeah, they they do look very, extremely tacky when they

609

01:23:50.290 --> 01:23:59.150

Cooper City Hall: start to. When the wear and tear shows, it starts to fade, it does. It does bring down the the the aesthetics.

610

01:23:59.410 --> 01:24:02.889

Cooper City Hall: So I know that in

611

01:24:03.810 --> 01:24:05.450

Cooper City Hall: some instances.

612

01:24:05.590 --> 01:24:12.260

Cooper City Hall: I know it's not windscreen, but it's like the I don't know if it's it's not metal, but it's aluminum.

613

01:24:12.880 --> 01:24:14.319

Cooper City Hall: It's something else

614

01:24:16.260 --> 01:24:19.470

Cooper City Hall: that and go over the fence.

615

01:24:19.520 --> 01:24:27.739

Cooper City Hall: It's like, it's it's like, it's it's, Oh, God. it's like, you can weave it into the fence. Yeah, seeing it talking. Yeah, I was talking about that. Yeah.

616

01:24:27.760 --> 01:24:28.799

Cooper City Hall: we allow that

617

01:24:32.140 --> 01:24:33.240

also a lot.

618

01:24:33.810 --> 01:24:41.630

Cooper City Hall: Well, it's a it's it's ex. It's a lot more expensive.

619

01:24:41.910 --> 01:24:54.770

Cooper City Hall: right? I hear it's it, but it's probably less expensive than putting the hedges up and maintaining the hedges. And so and it does provide. And to. And I agree with you. Right? If you have your dog out there.

620

01:24:54.950 --> 01:25:07.830

Cooper City Hall: Yeah, yeah, there's some things that you can't cover. If you have a boat or motorcycle whatever. But I mean, you're not. Gonna can't cover your pets out there when they walk, when they're running around and stay in age. People will steal your pets, especially if they're the little.

621

01:25:08.030 --> 01:25:20.980

Cooper City Hall: Those those little French poodles are very expensive, and so I don't know what the solution is, but I certainly am in agreement with Commissioner Malos in terms of there has to be something. I think we need to have some

622

01:25:21.330 --> 01:25:26.300

Cooper City Hall: some flexibility in terms of what the residents can have on their fence.

623

01:25:27.840 --> 01:25:28.970

Cooper City Hall: Commissioner Catherine.

624

01:25:30.840 --> 01:25:37.269

Cooper City Hall: I don't particularly like wind screens. I think it goes against our beautification

625

01:25:37.830 --> 01:25:40.330

Cooper City Hall: a path

626

01:25:40.520 --> 01:25:43.860

Cooper City Hall: for the city. So if we, you know, if we, it sounds like

627

01:25:44.060 --> 01:25:48.669

Cooper City Hall: there's a debate over whether we allow, do we? Do we know if we allow the ones that are.

628

01:25:49.010 --> 01:25:50.750

Cooper City Hall: We've been allowing.

629

01:25:52.710 --> 01:26:02.519

Cooper City Hall: Just looking quickly at the Code Commissioner. I'm not seeing, and I don't. I don't know technically what those slats are called that are interwoven through a chain link bank. But I don't believe they're prohibited by the code.

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01:26:02.640 --> 01:26:05.589

Cooper City Hall: Yeah, yeah, I think we have multiple options of

631

01:26:06.860 --> 01:26:10.140

Cooper City Hall: other other options, you know what like

632

01:26:10.390 --> 01:26:23.349

Cooper City Hall: edges, and put up a wooden fence. You can put up a Ppc. Pan fence. You can put up with the the woven whatever they're called slats. Ii just. I don't think we should go back to my screen. Thank you.

633

01:26:23.770 --> 01:26:29.230

Cooper City Hall: Jason. Yes, so there's been some discussions from what I've been listening on the the slats.

634

01:26:29.300 --> 01:26:39.129

Cooper City Hall: right now, we really don't have an allowance for those. It's not necessarily from the aesthetics aspect.

635

01:26:39.510 --> 01:26:45.569

Cooper City Hall: but more. The wind load requirements. When people build a normal chain link fence.

636

01:26:46.400 --> 01:26:48.509

Cooper City Hall: they put it up to be

637

01:26:48.700 --> 01:26:52.669

Cooper City Hall: open with the spacing of the poles and the gauge of the steel.

638

01:26:52.880 --> 01:27:00.990

Cooper City Hall: and that's calculated for that wind load with the majority being able to pass through the moment you put up either wind screening or the slats.

639

01:27:01.060 --> 01:27:08.150

Cooper City Hall: Those wind load calculations are drastically altered, and that original installation method is not

640

01:27:08.280 --> 01:27:15.470

Cooper City Hall: well. The windscreen correct, the windscreen does as well. Now it's much easier to take down. I didn't know they were on stage, too.

641

01:27:15.500 --> 01:27:31.059

Cooper City Hall: Yeah. So they're much easier to take down versus the slats, which the wind screens are usually a zip tie every 18 inches versus slats, I mean, take hours to remove. but from a Florida building code perspective anytime you're hindering the airflow from the original engineer design.

642

01:27:31.080 --> 01:27:32.690

Cooper City Hall: it can be problematic.

643

01:27:32.860 --> 01:27:36.970

Cooper City Hall: So the option that's available to someone would be hedges.

644

01:27:37.240 --> 01:27:50.949

Cooper City Hall: well hedges, or an actual privacy fence which from the get go is engineered already to account for that being a solid wall or solid barrier, if you will. I mean, if you look at a typical 4 foot chain link fence. Your posts are probably 8 feet on center.

645

01:27:50.960 --> 01:27:53.359

Cooper City Hall: When you get into a 6 foot privacy fence

646

01:27:53.510 --> 01:28:06.000

Cooper City Hall: it's 4 feet on center, so it has twice as much structural integrity as far as spacing in between. So we can allow the the slats with the appropriate modific. You know

647

01:28:06.440 --> 01:28:07.320

Cooper City Hall: harmony.

648

01:28:07.570 --> 01:28:13.079

Cooper City Hall: I mean, instead of 8 feet. I guess you put it last feet. Yeah. Well, I mean, that may be

649

01:28:14.470 --> 01:28:16.309

Cooper City Hall: something that could be looked at.

650

01:28:16.520 --> 01:28:21.929

Cooper City Hall: but from a cost savings perspective. It's not going to be beneficial to the homeowner.

651

01:28:22.050 --> 01:28:37.560

Cooper City Hall: So right now, when you come in for those permits, there's a pre-approved design spec sheet that they just say, Yeah, I'm going to build it for these specs, and that meets their engineering requirements. Any deviation from that approved plan. They would have to hire an engineer to redesign that fence.

652

01:28:37.650 --> 01:29:03.530

Cooper City Hall: Your cost savings is gonna write out the window with a windscreen. No, because the windscreen you can literally, it's held up by zip ties. No, but that. But the zip ties literally are cut off, and it's not hurting it in any way. The code, with notice. You have to have it as it as it stands to code at all times. Not Jason. Yeah. I mean, she's not

653

01:29:03.750 --> 01:29:28.100

Cooper City Hall: wrong person. I mean, when you, when you look at the product approval on the side of that wind screen, I mean, it'll usually have the notice of the customer. This has to be removed out of 35 on our winds, up mode, or 40 mile, or whatever that is, and if that homeowner doesn't remove it at that point, that benz may be subject to getting blown overize things to be built to hurricane code with, to go remove something. No, it has to be as it stands, as if you weren't gonna remove it.

654

01:29:28.380 --> 01:29:33.010

Cooper City Hall: Yeah, the only variation would be if it's like a temporary type structure.

655

01:29:33.310 --> 01:29:39.499

Cooper City Hall: I mean, that'd be a little bit of a gray area. We'd probably have to do some digging with board of rules and appeals. But the difference of

656

01:29:39.770 --> 01:29:53.869

Cooper City Hall: putting up a chain link fence is still. I'm air quoting reasonable price and people that have them. It's still reasonable. When you go to put up your PVC. Fence your wood fence you're talking

657

01:29:54.150 --> 01:30:00.050

Cooper City Hall: in today's prices. 4,000 and and the majority of but you're saying.

658

01:30:00.180 --> 01:30:06.179

Cooper City Hall: but that is not affordable for a lot of people, whereas that windscreen

659

01:30:06.280 --> 01:30:07.699

Cooper City Hall: is $200,

660

01:30:07.950 --> 01:30:11.520

Cooper City Hall: so people can achieve the privacy

661

01:30:11.790 --> 01:30:32.490

Cooper City Hall: we just fundamentally disagree in policy. And I understand trying to. I'm trying to have a middle ground where people can have the privacy at an affordable rate where they don't have to lay out $4,000, because that's a lot of money. Insurance has gone through the roof. Everything has gone through the roof.

662

01:30:32.540 --> 01:30:37.100

Cooper City Hall: Everybody wants. No one doesn't want to be aesthetically pleasing.

663

01:30:37.180 --> 01:30:55.210

Cooper City Hall: and I and I and I completely understand what you're saying. But there has to be some give and take because those slats you're and if a hurricane's coming, you're not going to pull out every single one of those slats. But I've seen people snip

664

01:30:55.330 --> 01:30:58.470

Cooper City Hall: 3 zip ties and take out

665

01:30:58.750 --> 01:31:11.329

Cooper City Hall: those those wind screens. It takes 2 Si know people that have them. I know people that have them on the fences that divide property, and it's 1, 2, 3. So those are very easy

666

01:31:11.360 --> 01:31:12.570

Cooper City Hall: to remove.

667

01:31:13.880 --> 01:31:18.779

Cooper City Hall: And that's that's the key people want to store their their boats and and other stuff

668

01:31:18.930 --> 01:31:21.729

Cooper City Hall: and not have to pay for a storage on. Okay, we allow that

669

01:31:21.780 --> 01:31:45.070

Cooper City Hall: we shouldn't see it. I'm sorry. Let's commission this route, I mean, they want to put. I get it, you know, but at some point we have to draw a line just like if you're on certain sections of our community on palm app, yeah, it's it's more affordable to tell them they don't have to have a certain type of fence, but we now require them. Have a certain type of fence over there, and they call, and they complain all the time about the cost of that fence. But we

670

01:31:45.090 --> 01:31:50.840

Cooper City Hall: say too bad is because of this corridor. We want it to look uniform, and you have to have this type of fence.

671

01:31:51.090 --> 01:31:52.950

Cooper City Hall: and I have a

672

01:31:53.090 --> 01:32:10.939

Cooper City Hall: one gentleman called me for planning is a what does he have to have? A wood shadow box? Anything that's a double frontage lot for consistency on the adjacent roadways required to be a uniform which in this case is a wooden. He makes an argument over PVC. And it's better last 100 years and all this, and it's, you know, but we have to have standards, and I think

673

01:32:11.270 --> 01:32:13.020

Cooper City Hall: we could at least follow

674

01:32:13.080 --> 01:32:14.740

Cooper City Hall: county on this one.

675

01:32:14.800 --> 01:32:16.600

which isn't the poster child for

676

01:32:16.860 --> 01:32:19.590

Cooper City Hall: aesthetics. They don't even allow it we should.

677

01:32:20.370 --> 01:32:21.630

Cooper City Hall: Is the

678

01:32:22.280 --> 01:32:24.979

Cooper City Hall: when you put up a a weather.

679

01:32:25.510 --> 01:32:26.320

Yes.

680

01:32:27.800 --> 01:32:29.800

Cooper City Hall: Is that under permit?

681

01:32:29.850 --> 01:32:44.190

Cooper City Hall: Do we know about it? Or can people take it up and down? Most people take it up and down right? Very few permits come in and say, I'm gonna build this fence with the mesh on. So if they don't take it down during arguments, Hurricane probably gonna blow the fence down.

682

01:32:44.400 --> 01:32:45.550

Cooper City Hall: and

683

01:32:47.730 --> 01:32:51.830

Cooper City Hall: we really don't have any enforcement

684

01:32:52.100 --> 01:32:53.980

Cooper City Hall: on those who don't take advantage

685

01:32:55.900 --> 01:32:57.540

Cooper City Hall: if we allow them correct.

686

01:32:59.310 --> 01:33:01.710

Cooper City Hall: So the option, then.

687

01:33:02.750 --> 01:33:06.450

Cooper City Hall: as far as what I understand Commissioner Melosie trying to do

688

01:33:06.550 --> 01:33:13.660

Cooper City Hall: is get a fiscally responsible option. Jason, what is that option? What about permit? I'm sorry

689

01:33:13.730 --> 01:33:19.879

Cooper City Hall: I'm speaking. Well, I mean, if you didn't allow it, and you needed to screen your backyard for

690

01:33:20.580 --> 01:33:26.820

Cooper City Hall: boat. Rv. For personal reasons, such as a kid and dog, you'd have privacy fence options

691

01:33:27.480 --> 01:33:32.129

Cooper City Hall: and the hedges hedges would work as well. I mean, that's obviously the

692

01:33:32.150 --> 01:33:35.239

Cooper City Hall: the the natural approach. I mean, they take

693

01:33:35.390 --> 01:33:38.390

Cooper City Hall: time to grow in. So most people

694

01:33:38.640 --> 01:33:46.409

Cooper City Hall: that need absolute screening. That's not their first choice. But that's obviously a viable option as well, depending on what you want to achieve.

695

01:33:49.880 --> 01:33:52.980

Cooper City Hall: yeah.

696

01:33:53.330 --> 01:33:59.279

Cooper City Hall: How many dog nappings is Cooper City had in the past 3 years that you've been here.

697

01:34:09.080 --> 01:34:19.389

Cooper City Hall: Good evening, Mayor Commissioners. Mayor. Honestly, I don't know. I can. I could pull that and send something at a later date. But up top my head, I'm not your knowledge.

698

01:34:20.170 --> 01:34:23.050

Cooper City Hall: I am not familiar with

699

01:34:23.680 --> 01:34:27.529

Cooper City Hall: a lot of if we had any, but I give you know of any

700

01:34:28.140 --> 01:34:31.390

Cooper City Hall: up top my head. I don't recall

701

01:34:31.740 --> 01:34:32.510

Cooper City Hall: But

702

01:34:32.700 --> 01:34:38.460

Cooper City Hall: I do know that in other cities there have been cases of certain types of

703

01:34:38.550 --> 01:34:56.110

Cooper City Hall: dogs that are more valuable being stolen. I don't recall any cases here in Cooper City recently. But, Captain. I'm sorry, and and and those will be dogs that are purchased, and pedigree as opposed to what Mr. Malone pushes, and that is rescue dog

704

01:34:57.260 --> 01:34:58.039

which is

705

01:34:58.940 --> 01:35:00.040

Cooper City Hall: pedaling.

706

01:35:04.790 --> 01:35:08.449

Cooper City Hall: so can I point of information, chief.

707

01:35:08.700 --> 01:35:17.980

Cooper City Hall: how would I know that my dog didn't get out of my yard as opposed to someone helping themselves to my dog out of my yard? Cause you have no idea unless it's on camera.

708

01:35:18.700 --> 01:35:20.540

Cooper City Hall: because that also happens

709

01:35:21.150 --> 01:35:27.640

Cooper City Hall: correct. Lost lost animal lost dog reports are made at times, and I'm happy to pull the data for the Commission

710

01:35:28.530 --> 01:35:34.790

Cooper City Hall: tell you where they don't go? And is there a way, Jason, is there a way that we could potentially

711

01:35:34.830 --> 01:35:39.430

Cooper City Hall: ask people that want to have the windscreen

712

01:35:41.280 --> 01:35:53.880

Cooper City Hall: to get a permit for it that way. If we, we know that they have it that way, we can drive by and see that it's maintained, and it doesn't become blight.

713

01:35:54.110 --> 01:35:55.910

Cooper City Hall: And that way.

714

01:35:56.460 --> 01:36:00.310

Cooper City Hall: if it's not taken down during a hurricane, we know.

715

01:36:00.730 --> 01:36:07.430

Cooper City Hall: Is that possible? I mean, we can ask for a permit for anything, because well.

716

01:36:08.560 --> 01:36:14.349

Cooper City Hall: so yes and no. I mean, if we had them a type of affidavit that's

717

01:36:14.370 --> 01:36:21.130

Cooper City Hall: created. But I mean, if they came in for a permit, said, Hey, I want to do a 6 foot chain link fence, and I want to put wind screening

718

01:36:21.490 --> 01:36:26.210

Cooper City Hall: the engineering at time of submittal would need to account for that.

719

01:36:26.460 --> 01:36:37.870

Cooper City Hall: But there are people that already have chain link fences that are looking for windscreen, because while I don't work with Paul, which one said it, but you know hedges hedges are great, but you're looking at

720

01:36:38.190 --> 01:36:41.390

Cooper City Hall: $20 and up per hedge.

721

01:36:41.400 --> 01:36:51.740

Cooper City Hall: Then multiply that times your yard. You're still looking at several $100. Then you have to water, fertilize, etc. And get those things to grow.

722

01:36:51.890 --> 01:37:00.390

Cooper City Hall: So that's time and energy. And who knows if the darn things, if you're like me, you're going to kill them unless it's cactus. So

723

01:37:01.970 --> 01:37:14.909

Cooper City Hall: that's also a costly endeavoring. You already have to have the fence there. But if we had someone that wanted to put up a windscreen and they wanted to put, I mean.

724

01:37:15.260 --> 01:37:16.830

Cooper City Hall: could we say

725

01:37:17.980 --> 01:37:32.399

Cooper City Hall: we're we're going to require you to have a permit for that, because we want to ensure that it's maintained and that it doesn't get ratty. And and what have you? Yeah? And and again, that's something we'd have to look into. Because I mean, when you

726

01:37:32.670 --> 01:37:34.080

Cooper City Hall: come in for a permit.

727

01:37:34.090 --> 01:37:37.010

Cooper City Hall: I mean as a regulatory agency. We look at

728

01:37:37.180 --> 01:37:38.840

Cooper City Hall: worst case scenarios

729

01:37:38.880 --> 01:37:55.869

Cooper City Hall: as far as it looks hideous. Well, no worst case scenarios from the structural and safety standpoint. So with with no guarantees that that windscreen would actually be removed by that homeowner. We have to assume the worst, as in it, would be up during a storm or an event

730

01:37:56.030 --> 01:38:04.829

Cooper City Hall: where it would need to be engineered for that load. So like I said, I mean, the most we could look into would maybe be some kind of affidavit that the homeowner sign that

731

01:38:05.020 --> 01:38:10.080

Cooper City Hall: when they submitted for permits, that wind screening would be subject to

732

01:38:10.350 --> 01:38:19.850

Cooper City Hall: removing and and have that as part of the submittal document. I don't know if that's something we could legally require or or enforce. I mean, that's something that would have to be

733

01:38:20.030 --> 01:38:24.269

Cooper City Hall: book, that with the Board of rules and Appeals. Yeah, let me ask you another question. Then.

734

01:38:24.750 --> 01:38:25.850

Cooper City Hall: as the

735

01:38:26.300 --> 01:38:28.249

chief of the

736

01:38:30.480 --> 01:38:32.760

windscreen windscreen investigators.

737

01:38:32.880 --> 01:38:36.970

Cooper City Hall: Covid is the only legal spy and building in the city.

738

01:38:37.100 --> 01:38:43.880

Cooper City Hall: knowing what you know about the difficulties we've been having throughout the city. Do you have any suggestions?

739

01:38:47.700 --> 01:38:51.129

Cooper City Hall: I can make a suggestion. The fly here.

740

01:38:51.260 --> 01:39:04.159

Cooper City Hall: And I'm sure there's probably gonna be concerns with it, because it's not a thought out suggestion. But I'm happy to to think off the cuff. I mean, typically when there's an ordinance that is set by this commission.

741

01:39:04.250 --> 01:39:12.599

Cooper City Hall: there are exceptions that may come in to where someone wants a a variance request right? There's a process for that.

742

01:39:12.750 --> 01:39:18.780

Cooper City Hall: Primrose, for example, did submit a variance request for this particular code that's being discussed.

743

01:39:19.030 --> 01:39:37.729

Cooper City Hall: If the Commission and I understand my my companion. Concerns he's certainly more educated and and versed on the affordable building code than I but II heard his concern about the wind loads and the capacity of that fence original structure.

744

01:39:37.780 --> 01:39:48.269

Cooper City Hall: So perhaps, as part of the variance package, if it came before the Commission as approval would include a requirement that that

745

01:39:48.340 --> 01:39:52.919

Cooper City Hall: windscreen be taken down during, you know. 3,

746

01:39:53.000 --> 01:40:16.409

Cooper City Hall: 5 days in advance of a storm, and it was only a temporary, I would suggest only a temporary approved variance for a residential home, until a hedge grew in so like. For example, Commissioner Malowsi mentioned that the the privacy hedge. Might be a more economical solution, but it takes time to grow. So perhaps the Commission would say, well, we can approve this variance.

747

01:40:16.480 --> 01:40:37.249

Cooper City Hall: It's a temporary variance, maybe, let's say, put a timestamp on it one year, 6 months, and then we would know to after that time that variance now no longer is in effect, and then we would go out there. Now we would enforce it if I don't anticipate. If that was something this commission was wanting to entertain, that we would have a lot of those requests.

748

01:40:37.250 --> 01:40:47.870

Cooper City Hall: though I would feel comfortable with my co-team, saying, Well, we have one or 2 we'll include as part of our hurricane operation to ensure that they remove that windscreen. And again, that's just off off the cuff.

749

01:40:48.130 --> 01:40:53.980

Cooper City Hall: I think you're allowed to have a windscreen on a temporary fence. Now they do it on construction sites. You get a permit for it.

750

01:40:54.750 --> 01:41:02.270

Cooper City Hall: Yeah, for construction sites. It's a separate criteria, but it. The permit is issued as it being just a temporary

751

01:41:02.720 --> 01:41:11.269

Cooper City Hall: fence, and it doesn't come in with the same engineering calcs like a residential fence, and just to elaborate, as the captain say, I mean the only

752

01:41:12.020 --> 01:41:16.060

Cooper City Hall: issue where that's not a complete fix is

753

01:41:16.270 --> 01:41:19.189

Cooper City Hall: part of this is going to be in front of gates.

754

01:41:19.630 --> 01:41:29.610

Cooper City Hall: And obviously, if gate is serving as your access of in and out hedges are not going to work for that area. So this is really an aesthetic solution.

755

01:41:30.120 --> 01:41:41.119

Cooper City Hall: Okay, so why? Why would we, as a policy, say that Palm Avenue residents have to spend extra money to have an aesthetically pleasing.

756

01:41:41.140 --> 01:41:53.689

Cooper City Hall: you know, a fence or something line a site, but somebody on Ninetieth Avenue that can put up something that's not aesthetically pleasing because of mine. So it's really just a policy decision. Do we want to

757

01:41:53.850 --> 01:41:55.140

Cooper City Hall: require

758

01:41:55.780 --> 01:42:00.990

Cooper City Hall: the things to be aesthetically consistent. pleasing? What do we want to go with the most

759

01:42:01.400 --> 01:42:02.420

Cooper City Hall: economic.

760

01:42:02.470 --> 01:42:07.850

Cooper City Hall: portable thing. I mean, we shouldn't even require fences. We could park a boat there and cause that's the cheapest thing.

761

01:42:08.800 --> 01:42:10.389

Cooper City Hall: Just put whatever you want in your art.

762

01:42:11.450 --> 01:42:16.190

Cooper City Hall: That's why you guys are up there and we're down here.

763

01:42:16.360 --> 01:42:23.420

Cooper City Hall: you know. one or 2 residents wanting to put a windscreen up as opposed to the entire community.

764

01:42:23.620 --> 01:42:31.199

Cooper City Hall: So why would we? Okay, that. And we're remove the requirement on Tom admin for the different systems at corridor.

765

01:42:33.080 --> 01:42:39.060

Cooper City Hall: Same policy. We can't make rules just for individual people. We have to make it sort of better to go to the community

766

01:42:41.570 --> 01:42:42.830

Cooper City Hall: that obviously

767

01:42:43.350 --> 01:42:45.180

Cooper City Hall: we all dissipate. Funding

768

01:42:46.820 --> 01:42:49.409

Cooper City Hall: does done mean move on well, I mean.

769

01:42:49.710 --> 01:43:01.620

Cooper City Hall: item number 12. Another commission, Melosie, item discussion and possible action on the Parks and Rec department form the commission of upcoming city events. So the past couple of events

770

01:43:01.880 --> 01:43:09.870

Cooper City Hall: there seem to be confusion as to the event process of the event, the

771

01:43:10.890 --> 01:43:17.179

Cooper City Hall: schedule of events, what the event entailed, etc. So I thought that

772

01:43:17.210 --> 01:43:19.879

Cooper City Hall: if y'all agreed, there's

773

01:43:20.100 --> 01:43:20.800

that

774

01:43:21.270 --> 01:43:25.410

Cooper City Hall: some people were not were more confused about like

775

01:43:25.660 --> 01:43:34.500

Cooper City Hall: boob or city and trick-or-treat shops, shops, etc. I thought, if y'all agreed that maybe in December we can have

776

01:43:34.640 --> 01:43:37.380

Cooper City Hall: Stacy

777

01:43:37.500 --> 01:43:41.630

Cooper City Hall: present, like the next 3 months of events for us. What

778

01:43:42.250 --> 01:43:45.229

Cooper City Hall: was going to be happening in the next 3 months.

779

01:43:45.400 --> 01:43:51.890

Cooper City Hall: What those medium size synopsis of those events, and what

780

01:43:52.230 --> 01:44:02.000

Cooper City Hall: she thought the Commission's involvement would be in those events. And that way. There's no not sure what we thought we would be doing, etc., etc.

781

01:44:02.610 --> 01:44:04.819

Cooper City Hall: I mean, we knew what our roles would be.

782

01:44:05.420 --> 01:44:06.270

Cooper City Hall: That's

783

01:44:06.670 --> 01:44:14.150

Cooper City Hall: I think it's great information

784

01:44:14.320 --> 01:44:16.160

Cooper City Hall: to have. Obviously, we've been

785

01:44:17.220 --> 01:44:18.859

Cooper City Hall: haven't been provided

786

01:44:19.090 --> 01:44:22.119

Cooper City Hall: with enough information on our events. I created

787

01:44:22.210 --> 01:44:23.770

Cooper City Hall: the event forming

788

01:44:23.930 --> 01:44:30.190

Cooper City Hall: which I knocked off from another Government agency and and revised and

789

01:44:30.350 --> 01:44:37.349

Cooper City Hall: send it to the manager. Ask them to implement it. It. It hasn't been implemented consistently

790

01:44:38.920 --> 01:44:44.229

Cooper City Hall: for a while, but I know that we've discussed it, and he's reemphasized it.

791

01:44:44.380 --> 01:44:48.139

Cooper City Hall: Ii know for me it answers the key questions.

792

01:44:48.580 --> 01:44:56.749

Cooper City Hall: so for us I don't know. Having having per cent. For our sake at the Commission meeting. But I think it's

793

01:44:57.220 --> 01:44:58.530

Cooper City Hall: really important

794

01:44:58.570 --> 01:45:01.590

Cooper City Hall: to communicate to our residents

795

01:45:01.600 --> 01:45:05.010

Cooper City Hall: what's going on in the community, because I know a lot of people didn't know about the

796

01:45:05.020 --> 01:45:11.589

Cooper City Hall: Halloween events on time and everything else. So II support that idea. Great idea to ask

797

01:45:12.230 --> 01:45:15.959

Cooper City Hall: Parks and rec. To come and and tell us all the wonderful that they're working on.

798

01:45:16.030 --> 01:45:21.080

Cooper City Hall: so that our residents are are aware. And then, obviously, our Communications Department can amplify that

799

01:45:22.280 --> 01:45:23.079

to bring that

800

01:45:23.330 --> 01:45:26.510

Cooper City Hall: that. But those are 2 different issues. You talk

801

01:45:28.240 --> 01:45:29.289

like exactly what else.

802

01:45:30.350 --> 01:45:40.570

Cooper City Hall: Try listening to what he said. He's talking residents. Give me a moment. Once again. I appreciate when you don't interrupt.

803

01:45:41.020 --> 01:45:46.739

Cooper City Hall: because we now have an opportunity to talk. I thought I was

804

01:45:47.260 --> 01:45:48.470

Cooper City Hall: so getting that

805

01:45:48.510 --> 01:45:50.789

Cooper City Hall: point out. It says

806

01:45:50.920 --> 01:45:53.690

Cooper City Hall: you are requesting specifically.

807

01:45:53.800 --> 01:45:58.810

Cooper City Hall: and this is where I'm really concerned. Because I listened to what you said. Heck! I even wrote it down

808

01:45:59.280 --> 01:46:03.410

Cooper City Hall: that you want to inform the Commission

809

01:46:03.800 --> 01:46:07.520

Cooper City Hall: about the process or what it entails.

810

01:46:07.830 --> 01:46:10.459

Cooper City Hall: You did say that people are confused.

811

01:46:10.540 --> 01:46:15.339

Cooper City Hall: Well, if you're talking about the commission, I'm sure you're not talking to the Commission.

812

01:46:15.470 --> 01:46:21.060

Cooper City Hall: because that would be a sunshine violation, because you want something acted upon

813

01:46:21.220 --> 01:46:24.509

Cooper City Hall: right now because it says discussion and possible action.

814

01:46:24.790 --> 01:46:38.699

Cooper City Hall: So let's find out, you know. Have you discuss this with anyone up here on this commission? You're amazing. I love it. You're so trying to figure this out. So let's figure this out. So when Stacy stands at that podium

815

01:46:38.700 --> 01:47:00.060

Cooper City Hall: and presents items, do you not think that that's going to be here on the screen, and that anyone that wants to see it is going to hear it, and all the residents are going to understand what she's saying and know about the events, and then, if Mr. Michael Cabello is hired, he can then

816

01:47:00.060 --> 01:47:14.839

Cooper City Hall: take exactly what she said and put it out to everyone. So what's going on. Yes, that's no. She's she would then be presenting to us

817

01:47:14.840 --> 01:47:21.770

Cooper City Hall: right here. So are you withdrawn? Item number 12. So you want the commission

818

01:47:21.770 --> 01:47:46.290

Cooper City Hall: you want? I'm trying to figure this out. You have put on the docket, and I'm trying to understand it. So what you're saying is, after 13 years of sitting up on this commission. You don't understand what Booper City is, or what the Halloween, or what? Excuse me moment, I am not done. No, no, no, ma'am, I'm gonna have you

819

01:47:46.530 --> 01:47:52.049

Cooper City Hall: again requested to be silent when others are talking, because you disagree with them.

820

01:47:52.940 --> 01:48:08.690

Cooper City Hall: So after 13 years, you can't figure out the synopsis, or what an event entails, or the process of it. I understand a new Commissioner, Commissioner catchment, not understanding. Maybe the colors you're supposed to wear or the dress you're supposed to wear. I don't know.

821

01:48:08.930 --> 01:48:13.790

Cooper City Hall: because I don't talk to him about that. That's something that he apparently has

822

01:48:14.140 --> 01:48:16.850

Cooper City Hall: spoken properly with the city manager.

823

01:48:16.990 --> 01:48:22.970

Cooper City Hall: Have, I assumed, spoken to Stacy. And now there's a form that's to be used. I didn't.

824

01:48:23.250 --> 01:48:27.490

Cooper City Hall: Oh, okay, it's over there. That's the way it should be given the last assistant

825

01:48:28.170 --> 01:48:33.330

multiple. and for some reason still can't get accurate

826

01:48:34.420 --> 01:48:38.919

for our events. So I've addressed it with the manager. I mean, I

827

01:48:40.410 --> 01:48:43.910

I don't know as a new Commissioner. I don't know.

828

01:48:44.350 --> 01:48:45.560

Cooper City Hall: I was blocked

829

01:48:45.660 --> 01:48:47.230

from entering

830

01:48:47.330 --> 01:48:48.460

Cooper City Hall: holiday like

831

01:48:50.010 --> 01:48:58.250

where I was supposed to park. I didn't know what I was supposed to wear to different 2 commissioners got information. Well. you

832

01:48:58.400 --> 01:49:02.960

Cooper City Hall: members of the day has got information about where to park at

833

01:49:03.350 --> 01:49:17.200

the countryside shops, Halloween, and, as far as I know, and the other ones didn't, because I had no idea that we had parking available. This isn't stuff. Something I wanted to discuss on today is, but I will tell you that the information provided by Staff has not been

834

01:49:17.580 --> 01:49:20.590

a full 4 up to park

835

01:49:20.620 --> 01:49:24.340

Cooper City Hall: when it comes to event preparation. So I asked, I developed a solution.

836

01:49:24.880 --> 01:49:27.119

I sent it to the manager, and I asked him to

837

01:49:27.430 --> 01:49:28.669

Cooper City Hall: has not been in

838

01:49:29.730 --> 01:49:37.419

Cooper City Hall: so, but I've asked him to follow up on that, as of our conversation late last week. Mr. City Manager, can you provide to the commission

839

01:49:37.940 --> 01:49:45.790

in which Commissioner Katsman has suggested the use. and in addition, have you reviewed it? And will it be you?

840

01:49:47.030 --> 01:49:48.200

Cooper City Hall: Yes, and yes.

841

01:49:49.590 --> 01:49:54.180

Cooper City Hall: it's already been taken care of from my end. This is not my agenda. No, I get it

842

01:49:54.400 --> 01:49:58.560

Cooper City Hall: alright. Anything further on this agenda? Item.

843

01:49:59.030 --> 01:50:03.390

Cooper City Hall: I do think the communication can

844

01:50:06.060 --> 01:50:09.340

Cooper City Hall: as well for this from the Parks and Rec department.

845

01:50:09.630 --> 01:50:13.529

Cooper City Hall: I wanted to know what you guys thought about having the directors

846

01:50:13.640 --> 01:50:16.510

Cooper City Hall: back up here like they used to be give reports.

847

01:50:17.000 --> 01:50:24.489

Cooper City Hall: I mean Parks and Rec is a like a huge function in the city, and I can never get information or like I find out that.

848

01:50:24.600 --> 01:50:26.350

Cooper City Hall: you know, last minute

849

01:50:26.680 --> 01:50:37.649

Cooper City Hall: I almost had that trick or treating thing the wrong weekend, because we hadn't heard anything so but it would be nice to have them give reports. I mean if we spend a lot of money on the parks. And right, it's a big portion of our.

850

01:50:38.150 --> 01:50:45.599

Cooper City Hall: There's a lot of items. We just same thing with public work. We just ask again, we have to ask about what's going on with traffic coming. We have to ask about the dog park like

851

01:50:45.760 --> 01:51:04.079

Cooper City Hall: I feel like they should be there and give reports on these things, you know. Obviously, public ports give you reports on things they're working on rec. Would give you reports on the upcoming thing we hit to hear from the fire chief about how many people you know I mean fire hydrants might as well hear upcoming event. You know.

852

01:51:04.650 --> 01:51:11.789

Cooper City Hall: I don't know if that you know, they also used to do. I mean, that's useful information. They also use that manager report where the departments would give you

853

01:51:12.980 --> 01:51:21.869

Cooper City Hall: submit information. But that was useless. Things like the water department, like oh, 95 million gallons of water. What do I care about that. I want to know about the status of something, you know.

854

01:51:22.300 --> 01:51:27.610

Cooper City Hall: So what do you guys think about the?

855

01:51:28.760 --> 01:51:35.129

Cooper City Hall: I guess I'll ask the 3 commissioners there added a tenure without the director's.

856

01:51:35.790 --> 01:51:41.329

Cooper City Hall: I thought it was very helpful. Am I allowed to speak? Sure question was just proposed.

857

01:51:42.190 --> 01:51:50.800

Cooper City Hall: What are you guys all like collectively, think about. I think it sounds great. II would respectfully disagree. And here is why.

858

01:51:51.160 --> 01:51:56.120

Cooper City Hall: often there has been times in at least the 13 years that I've been up here

859

01:51:56.330 --> 01:52:09.469

Cooper City Hall: where we've had department heads that have not had any items on the agenda to present, and we've had them here stuck here at a meeting where they didn't, where they didn't. They didn't need to be here.

860

01:52:09.650 --> 01:52:22.739

Cooper City Hall: So II think that's in it. Inefficient in terms of having the department he department heads here. II like the way it is. Now. If there are items on the agenda

861

01:52:22.810 --> 01:52:24.970

Cooper City Hall: regardless of, or

862

01:52:25.010 --> 01:52:32.739

Cooper City Hall: particular to a certain department. You have that department head or that representative here to speak on that item. If the other folks aren't here

863

01:52:32.770 --> 01:52:34.619

Cooper City Hall: now, with the exception.

864

01:52:35.010 --> 01:52:43.569

Cooper City Hall: because oftentimes, or at least during this past year, a number of items have come up as it pertained to the budget.

865

01:52:43.640 --> 01:52:45.410

Cooper City Hall: We know that

866

01:52:45.690 --> 01:53:09.470

Cooper City Hall: just about every commission meeting. There's always going to be conversations along the lines of the budget and finances. And so someone probably should be here from budget from the Finance Department, simply because it it comes up every at every commission meeting. But to have every department hit here, at every commission meeting, to to be here to be available

867

01:53:09.530 --> 01:53:13.110

Cooper City Hall: in the event that something comes up. If it's not on the agenda.

868

01:53:13.200 --> 01:53:24.819

Cooper City Hall: Just think! It's a waste of of of of the U utilization of our department heads. And I and I wanna just say this because I know we're talking about

869

01:53:24.830 --> 01:53:29.749

Cooper City Hall: of the Commission being informed, misinformed, not informed, as it pertains to

870

01:53:29.790 --> 01:53:31.570

Cooper City Hall: events.

871

01:53:31.890 --> 01:53:39.780

Cooper City Hall: Like to remind the Commission. We had an executive assistant that provided us with all of that information, and we don't have

872

01:53:39.800 --> 01:53:52.150

Cooper City Hall: anyone in that position, and I truly believe that once that position is filled, then that individual will, because it's been my experience with the last one that we had. She kept

873

01:53:52.740 --> 01:53:54.600

Cooper City Hall: that can only speak for me.

874

01:53:54.710 --> 01:54:15.990

Cooper City Hall: She kept me apprised of everything that was going on in the city. What would what events was taking place where I needed to be. So we don't have an individual right now in that position, but I believe that once we have that position filled. I think that would address some of the concerns that some of my colleagues have up here. Mayor, that's all. Thank you.

875

01:54:16.000 --> 01:54:23.309

Cooper City Hall: Commissioner Schroeder and Commissioner. Yeah, that you know, I had issues given before. I mean, II had to go to Embassy Creeks

876

01:54:23.400 --> 01:54:30.260

Cooper City Hall: graduation, and I wasn't made aware that Commissioner Green or the Mayor weren't going, so I would expect to

877

01:54:30.420 --> 01:54:31.690

given improper

878

01:54:32.840 --> 01:54:34.080

speech that

879

01:54:34.700 --> 01:54:38.040

Cooper City Hall: 1,200 1,300 people there had no clue.

880

01:54:38.420 --> 01:54:43.009

Cooper City Hall: and then Mr. Katzman came storming in, gripping sweat because he wasn't told

881

01:54:43.120 --> 01:54:47.199

Cooper City Hall: where to go or park. so I mean, I don't think it it was.

882

01:54:47.220 --> 01:54:58.230

Cooper City Hall: it's just because we have a vacancy spot. But we require Bso. Police and fire to be here. We have we? We refinance has to be here. Aren't they all here. Anyway, they're just like in a back room or something.

883

01:55:00.000 --> 01:55:09.510

Cooper City Hall: They have an item on the agenda there. If they're if they don't have another item on the agenda. They they have not been so. I thought that they were all here, and they were just back.

884

01:55:09.750 --> 01:55:14.929

Cooper City Hall: and I think they all need to be here. They're directors, their attempt employees, their their.

885

01:55:14.970 --> 01:55:17.140

Cooper City Hall: you know. They're compensated for this.

886

01:55:18.210 --> 01:55:22.100

Cooper City Hall: I would like to know? Even if they don't. I'd like to know the updates on what's going on

887

01:55:22.560 --> 01:55:29.379

Cooper City Hall: departments. That's why they get paid the big bucks. Yeah. And if they can't because they gotta go on vacation, something that's when you have the assistant director.

888

01:55:32.100 --> 01:55:36.940

Cooper City Hall: Thanks. So maybe we can compromise and have an all rotating

889

01:55:37.270 --> 01:55:46.069

Cooper City Hall: schedule director updates. Just a thought. You know, II agree, you know, in in some cases it's it's based on timeliness, but it. But

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01:55:46.520 --> 01:55:48.009

Cooper City Hall: you know, we do have

891

01:55:48.720 --> 01:55:51.500

Cooper City Hall: recurring issues where we're not getting updates.

892

01:55:51.550 --> 01:55:58.279

Cooper City Hall: particularly from some of the departments that we for 50 years the directors were all had to be. I don't know when they stopped having to be here

893

01:55:58.520 --> 01:56:07.989

Cooper City Hall: right, but I mean having them update on it. Oh, no. But they use the city here. So if you had a question, yeah, I know most cities do it. Like, yeah, I think we should return to that where they said.

894

01:56:08.430 --> 01:56:09.230

Cooper City Hall: you know.

895

01:56:09.420 --> 01:56:13.100

Cooper City Hall: you know again, and and I have no difficulty

896

01:56:13.160 --> 01:56:21.329

Cooper City Hall: handling it that way. I turned to the city manager, and he really is the one who should be giving us updates on all the different.

897

01:56:21.360 --> 01:56:23.920

Cooper City Hall: The farming's

898

01:56:24.090 --> 01:56:31.999

Cooper City Hall: I don't have a problem with him doing that in in specifically in his report on. And we have what about 7 departments?

899

01:56:32.640 --> 01:56:33.510

Cooper City Hall: Yes.

900

01:56:34.130 --> 01:56:43.840

Cooper City Hall: you know, minute on each, just to keep us up to date on on them all. In the meantime, what I'm hearing is better. Communication is needed

901

01:56:43.860 --> 01:57:09.450

Cooper City Hall: through the directors not directly to the Commission, but to the city manager and vice versa. We don't talk to them. We go through the city manager. Thank you, Commissioner Catherine, doing that. Yeah. But if they're here giving me update, then everyone happens. If not, then we're getting asked, hey, what's going on with the dog park, and that you know what I mean. So it's like.

902

01:57:09.840 --> 01:57:17.540

Cooper City Hall: And that's where you watch these meetings. They can get updated on it. I think that's where a city manager can do a quick aversion, if you will, of an update.

903

01:57:17.700 --> 01:57:19.470

Cooper City Hall: because he is

904

01:57:19.530 --> 01:57:28.299

Cooper City Hall: literally has finger on on the pulse of the city

905

01:57:28.690 --> 01:57:41.060

Cooper City Hall: city manager. Yeah, Mayor, if I could. I mean I will share. I don't think it's uncommon in local governments if there's not an item on their agenda for them not to be here. Remember that the

906

01:57:41.100 --> 01:57:55.019

Cooper City Hall: mayor and commission and obviously staff set the agenda. So there's a wide range of topics on the agenda. If there's an update required. Certainly it's the prerogative of the Commissioners to put something on the agenda related to it.

907

01:57:55.290 --> 01:58:04.120

Cooper City Hall: I think, also to Commissioner Catson's points. We have a lot. There are a lot of events, a lot of events that go on and trying to

908

01:58:04.290 --> 01:58:17.309

Cooper City Hall: at least as it relates to events that the Commission and the mayor have to be at. I think there's an opportunity, with the new assistant coming in, and during the transition for us to get better on utilizing the form for every event.

909

01:58:17.480 --> 01:58:20.109

Cooper City Hall: and I've talked to Commissioner Catsman about that.

910

01:58:20.380 --> 01:58:27.479

Cooper City Hall: I think they're just respectfully as it relates to the flow of

911

01:58:27.530 --> 01:58:32.149

Cooper City Hall: governance, and the Council manager form of government that?

912

01:58:32.230 --> 01:58:39.259

Cooper City Hall: you know, I think the agenda really should be the the item that drives the conversation of the Commission, and

913

01:58:39.360 --> 01:58:46.559

Cooper City Hall: you know the the byproduct of having each department Ed here, and just kind of in the front row for questions is.

914

01:58:46.570 --> 01:58:56.070

Cooper City Hall: I think it a lot of times. It deviates from the agenda and goes into additional items versus really trying to focus on those items that

915

01:58:56.870 --> 01:59:02.210

Cooper City Hall: the mayor and the Commission, you know, really would like to discuss, as it relates to agenda.

916

01:59:02.780 --> 01:59:12.349

Cooper City Hall: And if there are specific projects or items that you know, commercial strategy point that we get that you get asked on, or you wouldn't like an update on. I mean, that's

917

01:59:12.380 --> 01:59:19.129

Cooper City Hall: so. We had a conversation, and this is going to come up on her next item of her traffic com

918

01:59:19.260 --> 01:59:22.539

Cooper City Hall: had a conversation. He had to direct it in eating

919

01:59:22.830 --> 01:59:38.570

Cooper City Hall: what's going on with traffic, and she's got to put it on here, and I mean, we shouldn't have to fraud like I shouldn't have to make a list of what we talk about, and then follow up on staff to

make sure they did. What like there should be an update. Why, why are we only finding out about the dog park? Because everybody asked about the dog park?

920

01:59:38.780 --> 01:59:42.729

Cooper City Hall: Shouldn't we have been alerted about that? Because we're we're playing ketchup.

921

01:59:42.870 --> 01:59:45.949

Cooper City Hall: you know, like, Oh, but now we're asking how they're gonna rush out there and do it like.

922

01:59:46.210 --> 01:59:51.760

Cooper City Hall: I don't know. What do. I gotta hear about the Cpr. Thing, but I don't get to hear about the major event happening.

923

01:59:52.120 --> 02:00:00.469

Cooper City Hall: I don't want to hear about every rec thing like they have an after school thing for a day. I don't care about that, but having a major city event, and it's not set at at at the meeting

924

02:00:00.940 --> 02:00:07.079

Cooper City Hall: kind of I don't know someone standing here and giving us a 3 month review. It's not gonna hurt anything.

925

02:00:07.480 --> 02:00:09.360

Cooper City Hall: Which is why I brought it up.

926

02:00:09.900 --> 02:00:16.970

Cooper City Hall: But if you give a 3 month review in all honesty, Commissioner Malos, if if someone is, if some

927

02:00:17.010 --> 02:00:28.249

Cooper City Hall: parks and recons with that. So what we're talking about, they come here. She comes here, and in December, and she says, Okay, for the next 3 months. Here are the events that that are going to be taking place throughout the city.

928

02:00:29.060 --> 02:00:30.520

Cooper City Hall: I promise you

929

02:00:30.910 --> 02:00:39.730

Cooper City Hall: people are not going to remember what she's they're they're they're not going to remember the 3 months of events as she put forth in December.

930

02:00:40.390 --> 02:00:41.160

Cooper City Hall: There

931

02:00:42.250 --> 02:00:55.520

Cooper City Hall: you can put stuff on. We put stuff. I see it when when you go by Ninetieth Avenue on the marquee. Out here there are constantly we have events that are being advertised up there. We you can go to the website

932

02:00:55.600 --> 02:01:05.649

Cooper City Hall: into the parks and Rec, it's it's there you can go into the pool and tennis center. It's it's it's placed where everybody to see. So

933

02:01:06.220 --> 02:01:17.969

Cooper City Hall: you know, having an individual to come here and give 3 months in advance of activities. One, we know that it's gonna be posted throughout the city

934

02:01:18.140 --> 02:01:31.830

Cooper City Hall: in some shape, form, or fashion. I don't. I don't know. I don't know if that's the most efficient way to utilize our our resources here. I understand what you're saying, but I don't know if that's the best utilization of our

935

02:01:32.170 --> 02:01:39.140

Cooper City Hall: resource, but we do have additional resources, and that is the new hire that we made of the outside

936

02:01:39.210 --> 02:01:42.460

Cooper City Hall: public relations firm, whatever you want to call.

937

02:01:42.780 --> 02:01:51.740

Cooper City Hall: Yes, yes, and I'm sorry. First solutions, first solutions. So that's a maybe a priority that they should be given

938

02:01:51.800 --> 02:01:58.759

Cooper City Hall: as far as putting out the information, pushing it forward to the residents and Commission can read it at the same time.

939

02:01:59.170 --> 02:02:04.140

Cooper City Hall: So we most in local government. uncommon

940

02:02:04.410 --> 02:02:07.160

Cooper City Hall: Florida for the directors that we had the commission.

941

02:02:08.560 --> 02:02:11.340

Cooper City Hall: Why are why don't we have our director at that point?

942

02:02:11.420 --> 02:02:19.869

Cooper City Hall: If you and again, that's a policy up to all of us. So I'd like to make a motion to require all directors.

943

02:02:22.920 --> 02:02:29.940

Cooper City Hall: That's what I thought I'd like to make a motion to direct the manager to tell the employees that are directors to come back to work during the mission?

944

02:02:31.550 --> 02:02:38.219

Cooper City Hall: Do I have a second on that any further discussion. hearing none. All the votes.

945

02:02:39.600 --> 02:02:46.059

Cooper City Hall: Commissioner Malos, Commissioner Katzmann, Commissioner Shrouder. Yes, Commissioner Green, no, Mayor Ross. Yes.

946

02:02:47.460 --> 02:02:48.510

Cooper City Hall: moving on.

947

02:02:49.000 --> 02:02:51.270

Cooper City Hall: We have, item number

948

02:02:51.360 --> 02:02:52.490

Cooper City Hall: 13,

949

02:02:52.520 --> 02:02:57.879

Cooper City Hall: discussion and possible action regarding the regulation of livestock in the City Commission, Melosie.

950

02:02:58.220 --> 02:03:00.369

Cooper City Hall: There are several

951

02:03:00.710 --> 02:03:08.640

Cooper City Hall: residences in Cooper City that have roosters. and those roosters do not know how to keep time.

952

02:03:09.000 --> 02:03:09.810

Okay.

953

02:03:10.070 --> 02:03:21.529

Cooper City Hall: non, stop. And the people that live near those roosters are not happy about those having to live near those roosters and those roosters

954

02:03:21.570 --> 02:03:23.839

Cooper City Hall: are doing what roosters do. Nonstop

955

02:03:24.180 --> 02:03:31.699

Cooper City Hall: I was asked by a few. There was a gentleman at the last meeting that asked us about it. There are people that live

956

02:03:32.460 --> 02:03:37.110

Cooper City Hall: like 2 blocks away from me that asked us about it, and

957

02:03:37.190 --> 02:03:41.279

Cooper City Hall: I've not gotten much to my daughter's display because she likes the sound of the roosters.

958

02:03:41.290 --> 02:03:52.020

Cooper City Hall: I'm going to agree with these people that I think rooces are adorable, but they should not be in a residential neighborhood, where

959

02:03:52.310 --> 02:03:57.470

Cooper City Hall: your house is 30 feet away from another house, and you can hear a rooster nonstop

960

02:03:58.830 --> 02:04:05.279

Cooper City Hall: Our code need would need to be adjusted. I would second per

961

02:04:05.330 --> 02:04:08.790

Cooper City Hall: motion to bring back an ordinance prohibiting through research

962

02:04:08.900 --> 02:04:17.650

Cooper City Hall: only in the areas where, like is there, we have certain areas in Cooper City correct

963

02:04:19.510 --> 02:04:22.020

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

964

02:04:22.200 --> 02:04:28.050

Cooper City Hall: Do I have? I added a second. Okay, fine. Okay. Where are you.

965

02:04:28.470 --> 02:04:34.500

Cooper City Hall: No, go ahead. What's the? I don't. Whatever it is, they may have a cow. you know you're not allowed to count.

966

02:04:34.710 --> 02:04:44.200

Cooper City Hall: I would have one in my backyard. I just think it's kind of an oversight when you read it.

967

02:04:44.400 --> 02:04:46.590

Cooper City Hall: No, I'm fine. With that I just wanted over the puddle

968

02:04:48.090 --> 02:04:50.079

Cooper City Hall: any any further discussion.

969

02:04:50.350 --> 02:04:52.699

Cooper City Hall: hearing hearing none.

970

02:04:52.920 --> 02:04:53.810

Cooper City Hall: Pull the vote.

971

02:04:55.700 --> 02:05:04.580

Cooper City Hall: Commissioner Malos. Yes, Commissioner Cassman. Yes, Commissioner Shrouder. Yes, Commissioner Green. Yes, Mayor Ross. Yes, Air Commissioner, we will work on orders to bring back their consideration

972

02:05:08.280 --> 02:05:10.029

Cooper City Hall: cannot be changed.

973

02:05:12.000 --> 02:05:16.630

Cooper City Hall: Moving on to Item number 14, update on the traffic coming devices.

974

02:05:16.680 --> 02:05:21.329

Cooper City Hall: And and there's no discussion. We just want an update as the city manager.

975

02:05:24.680 --> 02:05:30.849

Cooper City Hall: Thank you, Mayor. We I did talk to with Mister Schrodingersky from the Coronino group.

976

02:05:31.070 --> 02:05:38.130

Cooper City Hall: He said, they are roughly, 90% complete with their overall traffic calming study

977

02:05:38.450 --> 02:05:40.460

Cooper City Hall: they had some drone

978

02:05:40.570 --> 02:05:56.629

Cooper City Hall: grown footage out within the last week or so, and the consultant will be at our December twelfth meeting. The study, according to him, should be complete, and he'll be going over the results with the Mayor Mission at the December twelfth Commission meeting.

979

02:05:56.750 --> 02:06:02.610

Cooper City Hall: Thank you very much. Do we have an update on numbers? Oh, I'm sorry. Go ahead.

980

02:06:03.110 --> 02:06:05.210

Cooper City Hall: That was like a little hatch. There

981

02:06:05.330 --> 02:06:06.180

we

982

02:06:06.720 --> 02:06:13.030

Cooper City Hall: specifically discuss certain locations that we wanted traffic common devices to test it out on.

983

02:06:13.340 --> 02:06:25.609

Cooper City Hall: separate and apart from the study. And then now just switch into a study studies got nothing to do with it. We gave a list of the locations d. Giovani gave

984

02:06:25.700 --> 02:06:41.320

Cooper City Hall: a list of. There were like 9 streets cheap. We're not looking to study them. We know know what we we know, those places we did have. you know, testing out right? Somebody brought a noodle. All this stuff? Noodle. Okay. Where? Where is it

985

02:06:41.730 --> 02:06:44.640

Cooper City Hall: needs to be installed? You know it was reduced.

986

02:06:45.080 --> 02:06:50.949

Cooper City Hall: What needs to be installed? We had a conversation.

987

02:06:51.220 --> 02:06:53.929

Cooper City Hall: We absolutely had a conversation up here voted

988

02:06:54.040 --> 02:07:00.640

Cooper City Hall: for Staff to come back with these they were. They were doing a study free.

989

02:07:02.070 --> 02:07:08.090

Cooper City Hall: They were going to do a study on before the devices were installed that way we had numbers free.

990

02:07:08.120 --> 02:07:28.170

Cooper City Hall: and then we were gonna install the Devon. Oh, my mic is on. Yes, and then we were going to install devices, and then we were going to do traffic counts after the devices were installed, to show if the devices were actually making a difference. I think the la! We had a couple of locations that we said location is not the issue. I think the issue is

991

02:07:28.190 --> 02:07:30.110

Cooper City Hall: the word devices, and I don't think

992

02:07:30.130 --> 02:07:49.919

Cooper City Hall: the devices were chosen as to which one to be used. So Tom put in the study for those locations to be included in this traffic study not separate.

993

02:07:50.110 --> 02:08:01.890

Cooper City Hall: So the traffic, the the streets that you guys are. You're talking about the 5. But 5 streets, 50 s 106 stone bridge. Those streets. Tom had those put in the traffic study

994

02:08:01.970 --> 02:08:03.699

Cooper City Hall: as part of the package

995

02:08:04.310 --> 02:08:10.219

Cooper City Hall: after the fact, but we didn't say to wait for the study. We said we wanted to go ahead, come back with

996

02:08:10.550 --> 02:08:22.630

Cooper City Hall: some things that we go ahead and put out now like that was undisputed and we wasn't. We were not waiting for a study. It was like that was all that. He put that all in the same traffic study. Doesn't. That doesn't make any sense. What did what is in the let's pull it.

997

02:08:22.930 --> 02:08:28.529

Cooper City Hall: Let's pull up the actual track. The the rfp. Or the Rf. Q. For the traffic says, what study, what?

998

02:08:28.640 --> 02:08:41.879

Cooper City Hall: Where we need we? We said, these locations. We know we got Brett, whatever his name is, on 50 s layer who emails me once a week rightfully. So want to know when they're gonna go ahead and install. We're studying whether we're gonna install it. They're gonna lose their mind.

999

02:08:42.700 --> 02:08:45.280

Cooper City Hall: We had. We had several locations that were

1000

02:08:45.440 --> 02:08:57.889

Cooper City Hall: that we're not even the locations, and you aren't here. So I'm not. And you and I are have had this conversation. So I know he knows he wants a year of the meeting, right? But yeah, but I mean, he also knows, because we've had a con. We've had multiple conversations.

1001

02:08:57.930 --> 02:09:03.799

Cooper City Hall: not even triggered by Brett, just because I'm annoyed. And but the the chief.

1002

02:09:04.440 --> 02:09:06.630

Cooper City Hall: without any prompting.

1003

02:09:06.780 --> 02:09:16.550

Cooper City Hall: I had asked him, what streets do you think are the worst? What streets would be your test cases, and on his own?

1004

02:09:17.360 --> 02:09:18.860

Cooper City Hall: Our chief.

1005

02:09:18.960 --> 02:09:27.700

Cooper City Hall: Gabe? I believe it was 6 or 7 streets during the traffic study. And he said, These are the the streets that we should start with.

1006

02:09:28.510 --> 02:09:32.760

Cooper City Hall: And we everyone up here was unanimous in saying, Yup.

1007

02:09:32.960 --> 02:09:43.940

Cooper City Hall: rumble strips. Yeah, we're gonna start a rumble strip. Well, but rumble strips are not necessarily indicative of what's perfect. That was what I made my little thing, though, that everybody laughed at.

1008

02:09:44.240 --> 02:09:47.910

Cooper City Hall: I guess we know these locations need.

1009

02:09:48.140 --> 02:09:55.040

Cooper City Hall: Now, what we need to know is what device you can put in there. So right, that's what they're gonna come back with and tell us, okay.

1010

02:09:55.340 --> 02:09:59.559

Cooper City Hall: tell us the type of device

1011

02:09:59.590 --> 02:10:17.709

Cooper City Hall: every street is going to be different. Every street is configured differently, because I know. We talked about the various, the rumble strips we had talked about, the speed tables, the tables. We had talked about, a number of different devices, but I, to my knowledge, I don't think that we had settled on any one.

1012

02:10:17.820 --> 02:10:22.770

Cooper City Hall: any but any one particular device. Oh, we! I thought we told them to come back with

1013

02:10:22.970 --> 02:10:27.979

Cooper City Hall: recommendations. You guys, you're the professionals come back for these small locations.

1014

02:10:28.580 --> 02:10:34.260

Cooper City Hall: and apparently in 30 days it could be not saying, No.

1015

02:10:34.380 --> 02:10:35.679

Cooper City Hall: I agree with that.

1016

02:10:36.540 --> 02:10:39.859

Cooper City Hall: That was like one of our first people. It was. It's a year.

1017

02:10:40.320 --> 02:10:45.130

Cooper City Hall: I'm not yelling. I'm not yelling so much.

1018

02:10:46.430 --> 02:10:49.040

Cooper City Hall: Speaking to it. Passionate.

1019

02:10:50.000 --> 02:10:59.249

Cooper City Hall: I think we've made the point I was. Gonna say, III think at this point, December twelfth is about your best man.

1020

02:10:59.280 --> 02:11:01.990

Cooper City Hall: So we're going backwards. No, we're gonna wait

1021

02:11:02.410 --> 02:11:13.360

Cooper City Hall: for the report. Hopefully, the report is conducive to answering our questions. I don't know. I haven't read it. I haven't seen. It is. Is this report going to tell us

1022

02:11:13.450 --> 02:11:15.960

Cooper City Hall: the type of device to install on those

1023

02:11:16.090 --> 02:11:22.750

Cooper City Hall: 6 locations? I assume that it is going to come back with recommendations. On what devices for those 6 locations

1024

02:11:22.930 --> 02:11:28.760

Cooper City Hall: for the city, too, there is like. I forget how many locations they did.

1025

02:11:28.960 --> 02:11:33.230

Cooper City Hall: It was like 60 60, some locations. Yeah, and the cost of it.

1026

02:11:33.770 --> 02:11:36.649

Cooper City Hall: I think it was roughly 135,000.

1027

02:11:36.710 --> 02:11:38.099

Cooper City Hall: Not for the study of Limited

1028

02:11:38.660 --> 02:11:42.230

Cooper City Hall: right? Oh, I don't know. That's all gonna be part. We need that.

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02:11:44.160 --> 02:11:47.469

Cooper City Hall: Yeah. We don't know what how much the devices are gonna cost yet

1030

02:11:47.930 --> 02:11:50.409

Cooper City Hall: until they tell us what we're gonna go with now

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02:11:51.410 --> 02:12:01.329

Cooper City Hall: appreciate it. Any other questions on this issue, on the rest of the traffic, bombing things. What's going on with the those Sterling road, Mbo project.

1032

02:12:03.260 --> 02:12:13.170

Cooper City Hall: Was that a syntax? One, or which one is that I'm the Mpr. Rep. Haha! And the Stirling Road is moving forward. Tim is there?

1033

02:12:13.210 --> 02:12:16.899

Cooper City Hall: Well, Tim, Tim knows. But it's in design. Yeah.

1034

02:12:17.320 --> 02:12:25.410

Cooper City Hall: it's being so. Somebody's engineering the plans for Stirling Road. And what's the timetable on that?

1035

02:12:25.650 --> 02:12:33.569

Cooper City Hall: I think we just received them, and we're getting ready to set up a meeting. They came up with 3 diagrams, 3 different scenarios. We see them

1036

02:12:34.660 --> 02:12:38.220

Cooper City Hall: I don't have. I could probably make a phone call tomorrow. Yeah.

1037

02:12:38.480 --> 02:12:42.900

Cooper City Hall: I will. City man. I'll forward them to the city manager.

1038

02:12:43.690 --> 02:12:45.710

Cooper City Hall: Yeah, I mean, and then

1039

02:12:45.820 --> 02:12:53.860

Cooper City Hall: we're gonna then what do we have to do like? When when's the row? Gonna be Redone? We have to? We've got the money 2 more years to learn to that stage. Right?

1040

02:12:54.240 --> 02:12:57.100

Cooper City Hall: I'm not a hundred percent sure. Pretty sure we have 2 more years.

1041

02:12:59.810 --> 02:13:29.679

Cooper City Hall: sometime in 20

1042

02:13:29.790 --> 02:13:32.690

Cooper City Hall: schedule of events for lack of a good award. Thank you. But

1043

02:13:33.050 --> 02:13:35.960

Cooper City Hall: no, not priority. There's A every.

1044

02:13:36.280 --> 02:13:40.890

Cooper City Hall: What A BC. There's like a checklist, is it fully funded by?

1045

02:13:41.540 --> 02:13:49.130

Cooper City Hall: We have to pay. That's part of the design, the construction that's going to be part of the design. They're gonna come back with the cost estimate.

1046

02:13:49.310 --> 02:13:51.080

Cooper City Hall: No. But have they agreed to pay for it.

1047

02:13:52.320 --> 02:14:01.419

Cooper City Hall: Yes, they've yeah like they sometimes they proved just the design. No, they approved everything. It's all wanted. It's all one package design, and the and the resurfacing.

1048

02:14:01.510 --> 02:14:03.269

Cooper City Hall: They moved everything into one

1049

02:14:03.480 --> 02:14:09.990

Cooper City Hall: because they want us to resurface at the beginning. And we said, We're not gonna resurface it and rip it back up. So they held off on the money

1050

02:14:10.100 --> 02:14:18.340

Cooper City Hall: and put it all together. Now, yeah, that makes sense. And then what about Sterling Road, roundabout, where we had on that hiatus road. Yeah.

1051

02:14:19.560 --> 02:14:31.809

Cooper City Hall: we have a proposal from Cordino Group that will be coming before the Commission at our December meeting for review of that proposal for services for the design phase of of that project.

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02:14:32.310 --> 02:14:33.360

proposal

1053

02:14:34.160 --> 02:14:35.040

Cooper City Hall: or

1054

02:14:35.450 --> 02:14:44.439

Cooper City Hall: engagement design correct and and related matters related to the I know that that has some issues because of the

1055

02:14:47.670 --> 02:14:50.210

Cooper City Hall: that was a little more complicated.

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02:14:50.220 --> 02:14:54.370

Cooper City Hall: Yeah, they're on the other side of the street. And because of the roundabout.

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02:14:55.030 --> 02:14:58.929

Cooper City Hall: there's like 2 on the other side of the street right there. Okay,

1058

02:14:59.180 --> 02:15:04.190

Cooper City Hall: so. And we got that. We got money from the State management to use it by certain time. Right?

1059

02:15:04.820 --> 02:15:16.620

Cooper City Hall: That is correct. So when we're gonna we're gonna have, we're gonna engage them to design. How long is it take to design? When are we gonna see something, Phil? See something built for? What? Anything? A road, a rumble strip a

1060

02:15:16.640 --> 02:15:21.969

Cooper City Hall: round about. When are we gonna see something built? We buy, we spend a lot of money on design. But

1061

02:15:23.890 --> 02:15:24.760

Cooper City Hall: hmm.

1062

02:15:24.920 --> 02:15:41.620

Cooper City Hall: yeah, and that's scheduled for that. Yeah. And that's that's an item that we're working on. I mean that funding was awarded in the summertime, and so obviously working through the design phases. The next step of that which bring along as well a timeline related to that and the cost estimates as well.

1063

02:15:41.750 --> 02:15:42.630

Cooper City Hall: Summer.

1064

02:15:44.780 --> 02:15:49.009

Cooper City Hall: the governor signed

1065

02:15:49.230 --> 02:15:50.650

knew about it for a while.

1066

02:15:51.500 --> 02:15:54.449

Cooper City Hall: because we're going to get it funded another way, and we just got lucky for state

1067

02:15:55.210 --> 02:15:59.590

Cooper City Hall: which is, they didn't fund it all. They only funded a porsche.

1068

02:16:00.370 --> 02:16:05.309

Cooper City Hall: Alright! What about Pine Island? Oh, we can't forget about that one pine island.

1069

02:16:05.860 --> 02:16:16.089

Cooper City Hall: Yeah, we were working with the county. Oh, the the county has it. They're waiting for our traffic study to come back. I'm sorry they're waiting what they're waiting for our traffic study to come back to

1070

02:16:16.360 --> 02:16:17.810

the one that's gonna be right

1071

02:16:19.720 --> 02:16:21.269

Cooper City Hall: so that we can turn the

1072

02:16:21.510 --> 02:16:42.440

Cooper City Hall: well. The plans we all we gotta do is get on, Monterre about that. They're they're responsible for trimming all the hedges, but I believe there was some sort of, and they're working with the they're working with Broward County right now to redo all the landscaping out there because Broward County design the landscaping out there. So they're working with their landscape designs to redo the landscaping out there.

1073

02:16:42.500 --> 02:16:46.190

Cooper City Hall: I mean to reduce hedges and stuff. We asked winter to

1074

02:16:46.440 --> 02:16:50.590

Cooper City Hall: yeah. Time. Von. No, no, it's more than that. I know, Captain, can you give us an update on that?

1075

02:16:51.430 --> 02:17:05.300

Cooper City Hall: Because it was more than that, it wasn't a matter of just sighting them or something. It was no yeah, the landscape that we're working with Broward county landscaping. But in the meantime, but it was more involved because Mr. Alvarez called me, and there was like a whole lot of involvement he was telling me about.

1076

02:17:06.320 --> 02:17:24.180

Cooper City Hall: Didn't you guys try to cite? We did. We actually had a case open on them. And then the through additional research, it was determined that the county would actually have to. They would have to submit a revised Site plan or landscape architectural plan for that Median

1077

02:17:24.230 --> 02:17:45.430

Cooper City Hall: be approved by the county before any changes could be made. I can send the manager an email on that tomorrow, with the last historical context that we had on that conversation from the county, they got to put in a revised thing to have smaller bushes.

1078

02:17:47.219 --> 02:17:51.200

Cooper City Hall: I know he met with Richard Trenice last month.

1079

02:17:51.450 --> 02:17:55.750

Cooper City Hall: and their landscape Montera has.

1080

02:17:56.990 --> 02:17:58.250

Cooper City Hall: and we

1081

02:17:58.650 --> 02:18:05.129

Cooper City Hall: insert ourselves into that premise of contacting Downey. And

1082

02:18:05.290 --> 02:18:08.909

Cooper City Hall: yeah, reminding them that December twelfth seems to be the

1083

02:18:09.120 --> 02:18:16.910

Cooper City Hall: date of concern. We would like it to be completed. At least, the proposed revised proposal.

1084

02:18:16.969 --> 02:18:21.140

Cooper City Hall: I'll email Richard, Richard.

1085

02:18:21.530 --> 02:18:23.240

Cooper City Hall: Thank you. Oh.

1086

02:18:23.920 --> 02:18:43.880

Cooper City Hall: anything further. That's it. All right. Thank you. Tim. Update on the conditions of the Cooper City Fire Station. I'll ask city manager who may ask the chief. Sure, Chief and Tim don't go very far, but if you want to give a your night tonight, so close, Tim, so close to escaping

1087

02:18:48.400 --> 02:18:52.569

Cooper City Hall: morning. Mr. Mayor. Good evening, Mr. Mayor and Commissioners.

1088

02:18:53.490 --> 02:18:59.249

Cooper City Hall: we've developed a plan of action with the directors and city manager.

1089

02:18:59.280 --> 02:19:05.510

Cooper City Hall: We have a short-term midterm and long-term goals here. The short-term

1090

02:19:05.580 --> 02:19:11.880

Cooper City Hall: is what is taking place already. We've increased the thermostats inside the station

1091

02:19:12.040 --> 02:19:20.859

Cooper City Hall: and public works is putting a dehumidifier in the plenum. and that's going to cut down on the moisture that's in the attic space.

1092

02:19:22.120 --> 02:19:29.360

Cooper City Hall: Our mid-range goal is to remove the saturated insulation that's around the ductwork up in the attic space

1093

02:19:29.500 --> 02:19:33.009

Cooper City Hall: and replace that with dry insulation.

1094

02:19:33.480 --> 02:19:39.500

Cooper City Hall: And then the long-term goal. I'll be with the city manager on that, and that'll be looking at

1095

02:19:39.760 --> 02:19:42.300

Cooper City Hall: refurbing the station or

1096

02:19:42.330 --> 02:19:47.490

Cooper City Hall: creating, you know, a new station or something, whatever the Commission deems appropriate.

1097

02:19:48.440 --> 02:19:52.549

Cooper City Hall: So those are our 3 stages, and we're we're in stage one right now.

1098

02:19:53.110 --> 02:19:58.089

Cooper City Hall: and unfortunately, with all the rain tonight, we also have roof leak.

1099

02:19:58.280 --> 02:20:03.170

Cooper City Hall: So that's being addressed tonight as we speak. When was our roof last prepared?

1100

02:20:05.950 --> 02:20:09.669

Cooper City Hall: I don't know. Off top mad, but not exit under warranty. Yes.

1101

02:20:10.730 --> 02:20:26.050

Cooper City Hall: yeah. And actually the roof leak is on top. It's where the parapet is and the fencing is. They found that tonight so small little trip that's coming in. They told me I went by the other night. They told me it like 4 is in there. I had just had 2 guys there tonight, and it wasn't pouring it.

1102

02:20:26.570 --> 02:20:30.010

Cooper City Hall: and that that's why I asked for the update like.

1103

02:20:30.430 --> 02:20:44.979

Cooper City Hall: where? Where was? What's the location you're talking about? Because the kitchen, if it's in the day room? Well, if it's in the day room. That's from the A/C unit, because insulation is saturated because they were keeping the A/C. At 65 degrees.

1104

02:20:45.560 --> 02:20:47.880

Cooper City Hall: At what? 65

1105

02:20:48.230 --> 02:21:04.369

Cooper City Hall: chief. Is there any reason why I'm sorry we just worked with the Chief? The chief is, has him raised it to 70 degrees. So what kind of enforcement do we have? You need to come out and check the A/C.

1106

02:21:05.160 --> 02:21:16.649

Cooper City Hall: I'm there on a daily basis. So I go through, and I make sure the thermostats stay at 70, and I've posted signs on each thermostat that is not to be touched and dropped below 70 degrees.

1107

02:21:16.690 --> 02:21:19.040

Cooper City Hall: How do you check that at night when you're not there.

1108

02:21:19.950 --> 02:21:28.659

Cooper City Hall: Well, I don't think I don't think that they're going to go ahead and drop it, because if they did, when I came in in the morning I should be able to tell that one.

1109

02:21:28.720 --> 02:21:34.300

Cooper City Hall: They either did. They raised it back up or they didn't, but the temperature would be different in the station itself.

1110

02:21:34.600 --> 02:21:42.070

Cooper City Hall: Is there any way to me to put a control of guard, if you will, on that, so that it cannot go below 70

1111

02:21:42.270 --> 02:21:46.550

Cooper City Hall: Mayor Ross, may I ask a question? Yeah, I just did right after me.

1112

02:21:49.150 --> 02:21:56.890

Cooper City Hall: Wonderful. Thank you. Yeah. We're looking into that you are looking at. Thank you because I need it known

1113

02:21:57.030 --> 02:22:10.360

Cooper City Hall: that while Bso pays monthly for the electorate. we ultimately get the bill at the end of the year, it's in our consideration. So why, it's been kept at 65 degrees

1114

02:22:10.470 --> 02:22:19.620

Cooper City Hall: is beyond me. I'd love an explanation. Do you have any equipment there that requires 65 degrees, and I asked them. They said, the germs down at the hospital.

1115

02:22:19.870 --> 02:22:23.019

Cooper City Hall: Okay. Gotta say about me.

1116

02:22:25.120 --> 02:22:35.679

Cooper City Hall: What the thermoset is set at is not what the actual room temperature is, there is a difference. We the the it was not getting down to 65 degrees in the room itself.

1117

02:22:36.690 --> 02:22:44.949

Cooper City Hall: so as far as I know what was the temperature? About 1668, 69 in the room itself.

1118

02:22:48.400 --> 02:22:56.219

Cooper City Hall: So the reason I put this on the agenda

1119

02:22:56.780 --> 02:22:58.880

Cooper City Hall: so just, you know.

1120

02:22:59.420 --> 02:23:02.110

Cooper City Hall: I would imagine that there's a logical

1121

02:23:02.300 --> 02:23:08.429

Cooper City Hall: explanation as to why they're dropping it to 65. They they they're they cook in there also, right?

1122

02:23:08.590 --> 02:23:27.570

Cooper City Hall: There's cooking that goes on it correct. So if there's cooking going on, however, many times throughout the day that they're doing that, I would imagine that that has, as a result of that, that brings the temperature of the room up, which, when you have to turn the air down to cool it down, you have to turn it down.

1123

02:23:27.590 --> 02:23:31.950

Cooper City Hall: I don't understand while we're having a conversation about

1124

02:23:32.620 --> 02:23:39.200

Cooper City Hall: there. The A/C. Is are the A/C. Tim. Are Mister Fleming? Are the A/C funks

1125

02:23:39.250 --> 02:23:49.070

Cooper City Hall: functioning properly. Yes, they are. The problem is the humidity and the heat and the attic. The A/C units are not shutting down. They're running 24 HA day.

1126

02:23:49.350 --> 02:23:53.570

Cooper City Hall: So what's happening is the the ductwork that's in the attic is metal

1127

02:23:53.660 --> 02:24:07.890

Cooper City Hall: and it's in. It's surrounded with insulation. So on the return error. If it's set at 65 coming out of the unit, it's gonna be 30 degrees colder. So when it's going through the ductwork right, it's making the metal duct work sweat

1128

02:24:08.360 --> 02:24:18.959

Cooper City Hall: because it's not shutting down. It's too cold. And then it's saturating the the insulation around it. And now the insulation is is ruined. We have to replace the insulation. We have to pull down those

1129

02:24:19.060 --> 02:24:28.669

Cooper City Hall: and reinsulate the the duck work. So how do you keep so? How do you keep? Oh, what we're doing now is we're actually installing a dehumidifier in the attic.

1130

02:24:28.870 --> 02:24:58.810

Cooper City Hall: and we're gonna have to close up all the soffit holes, all the vents on the outside of the building that goes into the attic, so we can get all the humidity out and make sure that the A/C. The humidity is out of the attic. So it stays cooler, didn't we? Just these new A/C units? Oh, it's not the A/C. Oh, sorry, please. Department, yeah. The police department should stay cooler, and it's they're taking the humidity out. It wouldn't facilitate. They wouldn't necessitate that they turn it down. 65 correct.

1131

02:24:59.090 --> 02:25:01.099

Cooper City Hall: and not least. And the conversation

1132

02:25:01.260 --> 02:25:03.820

Cooper City Hall: right? Right building up.

1133

02:25:04.330 --> 02:25:11.269

Cooper City Hall: Thank you very much. So the reason I put this item on the agenda

1134

02:25:11.600 --> 02:25:21.429

Cooper City Hall: is because I had a mother and daughter that went to bring cookies to the fire department, and they were in the kitchen with the little girl once to give the cookies, and they were rained on.

1135

02:25:21.730 --> 02:25:24.909

Cooper City Hall: I don't know the extent of the drip, but

1136

02:25:25.720 --> 02:25:43.630

Cooper City Hall: I was in Publix, and I got yelled at because I let our heroes live in conditions like that. So, of course, I accosted the city manager because I got accosted and said what the heck is going on, and I got the explanation that you just received.

1137

02:25:44.530 --> 02:25:46.449

Cooper City Hall: But I wanted to

1138

02:25:47.100 --> 02:25:52.989

Cooper City Hall: add more to this, because, while we have issues that they are dealing with.

1139

02:25:53.090 --> 02:25:57.180

Cooper City Hall: there is a larger saying that we must contemplate

1140

02:25:58.840 --> 02:26:03.739

Cooper City Hall: is the fire department. When I when I first got elected

1141

02:26:03.750 --> 02:26:06.070

Cooper City Hall: last year we were talking about

1142

02:26:06.350 --> 02:26:15.209

Cooper City Hall: bunks and sleeping arrangements and getting grants. Well, it's been a year now, and we still don't have grants.

1143

02:26:15.330 --> 02:26:26.120

Cooper City Hall: and we still have the same sleeping arrangements. And that's not right for those firefighters. So we have that, and I'm not blaming. I'm not casting blame. I'm just stating facts.

1144

02:26:26.280 --> 02:26:30.210

Cooper City Hall: So that's not right for those firefighters. So we still have

1145

02:26:30.220 --> 02:26:34.770

Cooper City Hall: that issue. We have a fire station that is now having

1146

02:26:35.130 --> 02:26:36.930

Cooper City Hall: duck sweat.

1147

02:26:37.080 --> 02:26:38.370

Cooper City Hall: What have you?

1148

02:26:39.550 --> 02:26:45.289

Cooper City Hall: Is the fire station? While we are going to analyze? If it is cost effective?

1149

02:26:45.500 --> 02:26:48.390

Cooper City Hall: We also have. We have gone over

1150

02:26:48.970 --> 02:26:52.669

Cooper City Hall: on so for several years in the past

1151

02:26:53.420 --> 02:27:02.220

Cooper City Hall: response times. So we have a little piece of property in Monterrea, and we were talking about years ago.

1152

02:27:02.590 --> 02:27:05.729

Cooper City Hall: potentially putting up like a cookie cutter

1153

02:27:06.140 --> 02:27:14.140

Cooper City Hall: tiny little substation. and putting like like a hybrid.

1154

02:27:14.510 --> 02:27:20.870

Cooper City Hall: One little piece of equipment there. that way that would service east

1155

02:27:21.460 --> 02:27:26.469

Cooper City Hall: then, where the old jail used to be in Rock Creek.

1156

02:27:29.310 --> 02:27:32.199

Cooper City Hall: Well, Police station all the evidence buildings over

1157

02:27:32.220 --> 02:27:47.659

Cooper City Hall: right where now there's like a shed there storage area. If we were to put up another little cookie cutter prefab right there. That would service West. So we would have

1158

02:27:48.630 --> 02:27:51.960

Cooper City Hall: 3 places West Central.

1159

02:27:52.250 --> 02:28:01.819

Cooper City Hall: so don't give me a look at fire stations. No, I'm just saying these are all alternatives that need to be looked at while we are looking at

1160

02:28:02.500 --> 02:28:04.040

Cooper City Hall: refab

1161

02:28:04.480 --> 02:28:21.180

Cooper City Hall: redoing, or what have you? Because again, we're looking at Grants, or we're not looking at grants because nothing's been done. And if you look at the items that I'm putting on here that I put on this agenda. There's a pattern

1162

02:28:21.660 --> 02:28:28.619

Cooper City Hall: we've had a year of nothing being done. We had a dog park. We're still waiting on.

1163

02:28:28.910 --> 02:28:33.860

Cooper City Hall: Dogs have dogs have passed away waiting to frolic.

1164

02:28:34.370 --> 02:28:46.689

Cooper City Hall: We have traffic calming devices that have been waiting for a year. and now I have when first meeting I. And again I'm I'm I mean, no disrespect in any way, shape or form.

1165

02:28:47.760 --> 02:28:49.560

Cooper City Hall: The first meeting I had

1166

02:28:49.640 --> 02:28:52.280

Cooper City Hall: with the chief. We were going over

1167

02:28:52.560 --> 02:28:54.130

Cooper City Hall: sleeping condition.

1168

02:28:55.570 --> 02:28:58.099

Cooper City Hall: You and I have been elected a year.

1169

02:28:59.360 --> 02:29:03.910

Cooper City Hall: so this is not acceptable.

1170

02:29:05.640 --> 02:29:07.150

Cooper City Hall: These people

1171

02:29:07.290 --> 02:29:11.360

Cooper City Hall: risk their lives every single day.

1172

02:29:13.220 --> 02:29:15.600

Cooper City Hall: but yet therein conditions

1173

02:29:16.600 --> 02:29:21.250

Cooper City Hall: that are not proper, and nothing is being done a year.

1174

02:29:22.300 --> 02:29:26.079

Cooper City Hall: So now that onus is on me because I've been here a year.

1175

02:29:27.040 --> 02:29:35.850

Cooper City Hall: The fact that I have traffic calming devices that are not on my roads a year not happening anymore. I'm done

1176

02:29:38.580 --> 02:29:52.370

Cooper City Hall: so if we're going to. I understand. I love the fact that you're fixing. I appreciate that. I'm sure the the firefighters and the mother and daughter with the cookies the next time they go in. They won't have drips on their head, they appreciate it.

1177

02:29:52.920 --> 02:29:59.270

Cooper City Hall: But moving forward, we need to actually apply for these grants. If we're going to get them.

1178

02:29:59.310 --> 02:30:04.809

Cooper City Hall: We need to do whatever we're going to do with the sleeping situation needs to actually get done.

1179

02:30:06.350 --> 02:30:10.669

Cooper City Hall: And I. And we're and if we're going to move forward, and we're going to invest money.

1180

02:30:11.970 --> 02:30:16.499

Cooper City Hall: We need to. Then figure out, are we going to to go to to 2 stations?

1181

02:30:16.680 --> 02:30:28.229

Cooper City Hall: What are we going to do so that we have the best service available to our residents. and that is a study that we're going to do, and that is what I would like to see.

1182

02:30:28.300 --> 02:30:34.159

Cooper City Hall: I honestly have absolutely no idea. It's beyond my expertise. We have people that do that.

1183

02:30:35.450 --> 02:30:40.040

Cooper City Hall: The Esl has people that and that are gonna know what's best. So I can tell you. This

1184

02:30:41.930 --> 02:30:42.730

Cooper City Hall: proposed

1185

02:30:42.950 --> 02:30:45.289

Cooper City Hall: was by staff in this budget.

1186

02:30:45.670 --> 02:30:50.290

not this extinguished the slab fire truck.

1187

02:30:51.800 --> 02:30:54.559

Cooper City Hall: What the Commission said was no

1188

02:30:55.080 --> 02:30:59.770

Cooper City Hall: probably need to redo the buildings from 1990

1189

02:31:00.410 --> 02:31:08.919

Cooper City Hall: we got it for free, and the long-term stuff are not sufficient. So we budgeted that money, and it was like $50,000. Do that. So the question is.

1190

02:31:08.950 --> 02:31:14.660

Cooper City Hall: now you're talking about extra stations. A different question. But what we actually budgeted to look at design of the building

1191

02:31:15.580 --> 02:31:18.390

Cooper City Hall: at wind, and we put out an Rsu

1192

02:31:18.840 --> 02:31:21.989

Cooper City Hall: to have some type of professional draws, pictures.

1193

02:31:22.140 --> 02:31:23.750

Cooper City Hall: little shapes

1194

02:31:23.840 --> 02:31:25.119

Cooper City Hall: tell us

1195

02:31:25.580 --> 02:31:27.459

Cooper City Hall: what is the best.

1196

02:31:28.120 --> 02:31:40.659

Cooper City Hall: What our options are. Do you knock it down and build a new one? You add a wing on it, they take the little shapes they look at the, you know, ingress, egress where they could add, where their electric is. Somebody does that for loop.

1197

02:31:41.370 --> 02:31:45.310

Cooper City Hall: Who does it? When can we get the rf. You out to do it.

1198

02:31:45.570 --> 02:31:57.400

Cooper City Hall: And what can we start? And in addition to that, when it comes to the prior sheriff's office right in the contract they do the grants they apply for if they don't tell us

1199

02:31:57.520 --> 02:31:58.970

Cooper City Hall: what they need.

1200

02:31:59.010 --> 02:32:03.249

Cooper City Hall: Now, I don't know. I've read all the Fire cheese ports. Maybe I'm missing.

1201

02:32:03.620 --> 02:32:08.609

Cooper City Hall: Maybe I did. But have you included this problem in any of the reports?

1202

02:32:10.160 --> 02:32:17.370

Cooper City Hall: I've been speaking with the city manager in regards to getting an engineering firm for consulting purposes

1203

02:32:17.560 --> 02:32:24.210

Cooper City Hall: to come and look at the station, and they need to review the blueprints and everything, and, like Commissioner Charter says.

1204

02:32:24.300 --> 02:32:27.630

Cooper City Hall: come up with some options for the city.

1205

02:32:28.890 --> 02:32:36.999

Cooper City Hall: And you know that's that's what we're in the process of doing right now. Appreciate that that you talking to the city manager. The question.

1206

02:32:37.310 --> 02:32:38.300

Cooper City Hall: however.

1207

02:32:38.490 --> 02:32:47.219

Cooper City Hall: was, did I miss it in any of your reports that you need this, that we're applying for Grant for this. This is how we suggest.

1208

02:32:47.790 --> 02:32:53.300

Cooper City Hall: Esso doesn't apply for grants for the cities, individual cities.

1209

02:32:53.370 --> 02:32:56.170

Cooper City Hall: the individual city has to apply for their own grant.

1210

02:32:56.310 --> 02:33:03.170

Cooper City Hall: Have you told us what you need, so that we can apply. But excuse me, Bso writes the grants you have the department

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02:33:03.270 --> 02:33:06.590

Cooper City Hall: BSO. Does not write the grants for individual cities.

1212

02:33:07.650 --> 02:33:09.270

Cooper City Hall: Wrong you are.

1213

02:33:10.740 --> 02:33:37.729

Cooper City Hall: Check again always has said honestly, this is the real thing to Ryan. This is in your phone, right? We've been talking about this stuff with. Remember, we got trick. That planner person that was supposed to, we thought was going to be looking over that area, the sports stuff that we thought doing that. They're looking at a Rec study. And and I thought somebody was looking at all this stuff and that. It doesn't seem like we're gonna have to now hire people to look at all this. I don't even know what that one study even is that urban

1214

02:33:37.990 --> 02:33:41.820

Cooper City Hall: person. And we're planning. Yeah, what were they for you.

1215

02:33:42.890 --> 02:33:44.680

Cooper City Hall: the landscape you're talking about the park?

1216

02:33:44.840 --> 02:33:53.880

Cooper City Hall: No member. We thought the urban person was looking at all that stuff, and it turns out, no.

1217

02:33:54.160 --> 02:33:56.639

Cooper City Hall: I know, but I was saying, is like, we're we're just

1218

02:33:56.670 --> 02:34:03.359

Cooper City Hall: talking about consultants. And then the one consultant we did actually get the landscape person that's been missing, though Castman dragged them in.

1219

02:34:03.480 --> 02:34:05.929

Cooper City Hall: So we we gotta like.

1220

02:34:06.000 --> 02:34:10.730

Cooper City Hall: and I know it's probably a a job. Maybe it's capital projects. Person.

1221

02:34:11.440 --> 02:34:15.790

Cooper City Hall: whoever the hell that is, whoever the heck that is, we need to get them like on board, because.

1222

02:34:16.410 --> 02:34:20.679

Cooper City Hall: you know, this is I mean we can't. If he, if the chief

1223

02:34:20.790 --> 02:34:38.780

Cooper City Hall: mayor, the chief would have said in this report, he needs a new 4 story building. You would have lost your mind. Start putting that in your report. You know you need king size beds, each one, you know, but I mean that infrastructure we haven't looked. We've thought we've talked about it. II know you're busy, like kind of fill spots and stuff, but we gotta up the

1224

02:34:38.850 --> 02:34:48.640

Cooper City Hall: the game, cause I'm getting enough up. And and here's what I'd say. You know I'm totally supportive of the initiatives of the Commission, I'll also say, and I say this to my staff as well.

1225

02:34:48.860 --> 02:34:57.259

Cooper City Hall: You know, Patrick Glenchoni once said, if everything's important, nothing is. And so I think there's an opportunity for us to try and refocus on.

1226

02:34:57.580 --> 02:35:07.119

Cooper City Hall: What are those things? And certainly we've talked about a good amount of them today. Obviously, we've been going through a transition with on the public Works end.

1227

02:35:07.160 --> 02:35:10.690

Cooper City Hall: you know, a lot of the projects we talked about are public works related.

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02:35:10.770 --> 02:35:14.350

Cooper City Hall: you know. Certainly from a facility standpoint.

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02:35:14.510 --> 02:35:21.310

Cooper City Hall: you know the fire station and other facilities, including this one. You know what are the long-term strategies for those.

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02:35:21.440 --> 02:35:40.909

Cooper City Hall: We we don't have a 5 year capital plan that looks at different dynamics for each of our areas of cost. And there, you know, the good news is we don't have any debt in the city. The bad news is, we don't have any debt in the city, as it relates to our facilities. And so I wish I don't disagree with you at all. And

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02:35:40.950 --> 02:35:42.630

Cooper City Hall: you know I also

1232

02:35:42.840 --> 02:35:51.520

Cooper City Hall: understand that putting a few of those pieces on the board are an important step. It's also looking at

1233

02:35:52.120 --> 02:36:06.479

Cooper City Hall: as the manager. If you go to every department, every department will have a laundry list of facility needs and different needs like that. That's part of where the strategic guidance from the board at a high level becomes important, and you'll see, as we work through

1234

02:36:06.540 --> 02:36:17.059

Cooper City Hall: this upcoming budget year, that the strategic piece of what are those 8 to 10 priorities that the Commission really wants us to focus on for that budget year

1235

02:36:17.100 --> 02:36:32.420

Cooper City Hall: help to guide the ship as well related to those things that we need to focus on it. There's no doubt you guys have. I can sense the frustration understandably. So, of some of those items that you talked about a year ago. The traffic calming item, the landscape beautification.

1236

02:36:32.590 --> 02:36:37.020

Cooper City Hall: monument signs we've been talking about for full 3 years.

1237

02:36:38.700 --> 02:36:39.840

Cooper City Hall: I don't know where that went.

1238

02:36:40.200 --> 02:37:00.690

Cooper City Hall: Oh, that's the landscape. Yeah. And so I mean, I I'm I'm supportive of. Continue to work diligently with with you all and the staff to see that those projects are done. I also think there's an opportunity for gathering, and certainly the New Year is almost upon us, the new New Calendar year. And and looking at that strategic piece of

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02:37:00.750 --> 02:37:03.839

Cooper City Hall: you know, those priority areas and

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02:37:04.050 --> 02:37:15.870

Cooper City Hall: in those areas that are of the utmost importance. Certainly I have been taking diligent notes from this evening on some of those items we need to follow up on. But big Picture, you know we're talking about.

1241

02:37:15.900 --> 02:37:30.990

Cooper City Hall: You know the fire, the fire station, and you know you could easily talk about our other facilities, the parks and Rec, as we talked about before, and the and the master plan, and the facility upgrades that are needed at the parks as well. So it's, you know it's across the board. But part of my job is to

1242

02:37:31.170 --> 02:37:39.540

Cooper City Hall: get us to a point where you're also to look at the whole picture of the city facilities and our city needs, and not just

1243

02:37:39.600 --> 02:37:49.329

Cooper City Hall: piece by piece to look at. Oh, the fire station needs this, but we're anecdotally doing that because we don't have all that stuff brought at one time. Yes, sir, what date can we get that?

1244

02:37:49.690 --> 02:38:01.709

Cooper City Hall: He's gonna look at everything. What is that? Is that really fair to do that? I mean, I think so. There's there's several break offs that Commissioner tried to do your point. I mean. The

1245

02:38:02.220 --> 02:38:16.869

Cooper City Hall: the driving force to that related to facilities and upgrades is definitely the 5 Year capital plan we didn't have one last year. We are as I shared before. We're working towards that for for this next budget year. That doesn't mean between now

1246

02:38:16.920 --> 02:38:26.430

Cooper City Hall: and our next budget cycle that we just sit and twiddle our thumbs and say, we've got nothing to do right? I mean, there are obviously priorities that are out there.

1247

02:38:26.730 --> 02:38:50.830

Cooper City Hall: that are that are going to take a lot of our time. And and frankly, you know, one of the items later on. The agenda is looking towards. You know, appointment of a a permanent public works. Director. You know Tim's been graciously filling in 2 different roles, you know, but I'm excited for that opportunity to bring in someone who can really help to advance at least the public works projects that we've talked about this evening.

1248

02:38:50.870 --> 02:38:55.020

Cooper City Hall: Commissioner Schroder, back to your original question, though, for example.

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02:38:55.310 --> 02:39:19.169

Cooper City Hall: the replacement of the fire department station, or the long term plan for the fire department station, the first phase of a 5 year capital plan. You would see to your point the first year $200,000 for design, and, you know, renderings and options related to what we're doing with that building, and then maybe year, 2 or year, 3 or year, 2 and 3, you would see. Setting aside.

1250

02:39:19.170 --> 02:39:34.029

Cooper City Hall: you know, 4 million dollars each year of those 2 years towards the actual construction of that. And obviously how we fund that is, you know, you can use reserves. You can borrow money, you can, you know, raise fees or taxes.

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02:39:34.110 --> 02:39:36.020

Cooper City Hall: but those all.

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02:39:36.070 --> 02:39:42.720

Cooper City Hall: Why lay into that overall piece right? And so like. For example, the chief has also talked about the additional rescue truck

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02:39:42.860 --> 02:39:50.609

Cooper City Hall: right? That goes on the 5 Year capital plan. But you all may say as policymakers that we're not as interested in the

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02:39:51.020 --> 02:39:52.010

Cooper City Hall: The

1255

02:39:52.310 --> 02:40:13.430

Cooper City Hall: rescue at this point, we really want to focus on the building and making those renovations. And so and and and the meanwhile we might say, Hey, what is the status of this building, and you all want to do anything with this building or not do anything with this building or the police station? Or do we want to look at a combined building, and so that capital budget then sets to to your point

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02:40:13.530 --> 02:40:18.950

Cooper City Hall: the ability and the funds to look at the big picture, but also then to get moving on

1257

02:40:19.420 --> 02:40:37.370

Cooper City Hall: the facility assessment of of the design of you know, what do we? What does Commission want us to focus on, because we've got a lot of different priorities out there. Certainly the ones that you've already funded and already have said to move forward on those are the immediate priority until we have that 5 Year capital plan done.

1258

02:40:37.380 --> 02:40:57.529

Cooper City Hall: So you know some of those items we talked about this evening, and frankly, the person hopefully that the Commission will act on. You know those tasks are, gonna be front and center to bring those through. Not only on the study side, take the landscape beautification to your point, Commissioner. I recognize that's been out there a year. Once we get the study. That that's like

1259

02:40:57.590 --> 02:41:06.859

Cooper City Hall: the real battle is. Once we have the study. How do we move forward with Implementation Commission has graciously set aside funds for it. But it's to the point to your comment of

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02:41:06.970 --> 02:41:12.199

Cooper City Hall: getting things related to that done, and not just of the study things.

1261

02:41:12.490 --> 02:41:14.850

Cooper City Hall: Question question

1262

02:41:15.070 --> 02:41:17.200

Cooper City Hall: since there's a

1263

02:41:17.380 --> 02:41:24.979

Cooper City Hall: difference of opinion over who would write, apply, ask for whatever, and

1264

02:41:24.990 --> 02:41:29.870

Cooper City Hall: you have it. I do vso contract between the city and the State

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02:41:30.090 --> 02:41:36.369

Cooper City Hall: States as follows, and I ask you to tentatively listen to the end portion.

1266

02:41:36.900 --> 02:41:38.430

Cooper City Hall: V. So Xiao

1267

02:41:38.590 --> 02:41:50.570

Cooper City Hall: cooperate with the city, and to the extent allowable by law, act as a fire and emergency medical agent on behalf of the city in the continued application, maintenance, and accounting

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02:41:50.580 --> 02:41:54.100

Cooper City Hall: of grants and entitlements. Here it comes.

1269

02:41:54.400 --> 02:42:01.410

Cooper City Hall: as well as aggressively pursuing additional Grant program funds as they become available.

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02:42:02.520 --> 02:42:03.469

Cooper City Hall: That's you.

1271

02:42:03.870 --> 02:42:06.120

Cooper City Hall: What? What brands

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02:42:06.130 --> 02:42:14.680

Cooper City Hall: have we received in the past? And you're here 2 years just one and a half record. And I

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02:42:15.480 --> 02:42:24.860

Cooper City Hall: and I get it. I understand that. But it's simple. How long? How long are you here, chief? One and a half years in one and a half years? How many grants have we received?

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02:42:25.680 --> 02:42:33.009

Cooper City Hall: I haven't pursued any grants. I'm not a Grant writer, and I would have to check with

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02:42:33.050 --> 02:42:41.940

Cooper City Hall: our Grant division at the PSB. My understanding was, they will assist and review the grant once as written.

1276

02:42:42.070 --> 02:42:55.029

Cooper City Hall: that they don't personally write the grant. You guys write the Grants. Trust me when I say this, and in doing so we now are aware through your reports, but because it was asked for an update

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02:42:55.100 --> 02:43:02.970

Cooper City Hall: that you need air conditioning, you need a new flooring. You need new bunks. I need grants.

1278

02:43:03.570 --> 02:43:07.680

Cooper City Hall: are we clear? We will look into it. I'll be clear.

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02:43:08.090 --> 02:43:09.910

Cooper City Hall: Yes, sir, thank you very much.

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02:43:10.600 --> 02:43:16.360

Cooper City Hall: Thank you, chief. I appreciate moving on number 16.

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02:43:17.400 --> 02:43:25.539

Cooper City Hall: It is a motion to approve Star's Grant program and agreement and funding it, says Private Sheriff's office, Captain.

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02:43:27.450 --> 02:43:43.540

Cooper City Hall: Good evening, Mayor Commissioners, the manager staff residents that may be with us. So yes, I am putting before you today the follow up on a project. That the Commission directed myself and the manager to work on collectively together. The brief history of it

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02:43:43.540 --> 02:43:59.760

Cooper City Hall: is in June of this year the City Commission had discussed and there was consensus that direction should be given to the city manager and I to work together on a proposal or a Grant program for Ho's to connect to the real Time Crime Center.

1284

02:43:59.780 --> 02:44:16.790

Cooper City Hall: In August. I presented that to the manager. He reviewed it with me and approved it, going on the Commission agenda for September, September. That presentation was made to this Commission and the Commission and I had

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02:44:16.870 --> 02:44:35.899

Cooper City Hall: extensive dialogue on what that program would look like, and ultimately consensus was given again by the Commission, the direct manager and I to work with the city attorney's office to create an agreement, a legal agreement. Move forward with that program. This legal agreement that's come back to you and form today

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02:44:35.900 --> 02:44:57.300

Cooper City Hall: encapsulates that conversation. Each of the Directives that the City Commission had given me. I worked with the city attorney's office to make sure this agreement memorializes that, and I believe this is a representation of that conversation. So if there's any questions particularly, I can answer them. But basically I would be looking to

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02:44:57.370 --> 02:45:07.520

Cooper City Hall: have the Commission approve the agreement as presented, as well as the funding for the grant. So I can go ahead and work on rolling out this

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02:45:07.580 --> 02:45:12.659

Cooper City Hall: grant program to the community. I've got some questions, but I'll let the Commissioners go first.

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02:45:13.350 --> 02:45:24.140

Cooper City Hall: Yeah, I would. Ii know we ad libbed 150,000 which is how you came up with your 50,000

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02:45:24.320 --> 02:45:28.679

Cooper City Hall: maximum amount, but I really think we should

1291

02:45:29.030 --> 02:45:32.489

Cooper City Hall: either make an exception or expand it because

1292

02:45:32.750 --> 02:45:37.369

Cooper City Hall: Brock Creek is really multiple communities within that.

1293

02:45:37.590 --> 02:45:44.879

Cooper City Hall: And we're lumping them in as a single one. And they have their city streets and city facilities in there.

1294

02:45:44.930 --> 02:45:47.330

Cooper City Hall: and they're one of the largest hit

1295

02:45:47.670 --> 02:45:52.839

Cooper City Hall: neighborhoods because of their all. You know the where they're located.

1296

02:45:52.900 --> 02:46:04.710

Cooper City Hall: We put the Charter School over there. We have the full tennis center, and it's it's a loop. So you know they come in and and the burglars come, you know, get hit are edit. So I really

1297

02:46:05.090 --> 02:46:09.040

Cooper City Hall: believe we should be funding a larger portion of it. We have our own facilities in there.

1298

02:46:09.370 --> 02:46:14.830

Cooper City Hall: We just talked to. Melosie wants to put a prison over there, or something a fire station.

1299

02:46:15.360 --> 02:46:24.670

Cooper City Hall: something like that. Yeah, fire station or something like that. But you know this is, and it is used by a lot of Non Rock Creek

1300

02:46:25.130 --> 02:46:28.529

Cooper City Hall: members, and I don't live in Rock Creek. My neighborhood is fully secured.

1301

02:46:28.680 --> 02:46:37.180

Cooper City Hall: you know, with Lprs at the cost of the city, because we don't have an association. So you know that your big neighborhoods are what Rock Creek

1302

02:46:37.250 --> 02:46:40.649

Cooper City Hall: Embassy Lakes, Montera Mill gardens, and

1303

02:46:41.710 --> 02:46:45.610

Cooper City Hall: I think those are the biggest ones. Montaigne's government

1304

02:46:46.220 --> 02:46:51.189

Cooper City Hall: Mbc. Likes private, and I think they're. You know they have cameras or something with our gates.

1305

02:46:51.510 --> 02:46:53.420

Cooper City Hall: Mail gardens. Got it done by the city

1306

02:46:53.640 --> 02:47:05.099

Cooper City Hall: over here off the Ninetieth is covered on both ends by the city. Why, why, we're leaving literally the lar one of the largest sections of our community off. And so I really think I mean I

1307

02:47:05.260 --> 02:47:07.709

Cooper City Hall: can't agree to fund the whole thing, but I really think

1308

02:47:08.160 --> 02:47:24.080

Cooper City Hall: we should at least offer to do half if they're gonna pay the reoccurring costs, or I mean, if they're city streets like the lighting just now Rock Creek, our, it's our responsibility. Do the street lights

there? They put it in at their cost, and I don't even know what it costs. We should have been the ones putting in the street lights

1309

02:47:24.140 --> 02:47:27.989

Cooper City Hall: on our right of ways in Rock Creek, and they did it.

1310

02:47:28.160 --> 02:47:32.480

Cooper City Hall: So we have to work with them a little bit here. you know, and like I said, I don't

1311

02:47:32.680 --> 02:47:35.769

Cooper City Hall: reside in Rock Creek, but

1312

02:47:35.890 --> 02:47:42.690

Cooper City Hall: I think it's only fair. did. What what was there quote, or whatever for did a hundred. And

1313

02:47:43.070 --> 02:48:04.059

Cooper City Hall: II think Rock Creek had a working quote with one of the vendors for around 100 3,000 $140,000 for the complete project. Did that break down the public versus non public, gated versus non gated all public? Oh, so their proposal is based on. I'm sorry. Why don't you let the Gap

1314

02:48:04.350 --> 02:48:23.230

Cooper City Hall: so their proposal, their quote rather, is based on the recommendation that my staff, my team made for that community. In anticipation, real time, Crime Center launching. We had already

rolled out the fourth phase of the city's wide technology plan, which was Cooper City safer, direct, real time, strategy stars.

1315

02:48:23.360 --> 02:48:46.709

Cooper City Hall: And so we had already started going to Hoa's business communities, letting them know what the capabilities would be, and then offering a site survey for those interested parties. Rock Creek. One was was one of those interested parties, and we provided them a Powerpoint presentation that we pitched them at their one of their meetings. Recommending up top my head. 6 sites.

1316

02:48:46.760 --> 02:48:52.709

Cooper City Hall: and those are the sites that they're they were moving forward with on the quotes. Those were all public roads.

1317

02:48:54.480 --> 02:48:57.320

Cooper City Hall: Commissioner Gadget. Thanks.

1318

02:48:57.750 --> 02:49:02.019

Cooper City Hall: So, Chief, thank you for putting this proposal together.

1319

02:49:02.560 --> 02:49:04.810

Cooper City Hall: I also. I agreed

1320

02:53:09.700 --> 02:53:25.800

Cooper City Hall: around. I filled up in one booth all clothing, shoes, and purses, took that to the car, went to a second booth filled up on antique quilts, tea towels that filled it up, and I went back to the car, and then I came back. I bought more clothing.

1321

02:53:25.990 --> 02:53:30.670

Cooper City Hall: a bunch of silver plate and missiles

1322

02:54:46.950 --> 02:55:10.999

Cooper City Hall: improve our first, ever strategic plan. We came to an agreement on 4 strategic priorities, proactive public safety financially sustaining someplace, special, a strong sense of place citywide revitalization. Each priority is critical to the future of Cooper City and our resiliency. Our Commission has been steadfast in focusing on fiscal responsibility

1323

02:55:11.010 --> 02:55:34.219

Cooper City Hall: with the mission of financially sustaining someplace special with sound policy, and in collaboration with our city manager we have been able to lower the city's millage rate. Yet again, the current operating millage rate of 5.8 7 5 is the lowest in Cooper City since 2,015. This is a true testament to the hard work and dedication of the City commission and staff

1324

02:55:34.220 --> 02:55:57.919

Cooper City Hall: also improved the city's financial position by adding another 2 million dollars to our reserves. Part of the city budget has included additional funding provided by the American Rescue Plan Act of 2,021, also known as Arpa. Over the past 2 years Cooper City has received a total of 17.8 million dollars, and has hit the ground running to put the money into action. We have

1325

02:55:57.920 --> 02:56:05.330

Cooper City Hall: made a concerted effort to use these dollars in support of the strategic priority of citywide revitalization.

1326

03:05:24.360 --> 03:05:27.909

Cooper City Hall: It just is connected on

1327

03:05:32.290 --> 03:05:33.150

Cooper City Hall: of.

1328

03:05:36.160 --> 03:05:38.000

Cooper City Hall: I think. Sure, I think we're nice.

1329

03:05:42.160 --> 03:05:43.590

Cooper City Hall: How many solutions?

1330

03:05:43.670 --> 03:05:46.339

Cooper City Hall: Probably not

1331

03:05:47.580 --> 03:05:48.430

Cooper City Hall: exactly

1332

03:05:49.440 --> 03:05:52.649

Cooper City Hall: generate it. What is that?

1333

03:05:53.090 --> 03:05:54.610

Cooper City Hall: Very like

1334

03:05:56.120 --> 03:05:57.179

Cooper City Hall: we're going to talk?

1335

03:05:57.330 --> 03:05:58.520

Yeah, it's like.

1336

03:06:03.010 --> 03:06:04.320

Cooper City Hall: sister, that

1337

03:07:16.530 --> 03:07:21.549

Cooper City Hall: app extension machine. This is working and isolating specifically on your front quadrice app

1338

03:07:21.950 --> 03:07:22.640

Cooper City Hall: path

1339

03:14:58.480 --> 03:15:08.029

Cooper City Hall: to the hard work and dedication of the city commission and staff. We also improved the city's financial position by adding another 2 million dollars to our reserve

1340

03:23:55.970 --> 03:23:58.360

Cooper City Hall: in early 2,022

1341

03:29:08.350 --> 03:29:09.210

Cooper City Hall: key point. Oh.

1342

03:29:11.600 --> 03:29:22.789

Cooper City Hall: I don't know, and you can come up with whatever term you want your poison Bill term Mayor, once you see the financials. But no, II understand that. But but doing that literally, and cut out

1343

03:29:23.440 --> 03:29:31.650

Cooper City Hall: the funding for anyone else. Right? No, I wanna do. 200. Somebody said to. I think there's consensus.

1344

03:29:32.210 --> 03:29:33.500

Cooper City Hall: I know it's not your name.

1345

03:29:33.570 --> 03:29:46.180

Cooper City Hall: It's it's not. And and you're forgetting it's pilot program. You don't know if it's working and you're going. Oh, hog into it. Kitchen motors! How's it not working? They just got some sky from Missouri on a sex track. Charge.

1346

03:29:46.250 --> 03:29:59.269

Cooper City Hall: Yes, he is. Please yell at him the way you yell at me. I'm trying to learn your male child is misbehaving. Mayor, if I may don't mean to interrupt you. Maybe if I can offer a compromise

1347

03:29:59.460 --> 03:30:14.020

Cooper City Hall: on the where I see the consensus on the commission instead of 200,000, 150,000 instead of 75 at 155,000.

1348

03:30:14.100 --> 03:30:30.610

Cooper City Hall: I I'm just offering as a solution. I'm just trying to move it forward.

1349

03:30:33.010 --> 03:30:34.440

We're doing 200,

1350

03:30:35.090 --> 03:30:38.320

Cooper City Hall: 2 200. But I'm not agreeing then to the

1351

03:30:39.500 --> 03:30:42.579

Cooper City Hall: percentages folks, we could tell him that doesn't matter.

1352

03:30:42.730 --> 03:30:47.999

Cooper City Hall: I would like to make a motion that 75% percentage up 200,000.

1353

03:30:48.310 --> 03:30:57.499

Cooper City Hall: Why are you giving all the money to Rock Creek beyond me when he has to approve it. Each thing

1354

03:30:58.420 --> 03:31:00.719

Cooper City Hall: I think that you're putting

1355

03:31:00.860 --> 03:31:24.600

Cooper City Hall: an unfair burden on the chief. Are you capable of handling this. He's not going to tell you yes or no. It that's not fair as well. Yes, he's very yes, he's very tough. I'm not saying he's not tough, but it's not a fair burden. There should be a second criterion, and you should not put an extra burden on him. But that's not nice mission, Melosie, Captain D. Giovanni said earlier.

1356

03:31:25.720 --> 03:31:26.740

Cooper City Hall: the

1357

03:31:27.210 --> 03:31:30.650

Cooper City Hall: part of that criteria was part of the funding.

1358

03:31:30.900 --> 03:31:35.759

Cooper City Hall: If the funding is approved, if they get the, if the if the Commission approves the funding

1359

03:31:36.150 --> 03:31:49.970

Cooper City Hall: part of that grant funding would be based on their strategic plan to put those so they couldn't arbitrarily put those any place they wanted to, so that so the burden, the responsibility, is already his

1360

03:31:50.320 --> 03:32:04.370

Cooper City Hall: right. So we're not. We're not putting any additional correct me if I'm wrong, cap. So so if Rock Creek decide, they want to build their own Rock Creek Real Time Crime Center. We would not fund it, but we would. We would help them with the Lprs.

1361

03:32:05.170 --> 03:32:16.129

Cooper City Hall: and I would I would let Mr. Rosen if Carl wants to take the Lpr. And point it to the maintenance lot, only you would not approve that right. No.

1362

03:32:17.460 --> 03:32:21.040

Cooper City Hall: 200,000. I'm saying, no, you're not. You're

1363

03:32:23.320 --> 03:32:24.030

but

1364

03:32:24.360 --> 03:32:30.519

Cooper City Hall: it's we're not given Rock Creek, even if you raise it to $200,000 big! Look

1365

03:32:30.850 --> 03:32:49.339

Cooper City Hall: at $75,000! 75,000 times 2 was $150,000 right times 2. But, Commissioner Melodic. So hold on, Captain de Giovanni. You said that the recommendation that you earlier you said that the recommendation that you had for Rock Creek

1366

03:32:49.380 --> 03:32:55.279

Cooper City Hall: was roughly a hundred 30 to a hundred $40,000, right? More or less, Commissioner, more or less.

1367

03:32:55.310 --> 03:33:06.049

Cooper City Hall: So if so, okay, so so half of that have. So half of that is 65,000,

1368

03:33:06.070 --> 03:33:07.930

Cooper City Hall: or somewhere there about.

1369

03:33:08.370 --> 03:33:12.529

Cooper City Hall: Correct right as it is right now, it's at 50,000.

1370

03:33:12.810 --> 03:33:18.309

Cooper City Hall: Alright, so we would. So it would be an additional $15,000, for

1371

03:33:20.690 --> 03:33:25.280

Cooper City Hall: I agree. And and and with that I can again, I can live with that.

1372

03:33:25.660 --> 03:33:27.210

Cooper City Hall: Let's not forget.

1373

03:33:27.410 --> 03:33:34.620

Cooper City Hall: We've only had how many people have applied people. Well, no, no one's really applied yet, because but

1374

03:33:34.680 --> 03:33:50.369

Cooper City Hall: but there's interest, so I can tell you now coming down the pike. I've given multiple tours at the real time France Center, on behalf of the city this week. I know the Cdb. Is going to be discussing this next week with additional cameras they already purchase. Lprs. Have them in Stock

1375

03:33:50.580 --> 03:33:52.050

Cooper City Hall: Rock Creek

1376

03:33:52.090 --> 03:34:00.620

Cooper City Hall: Country, Glen Temple, Bethemot, some business community partners. There's a lot of interest in this community, you know, for this program.

1377

03:34:00.740 --> 03:34:02.979

Cooper City Hall: but I can tell you with

1378

03:34:03.420 --> 03:34:07.540

Cooper City Hall: with very. I'm very comfortable with telling you that

1379

03:34:07.560 --> 03:34:15.959

Cooper City Hall: this Rock Creek will not exhaust all the funding. because the other entities are going to be a very.

1380

03:34:16.100 --> 03:34:30.120

Cooper City Hall: It's gonna be a drop in the bucket on what's recommended to them versus rock Creek. Rock Creek is the anomaly in this, along with the CD. With the CD. Already purchasers, even though this agreement would allow, retroactive. I mean, that was the Commission consensus last.

1381

03:34:30.230 --> 03:34:32.079

Cooper City Hall: They're they're

1382

03:34:32.260 --> 03:34:38.059

Cooper City Hall: equipment is not the same equipment that Rock Creek would be getting so wasn't substantially less

1383

03:34:39.130 --> 03:34:40.690

Cooper City Hall: Commissioner Green. I agree with you.

1384

03:34:40.860 --> 03:34:44.589

Cooper City Hall: I think, doing it that way is not a deal breaker.

1385

03:34:44.790 --> 03:34:48.499

Cooper City Hall: I feel very good for any other Homeowner association.

1386

03:34:49.380 --> 03:34:54.810

Cooper City Hall: I think if we cut it, not 50, not 75, but in the middle.

1387

03:34:55.210 --> 03:34:58.590

Cooper City Hall: being honest with you. Yeah. 65.

1388

03:34:59.800 --> 03:35:04.509

Cooper City Hall: I'd even go see? I'm not sure why I'm really protected. My house is protected.

1389

03:35:04.670 --> 03:35:27.750

Cooper City Hall: You make it sound like you make it sound like they did it because it was Melosse House. They did it because of where my house is situated, not because of where. Oh, it's her house, let's put it only because you're a criminal, I mean.

1390

03:35:28.410 --> 03:35:34.669

Cooper City Hall: but not because of anything. We can't look at it. We can't look at it as

1391

03:35:35.840 --> 03:35:38.330

Cooper City Hall: why are we not? Why are we not paying for Whole Rock Creek?

1392

03:35:39.020 --> 03:36:03.570

Cooper City Hall: If you I'll use Jeff's terms if you do it for them, let's do it. Let's step back and think about this. All public roads. Okay? Well, you know what we also have. Hopefully, God willing, we have speed, traffic, calming devices coming next month.

1393

03:36:03.570 --> 03:36:10.200

Cooper City Hall: How many years have residents been coming here begging us for them? So

1394

03:36:10.590 --> 03:36:26.459

Cooper City Hall: we have 7 that that potentially are coming to us with a definite, but yet they they measured 60 different roads. Oh, pay for one pay for them all! Well, I don't know about you from Arpa for nonprofits, but I'm telling you

1395

03:36:26.490 --> 03:36:40.699

Cooper City Hall: we're gonna Fund one. We're going to fund them off how much money exactly we have to prioritize the cheap we are going to have to prioritize. The same thing is is the same thing. Okay? Alright, that's fine. What's the number? You guys can.

1396

03:36:40.990 --> 03:36:48.790

Cooper City Hall: whatever. So I think that if I think there was consensus at the 200,000 funding and correct me if I'm wrong.

1397

03:36:48.840 --> 03:37:05.099

Cooper City Hall: and 50 with a Max of 75,000. I think that's where the consensus lied. 50 with a 65,000, Max.

1398

03:37:05.200 --> 03:37:08.499

Cooper City Hall: 65% with a Max of $75,000, right?

1399

03:37:09.620 --> 03:37:11.450

Cooper City Hall: It was 65%.

1400

03:37:11.670 --> 03:37:24.650

Cooper City Hall: If you want to leave it at 65 without a Max. I think, Commissioner Green, we're talking about dollar amount 66, yeah, 50 50, not to exceed.

1401

03:37:26.350 --> 03:37:44.880

Cooper City Hall: Max.

1402

03:37:44.910 --> 03:37:49.400

Cooper City Hall: Feel like I'm negotiating for a car right now.

1403

03:37:49.840 --> 03:37:57.019

Cooper City Hall: I like to the 65,000. I thought it was. No, I thought it was a a good compromise.

1404

03:37:57.830 --> 03:38:05.340

Cooper City Hall: So $200,000 funding 50% with a maximum 65,000 got you direction. So

1405

03:38:05.510 --> 03:38:17.639

Cooper City Hall: I had a clarifying question. Oh, no, we just went down. The Max was 75 on the on the initial agreement. What? 75,000!

1406

03:38:17.650 --> 03:38:45.790

Cooper City Hall: The last thing I wanted to clarify from the Commission is the, whereas clause the first one. This is built and brought back to you to incentivize local homeowner association or nonprofit entities. Is the Commission comfortable with keeping it that way? That would mean that another nonprofit that's not non ho! In the city could apply for this grant, or do you want it? Ho! A specific?

1407

03:38:45.900 --> 03:38:55.710

Cooper City Hall: Where? Where is that first? That's a first, whereas clause. I think it should only be Homeowners Association. Not very top, not nonprofit. I think it should be only for homeowners as you.

1408

03:38:57.450 --> 03:39:01.919

Cooper City Hall: What else would be talking about? You'd be talking about churches.

1409

03:39:01.960 --> 03:39:22.190

Cooper City Hall: I mean. Alright, but you can see temp. I can see Temple Beth wanting to come in. I can see the okay. So do. I have, can I have consensus from the Commission. With these changes that I could. Then, the agreements approved, I can move forward with the manager.

1410

03:39:22.900 --> 03:39:30.050

Cooper City Hall: I would like a motion to approve the agreement with the amendments that were recently articulated with quotations.

1411

03:39:30.550 --> 03:39:37.250

Cooper City Hall: Question I've got. I've got bear with me. I've got a motion to approve with the amendments, as stated. Do I have a second?

1412

03:39:37.260 --> 03:39:44.069

Cooper City Hall: I'll second. I have a question. We're looking at like like the habad. Isn't that private land?

1413

03:39:46.440 --> 03:39:55.340

Cooper City Hall: I mean, it's it's it's it's publicly open right now. I believe they're building a gate. But only if it's gated, would it be considered private?

1414

03:39:56.070 --> 03:40:11.530

Cooper City Hall: You don't have to have a gate that's private. If it only got the entrance, you'd have to be a little bit better. We would do the same thing on those institutions.

1415

03:40:14.860 --> 03:40:17.720

Cooper City Hall: I have motion, and a second, any further discussion.

1416

03:40:19.100 --> 03:40:22.150

Cooper City Hall: Call the vote. Commissioner Malzi.

1417

03:40:22.600 --> 03:40:27.760

Cooper City Hall: Commissioner Kaxman, Commissioner, Shrouder, Commissioner Green, Mayor Ross. Yes.

1418

03:40:28.250 --> 03:40:29.910

Cooper City Hall: thank you very much.

1419

03:40:31.770 --> 03:40:39.480

Cooper City Hall: Moving on to item number 17, we have a motion. My God, this is a long one, please.

1420

03:40:41.440 --> 03:40:46.100

Cooper City Hall: I don't think it's online. Still. the the Record Mayor Commission.

1421

03:40:46.390 --> 03:41:02.919

Cooper City Hall: Item 7 would be a motion to approve an authorized sole or single source. Procurements as allowed in section 2, dash 2, 58 sub. B. Of the city code of anti salient chemical megafux fe from American water chemicals in the amount not to exceed $65,305.

1422

03:41:03.010 --> 03:41:19.010

Cooper City Hall: Corrosion inhibitor Karis, 33 80, and Karis, Llc. And the amount not to exceed $43,530 a membrane cleaner from a clean PC. 77. From now Co. Water, and the amount not to exceed $34,920.

1423

03:41:20.090 --> 03:41:26.570

Cooper City Hall: Systems! Treatment plans from the Jacobs and Jacobs. The amount not to exceed $19,500.

1424

03:41:26.660 --> 03:41:34.139

Cooper City Hall: Maintenance of a lift station telemetry control units from data flow systems incorporated in the amount not to exceed $21,925,

1425

03:41:34.250 --> 03:41:55.300

Cooper City Hall: and new Wilo pumps, with repairing parts, and amount not to exceed $160,000, including additional related purchases that may become necessary, due to unforeseen circumstances. From each of the aforementioned vendors not exceeding the approving authority of the city manager as allowed in section 2 55 sub. B. Of the city code for fiscal year 2024. On the fourth consideration map.

1426

03:41:55.340 --> 03:42:02.640

Cooper City Hall: Thank you. I have. Second, I have motion by commission, Schroeder, second by Commissioner Green, Commission, Schroeder.

1427

03:42:03.140 --> 03:42:04.470

Cooper City Hall: Commissioner Green.

1428

03:42:04.610 --> 03:42:07.190

Cooper City Hall: Commissioner Mccatson commission Melosie.

1429

03:42:07.820 --> 03:42:14.450

Cooper City Hall: just to confirm the 160,000, is for 10 different pumps. Am I correct?

1430

03:42:15.330 --> 03:42:19.530

Cooper City Hall: Yes, sir, thank you very much, and it may be you in the

1431

03:42:22.960 --> 03:42:23.930

Cooper City Hall: cost.

1432

03:42:24.070 --> 03:42:29.549

Cooper City Hall: If the pumps can be repaired, then you would like to take that money and apply towards that.

1433

03:42:29.700 --> 03:42:31.960

Cooper City Hall: Oh, you're not going to fly to the stars program.

1434

03:42:32.250 --> 03:42:35.590

Cooper City Hall: Okay?

1435

03:42:35.850 --> 03:42:40.139

Cooper City Hall: Not allowed, sir. Sure. That's right. And land.

1436

03:42:40.600 --> 03:42:44.960

Cooper City Hall: thank you, though. Okay, go ahead. Call the boat Commissioner Malz.

1437

03:42:45.180 --> 03:42:47.730

Cooper City Hall: Commissioner Cassman. Yes, Commissioner Schrouter.

1438

03:42:47.860 --> 03:42:59.170

Cooper City Hall: Commissioner Green. Yes, Mayor Ross. Yes. Item number 18. Do I have motion to approve city management. So I have it by Commissioner Katzmann, second by Commissioner Green, Commissioner Katzman.

1439

03:42:59.370 --> 03:43:01.609

Cooper City Hall: Commissioner Green Commission, Schroeder.

1440

03:43:01.770 --> 03:43:02.950

Cooper City Hall: Commissioner, melodie.

1441

03:43:04.080 --> 03:43:04.980

Cooper City Hall: roll vote.

1442

03:43:06.220 --> 03:43:07.570

Cooper City Hall: Commissioner, Malozie.

1443

03:43:07.930 --> 03:43:10.470

Cooper City Hall: Commissioner, Cassman, yes, Commissioner Schrouter.

1444

03:43:24.390 --> 03:43:26.010

Cooper City Hall: one when you don't

1445

03:43:27.010 --> 03:43:29.519

Cooper City Hall: any further discussion on. And Commissioner Green.

1446

03:43:30.150 --> 03:43:41.889

Cooper City Hall: I have nothing. Commissioner Schroeder. Yes, I didn't get a chance to to meet with the manager and, Michael, I want to just say publicly, my

1447

03:43:41.990 --> 03:43:47.660

Cooper City Hall: I think Michael does a great job in his former role. I just want to make clear. This is a different role. So I expect

1448

03:43:48.030 --> 03:43:52.620

Cooper City Hall: you know, more strategic vision. And

1449

03:43:52.660 --> 03:43:55.820

Cooper City Hall: one of the things like the letterhead's got to get consistent around here.

1450

03:43:56.830 --> 03:44:01.499

Cooper City Hall: Yeah, we still got the old logo on the building department once they submitted to us today, for

1451

03:44:01.840 --> 03:44:13.950

Cooper City Hall: you know the variants you. The Hr one still has a.org on the bottom of their letterhead. So I understand the prior, you know, like.

1452

03:44:14.140 --> 03:44:26.129

Cooper City Hall: my only fear is, I wanna make sure that when Michael starts back it just doesn't go back and doing what he was doing before, you know, whoever was. Hey? Do this? You know, I see this as a lot more of an executive position as a director level.

1453

03:44:26.320 --> 03:44:33.270

Cooper City Hall: So that's my expectation. I think everybody understands it, but because I think the chance to talk with them. I just wanted to say that.

1454

03:44:33.610 --> 03:44:37.460

Cooper City Hall: you know. That's my understanding of changing this world. Thank you.

1455

03:44:37.780 --> 03:44:41.440

Cooper City Hall: Commissioner Katzman. Yeah, II will

1456

03:44:42.030 --> 03:44:55.709

Cooper City Hall: like the words out of my mouth. But II had an opportunity to meet with Michael yesterday, and and and the manager, and we talked about all of those things and the expectations. And and I and I've been made it very clear that

1457

03:44:55.880 --> 03:44:58.370

Cooper City Hall: the manager that I'm you know, gonna hold!

1458

03:44:58.620 --> 03:45:00.170

Cooper City Hall: Hold him to

1459

03:45:00.590 --> 03:45:12.769

Cooper City Hall: is word on making sure that this is a a high level position, and it's not a photographer position, and that we need to take our communications to the next level. So I want that on the record, and that we want to be the resource

1460

03:45:13.560 --> 03:45:18.140

Cooper City Hall: first resource for our residents for accurate information.

1461

03:45:18.520 --> 03:45:20.550

Cooper City Hall: Thank you. Thank you, Commissioner Melosie.

1462

03:45:21.630 --> 03:45:22.340

Fine.

1463

03:45:22.540 --> 03:45:29.920

Cooper City Hall: Yeah. In conjunction with what they said, I said it to Garth. Communications. I'll say to you, Michael, we need

1464

03:45:29.940 --> 03:45:44.880

Cooper City Hall: to be, and you really nailed it when you said it before the one not Cooper City buzz that they should be first and foremost, as good as they are. I want to be better. I want to be the one that everyone goes to.

1465

03:45:45.120 --> 03:45:46.900

Cooper City Hall: I've got to have the

1466

03:45:48.170 --> 03:45:49.360

Cooper City Hall: wherewithal.

1467

03:45:49.510 --> 03:45:54.060

Cooper City Hall: and you've got to figure out on what media social media will be

1468

03:45:54.130 --> 03:45:56.470

Cooper City Hall: or publication. It will be

1469

03:45:56.630 --> 03:45:59.650

Cooper City Hall: or press release or media. I don't care.

1470

03:46:00.080 --> 03:46:03.790

Cooper City Hall: Be creative. Have a drone, do it

1471

03:46:03.850 --> 03:46:15.109

Cooper City Hall: have a sign flown by a drone. I don't care. But get the information out, so that Commissioner Melosi won't sit here and say after 13 years. I still don't know what is coming up.

1472

03:46:15.680 --> 03:46:18.690

Cooper City Hall: I need to have it recognized.

1473

03:46:19.340 --> 03:46:21.400

Cooper City Hall: Having said that. Call the vote.

1474

03:46:22.560 --> 03:46:23.770

Cooper City Hall: Commissioner Malos.

1475

03:46:24.320 --> 03:46:35.650

Cooper City Hall: Commissioner Katzmann. Yes, Commissioner Shrouder. Yes, Commissioner Green. Yes, Mayor Ross. Yes. moving on time. 20 do have motion to approve city manager's recommendation, second by commission. That was you, Lisa Wright.

1476

03:46:35.910 --> 03:46:38.230

Cooper City Hall: Commissioner Melowsy, second by Commissioner Green.

1477

03:46:39.300 --> 03:46:41.720

Cooper City Hall: Any further discussions. Commissioner Melosie.

1478

03:46:44.890 --> 03:46:48.449

Cooper City Hall: Close. So first major problem.

1479

03:46:49.080 --> 03:46:52.670

Cooper City Hall: one.

1480

03:46:54.100 --> 03:46:56.200

Cooper City Hall: The salary on this position.

1481

03:46:57.550 --> 03:46:59.590

Cooper City Hall: I hope so low.

1482

03:47:00.970 --> 03:47:06.530

Cooper City Hall: It's 1 55. So we have a finance director that has a resume that was outstanding

1483

03:47:06.740 --> 03:47:13.150

Cooper City Hall: that has experience that was beyond that makes $5,000 more than some one whose

1484

03:47:13.540 --> 03:47:19.469

Cooper City Hall: has very little experience, does not? Has it have an outstanding resume that now makes that

1485

03:47:19.910 --> 03:47:23.050

Cooper City Hall: our current recreation director.

1486

03:47:23.150 --> 03:47:27.139

Cooper City Hall: who has the same exact experience, who has actually

1487

03:47:27.340 --> 03:47:34.410

Cooper City Hall: 15 years more experience has the same exact qualifications, is on the same exact. A level

1488

03:47:35.290 --> 03:47:40.889

Cooper City Hall: only makes 126,000, and she's our longest running director.

1489

03:47:41.260 --> 03:47:51.639

Cooper City Hall: But yet and that's after a 2%. Comp. Study. What have you? But yet you're starting this person who it took 2 weeks to decide whether or not they wanted to work here

1490

03:47:52.340 --> 03:47:53.280

Cooper City Hall: to

1491

03:47:54.690 --> 03:47:59.690

Cooper City Hall: come in at a hundred $55,000. This person makes more than

1492

03:48:00.680 --> 03:48:03.850

Cooper City Hall: Carlos. who's the next level up?

1493

03:48:04.970 --> 03:48:14.460

Cooper City Hall: I don't understand the worth no offense meant. But I it's not to me that position when you're looking at the hierarchy.

1494

03:48:14.860 --> 03:48:21.169

Cooper City Hall: There there is, I mean Raj understandable. Tom Good was only paid a hundred 45,

1495

03:48:21.670 --> 03:48:28.180

Cooper City Hall: and Tom good, even though we all know how I felt about that Tom Good still had a resume

1496

03:48:29.170 --> 03:48:30.959

Cooper City Hall: that would blow your socks off.

1497

03:48:31.070 --> 03:48:37.740

Cooper City Hall: and had years of experience. But yet Tom Good has had a salary of only one $145,000.

1498

03:48:38.140 --> 03:48:43.710

Cooper City Hall: But yet this position now all of a sudden, merits a salary of a hundred $55,000.

1499

03:48:43.770 --> 03:48:48.499

Cooper City Hall: But yet you're comparing that to a finance director of a hundred 60,

1500

03:48:50.590 --> 03:48:51.810

Cooper City Hall: it's beyond.

1501

03:48:52.660 --> 03:48:58.440

Cooper City Hall: So that is is is one problem that I have. The second problem that I have is is, I just

1502

03:48:58.450 --> 03:49:08.269

Cooper City Hall: am just so upset that this was not even offered to the person that had this position and did a very good job of it that had 2 positions at the same time

1503

03:49:09.720 --> 03:49:16.380

Cooper City Hall: that juggled it, that killed himself for 8 months, and had no consideration. In my opinion.

1504

03:49:18.180 --> 03:49:19.410

Cooper City Hall: said my piece.

1505

03:49:20.630 --> 03:49:21.740

Cooper City Hall: Commissioner Green.

1506

03:49:23.380 --> 03:49:36.280

Cooper City Hall: Thank you, Mayor Ross. Just I hear I hear I hear your concerns. Commissioner Malzi. I just want I wanna ask Mr. Eggleston. So when we when you posted the position.

1507

03:49:36.310 --> 03:49:42.250

Cooper City Hall: because I know it took a considerable amount of time for

1508

03:49:42.840 --> 03:49:49.820

Cooper City Hall: or any applications that come in. He just kind of tell talk to me about.

1509

03:49:50.530 --> 03:49:54.309

Cooper City Hall: because I know we best. This has been put out there for quite some time.

1510

03:49:54.880 --> 03:49:57.389

Cooper City Hall: and you talk to me about

1511

03:49:57.810 --> 03:50:01.989

Cooper City Hall: that process? Did you have as a result of

1512

03:50:02.110 --> 03:50:06.660

Cooper City Hall: you know you offering it or advertising it at at at a salary.

1513

03:50:06.670 --> 03:50:08.849

Cooper City Hall: Tell me about what what went into this?

1514

03:50:10.320 --> 03:50:25.909

Cooper City Hall: Sure, we did have the advertisement out there for a good while. We did interview a multitude of candidates. Our most recent interview process. We had a panel, including Cooper City staff, myself.

1515

03:50:26.070 --> 03:50:33.520

Cooper City Hall: and a a local, another nearby neighboring communities. Public Works director also involved in those evaluations.

1516

03:50:33.810 --> 03:50:45.070

Cooper City Hall: you know, and as far as the the salary range and the the offer, it's you know, it is with within the range of the the new

1517

03:50:45.240 --> 03:50:49.919

Cooper City Hall: common class study for that position. It's it's

1518

03:50:49.940 --> 03:50:55.570

Cooper City Hall: pretty near the midpoint. It's not near, you know. It's it's it's not at the Max

1519

03:50:56.120 --> 03:50:58.520

Cooper City Hall: And

1520

03:50:59.120 --> 03:51:03.799

Cooper City Hall: you know, I think you all have seen a copy of of

1521

03:51:04.210 --> 03:51:10.099

Cooper City Hall: Mr. Cheryl's Resume. And and and

1522

03:51:10.120 --> 03:51:21.460

Cooper City Hall: how long did we have? How long did we ever have that position advertised for. Yeah, I. That position was advertised, I believe, prior to my arrival. And

1523

03:51:21.690 --> 03:51:25.090

Cooper City Hall: alright. And and so I know that

1524

03:51:27.180 --> 03:51:29.719

Cooper City Hall: it's been out there for quite some time.

1525

03:51:30.060 --> 03:51:38.209

Cooper City Hall: I hear what Commissioner Malzia has said in terms of the other positions that we have

1526

03:51:38.320 --> 03:51:39.950

Cooper City Hall: in place.

1527

03:51:40.130 --> 03:51:44.990

Cooper City Hall: Parks Rec. Position, the finance position. I'm sorry not

1528

03:51:45.650 --> 03:51:49.190

Cooper City Hall: finance, position, or you say the Hr. Position is one of them.

1529

03:51:49.930 --> 03:51:52.829

Cooper City Hall: And so and so

1530

03:51:53.920 --> 03:51:57.490

Cooper City Hall: I hear what Commissioner Melosie is saying, I understand

1531

03:51:57.780 --> 03:52:09.359

Cooper City Hall: we've got to. We have to move forward. I know that we have talked about a whole lot of things to night, part of which a great deal of what we talked about tonight has a lot to do with public works.

1532

03:52:09.570 --> 03:52:16.409

Cooper City Hall: I don't think the expectation. I don't think any of us up here. Is under the

1533

03:52:16.700 --> 03:52:18.189

Cooper City Hall: impression that

1534

03:52:18.770 --> 03:52:21.790

Cooper City Hall: we're going to be able to move

1535

03:52:22.470 --> 03:52:24.330

Cooper City Hall: further ahead quicker

1536

03:52:24.740 --> 03:52:28.460

Cooper City Hall: without having the people in place do the job.

1537

03:52:28.700 --> 03:52:35.250

Cooper City Hall: And so I had told you this before. Privately, I'm gonna tell you again publicly, I'm supporting this.

1538

03:52:35.400 --> 03:52:38.589

Cooper City Hall: I understand the needs of of this.

1539

03:52:39.310 --> 03:52:43.710

Cooper City Hall: What the Commission talked about in terms of moving this city forward.

1540

03:52:44.810 --> 03:52:47.810

Cooper City Hall: The Commissioner Melosi's point.

1541

03:52:47.980 --> 03:52:50.370

Cooper City Hall: Mr. Fleming has been.

1542

03:52:51.700 --> 03:53:02.500

Cooper City Hall: He's been the backbone of public works. Even when Tom Good was here, even when the other Steve Williamson, was here, when those folks when they were not here. It has been Tim Fleming.

1543

03:53:02.640 --> 03:53:12.149

Cooper City Hall: He has held it together, and God bless him for that. And so, and and I and I said to you, you know that's that that is to be commended.

1544

03:53:12.690 --> 03:53:19.920

Cooper City Hall: but II did tell you I'm going to support this, because I believe that this is an opportunity for us to move forward.

1545

03:53:19.940 --> 03:53:24.980

Cooper City Hall: But certainly it's not lost on me some of the comments that have been made. Thank you.

1546

03:53:26.320 --> 03:53:28.940

Cooper City Hall: Commissioner Jardin.

1547

03:53:30.440 --> 03:53:36.609

Cooper City Hall: most of our discussion.

1548

03:53:37.270 --> 03:53:38.119

Cooper City Hall: and I

1549

03:53:39.530 --> 03:53:45.510

Cooper City Hall: a lot of the things that are not done is in public works. I think public works needs to

1550

03:53:46.380 --> 03:53:47.540

Cooper City Hall: reimagine

1551

03:53:47.920 --> 03:53:51.510

Cooper City Hall: current. My opinion structure of it is

1552

03:53:52.420 --> 03:53:54.360

Cooper City Hall: basically park maintenance and

1553

03:53:54.560 --> 03:54:03.570

Cooper City Hall: facilities, maintenance facilities. Maintenance doesn't seem to be like great place. you know, and you know storm water's been shifted over to utilities.

1554

03:54:03.670 --> 03:54:10.550

Cooper City Hall: So what you see in a lot of public works. Positions is they actually manage. you know, streets

1555

03:54:10.710 --> 03:54:18.740

Cooper City Hall: and utilities kind of all in one lot, a lot lot of lot of places. We don't have that. We I don't know why, back in the days which you know.

1556

03:54:18.900 --> 03:54:30.559

Cooper City Hall: we but we have not had any capital projects at all like it is almost laughable at how little capital improvements we had.

1557

03:54:30.670 --> 03:54:33.440

Cooper City Hall: So how do you get there? Well.

1558

03:54:33.490 --> 03:54:40.140

Cooper City Hall: how do you attract people to come to the city and say, Oh. come to the city that does less

1559

03:54:40.420 --> 03:54:43.710

Cooper City Hall: than most public Works departments do and is smaller.

1560

03:54:44.090 --> 03:54:44.800

Cooper City Hall: Wow!

1561

03:54:45.090 --> 03:54:52.559

Cooper City Hall: You know, you're gonna have to, you know, like, what what applicants are you gonna get? So you're gonna you have to pay. I don't know you're gonna have to pay

1562

03:54:52.750 --> 03:54:56.469

Cooper City Hall: to get somebody decent. If it's just the nature of the you know the beast.

1563

03:54:57.860 --> 03:55:03.739

Cooper City Hall: You see, this guy's resume public procurement like ding, ding, ding! It's like one of our biggest issues, you know.

1564

03:55:03.980 --> 03:55:12.609

Cooper City Hall: we just don't procure. So I mean, I'm excited about that. I think this gentleman's gonna have his work cut out for him

1565

03:55:12.830 --> 03:55:21.540

Cooper City Hall: my personal plan. I didn't get to meet with them, but once again I would like to see some vision on how we're going to accomplish these things we just talked about

1566

03:55:21.710 --> 03:55:30.009

Cooper City Hall: with the manager. But at the end of the day we have to. We have water plants we gotta replace. We have or have infrastructure. It's got to be done. There's got to be some pebbles built out.

1567

03:55:30.280 --> 03:55:34.780

Cooper City Hall: and we traditionally had a public Works director.

1568

03:55:35.300 --> 03:55:40.380

Cooper City Hall: And then where's your next mid level manager. Where's your next manager and and that department?

1569

03:55:40.430 --> 03:55:43.449

Cooper City Hall: What position you have? Field operations, supervisors.

1570

03:55:43.730 --> 03:55:46.760

Cooper City Hall: So this needs to be.

1571

03:55:47.400 --> 03:55:49.830

Cooper City Hall: You know, there's a lot of work to be cut out.

1572

03:55:49.890 --> 03:56:05.889

Cooper City Hall: Look what's going on with. We had an arborist, you know. Arbors retired, or whatever I mean, I get it. Not? Everyone has arbors anymore because of the change in the wall. But now who handles that? That's been shifted over? Who's handling storm water utilities? Who's handling emergency operations? Jason.

1573

03:56:06.090 --> 03:56:10.590

Cooper City Hall: you know, that's not a department that's functioning. And it needs to be

1574

03:56:11.040 --> 03:56:14.110

Cooper City Hall: reimagine and rebuilt. And that's what I'm gonna tell

1575

03:56:14.380 --> 03:56:20.329

Cooper City Hall: Richard. So II think that in order to

1576

03:56:20.340 --> 03:56:29.649

Cooper City Hall: write grants get money from the Npo. I think I was on the Npo. For like a month and a half, and and they said, How much money do we get from the Npo in the last 10 years?

1577

03:56:29.870 --> 03:56:41.100

Cooper City Hall: Yeah. Quit because there was no point. We were the only city. No, I'm sorry us and Lazy Lake were the only 2 cities that didn't have a technical advisor, and you can't doesn't matter. They can all vote for you can't get anything approved out of technical advisor.

1578

03:56:41.250 --> 03:56:45.860

Cooper City Hall: We received 0 money from the Npo. In like 10 years. Right.

1579

03:56:46.710 --> 03:56:52.070

Cooper City Hall: We didn't get the money yet, you guys said the check's on its way. Well, it took you 10 years to get $400,000, so

1580

03:56:52.130 --> 03:56:58.350

Cooper City Hall: I'm not blaming you because you're not a technical advisor. You got to submit the stuff whatever. But this is obviously a department that is in

1581

03:56:58.370 --> 03:57:01.749

Cooper City Hall: lacking. So we need to pay somebody good money. Hold them

1582

03:57:02.060 --> 03:57:16.190

Cooper City Hall: their expectations. Be to the fire. I don't think 155 is a lot, but then again, I'm willing to fire you in like a week if you don't have things built, so you know, double edged sword. But you know what I mean. So are we? Gonna

1583

03:57:16.220 --> 03:57:18.220

Cooper City Hall: we're gonna usher into a new.

1584

03:57:18.560 --> 03:57:28.880

Cooper City Hall: you know error, or are we gonna get behind the 8 ball and be like Fort Lauderdale and have pipes bursting and stuff like that. So you know, and that that new position that we put over there the Coordinator, that that

1585

03:57:29.290 --> 03:57:37.660

Cooper City Hall: it's gonna need to be absorbed. The managing of these of the garbage contract or the cell phone tower contracts that we have no clue. How much we make. There's a lot of work to be done there.

1586

03:57:38.080 --> 03:57:43.610

Cooper City Hall: So this isn't in my opinion. you know something where we just

1587

03:57:46.660 --> 03:57:50.460

Cooper City Hall: great part. Commissioner Gadget. Thank you.

1588

03:57:50.930 --> 03:57:54.410

Cooper City Hall: So I did have an opportunity to speak with Mister

1589

03:57:54.500 --> 03:57:56.540

Cooper City Hall: Shirley Sheryl Sheryl

1590

03:57:56.810 --> 03:57:59.849

Cooper City Hall: yesterday, and with manager

1591

03:57:59.900 --> 03:58:01.190

Cooper City Hall: present.

1592

03:58:01.720 --> 03:58:15.730

Cooper City Hall: And I talked about a lot of this. I'm not going to reiterate too much, but but something Mr. Malone actually brought up earlier was, we've been here a year now, and we're bringing up the same issues. And a lot of these are public workstations. It's the traffic. It's the

1593

03:58:15.820 --> 03:58:19.600

Cooper City Hall: master plan. It's all of these things. And

1594

03:58:20.490 --> 03:58:25.469

Cooper City Hall: you know, I asked him. Are you up to the task? And he says he is. So I'm I'm excited about that.

1595

03:58:25.550 --> 03:58:30.219

Cooper City Hall: I you know, Mr. Manager, I commend you. You you built your team.

1596

03:58:30.580 --> 03:58:34.460

Cooper City Hall: You've got all the directors in place now. So now we

1597

03:58:35.040 --> 03:58:39.760

Cooper City Hall: we're you're you're toward the end of the ability to say

1598

03:58:40.410 --> 03:58:47.040

Cooper City Hall: that you can't do anything anymore, because you're fully staffed. So I'm excited for this opportunity, and I

1599

03:58:47.840 --> 03:58:48.640

Cooper City Hall: I

1600

03:58:48.950 --> 03:58:50.890

Cooper City Hall: we'll support your team.

1601

03:58:51.160 --> 03:58:53.300

Cooper City Hall: But now I think it's our turn to

1602

03:58:53.780 --> 03:59:00.780

Cooper City Hall: give you 2 weeks like like Commissioner, Shrouder said. And we're gonna hold your feet to the fire on all this stuff, so help us make us proud. Thank you.

1603

03:59:01.920 --> 03:59:03.150

Cooper City Hall: Turn.

1604

03:59:04.360 --> 03:59:07.290

Cooper City Hall: I have reviewed all the documents.

1605

03:59:07.460 --> 03:59:10.719

Cooper City Hall: I find Mr. Sheryl to be very

1606

03:59:11.730 --> 03:59:18.960

Cooper City Hall: qualified. I've not had the opportunity to speak with you as yet. but on paper you look great

1607

03:59:20.390 --> 03:59:21.670

Cooper City Hall: constructive.

1608

03:59:21.680 --> 03:59:34.379

Cooper City Hall: Comments were made by Commissioner Shrouder. Commissioner Katzmann. Commissioner Green even said you will accept it. The not so constructive.

1609

03:59:34.460 --> 03:59:35.490

Cooper City Hall: Comments

1610

03:59:35.680 --> 03:59:38.949

Cooper City Hall: you have to appreciate are not directed at you.

1611

03:59:39.330 --> 03:59:45.510

Cooper City Hall: She didn't get what she wanted, and that was her person in the position that she wanted.

1612

03:59:45.680 --> 03:59:48.029

Cooper City Hall: She got rid of the original

1613

03:59:48.130 --> 03:59:51.670

Cooper City Hall: public utilities

1614

03:59:51.800 --> 03:59:54.639

Cooper City Hall: person unilaterally did it.

1615

03:59:56.030 --> 04:00:08.549

Cooper City Hall: And I will ask you to be cautious of actually accepting because you're gonna have to deal with all 5 of us. Commission, Melosie included. He's not gonna like you

1616

04:00:08.900 --> 04:00:11.590

Cooper City Hall: because she didn't get her way now.

1617

04:00:11.870 --> 04:00:12.940

Cooper City Hall: truthfully.

1618

04:00:13.140 --> 04:00:17.440

Cooper City Hall: I'm proud of the city manager, but doing his job

1619

04:00:17.610 --> 04:00:21.620

Cooper City Hall: of what he was hired to do. and that is, make his team.

1620

04:00:21.890 --> 04:00:24.900

Cooper City Hall: You are now part of the team. Once we take the vote.

1621

04:00:26.940 --> 04:00:30.200

Cooper City Hall: It is a challenging position.

1622

04:00:31.530 --> 04:00:35.590

Cooper City Hall: It's more challenging, because sometimes this commission makes it as such

1623

04:00:37.160 --> 04:00:40.569

Cooper City Hall: we will not. I will not micromanage.

1624

04:00:41.010 --> 04:00:45.630

Cooper City Hall: but we will review. It will not tell you what temperature.

1625

04:00:47.020 --> 04:00:50.189

Cooper City Hall: Damn! That was ridiculous! And we're winding up paying for that.

1626

04:00:50.760 --> 04:00:53.200

Cooper City Hall: Having said that.

1627

04:00:53.650 --> 04:00:59.949

Cooper City Hall: The ideas of this, my friend is going to get the job, and I'll talk to the city manager doesn't cut it.

1628

04:01:00.380 --> 04:01:05.170

Cooper City Hall: Maybe it did. 12 years ago, or 11 years ago, when I wasn't on the Commission.

1629

04:01:05.910 --> 04:01:08.960

Cooper City Hall: but as such, now we do it the right way.

1630

04:01:09.200 --> 04:01:12.940

Cooper City Hall: City manager does a job. Nepotism no good.

1631

04:01:14.190 --> 04:01:18.650

Cooper City Hall: So I'm impressed with the fact that you've gotten this far

1632

04:01:19.190 --> 04:01:20.850

Cooper City Hall: that he's still sitting here.

1633

04:01:21.610 --> 04:01:26.460

Cooper City Hall: and the fact that you're willing to take on the challenges and the issues

1634

04:01:26.540 --> 04:01:27.610

Cooper City Hall: that we have

1635

04:01:28.340 --> 04:01:34.390

Cooper City Hall: with that unless there's anything sure, Commissioner Moses.

1636

04:01:34.460 --> 04:01:37.429

Cooper City Hall: he just said, with that, if there's anything else.

1637

04:01:38.510 --> 04:01:44.539

Cooper City Hall: Commissioner Mollus, are you gonna be able to work with him, or should we change out the Ngo rep. I don't want you sabotaging another public works. Correct

1638

04:02:09.620 --> 04:02:10.910

Cooper City Hall: point point of order.

1639

04:02:12.110 --> 04:02:20.010

Cooper City Hall: We have to move. We have to conduct the business of the city, and and and the and the back and the back and forth.

1640

04:02:20.350 --> 04:02:25.480

Cooper City Hall: The this one did that that one did this. This one didn't do that. This one made this one

1641

04:02:25.510 --> 04:02:27.150

Cooper City Hall: that's counterproductive.

1642

04:02:27.680 --> 04:02:37.240

Cooper City Hall: that's counterproductive mayor as as the senior person on this day is we need to move forward. And we also need to be transparent with who we're going to hire.

1643

04:02:37.390 --> 04:02:42.399

Cooper City Hall: We don't want to. And maybe he didn't view all the videos that the city manager did

1644

04:02:43.220 --> 04:02:50.980

Cooper City Hall: that has I hear what you're saying. But there is an item on the agenda. Then I'll call that. We then call the vote, sir.

1645

04:02:51.850 --> 04:02:58.969

Cooper City Hall: Commissioner Malows get to respond to character attacks. Okay. Just checking all the boat. Commissioner Malz. No.

1646

04:02:58.990 --> 04:03:28.910

Cooper City Hall: Commissioner Kassman. Yes, Commissioner Schrouter. Yes, Commissioner Green. Yes, Mayor Ross. Yes. Congratulations moving on to Resolution. 23. Deskt. 29. Jacob for the record. Mayor Commission, Adams Resolution City Commission, the city of Cooper City, Florida. Pre approving and designating certain qualified city administrative officers. City managers authorized to appoint to serve as acting city manager. Pursuant to section 4.0 1 3 of the city charter, limiting the pre approval of said of employees set forth here in through January fifteenth, 2020,

1647

04:03:29.290 --> 04:03:32.860

Cooper City Hall: 5, fighting for conflicts, fighting for severability, and providing a part effectiveness

1648

04:03:33.500 --> 04:03:35.849

Cooper City Hall: by Commissioner Katzman, second by

1649

04:03:37.150 --> 04:03:41.010

Cooper City Hall: by Commissioner Schroeder, commission, catchment and Commission Schroeder.

1650

04:03:41.550 --> 04:03:47.420

Cooper City Hall: Commissioner Green. Commissioner Malzi. call the vote Commissioner Melozi

1651

04:03:47.650 --> 04:04:13.090

Cooper City Hall: Commissioner Katz, new Commissioner Shrouder. Yes, Commissioner Green. Yes, Mayor Ross. Yes. Moving on to the ordinance, first reading 23. Dash 24. Jacob. Thank you. Mayor. Commissioned items and ordinance to the city. Cooper City, Florida, amending ordinance, number 2320, adopted on September 20 sixth, 2023, fighting for an amended budget for fiscal year 2320 24 for the city attached to exhibit. Incorporate herein for conflict, for severability, and fighting for an effective date. You have a motion

1652

04:04:15.080 --> 04:04:17.570

Cooper City Hall: motion by Commission Kathryn. Second by

1653

04:04:18.720 --> 04:04:23.320

Cooper City Hall: having no second. it will die by Commissioner Green.

1654

04:04:24.820 --> 04:04:28.189

Cooper City Hall: Commissioner Katzmann. Commissioner Green.

1655

04:04:28.720 --> 04:04:34.460

Cooper City Hall: Commissioner Shrouder, Commissioner Melosie all about Commissioner Malazi.

1656

04:04:35.220 --> 04:04:42.510

Cooper City Hall: Commissioner Katzmann, yes, Commissioner Schroeder no Commissioner Green. Mayor Ross. Yes, moving on to the city management report.

1657

04:04:43.670 --> 04:04:52.020

Cooper City Hall: Thank you, Mayor. I have 3 items on the agenda, just a couple of additional. Beyond that. The first item is a on transfer amendment

1658

04:04:52.040 --> 04:05:07.459

Cooper City Hall: related to administration salaries. These, as I mentioned earlier, these were originally proposed in an ordinance, but to be consistent with what we've done in the past. We have 3 separate fund transfer amendments. The first is related to the Admin

1659

04:05:07.470 --> 04:05:19.710

Cooper City Hall: budget, the second to the Tree Trust Fund, and the third to the Police Compensation Fund. Barbara Hastings is here. If there's any specific questions as it relates to those items.

1660

04:05:19.950 --> 04:05:31.539

Cooper City Hall: I think, how we've handled those in the past. The last round we had was in August. We had just a motion on each one to to approve them, and then we'll go ahead and also post those on our website as well.

1661

04:05:36.750 --> 04:05:42.640

Cooper City Hall: Thank you. So, Mr. City manager, any discussion on this.

1662

04:05:43.070 --> 04:05:45.730

Cooper City Hall: you have permission. Charter.

1663

04:05:46.030 --> 04:05:51.450

Cooper City Hall: Okay, so the administrative one you're doing under your authority.

1664

04:05:56.450 --> 04:05:57.459

Cooper City Hall: Say, yes or no.

1665

04:05:59.350 --> 04:06:02.099

Cooper City Hall: It's a transfer

1666

04:06:03.160 --> 04:06:06.589

Cooper City Hall: over. It's 23,000.

1667

04:06:06.930 --> 04:06:14.210

Cooper City Hall: you're under the amount right part of me. You're under your 2 and a half percent.

1668

04:06:14.460 --> 04:06:18.790

Cooper City Hall: It it is under the overall, 2 and a half percent.

1669

04:06:19.610 --> 04:06:21.919

Cooper City Hall: so that one you don't need a vote on right?

1670

04:06:22.750 --> 04:06:26.629

Cooper City Hall: Just double check. 1 s, sir. That should be a notification, I think.

1671

04:06:27.290 --> 04:06:36.379

Cooper City Hall: And so the Tree trust one. I'm just wondering what it was that went over on that.

1672

04:06:37.710 --> 04:06:41.350

Cooper City Hall: Barbara. Would you like you've been waiting patiently? Would you like to touch on that one.

1673

04:06:45.160 --> 04:07:00.400

Cooper City Hall: Good evening, Mayor Commission, the the Tree Trust is related to a we had budgeted revenues and they didn't come in accordingly, and we had transferred out to the general fund

1674

04:07:00.840 --> 04:07:05.399

Cooper City Hall: and that caused the fund to be overexpended. So we're

1675

04:07:05.430 --> 04:07:10.019

Cooper City Hall: we're and we're recommending that you remove it from fund balance

1676

04:07:10.350 --> 04:07:14.269

Cooper City Hall: to balance that fund. But do we have a budgeted transfer out?

1677

04:07:14.350 --> 04:07:21.540

Cooper City Hall: Yes, it was in the budget. I wonder what that was for?

1678

04:07:22.320 --> 04:07:25.209

Cooper City Hall: Oh, okay, trimming, are you? I mean, you might have put that there.

1679

04:07:25.720 --> 04:07:39.429

Cooper City Hall: Okay, whatever. And then the confiscation one. We never approved the use of confiscation funds for any item. I don't know what that is. Well, what happened with the confiscation last year. The budget was approved with revenues

1680

04:07:39.470 --> 04:07:43.320

Cooper City Hall: for confiscation, and there was none that came in.

1681

04:07:43.460 --> 04:07:45.840

Cooper City Hall: So expenditures were

1682

04:07:45.960 --> 04:07:55.090

Cooper City Hall: or budgeted. And so that's why that fund came. In short, yeah. But if if your revenues don't come in, that's fine, you know the amendment. But I don't remember

1683

04:07:55.610 --> 04:08:02.780

Cooper City Hall: ever approving budgeting budget use of this those funds. What do we approve? Budget use of confiscation funds where I'm

1684

04:08:03.070 --> 04:08:16.360

Cooper City Hall: I don't think we did. Yes, the budget, the amend, the budget. The original budget had $20,000 for forfeited property that was budgeted and approved in the 2223 budget.

1685

04:08:18.050 --> 04:08:32.569

Cooper City Hall: And we we didn't get any of that. No, no, that's the revenue, but yes, revenue. So the revenue. So we had a 15,000 in program, which is the explorer program

1686

04:08:33.240 --> 04:08:42.660

Cooper City Hall: and the broward sheriff. There was a 5,000, so there was 20,000 in expenditure. No, I'm looking at the 94,000.

1687

04:08:43.930 --> 04:08:44.620

Cooper City Hall: Yeah.

1688

04:08:45.790 --> 04:08:52.149

Cooper City Hall: yeah, I know we never voted on authorizing any expense of that which has to come before the City commission.

1689

04:08:53.290 --> 04:09:03.550

Cooper City Hall: Good evening, and Mayor Commission City manager. So the 94,880 and green in my mind, was in November 2021.

1690

04:09:03.590 --> 04:09:04.899

Cooper City Hall: That is.

1691

04:09:05.220 --> 04:09:10.629

Cooper City Hall: that went forward to this commission was approved for the purchase of the

1692

04:09:11.000 --> 04:09:23.400

Cooper City Hall: surveillance platform. A, the message board camera platform. some Lpr platforms, all that were going to eventually included into the future Rtcc.

1693

04:09:23.520 --> 04:09:27.150

Cooper City Hall: The prior, the prior Manager.

1694

04:09:27.170 --> 04:09:38.300

Cooper City Hall: and propose to use that funding from the L Atf. Funding, but that was approved by the Commission, but not from, not from the use of Letf funds. We approved the purchase from something else we need to resolve.

1695

04:09:38.600 --> 04:09:50.049

Cooper City Hall: Yeah, okay, so he's a criminal. Take your little handcuffs and go arrest that guy. We did not authorize that, and State law does not allow use of those funds without authorization by the City Commission. This moving of money is not acceptable.

1696

04:09:50.590 --> 04:10:11.030

Cooper City Hall: II understand the I did want you to know what the purchase was for. Yeah, and it wasn't November of 2,021, approved by the Commission. What did you have to do when you wanted to

get something approved by the County Commission with funds. You had to go in front of the County Commission, use the funds right. I had to present it to legal to verify that it was a valid use of those funds, and then I had to present to the County Commission.

1697

04:10:11.110 --> 04:10:12.279

Cooper City Hall: Oh, the the heat!

1698

04:10:12.290 --> 04:10:20.039

Cooper City Hall: You guys got to figure that out that shouldn't have been spent. You can't just move that that guy couldn't just move it. We didn't approve the use of of ledf funds on something.

1699

04:10:20.130 --> 04:10:25.340

Cooper City Hall: and then he just somebody just moves money around. I mean, how does this happen, Jacob? But this money just

1700

04:10:26.140 --> 04:10:34.220

Cooper City Hall: who in in over there is writing checks, booking things to unapproved amounts. Fisher, I understand the question I'd have to defer to your finance department.

1701

04:10:35.710 --> 04:10:43.730

Cooper City Hall: I mean, this is so wrong. And and I. So they just money was moved on arp on Arpa. Things that that's this is not legal.

1702

04:10:45.560 --> 04:10:53.590

Cooper City Hall: I know, but somebody when they go write a check and they're entering a Gl number, and there's no money approved in it. How is that being checked being sent out?

1703

04:10:56.170 --> 04:11:07.460

Cooper City Hall: He's got a free guys. Give her a call Joe Napoli, and find out where he's gonna find that money from, because that's that is illegal. and that that when I'm talking about the fence that that happened. I'm still mad about the fence that they illegally purchased

1704

04:11:07.560 --> 04:11:12.540

Cooper City Hall: the one around the police department. They illegally purchased that in violation of State law with money from there.

1705

04:11:14.690 --> 04:11:15.910

Cooper City Hall: and it's not permitted

1706

04:11:19.630 --> 04:11:23.490

Cooper City Hall: that funds was sent out to cops to go bust people so we can redo our infrastructure.

1707

04:11:27.120 --> 04:11:32.659

Cooper City Hall: Well, that you could. That's not a notification that can't be used. And you guys got to figure out where that money went from.

1708

04:11:37.010 --> 04:11:52.220

Cooper City Hall: So somebody in the police confiscated fund original budget for 2223,

1709

04:11:52.720 --> 04:11:53.750

Cooper City Hall: yeah.

1710

04:11:57.210 --> 04:12:00.769

Cooper City Hall: Never budgeted the use of 90 something 1,000,

1711

04:12:01.490 --> 04:12:07.599

Cooper City Hall: or approve the individual items. Not only do you have to. Would you have to budget? You have to actually approve the use of it

1712

04:12:07.670 --> 04:12:14.339

Cooper City Hall: can just do that. They already tricked me on the police explorers for 15,000 with that slide?

1713

04:12:17.410 --> 04:12:27.670

Cooper City Hall: 94. Yeah, the 94,000, 888 that we're discussing, that the the chief brought up

1714

04:12:27.710 --> 04:12:36.710

Cooper City Hall: that is actual at the end of September thirtieth. 2022.

1715

04:12:36.960 --> 04:12:52.520

Cooper City Hall: That is, 2 years ago. I'm talking about the budget. We're doing this budget amendment for Budget year 2223, which started October of 22 and ended 9, 30, 23.

1716

04:12:52.650 --> 04:12:58.500

Cooper City Hall: That's the budget we're amending the 94 that is being referred to as the previous year.

1717

04:12:59.550 --> 04:13:06.260

Cooper City Hall: The original budget for 2223, $5,000 for Bso.

1718

04:13:06.850 --> 04:13:11.290

15,000 for the police explorer program.

1719

04:13:11.560 --> 04:13:13.740

Cooper City Hall: That's the 20,000.

1720

04:13:13.810 --> 04:13:25.350

Cooper City Hall: And what had happened is in that original budget that for the fiscal year just ended there was a forfeited property for 20,000, which was budgeted

1721

04:13:25.680 --> 04:13:26.849

Cooper City Hall: for revenue

1722

04:13:26.990 --> 04:13:36.840

Cooper City Hall: that did not come in. You don't, you don't? But you don't have to do an amendment. If your revenue didn't come in as as anticipated, because there's money in the fund, so you don't have to. But either way

1723

04:13:37.070 --> 04:14:00.129

Cooper City Hall: we have never authorized. We've never taken a vote on the use of Ledf funds under State law. The governing body has to vote to use that money. We have not done that. So we've we've done it, Commissioner. We've done it with regards to the 20,000. No, we didn't. It was we never did. It was it was they claimed, when they pulled. Here's the problem. When we approved the budget, they said, exhibit A, and they never gave us the exhibit. A

1724

04:14:00.140 --> 04:14:23.109

Cooper City Hall: that's what happened. I could. Honestly I recall the captain coming forward asking for the 15,000. I do believe we took a vote on that. I could be wrong, but that's how I recollected, and and the additional 5,000. No. I even sent the captain to get the $15,000 before the year ended. So because it was supposed to be in the general fund, so the money wouldn't get rolled over and they wrote a check. Everything. Why would we do that from the Alex?

1725

04:14:23.180 --> 04:14:33.780

Cooper City Hall: Because the money stays there. that's not what happened. And and on this form. Let me pull this thing back up because the one you guys gave us doesn't have that. It's number on it. Which one. the

1726

04:14:35.190 --> 04:14:37.839

Cooper City Hall: 94, 9, 8, 8. Yeah, it's on the thing

1727

04:14:40.960 --> 04:14:44.880

Cooper City Hall: that's and that, how'd that happen? I want to know about that money.

1728

04:14:46.480 --> 04:14:48.489

Cooper City Hall: 94, 8, 8, 8, sir.

1729

04:14:48.720 --> 04:14:53.459

Cooper City Hall: Yeah, I was. I mean, we can certainly follow up on that. You know. II

1730

04:14:54.030 --> 04:15:04.569

Cooper City Hall: Well, that said end of of not September. That was a prior. Yeah, that would have been a prior year before the the budget year. The item that we have this evening

1731

04:15:04.620 --> 04:15:06.270

Cooper City Hall: related to

1732

04:15:06.470 --> 04:15:10.230

Cooper City Hall: is, that's that's a year prior to that, sir.

1733

04:15:10.390 --> 04:15:14.020

Cooper City Hall: and we can definitely follow up on it. But what are you going on here?

1734

04:15:15.060 --> 04:15:18.099

Cooper City Hall: All right. Well, the other one we didn't approve. We didn't approve the 20,000.

1735

04:15:19.330 --> 04:15:20.690

Cooper City Hall: We never did a vote.

1736

04:15:20.960 --> 04:15:24.379

Cooper City Hall: Okay, what do you have to do to use Ltf funds at a quota?

1737

04:15:25.530 --> 04:15:27.789

Cooper City Hall: What do you do to use L. Ets funds instead of

1738

04:15:28.070 --> 04:15:40.659

Cooper City Hall: they can only be used for very limited on daily operational purposes, under the statute that requires approval by the governing board and a request by the police chief. Correct? Alright. So where's the writ request by the police chief and approval by the governing board?

1739

04:15:41.870 --> 04:15:46.590

Cooper City Hall: There wasn't. It? Didn't happen. So we're not. We're can't, just can't break the law.

1740

04:15:48.830 --> 04:15:53.020

Cooper City Hall: And now I want to know about this 90, whatever 4,000. How'd that just show up.

1741

04:15:53.520 --> 04:16:01.819

Cooper City Hall: although that's not the issue for the team. Oh, it's on the paper on the 94,888,

1742

04:16:02.920 --> 04:16:04.439

Cooper City Hall: the 20,000.

1743

04:16:06.050 --> 04:16:13.679

Cooper City Hall: No authorization. There was no request by the police chief to use Ltf funds with a justification that falls under the statute, whether it's something or whatever.

1744

04:16:14.190 --> 04:16:16.600

Cooper City Hall: 9 whatever. Yeah.

1745

04:16:16.910 --> 04:16:21.500

Cooper City Hall: okay, says this, this, and a vote by the City Commission. I know as I look at these funds.

1746

04:16:21.720 --> 04:16:23.499

Cooper City Hall: and all of a sudden money moved out of it.

1747

04:16:25.560 --> 04:16:34.470

Cooper City Hall: Then what I'm going to ask is for separate motions on item 24 and 2523. We don't need it. It's within the 2 and a half percent?

1748

04:16:34.780 --> 04:16:44.160

Cooper City Hall: Do I have a motion to approve the fund transfer on item number 24. But do we have to? Or is that an application so moved. I have it by information

1749

04:16:44.200 --> 04:16:52.549

Cooper City Hall: required on 24. I would recommend motions on those 2, because that changes it. Because now why is it? Is that unbalanced changing.

1750

04:16:52.740 --> 04:16:57.929

Cooper City Hall: I thought, that's quite a question. Is that a specific fund? And is that part of the general fund that's retrust

1751

04:16:58.290 --> 04:17:18.390

Cooper City Hall: revenue?

1752

04:17:18.460 --> 04:17:21.370

Cooper City Hall: Yup State law? We got an ag opinion on it

1753

04:17:24.570 --> 04:17:39.159

Cooper City Hall: right? Even if even if yeah, you guys can't do it in time. Because you need you got that. We have that emergency meeting. Now let me know when you're gonna schedule. It's gonna be 10 days out. We gotta do it by within 6 days end of this year. So, Mayor, are we gonna table these 2 items? Because obviously, we're not moving forward in 2.

1754

04:17:39.350 --> 04:17:41.670

Cooper City Hall: Okay? So, Commissioner Schroeder.

1755

04:17:42.150 --> 04:17:46.519

Cooper City Hall: it's not going to get done tonight. You're saying that we can't table it so

1756

04:17:46.900 --> 04:17:57.110

Cooper City Hall: there isn't any course of action that we can take. Mr. Mr. Horowitz, Mr. Horowitz. Yes, I like Mr. Horace, what is your recommendation? Moving forward.

1757

04:17:58.300 --> 04:18:05.919

Cooper City Hall: Mayor? Commissioner, we looked at these items. The manager and I have discussed these items in some detail, and they were initially presented on the Commission in a form of an ordinance

1758

04:18:06.290 --> 04:18:08.570

Cooper City Hall: which would embrace all of these different changes.

1759

04:18:10.860 --> 04:18:24.380

Cooper City Hall: I can't entirely speak to why, there was a change in the way that they were presented. Again. if if they are, if we are moving funds between funds, they require a budget amendment the same way in which the initial budget was adopted.

1760

04:18:24.400 --> 04:18:28.909

Cooper City Hall: that that's consistent with state law. Okay, so do, did we do we have that?

1761

04:18:29.050 --> 04:18:42.010

Cooper City Hall: Did we do 2 questions. I'd like like to find. I see Hastings about the weigh in, and I'd like to get the finance director like. So this, as as the attorney mentioned, this was on as an ordinance

1762

04:18:42.090 --> 04:19:08.350

Cooper City Hall: to be approved. Now there's a limitation. This is an ordinate. This is an amendment to the previous year's budget 2223, according to State law, and and the attorney can advise on that. It has to be done at no later than 60 days after the end of the fiscal year which puts it at November thirtieth. If this item is not approved.

1763

04:19:08.410 --> 04:19:15.610

Cooper City Hall: then we will get they notice from, because we will be in violation.

1764

04:19:16.480 --> 04:19:40.340

Cooper City Hall: So I'm gonna ask, Mr. I'm Gonna ask Mr. Horowitz, Mr. Horowitz, do we have to have another meeting to approve these 2 items, if I may make a suggestion. And and again, I'd I'd like the opportunity to look a little closer. This I would recommend this evening. You have these items on the agenda approve them by motion this evening, if there is a need to call a special meeting, we'll get with the manager in the morning and reconfirm whether that is necessary under stable

1765

04:19:40.530 --> 04:19:47.580

Cooper City Hall: motion, to approve. I've got it by Commissioner Green, second by Commissioner. Excuse me, Mayor Ross.

1766

04:19:48.690 --> 04:19:50.309

Cooper City Hall: any further discussion.

1767

04:19:59.810 --> 04:20:02.929

Cooper City Hall: It would need to be approved by November thirtieth

1768

04:20:04.500 --> 04:20:06.149

Cooper City Hall: 60 days. A.

1769

04:20:06.470 --> 04:20:08.709

Cooper City Hall: Yeah, you're saying

1770

04:20:08.900 --> 04:20:09.790

Cooper City Hall: 1 0.

1771

04:20:10.570 --> 04:20:14.310

Cooper City Hall: That's what Jacob's gonna figure, Jacob will. And

1772

04:20:16.070 --> 04:20:17.640

Cooper City Hall: that's what Jacob just said.

1773

04:20:19.320 --> 04:20:20.230

Cooper City Hall: Call the vote.

1774

04:20:21.850 --> 04:20:26.419

Cooper City Hall: Can you do it as a can you do as an ordinance? Ask me if you do as an ordinance.

1775

04:20:26.540 --> 04:20:30.729

Cooper City Hall: and may I just 1 point in relation to

1776

04:20:30.810 --> 04:20:37.179

Cooper City Hall: the forfeiture fund. I know Commissioner is saying that it was not approved

1777

04:20:37.530 --> 04:20:42.840

Cooper City Hall: the 15,000, and the 5,000 was not approved by commission action.

1778

04:20:42.910 --> 04:20:49.640

Cooper City Hall: But this was the original budget that was brought forward that was approved

1779

04:20:49.720 --> 04:20:51.540

Cooper City Hall: September of

1780

04:20:52.060 --> 04:20:59.350

Cooper City Hall: 2,022. I didn't say it wasn't budgeted, because I don't believe it was. You guys said it was. That's fine.

1781

04:20:59.550 --> 04:21:04.359

Cooper City Hall: The actual budgeting alone is not sufficient under State law. Actual expenditure.

1782

04:21:04.570 --> 04:21:12.020

Cooper City Hall: regardless whether you budget for it has to be recommended by a police chief, the governing body, and then independently voted on. You can't ratify it via budget.

1783

04:21:12.690 --> 04:21:16.270

Cooper City Hall: So I mean, I don't expect you to know that your area? But

1784

04:21:16.300 --> 04:21:23.400

Cooper City Hall: that's that's my point, my question. You have 2 questions, 2 different. Can you make this an ordinance?

1785

04:21:23.970 --> 04:21:32.890

Cooper City Hall: But may may I interject just for a moment, when when we discuss and and we and and some of us have had discussions, Commissioner? Yeah. And I had, as well

1786

04:21:33.060 --> 04:21:41.600

Cooper City Hall: as it relates to. We originally proposed the ordinance in shifting to the the motions related to transfers.

1787

04:21:42.250 --> 04:21:44.489

Cooper City Hall: via via motion.

1788

04:21:44.930 --> 04:21:54.040

Cooper City Hall: And and so that's that's one of the reasons why we've pivoted obviously away from the ordinance, and and as it relates to the transfers.

1789

04:21:54.060 --> 04:21:57.670

Cooper City Hall: or know about my discussion, so the ones we discussed

1790

04:21:58.010 --> 04:22:17.519

Cooper City Hall: was administrative salaries. Okay, which would be under the general fund, and that does not increase the overall fund amount. So you could do it via your notifying. Okay, not the tree and the police confiscation. I don't think that was on the one that you guys gave me. Now, remember, I didn't get to see the agenda till Friday, when I was getting on a plane, so I might have missed that.

1791

04:22:17.660 --> 04:22:38.880

Cooper City Hall: I would have said something about the police one. I thought what was sent to me was administrative. One and roll over. Those are the 2 II had looked at the one we approved up above. No. Those 3 items were in the in the second ordinance, the Adm, the Admin, the Tree Trust, and the police confiscation they were in. Okay. So I was only reading the admin.

1792

04:22:39.320 --> 04:23:02.669

Cooper City Hall: so we couldn't have done. I mean, maybe we could have put them on one. So the admin one did not need to be done by ordinance if we were, gonna do it by ordinance. We have to have

2 readings. So we have that today. And another meeting called. So I said, instead of bothering everybody, just do it on your notification thing. I didn't realize you had 2 other funds under here which overall appropriations of those funds are increasing to state law required by ordinance. So we need it tonight.

1793

04:23:02.670 --> 04:23:10.569

Cooper City Hall: and another meeting in 10 days. May may I? May I make a suggestion and try to offer solution. Parent commission. There was an ordinance on

1794

04:23:10.820 --> 04:23:34.109

Cooper City Hall: this evening's agenda. The ordinance was published, not currently on your version of the agenda before you this evening, but the agenda was published with an ordinance. If I may read the title of that ordinance into the Record this evening, we can adopt that ordinance which includes these fund transfers on first reading. If there is a need to call a special meeting to have second reading between now and the end of the month we'll coordinate with the manager and with your finance director. To accomplish that meeting

1795

04:23:35.700 --> 04:23:41.469

Cooper City Hall: I have a point of information, point of information or point of order. Point of information. Okay.

1796

04:23:45.240 --> 04:23:48.740

Cooper City Hall: why was this change? If this was already an audience.

1797

04:23:49.730 --> 04:23:52.519

Cooper City Hall: we had this. and it was an ordinance.

1798

04:23:53.560 --> 04:23:55.119

Cooper City Hall: Why did you change this.

1799

04:23:56.300 --> 04:23:58.560

Cooper City Hall: I'm not asking you

1800

04:23:58.650 --> 04:24:01.310

Cooper City Hall: no offense. Bank. Detroit.

1801

04:24:03.070 --> 04:24:17.249

Cooper City Hall: No, because you can't act cause you didn't change over there. She's asking Jacob. No, but I mean you didn't you? Didn't you didn't? Not not asking. I'm not asking Jacob. I'm asking the city manager. So this was on our agenda. Yes, ma'am, why did you. Why did you deviate?

1802

04:24:17.290 --> 04:24:24.070

Cooper City Hall: Because this is apparently now causing a cluster, and I'm curious. Why did you? Why did you change it? Yes.

1803

04:24:24.100 --> 04:24:29.429

Cooper City Hall: we pivoted away. Oh, but there's a reason. So what? Let them finish.

1804

04:24:29.620 --> 04:24:41.330

Cooper City Hall: And so we originally had it on as an ordinance, and had some additional discussion, and and and Commissioner shrouder, and I did speak as well related to that item as I worked through our agenda reviews with others.

1805

04:24:41.560 --> 04:24:43.639

Cooper City Hall: And so they're.

1806

04:24:43.810 --> 04:24:57.760

Cooper City Hall: you know, from those discussions. The thought was. Or my takeaway was that we could look to go ahead and instead of do an ordinance read to do a budget Budget Fund transfer amendments.

1807

04:24:57.960 --> 04:25:03.640

Cooper City Hall: And so that was the decision that was made to transfer. Oh, to

1808

04:25:03.920 --> 04:25:08.080

Cooper City Hall: to switch away from there to those 3 proposed

1809

04:25:08.200 --> 04:25:10.469

Cooper City Hall: fund transfer slash amendments.

1810

04:25:10.590 --> 04:25:14.090

Cooper City Hall: Finish it up. Because if it was an ordinance, we had to pull another meeting.

1811

04:25:14.320 --> 04:25:36.719

Cooper City Hall: Okay. But, Commissioner, shrouder. That is correct. Okay, so here's okay. So no, no, no, no, no, no. First of all, you're not the only one on the Commission to decide that. So what I'm hearing you're absolutely correct, and what I'm hearing the city manager say is that they p. He pivoted away

1812

04:25:36.740 --> 04:25:42.690

Cooper City Hall: from the ordinance based on the conversation that he had with you, who only represents one-fifth of this

1813

04:25:42.700 --> 04:26:11.779

Cooper City Hall: of this organization you keep saying. And yet and yet the law says that Commissioner shrouder, and that we're and what we're looking at. We're not looking. You're you're talking that the ordinance is not there. Yeah, that's that's exactly what you're doing. So not getting it, Scott, to go back to information. You don't need to gavel, because I'm gonna go back to my point of information. Go ahead.

1814

04:26:12.120 --> 04:26:14.560

Cooper City Hall: So my point of and let me finish.

1815

04:26:15.110 --> 04:26:20.619

Cooper City Hall: So this is where I was leading to. You had

1816

04:26:20.840 --> 04:26:23.170

Cooper City Hall: this on the agenda.

1817

04:26:24.710 --> 04:26:26.039

Cooper City Hall: and it was an ordinance.

1818

04:26:28.290 --> 04:26:31.629

Cooper City Hall: Then. after agenda reviews.

1819

04:26:33.000 --> 04:26:34.370

Cooper City Hall: you decided

1820

04:26:34.710 --> 04:26:43.379

Cooper City Hall: that you did not need this as an ordinance. You decided that on your own, or you decided that after a conversation with

1821

04:26:43.500 --> 04:26:44.260

Cooper City Hall: Hmm.

1822

04:26:46.440 --> 04:26:59.989

Cooper City Hall: I would say was a follow up. After a discussion I had with Commissioner Schroder, but I did make the decision to pull off the ordinance and substitute it with these 3 items. Okay, so now, my follow up question to that statement.

1823

04:27:00.820 --> 04:27:07.930

Cooper City Hall: And I mean this in the nicest possible way. But it's not gonna sound nice and sorry. Not having a good night tonight.

1824

04:27:08.490 --> 04:27:15.069

Cooper City Hall: He is one person. and while he is an attorney. and while he is knowledgeable

1825

04:27:15.930 --> 04:27:18.980

Cooper City Hall: we pay someone a ton.

1826

04:27:19.030 --> 04:27:20.750

Cooper City Hall: Aspaka.

1827

04:27:20.760 --> 04:27:23.700

Cooper City Hall: We pay some one a ton of money.

1828

04:27:23.710 --> 04:27:28.340

Cooper City Hall: We also have a governing body in Tallahassee

1829

04:27:28.450 --> 04:27:36.019

Cooper City Hall: that is, at our beck and call. and that's all we literally have to do is pick up the phone

1830

04:27:36.190 --> 04:27:38.200

Cooper City Hall: and they will advise us.

1831

04:27:39.490 --> 04:27:54.029

Cooper City Hall: He is not to advise us. I had asked Jacob. Jacob agreed that if it was passed by ordinance, and you had to be within 60 days. You had to call another meeting which we don't have scheduled. You guys aren't understanding. No, I understand that.

1832

04:27:54.890 --> 04:27:58.259

Cooper City Hall: But this is not something that should be decided

1833

04:27:59.540 --> 04:28:11.639

Cooper City Hall: that way. You want to know why? Because the agenda was not pushed up so I hadn't reviewed it until Friday I didn't have. And I and I agree with you. And that's also another problem. But I'm not even going to get into that now.

1834

04:28:11.690 --> 04:28:26.180

Cooper City Hall: So when I saw it it wasn't broken out. No, I because it's not. It is. It's completely I don't get the agenda, and and I complain about it on a roost again. So no, no, that's not. Gonna that's not gonna that's not going to to solve this.

1835

04:28:26.370 --> 04:28:29.470

Cooper City Hall: So if we vote if we vote tonight.

1836

04:28:30.110 --> 04:28:38.479

Cooper City Hall: Jacob, then am I, am I allowed to change my point of information to Jacob now? Oh, go ahead. Okay, Jacob. If we vote on this

1837

04:28:38.980 --> 04:28:45.590

Cooper City Hall: ordinance that was originally published. That was then we deviated from.

1838

04:28:46.180 --> 04:28:59.189

Cooper City Hall: If we vote on that, and we vote yes, where the 2 items are in there. and you agree that this is the way it needs to go this vote, though, because it was originally published.

1839

04:28:59.640 --> 04:29:21.660

Cooper City Hall: This vote is valid. Yeah. The answer is, yes. Let me explain this very briefly. Why? Because this is a procedural issue. The substance of the amendments are still on your agenda. The substance of the or of the amendments have not changed. This is simply a procedural issue. There was an ordinance published on your agenda, but your permission, Mayor, then it was removed, but but the substance of the ordinance was not removed.

1840

04:29:21.850 --> 04:29:38.490

Cooper City Hall: The substance of the ordinance is still on your agenda in items 2324, and 25, as we've been, as we've been discussed. Okay, procedurally. an ordinance was prepared by our office along with your finance department, which embraces those amendments

1841

04:29:38.540 --> 04:29:49.079

Cooper City Hall: that ordinance was published on your agenda, and for procedural reasons, as was described, it was removed and and essentially reframed in the manner that you currently see

1842

04:29:49.200 --> 04:30:15.960

Cooper City Hall: discussion this evening. If I may, I'd like to read the ordinance into the record. So it is on the table for your collective consideration. Analyt the ordinance that was on the agenda reads as follows, it's ordinance 2023, dash 26, and ordinance to the city of Cooper City, Florida, amending ordinance, 2022, 22, adopted on September 20 seventh, 2022, providing for an amended budget for the fiscal year 2022, 2023 for the city, and that the budget be increased in the amount of

1843

04:30:15.960 --> 04:30:30.510

Cooper City Hall: $64,187, providing for conflicts, providing for severability, and providing for an as providing for an effective date, that ordinance which was on the agenda as of, I believe, this morning, is consistent with the items that are on your agenda as we speak.

1844

04:30:30.580 --> 04:30:41.529

Cooper City Hall: Commissioner Green, do you wish to withdraw your original motion just to approve the fund transfer. And now make a motion to approve that ordinance as read by Jacob Harris. Yes.

1845

04:30:41.680 --> 04:30:47.400

Cooper City Hall: and I will. Oh, I will. Second. Oh, okay. I thought I was sorry. No, I will second that also.

1846

04:30:47.570 --> 04:30:55.910

Cooper City Hall: Hearing no further discussion, call the vote. Commissioner Malos. Commissioner Katzmanner. Yes, Commissioner, Shrouder.

1847

04:30:57.550 --> 04:31:00.260

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

1848

04:31:00.400 --> 04:31:12.209

Cooper City Hall: moving on to item 25. Ask questions. Oh, that was 24 and 25. My apologies are we required now to have another meeting

1849

04:31:12.290 --> 04:31:14.289

Cooper City Hall: within before the end of

1850

04:31:14.430 --> 04:31:26.030

Cooper City Hall: the the answer is yes, and there is an advertising issue with regards to second reading of the ordinance. We'll get with the clerk's office tomorrow, and we will coordinate with your professional.

1851

04:31:26.240 --> 04:31:36.270

Cooper City Hall: was the question. You weren't sure I wasn't sure about what, whether or not we did another. There is. This is an ordinance. An ordinance requires 2 readings. There, there's there's no question

1852

04:31:36.310 --> 04:31:39.319

Cooper City Hall: that this will require a second reading of this ordinance.

1853

04:31:40.440 --> 04:31:50.170

Cooper City Hall: What? What I would like? Again Mr. Malos made an important comment. Earlier. There are resources in Tallahassee

1854

04:31:50.330 --> 04:31:54.539

Cooper City Hall: you've now adopted. Well, presumably you will have adopted ordinance on first reading

1855

04:31:54.600 --> 04:31:59.730

Cooper City Hall: that will have occurred within the 60 day time frame that that these statute contemplates.

1856

04:31:59.980 --> 04:32:09.839

Cooper City Hall: We will have your finance department call the contacts in Tallahassee to determine whether first reading is sufficient to have second reading at our first meeting in December.

1857

04:32:09.920 --> 04:32:26.760

Cooper City Hall: If we are advised by the State that this needs to be adopted on second reading. Within 60 days there will be a need for a second for a second meeting in November, and a special meeting before the end of the month, properly published, properly published properly. That why I had told them that

1858

04:32:27.070 --> 04:32:28.620

Cooper City Hall: because I didn't want to have to have

1859

04:32:30.590 --> 04:32:41.719

Cooper City Hall: right, that's why. So, although Jacob's gonna try to find us a way out of it. the presumption is, we might have to do it. So it wasn't that I made the decision good. I saw this on Friday.

1860

04:32:41.760 --> 04:32:56.689

Cooper City Hall: this. These 3 weren't broken out. They were lumped into a single ordinate, and I and I was getting ready to leave on a plane, and I said, the first time I saw it, hey, I think you're gonna have to do this, he called. Jacob. Jacob said, Yes, if we have to, we have to have 2 readings that we know by 60 days.

1861

04:32:57.370 --> 04:33:02.340

Cooper City Hall: and that's why prevented the second meeting. If you would

1862

04:33:25.349 --> 04:33:34.600

Cooper City Hall: if the revenues do not come in. I don't think you have to. I would need to confirm that I don't. I'm not comfortable with that answer, because that might prevent us from having another meeting. So

1863

04:33:34.880 --> 04:33:52.489

Cooper City Hall: I think the question really, for the State is whether first reading is sufficient within the 60 days, and I believe it may be to comply measurably because it the actions not final till you have both comply.

1864

04:33:52.619 --> 04:34:04.519

Cooper City Hall: We'll move on to the city attorneys report, and I know that the evening is getting late. I just have 2 quick items, Mayor Commission, if I may.

1865

04:34:04.520 --> 04:34:23.080

Cooper City Hall: At your last commission meeting you may recall the Commission adopted a resolution renaming a particular street American Legion way. Correct your your acting or interim. Public Works director sent a copy of that resolution to Broward County, Broward County had one comment on the resolution with regards to how that street is designated.

1866

04:34:23.080 --> 04:34:48.390

Cooper City Hall: They've asked that we amend the resolution to clarify the actual location of the street. With your collective permission, we'd like to take that as a scriveners issue. Make that change. We execute the resolution provided to the county just wanted the record to reflect that we intend to make that change with your Public Works Department. Second item, if I may. About 10 days ago, as you're aware, there was a hearing in our in our, in our lawsuit with Bso over the disputed pension funds.

1867

04:34:48.520 --> 04:35:16.650

Cooper City Hall: Our special counsel, Bob Clausner, is in the process of preparing a third amendment complaint consistent with the judge's direction. But we've seen a draft of that complaint we anticipate it being filed, I believe on Monday is his goal. Mr. Clousner has requested that I ask for a shade session under Section 2 87.0 1 one of the Florida statutes. I'm required to publicly request that session before it could occur for the record. It's case number CACE. 21, 6, 7, 2 2. We do not anticipate having that session before the end of the year.

1868

04:35:16.650 --> 04:35:22.519

Cooper City Hall: but we do need to go ahead and publicly make the request. We'll coordinate with your special counsel to set a date at the appropriate time.

1869

04:35:22.520 --> 04:35:46.330

Cooper City Hall: Thank you, Mayor Commission, that at all I have. Do we need direction in advance. There's a few items I'd like to highlight on it and just clarify with some updated

1870

04:35:46.419 --> 04:35:52.060

Cooper City Hall: information since the report was submitted. Firstly, I did want to let you know that the

1871

04:35:52.730 --> 04:35:57.229

Cooper City Hall: the activity that we have scheduled for Friday at Coops elementary is actually been posted.

1872

04:35:57.770 --> 04:36:02.120

Cooper City Hall: I don't have the new date yet, but when I do I'll I'll make sure that I let the Commission know.

1873

04:36:02.470 --> 04:36:27.740

Cooper City Hall: The aggressive driving and speeding Enforcement activities. And operations have continued into this month. In the past week we have issued in that enhanced service additional 77 citations, 40 of which were speeding the highest speed on this last operation was 88 miles an hour on Sheridan Street, and a 45 mile hour zone 30 residence

1874

04:36:27.740 --> 04:36:43.019

Cooper City Hall: so these are going to continue into the holiday season, just trying to keep our roadways safe and reminding the public the importance of monitoring their speeds, as we will be out there on the weekends included targeting, aggressive driving, and speeding in the city.

1875

04:36:43.150 --> 04:36:54.800

Cooper City Hall: Our code commercial Plaza initiative continues with no major concerns. We, on our October code enforcement suite that's that proactive sweep that happens during the evenings and weekends

1876

04:36:54.810 --> 04:37:01.539

Cooper City Hall: it was very successful. It was 101 citations that were issued in that proactive quality of life. Sleep.

1877

04:37:01.560 --> 04:37:22.009

Cooper City Hall: sweep, and out of those 66 were warning citations. 17 were followed up with non-compliance citations, and 18 for parking citations. So, more or less, you have about a 70 compliance rate, which is pretty decent. And then those that did not comply on reinspection were cited accordingly.

1878

04:37:22.020 --> 04:37:30.270

Cooper City Hall: I am, and excited to let the Commission know that I am looking to launch the brand new parking Enforcement

1879

04:37:30.290 --> 04:37:46.129

Cooper City Hall: team here in Cooper City by the end of the year. I already have the 2 volunteers trained up with uniforms. Ids. The vehicle is prepped, and we are just finalizing some initial training with them.

1880

04:37:46.130 --> 04:38:10.060

Cooper City Hall: as of last week Friday and some minor clerical training with them coming up soon, and then we'll be launching that as an enhanced service to the city, and that's a no cost to this city to address parking concerns which will include our classes with like handicap parking and fire Lane parking and so forth. So hopefully, I won't regret that with all the complaints that are gonna be flooding my phone. But

1881

04:38:10.060 --> 04:38:39.800

Cooper City Hall: hopefully. The Commission appreciates that new service as well. The Rtcc continues, be very successful in this city. During the month of October we had over a dozen cases that the Rtcc. Was involved in helping us solve for further an investigation. Those cases were again a variety of cases, including code cases. You know, parking issues stolen vehicles tags and so forth.

1882

04:38:40.210 --> 04:38:49.190

Cooper City Hall: Special notes. One suspicious death investigation that Rtcc was able to help further in October, which I think is significant.

1883

04:38:49.880 --> 04:39:03.639

Cooper City Hall: I did want to just highlight for our residents as we come into the holiday season. There's a lot of festivities. A lot of joyous celebrations. But it's also a time that we typically see a spike in suicides.

1884

04:39:03.660 --> 04:39:28.879

Cooper City Hall: While others are celebrating. There are portion of the community that feel isolated that feel lonely around the holiday season. And unfortunately, we did have a suicide case in our city just recently. So I just wanted to. Let the Commission and the public know. That it's very important for us as a community to keep an eye on our neighbors. If we see anybody withdrawing that we can get services to my team is able to help.

1885

04:39:28.880 --> 04:39:43.009

Cooper City Hall: I wanna remind the community that there's a new national suicide hotline. That's 9, 8, 8 again, 9, 8, 8, and of course, the 2, 1, one broward, and my team is always available for anyone who feels lonely and needs any assistance with mental health.

1886

04:39:43.200 --> 04:40:12.389

Cooper City Hall: I'm excited to let you know Santa letters is being ready to be rolled out next week. And again, that's your please explorers. Just making Christmas all the more lively for our children in Cooper City. So november 20 fourth, it'll actually go live, although we're setting it up in the station next week, and those deliveries will be going to our local children from November 20 ninth through December thirteenth, fourteenth, right up to where our Fd partners will bring Santa

1887

04:40:12.390 --> 04:40:30.350

Cooper City Hall: into our community. We have a holiday safety operational plan that's being launched and commencing the day after Thanksgiving. And that includes Commissioner Mali public service announcements on safety for what? You already see that we've started putting out there reminding people of our vacation home watch and so forth.

1888

04:40:30.390 --> 04:40:34.069

Cooper City Hall: Cop appreciation. Dinner is scheduled for December sixth.

1889

04:40:34.130 --> 04:40:49.450

Cooper City Hall: Those commission members that are not part of the clps. You're welcome to attend and be our guest. I will be sending the manager the formal invite. So you have all the clarity on when it is and when and where to what what time to report?

1890

04:40:49.660 --> 04:41:03.360

Cooper City Hall: And then, lastly, with the vacancy report, I just wanted to update that I do have a new deputy being assigned to me on Saturday, November eighteenth, which will put my sworn vacancies down to one. Now that concludes my report. Unless there's any questions.

1891

04:41:04.400 --> 04:41:08.790

Cooper City Hall: Commissioner will lose comment and comment

1892

04:41:08.920 --> 04:41:12.959

Cooper City Hall: every 22 min. They say a veteran commits suicide.

1893

04:41:13.170 --> 04:41:14.540

Cooper City Hall: So somehow

1894

04:41:14.600 --> 04:41:21.670

Cooper City Hall: the I know the American Legion is doing a campaign. They want everyone to reach out weekly

1895

04:41:21.780 --> 04:41:28.029

Cooper City Hall: to any veteran that you know. So if anyone is listening

1896

04:41:28.180 --> 04:41:29.960

Cooper City Hall: and knows a veteran

1897

04:41:29.970 --> 04:41:36.569

Cooper City Hall: make a put it. Put a notation in your phone to reach out. Just your suicide. Reminded me of that.

1898

04:41:36.620 --> 04:41:40.019

Cooper City Hall: on Saturday, I believe.

1899

04:41:40.400 --> 04:41:43.000

Cooper City Hall: Griffin Road.

1900

04:41:43.350 --> 04:41:49.459

Cooper City Hall: My my daughter had a name for it. I think she called it a ride out. Have you? Have you got checkles?

1901

04:41:49.940 --> 04:41:59.330

Cooper City Hall: Wow! Never saw anything like it. And, darlin, I've been to bike week. I've been to you name it, I mean, I ride.

1902

04:41:59.340 --> 04:42:06.749

Cooper City Hall: So wow! I mean, they were standing up. and the motorcycle is going down Griffin Road, and I was like.

1903

04:42:07.570 --> 04:42:12.610

Cooper City Hall: I motorcycles Atvs and hundreds of them.

1904

04:42:13.200 --> 04:42:41.040

Cooper City Hall: So if I may if I may shed a little light on that. We did monitor them, and and I wouldn't say chase them, but followed them escorted them out of the city. That group of motorcyclists were actually part of that Airbnb issue that I think all of you received a email on. So what happened is that there was a group of people that came from out of State rented multiple homes

1905

04:42:41.070 --> 04:42:54.570

Cooper City Hall: in South Florida and Broward County, one of which was the home in Cooper City. The other homes we identified were in Davey, and they brought with them a rented trailer with all those dirt bikes

1906

04:42:54.660 --> 04:43:08.979

Cooper City Hall: about a third of those rendezvoused at the Cooper City location which is generated that code complaint which we very quickly on Friday and Saturday addressed and opened up a new case on that home.

1907

04:43:09.020 --> 04:43:11.710

Cooper City Hall: But yes, Commissioner, that's what it was tied to

1908

04:43:14.490 --> 04:43:15.740

Cooper City Hall: any other questions.

1909

04:43:16.070 --> 04:43:20.069

Cooper City Hall: How many years experience does a new sworn officer have that we

1910

04:43:20.990 --> 04:43:24.420

Cooper City Hall: about 3 years. Experience. Mayor. Welcome.

1911

04:43:24.550 --> 04:43:40.909

Cooper City Hall: Mayorals, you have a moment just before the fire chief. I just had a couple of I just had in our haste to move through. I had a couple of other other items I just wanted to share with the board. If that's okay, no problem.

1912

04:43:41.910 --> 04:43:53.990

Cooper City Hall: I just wanted to provide just a couple of updates. One was an update to you all related to our ongoing efforts on the Cooper City solid waste. Rfp. And that process. Over the past several weeks

1913

04:43:54.110 --> 04:44:01.730

Cooper City Hall: a City Evaluation committee has met and really worked tirelessly towards a recommendation to be put before the Commission.

1914

04:44:01.820 --> 04:44:16.709

Cooper City Hall: The Evaluation Committee met again to day at 3 PM. For a third and final meeting on the bids that we received. And so at this juncture, and after the Evaluation Committee conducted a best and final offer from the top candidates.

1915

04:44:16.770 --> 04:44:33.160

Cooper City Hall: The Eval Committee, and, thanks to Chief Digiovanni, who was part of that committee, has made a recommendation to flow through city staff and myself, and will appear as 2 separate items for the Commission to consider those recommendations at the December twelfth

1916

04:44:33.330 --> 04:44:46.460

Cooper City Hall: City Commission meeting. One item will be related to bulk services, of which the highest ranked recommendation from the committee is EWS. And the second is related to overall solid waste and recycling services.

1917

04:44:46.470 --> 04:44:56.750

Cooper City Hall: and the highest ranked recommendation from the committee is coastal waste and recycling. and I just want to. I don't want to get into all the details, but city staff will be working diligently with the city attorney.

1918

04:44:56.760 --> 04:45:16.750

Cooper City Hall: Melissa Doyle and Kirk Buffington and myself to prepare a thorough staff report and recommendations for each of those 2 items again for Council's consideration at the December twelfth meeting, and just on that item, lastly, a reminder that the cone of silence is still in effect at this time, until that matter comes before you all

1919

04:45:16.980 --> 04:45:22.070

Cooper City Hall: and just 2 other items I wanted to update you on the elected officials assistant.

1920

04:45:22.140 --> 04:45:49.119

Cooper City Hall: We've been working on screen and candidates, and I appreciate all of your input as well, so far Staff and myself personally will be conducting kind of a first round of I'll say an interview. We have about 5 candidates that we're gonna try and start tomorrow from there my hope would be to shrink that list to one or 2 finalists, candidates. And then, once we have those finalists, I would like to set up one on one opportunity, interviews with each of you, with the one or 2 candidates

1921

04:45:49.120 --> 04:46:07.779

Cooper City Hall: to seek your feedback prior to offering the position to one of the candidates, and I would anticipate those second final interviews with you all would occur the week after Thanksgiving, or potentially the first week of December. So I'll be working with you all to coordinate those. And from there I'd make a decision, obviously for our final candidate to offer the position, too.

1922

04:46:07.990 --> 04:46:23.589

Cooper City Hall: And last. I just wanna say, I appreciate the Commission support tonight on this on the appointment of those 3 key staff pieces to the city's Leadership group. As Commissioner Katzmann said, I'm excited as well, and recognize, it's time for us to to get get get to work.

1923

04:46:23.670 --> 04:46:37.549

Cooper City Hall: and I also would be just quickly remiss if I didn't thank Tim Fleming for his service and assistance the last 5 months, working closely with me and and Tim thank you for your assistance. So Mayor, and commissioned those were the only items I had

1924

04:46:38.120 --> 04:46:41.609

Cooper City Hall: any questions earlier the garbage thing did. Yes, sir.

1925

04:46:41.760 --> 04:46:45.309

Cooper City Hall: did the overall price, and then come out lower than the bank now.

1926

04:46:45.940 --> 04:46:55.240

Cooper City Hall: and I'll say, Commissioner, I will hold off. Maybe I will. You will definitely have that full picture at our December meeting. But if I can hold off until then, just as a part of that

1927

04:46:55.370 --> 04:47:11.360

Cooper City Hall: packaging and process, you'll definitely have all those numbers. We're just working through kind of that analysis. But I'll say, maybe at a high level, Jacob kicked me if it's wrong, but I think we had very, comp very competitive pricing at a high level, and I think, you know we're very pleased on that, and we'll

1928

04:47:11.390 --> 04:47:16.500

Cooper City Hall: I want to give you all the details, and you'll certainly have all that information at our December meeting.

1929

04:47:21.760 --> 04:47:41.010

Cooper City Hall: Yes, we're we're definitely again. Yes, we're we're working. And actually, we when that committee broke up today, staff and and our team had a discussion just on making sure we put that forward. And so obviously recognizing it's a significant next step. So we'll we'll we'll make sure we have it to you all in sufficient time.

1930

04:47:43.830 --> 04:47:49.440

Cooper City Hall: Thank you. Thank you. Any other hearing none. Fire chiefs report.

1931

04:47:54.220 --> 04:47:57.820

Cooper City Hall: Good evening, Mr. Mayor. Commissioners, the manager.

1932

04:47:57.950 --> 04:47:59.329

Cooper City Hall: staff and residents

1933

04:48:00.930 --> 04:48:03.899

few highlights from my report.

1934

04:48:04.020 --> 04:48:08.760

Cooper City Hall: as you can see, we were very busy in the month of October.

1935

04:48:09.170 --> 04:48:17.609

Cooper City Hall: going out with our Bso. Life, safety educators as well as as station 28 crews

1936

04:48:17.770 --> 04:48:25.599

Cooper City Hall: for fire prevention month. We reached out to over 1,300 students during the month of October.

1937

04:48:27.230 --> 04:48:32.850

Cooper City Hall: We've also gone ahead and started our Santa signup program.

1938

04:48:32.990 --> 04:48:38.349

Cooper City Hall: It? It has been advertised in the website and on the newsletter

1939

04:48:38.750 --> 04:48:44.120

Cooper City Hall: our sign update is November 20 eighth. It will begin at 8 8 am.

1940

04:48:45.270 --> 04:48:49.179

Cooper City Hall: We will have Dle be placing

1941

04:48:49.340 --> 04:48:55.040

Cooper City Hall: one of the flashing signs out in front of the fire station. giving the same information.

1942

04:48:56.190 --> 04:48:58.030

Cooper City Hall: and that

1943

04:48:58.060 --> 04:49:01.329

Cooper City Hall: signs should be posted approximately. November twentieth.

1944

04:49:02.660 --> 04:49:11.269

Cooper City Hall: The Santa visit dates where Santa arrives on the fire. Truck will be December sixteenth, and seventeenth. That is, Saturday and Sunday

1945

04:49:11.980 --> 04:49:19.330

Cooper City Hall: sign up will be limited to 100 people, 50 people for Saturday, and 50 people. So for Sunday.

1946

04:49:21.420 --> 04:49:29.830

Cooper City Hall: Are also our fire hydrant design project is off and running.

1947

04:49:30.170 --> 04:49:31.259

Cooper City Hall: This week

1948

04:49:31.280 --> 04:49:35.839

Cooper City Hall: I'm going to be picking up the paints and supplies from Sheron Williams.

1949

04:49:36.300 --> 04:49:39.090

Cooper City Hall: and we look to start

1950

04:49:39.280 --> 04:49:42.249

Cooper City Hall: with the with the kids in a week or 2.

1951

04:49:42.680 --> 04:49:45.470

Cooper City Hall: It's going to be based on the school schedule.

1952

04:49:47.160 --> 04:49:51.560

Cooper City Hall: and so far I've met with 5 of the initial 8 schools.

1953

04:49:51.960 --> 04:49:59.850

Cooper City Hall: Everybody's on board, and we will go ahead, and I'm about meet with the remaining 3, and

1954

04:49:59.900 --> 04:50:06.829

Cooper City Hall: utilities will go out. They're gonna clean, the hydrants, get them ready to be painted. and then we can progress

1955

04:50:06.930 --> 04:50:10.460

Cooper City Hall: for that. So like, I say, we will start in the next week or 2.

1956

04:50:12.010 --> 04:50:12.760

Cooper City Hall: Any

1957

04:50:14.030 --> 04:50:15.469

Cooper City Hall: questions have achieved

1958

04:50:16.780 --> 04:50:17.450

Cooper City Hall: gene

1959

04:50:18.190 --> 04:50:20.280

Cooper City Hall: 8 schools. I thought we had

1960

04:50:20.400 --> 04:50:21.230

Cooper City Hall: Kevin

1961

04:50:22.080 --> 04:50:34.110

Cooper City Hall: in the city. Are you talking religious as well, we yeah, we've included some of the academies and and then we're gonna branch out after this initial phase is over.

1962

04:50:34.180 --> 04:50:43.750

Cooper City Hall: Then we're gonna be looking at branching out into others. and I noticed that the longest response time just shy of 15 min.

1963

04:50:43.890 --> 04:50:46.150

Cooper City Hall: But I don't see on there

1964

04:50:46.240 --> 04:50:50.029

Cooper City Hall: where 28 started from

1965

04:50:54.510 --> 04:50:59.510

Cooper City Hall: it was Yetbino power line. They went. Code one

1966

04:51:00.520 --> 04:51:10.359

Cooper City Hall: told me where the power line was, but didn't tell me where they started, gave me a whole explanation as to why it would be a long response. It could be this. It could be that it could be that

1967

04:51:10.450 --> 04:51:11.790

Cooper City Hall: you didn't tell me where

1968

04:51:14.430 --> 04:51:23.889

Cooper City Hall: I thought I made that clear the last. I don't know. 4 times again, the research that I'm privy to does not tell me where the unit is prior to

1969

04:51:24.140 --> 04:51:32.470

Cooper City Hall: the Alert going out when they're dispatched. It doesn't say where they're located. but you can get that because you haven't passed.

1970

04:51:33.560 --> 04:51:40.590

Cooper City Hall: I can. I can ask the captain if he calls the call, and where he was prior to that call going out.

1971

04:51:40.900 --> 04:51:52.499

Cooper City Hall: But it's still the time frame is the time frame. It's so you're telling me you don't keep track of your trucks. No, I'm telling you. I don't know where the trucks are. 24 HA day every day.

1972

04:51:54.210 --> 04:51:57.649

Cooper City Hall: I know which trucks are in in the city which is in service.

1973

04:51:57.920 --> 04:52:05.149

Cooper City Hall: but you don't know if they're over publics. They're constantly moving around on the air. No, I'm not, and they don't report it.

1974

04:52:05.650 --> 04:52:07.190

Cooper City Hall: They don't have a black box.

1975

04:52:07.970 --> 04:52:12.750

Cooper City Hall: No, they don't. They don't have to contact me every time they go on the air.

1976

04:52:13.960 --> 04:52:16.389

Cooper City Hall: Do they not have to tell you where they are?

1977

04:52:19.170 --> 04:52:27.949

Cooper City Hall: We have battalion chiefs that oversee the captains and and the lieutenant on the vehicles? They maintain the day-to-day operations.

1978

04:52:28.210 --> 04:52:36.490

Cooper City Hall: You have to lose some of the pads if you're really ready. So like, I said, you have found it out for us before. What do you do? You listen to CAD?

1979

04:52:37.670 --> 04:52:43.050

Cooper City Hall: No, like, I said. The cat shows me when they were dispatched when they went. Arrival

1980

04:52:43.080 --> 04:52:46.029

Cooper City Hall: doesn't say where their location was at the time.

1981

04:52:47.270 --> 04:52:58.250

Cooper City Hall: II gotta be honest unless I ask the individual officer on that truck to recall that incident and tell me, do you remember where you were when the call came in.

1982

04:52:58.990 --> 04:53:05.470

Cooper City Hall: Chief? That's the only have reports of we were at we arrived at. We left.

1983

04:53:05.660 --> 04:53:09.630

Cooper City Hall: I find that just amazing. The reports are

1984

04:53:09.880 --> 04:53:19.759

Cooper City Hall: specific as to when they go in route and when they go arrival and where they going from? No. And may I make a suggestion

1985

04:53:20.010 --> 04:53:21.659

Cooper City Hall: that that be included.

1986

04:53:22.720 --> 04:53:30.030

Cooper City Hall: Well, II think that information is not very necessary.

1987

04:53:30.980 --> 04:53:34.220

Cooper City Hall: Well. that that would have to come from

1988

04:53:34.410 --> 04:53:43.699

Cooper City Hall: the Fire Chief himself to get the reports to be rewritten. Mr. City Manager, can you please have the Fire chief? Give us where this incident took place from?

1989

04:53:44.880 --> 04:54:02.010

Cooper City Hall: You can't, because, cat you have to go to. II can't. Is not my vocabulary. If they are not filing the proper paperwork, if they are not following proper procedure, if they. If this is the first time that anyone ever asked, Hey, where did you start from that it took so long

1990

04:54:02.070 --> 04:54:03.549

Cooper City Hall: I would be amazed.

1991

04:54:03.980 --> 04:54:32.420

Cooper City Hall: But I think you owe it to every resident to find out where you started from. Were they over in Pember Pine serving them? Were they in Davey serving them. You have to go to Orcad, which is not in the in the authority of Bso to add that in because they don't, it's like the the only time, like the deputies, is a 51 in route to the call. They don't show where they're starting from. The only time they have, that is, if they're like transporting a prisoner required to notify. But that's not even entered in manually

1992

04:54:32.420 --> 04:54:34.030

Cooper City Hall: better or CAD.

1993

04:54:34.140 --> 04:54:36.349

Cooper City Hall: Okay, spoke to Orcad.

1994

04:54:36.920 --> 04:54:44.030

Cooper City Hall: Just the counting. We can't get the county. Am I doing your work when you're not including what should be included?

1995

04:54:45.270 --> 04:54:47.169

Cooper City Hall: I don't believe that's my work.

1996

04:54:47.500 --> 04:55:00.979

Cooper City Hall: We we have you better. Yeah, we have people in charge of operation response times and everything else. It's it's I've gone ahead and I've created everything that you've asked for.

1997

04:55:01.170 --> 04:55:06.170

Cooper City Hall: We violated our resolution to end at 110'clock, I believe. No, I think it's 1130

1998

04:55:06.250 --> 04:55:14.729

Cooper City Hall: is 1130. Yeah, alright, yeah. You have 2 min to grill him, and then we're ending alright. Yeah, I'm sorry for yelling guys, and I got you worked up. I'm yelling.

1999

04:55:15.450 --> 04:55:18.880

Cooper City Hall: I won't yell at him. I expect nothing less

2000

04:55:18.990 --> 04:55:21.619

Cooper City Hall: than information not terribly difficult.

2001

04:55:22.910 --> 04:55:29.730

Cooper City Hall: I've asked for it not once, twice, 3, maybe 4, or 5 times. But I'm still not getting it on the fire station.

2002

04:55:30.970 --> 04:55:49.060

Cooper City Hall: I will try and find out where the truck where you go from. That's the effort that needs to be made. I will try and find out where the truck originates from when it gets distracted, and then tell me what efforts you're making to make your system better, so that we can figure out where the trucks are at all times.

2003

04:55:49.900 --> 04:55:55.389

Cooper City Hall: I'll be glad to have a conversation with him

2004

04:55:56.470 --> 04:55:57.479

Cooper City Hall: or CAD,

2005

04:58:57.650 --> 04:59:01.330

Cooper City Hall: or were to tell us that there needs to be a second reading before the end of the month

2006

04:59:01.420 --> 04:59:02.559

Cooper City Hall: we'll work with them. And

2007

04:59:02.670 --> 04:59:03.350

that.

2008

04:59:03.510 --> 04:59:10.120

Cooper City Hall: And what if they say we don't need the amendment? If if there's no need for an amendment.

2009

04:59:10.620 --> 04:59:13.730

Cooper City Hall: and there'd be no further action that's required. Although we have pending

2010

04:59:13.990 --> 04:59:20.910

Cooper City Hall: amendment, you'll you'll you'll have. We could bring it up on the next agenda, and essentially either vote it down or withdraw the item.

2011

04:59:21.240 --> 04:59:26.750

Cooper City Hall: So I think the question to ask, though, is, whether or not you have to have, whether you even need an amendment

2012

04:59:27.760 --> 04:59:29.249

Cooper City Hall: because there's no

2013

04:59:29.360 --> 04:59:36.550

Cooper City Hall: increase in the budget appropriation. I would have to report to your finance team, but we we will do our due diligence in the morning and reconfirm

2014

04:59:37.770 --> 04:59:42.439

Cooper City Hall: anything else. Yeah, that was that was for you guys. See, Ron come back and Thanksgiving

2015

04:59:44.390 --> 04:59:48.280

Cooper City Hall: sign ordinance. We talked about this for years.

2016

04:59:48.700 --> 04:59:52.670

Cooper City Hall: I would like the sign Ordinance revised to be

2017

04:59:53.320 --> 04:59:55.590

Cooper City Hall: constitutional. How do we do that?

2018

04:59:58.110 --> 04:59:59.250

Cooper City Hall: Great? So

2019

04:59:59.310 --> 05:00:04.659

Cooper City Hall: our sign ordinance unconstitutional? It's constitutional.

2020

05:00:05.110 --> 05:00:19.749

Cooper City Hall: awesome, our our entire sign code. Respectfully, Commissioner is in need of an update. This is something I know that your planning department had spoken to in the past. Jason Jockley had spoken from that podium specifically about having a consultant brought in to specifically look at that issue.

2021

05:00:19.800 --> 05:00:23.229

Cooper City Hall: You were right that there was a decision by the Florida Supreme Court about

2022

05:00:23.370 --> 05:00:45.820

Cooper City Hall: 8 or 10 years ago, that speaks to the inability of local government to regulate content when it comes to signs. There are certain instances where ours, our ordinance does, in fact, address content like a grand opening and other language that needs to be cleaned up it it our our sign code needs to be cleaned up, there's no question about it. So what I wanted to do was to

2023

05:00:46.300 --> 05:00:48.419

Cooper City Hall: correct or signed code.

2024

05:00:48.550 --> 05:00:59.510

Cooper City Hall: especially in relation to political signs before political season. so that our code enforcement is not chasing around. spending their time chasing around

2025

05:01:00.080 --> 05:01:02.790

Cooper City Hall: and wasting time on something that's illegal.

2026

05:01:03.280 --> 05:01:09.910

Cooper City Hall: So you cannot be more stringent on political speech. In commercial speech we agree, know that we agree. We do not require

2027

05:01:10.020 --> 05:01:21.730

Cooper City Hall: commercial speech to provide bonds. You cannot require bonds for political science. Yes, we, we agree. And and notwithstanding any language currently in our code, we would advise your clerk and your professional staff not to accept a bond

2028

05:01:21.770 --> 05:01:25.400

Cooper City Hall: or a political side. So II would ask that either we

2029

05:01:25.570 --> 05:01:47.199

Cooper City Hall: correct that portion of it before election time, or we instruct code enforcement that they do not have to. Our entire sign. Code is in need of an update, I know. And again, not not only from a legal perspective. And I know that again. I don't speak, manager. I know that your planning staff, your community development staff, has spoken to well.

2030

05:01:47.380 --> 05:01:55.119

Cooper City Hall: a desire to look at the code operationally and bring back some recommendations. I know it's on their list of projects. I don't know what the time frame is for that.

2031

05:01:55.150 --> 05:02:10.220

Cooper City Hall: But with regards to the political sign issue. That is a relatively quick fix. With the permission, with the Commission's permission, we can bring back an ordinance the next couple of months prior to the political season, as the Commissioner indicated to address that specific issue.

2032

05:02:10.390 --> 05:02:12.970

Cooper City Hall: Does he have direction to do that consensus?

2033

05:02:13.430 --> 05:02:21.180

Cooper City Hall: Another one is the magistrate ordinance? I thought we were going to see it soon. Yeah, that that is on our list. We are working on that.

2034

05:02:22.000 --> 05:02:26.850

Cooper City Hall: Okay? And I say, I'll save on the rest of his business. Thank you very much. Commissioner Green.

2035

05:02:28.540 --> 05:02:29.700

Cooper City Hall: Commissioner Katz.

2036

05:02:31.570 --> 05:02:37.419

Cooper City Hall: 2 things. I wanna thank Mr. Fleming for his role in interim

2037

05:02:37.500 --> 05:02:40.259

Cooper City Hall: or acting. We're not sure

2038

05:02:40.660 --> 05:02:47.019

Cooper City Hall: in public works. And and look forward to welcoming the new members of the team.

2039

05:02:47.590 --> 05:02:54.019

Cooper City Hall: also, I just wanted to get an update from the manager on timeline for the signs.

2040

05:02:54.180 --> 05:02:57.159

Cooper City Hall: For the residents sake we have signs coming up that will

2041

05:02:57.200 --> 05:03:02.949

Cooper City Hall: inform people going to our parks who to call if there's an issue.

2042

05:03:03.340 --> 05:03:05.740

Cooper City Hall: Among other things.

2043

05:03:07.070 --> 05:03:22.769

Cooper City Hall: Yes, sir, I know the signs have definitely been ordered. I have not heard that they have arrived yet. Commissioner. I also know and and affair with some of you. But we also are going to include on the sign a new. We're gonna have what I might call a

2044

05:03:23.080 --> 05:03:39.359

Cooper City Hall: park attendant on duty phone number. That's basically a number that anybody arriving at our our major sports complexes as they arrive. There's a number there. And so, as the facility attendant, whoever's on duty that day will have that mobile device.

2045

05:03:39.420 --> 05:03:40.560

Cooper City Hall: so that if

2046

05:03:40.590 --> 05:04:06.679

Cooper City Hall: someone, one of our residents shows up and and has an issue related to someone's on the field that you know they need to be, or whatnot, that there'll be another avenue to connect our residents, and we're also going to include our updated no smoking signage on those as well. So, Commissioner, I will get a firm date and a firm timeline and share that with you and your colleagues. Thank you. In the meantime, can we are the phone numbers live? And and can they can that be implemented

2047

05:04:07.050 --> 05:04:16.270

Cooper City Hall: basically immediately, because then we can at least share the phone numbers on our social media. To the optimist, for example. Yes, that way.

2048

05:04:16.720 --> 05:04:23.890

Cooper City Hall: get that moving. I believe the phones have arrived, and and this is a great suggestion, and we can. We should be able to get moving on that right away. Thank you.

2049

05:04:24.610 --> 05:04:26.050

Cooper City Hall: And Commissioner Melodie.

2050

05:04:29.930 --> 05:04:32.210

Cooper City Hall: Okay. can you hear me?

2051

05:04:34.320 --> 05:04:36.890

Cooper City Hall: Okay. I'm only going to say this

2052

05:04:36.910 --> 05:04:40.979

Cooper City Hall: one time, and I'm not repeating myself. So listen up.

2053

05:04:42.070 --> 05:04:43.600

Cooper City Hall: I reviewed the tape.

2054

05:04:43.770 --> 05:04:51.369

Cooper City Hall: What I said was that I felt there was a potential for the appearance of impropriety.

2055

05:04:51.840 --> 05:04:59.529

Cooper City Hall: If an employee decides to resign, because I said there was an appearance of impropriety. That's that onus is not on me

2056

05:05:00.740 --> 05:05:08.199

Cooper City Hall: any way, shape or form whatsoever. Let's go back to the past 4 years, where 40 employees resigned.

2057

05:05:08.530 --> 05:05:10.440

Cooper City Hall: 40 do the math?

2058

05:05:10.470 --> 05:05:15.220

Cooper City Hall: Not on me. I wasn't even here. They're coming back. Pretty employee. Yeah, they're not coming back.

2059

05:05:15.310 --> 05:05:28.060

Cooper City Hall: 40 employees left, not because of me. but yet, nonstop. I harassed. I did this. I made one statement, and it was the appearance of impropriety

2060

05:05:28.130 --> 05:05:40.540

Cooper City Hall: that did not say anything. Whether, however, you want to construe that that was exactly what I said. Review the tape. and if someone didn't like that, not my problem. And in that same statement.

2061

05:05:41.420 --> 05:05:42.110

Cooper City Hall: I

2062

05:05:43.310 --> 05:05:49.390

Cooper City Hall: complemented that same exact individual so. And a story there.

2063

05:05:50.390 --> 05:05:55.410

Cooper City Hall: You cannot read a decorum policy and then attack someone.

2064

05:05:55.670 --> 05:05:58.779

Cooper City Hall: That's not how it works.

2065

05:05:59.680 --> 05:06:01.599

Cooper City Hall: and it is my job

2066

05:06:02.880 --> 05:06:12.739

Cooper City Hall: to. If I have an issue with a contract, I'm allowed to say something about it. Am I friends with someone? Do I respect someone

2067

05:06:12.780 --> 05:06:20.259

Cooper City Hall: I like the person. It doesn't make them my friend. Do I think they deserved a shot? Yes, I do.

2068

05:06:20.520 --> 05:06:26.810

Cooper City Hall: Does that mean that I dislike someone, because the person that I thought deserved a shot didn't get it. No.

2069

05:06:26.840 --> 05:06:32.020

Cooper City Hall: I'm an adult unlike other people that don't behave that way.

2070

05:06:32.760 --> 05:06:34.780

Cooper City Hall: But understand 2 things.

2071

05:06:35.530 --> 05:06:52.230

Cooper City Hall: This is basic budgeting a hundred 55,000 for someone that has no experience. I don't care what y'all say. That's not right. I don't care how long you advertise a position, for it's not sound. It's not fiscally prudent.

2072

05:06:52.980 --> 05:07:03.020

Cooper City Hall: You have a finance director that has experience like nobody's business, and that person is making $5,000 more.

2073

05:07:04.090 --> 05:07:09.400

Cooper City Hall: That person has degrees like nobody's business and certifications.

2074

05:07:09.920 --> 05:07:21.650

Cooper City Hall: you are comparing 2 separate entities, one is at the highest level, and the other one is at the lowest level. But yet there's a $5,000 difference.

2075

05:07:22.170 --> 05:07:36.799

Cooper City Hall: But the same person that's on the same exact pay scale as that other person is making 126, and they have the same qualifications, and have been doing that job for 15 years longer.

2076

05:07:37.200 --> 05:07:48.329

Cooper City Hall: That's what I was commenting on, and I will continue to make comments like that. And if you want to talk about friendship, let's talk about friends that are Park Rangers.

2077

05:07:50.510 --> 05:07:53.570

Cooper City Hall: I met the guy when you guys hired him. I didn't hire him.

2078

05:07:54.120 --> 05:08:04.259

Cooper City Hall: not me. The city hired him, not me, not me, but my friend, not me. Somebody told me. He's my cousin. be my third client, Jason, but supposedly. But but

2079

05:08:04.470 --> 05:08:14.339

Cooper City Hall: so he is as much your friend as Tim is my friend, but we're shoving that in my face now. You're saying I can't do my job because someone did or did not get a job.

2080

05:08:15.390 --> 05:08:21.929

Cooper City Hall: Don't attack like that I don't attack. Don't attack. that's me. I did not attack.

2081

05:08:22.870 --> 05:08:27.959

Cooper City Hall: I pointed out an inconsistency. Everybody else can point it out. Why can't I?

2082

05:08:28.540 --> 05:08:33.779

Cooper City Hall: I can be. But I'm a bully because I say that I don't think a position is merited.

2083

05:08:33.830 --> 05:08:37.459

Cooper City Hall: But, Noah, but that's wrong. A 110%.

2084

05:08:37.890 --> 05:08:46.269

Cooper City Hall: You're pointing out about the pay, is, it? Is the legitimate concern, and there's nothing wrong with my having that concern.

2085

05:08:46.370 --> 05:08:52.340

Cooper City Hall: Remember, we talked about having brand new hire.

2086

05:08:52.360 --> 05:09:01.259

Cooper City Hall: No, that's why Commissioner Schrodinger, you don't get to respond. This is on her. That's it. I'm done. Yes, you are. Unfortunately, you're never accountable.

2087

05:09:01.280 --> 05:09:09.359

Cooper City Hall: and that's the problem factually, you don't like to accept the facts. I get that. I understand that. But facts are what they are.

2088

05:09:10.570 --> 05:09:18.090

Cooper City Hall: 2 city managers said that your friend did not preserve a shot. There is a reason

2089

05:09:18.850 --> 05:09:26.350

Cooper City Hall: we all understand the reason we all understand. And and Commissioner Kathryn was right. We all understand what a wonderful

2090

05:09:26.560 --> 05:09:28.880

Cooper City Hall: job he did filling in.

2091

05:09:29.120 --> 05:09:32.229

Cooper City Hall: He is a wonderful worker.

2092

05:09:32.290 --> 05:09:33.879

Cooper City Hall: great individual.

2093

05:09:34.110 --> 05:09:37.020

Cooper City Hall: that's not a reason to so

2094

05:09:37.140 --> 05:09:38.520

Cooper City Hall: have someone

2095

05:09:39.440 --> 05:09:43.210

Cooper City Hall: in a position that he may not be qualified.

2096

05:09:44.020 --> 05:09:45.430

Cooper City Hall: Having said that

2097

05:09:46.270 --> 05:09:51.339

Cooper City Hall: the signs, I only question how you gonna do with smoking. Except for cigars.

2098

05:09:52.300 --> 05:09:56.780

Cooper City Hall: I don't know. I'm just saying I don't want signs up there. That may be wrong.

2099

05:09:57.140 --> 05:10:01.420

Cooper City Hall: on

2100

05:10:04.740 --> 05:10:10.039

Cooper City Hall: at this point I will. Bid everyone a good night other than the fact that we have

2101

05:10:10.090 --> 05:10:15.789

Cooper City Hall: the additional public comments. We have one person signed up, and I'll find out if there's anyone on

2102

05:10:16.200 --> 05:10:18.610

Cooper City Hall: virtual Brett Rosenberg

2103

05:10:20.950 --> 05:10:22.550

Cooper City Hall: at the Mic.

2104

05:10:22.930 --> 05:10:32.879

Cooper City Hall: Brett, Rosenberg, 5,200 southwest ninetieth of Cooper City. I come to you to address this commission tonight to ask, why do we have code ordinances?

2105

05:10:33.010 --> 05:10:44.869

Cooper City Hall: If codereances are in place. how come there's being selective enforcement. I received a letter a month and a half ago in regards to my wind screening.

2106

05:10:45.210 --> 05:10:50.079

Cooper City Hall: that it has to be taken down, that I am in violation of Cooper City code.

2107

05:10:50.280 --> 05:10:52.519

Cooper City Hall: Yet we have a city employee

2108

05:10:52.550 --> 05:11:01.369

Cooper City Hall: and other city residents that have not been notified on that letter or their violation. Why not? If a code is a code

2109

05:11:01.570 --> 05:11:09.669

Cooper City Hall: and you are to follow it? But again, you all talk about consistency. Well, let's have some consistency within code.

2110

05:11:10.040 --> 05:11:29.199

Cooper City Hall: Okay, commercial vehicles my airboat, I understand they made a mistake. Last week I was sighted at 110'clock, knocked on my door, woken up out of bed. My airboat wasn't even my driveway 4 h. But I'm targeted, and I have proof beyond a reasonable doubt. Okay, I'm done with the nonsense. Your wind screening.

2111

05:11:29.200 --> 05:11:53.670

Cooper City Hall: Okay, you state commercial buildings can have it. But residential buildings cannot. Insurance companies don't differentiate between commercial property and residential. If it's a wind mitigation issue, it's a wind mitigation issue across the board. Whether it be Bso's building, whether it be the school building, whether it be the public storage lot building, wind screening is wind screening, so you can't select. Oh, you can have it for these people, but you can't for that.

2112

05:11:53.670 --> 05:12:05.550

Cooper City Hall: If it's an insurance situation, it's an insurance situation across the board. I have spent now $3,500 on a Ypc final Vinyl fence because I'm done fighting Cooper City.

2113

05:12:05.690 --> 05:12:11.270

Cooper City Hall: I'm done. Okay. But sometimes what the way that y'all present yourselves?

2114

05:12:11.310 --> 05:12:27.229

Cooper City Hall: It's kind of funny where you have consistency. Okay, again, what you don't like, Ryan. Shrouder. You state. Oh, I don't like the way it looks on the fence. It's not eye appealing. Well, what about the same wind screening that's on Brenda Kazar's front of her house in front of her carport.

2115

05:12:27.520 --> 05:12:31.039

Cooper City Hall: That's not. That's not I appealing, either. Your co-complane.

2116

05:12:31.090 --> 05:12:41.569

Cooper City Hall: Excuse me a code complaint. Why, I've already made several code complaints, they said, there's not in violation of that. Well, it's not I appealing, but it's not attached to a fence.

2117

05:12:41.860 --> 05:12:47.550

Cooper City Hall: So what's I appealing for you? And what's I appealing for one other person. Interpretation is interpretation.

2118

05:12:48.100 --> 05:13:00.000

Cooper City Hall: Okay, then, Lynn Duval, from Code enforcement says to me, Well, if you can't see it from the right of way you can have it. Well, hold on a minute. If it's a code ordinance, whether it's seen from the right of way or not.

2119

05:13:00.240 --> 05:13:01.730

Cooper City Hall: you're not allowed to have it

2120

05:13:02.270 --> 05:13:18.489

Cooper City Hall: so. Why? Why? Why is certain residents allowed to do certain things and other residents? Are not the pressure cleaning on the sidewalks I have made to Lisa. Ryan's assistant. She was outside with me. We looked down. Ninetieth sidewalks are black

2121

05:13:19.380 --> 05:13:21.690

Cooper City Hall: black, including city stuff.

2122

05:13:21.950 --> 05:13:25.749

Cooper City Hall: Okay? But why am I getting a letter. Thank you.

2123

05:13:27.870 --> 05:13:40.360

Cooper City Hall: Mr. Rosen. I understand your frustrations. I do know that you've been speaking with the captain. and I encourage you to keep doing that. And, captain, thank you very much for addressing the issues.

2124

05:13:41.580 --> 05:13:49.200

Cooper City Hall: Having said that anyone on virtual no one else left here wishing to speak, he's got a motion to adjourn. Have a good evening.

CITY OF COOPER CITY
CITY COMMISSION SPECIAL MEETING

Tuesday, November 28, 2023 at 5:00 PM
City Hall Auditorium | 9090 SW 50th Place

MINUTES

PLEDGE OF ALLEGIANCE

Mayor Ross opened the meeting at 5:00 PM and led the assembly in the Pledge of Allegiance.

ROLL CALL

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

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.

PUBLIC COMMENTS (3 MINUTES)

No public comments.

TOPIC FOR DISCUSSION

1. **Ordinance No. 23 -26 (Finance)**

City Attorney Horowitz read "AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 2022-22, ADOPTED ON SEPTEMBER 27, 2022; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2022-2023 FOR THE CITY, AND THAT THE BUDGET BE INCREASED IN THE AMOUNT OF $64,187.00; 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. Mayor Ross closed the public hearing.

MOTION: Commissioner Mallozzi moved to approve Ordinance 23-26. Commissioner Green seconded the motion which prevailed by the following roll call vote.

YES: Commissioners Mallozzi, Katzman, Green and Mayor Ross

NO: Commissioner Shrouder

CITY ATTORNEY REPORT

City Attorney Horowitz advised the City authorized and directed his office to engage with Ferraro Law Firm regarding the PFAS litigation. He has since worked with Mr. Ferraro and Utilities Director Raj Verma to put together some testing and further analysis as it relates to DuPont and 3M. There is a deadline to opt in or out of both settlements both within the first two weeks of December. The City's special counsel is recommending that we opt into the settlement. There was a fairly detailed analysis that was included by our special counsel that he sent to the Commission last week. Our special counsel is preparing complaints to pursue additional claims against other potential defendants where there may be some opportunities for the City to recover. He recommends to follow the recommendation of our special counsel unless there's objection to join in those settlements and pursue all available recovery for the City.

MOTION: Commissioner Katzman moved to join both settlements. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote. (5-0)

ADDITIONAL PUBLIC COMMENTS (3 MINUTES)

There were no additional comments.

Mayor Ross thanked Interim CFO Barbara Hastings for her work on behalf of the City of Cooper City and the City Commission.

ADJOURNMENT

The meeting adjourned at 5:06 PM.

The minutes of the Special Commission Meeting of November 28, 2023 were approved during the Regular City Commission Meeting of December 12, 2023.

Greg Ross, Mayor

Tedra Allen, City Clerk

ADA NOTICE

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

DECORUM

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

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

WEBVTT

1

00:00:08.050 --> 00:00:08.789

Thank you. I didn't.

2

00:00:14.240 --> 00:00:16.480

and ladies generally, and welcome to you.

3

00:00:16.700 --> 00:00:24.900

Cooper City Hall: Super City's commission meeting. It is now a special meeting is now November 28, 5 PM. If you please. All join me in the pledge of allegiance.

4

00:00:26.510 --> 00:00:29.979

Pledge allegiance to the flag. United States of America

5

00:00:30.250 --> 00:00:38.110

Cooper City Hall: to the Republic will to stand one nation under God, indivisible liberty and justice for all. Thank you. Everyone. Paul.

6

00:00:42.650 --> 00:00:49.740

Cooper City Hall: Commissioner Pelosi. Here, Commissioner Katzmann, here, Commissioner Schrouter. Commissioner Green, yeah, Mayor Ross. I am here.

7

00:00:49.760 --> 00:00:53.860

Cooper City Hall: and if I can have Jacob Horowitz, our city Attorney Review, coron policy.

8

00:00:55.430 --> 00:01:12.570

Cooper City Hall: Thank you, Mayor. I may just for the record the city's decorum policy reads as follows, members of the commission, staff, staff, staff, staff, staff, staff, staff 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 behavior, or threatening behavior.

9

00:01:12.880 --> 00:01:25.809

Cooper City Hall: All comments should be generally directed to the presiding officer and not to individual members of the Commission staff or the audience. No personal verbal attacks toward any individual by either the commission, staff, citizens, or others shall be allowed, during any meeting to city commission.

10

00:01:26.020 --> 00:01:33.029

Cooper City Hall: any person making impertinent or slanderous remarks or personal attacks, while addressing the Commission.

11

00:01:33.070 --> 00:01:48.149

Cooper City Hall: or otherwise violated. The court rules set forth here in shall be barred from further audience for 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 to the Commission members present. Thank you, Mayor, thank you very much. And

12

00:01:48.240 --> 00:01:50.690

Cooper City Hall: do we have anyone signed up for public comments?

13

00:01:51.710 --> 00:01:53.150

Cooper City Hall: Anyone on virtue?

14

00:01:53.770 --> 00:02:23.570

Cooper City Hall: We'll move on to the topic of discussion. I'll ask Jacob to read ordinance number 23, dash 26 for the record. Mayor. Commission ordinance 2326 is an ordinance to the city. Cooper City, Florida, amending the work. It's number 2220, 2222, adopted on September 20, seventh, 2,022, providing for an amended budget for fiscal year, 2,02223 for the city, and that budget be increased in the amount of $64,187, buddy for conflicts, severability and Friday for an effective date, and there is public hearing. Thank you. Do I have motion

15

00:02:23.950 --> 00:02:26.120

Cooper City Hall: vice, Mr. Malos? Second by, and

16

00:02:26.210 --> 00:02:28.480

Cooper City Hall: Commissioner Green Commission, Melosie.

17

00:02:28.680 --> 00:02:31.200

Cooper City Hall: Commissioner Green. Commissioner Sharon.

18

00:02:31.380 --> 00:02:40.520

Cooper City Hall: Commissioner Beckmann and I have nothing. I'll open it up about the meeting. Anyone through public wishing to speak on this item, seeing none anyone on virtual.

19

00:02:42.730 --> 00:02:45.749

Cooper City Hall: we will go ahead and call the vote. Commissioner Malazi.

20

00:02:45.980 --> 00:02:51.910

Cooper City Hall: Commissioner Cassman, Commissioner, Shrouder, Commissioner Green. Yes, Mayor, yes.

21

00:02:51.950 --> 00:03:14.689

Cooper City Hall: Item. Last week, last Wednesday I believe it was. I forwarded an email to the Mayor Commission. It was a privileged communication. It was attorney client work product that was forwarded to me by our special counsel and the pfas litigation. You may recall that the city authorized and directed our office to engage the Ferrari law firm about a month ago.

22

00:03:14.690 --> 00:03:28.900

Cooper City Hall: We've since worked Mr. Ferraro and Raj Burma and your utility team to put together some testing and additional analysis, as it relates to 2 of the potential settlements that are forthcoming. One relates to Dupont, the other relates to 3 M.

23

00:03:28.900 --> 00:03:45.669

Cooper City Hall: There's a deadline for the city to opt in or out of settlements. They're both within the first 2 weeks of December. Your special counsel is recommending that we opt into the settlement. There was a fairly detailed analysis that was included by our special counsel email. I forward to you last week.

24

00:03:45.670 --> 00:04:05.309

Cooper City Hall: I don't want to get into the details of their analysis and potential recovery for the city. As it is, the attorney, client, or product want to maintain that privilege. But unless there is any objection,

we're going to advise our special counsel to opt in to both of those settlements. There are a number of other potentially named defendants that are involved in the Pfas litigation.

25

00:04:05.310 --> 00:04:27.069

Cooper City Hall: Our special counsel is preparing complaints to pursue additional claims against other potential defendants, where there may be some opportunities for the city to recover the 2 larger claims that the settlements have been negotiated again with Dupont and 3 M. We're gonna recommend and follow the recommendation of our special counsel unless there's objection to join in those settlements and pursue all available recovery for the city.

26

00:04:27.400 --> 00:04:39.909

Cooper City Hall: Oh, you know I will take a motion. If if yeah, if that'd be in order, I'll move to. If you join us. we've got a motion. And second, any further discussion, hearing none. All the vote.

27

00:04:41.110 --> 00:04:44.830

Cooper City Hall: Commissioner Malzik. Commissioner Yasmin. Yes, Commissioner Trowder.

28

00:04:47.740 --> 00:04:54.129

Cooper City Hall: Commissioner Green. Yes, Mayola. Yes, thank you. Mayor Commission, Thalia. and any additional public comments

29

00:04:55.960 --> 00:05:08.749

Cooper City Hall: on behalf of the Commission, just to before the motion on behalf of the Commission to say and recognize Barbara Hastings for

30

00:05:08.800 --> 00:05:15.589

Cooper City Hall: billing in during a period of time that was difficult, and yet you steered us in the right direction.

31

00:05:15.600 --> 00:05:22.900

Cooper City Hall: The work that you put in the time that you put in made it a whole lot easier for the incoming

32

00:05:23.100 --> 00:05:30.139

Cooper City Hall: Cfo. And so we just want to say Thank you on behalf of Group City on behalf of the Commission. Appreciate you working

33

00:05:32.010 --> 00:05:35.940

Cooper City Hall: now we're motion to the gun. Thank you.

34

00:05:36.320 --> 00:05:38.170

Cooper City Hall: 5 and 20.

35

00:05:38.310 --> 00:05:39.960

Cooper City Hall: I called the yonder.

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Resolution 23-21 (Public Works)**

DATE: December 12, 2023

DESCRIPTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE AGREEMENT BETWEEN DISH WIRELESS LLC AND THE CITY OF COOPER CITY FOR ONE HUNDRED FIFTY (150) FEET OF GROUND SPACE AT THE TELECOMMUNICATIONS TOWER ON CITY-OWNED PROPERTY LOCATED AT 10300 STIRLING ROAD; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:
The City Manager recommends the Commission approve Resolution 23-21, approving the agreement between Dish Wireless, LLC for one hundred fifty (150) feet of ground space at the telecommunications tower on the City-Owned property located at 10300 Stirling Road.

BACKGROUND OF ITEM:
On June 25, 2015, the City entered into a Site Lease Agreement with STC Five LLC, successor-in-interest to Sprint Spectrum L.P. ("Sprint") for purposes of installing and operating a communications tower ("the Tower"). Section 2.11 of the agreement contemplates the Lessee entering into a collocation agreement with STC Five LLC for the lease of a certain portion of the Tower for the installation of equipment to be connected to the Lessee Facilities located on the Leased Premises.

Staff recommends the City enter into a lease agreement with DISH for approximately One Hundred Fifty (150) square feet of ground space on the Suellen H. Fardelmann Sports Complex located at 10300 Stirling Road, Cooper City, Florida 33328 (folio# 5141-06-08-0010) for an initial term of five (5) years with four (4) additional terms of five (5) years each, beginning on the commencement date.

ANALYSIS:
The annual revenue for this agreement will be an initial amount of approximately $20,000.00, increased annually by four (4) percent. Additionally, there will be a one-time capital contribution payment of $5,000.00.

FISCAL IMPACT:
There is no fiscal impact for this item.

ATTACHMENTS:

1. Cooper City Site Lease Agreement for Ground Space – DISH Wireless, LLC
2. Memorandum of Site Lease Agreement
3. Resolution 23-21 – Approval of Dish Network Lease (00577899x4B6A)
4. DISH Wireless, LLC Price Sheet
5. Certificate of Insurance – Risk Approved
6. Comparable - City of Pembroke Pines Cell Tower Leases
7. Comparable - Town of Davie Cell Tower Leases

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Budget	11/30/23 11:38 AM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to ...	12/01/23 09:04 AM
	OK. There is no fiscal impact for this resolution.		
Allen, Tedra	Assigned to City Clerk	Route to Attorney	12/01/23 09:07 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	12/01/23 09:33 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	12/01/23 01:25 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	12/01/23 05:09 PM
Allen, Tedra	END WORKFLOW - APPROVED		12/01/23 05:18 PM

This Site Lease Agreement (the "**Agreement**") is made and entered into the ___ day of ____, 2023, by which the City of Cooper City, a Florida municipal corporation, with an address of 9090 SW 50th Place, Cooper City, Florida 33328 ("**Owner**" or "**City**"), leases to **DISH Wireless L.L.C.**, a Colorado limited liability company authorized to do business in the State of Florida, its affiliates, successors and assigns, having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (the "**Lessee**"), the "Leased Premises" described below (which is part of that certain real property owned by Owner (the "**Property**") and is more fully described in Exhibit "A" attached hereto, for the purpose of operating and maintaining a wireless communications tower.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Premises and Use.

(a) Premises. Landlord is the owner of the Property. Landlord leases to Tenant a portion of Landlord's Property consisting of approximately One Hundred Fifty (150) square feet of ground space on the Property located at 10300 Stirling Road, Cooper City, Florida 33328 (folio# 5141-06-08-0010), and all access and utility easements necessary or desirable therefor ("**Leased Premises**"), subject to certain conditions described below and depicted in Exhibit "B" attached hereto. Lessee shall submit specifications for use of the Leased Premises to the City, which are subject to site plan approval and issuance of permits by the City.

(b) (i) The parties acknowledge that Owner entered into a Site Lease Agreement with STC Five LLC, a Delaware limited liability company, successor-in-interest to Sprint Spectrum L.P. ("**Sprint**"), a Delaware limited liability company, dated June 25, 2015 ("**Tower Agreement**"), whereby Sprint leased from Owner certain other lease premises on the Property for purposes of installing and operating a communications tower (the "**Tower**"). The parties further acknowledge that Section 2.11 of the Tower Agreement contemplates Lessee entering into a collocation agreement with STC Five LLC, whereby Lessee will lease a certain portion of the Tower for the installation of equipment to be connected to the Lessee Facilities located on the Leased Premises.

(ii) Notwithstanding the foregoing, it is agreed and understood by and between the parties hereto that this Agreement is subject to STC Five LLC fulfilling its obligations under the Tower Agreement. In the event the Tower Agreement terminates or expires as provided therein, Lessee has the right to terminate this Agreement effective as of the date of termination of the Tower Agreement. Owner shall notify Lessee of its intent to terminate, or of any notice of default received from STC Five LLC, at least sixty (60) days prior to the termination of the Tower Agreement.

(c) The Leased Premises will be used by Lessee for no other purpose other than installing, removing, replacing, modifying, maintaining, repairing and operating, at its expense, a communications facility, including, without limitation, transmitting and receiving antennas, microwave dishes and communications equipment, air conditioning/HVAC equipment shelter and/or cabinets, cable wiring, back-up power sources (including generators), related fixtures and appurtenances (collectively "**Lessee Equipment**"), which shall all be stealth and in accordance with Owner's applicable ordinances. Notwithstanding the foregoing, Lessee shall not be permitted to maintain fuel storage tanks (except for temporary fuel tanks for emergency generator(s)) within the Leased Premises or Property.

(d) Lessee, at its sole cost and expense, shall expand or construct a fence ("**Fence**") as depicted in Exhibit B, similar in aesthetic appearance to the security fence installed by Sprint that shall be similar in appearance to the Tower, necessary to surround any shelter/cabinet(s) to be used by Lessee. The parties acknowledge that any other party that desires to collocate its equipment on the Tower must lease ground space from the Owner and such future tenant shall be responsible for expanding the Fence to surround its shelters/cabinets using like-kind materials as the original security fence. Lessee agrees to reasonably cooperate with any future tenant(s), including providing the names of the original suppliers that provided the materials for the Fence constructed by Lessee.

(e) Lessee's Equipment and the Fence are collectively referred to as the "**Lessee Facilities**". Lessee Facilities and the Leased Premises are collectively referred to as the Site.

(f) All of Lessee's construction, installation and repair work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner, all in accordance with Owner's applicable ordinances. Lessee shall hold title to all of the Lessee Facilities and all of the Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove the Lessee Equipment, at its sole expense on or before the expiration or earlier termination of this Agreement, and Lessee shall repair any damage to the Leased Premises caused by such removal. Within ninety (90) days after the expiration or earlier termination of this Agreement, unless otherwise agreed to by the parties hereto in writing, Lessee shall remove the Lessee Facilities from the Property, but is not required to remove any foundation more than one (1) foot below grade level, and Lessee will restore the Leased Premises to a condition substantially similar to the condition existing on the Commencement Date, normal wear and tear excepted. Lessee agrees to pay rent at the then existing monthly rate until such time as the removal of the Lessee Facilities, fixtures and or personal property, however characterized, is completed. In the event Lessee does not remove such items within the time period provided in this Paragraph, Owner will give Lessee written notice of such failure and, if Lessee thereafter fails to remove such items within thirty (30) days then the personal property remaining on Leased Premises shall be deemed the property of Owner. Notwithstanding the foregoing, in the event Lessee fails to remove the Lessee Facilities within six (6) months of the expiration or early termination of this Agreement, Lessee agrees to pay holdover rent at a sum equal to one hundred twenty-five (125%) percent of the then existing monthly rate until such time as the removal of the Lessee Facilities, fixtures and or personal property, however characterized, is completed.

(g) The Leased Premises described above are located in the location(s) shown on Exhibit B attached hereto and made a part hereof. The Leased Premises shall also include the non-exclusive use of an area for reasonable access, as described in this Agreement, extending from the nearest public right-of-way to the Lessee's Facilities, for access, installation, operation and maintenance and an easement for the installation, operation and maintenance of utility wires, poles, cables, conduits and pipes over, under, or along such area as permitted. Such access and utility area ("**Access Area")** is as described on Exhibit B. The Access Area may be used by Lessee during the entire term of this Agreement, subject to any restrictions provided herein.

(h) Lessee shall be required to provide Owner with forty-eight-four (48) hours prior oral or written notice (email being sufficient) regarding the schedule for any regularly scheduled work to be performed at the Leased Premises during the term of the Agreement; provided, however, that in the event of an emergency Lessee may access the Leased Premises at any time and, within twenty-

four (24) hours thereafter, shall provide notice to the Owner with respect to the nature of such emergency and the repairs, if any, performed by Lessee.

(i) Prior to the initial installation of the Lessee Facilities, Lessee shall submit a copy of the site plan and specifications of the Lessee Facilities to Owner for Owner's written approval, which approval will not be unreasonably withheld, conditioned or delayed, and which approval constitutes Owner's approval under this Agreement but does not constitute approval otherwise required by the Code of the City of Cooper City, as it may be amended, which governmental approvals and permits are to be separately applied for by Lessee.

(j) In all respects, throughout this Agreement, any time Owner's consent is required such consent may be given by Owner's designee(s). Lessee's submitted plans shall undergo a preliminary review by City staff for the purpose of approval under this Agreement. No construction or installation shall be commenced until the Owner has approved plans for such work and all necessary permits have been properly issued as required herein.

(k) Following the initial installation of the Lessee Facilities, Lessee may, at any time, modify, supplement, replace, repair, remove or relocate any of the Lessee Facilities or other appurtenances located within the Leased Premises during the term of this Agreement, which includes routine maintenance, the like-replacement of the transmitting and receiving antennas and/or related communications equipment, or any modifications to the interior of the equipment shelter or items housed therein. Owner's consent shall not be required where the modification is non-structural in nature or involves the replacement of substantially similar equipment.

2. **Term.** This Agreement shall be effective as of the date of execution by both parties ("**Effective Date**"); provided, however, the initial term of this Agreement (the "**Initial Term**") is five (5) years, commencing on the start of construction of the Lessee Facilities or the first (1st) day of the month following the date Lessee is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last ("**Commencement Date**"). In no event shall the Commencement Date occur later than six (6) months after the Effective Date. This Agreement will be automatically renewed for four (4) additional terms (each, a "**Renewal Term**") of five (5) years each, unless Lessee provides Owner notice of its intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. If at the end of the fourth (4th) five (5) year Renewal Term, this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate the Agreement at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year and for one (1) year terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term.

3. **Rent.** The Lessee's rental obligation shall become due and owing within sixty (60) days of the Commencement Date. On that date, Lessee shall pay owner a lump sum payment in the amount of Twenty Thousand and 00/100 Dollars ($20,000.00) ("**Annual Rent**") as rent for the first year of the Initial Term. Thereafter, the Annual Rent will be paid by Lessee to Owner in advance in equal monthly installments, with the first such installment due on the first anniversary of the Commencement Date and all subsequent installments due by the fifth (5th) day of each month during the remainder of the Initial Term and any Renewal Term(s), and the rent for any partial months will be prorated. On each annual anniversary of the Commencement Date during the Initial Term and any Renewal Term(s), the Annual Rent will increase by four percent (4%) of the Annual Rent payable with respect to the immediately preceding one (1) year term. Lessee shall pay all rent without Owner submitting invoices.

4. **Assignment/Subletting.** Lessee will not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, Lessee may assign or transfer this Agreement without Owner's prior written consent to Lessee's principal(s), affiliates, subsidiaries of its principal(s) and affiliates or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission ("**FCC**") in which the Leased Premises is located by reason of a merger, acquisition or other business reorganization. Lessee may lease, license or sublet space on the Tower, with the exception of the space reserved for Owner specified in this Agreement; provided, however, that any such lessee, licensee or sublessee requiring ground space must enter into a ground lease agreement directly with Owner. Upon assignment, transfer or sublet of the Agreement or the entire Leased Premises, Lessee shall be relieved of all liabilities and obligations hereunder incurred on or following the date of assignment and Owner shall look solely to the assignee for performance under this Agreement and all obligations hereunder. Notwithstanding the foregoing, no such assignment, transfer or sublet of the Agreement or the entire leased Premises, shall relieve Lessee from all liabilities and obligations incurred prior to the date of assignment, unless expressly agreed to in writing by Owner, which approval shall not be unreasonably withheld, conditioned or delayed.

5. **Inspections.** Commencing on the Effective Date, Owner, upon reasonable prior notice and consent, shall permit Lessee, and its lessees, licensees and sublessees and its or their respective employees, agents, and contractors during this Agreement, free ingress and egress to the Leased Premises to conduct structural strength analysis, subsurface boring tests, environmental inspections (including Phase I and Phase II audits), radio frequency tests, and such other tests, investigations, and similar activities as Lessee may deem necessary (collectively the "**Inspections**"), at the sole cost of Lessee. The sequence and timing of the Inspections shall require prior Owner consent giving public safety considerations paramount importance, which consent shall not be unreasonably withheld, conditioned, or delayed. Lessee, its lessees, licensees and sublessees and its or their respective employees, agents, and contractors shall also obtain prior Owner consent to bring the necessary vehicles and equipment onto the Leased Premises to conduct any Inspections, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee shall indemnify and hold Owner harmless against any loss or damage for personal injury or physical damage to the Leased Premises or the Property, or the property of third parties resulting from any Inspections, unless caused by Owner's or Owner's employees', agents', contractors' and/or subcontractors' gross negligence or willful misconduct. Within thirty (30) days following the written request, Lessee shall furnish to Owner copies of the environmental findings. Prior to the commencement of the Inspections, Lessee shall furnish Owner with the evidence of insurance required under this Agreement.

6. **Title and Quiet Possession.** Owner represents and agrees (a) that it is the owner of the Property and has the legal right to use the Leased Premises and the Access Area and to grant Lessee the right to use the Leased Premises and the Access Area as set forth in this Agreement; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; and (d) that Lessee is entitled to access to the Leased Premises at all times subject to the terms of this Agreement and to the quiet possession of the Leased Premises throughout the Initial Term and each Renewal Term so long as Lessee is not in default beyond the expiration of any cure period. Lessee represents and agrees that it has the right to enter into this Agreement; and that the person signing this Agreement has the authority to sign.

7. **Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified, return receipt requested and postage prepaid, or when sent via overnight delivery (provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender). Notices to Lessee are to be sent to DISH Wireless, L.L.C., Attn: Lease Administration (MIMIA00263A), 5701 South Santa Fe Dr., Littleton, Colorado 80120. Notices to Owner must be sent to the City of Cooper City, City Manager, 9090 SW 50th Place, Cooper City,

Florida 33328, with a copy to the Office of the City Attorney, Goren, Cherof, Doody & Ezrol, PA Attn: Jacob Horowitz, 3099 E Commercial Blvd. Suite 200, Fort Lauderdale, FL 33308.

8. **Improvements.** Except as otherwise expressly provided in paragraphs 1(h), (i), (j), and (k) above, prior to the substantial alteration or modification to the Lessee Facilities, Lessee may, at its expense and upon prior written consent of Owner, which consent shall not be unreasonably withheld, conditioned, or delayed, make such improvements on the Leased Premises as it deems necessary from time to time for the operation of the Lessee Facilities (the "**Improvements**"). Lessee shall be responsible for any structural modifications to the Lessee Facilities approved by Owner in connection with the Improvements. Owner agrees to reasonably cooperate with Lessee with respect to obtaining any required governmental approvals for the Leased Premises and the Improvements, at no cost to Owner. Lessee is liable for damage to the Leased Premises caused by the Improvements or the installation, removal or replacement thereof.

9. **Compliance with Laws.** To the best of the Owner's knowledge, without inquiry, Owner represents that the Property, and all improvements located thereon, are in substantial compliance with laws, codes and regulations of applicable governmental authorities. Lessee covenants that it will keep the Lessee Facilities in good repair as required by all federal, state, county and local laws, including without limitation any federal rules and regulations with regard to the lighting, marking and painting of the Tower. Lessee will further comply with all applicable laws, ordinances and regulations, including but not limited to zoning codes, building codes and applicable safety codes relating to its specific use of the Lessee Facilities.

10. **Interference.**

(a) Lessee agrees to have installed wireless equipment of the type and frequency which will not cause technical interference with other equipment located on the Property as of the Effective Date of this Agreement. Lessee shall operate the Lessee Facilities in compliance with all FCC requirements including those prohibiting interference to communications facilities of Owner's other lessees or licensees of the Property, provided that the installation and operation of any such lessee or licensee facilities predate the installation of the Lessee Facilities. Lessee understands and agrees that the continuity of Owner's Public Safety Equipment (as defined in Section 34 of this Agreement) is of paramount importance to Owner. Lessee shall at all times exercise the highest standard of care and judgment to prevent damage to or interference with Owner's Public Safety Equipment, whether Owner's equipment predates or postdates the installation of the Lessee Facilities. In the event Lessee desires to add equipment to the Site at any future date pursuant to the terms of this Agreement, Lessee agrees that such future installations shall not cause technical interference problems with other pre-existing equipment then located on the Property.

(b) Notwithstanding anything to the contrary herein, Owner will not permit or suffer the installation, modification or replacement of any future non-Owner equipment at or on the Property which (a) results in technical interference problems with Lessee's then existing equipment or (b) encroaches onto the Site. Lessee and Owner agree, within 24 hours after receipt of written notice from the other party, to resolve, at its sole cost and expense, any technical interference arising out of a violation of the provisions of this Paragraph. In the event the interfering party is unable to resolve the technical interference within said 24 hours, unless such interference is caused by Owner's Public Safety Equipment, the interfering party agrees to power down its communications equipment or portion thereof (or in the case of a subsequent third party collocator interfering with Lessee's equipment, Owner agrees to use its best efforts to cause third party to power down its communications equipment or a portion thereof) causing said interference until such time as the interference is eliminated; provided, however, the interfering party shall have the right to briefly resume normal

power output of its communications equipment for testing purposes. In the event that the interference is not temporarily cured by powering down the equipment in question, then the interfering party must shut down all power to the equipment causing the interference. Owner and Lessee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this Paragraph and therefore, either party hereto shall have the right to specifically enforce the provisions of this Paragraph in a court of competent jurisdiction. Notwithstanding anything to the contrary in this Agreement, Owner does hereby reserve any and all rights under Federal and State law regarding interference from Lessee's equipment.

11. **Utilities.** To the best of Owner's knowledge, without inquiry, Owner represents that utilities are available for Lessee's use of the Leased Premises. Lessee will pay for all utilities used by it at the Leased Premises at the rate charged by the servicing utility provider. Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Owner will reasonably cooperate, at no cost to Owner, with Lessee in Lessee's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company. In the event Owner desires to relocate the utilities and utility easement(s), Owner will use its best efforts, during the relocation of such utilities, not to interfere with the construction, maintenance, or operation of Lessee's Facilities. In the event any interruption with the operation of the Lessee's Facilities is anticipated Lessee shall have the right to utilize backup power generators during such periods of interruption.

12. **Termination.**

(a) Unless otherwise set forth herein, this Agreement may be terminated without further liability on thirty (30) days prior written Notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by Owner and/or Lessee if Lessee does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Lessee Facilities beyond any applicable appeals period; or (iii) by Lessee if Lessee is unable to occupy and utilize the Leased Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Lessee if any environmental report for the Property reveals the presence of any Hazardous Material after the Commencement Date; or (v) by Lessee if Lessee determines that the Leased Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

(b) Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default, or such termination results from Lessee's interference with Owner's Public Safety Equipment, or Owner's interference with Lessee's Facilities, failure of Lessee to obtain or maintain necessary permits or approvals for the operations of Lessee's Facilities despite best effort to do so or a take back of frequencies by the FCC. In each such event Lessee shall receive a prorated reimbursement of said prepaid rent. All prepaid consideration paid by Lessee will be retained by the Owner.

13. **Liability and Indemnity.**

(a) Except for Losses which arise out of or are due to the negligence or willful misconduct of Owner, Lessee shall indemnify, defend and hold Owner harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "**Losses**") arising from the negligence or willful misconduct of Owner or its agents, commissioners, employees, contractors or subcontractors in or about the Property. The duties described in this Paragraph 13 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

(b) Lessee, at its sole expense, shall defend Owner in any third party action against Owner arising out of the terms and conditions of this Agreement.

14. **Hazardous Substances.**

(a) As of the Effective Date of this Agreement: (1) Lessee hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any Environmental Law (as defined below), and (2) Owner hereby represents to the best of its knowledge (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Owner from, and Owner has no knowledge that notice has been given to any predecessor owner or operator of the Property by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Property; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any Environmental Law.

(b) Without limiting Paragraph 13, Owner and Lessee shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, reasonable attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 14 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Lessee, from operations in or about the Property by Lessee or Lessee's agents, employees, contractors or subcontractors, and in the case of Owner, from the ownership or control of, or operations in or about, the Property by Owner or Owner's predecessors in interest and their respective agents, employees, contractors, subcontractors lessees, guests or other parties. Lessee acknowledges that Owner is a municipal corporation, and that, to the extent applicable, it does not waive sovereign immunity, and the limits of liability thereunder, as well as limitations on indemnification, as set forth in Section 768.28, Florida Statute, and other applicable state laws. The Provisions of this Paragraph 14 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

(c) "**Hazardous Material**" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat

to health, safety, property, or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) "**Environmental Law**" means any and all present or future federal, state, or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

15. **Taxes and Assessments.** Lessee shall pay on or before their respective due dates, to the appropriate collecting authority, any and all real estate taxes, ad valorem, sales, excise or personal property taxes, assessments and fees, which are now or may hereafter be levied or assessed against the Leased Premises or Lessee as a direct result of installation of the Lessee Facilities, (excluding any income tax, franchise or other similar corporate or partnership tax levied against Owner), and shall maintain in current status all federal, state, county, and local licenses and permits, now or hereafter required for the operation of the business conducted by Lessee. Owner shall provide to Lessee reasonable documentation from the appropriate taxing authority that is necessary to demonstrate that the increase is due to Lessee's Improvements. Owner shall reasonably cooperate with Lessee in the protest of any such assessment. Lessee maintains the right, at its sole option and its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Agreement, to the appropriate governmental authority. Nothing in this paragraph shall be construed as limiting either party's rights to contest, appeal or challenge any tax assessment.

16. **Insurance.**

(a) Lessee, at Lessee's sole cost and expense, shall procure and maintain commercial general liability ("**CGL**") insurance covering bodily injury and property damage with a combined single limit of at least Two Million and 00/100 Dollars ($2,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Leased Premises, all as provided for herein. The City of Cooper City, its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives are included as an Additional Insured on aPrimary and Non-Contributory basis . A blanket Waiver of Subrogation is included where permissible by law. In the event of cancellation by the Insurance Company the General Liability, Automobile Liability, Workers' Compensation & Employers Liability, and Professional Liability policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the Certificate Holder if required by written contract. Policies do not contain a severability of interest of cross liability exclusion. Within thirty (30) days following the Effective Date, Lessee shall provide Owner with a certificate of insurance ("**COI**") evidencing the coverage required by this Paragraph 16. The aforesaid insurance may be provided through the combination of Lessee's primary and excess/umbrella policies.

(b) Workers' Compensation Insurance - Company shall provide coverage for its employees with statutory workers' compensation limits, and no less than $500,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees and officials. All policy endorsements must be submitted along with the Certificate of Insurance.

17. **Condemnation**. If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein leased as reasonably determined by the parties within thirty (30) days of the condemnation date, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and rent shall be accounted for as between Owner and Lessee as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of Owner and Lessee hereunder, provided however, in the event of any condemnation of the Property, Lessee may terminate this Agreement upon fifteen (15) days written notice to Owner if such condemnation may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than thirty (30) days. Lessee may on its own behalf make a claim to the condemning party in any condemnation proceeding involving the Leased Premises, including but not limited to losses related to the Lessee Facilities, its relocation costs and its damages and losses including its leasehold interest, however, such claims shall not in any way affect or reduce the underlying claims of the Owner to the condemning party. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.

18. **Maintenance**.

(a) Lessee, at its sole cost and expense, will be responsible for repairing and maintaining the Lessee's Facilities and any other Improvements installed by Lessee at the Leased Premises, in a proper operating and reasonably safe condition. Owner will maintain and repair all other portions of the Property in a proper operating and reasonably safe condition.

(b) Lessee hereby grants to Owner the right to conduct periodic inspection of Leased Premises and Fence from time to time by providing Lessee with at least forty-eight (48) hours prior written/telephonic notice (except in the event of an emergency). Lessee has the right to have a representative of Lessee present during Owner's inspection. Owner shall not damage, move, alter, disrupt, turn off, adjust or otherwise affect or impair the continuous operation of the Lessee Equipment and shall reimburse Lessee for any damage to the Lessee Equipment caused by Owner and Owner's employees, agents, contractors or subcontractors. While conducting the inspections, Owner and Owner's employees, agents, or contractors shall comply with any and all regulations of the FCC including the FCC's radio frequency emissions exposure guidelines. Owner and Lessee acknowledge that the purpose of such inspections is to ensure that the Leased Premises, Tower and Fence comply with all applicable aesthetic and safety requirements of the applicable laws, ordinances and regulations, including but not limited to zoning codes, and building codes. In the event that Owner determines that reasonable aesthetic and/or safety modifications ("**Repairs**") are required, Owner shall provide written notice to Lessee detailing the Repairs. Lessee, at its sole cost and expense, shall commence the Repairs within thirty (30) days after receipt of written notice. If Lessee cannot reasonably effect such Repairs within such time period despite Lessee's diligent efforts or obtain any necessary zoning and/or building permit requirements necessary to commence the Repairs, the Repairs period may be extended a reasonable amount of time mutually agreed to by Lessee and the City Manager for such additional time as may be reasonably necessary for Lessee to diligently pursue and complete such Repairs. Nothing contained herein shall be construed so as to require Lessee to shut down the Lessee Equipment or otherwise discontinue its operations from the Leased Premises or to make Repairs inconsistent with FCC requirements or other applicable federal, state or local laws, rules and/or regulations.

(c) If Lessee fails to commence the Repairs as specified in this Paragraph, which default is not cured by Lessee in accordance with Paragraph 12 above, Owner may commence the repairs and use, apply or retain all or party of the Security Fund, as depicted in Paragraph 23 below, to reimburse Owner for any loss, damage or expense incurred by Owner for Lessee's uncured default of Repairs. Prior to invading the Security Fund, Owner shall provide Lessee thirty (30) days written notice of Owner's intent to invade the Security Fund and the date and amount of such intended invasion together with written documentation of the loss, damage or expense for which Owner seeks reimbursement from the Security Fund.

(d) Owner agrees to reasonably cooperate with Lessee in the event Lessee determines, that it needs to make repairs to the Fence or its equipment on the Tower, which would require temporary removal of Owner's communications equipment, subject to the following conditions: (i) Lessee shall provide at least thirty (30) days prior written notice to Owner of the need to make any such repairs, which notice shall give details of the type of repairs that will occur (the "**Notice**"), provided, however, in the event of any repair work necessitated by events beyond Lessee's control or required to meet regulatory requirements and for which Lessee is unable to give said thirty (30) day prior notice, Lessee agrees to give Owner notice as soon as reasonably practical under the circumstances; (ii) Lessee, or its contractors, at Lessee's sole cost and expense, shall temporarily remove and relocate all communications equipment as may be necessary to accommodate the repairs by Lessee, to a substitute location specified by Owner, if available, which substitute location is sufficient to meet Lessee's coverage and engineering needs and is economically reasonable to Lessee in its reasonable discretion, and (iii) in the event Lessee's communications equipment located on the Tower or on the ground adjacent to the Tower must be temporarily relocated, Lessee will have the right to use a temporary transmission site or cell on wheels ("**COW**") on the Owner's Property at a location sufficient to meet Lessee's coverage and engineering needs and as reasonably agreed upon by the parties. Rent shall abate for the period of time beyond the initial seven (7) calendar days that Lessee is unable to operate its Lessee Facilities due to such repairs including during the period Lessee's equipment is being relocated to or from the COW. Lessee shall continue to pay rent to Owner as required herein during such relocation. The placement of any temporary transmission facilities shall be subject to Owner's prior written consent and all other necessary government approvals in accordance with the Owner's zoning and land use codes, administrative code, ordinances, rules and regulations. As a condition of this privilege to utilize a COW, the Owner shall have the option to collocate its Public Safety Equipment on that COW at no cost to the Owner provided that the COW is structurally capable of supporting the Owner's Public Safety Equipment (taking into account Lessee's equipment to be installed thereon) which Lessee shall determine in its sole but reasonable discretion. Lessee agrees to diligently and in good faith undertake and complete the repairs as expeditiously as possible in order to minimize the period of time that Lessee's, Owner's and/or third party co-locator's communications equipment needs to be relocated. Lessee and Owner shall both be afforded the opportunity and sufficient time to install temporary communications equipment in alternative locations on the Property prior to removing their existing communications equipment to ensure that they have continuous coverage. Under no circumstances will Lessee or anyone acting on its behalf attempt to move, relocate or remove any communications equipment of Owner without prior notification to Owner.

19. **Future Expansion.** If additional land is requested beyond the area of one hundred fifty (150) square feet, a formal plan must be presented to and approved by Owner. If the plan is approved by Owner, Owner agrees to set the rental rate for the expanded area equal to the current escalated dollar per square foot rate that Owner is receiving from Lessee at the time of the approval.

20. **Additional Rent**. In the event of any default of this Agreement by Lessee beyond any applicable cure period(s) as described herein, Owner may, at any time after notice, cure the default for the account of and at the expense of Lessee; provided, however, unless Lessee fails to timely remove its equipment pursuant to Paragraph 1(f) hereof, under no circumstances is Owner (or anyone on behalf of Owner) permitted to move, alter, relocate or remove Lessee's Equipment. If Owner elects to cure such default, then any sum of money reasonably so expended by Owner in connection with such cure, including reasonable attorney's fees, shall be deemed to be additional rent and shall be due from the Lessee to Owner on the first day of the month following the incurring of the respective expenses.

21. **As-Is**. By taking possession of the Leased Premises, Lessee accepts the Leased Premises in the condition existing as of the date of execution of this Agreement. Except as otherwise expressly provided herein, Owner makes no representation or warranty with respect to the condition of the Leased Premises and Owner shall not be liable for any latent or patent defect in the Leased Premises. Notwithstanding anything to the contrary herein, Owner shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's construction, maintenance, repair, use, operation, condition or dismantling of the Leased Premises unless caused by the sole negligence or willful misconduct of Owner, its employees, agents or contractors.

22. **Cost Recovery.** Lessee shall pay Owner a one (1) time fee in the amount of One Thousand and 00/100 Dollars ($1,000.00) to defray Owner's costs associated with the administrative review of this Agreement, which is a condition precedent to Lessee's use of the Premises ("**Site Development Fee**"). Lessee shall pay the Site Development Fee to Owner within sixty (60) days following the full execution of this Agreement.

23. **Security Fund**. Within thirty (30) days of the Commencement Date, Lessee shall obtain a security bond in the amount of Twenty Thousand Dollars ($20,000.00), in a form reasonably acceptable to the City and naming the City as the obligee thereunder. The security bond shall be used to ensure Lessee's faithful performance of and compliance with all provisions of this Agreement, and other applicable law, including the payment by the Lessee of any claims, liens, fees, fines or taxes due the Owner. Neither the posting of any form of security fund with the Owner, nor the receipt of any damages recovered by the Owner thereunder, shall be construed to excuse faithful performance by the Lessee or limit the liability of the Lessee under the terms of this Agreement for damages, either to the full amount of the fund or otherwise. Lessee shall maintain such security bond throughout the term of this Agreement, and upon written request of Owner, Lessee shall provide evidence that such security bond is being maintained by Lessee. Owner agrees to provide Lessee with advance written notice of thirty (30) business days prior to accessing the security bond. In the event the Owner withdraws funds from the bond, Lessee will provide supplemental funds to maintain the amount of security required herein.

24. **Additional Consideration**. As additional consideration, on or before the Commencement Date of this Agreement, Lessee shall pay to Landlord a one time capital contribution payment in the amount of Five Thousand and 00/100 Dollars ($5,000.00). Owner agrees to use such money for the maintenance and/or improvements to Owner's Property including, but not limited to landscaping, aesthetics, functionality and beautification of Owner's Property. Lessee and Owner acknowledge that this is a one-time payment for the maintenance and/or improvements to Owner's Property for the Initial Term of the Agreement and any subsequent Renewal Term(s).

25. **Late Fees.** Lessee shall pay Owner a late payment charge equal to five (5%) percent of the overdue amount for any payment not paid within ten (10) business days of its due date. Any amounts not paid

within ten (10) business days of its due date shall also bear interest until paid at the lesser of the rate of twelve (12%) percent per month or the highest rate permitted by law.

26. **Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Leased Premises is located; (c) if requested by Lessee, Owner agrees promptly to execute and deliver to Lessee a recordable Memorandum of this Agreement in a form attached hereto as Exhibit C; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties with respect to the subject matter hereof, (e) any amendments to this Agreement must be in writing and executed by both parties; (f) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to who it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (g) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expense from the non-prevailing party, including all costs and expenses incurred through all appeals, (h) the failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity, and (i) the captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement and they shall not affect or be utilized in the construction or interpretation of the Agreement.

27. **Non-Binding Until Fully Executed.** This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

28. **Surveys.** Prior to the Commencement Date, Owner hereby grants to Lessee the right to survey all or part of the Property, including the Leased Premises and cost for such work shall be borne by the Lessee. The parties hereto agree that a copy of the survey shall be provided to Owner within ninety (90) days of the Effective Date.

29. **Rights Upon Sale.** Should Owner at any time during the term of this Agreement decide to sell all or any part of the Property to a purchaser other than Lessee, such sale shall be subject to this Agreement and Lessee's rights hereunder, and any sale by the Owner of the portion of the Property underlying the Access Area herein granted shall be under and subject to the right of Lessee in and to the Access Area. Owner agrees not to sell or lease to any third party areas of Owner's Property or surrounding property for the installation, operation, or maintenance of other wireless communications facilities if such installation, operation, or maintenance would interfere with Lessee's Facilities as determined by radio propagation tests performed by Lessee at purchasing parties' expense, unless the sale involves issues concerning public safety in which case the Owner may sell or lease to any third party areas of Owner's Property or surrounding property and such sale or lease shall not be subject to this Agreement, provided that best efforts are used to avoid interference with Lessee's operations on the Leased Premises. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Lessee, the sale or lease to the third party shall be conditioned upon the third party undertaking any and all steps to prevent interference with Lessee's equipment. Owner shall not be prohibited from the selling, leasing or using of any of Owner's Property or surrounding property for non-wireless communication use provided such non-communication use does not interfere with Lessee's operations as set forth hereunder.

30. **Casualty.**

(a) In the event of damage by fire or other casualty to the Leased Premises that cannot reasonably be expected to be repaired within thirty (30) days following same or, if the Leased Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than thirty (30) days, then Lessee may at any time following such fire or other casualty, terminate this Agreement upon fifteen (15) days written notice to Owner. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of the date of such casualty, with respect to payments due to the other under this Agreement.

(b) In the event of casualty, or total destruction of the Lessee Facilities, Owner agrees to use its reasonable efforts to permit Lessee to place a COW and/or other temporary transmission facilities on the Property until such time as Lessee is able to secure a replacement transmission location for the Lessee Facilities. The placement of any temporary transmission facilities shall be subject to Owner's prior written consent and all other necessary government approvals in accordance with the Owner's zoning and land use codes, administrative codes, ordinances, rules and regulations. Lessee agrees that it will use its reasonable efforts to avoid interfering with Owner's efforts to redevelop the Property arising out of such casualty or total destruction. Notwithstanding the foregoing, all rental payments shall abate during the period of such fire or other casualty, so long as the fire or other casualty is not the fault of the Lessee.

31. **No Waiver of Police Power.** Owner cannot and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to governmental regulations of general applicability which may govern the Leased Premises, any improvements thereon, or any operations at the Leased Premises. Nothing in this Agreement shall be deemed to create an affirmative duty of Owner to abrogate its sovereign right to exercise police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

32. **Survival.** The provisions of the Agreement relating to indemnification from one party to the other party shall survive termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

33. **Waiver of Owner's Lien.**

(a) Owner waives any lien rights it may have concerning the Lessee Facilities, all of which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time, subject to all other applicable provisions of this Agreement without Owner's consent.

(b) Owner acknowledges that Lessee has entered into or may in the future enter into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities ("**Collateral**") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Owner (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and

that such Collateral may be removed, subject to all other applicable provisions of this Agreement at any time without recourse to legal proceedings.

34. **Owner's Public Safety Equipment**. Subject to the interference provisions set forth in Section 10 herein, Lessee acknowledges and agrees that Owner has reserved the right at its sole cost and expense, to place on the Tower communications equipment necessary to link Owner's Fire, Police, Community Service and Public Works/Utilities departments to Owner's central LAN hub (hereinafter said equipment is referred to as "**Owner's Public Safety Equipment**") located at a location on the Tower as provided in the Tower Agreement. After the initial installation of Owner's Public Safety Equipment, Owner shall be solely responsible for all costs and expenses relating to the operation, repair, maintenance and replacement of Owner's Public Safety Equipment, including, without limitation, its utility service charges.

35. **Public Records.**

35.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The Lessee, and any sublessees, or assignees shall comply with Florida's Public Records Law. Specifically, the Lessee, and any sublessees or assignees (for purposes of this section "Lessee") shall:

35.1.1 Keep and maintain public records required by the Owner, and any records pertaining to the Leased Premises, Tower, or Tower users;

35.1.2 Upon request from the Owner's custodian of public records, provide the Owner 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;

35.1.3 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, Lessee shall destroy all copies of such confidential and exempt records remaining in its possession after the Lessee transfers the records in its possession to the Owner; and

35.1.4 Upon completion of the contract, Lessee shall transfer to the Owner, at no cost to the Lessee, all public records in Lessee's possession. All records stored electronically by the Lessee must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

35.2 The failure of Lessee to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the Owner may terminate the Agreement.

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
9090 S.W. 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCityFL.org

36. The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B, & C.

*****SIGNATURES ON FOLLOWING PAGE*****

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Cooper City through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the ____ day of _____, 2023; and _____ authorized to execute same, through its_____.

CITY OF COOPER CITY, through its City Commission

ATTEST:

_____
City Clerk

By:_____
Mayor
_____ day of _____, 2023

By:_____
City Manager
_____ day of_____, 2023

Approved as to form and legality
for the use of and reliance by the
City of Cooper City only:

By:_____
City Attorney
_____ day of _____, 2023

DISH WIRELESS L.L.C., a Colorado limited liability company authorized to do business in the State of Florida

By:_____
Title:_____

Dave Mayo
Executive VP
DISH Wireless

_____
Print Name
23rd day of August, 2023

WITNESSES:

_____
Print Name Jenna Gehring

_____
Print Name Samantha McCall

_____
Print Name Bryce Thomas

State of Florida_____)
SS:
County of Broward)

THIS IS TO CERTIFY, that on this ____ day of _____, 2023, before me an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared _____, who (check one) [ ] is personally known to me or [ ] produced _____ as identification.

_____
Notary Public, State of Florida
Print Name:_____

My Commission expires:

State of Colorado)
) SS:
County of Arapahoe)

THIS IS TO CERTIFY, that on this 23rd day of August, 2023, before me an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Dave Mayo, who (check one) [✓] is personally known to me or [ ] produced _____ as identification.

_____
Notary Public, State of Colorado
Print Name: Samantha McCall

My Commission expires: 11/29/2025

SAMANTHA MCCALL
Notary Public
State of Colorado
Notary ID # 20214046398
My Commission Expires 11-29-2025

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A parcel of land described as Parcel A of the Cooper City Municipal Facility as filed in Plat 140/32, Cooper City, Broward County, Florida. Formerly known as Tracts 1-7 of the Everglades Sugar and Land Co. Subdivision, located in Section 6, Township 51 South, Range 41 East, Cooper City, Florida.

EXHIBIT B

SURVEY AND/OR SITE PLAN

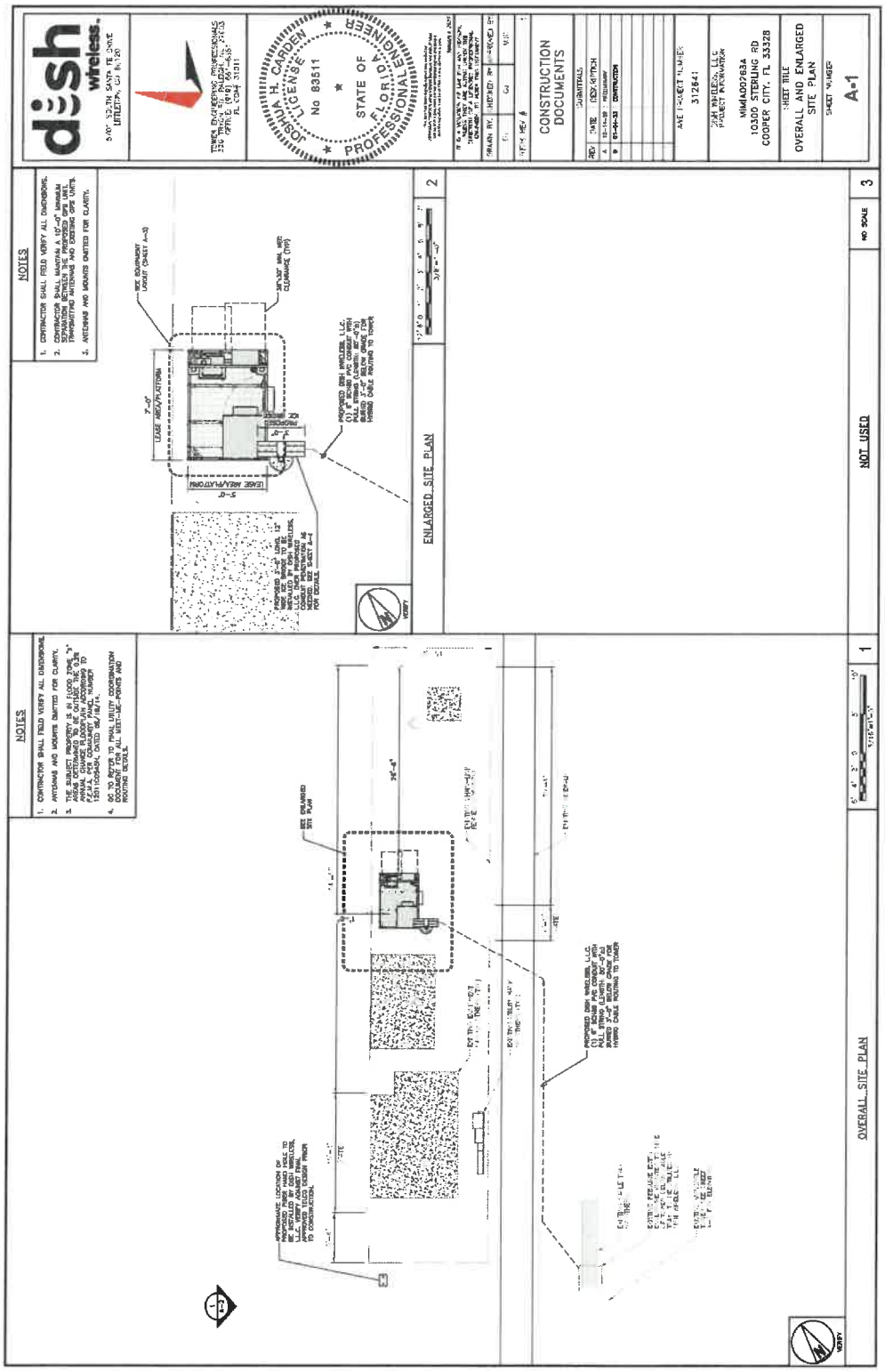

EXHIBIT C

FORM OF MEMORANDUM OF SITE LEASE AGREEMENT

Upon Recording, Return to:

DISH Wireless L.L.C.

Attention: Lease Administration

5701 S. Santa Fe Dr.

Littleton, CO 80120

Re: [DISH SITE ID]

(Space above for Recorder's Office)

MEMORANDUM OF SITE LEASE AGREEMENT

This Memorandum of Site Lease Agreement ("**Memorandum**") is made this ___ day of _____, 20__, by the City of Cooper City, a Florida municipal corporation, with an address of 9090 SW 50th Place, Cooper City, Florida 33328 ("**Owner** and DISH Wireless L.L.C., a Colorado limited liability company ("**Lessee**"), having a place of business at 9601 South Meridian Boulevard, Englewood, Colorado 80112. Lessee and Landlord are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**". This Memorandum is summarized as follows:

1. Lessee and Owner entered into a Site Lease Agreement ("**Agreement**") with an effective date of _____, 20__, for the purpose of installation, operation, maintenance, and management of a wireless communications facility. All of the foregoing, in addition to the provisions set forth in the Agreement between the Parties, are incorporated by reference and made a part herein.

2. Owner is the owner of a certain portion of real property located at _____ being more particularly described in **Exhibit A**, attached hereto and made a part herein (the "**Property**").

3. Owner has leased to Lessee and Lessee has leased from Owner, ground space for Lessee's ground equipment installation on the Property in the locations as described or depicted in **Exhibit B**, attached hereto and made a part hereof (the "**Leased Premises**"), that includes certain right of ways or grants of easements for access and utilities as provided in the Agreement (which may or may not be described or depicted in **Exhibit B**) which easements are in effect, or may be acquired, or granted, throughout the term

of the Agreement as renewed or extended subject to the terms and conditions as set forth in the Agreement.

4. The Agreement has an Initial Term of sixty (60) months commencing on the Commencement Date, as set forth in the Agreement. The Initial Term shall automatically be extended for up to four (4) additional terms of sixty (60) months each unless Lessee elects not to extend the Agreement in the manner as prescribed in the Agreement.

5. Duplicate copies of the originals of the Agreement are in the possession of the Owner and Lessee at the addresses set forth above and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto.

6. It is expressly understood and agreed by all Parties that the sole purpose of this Memorandum is to give record notice of the Agreement; it being distinctly understood and agreed that said Agreement constitutes the entire agreement between Owner and Lessee with respect to the Leased Premises and is hereby incorporated by reference. The Agreement contains and sets forth additional rights, terms, conditions, and obligations not enumerated within this Memorandum which govern the Agreement. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this Memorandum, the terms of the Agreement shall control. The rights and obligations set forth in the Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns.

[Reminder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Site Lease Agreement as of the day and year last written below.

OWNER:	**LESSEE:**
City of Cooper City,	**DISH Wireless L.L.C.**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[Reminder of page intentionally left blank. Acknowledgement page follows.]

OWNER'S ACKNOWLEDGMENT

STATE OF _____)

) SS:

COUNTY OF _____)

On this _____ day of _____, 20___, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared _____(person/company) to me known to be the identical person who executed the within and foregoing instrument as its _____(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said _____(company), for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

_____

Notary Public

My Commission Expires:_____

Commission No:_____

LESSEE'S ACKNOWLEDGMENT

STATE OF _____)

) SS:

COUNTY OF)

On this _____ day of _____, 20____, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared _____ of DISH Wireless L.L.C. to me known to be the identical person who executed the within and foregoing instrument as its _____(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said **DISH Wireless L.L.C.**, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

_____

Notary Public

My Commission Expires:_____

Commission No:_____

EXHIBIT A

Legal Description of the Property

Property Address:

Parcel Identification Number:

Legal Description of the Property:

EXHIBIT B

Leased Premises

[Insert Site Plan]

Upon Recording, Return to:

DISH Wireless L.L.C.

Attention: Lease Administration

5701 S. Santa Fe Dr.

Littleton, CO 80120

Re: MIMIA00263A

(Space above for Recorder's Office)

MEMORANDUM OF SITE LEASE AGREEMENT

This Memorandum of Site Lease Agreement ("**Memorandum**") is made this ___ day of _____, 20__, by the City of Cooper City, a Florida municipal corporation, with an address of 9090 SW 50th Place, Cooper City, Florida 33328 ("**Owner**"), and DISH Wireless L.L.C., a Colorado limited liability company ("**Lessee**"), having a place of business at 9601 South Meridian Boulevard, Englewood, Colorado 80112. Lessee and Owner are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**". This Memorandum is summarized as follows:

1. Lessee and Owner entered into a Site Lease Agreement ("**Agreement**") with an effective date of _____, 20__, for the purpose of installation, operation, maintenance, and management of a wireless communications facility. All of the foregoing, in addition to the provisions set forth in the Agreement between the Parties, are incorporated by reference and made a part herein.

2. Owner is the owner of a certain portion of real property located at 10300 Stirling Road, Cooper City, Florida 33328 being more particularly described in **Exhibit A**, attached hereto and made a part herein (the "**Property**").

3. Owner has leased to Lessee and Lessee has leased from Owner, ground space for Lessee's ground equipment installation on the Property in the locations as described or depicted in **Exhibit B**, attached hereto and made a part hereof (the "**Leased Premises**"), that includes certain right of ways or grants of easements for access and utilities as provided in the Agreement (which may or may not be described or depicted in **Exhibit B**) which easements are in effect, or may be acquired, or granted, throughout the term

of the Agreement as renewed or extended subject to the terms and conditions as set forth in the Agreement.

4. The Agreement has an Initial Term of sixty (60) months commencing on the Commencement Date, as set forth in the Agreement. The Initial Term shall automatically be extended for up to four (4) additional terms of sixty (60) months each unless Lessee elects not to extend the Agreement in the manner as prescribed in the Agreement.

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[Reminder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Site Lease Agreement as of the day and year last written below.

OWNER:

City of Cooper City,

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

DISH Wireless L.L.C.

By: _____

Name: Dave Mayo
Executive VP
DISH Wireless

Title: _____

Date: 8/23/23

[Reminder of page intentionally left blank. Acknowledgement page follows.]

OWNER'S ACKNOWLEDGMENT

STATE OF _____)

) SS:

COUNTY OF _____)

On this _____ day of _____, 20___, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared _____(person/company) to me known to be the identical person who executed the within and foregoing instrument as its _____(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said _____(company), for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

_____

Notary Public

My Commission Expires:_____

Commission No:_____

LESSEE'S ACKNOWLEDGMENT

STATE OF Colorado)

) SS:

COUNTY OF Arapahoe)

On this 23rd day of August, 2023, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared Dave Mayo of DISH Wireless L.L.C. to me known to be the identical person who executed the within and foregoing instrument as its EVP (title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said **DISH Wireless L.L.C.**, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires: 11/29/2025

Commission No: 20214046398

SAMANTHA MCCALL
Notary Public
State of Colorado
Notary ID # 20214046398
My Commission Expires 11-29-2025

EXHIBIT A

Legal Description of the Property

Property Address: 10300 Stirling Road, Cooper City, Florida 33328

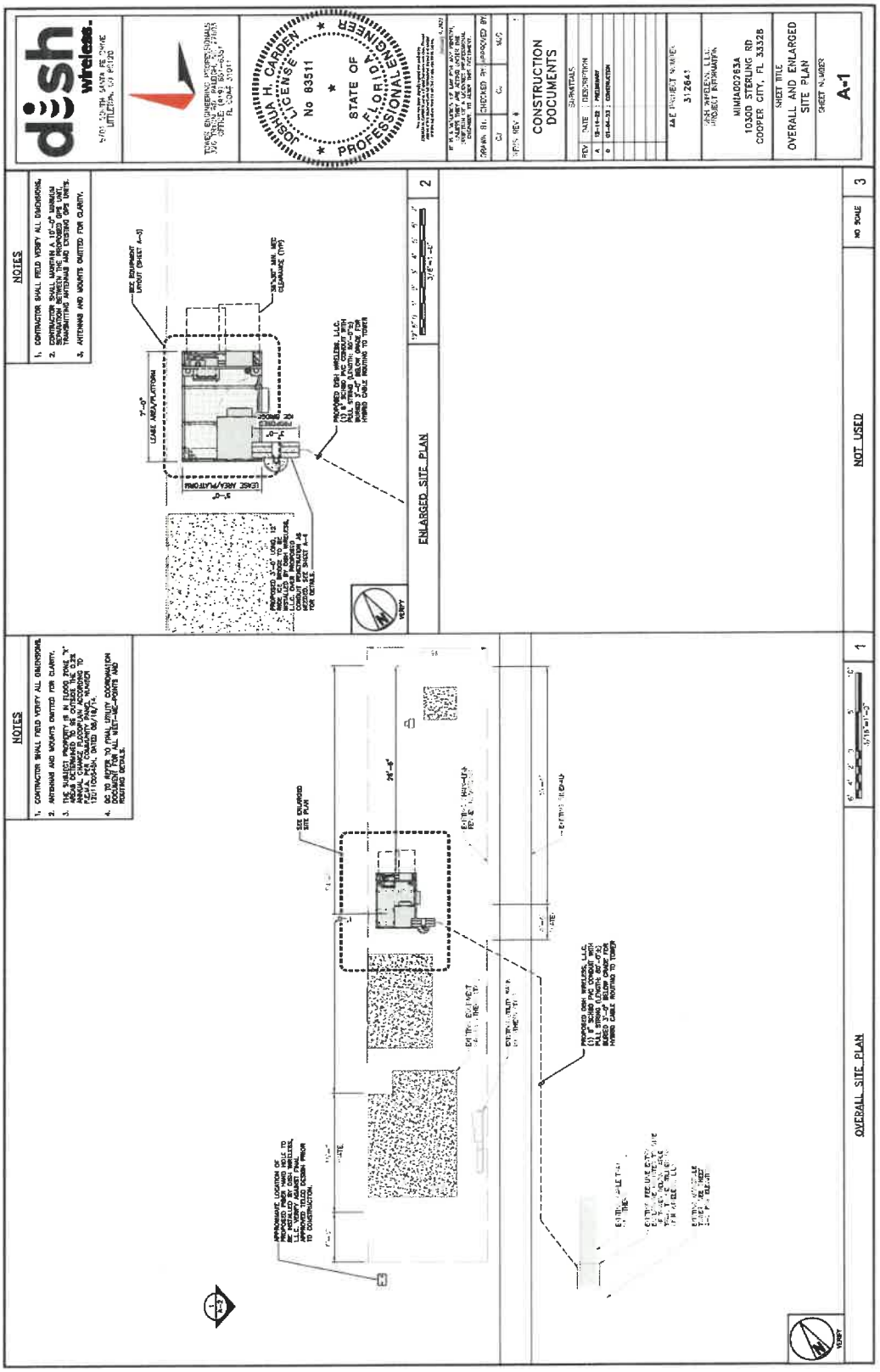
Parcel Identification Number: 51-41-06-08-0010

Legal Description of the Property:

A parcel of land described as Parcel A of the Cooper City Municipal Facility as filed in Plat 140/32, Cooper City, Broward County, Florida. Formerly known as Tracts 1-7 of the Everglades Sugar and Land Co. Subdivision, located in Section 6, Township 51 South, Range 41 East, Cooper City, Florida.

EXHIBIT B

Leased Premises



Upon Recording, Return to:

DISH Wireless L.L.C.

Attention: Lease Administration

5701 S. Santa Fe Dr.

Littleton, CO 80120

Re: MIMIA00263A

(Space above for Recorder's Office)

MEMORANDUM OF SITE LEASE AGREEMENT

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[Reminder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Site Lease Agreement as of the day and year last written below.

OWNER:	**LESSEE:**
City of Cooper City,	**DISH Wireless L.L.C.**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[Reminder of page intentionally left blank. Acknowledgement page follows.]

OWNER'S ACKNOWLEDGMENT

STATE OF _____)

) SS:

COUNTY OF _____)

On this _____ day of _____, 20___, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared _____(person/company) to me known to be the identical person who executed the within and foregoing instrument as its _____(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said _____(company), for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

_____

Notary Public

My Commission Expires:_____

Commission No:_____

LESSEE'S ACKNOWLEDGMENT

STATE OF _____)

) SS:

COUNTY OF)

On this _____ day of _____, 20____, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared _____ of DISH Wireless L.L.C. to me known to be the identical person who executed the within and foregoing instrument as its _____(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said **DISH Wireless L.L.C.**, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

_____

Notary Public

My Commission Expires:_____

Commission No:_____

EXHIBIT A

Legal Description of the Property

Property Address: 10300 Stirling Road, Cooper City, Florida 33328

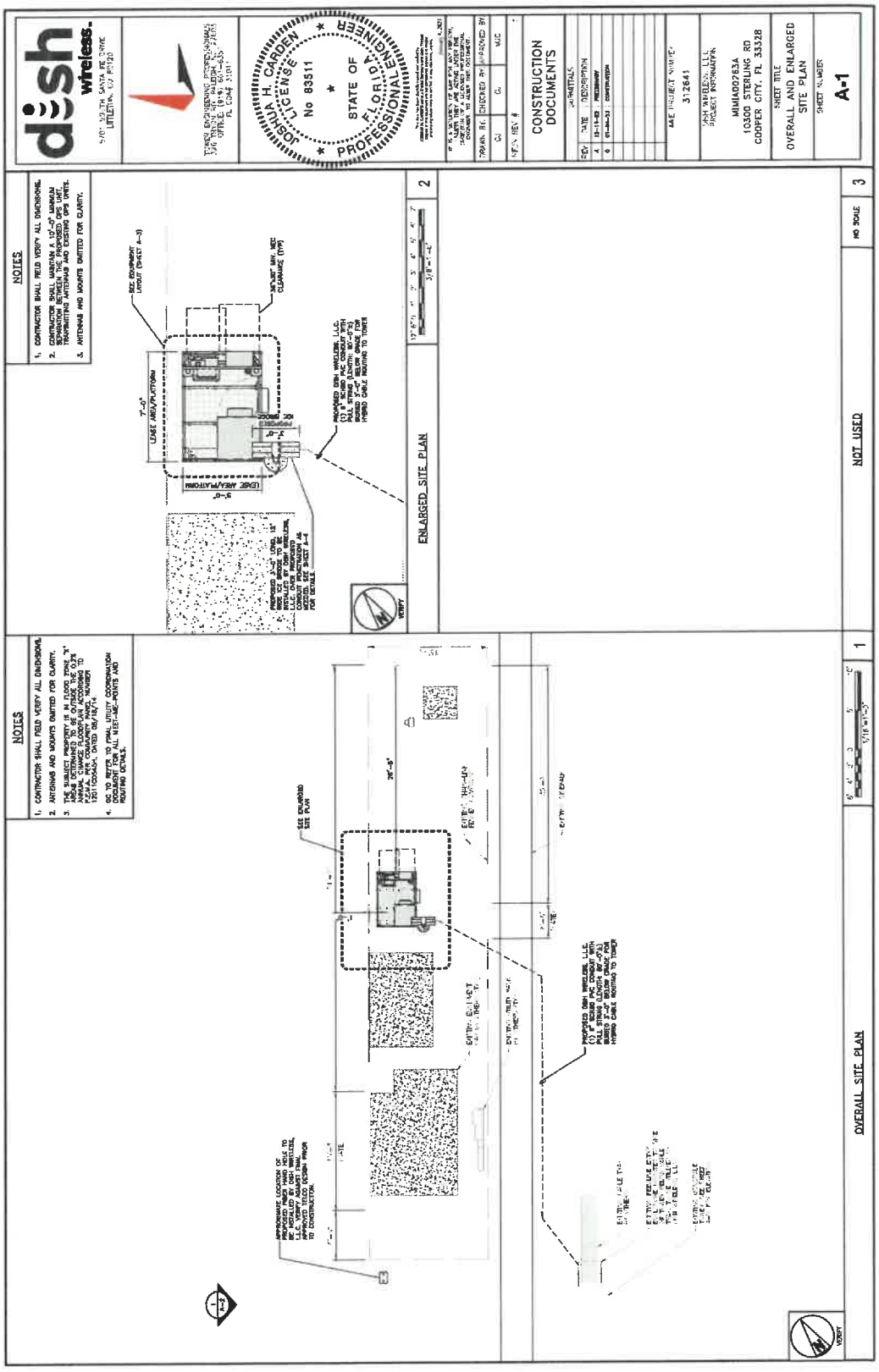
Parcel Identification Number: 51-41-06-08-0010

Legal Description of the Property:

A parcel of land described as Parcel A of the Cooper City Municipal Facility as filed in Plat 140/32, Cooper City, Broward County, Florida. Formerly known as Tracts 1-7 of the Everglades Sugar and Land Co. Subdivision, located in Section 6, Township 51 South, Range 41 East, Cooper City, Florida.

EXHIBIT B

Leased Premises



RESOLUTION NO. 23-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE AGREEMENT BETWEEN DISH WIRELESS LLC AND THE CITY OF COOPER CITY FOR ONE HUNDRED FIFTY (150) FEET OF GROUND SPACE AT THE TELECOMMUNICATIONS TOWER ON CITY-OWNED PROPERTY LOCATED AT 10300 STIRLING ROAD; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, on July 16, 2002, the City adopted Ordinance No. 2002-07-02, which provides for the placement of wireless facilities that are seeking to be located within the City, and establishes an application process for locating wireless towers and antennas and placement of ground equipment within the City; and

WHEREAS, Dish Wireless LLC desires to lease from the City of Cooper City, one hundred fifty (150) feet of ground space at the property located at 10300 Stirling Road for the purpose of operating telecommunications equipment for the rental payments of $20,000.00 annually increasing by four percent (4%) per annum as attached hereto as Exhibit "A" ("Lease Agreement"); and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City to approve the Lease Agreement;

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

Section 1: *Recitals.*

That the recitals stated above are hereby adopted and confirmed.

Section 2: That the Lease Agreement attached hereto as Exhibit "A" between Dish Wireless LLC and the City of Cooper City is hereby approved.

Section 3: *Authorized Officials.*

That the appropriate City officials are authorized to execute the Lease Agreement.

Section 4: ***Conflicts.***

That all Resolutions or parts of Resolutions in conflict are repealed to the extent of such conflicts.

Section 5: ***Effective Date.***

This Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF SEPTEMBER, 2023.

_____
GREG ROSS
Mayor

ATTEST:

_____
City Clerk, MMC

APPROVED AS TO LEGAL FORM:

_____
OFFICE OF THE CITY ATTORNEY

ROLL CALL

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

Price Sheet

DISH Wireless L.L.C
Agreement No. 878196-4
Site No. MIMIA00263A

Annual Increase 4%		
Year	**Monthly Rent**	**Annual Rent**
1	1,666.67	20,000.00
2	1,733.33	20,800.00
3	1,802.67	21,632.00
4	1,874.77	22,497.28
5	1,949.76	23,397.17
6	2,027.75	24,333.06
7	2,108.87	25,306.38
8	2,193.22	26,318.64
9	2,280.95	27,371.38
10	2,372.19	28,466.24
11	2,467.07	29,604.89
12	2,565.76	30,789.08
13	2,668.39	32,020.64
14	2,775.12	33,301.47
15	2,886.13	34,633.53
16	3,001.57	36,018.87
17	3,121.64	37,459.62
18	3,246.50	38,958.01
19	3,376.36	40,516.33
20	3,511.42	42,136.98
21	3,651.87	43,822.46
22	3,797.95	45,575.36
23	3,949.86	47,398.38
24	4,107.86	49,294.31
25	4,272.17	51,266.08

Capital Contribution	
Year	**One Time - Capital Contribution**
1	5,000.00

CERTIFICATE OF LIABILITY INSURANCE

Meeting Date: 12/12/2023 Item #9.

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 Lockton Companies 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1049193 DISH Network Corporation DISH Network LLC 9601 S. Meridian Blvd. Englewood, CO 80112	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE American Insurance Company — 22667 INSURER B : Indemnity Insurance Co of North America — 43575 INSURER C : Gemini Insurance Company — 10833 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 19816234 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Standard Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC X OTHER: SIR $500,000	Y	Y	XSL G47341693	8/1/2023	8/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ XXXXXXX $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	N	Y	ISA H10737321	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C50713891 (AOS) SCF C50714019 (WI)	8/1/2023 8/1/2023	8/1/2024 8/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Excess Automobile	N	N	GVE100317101	8/1/2023	8/1/2024	$3,000,000 Per Occurrence	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Property Located at 10300 Stirling Road, Cooper City, Florida 33328 - Dish Site: MIMIA00263A

Certificate Holder is included as Additional Insured as respects General Liability if required by written contract. General Liability is Primary and Non-Contributory. Waiver of Subrogation applies in favor of the Additional Insured as respects General and Auto Liability and Workers Compensation if required by written contract, where permissible by law. If policies are cancelled by the issuing company during the policy term, for other than non-payment of premium, 30 days' notice will be provided to the Certificate Holder named below and 10 days' notice for non-payment of premium.

CERTIFICATE HOLDER

19816234
City of Cooper City
a Florida municipal corporation
9090 SW 50th Place
Cooper City FL 33328

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured			Endorsement Number
Dish Network Corporation			2
Policy Symbol	**Policy Number**	**Policy Period**	**Effective Date of Endorsement**
XSL	XSL G47341693	8/1/2023 to 8/1/2024	8/1/2023
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the

Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Authorized Representative

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Dish Network Corporation			Endorsement Number 2
Policy Symbol ISA	Policy Number H10737321	Policy Period 8/1/2023 TO 8/1/2024	Effective Date of Endorsement 8/1/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured DISH NETWORK CORPORATION 9601 S. MERIDIAN BOULEVARD ENGLEWOOD CO 80112	Endorsement Number
	Policy Number Symbol: WLR Number. WLR C50713891
Policy Period 8/1/2023TO8/1/2024	Effective Date of Endorsement 8/1/2023
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when thi endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

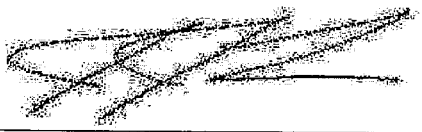
Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(KS.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured **Endorsement Number**
Dish Network Corporation
Policy Symbol **Policy Number** **Policy Period**
XSL XSL G47341693 8/1/2023 to 8/1/2024
Issued By (Name of Insurance Company)
ACE American Insurance Company
Insert the policy number. The remainder of the information is to be completed only when is endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

XS-6W34(09-95)

NOTICE TO OTHERS ENDORSEMENT - SCHEDULE - EMAIL ONLY Named

Insured Dish Network Corporation

Policy Symbol	Policy Number	Policy Period
XSL	XSL G47341693	8/1/2023 to 8/1/2024

Issued By (Name of Insurance Company)
ACE American Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you of the first named Insured for any reason other that nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listen in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such person or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
B. The Schedule must be initially provided to us within 15 days after:
   i. The beginning of the Policy period, if this endorsement is effective as of such date; or
   IL This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
H. We have arrange with your representative to send such notice in the event of any such cancellation.
I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
J. This endorsement does not apply in the event that you cancel the Policy.

ALL-32685 (01/11)

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured			Endorsement Number
Dish Network Corporation			131
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	XSL G47341693	8/1/2023 to 8/1/2024	8/1/2023
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization:
Subcarrier Communications Inc.
EMAIL - lucrecia@subcarrier.com
Physical Address:
139 White Oak Lane
Old Bridge, NJ 08857

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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City of Pembroke Pines, FL

Communication Tower 10801 Pembroke Road

Determination Questions	
1. Does the contract convey control of the right to use another entity's underlying asset?	Yes
2. Is the underlying asset controlled for a period of time in an exchange or exchange-like transaction?	Yes
3. Does the contract transfer ownership of the underlying asset to the lessee by the end of the contract?	No
4. Does the contract contain termination options?	Yes
5. Does the contract contain a fiscal funding or cancellation clause that is reasonably certain of being exercised?	No
Per GASB Statement No. 87 paragraph 19, this contract does not appear to be a Contract That Transfers Ownership. See Lease Classification section below for indication of the Lease Type identified.	

Basic Entity Information	
General Information	
Entity Reporting Standards	GASB
Fiscal Year-End	09/30
Beginning of Restatement Period	10/01/2021
GASB 87 Implementation Date	09/30/2022
General Information	
Lease Name	Communication Tower 10801 Pembroke Road
Lessee or Lessor	Lessor
Vendor Name / Lessee Name	UniSite/Omnipoint FL Tower Venture, LLC
Source	Link
Note: Source links will expire after 30 days. If you are having trouble accessing the link, please export this file again.	

Basic Lease Information	
Basic Information	
Lease Component Name	Communication Tower 10801 Pembroke Road
Internal Lease Identifier	
Related Party	No
Regulated Lease	No
Intra-Entity Lease	No
Materiality	Material
Month-to-Month or Year-to-Year Lease	No
Key Dates	

Lease Contract Date	12/01/1997
Contract Commencement Date	12/01/1997
Lease Start Date	10/01/2021
Lease End Date	11/30/2032
First Payment Date	10/01/2021
Second Payment Date	10/01/2022
Underlying Asset Information	
Fair Value of Asset as of Commencement	$0.00
Underlying Asset Type	Land
Underlying Asset Depreciable	No
Additional Info	
Description:	
TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, consisting of a building or buildings, as necessary now or in the future, to shelter its telecommunications equipment,	
General Notes:	
GASB Implementation Guide Q Are cell phone tower or antenna placement agreement leases? A If the agreement meet the definition of a lease in paragraph 4 of Statement 87, including the control criterion, then such agreements are leases. The control criterion generally is met if a cell phone tower or antenna placement agreement conveys control of the right of use the land on which	

Lease Term	
Lease Term	
Noncancelable Lease Term (in months)	134
Maximum Lease Term (in months)	254
Total Lease Term (in months)	134
Extension Options	
Lessee's Extension Option Period (in months)	60
# of Options	2
Reasonably Certain	No
# of Options Reasonably Certain	0
Comments	
Lessor's Extension Option Period (in months)	0
Termination Options	
Lessee's Termination Option Period (in months)	0
Lessor's Termination Option Period (in months)	0
Fiscal Funding or Cancellation Clause:	
Fiscal Funding or Cancellation Clause Period Year	N/A

Payments	
Payments	
Variable Payments Based on Future Performance	No
Payment Type	Both
Interest Basis	30/360

Fixed Payment Details	
Payment Amount	$48,000.00
First Payment Pro-Rated	No
Payment Frequency	Annual
First Fixed Payment Date	10/01/2021
Second Fixed Payment Date	10/01/2022
Step Payment Increase #1	
Start Date	12/01/2021
End Date	11/30/2042
Increase Frequency	Annual
Type	Percentage increase
Amount	3.0000%
Payment Frequency	Annual
Variable Payment Details	
Variable Payments Fixed in Substance	$0.00
Variable Payments Based on an Index	$0.00
Variable Payments Based on a Rate	$0.00
Other Payments	
Other Reasonably Certain Payments	$0.00

Residual Value	
Guaranteed Residual Value	
Guaranteed Residual Value Payment	$0.00
Unguaranteed Residual Value	
Unguaranteed Residual Value / Bargain Purchase Amount	$0.00
Asset Condition	
Does contract require underlying asset to be returned in its original or enhanced condition?	No

Purchase/Termination	
Exercise Price for Purchase Option	
Reasonably Certain / Already Exercised	N/A
Explanation	
Date of Purchase Option	N/A
Lease Termination	
Termination Penalty	$0.00

Incentives and Prepayments	
Incentives/Prepayments Before Commencement	
Lease Incentives Received / Paid Before Commencement	$0.00
Lease Incentives Received / Paid at Commencement	$0.00
Lease Payments Received / Paid Before Commencement	$0.00
Incentives After Lease Start Date	
Lease Incentives Received / Paid After Lease Start Date	$0.00

Additional Lease Details	
Deposits	
Refundable Deposit	$0.00
Non-Refundable Deposit	$0.00
Uncollectible Amounts	
Provision for Uncollectible Amounts	$0.00

Direct Costs	
Lessor's Initial Direct Costs (Not Debt Issuance Costs)	$0.00
Interest Rate	
Stated Interest Rate	0.0000%
Implicit Interest Rate	0.0000%
Entity's Incremental Borrowing Rate	1.3447%
Asset Value	
Original Asset Cost	$0.00
Accumulated Depreciation	$0.00
Carrying Value of Asset	$0.00
Asset Lifetime	
Remaining Depreciable Months	0
Remaining Asset Life as of Commencement (in months)	0
Underlying Asset End Date	11/30/2032
Lease Classification	
Lease Type	Lease
Per GASB Statement No. 87, Paragraph 16, 19 and 42, this lease does not appear to be a Contract That Transfers Ownership, Short-Term Lease, or Regulated Lease. It will be included in the Reporting Notes Export accordingly.	
Restatement	
Lease Previously Presented as a Capital Lease	No

Allocations	
Allocation 1	
Org Code	
Department	Human Services
Function	Human Services
Fund	Charter Schools
Purpose	
Type	%
Value	100.0000%

City of Pembroke Pines, FL

Communication Tower 1361 NW 126th Avenue (Pembroke Falls)

Determination Questions	
1. Does the contract convey control of the right to use another entity's underlying asset?	Yes
2. Is the underlying asset controlled for a period of time in an exchange or exchange-like transaction?	Yes
3. Does the contract transfer ownership of the underlying asset to the lessee by the end of the contract?	No
4. Does the contract contain termination options?	Yes
5. Does the contract contain a fiscal funding or cancellation clause that is reasonably certain of being exercised?	No
Per GASB Statement No. 87 paragraph 19, this contract does not appear to be a Contract That Transfers Ownership. See Lease Classification section below for indication of the Lease Type identified.	

Basic Entity Information	
General Information	
Entity Reporting Standards	GASB
Fiscal Year-End	09/30
Beginning of Restatement Period	10/01/2021
GASB 87 Implementation Date	09/30/2022
General Information	
Lease Name	Communication Tower 1361 NW 126th Avenue (Pembroke Falls)
Lessee or Lessor	Lessor
Vendor Name / Lessee Name	Unisite/Omnipoint FL Tower Venture, LLC
Source	Link
Note: Source links will expire after 30 days. If you are having trouble accessing the link, please export this file again.	

Basic Lease Information	
Basic Information	
Lease Component Name	Communication Tower 1361 NW 126th Avenue (Pembroke Falls)
Internal Lease Identifier	
Related Party	No
Regulated Lease	No
Intra-Entity Lease	No
Materiality	Material
Month-to-Month or Year-to-Year Lease	No
Key Dates	

Lease Contract Date	12/01/1997
Contract Commencement Date	12/01/1997
Lease Start Date	10/01/2021
Lease End Date	11/30/2032
First Payment Date	12/01/2021
Second Payment Date	12/01/2022
Underlying Asset Information	
Fair Value of Asset as of Commencement	$0.00
Underlying Asset Type	Land
Underlying Asset Depreciable	No
Additional Info	
Description:	
This Agreement is effective upon execution hereof, for a term of fifteen (15) years, with two (2) five (5) year renewal periods upon mutual consent and written agreement by the parties. Each annual Rent payment shall increase at rate of three (3) percent compounded annually and shall be due on the October 1st anniversary date and be submitted to the CITY, no later than (30)	
General Notes:	
GASB Implementation Guide Q Are cell phone tower or antenna placement agreement leases? A If the agreement meet the definition of a lease in paragraph 4 of Statement 87, including the control criterion, then such agreements are leases. The control criterion generally is met if a cell phone tower or antenna placement agreement conveys control of the right of use the land on which	

Lease Term	
Lease Term	
Noncancelable Lease Term (in months)	134
Maximum Lease Term (in months)	254
Total Lease Term (in months)	134
Extension Options	
Lessee's Extension Option Period (in months)	60
# of Options	2
Reasonably Certain	No
# of Options Reasonably Certain	0
Comments	
Lessor's Extension Option Period (in months)	0
Termination Options	
Lessee's Termination Option Period (in months)	0
Lessor's Termination Option Period (in months)	0
Fiscal Funding or Cancellation Clause:	
Fiscal Funding or Cancellation Clause Period Year	N/A

Payments	
Payments	
Variable Payments Based on Future Performance	No

Payment Type	Both
Interest Basis	30/360
Fixed Payment Details	
Payment Amount	$48,787.06
First Payment Pro-Rated	No
Payment Frequency	Annual
First Fixed Payment Date	12/01/2021
Second Fixed Payment Date	12/01/2022
Step Payment Increase #1	
Start Date	12/01/2022
End Date	11/30/2042
Increase Frequency	Annual
Type	Percentage increase
Amount	3.0000%
Payment Frequency	Annual
Variable Payment Details	
Variable Payments Fixed in Substance	$0.00
Variable Payments Based on an Index	$0.00
Variable Payments Based on a Rate	$0.00
Other Payments	
Other Reasonably Certain Payments	$0.00

Residual Value	
Guaranteed Residual Value	
Guaranteed Residual Value Payment	$0.00
Unguaranteed Residual Value	
Unguaranteed Residual Value / Bargain Purchase Amount	$0.00
Asset Condition	
Does contract require underlying asset to be returned in its original or enhanced condition?	No

Purchase/Termination	
Exercise Price for Purchase Option	
Reasonably Certain / Already Exercised	N/A
Explanation	
Date of Purchase Option	N/A
Lease Termination	
Termination Penalty	$0.00

Incentives and Prepayments	
Incentives/Prepayments Before Commencement	
Lease Incentives Received / Paid Before Commencement	$0.00
Lease Incentives Received / Paid at Commencement	$0.00
Lease Payments Received / Paid Before Commencement	$0.00
Incentives After Lease Start Date	

Lease Incentives Received / Paid After Lease Start Date	$0.00

Additional Lease Details	
Deposits	
Refundable Deposit	$0.00
Non-Refundable Deposit	$0.00
Uncollectible Amounts	
Provision for Uncollectible Amounts	$0.00

Direct Costs	
Lessor's Initial Direct Costs (Not Debt Issuance Costs)	$0.00
Interest Rate	
Stated Interest Rate	0.0000%
Implicit Interest Rate	0.0000%
Entity's Incremental Borrowing Rate	1.3447%
Asset Value	
Original Asset Cost	$0.00
Accumulated Depreciation	$0.00
Carrying Value of Asset	$0.00
Asset Lifetime	
Remaining Depreciable Months	0
Remaining Asset Life as of Commencement (in months)	0
Underlying Asset End Date	11/30/2032
Lease Classification	
Lease Type	Lease
Per GASB Statement No. 87, Paragraph 16, 19 and 42, this lease does not appear to be a Contract That Transfers Ownership, Short-Term Lease, or Regulated Lease. It will be included in the Reporting Notes Export accordingly.	
Restatement	
Lease Previously Presented as a Capital Lease	No

Allocations	
Allocation 1	
Org Code	
Department	Public Services
Function	General Government
Fund	General Fund
Purpose	
Type	%
Value	100.0000%

City of Pembroke Pines, FL

Communication Tower 13975 Pembroke Road Site # 878296 (Public Service Bldg)

Determination Questions	
1. Does the contract convey control of the right to use another entity's underlying asset?	Yes
2. Is the underlying asset controlled for a period of time in an exchange or exchange-like transaction?	Yes
3. Does the contract transfer ownership of the underlying asset to the lessee by the end of the contract?	No
4. Does the contract contain termination options?	Yes
5. Does the contract contain a fiscal funding or cancellation clause that is reasonably certain of being exercised?	No
Per GASB Statement No. 87 paragraph 19, this contract does not appear to be a Contract That Transfers Ownership. See Lease Classification section below for indication of the Lease Type identified.	

Basic Entity Information	
General Information	
Entity Reporting Standards	GASB
Fiscal Year-End	09/30
Beginning of Restatement Period	10/01/2021
GASB 87 Implementation Date	09/30/2022
General Information	
Lease Name	Communication Tower 13975 Pembroke Road Site # 878296 (Public Service Bldg)
Lessee or Lessor	Lessor
Vendor Name / Lessee Name	Crown Castle USA Inc
Source	Link
Note: Source links will expire after 30 days. If you are having trouble accessing the link, please export this file again.	

Basic Lease Information	
Basic Information	
Lease Component Name	Communication Tower 13975 Pembroke Road Site # 878296 (Public Service Bldg)
Internal Lease Identifier	
Related Party	No
Regulated Lease	No
Intra-Entity Lease	No

Materiality	Material
Month-to-Month or Year-to-Year Lease	No
Key Dates	
Lease Contract Date	12/01/1997
Contract Commencement Date	08/29/2001
Lease Start Date	10/01/2021
Lease End Date	05/31/2026
First Payment Date	08/29/2022
Second Payment Date	08/29/2023
Underlying Asset Information	
Fair Value of Asset as of Commencement	$0.00
Underlying Asset Type	Land
Underlying Asset Depreciable	No
Additional Info	
Description:	
GASB Implementation Guide Q Are cell phone tower or antenna placement agreement leases? A If the agreement meet the definition of a lease in paragraph 4 of Statement 87, including the control criterion, then such agreements are leases. The control criterion generally is met if a cell phone tower or antenna placement agreement conveys control of the right of use the land on which	
General Notes:	
Section 5.01 of the Agreement is amended by replacing "three (3)" with '·seven (7)", thereby adding four (4) additional five (5)-year renewal periods to the Agreement beyond the Original Term, and extending its total term to May 31, 2041, unless sooner terminated as provided in the Agreement. Commencing on October I, 202 I, and every year thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to five percent (5%) of the annual rent in effect for	

Lease Term	
Lease Term	
Noncancelable Lease Term (in months)	56
Maximum Lease Term (in months)	236
Total Lease Term (in months)	56
Extension Options	
Lessee's Extension Option Period (in months)	60
# of Options	3
Reasonably Certain	No
# of Options Reasonably Certain	0
Comments	
Lessor's Extension Option Period (in months)	0
Termination Options	
Lessee's Termination Option Period (in months)	0
Lessor's Termination Option Period (in months)	0
Fiscal Funding or Cancellation Clause:	
Fiscal Funding or Cancellation Clause Period Year	N/A

Payments	
Payments	
Variable Payments Based on Future Performance	No
Payment Type	Both
Interest Basis	30/360
Fixed Payment Details	
Payment Amount	$48,787.06
First Payment Pro-Rated	Yes
Pro-Rated Payment Amount	$48,787.06
Payment Frequency	Annual
First Fixed Payment Date	10/01/2021
Second Fixed Payment Date	10/01/2022
Step Payment Increase #1	
Start Date	10/01/2021
End Date	05/31/2026
Increase Frequency	Annual
Type	Percentage increase
Amount	5.0000%
Payment Frequency	Annual
Variable Payment Details	
Variable Payments Fixed in Substance	$0.00
Variable Payments Based on an Index	$0.00
Variable Payments Based on a Rate	$0.00
Other Payments	
Other Reasonably Certain Payments	$0.00

Residual Value	
Guaranteed Residual Value	
Guaranteed Residual Value Payment	$0.00
Unguaranteed Residual Value	
Unguaranteed Residual Value / Bargain Purchase Amount	$0.00
Asset Condition	
Does contract require underlying asset to be returned in its original or enhanced condition?	No

Purchase/Termination	
Exercise Price for Purchase Option	
Reasonably Certain / Already Exercised	N/A
Explanation	
Date of Purchase Option	N/A
Lease Termination	
Termination Penalty	$0.00

Incentives and Prepayments

Incentives/Prepayments Before Commencement	
Lease Incentives Received / Paid Before Commencement	$0.00
Lease Incentives Received / Paid at Commencement	$0.00
Lease Payments Received / Paid Before Commencement	$0.00
Incentives After Lease Start Date	
Lease Incentives Received / Paid After Lease Start Date	$0.00

Additional Lease Details	
Deposits	
Refundable Deposit	$0.00
Non-Refundable Deposit	$0.00
Uncollectible Amounts	
Provision for Uncollectible Amounts	$0.00

Direct Costs	
Lessor's Initial Direct Costs (Not Debt Issuance Costs)	$0.00
Interest Rate	
Stated Interest Rate	0.0000%
Implicit Interest Rate	0.0000%
Entity's Incremental Borrowing Rate	0.6320%
Asset Value	
Original Asset Cost	$0.00
Accumulated Depreciation	$0.00
Carrying Value of Asset	$0.00
Asset Lifetime	
Remaining Depreciable Months	0
Remaining Asset Life as of Commencement (in months)	0
Underlying Asset End Date	05/31/2026
Lease Classification	
Lease Type	Lease
Per GASB Statement No. 87, Paragraph 16, 19 and 42, this lease does not appear to be a Contract That Transfers Ownership, Short-Term Lease, or Regulated Lease. It will be included in the Reporting Notes Export accordingly.	
Restatement	
Lease Previously Presented as a Capital Lease	No

Allocations	
Allocation 1	
Org Code	
Department	Public Services
Function	General Government
Fund	General Fund
Purpose	
Type	%
Value	100.0000%

City of Pembroke Pines, FL

Communication Tower 13975 Pembroke Road Site # 91539 (Public Service Bldg)

Determination Questions	
1. Does the contract convey control of the right to use another entity's underlying asset?	Yes
2. Is the underlying asset controlled for a period of time in an exchange or exchange-like transaction?	Yes
3. Does the contract transfer ownership of the underlying asset to the lessee by the end of the contract?	No
4. Does the contract contain termination options?	Yes
5. Does the contract contain a fiscal funding or cancellation clause that is reasonably certain of being exercised?	No
Per GASB Statement No. 87 paragraph 19, this contract does not appear to be a Contract That Transfers Ownership. See Lease Classification section below for indication of the Lease Type identified.	

Basic Entity Information	
General Information	
Entity Reporting Standards	GASB
Fiscal Year-End	09/30
Beginning of Restatement Period	10/01/2021
GASB 87 Implementation Date	09/30/2022
General Information	
Lease Name	Communication Tower 13975 Pembroke Road Site # 91539 (Public Service Bldg)
Lessee or Lessor	Lessor
Vendor Name / Lessee Name	Unisite/Omnipoint FL Tower Venture, LLC
Source	Link
Note: Source links will expire after 30 days. If you are having trouble accessing the link, please export this file again.	

Basic Lease Information	
Basic Information	
Lease Component Name	Communication Tower 13975 Pembroke Road Site # 91539 (Public Service Bldg)
Internal Lease Identifier	
Related Party	No
Regulated Lease	No

Intra-Entity Lease	No
Materiality	Material
Month-to-Month or Year-to-Year Lease	No
Key Dates	
Lease Contract Date	12/01/1997
Contract Commencement Date	12/01/1997
Lease Start Date	10/01/2021
Lease End Date	11/30/2032
First Payment Date	12/01/2021
Second Payment Date	12/01/2022
Underlying Asset Information	
Fair Value of Asset as of Commencement	$0.00
Underlying Asset Type	Land
Underlying Asset Depreciable	No
Additional Info	

Description:

TENANT shall use the Property for the purpose of constructing, maintaining and operating communications facility and uses incidental thereto, consisting of building or buildings, as necessary now or in the future, to shelter its telecommunications equipment.

This Agreement is effective upon execution hereof, for term of fifteen (15) years, with two (2) five (5) year renewal periods upon mutual consent and written agreement by the parties.

Upon the issuance of the Building Permit, CITY be paid an annual rental fee of TWENTY-FOUR THOUSAND AND NO/100 ($24, .00) DOLLARS for the first year.

Thereafter, each Annual Rent payment shall increase at rate of three (3) percent compounded annually and shall be due on the October 1st anniversary date and be submitted to the CITY, no later than thirty (30) calendar days after the October 1st anniversary date.

First Amendment is to extend the lease for a ten (10) year period which shall commence on December 1", 2022, and naturally expire on November 30, 2032

Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on December 1, 1997 and, without giving effect to the terms of this amendment, the Lease is otherwise scheduled to expire on November 30, 2022 (the "Current Expiration Date"). The Lease is hereby amended to extend the Lease, as amended, for a renewal period of ten (10) years (the "Initial Renewal Term'} which shall commence following the Current Expiration Date. Additionally, Tenant shall have the option to extend the Lease, as amended, for two (2) additional five (5) year renewal periods thereafter (each a "New Renewal

General Notes:

GASB Implementation Guide
Q Are cell phone tower or antenna placement agreement leases?
A If the agreement meet the definition of a lease in paragraph 4 of Statement 87, including the control criterion, then such agreements are leases. The control criterion generally is met if a cell

Lease Term	
Lease Term	
Noncancelable Lease Term (in months)	134
Maximum Lease Term (in months)	254
Total Lease Term (in months)	134
Extension Options	
Lessee's Extension Option Period (in months)	60
# of Options	2
Reasonably Certain	No
# of Options Reasonably Certain	0
Comments	
Lessor's Extension Option Period (in months)	0
Termination Options	
Lessee's Termination Option Period (in months)	0
Lessor's Termination Option Period (in months)	0
Fiscal Funding or Cancellation Clause:	
Fiscal Funding or Cancellation Clause Period Year	N/A

Payments	
Payments	
Variable Payments Based on Future Performance	Yes
Entire Payment Based on Future Performance	N/A
Payment Type	Both
Interest Basis	30/360
Fixed Payment Details	
Payment Amount	$48,787.06
First Payment Pro-Rated	No
Payment Frequency	Annual
First Fixed Payment Date	12/01/2021
Second Fixed Payment Date	12/01/2022
Step Payment Increase #1	
Start Date	12/01/2022
End Date	11/30/2042
Increase Frequency	Annual
Type	Percentage increase
Amount	3.0000%
Payment Frequency	Annual
Variable Payment Details	
Variable Payments Fixed in Substance	$0.00
Variable Payments Based on an Index	$0.00
Variable Payments Based on a Rate	$0.00
Other Payments	
Other Reasonably Certain Payments	$0.00

Residual Value	
Guaranteed Residual Value	
Guaranteed Residual Value Payment	$0.00
Unguaranteed Residual Value	
Unguaranteed Residual Value / Bargain Purchase Amount	$0.00
Asset Condition	
Does contract require underlying asset to be returned in its original or enhanced condition?	No

Purchase/Termination	
Exercise Price for Purchase Option	
Reasonably Certain / Already Exercised	N/A
Explanation	
Date of Purchase Option	N/A
Lease Termination	
Termination Penalty	$0.00

Incentives and Prepayments	
Incentives/Prepayments Before Commencement	
Lease Incentives Received / Paid Before Commencement	$0.00
Lease Incentives Received / Paid at Commencement	$0.00
Lease Payments Received / Paid Before Commencement	$0.00
Incentives After Lease Start Date	
Lease Incentives Received / Paid After Lease Start Date	$0.00

Additional Lease Details	
Deposits	
Refundable Deposit	$0.00
Non-Refundable Deposit	$0.00
Uncollectible Amounts	
Provision for Uncollectible Amounts	$0.00

Direct Costs	
Lessor's Initial Direct Costs (Not Debt Issuance Costs)	$0.00
Interest Rate	
Stated Interest Rate	0.0000%
Implicit Interest Rate	0.0000%
Entity's Incremental Borrowing Rate	1.3447%
Asset Value	
Original Asset Cost	$0.00
Accumulated Depreciation	$0.00
Carrying Value of Asset	$0.00
Asset Lifetime	
Remaining Depreciable Months	0
Remaining Asset Life as of Commencement (in months)	0

Underlying Asset End Date	11/30/2032
Lease Classification	
Lease Type	Lease
Per GASB Statement No. 87, Paragraph 16, 19 and 42, this lease does not appear to be a Contract That Transfers Ownership, Short-Term Lease, or Regulated Lease. It will be included in the Reporting Notes Export accordingly.	
Restatement	
Lease Previously Presented as a Capital Lease	No

Allocations	
Allocation 1	
Org Code	
Department	Public Services
Function	General Government
Fund	General Fund
Purpose	
Type	%
Value	100.0000%

City of Pembroke Pines, FL

Communication Tower 16999 Pines Blvd (Pembroke Isles Fire Station)

Determination Questions	
1. Does the contract convey control of the right to use another entity's underlying asset?	Yes
2. Is the underlying asset controlled for a period of time in an exchange or exchange-like transaction?	Yes
3. Does the contract transfer ownership of the underlying asset to the lessee by the end of the contract?	No
4. Does the contract contain termination options?	Yes
5. Does the contract contain a fiscal funding or cancellation clause that is reasonably certain of being exercised?	No
Per GASB Statement No. 87 paragraph 19, this contract does not appear to be a Contract That Transfers Ownership. See Lease Classification section below for indication of the Lease Type identified.	

Basic Entity Information	
General Information	
Entity Reporting Standards	GASB
Fiscal Year-End	09/30
Beginning of Restatement Period	10/01/2021
GASB 87 Implementation Date	09/30/2022
General Information	
Lease Name	Communication Tower 16999 Pines Blvd (Pembroke Isles Fire Station)
Lessee or Lessor	Lessor
Vendor Name / Lessee Name	Verizon Wireless
Source	Link
Note: Source links will expire after 30 days. If you are having trouble accessing the link, please export this file again.	

Basic Lease Information	
Basic Information	
Lease Component Name	Communication Tower 16999 Pines Blvd (Pembroke Isles Fire Station)
Internal Lease Identifier	
Related Party	No
Regulated Lease	No
Intra-Entity Lease	No
Materiality	Material
Month-to-Month or Year-to-Year Lease	No

Key Dates	
Lease Contract Date	09/11/1997
Contract Commencement Date	11/14/1997
Lease Start Date	10/01/2021
Lease End Date	11/13/2032
First Payment Date	10/01/2021
Second Payment Date	10/01/2022
Underlying Asset Information	
Fair Value of Asset as of Commencement	$0.00
Underlying Asset Type	Land
Underlying Asset Depreciable	No
Additional Info	
Description:	
General Notes:	
GASB Implementation Guide Q Are cell phone tower or antenna placement agreement leases? A If the agreement meet the definition of a lease in paragraph 4 of Statement 87, including the control criterion, then such agreements are leases. The control criterion generally is met if a cell phone tower or antenna placement agreement conveys control of the right of use the land on which	

Lease Term	
Lease Term	
Noncancelable Lease Term (in months)	133
Maximum Lease Term (in months)	253
Total Lease Term (in months)	133
Extension Options	
Lessee's Extension Option Period (in months)	60
# of Options	2
Reasonably Certain	No
# of Options Reasonably Certain	0
Comments	
Lessor's Extension Option Period (in months)	0
Termination Options	
Lessee's Termination Option Period (in months)	0
Lessor's Termination Option Period (in months)	0
Fiscal Funding or Cancellation Clause:	
Fiscal Funding or Cancellation Clause Period Year	N/A

Payments	
Payments	
Variable Payments Based on Future Performance	Yes
Entire Payment Based on Future Performance	N/A
Payment Type	Both

Interest Basis	30/360
Fixed Payment Details	
Payment Amount	$69,115.00
First Payment Pro-Rated	No
Payment Frequency	Annual
First Fixed Payment Date	11/14/2021
Second Fixed Payment Date	11/14/2022
Step Payment Increase #1	
Start Date	10/01/2021
End Date	11/13/2042
Increase Frequency	Annual
Type	Percentage increase
Amount	3.0000%
Payment Frequency	Annual
Variable Payment Details	
Variable Payments Fixed in Substance	$0.00
Variable Payments Based on an Index	$0.00
Variable Payments Based on a Rate	$0.00
Other Payments	
Other Reasonably Certain Payments	$0.00

Residual Value	
Guaranteed Residual Value	
Guaranteed Residual Value Payment	$0.00
Unguaranteed Residual Value	
Unguaranteed Residual Value / Bargain Purchase Amount	$0.00
Asset Condition	
Does contract require underlying asset to be returned in its original or enhanced condition?	No

Purchase/Termination	
Exercise Price for Purchase Option	
Reasonably Certain / Already Exercised	N/A
Explanation	
Date of Purchase Option	N/A
Lease Termination	
Termination Penalty	$0.00

Incentives and Prepayments	
Incentives/Prepayments Before Commencement	
Lease Incentives Received / Paid Before Commencement	$0.00
Lease Incentives Received / Paid at Commencement	$0.00
Lease Payments Received / Paid Before Commencement	$0.00
Incentives After Lease Start Date	
Lease Incentives Received / Paid After Lease Start Date	$0.00

Additional Lease Details	
Deposits	
Refundable Deposit	$0.00
Non-Refundable Deposit	$0.00
Uncollectible Amounts	
Provision for Uncollectible Amounts	$0.00

Direct Costs	
Lessor's Initial Direct Costs (Not Debt Issuance Costs)	$0.00
Interest Rate	
Stated Interest Rate	0.0000%
Implicit Interest Rate	0.0000%
Entity's Incremental Borrowing Rate	1.3447%
Asset Value	
Original Asset Cost	$0.00
Accumulated Depreciation	$0.00
Carrying Value of Asset	$0.00
Asset Lifetime	
Remaining Depreciable Months	0
Remaining Asset Life as of Commencement (in months)	0
Underlying Asset End Date	11/13/2032
Lease Classification	
Lease Type	Lease
Per GASB Statement No. 87, Paragraph 16, 19 and 42, this lease does not appear to be a Contract That Transfers Ownership, Short-Term Lease, or Regulated Lease. It will be included in the Reporting Notes Export accordingly.	
Restatement	
Lease Previously Presented as a Capital Lease	No

Allocations	
Allocation 1	
Org Code	
Department	Public Services
Function	General Government
Fund	General Fund
Purpose	
Type	%
Value	100.0000%

City of Pembroke Pines, FL

Communication Tower 1700 NW 160th Avenue (Spring Valley Park)

Determination Questions	
1. Does the contract convey control of the right to use another entity's underlying asset?	Yes
2. Is the underlying asset controlled for a period of time in an exchange or exchange-like transaction?	Yes
3. Does the contract transfer ownership of the underlying asset to the lessee by the end of the contract?	No
4. Does the contract contain termination options?	Yes
5. Does the contract contain a fiscal funding or cancellation clause that is reasonably certain of being exercised?	No
Per GASB Statement No. 87 paragraph 19, this contract does not appear to be a Contract That Transfers Ownership. See Lease Classification section below for indication of the Lease Type identified.	

Basic Entity Information	
General Information	
Entity Reporting Standards	GASB
Fiscal Year-End	09/30
Beginning of Restatement Period	10/01/2021
GASB 87 Implementation Date	09/30/2022
General Information	
Lease Name	Communication Tower 1700 NW 160th Avenue (Spring Valley Park)
Lessee or Lessor	Lessor
Vendor Name / Lessee Name	Unisite/Omni point FL Tower Venture, LLC
Source	Link
Note: Source links will expire after 30 days. If you are having trouble accessing the link, please export this file again.	

Basic Lease Information	
Basic Information	
Lease Component Name	Communication Tower 1700 NW 160th Avenue (Spring Valley Park)
Internal Lease Identifier	
Related Party	No
Regulated Lease	No
Intra-Entity Lease	No
Materiality	Material
Month-to-Month or Year-to-Year Lease	No
Key Dates	

Lease Contract Date	12/01/1997
Contract Commencement Date	12/01/1997
Lease Start Date	10/01/2021
Lease End Date	11/30/2032
First Payment Date	12/01/2021
Second Payment Date	12/01/2022
Underlying Asset Information	
Fair Value of Asset as of Commencement	$0.00
Underlying Asset Type	Land
Underlying Asset Depreciable	No
Additional Info	
Description:	
General Notes:	
GASB Implementation Guide Q Are cell phone tower or antenna placement agreement leases? A If the agreement meet the definition of a lease in paragraph 4 of Statement 87, including the control criterion, then such agreements are leases. The control criterion generally is met if a cell phone tower or antenna placement agreement conveys control of the right of use the land on which	

Lease Term	
Lease Term	
Noncancelable Lease Term (in months)	134
Maximum Lease Term (in months)	254
Total Lease Term (in months)	134
Extension Options	
Lessee's Extension Option Period (in months)	60
# of Options	2
Reasonably Certain	No
# of Options Reasonably Certain	0
Comments	
Lessor's Extension Option Period (in months)	0
Termination Options	
Lessee's Termination Option Period (in months)	0
Lessor's Termination Option Period (in months)	0
Fiscal Funding or Cancellation Clause:	
Fiscal Funding or Cancellation Clause Period Year	N/A

Payments	
Payments	
Variable Payments Based on Future Performance	No
Payment Type	Fixed
Interest Basis	30/360
Fixed Payment Details	

Payment Amount	$48,787.06
First Payment Pro-Rated	No
Payment Frequency	Annual
First Fixed Payment Date	12/01/2021
Second Fixed Payment Date	12/01/2022
Step Payment Increase #1	
Start Date	12/01/2022
End Date	11/30/2042
Increase Frequency	Annual
Type	Percentage increase
Amount	3.0000%
Payment Frequency	Annual
Other Payments	
Other Reasonably Certain Payments	$0.00

Residual Value	
Guaranteed Residual Value	
Guaranteed Residual Value Payment	$0.00
Unguaranteed Residual Value	
Unguaranteed Residual Value / Bargain Purchase Amount	$0.00
Asset Condition	
Does contract require underlying asset to be returned in its original or enhanced condition?	No

Purchase/Termination	
Exercise Price for Purchase Option	
Reasonably Certain / Already Exercised	N/A
Explanation	
Date of Purchase Option	N/A
Lease Termination	
Termination Penalty	$0.00

Incentives and Prepayments	
Incentives/Prepayments Before Commencement	
Lease Incentives Received / Paid Before Commencement	$0.00
Lease Incentives Received / Paid at Commencement	$0.00
Lease Payments Received / Paid Before Commencement	$0.00
Incentives After Lease Start Date	
Lease Incentives Received / Paid After Lease Start Date	$0.00

Additional Lease Details	
Deposits	
Refundable Deposit	$0.00
Non-Refundable Deposit	$0.00
Uncollectible Amounts	

Provision for Uncollectible Amounts	$0.00

Direct Costs	
Lessor's Initial Direct Costs (Not Debt Issuance Costs)	$0.00
Interest Rate	
Stated Interest Rate	0.0000%
Implicit Interest Rate	0.0000%
Entity's Incremental Borrowing Rate	1.3447%
Asset Value	
Original Asset Cost	$0.00
Accumulated Depreciation	$0.00
Carrying Value of Asset	$0.00
Asset Lifetime	
Remaining Depreciable Months	0
Remaining Asset Life as of Commencement (in months)	0
Underlying Asset End Date	11/30/2032
Lease Classification	
Lease Type	Lease
Per GASB Statement No. 87, Paragraph 16, 19 and 42, this lease does not appear to be a Contract That Transfers Ownership, Short-Term Lease, or Regulated Lease. It will be included in the Reporting Notes Export accordingly.	
Restatement	
Lease Previously Presented as a Capital Lease	No

Allocations	
Allocation 1	
Org Code	
Department	Public Services
Function	General Government
Fund	General Fund
Purpose	
Type	%
Value	100.0000%

City of Pembroke Pines, FL

Communication Tower 18501 Pembroke Road (Encantada Park)

Determination Questions	
1. Does the contract convey control of the right to use another entity's underlying asset?	Yes
2. Is the underlying asset controlled for a period of time in an exchange or exchange-like transaction?	Yes
3. Does the contract transfer ownership of the underlying asset to the lessee by the end of the contract?	No
4. Does the contract contain termination options?	Yes
5. Does the contract contain a fiscal funding or cancellation clause that is reasonably certain of being exercised?	No
Per GASB Statement No. 87 paragraph 19, this contract does not appear to be a Contract That Transfers Ownership. See Lease Classification section below for indication of the Lease Type identified.	

Basic Entity Information	
General Information	
Entity Reporting Standards	GASB
Fiscal Year-End	09/30
Beginning of Restatement Period	10/01/2021
GASB 87 Implementation Date	09/30/2022
General Information	
Lease Name	Communication Tower 18501 Pembroke Road (Encantada Park)
Lessee or Lessor	Lessor
Vendor Name / Lessee Name	UniSite/Omnipoint FL Tower Venture, LLC
Source	Link
Note: Source links will expire after 30 days. If you are having trouble accessing the link, please export this file again.	

Basic Lease Information	
Basic Information	
Lease Component Name	Communication Tower 18501 Pembroke Road (Encantada Park)
Internal Lease Identifier	
Related Party	No
Regulated Lease	No
Intra-Entity Lease	No
Materiality	Material
Month-to-Month or Year-to-Year Lease	No
Key Dates	

Lease Contract Date	12/01/1997
Contract Commencement Date	12/01/1997
Lease Start Date	10/01/2021
Lease End Date	11/30/2032
First Payment Date	10/01/2021
Second Payment Date	11/01/2021
Underlying Asset Information	
Fair Value of Asset as of Commencement	$0.00
Underlying Asset Type	Land
Underlying Asset Depreciable	No
Additional Info	
Description:	
General Notes:	
GASB Implementation Guide Q Are cell phone tower or antenna placement agreement leases? A If the agreement meet the definition of a lease in paragraph 4 of Statement 87, including the control criterion, then such agreements are leases. The control criterion generally is met if a cell phone tower or antenna placement agreement conveys control of the right of use the land on which	

Lease Term	
Lease Term	
Noncancelable Lease Term (in months)	134
Maximum Lease Term (in months)	254
Total Lease Term (in months)	134
Extension Options	
Lessee's Extension Option Period (in months)	60
# of Options	2
Reasonably Certain	No
# of Options Reasonably Certain	0
Comments	
Lessor's Extension Option Period (in months)	0
Termination Options	
Lessee's Termination Option Period (in months)	0
Lessor's Termination Option Period (in months)	0
Fiscal Funding or Cancellation Clause:	
Fiscal Funding or Cancellation Clause Period Year	N/A

Payments	
Payments	
Variable Payments Based on Future Performance	Yes
Entire Payment Based on Future Performance	N/A
Payment Type	Both
Interest Basis	30/360

Fixed Payment Details	
Payment Amount	$48,787.06
First Payment Pro-Rated	No
Payment Frequency	Annual
First Fixed Payment Date	10/01/2021
Second Fixed Payment Date	10/01/2022
Step Payment Increase #1	
Start Date	12/01/2021
End Date	11/30/2042
Increase Frequency	Annual
Type	Percentage increase
Amount	3.0000%
Payment Frequency	Annual
Variable Payment Details	
Variable Payments Fixed in Substance	$0.00
Variable Payments Based on an Index	$0.00
Variable Payments Based on a Rate	$0.00
Other Payments	
Other Reasonably Certain Payments	$0.00

Residual Value	
Guaranteed Residual Value	
Guaranteed Residual Value Payment	$0.00
Unguaranteed Residual Value	
Unguaranteed Residual Value / Bargain Purchase Amount	$0.00
Asset Condition	
Does contract require underlying asset to be returned in its original or enhanced condition?	No

Purchase/Termination	
Exercise Price for Purchase Option	
Reasonably Certain / Already Exercised	N/A
Explanation	
Date of Purchase Option	N/A
Lease Termination	
Termination Penalty	$0.00

Incentives and Prepayments	
Incentives/Prepayments Before Commencement	
Lease Incentives Received / Paid Before Commencement	$0.00
Lease Incentives Received / Paid at Commencement	$0.00
Lease Payments Received / Paid Before Commencement	$0.00
Incentives After Lease Start Date	
Lease Incentives Received / Paid After Lease Start Date	$0.00

Additional Lease Details	
Deposits	
Refundable Deposit	$0.00
Non-Refundable Deposit	$0.00
Uncollectible Amounts	
Provision for Uncollectible Amounts	$0.00

Direct Costs	
Lessor's Initial Direct Costs (Not Debt Issuance Costs)	$0.00
Interest Rate	
Stated Interest Rate	0.0000%
Implicit Interest Rate	0.0000%
Entity's Incremental Borrowing Rate	1.3447%
Asset Value	
Original Asset Cost	$0.00
Accumulated Depreciation	$0.00
Carrying Value of Asset	$0.00
Asset Lifetime	
Remaining Depreciable Months	0
Remaining Asset Life as of Commencement (in months)	0
Underlying Asset End Date	11/30/2032
Lease Classification	
Lease Type	Lease
Per GASB Statement No. 87, Paragraph 16, 19 and 42, this lease does not appear to be a Contract That Transfers Ownership, Short-Term Lease, or Regulated Lease. It will be included in the Reporting Notes Export accordingly.	
Restatement	
Lease Previously Presented as a Capital Lease	No

Allocations	
Allocation 1	
Org Code	
Department	Human Services
Function	Human Services
Fund	Charter Schools
Purpose	
Type	%
Value	100.0000%

City of Pembroke Pines, FL

Communication Tower 19800 Sheridan Street (Passive Park)

Determination Questions	
1. Does the contract convey control of the right to use another entity's underlying asset?	Yes
2. Is the underlying asset controlled for a period of time in an exchange or exchange-like transaction?	Yes
3. Does the contract transfer ownership of the underlying asset to the lessee by the end of the contract?	No
4. Does the contract contain termination options?	Yes
5. Does the contract contain a fiscal funding or cancellation clause that is reasonably certain of being exercised?	No
Per GASB Statement No. 87 paragraph 19, this contract does not appear to be a Contract That Transfers Ownership. See Lease Classification section below for indication of the Lease Type identified.	

Basic Entity Information	
General Information	
Entity Reporting Standards	GASB
Fiscal Year-End	09/30
Beginning of Restatement Period	10/01/2021
GASB 87 Implementation Date	09/30/2022
General Information	
Lease Name	Communication Tower 19800 Sheridan Street (Passive Park)
Lessee or Lessor	Lessor
Vendor Name / Lessee Name	Unisite/Omnipoint FL Tower Venture, LLC
Source	Link
Note: Source links will expire after 30 days. If you are having trouble accessing the link, please export this file again.	

Basic Lease Information	
Basic Information	
Lease Component Name	Communication Tower 19800 Sheridan Street (Passive Park)
Internal Lease Identifier	
Related Party	No
Regulated Lease	No
Intra-Entity Lease	No
Materiality	Material
Month-to-Month or Year-to-Year Lease	No
Key Dates	

Lease Contract Date	12/01/1997
Contract Commencement Date	12/01/1997
Lease Start Date	10/01/2021
Lease End Date	11/30/2032
First Payment Date	12/01/2021
Second Payment Date	12/01/2022
Underlying Asset Information	
Fair Value of Asset as of Commencement	$0.00
Underlying Asset Type	Land
Underlying Asset Depreciable	No
Additional Info	
Description:	
General Notes:	
GASB Implementation Guide Q Are cell phone tower or antenna placement agreement leases? A If the agreement meet the definition of a lease in paragraph 4 of Statement 87, including the control criterion, then such agreements are leases. The control criterion generally is met if a cell phone tower or antenna placement agreement conveys control of the right of use the land on which	

Lease Term	
Lease Term	
Noncancelable Lease Term (in months)	134
Maximum Lease Term (in months)	254
Total Lease Term (in months)	134
Extension Options	
Lessee's Extension Option Period (in months)	60
# of Options	2
Reasonably Certain	No
# of Options Reasonably Certain	0
Comments	
Lessor's Extension Option Period (in months)	0
Termination Options	
Lessee's Termination Option Period (in months)	0
Lessor's Termination Option Period (in months)	0
Fiscal Funding or Cancellation Clause:	
Fiscal Funding or Cancellation Clause Period Year	N/A

Payments	
Payments	
Variable Payments Based on Future Performance	Yes
Entire Payment Based on Future Performance	N/A
Payment Type	Both
Interest Basis	30/360

Fixed Payment Details	
Payment Amount	$48,787.06
First Payment Pro-Rated	No
Payment Frequency	Annual
First Fixed Payment Date	12/01/2021
Second Fixed Payment Date	12/01/2022
Step Payment Increase #1	
Start Date	12/01/2022
End Date	11/30/2042
Increase Frequency	Annual
Type	Percentage increase
Amount	3.0000%
Payment Frequency	Annual
Variable Payment Details	
Variable Payments Fixed in Substance	$0.00
Variable Payments Based on an Index	$0.00
Variable Payments Based on a Rate	$0.00
Other Payments	
Other Reasonably Certain Payments	$0.00

Residual Value	
Guaranteed Residual Value	
Guaranteed Residual Value Payment	$0.00
Unguaranteed Residual Value	
Unguaranteed Residual Value / Bargain Purchase Amount	$0.00
Asset Condition	
Does contract require underlying asset to be returned in its original or enhanced condition?	No

Purchase/Termination	
Exercise Price for Purchase Option	
Reasonably Certain / Already Exercised	N/A
Explanation	
Date of Purchase Option	N/A
Lease Termination	
Termination Penalty	$0.00

Incentives and Prepayments	
Incentives/Prepayments Before Commencement	
Lease Incentives Received / Paid Before Commencement	$0.00
Lease Incentives Received / Paid at Commencement	$0.00
Lease Payments Received / Paid Before Commencement	$0.00
Incentives After Lease Start Date	
Lease Incentives Received / Paid After Lease Start Date	$0.00

Additional Lease Details	
Deposits	
Refundable Deposit	$0.00
Non-Refundable Deposit	$0.00
Uncollectible Amounts	
Provision for Uncollectible Amounts	$0.00

Direct Costs	
Lessor's Initial Direct Costs (Not Debt Issuance Costs)	$0.00
Interest Rate	
Stated Interest Rate	0.0000%
Implicit Interest Rate	0.0000%
Entity's Incremental Borrowing Rate	1.3447%
Asset Value	
Original Asset Cost	$0.00
Accumulated Depreciation	$0.00
Carrying Value of Asset	$0.00
Asset Lifetime	
Remaining Depreciable Months	0
Remaining Asset Life as of Commencement (in months)	0
Underlying Asset End Date	11/30/2032
Lease Classification	
Lease Type	Lease
Per GASB Statement No. 87, Paragraph 16, 19 and 42, this lease does not appear to be a Contract That Transfers Ownership, Short-Term Lease, or Regulated Lease. It will be included in the Reporting Notes Export accordingly.	
Restatement	
Lease Previously Presented as a Capital Lease	No

Allocations	
Allocation 1	
Org Code	
Department	Public Services
Function	General Government
Fund	General Fund
Purpose	
Type	%
Value	100.0000%

City of Pembroke Pines, FL

Communication Tower 501 SW 172nd Avenue (Pembroke Shores)

Determination Questions	
1. Does the contract convey control of the right to use another entity's underlying asset?	Yes
2. Is the underlying asset controlled for a period of time in an exchange or exchange-like transaction?	Yes
3. Does the contract transfer ownership of the underlying asset to the lessee by the end of the contract?	No
4. Does the contract contain termination options?	Yes
5. Does the contract contain a fiscal funding or cancellation clause that is reasonably certain of being exercised?	No
Per GASB Statement No. 87 paragraph 19, this contract does not appear to be a Contract That Transfers Ownership. See Lease Classification section below for indication of the Lease Type identified.	

Basic Entity Information	
General Information	
Entity Reporting Standards	GASB
Fiscal Year-End	09/30
Beginning of Restatement Period	10/01/2021
GASB 87 Implementation Date	09/30/2022
General Information	
Lease Name	Communication Tower 501 SW 172nd Avenue (Pembroke Shores)
Lessee or Lessor	Lessor
Vendor Name / Lessee Name	Tower Asset Sub, LLC.
Source	Link
Note: Source links will expire after 30 days. If you are having trouble accessing the link, please export this file again.	

Basic Lease Information	
Basic Information	
Lease Component Name	Communication Tower 501 SW 172nd Avenue (Pembroke Shores)
Internal Lease Identifier	
Related Party	No
Regulated Lease	No
Intra-Entity Lease	No
Materiality	Material
Month-to-Month or Year-to-Year Lease	No
Key Dates	
Lease Contract Date	07/18/1997

Contract Commencement Date	07/19/1997
Lease Start Date	10/01/2021
Lease End Date	07/18/2032
First Payment Date	07/19/2022
Second Payment Date	07/19/2023
Underlying Asset Information	
Fair Value of Asset as of Commencement	$0.00
Underlying Asset Type	Land
Underlying Asset Depreciable	No
Additional Info	
Description:	
General Notes:	
GASB Implementation Guide Q Are cell phone tower or antenna placement agreement leases? A If the agreement meet the definition of a lease in paragraph 4 of Statement 87, including the control criterion, then such agreements are leases. The control criterion generally is met if a cell phone tower or antenna placement agreement conveys control of the right of use the land on which	

Lease Term	
Lease Term	
Noncancelable Lease Term (in months)	129
Maximum Lease Term (in months)	249
Total Lease Term (in months)	129
Extension Options	
Lessee's Extension Option Period (in months)	60
# of Options	2
Reasonably Certain	No
# of Options Reasonably Certain	0
Comments	
Lessor's Extension Option Period (in months)	0
Termination Options	
Lessee's Termination Option Period (in months)	0
Lessor's Termination Option Period (in months)	0
Fiscal Funding or Cancellation Clause:	
Fiscal Funding or Cancellation Clause Period Year	N/A

Payments	
Payments	
Variable Payments Based on Future Performance	Yes
Entire Payment Based on Future Performance	N/A
Payment Type	Both
Interest Basis	30/360
Fixed Payment Details	

Payment Amount	$59,368.79
First Payment Pro-Rated	No
Payment Frequency	Annual
First Fixed Payment Date	10/01/2021
Second Fixed Payment Date	10/01/2022
Step Payment Increase #1	
Start Date	10/01/2021
End Date	07/18/2042
Increase Frequency	Annual
Type	Percentage increase
Amount	3.0000%
Payment Frequency	Annual
Variable Payment Details	
Variable Payments Fixed in Substance	$0.00
Variable Payments Based on an Index	$0.00
Variable Payments Based on a Rate	$0.00
Other Payments	
Other Reasonably Certain Payments	$0.00

Residual Value	
Guaranteed Residual Value	
Guaranteed Residual Value Payment	$0.00
Unguaranteed Residual Value	
Unguaranteed Residual Value / Bargain Purchase Amount	$0.00
Asset Condition	
Does contract require underlying asset to be returned in its original or enhanced condition?	No

Purchase/Termination	
Exercise Price for Purchase Option	
Reasonably Certain / Already Exercised	N/A
Explanation	
Date of Purchase Option	N/A
Lease Termination	
Termination Penalty	$0.00

Incentives and Prepayments	
Incentives/Prepayments Before Commencement	
Lease Incentives Received / Paid Before Commencement	$0.00
Lease Incentives Received / Paid at Commencement	$0.00
Lease Payments Received / Paid Before Commencement	$0.00
Incentives After Lease Start Date	
Lease Incentives Received / Paid After Lease Start Date	$0.00

Additional Lease Details

Deposits	
Refundable Deposit	$0.00
Non-Refundable Deposit	$0.00
Uncollectible Amounts	
Provision for Uncollectible Amounts	$0.00

Direct Costs	
Lessor's Initial Direct Costs (Not Debt Issuance Costs)	$0.00
Interest Rate	
Stated Interest Rate	0.0000%
Implicit Interest Rate	0.0000%
Entity's Incremental Borrowing Rate	1.3447%
Asset Value	
Original Asset Cost	$0.00
Accumulated Depreciation	$0.00
Carrying Value of Asset	$0.00
Asset Lifetime	
Remaining Depreciable Months	0
Remaining Asset Life as of Commencement (in months)	0
Underlying Asset End Date	07/18/2032
Lease Classification	
Lease Type	Lease
Per GASB Statement No. 87, Paragraph 16, 19 and 42, this lease does not appear to be a Contract That Transfers Ownership, Short-Term Lease, or Regulated Lease. It will be included in the Reporting Notes Export accordingly.	
Restatement	
Lease Previously Presented as a Capital Lease	No

Allocations	
Allocation 1	
Org Code	
Department	Public Services
Function	General Government
Fund	General Fund
Purpose	
Type	%
Value	100.0000%

City of Pembroke Pines, FL

Communication Tower 6057 SW 198th Terrace (Fire Station #101)

Determination Questions	
1. Does the contract convey control of the right to use another entity's underlying asset?	Yes
2. Is the underlying asset controlled for a period of time in an exchange or exchange-like transaction?	Yes
3. Does the contract transfer ownership of the underlying asset to the lessee by the end of the contract?	No
4. Does the contract contain termination options?	Yes
5. Does the contract contain a fiscal funding or cancellation clause that is reasonably certain of being exercised?	No
Per GASB Statement No. 87 paragraph 19, this contract does not appear to be a Contract That Transfers Ownership. See Lease Classification section below for indication of the Lease Type identified.	

Basic Entity Information	
General Information	
Entity Reporting Standards	GASB
Fiscal Year-End	09/30
Beginning of Restatement Period	10/01/2021
GASB 87 Implementation Date	09/30/2022
General Information	
Lease Name	Communication Tower 6057 SW 198th Terrace (Fire Station #101)
Lessee or Lessor	Lessor
Vendor Name / Lessee Name	American Tower Asset Sub, LLC
Source	Link
Note: Source links will expire after 30 days. If you are having trouble accessing the link, please export this file again.	

Basic Lease Information	
Basic Information	
Lease Component Name	Communication Tower 6057 SW 198th Terrace (Fire Station # 101)
Internal Lease Identifier	
Related Party	No
Regulated Lease	No
Intra-Entity Lease	No
Materiality	Material
Month-to-Month or Year-to-Year Lease	No
Key Dates	
Lease Contract Date	09/29/1999

Contract Commencement Date	09/29/1999
Lease Start Date	10/01/2021
Lease End Date	09/28/2034
First Payment Date	10/01/2021
Second Payment Date	10/01/2022
Underlying Asset Information	
Fair Value of Asset as of Commencement	$0.00
Underlying Asset Type	Land
Underlying Asset Depreciable	No
Additional Info	
Description:	
General Notes:	
GASB Implementation Guide Q Are cell phone tower or antenna placement agreement leases? A If the agreement meet the definition of a lease in paragraph 4 of Statement 87, including the control criterion, then such agreements are leases. The control criterion generally is met if a cell phone tower or antenna placement agreement conveys control of the right of use the land on which	

Lease Term	
Lease Term	
Noncancelable Lease Term (in months)	155
Maximum Lease Term (in months)	275
Total Lease Term (in months)	155
Extension Options	
Lessee's Extension Option Period (in months)	60
# of Options	2
Reasonably Certain	No
# of Options Reasonably Certain	0
Comments	
Lessor's Extension Option Period (in months)	0
Termination Options	
Lessee's Termination Option Period (in months)	0
Lessor's Termination Option Period (in months)	0
Fiscal Funding or Cancellation Clause:	
Fiscal Funding or Cancellation Clause Period Year	N/A

Payments	
Payments	
Variable Payments Based on Future Performance	No
Payment Type	Fixed
Interest Basis	30/360
Fixed Payment Details	
Payment Amount	$36,942.47

First Payment Pro-Rated	No
Payment Frequency	Annual
First Fixed Payment Date	10/01/2021
Second Fixed Payment Date	10/01/2022
Step Payment Increase #1	
Start Date	10/01/2021
End Date	09/28/2044
Increase Frequency	Annual
Type	Percentage increase
Amount	3.0000%
Payment Frequency	Annual
Other Payments	
Other Reasonably Certain Payments	$0.00

Residual Value	
Guaranteed Residual Value	
Guaranteed Residual Value Payment	$0.00
Unguaranteed Residual Value	
Unguaranteed Residual Value / Bargain Purchase Amount	$0.00
Asset Condition	
Does contract require underlying asset to be returned in its original or enhanced condition?	No

Purchase/Termination	
Exercise Price for Purchase Option	
Reasonably Certain / Already Exercised	N/A
Explanation	
Date of Purchase Option	N/A
Lease Termination	
Termination Penalty	$0.00

Incentives and Prepayments	
Incentives/Prepayments Before Commencement	
Lease Incentives Received / Paid Before Commencement	$0.00
Lease Incentives Received / Paid at Commencement	$0.00
Lease Payments Received / Paid Before Commencement	$0.00
Incentives After Lease Start Date	
Lease Incentives Received / Paid After Lease Start Date	$0.00

Additional Lease Details	
Deposits	
Refundable Deposit	$0.00
Non-Refundable Deposit	$0.00
Uncollectible Amounts	
Provision for Uncollectible Amounts	$0.00

Direct Costs	
Lessor's Initial Direct Costs (Not Debt Issuance Costs)	$0.00
Interest Rate	
Stated Interest Rate	0.0000%
Implicit Interest Rate	0.0000%
Entity's Incremental Borrowing Rate	1.4320%
Asset Value	
Original Asset Cost	$0.00
Accumulated Depreciation	$0.00
Carrying Value of Asset	$0.00
Asset Lifetime	
Remaining Depreciable Months	0
Remaining Asset Life as of Commencement (in months)	0
Underlying Asset End Date	09/28/2034
Lease Classification	
Lease Type	Lease
Per GASB Statement No. 87, Paragraph 16, 19 and 42, this lease does not appear to be a Contract That Transfers Ownership, Short-Term Lease, or Regulated Lease. It will be included in the Reporting Notes Export accordingly.	
Restatement	
Lease Previously Presented as a Capital Lease	No

Allocations	
Allocation 1	
Org Code	
Department	Public Services
Function	General Government
Fund	General Fund
Purpose	
Type	%
Value	100.0000%

City of Pembroke Pines, FL

Communication Tower 6700 SW 13th St (Village Park)

Determination Questions	
1. Does the contract convey control of the right to use another entity's underlying asset?	Yes
2. Is the underlying asset controlled for a period of time in an exchange or exchange-like transaction?	Yes
3. Does the contract transfer ownership of the underlying asset to the lessee by the end of the contract?	No
4. Does the contract contain termination options?	Yes
5. Does the contract contain a fiscal funding or cancellation clause that is reasonably certain of being exercised?	No
Per GASB Statement No. 87 paragraph 19, this contract does not appear to be a Contract That Transfers Ownership. See Lease Classification section below for indication of the Lease Type identified.	

Basic Entity Information	
General Information	
Entity Reporting Standards	GASB
Fiscal Year-End	09/30
Beginning of Restatement Period	10/01/2021
GASB 87 Implementation Date	09/30/2022
General Information	
Lease Name	Communication Tower 6700 SW 13th St (Village Park)
Lessee or Lessor	Lessor
Vendor Name / Lessee Name	SBA Steel LLC
Source	Link
Note: Source links will expire after 30 days. If you are having trouble accessing the link, please export this file again.	

Basic Lease Information	
Basic Information	
Lease Component Name	Communication Tower 6700 SW 13th St (Village Park)
Internal Lease Identifier	
Related Party	No
Regulated Lease	No
Intra-Entity Lease	No
Materiality	Material
Month-to-Month or Year-to-Year Lease	No
Key Dates	
Lease Contract Date	04/04/2001

Contract Commencement Date	04/19/2001
Lease Start Date	10/01/2021
Lease End Date	04/18/2026
First Payment Date	10/01/2021
Second Payment Date	10/01/2022
Underlying Asset Information	
Fair Value of Asset as of Commencement	$0.00
Underlying Asset Type	Land
Underlying Asset Depreciable	No
Additional Info	
Description:	
General Notes:	
GASB Implementation Guide Q Are cell phone tower or antenna placement agreement leases? A If the agreement meet the definition of a lease in paragraph 4 of Statement 87, including the control criterion, then such agreements are leases. The control criterion generally is met if a cell phone tower or antenna placement agreement conveys control of the right of use the land on which	

Lease Term	
Lease Term	
Noncancelable Lease Term (in months)	54
Maximum Lease Term (in months)	54
Total Lease Term (in months)	54
Extension Options	
Lessee's Extension Option Period (in months)	0
Lessor's Extension Option Period (in months)	0
Termination Options	
Lessee's Termination Option Period (in months)	0
Lessor's Termination Option Period (in months)	0
Fiscal Funding or Cancellation Clause:	
Fiscal Funding or Cancellation Clause Period Year	N/A

Payments	
Payments	
Variable Payments Based on Future Performance	Yes
Entire Payment Based on Future Performance	N/A
Payment Type	Both
Interest Basis	30/360
Fixed Payment Details	
Payment Amount	$51,716.19
First Payment Pro-Rated	No
Payment Frequency	Annual
First Fixed Payment Date	10/01/2021

Second Fixed Payment Date	10/01/2022
Step Payment Increase #1	
Start Date	10/01/2021
End Date	04/26/2026
Increase Frequency	Annual
Type	Percentage increase
Amount	3.0000%
Payment Frequency	Annual
Variable Payment Details	
Variable Payments Fixed in Substance	$0.00
Variable Payments Based on an Index	$0.00
Variable Payments Based on a Rate	$0.00
Other Payments	
Other Reasonably Certain Payments	$0.00

Residual Value	
Guaranteed Residual Value	
Guaranteed Residual Value Payment	$0.00
Unguaranteed Residual Value	
Unguaranteed Residual Value / Bargain Purchase Amount	$0.00
Asset Condition	
Does contract require underlying asset to be returned in its original or enhanced condition?	No

Purchase/Termination	
Exercise Price for Purchase Option	
Reasonably Certain / Already Exercised	N/A
Explanation	
Date of Purchase Option	N/A
Lease Termination	
Termination Penalty	$0.00

Incentives and Prepayments	
Incentives/Prepayments Before Commencement	
Lease Incentives Received / Paid Before Commencement	$0.00
Lease Incentives Received / Paid at Commencement	$0.00
Lease Payments Received / Paid Before Commencement	$0.00
Incentives After Lease Start Date	
Lease Incentives Received / Paid After Lease Start Date	$0.00

Additional Lease Details	
Deposits	
Refundable Deposit	$0.00
Non-Refundable Deposit	$0.00
Uncollectible Amounts	

Provision for Uncollectible Amounts	$0.00

Direct Costs	
Lessor's Initial Direct Costs (Not Debt Issuance Costs)	$0.00
Interest Rate	
Stated Interest Rate	0.0000%
Implicit Interest Rate	0.0000%
Entity's Incremental Borrowing Rate	0.6320%
Asset Value	
Original Asset Cost	$0.00
Accumulated Depreciation	$0.00
Carrying Value of Asset	$0.00
Asset Lifetime	
Remaining Depreciable Months	0
Remaining Asset Life as of Commencement (in months)	0
Underlying Asset End Date	04/18/2026
Lease Classification	
Lease Type	Lease
Per GASB Statement No. 87, Paragraph 16, 19 and 42, this lease does not appear to be a Contract That Transfers Ownership, Short-Term Lease, or Regulated Lease. It will be included in the Reporting Notes Export accordingly.	
Restatement	
Lease Previously Presented as a Capital Lease	No

Allocations	
Allocation 1	
Org Code	
Department	Public Services
Function	General Government
Fund	General Fund
Purpose	
Type	%
Value	100.0000%

City of Pembroke Pines, FL

Communication Tower 7960 Johnson Street (Johnson St Water Plant)

Determination Questions	
1. Does the contract convey control of the right to use another entity's underlying asset?	Yes
2. Is the underlying asset controlled for a period of time in an exchange or exchange-like transaction?	Yes
3. Does the contract transfer ownership of the underlying asset to the lessee by the end of the contract?	No
4. Does the contract contain termination options?	Yes
5. Does the contract contain a fiscal funding or cancellation clause that is reasonably certain of being exercised?	No
Per GASB Statement No. 87 paragraph 19, this contract does not appear to be a Contract That Transfers Ownership. See Lease Classification section below for indication of the Lease Type identified.	

Basic Entity Information	
General Information	
Entity Reporting Standards	GASB
Fiscal Year-End	09/30
Beginning of Restatement Period	10/01/2021
GASB 87 Implementation Date	09/30/2022
General Information	
Lease Name	Communication Tower 7960 Johnson Street (Johnson St Water Plant)
Lessee or Lessor	Lessor
Vendor Name / Lessee Name	UniSite/Omnipoint FL Tower Venture, LLC
Source	Link
Note: Source links will expire after 30 days. If you are having trouble accessing the link, please export this file again.	

Basic Lease Information	
Basic Information	
Lease Component Name	Communication Tower 7960 Johnson Street (Johnson St Water Plant)
Internal Lease Identifier	
Related Party	No
Regulated Lease	No
Intra-Entity Lease	No
Materiality	Material

Month-to-Month or Year-to-Year Lease	No
Key Dates	
Lease Contract Date	12/21/1997
Contract Commencement Date	12/01/1997
Lease Start Date	10/01/2021
Lease End Date	11/30/2032
First Payment Date	12/01/2021
Second Payment Date	12/01/2022
Underlying Asset Information	
Fair Value of Asset as of Commencement	$0.00
Underlying Asset Type	Land
Underlying Asset Depreciable	No
Additional Info	
Description:	
General Notes:	
GASB Implementation Guide Q Are cell phone tower or antenna placement agreement leases? A If the agreement meet the definition of a lease in paragraph 4 of Statement 87, including the control criterion, then such agreements are leases. The control criterion generally is met if a cell phone tower or antenna placement agreement conveys control of the right of use the land on which	

Lease Term	
Lease Term	
Noncancelable Lease Term (in months)	134
Maximum Lease Term (in months)	254
Total Lease Term (in months)	134
Extension Options	
Lessee's Extension Option Period (in months)	60
# of Options	2
Reasonably Certain	No
# of Options Reasonably Certain	0
Comments	
Lessor's Extension Option Period (in months)	0
Termination Options	
Lessee's Termination Option Period (in months)	0
Lessor's Termination Option Period (in months)	0
Fiscal Funding or Cancellation Clause:	
Fiscal Funding or Cancellation Clause Period Year	N/A

Payments	
Payments	
Variable Payments Based on Future Performance	Yes
Entire Payment Based on Future Performance	N/A

Payment Type	Both
Interest Basis	30/360
Fixed Payment Details	
Payment Amount	$48,787.06
First Payment Pro-Rated	Yes
Pro-Rated Payment Amount	$48,787.06
Payment Frequency	Annual
First Fixed Payment Date	12/01/2021
Second Fixed Payment Date	12/01/2022
Step Payment Increase #1	
Start Date	12/21/2022
End Date	11/30/2042
Increase Frequency	Annual
Type	Percentage increase
Amount	3.0000%
Payment Frequency	Annual
Variable Payment Details	
Variable Payments Fixed in Substance	$0.00
Variable Payments Based on an Index	$0.00
Variable Payments Based on a Rate	$0.00
Other Payments	
Other Reasonably Certain Payments	$0.00

Residual Value	
Guaranteed Residual Value	
Guaranteed Residual Value Payment	$0.00
Unguaranteed Residual Value	
Unguaranteed Residual Value / Bargain Purchase Amount	$0.00
Asset Condition	
Does contract require underlying asset to be returned in its original or enhanced condition?	No

Purchase/Termination	
Exercise Price for Purchase Option	
Reasonably Certain / Already Exercised	N/A
Explanation	
Date of Purchase Option	N/A
Lease Termination	
Termination Penalty	$0.00

Incentives and Prepayments	
Incentives/Prepayments Before Commencement	
Lease Incentives Received / Paid Before Commencement	$0.00
Lease Incentives Received / Paid at Commencement	$0.00
Lease Payments Received / Paid Before Commencement	$0.00

Incentives After Lease Start Date	
Lease Incentives Received / Paid After Lease Start Date	$0.00

Additional Lease Details	
Deposits	
Refundable Deposit	$0.00
Non-Refundable Deposit	$0.00
Uncollectible Amounts	
Provision for Uncollectible Amounts	$0.00

Direct Costs	
Lessor's Initial Direct Costs (Not Debt Issuance Costs)	$0.00
Interest Rate	
Stated Interest Rate	0.0000%
Implicit Interest Rate	0.0000%
Entity's Incremental Borrowing Rate	1.3447%
Asset Value	
Original Asset Cost	$0.00
Accumulated Depreciation	$0.00
Carrying Value of Asset	$0.00
Asset Lifetime	
Remaining Depreciable Months	0
Remaining Asset Life as of Commencement (in months)	0
Underlying Asset End Date	11/30/2032
Lease Classification	
Lease Type	Lease
Per GASB Statement No. 87, Paragraph 16, 19 and 42, this lease does not appear to be a Contract That Transfers Ownership, Short-Term Lease, or Regulated Lease. It will be included in the Reporting Notes Export accordingly.	
Restatement	
Lease Previously Presented as a Capital Lease	No

Allocations	
Allocation 1	
Org Code	
Department	Public Services
Function	General Government
Fund	General Fund
Purpose	
Type	%
Value	100.0000%

City of Pembroke Pines, FL

Communication Tower 901 NW 129 Avenue (Walter C Young)

Determination Questions	
1. Does the contract convey control of the right to use another entity's underlying asset?	Yes
2. Is the underlying asset controlled for a period of time in an exchange or exchange-like transaction?	Yes
3. Does the contract transfer ownership of the underlying asset to the lessee by the end of the contract?	No
4. Does the contract contain termination options?	Yes
5. Does the contract contain a fiscal funding or cancellation clause that is reasonably certain of being exercised?	No
Per GASB Statement No. 87 paragraph 19, this contract does not appear to be a Contract That Transfers Ownership. See Lease Classification section below for indication of the Lease Type identified.	

Basic Entity Information	
General Information	
Entity Reporting Standards	GASB
Fiscal Year-End	09/30
Beginning of Restatement Period	10/01/2021
GASB 87 Implementation Date	09/30/2022
General Information	
Lease Name	Communication Tower 901 NW 129 Avenue (Walter C Young)
Lessee or Lessor	Lessor
Vendor Name / Lessee Name	Crown Castle USA Inc
Source	Link
Note: Source links will expire after 30 days. If you are having trouble accessing the link, please export this file again.	

Basic Lease Information	
Basic Information	
Lease Component Name	Communication Tower 901 NW 129 Avenue (Walter C Young)
Internal Lease Identifier	
Related Party	No
Regulated Lease	No
Intra-Entity Lease	No
Materiality	Material
Month-to-Month or Year-to-Year Lease	No
Key Dates	
Lease Contract Date	08/18/1998

Contract Commencement Date	10/01/1998
Lease Start Date	10/01/2021
Lease End Date	09/30/2023
First Payment Date	10/01/2021
Second Payment Date	10/01/2022
Underlying Asset Information	
Fair Value of Asset as of Commencement	$0.00
Underlying Asset Type	Land
Underlying Asset Depreciable	No
Additional Info	
Description:	
General Notes:	
GASB Implementation Guide Q Are cell phone tower or antenna placement agreement leases? A If the agreement meet the definition of a lease in paragraph 4 of Statement 87, including the control criterion, then such agreements are leases. The control criterion generally is met if a cell phone tower or antenna placement agreement conveys control of the right of use the land on which	

Lease Term	
Lease Term	
Noncancelable Lease Term (in months)	24
Maximum Lease Term (in months)	264
Total Lease Term (in months)	24
Extension Options	
Lessee's Extension Option Period (in months)	60
# of Options	4
Reasonably Certain	No
# of Options Reasonably Certain	0
Comments	
Lessor's Extension Option Period (in months)	0
Termination Options	
Lessee's Termination Option Period (in months)	0
Lessor's Termination Option Period (in months)	0
Fiscal Funding or Cancellation Clause:	
Fiscal Funding or Cancellation Clause Period Year	N/A

Payments	
Payments	
Variable Payments Based on Future Performance	Yes
Entire Payment Based on Future Performance	N/A
Payment Type	Both
Interest Basis	30/360
Fixed Payment Details	

Payment Amount	$36,945.54
First Payment Pro-Rated	No
Payment Frequency	Annual
First Fixed Payment Date	10/01/2021
Second Fixed Payment Date	10/01/2022
Step Payment Increase #1	
Start Date	10/01/2022
End Date	09/30/2043
Increase Frequency	Annual
Type	Percentage increase
Amount	5.0000%
Payment Frequency	Annual
Variable Payment Details	
Variable Payments Fixed in Substance	$0.00
Variable Payments Based on an Index	$0.00
Variable Payments Based on a Rate	$0.00
Other Payments	
Other Reasonably Certain Payments	$0.00

Residual Value	
Guaranteed Residual Value	
Guaranteed Residual Value Payment	$0.00
Unguaranteed Residual Value	
Unguaranteed Residual Value / Bargain Purchase Amount	$0.00
Asset Condition	
Does contract require underlying asset to be returned in its original or enhanced condition?	No

Purchase/Termination	
Exercise Price for Purchase Option	
Reasonably Certain / Already Exercised	N/A
Explanation	
Date of Purchase Option	N/A
Lease Termination	
Termination Penalty	$0.00

Incentives and Prepayments	
Incentives/Prepayments Before Commencement	
Lease Incentives Received / Paid Before Commencement	$0.00
Lease Incentives Received / Paid at Commencement	$0.00
Lease Payments Received / Paid Before Commencement	$0.00
Incentives After Lease Start Date	
Lease Incentives Received / Paid After Lease Start Date	$0.00

Additional Lease Details

Deposits	
Refundable Deposit	$0.00
Non-Refundable Deposit	$0.00
Uncollectible Amounts	
Provision for Uncollectible Amounts	$0.00

Direct Costs	
Lessor's Initial Direct Costs (Not Debt Issuance Costs)	$0.00
Interest Rate	
Stated Interest Rate	0.0000%
Implicit Interest Rate	0.0000%
Entity's Incremental Borrowing Rate	0.2477%
Asset Value	
Original Asset Cost	$0.00
Accumulated Depreciation	$0.00
Carrying Value of Asset	$0.00
Asset Lifetime	
Remaining Depreciable Months	0
Remaining Asset Life as of Commencement (in months)	0
Underlying Asset End Date	09/30/2023
Lease Classification	
Lease Type	Lease
Per GASB Statement No. 87, Paragraph 16, 19 and 42, this lease does not appear to be a Contract That Transfers Ownership, Short-Term Lease, or Regulated Lease. It will be included in the Reporting Notes Export accordingly.	
Restatement	
Lease Previously Presented as a Capital Lease	No

Allocations	
Allocation 1	
Org Code	
Department	Public Services
Function	General Government
Fund	General Fund
Purpose	
Type	%
Value	100.0000%

City of Pembroke Pines, FL

Communication Tower 9500 Pines Blvd (Polie and Fire Bldg)

Determination Questions	
1. Does the contract convey control of the right to use another entity's underlying asset?	Yes
2. Is the underlying asset controlled for a period of time in an exchange or exchange-like transaction?	Yes
3. Does the contract transfer ownership of the underlying asset to the lessee by the end of the contract?	No
4. Does the contract contain termination options?	Yes
5. Does the contract contain a fiscal funding or cancellation clause that is reasonably certain of being exercised?	No
Per GASB Statement No. 87 paragraph 19, this contract does not appear to be a Contract That Transfers Ownership. See Lease Classification section below for indication of the Lease Type identified.	

Basic Entity Information	
General Information	
Entity Reporting Standards	GASB
Fiscal Year-End	09/30
Beginning of Restatement Period	10/01/2021
GASB 87 Implementation Date	09/30/2022
General Information	
Lease Name	Communication Tower 9500 Pines Blvd (Polie and Fire Bldg)
Lessee or Lessor	Lessor
Vendor Name / Lessee Name	Crown Castle USA Inc
Source	Link
Note: Source links will expire after 30 days. If you are having trouble accessing the link, please export this file again.	

Basic Lease Information	
Basic Information	
Lease Component Name	Communication Tower 9500 Pines Blvd (Polie and Fire Bldg)
Internal Lease Identifier	
Related Party	No
Regulated Lease	No
Intra-Entity Lease	No
Materiality	Material
Month-to-Month or Year-to-Year Lease	No
Key Dates	
Lease Contract Date	04/17/1997

Contract Commencement Date	04/22/1997
Lease Start Date	10/01/2021
Lease End Date	04/21/2042
First Payment Date	10/01/2021
Second Payment Date	10/01/2022
Underlying Asset Information	
Fair Value of Asset as of Commencement	$0.00
Underlying Asset Type	Land
Underlying Asset Depreciable	No
Additional Info	
Description:	
TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, consisting of a building or buildings as necessary now or in the future to shelter its telecommunications equipment.	
General Notes:	
GASB Implementation Guide Q Are cell phone tower or antenna placement agreement leases? A If the agreement meet the definition of a lease in paragraph 4 of Statement 87, including the control criterion, then such agreements are leases. The control criterion generally is met if a cell phone tower or antenna placement agreement conveys control of the right of use the land on which	

Lease Term	
Lease Term	
Noncancelable Lease Term (in months)	246
Maximum Lease Term (in months)	246
Total Lease Term (in months)	246
Extension Options	
Lessee's Extension Option Period (in months)	0
Lessor's Extension Option Period (in months)	0
Termination Options	
Lessee's Termination Option Period (in months)	0
Lessor's Termination Option Period (in months)	0
Fiscal Funding or Cancellation Clause:	
Fiscal Funding or Cancellation Clause Period Year	N/A

Payments	
Payments	
Variable Payments Based on Future Performance	Yes
Entire Payment Based on Future Performance	N/A
Payment Type	Both
Interest Basis	30/360
Fixed Payment Details	
Payment Amount	$63,392.56
First Payment Pro-Rated	No
Payment Frequency	Monthly

First Fixed Payment Date	10/01/2021
Second Fixed Payment Date	10/01/2022
Step Payment Increase #1	
Start Date	10/01/2021
End Date	04/21/2042
Increase Frequency	Annual
Type	Percentage increase
Amount	5.0000%
Payment Frequency	Annual
Variable Payment Details	
Variable Payments Fixed in Substance	$0.00
Variable Payments Based on an Index	$0.00
Variable Payments Based on a Rate	$0.00
Other Payments	
Other Reasonably Certain Payments	$0.00

Residual Value	
Guaranteed Residual Value	
Guaranteed Residual Value Payment	$0.00
Unguaranteed Residual Value	
Unguaranteed Residual Value / Bargain Purchase Amount	$0.00
Asset Condition	
Does contract require underlying asset to be returned in its original or enhanced condition?	No

Purchase/Termination	
Exercise Price for Purchase Option	
Reasonably Certain / Already Exercised	N/A
Explanation	
Date of Purchase Option	N/A
Lease Termination	
Termination Penalty	$0.00

Incentives and Prepayments	
Incentives/Prepayments Before Commencement	
Lease Incentives Received / Paid Before Commencement	$0.00
Lease Incentives Received / Paid at Commencement	$0.00
Lease Payments Received / Paid Before Commencement	$0.00
Incentives After Lease Start Date	
Lease Incentives Received / Paid After Lease Start Date	$0.00

Additional Lease Details	
Deposits	
Refundable Deposit	$0.00
Non-Refundable Deposit	$0.00

Uncollectible Amounts	
Provision for Uncollectible Amounts	$0.00

Direct Costs	
Lessor's Initial Direct Costs (Not Debt Issuance Costs)	$0.00
Interest Rate	
Stated Interest Rate	0.0000%
Implicit Interest Rate	0.0000%
Entity's Incremental Borrowing Rate	1.7077%
Asset Value	
Original Asset Cost	$0.00
Accumulated Depreciation	$0.00
Carrying Value of Asset	$0.00
Asset Lifetime	
Remaining Depreciable Months	0
Remaining Asset Life as of Commencement (in months)	0
Underlying Asset End Date	04/21/2042
Lease Classification	
Lease Type	Lease
Per GASB Statement No. 87, Paragraph 16, 19 and 42, this lease does not appear to be a Contract That Transfers Ownership, Short-Term Lease, or Regulated Lease. It will be included in the Reporting Notes Export accordingly.	
Restatement	
Lease Previously Presented as a Capital Lease	No

Allocations	
Allocation 1	
Org Code	
Department	Public Services
Function	General Government
Fund	General Fund
Purpose	
Type	%
Value	100.0000%

City of Pembroke Pines, FL

Communication Tower 9950 Johnson Street (Master Lift Station #3)

Determination Questions	
1. Does the contract convey control of the right to use another entity's underlying asset?	Yes
2. Is the underlying asset controlled for a period of time in an exchange or exchange-like transaction?	Yes
3. Does the contract transfer ownership of the underlying asset to the lessee by the end of the contract?	No
4. Does the contract contain termination options?	Yes
5. Does the contract contain a fiscal funding or cancellation clause that is reasonably certain of being exercised?	No
Per GASB Statement No. 87 paragraph 19, this contract does not appear to be a Contract That Transfers Ownership. See Lease Classification section below for indication of the Lease Type identified.	

Basic Entity Information	
General Information	
Entity Reporting Standards	GASB
Fiscal Year-End	09/30
Beginning of Restatement Period	10/01/2021
GASB 87 Implementation Date	09/30/2022
General Information	
Lease Name	Communication Tower 9950 Johnson Street (Master Lift Station #3)
Lessee or Lessor	Lessor
Vendor Name / Lessee Name	Crown Castle USA Inc
Source	Link
Note: Source links will expire after 30 days. If you are having trouble accessing the link, please export this file again.	

Basic Lease Information	
Basic Information	
Lease Component Name	Communication Tower 9950 Johnson Street (Master Lift Station #3)
Internal Lease Identifier	
Related Party	No
Regulated Lease	No
Intra-Entity Lease	No
Materiality	Material
Month-to-Month or Year-to-Year Lease	No

Key Dates	
Lease Contract Date	01/26/1998
Contract Commencement Date	05/20/1998
Lease Start Date	10/01/2021
Lease End Date	10/19/2043
First Payment Date	05/20/2022
Second Payment Date	05/20/2023
Underlying Asset Information	
Fair Value of Asset as of Commencement	$0.00
Underlying Asset Type	Land
Underlying Asset Depreciable	No
Additional Info	
Description:	
TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, consisting of a monopole not to exceed 125 ft. (the 11 Tower 11), antennas, a building or buildings, as necessary now. Or in the future, to shelter its telecommunications equipment. This Agreement is effective upon execution hereof, and shall terminate on September 30, 2008, with	
General Notes:	
Section 5.01 of the Agreement is amended by replacing "three (3)" with "seven (7)", thereby adding four (4) additional five (5)-year renewal terms to the Agreement beyond the Original Term, and extending its total term to September 30, 2043, unless sooner terminated as provided in the Agreement. GASB Implementation Guide Q Are cell phone tower or antenna placement agreement leases? A If the agreement meet the definition of a lease in paragraph 4 of Statement 87, including the control criterion, then such agreements are leases. The control criterion generally is met if a cell	

Lease Term	
Lease Term	
Noncancelable Lease Term (in months)	264
Maximum Lease Term (in months)	264
Total Lease Term (in months)	264
Extension Options	
Lessee's Extension Option Period (in months)	0
Lessor's Extension Option Period (in months)	0
Termination Options	
Lessee's Termination Option Period (in months)	0
Lessor's Termination Option Period (in months)	0
Fiscal Funding or Cancellation Clause:	
Fiscal Funding or Cancellation Clause Period Year	N/A

Payments	
Payments	
Variable Payments Based on Future Performance	Yes
Entire Payment Based on Future Performance	No
Payment Type	Both
Interest Basis	30/360
Fixed Payment Details	
Payment Amount	$73,716.57
First Payment Pro-Rated	No
Payment Frequency	Annual
First Fixed Payment Date	10/01/2021
Second Fixed Payment Date	10/01/2022
Step Payment Increase #1	
Start Date	10/01/2021
End Date	09/30/2043
Increase Frequency	Annual
Type	Percentage increase
Amount	5.0000%
Payment Frequency	Annual
Variable Payment Details	
Variable Payments Fixed in Substance	$0.00
Variable Payments Based on an Index	$0.00
Variable Payments Based on a Rate	$0.00
Other Payments	
Other Reasonably Certain Payments	$0.00

Residual Value	
Guaranteed Residual Value	
Guaranteed Residual Value Payment	$0.00
Unguaranteed Residual Value	
Unguaranteed Residual Value / Bargain Purchase Amount	$0.00
Asset Condition	
Does contract require underlying asset to be returned in its original or enhanced condition?	No

Purchase/Termination	
Exercise Price for Purchase Option	
Reasonably Certain / Already Exercised	N/A
Explanation	
Date of Purchase Option	N/A
Lease Termination	
Termination Penalty	$0.00

Incentives and Prepayments	
Incentives/Prepayments Before Commencement	

Lease Incentives Received / Paid Before Commencement	$0.00
Lease Incentives Received / Paid at Commencement	$0.00
Lease Payments Received / Paid Before Commencement	$0.00
Incentives After Lease Start Date	
Lease Incentives Received / Paid After Lease Start Date	$0.00

Additional Lease Details	
Deposits	
Refundable Deposit	$0.00
Non-Refundable Deposit	$0.00
Uncollectible Amounts	
Provision for Uncollectible Amounts	$0.00

Direct Costs	
Lessor's Initial Direct Costs (Not Debt Issuance Costs)	$0.00
Interest Rate	
Stated Interest Rate	0.0000%
Implicit Interest Rate	0.0000%
Entity's Incremental Borrowing Rate	1.7457%
Asset Value	
Original Asset Cost	$0.00
Accumulated Depreciation	$0.00
Carrying Value of Asset	$0.00
Asset Lifetime	
Remaining Depreciable Months	0
Remaining Asset Life as of Commencement (in months)	0
Underlying Asset End Date	10/19/2043
Lease Classification	
Lease Type	Lease
Per GASB Statement No. 87, Paragraph 16, 19 and 42, this lease does not appear to be a Contract That Transfers Ownership, Short-Term Lease, or Regulated Lease. It will be included in the Reporting Notes Export accordingly.	
Restatement	
Lease Previously Presented as a Capital Lease	No

Allocations	
Allocation 1	
Org Code	
Department	Public Services
Function	General Government
Fund	General Fund
Purpose	
Type	%
Value	100.0000%

City of Pembroke Pines, FL

Communication Tower Academic Village 17189 Sheridan Street

Determination Questions	
1. Does the contract convey control of the right to use another entity's underlying asset?	Yes
2. Is the underlying asset controlled for a period of time in an exchange or exchange-like transaction?	Yes
3. Does the contract transfer ownership of the underlying asset to the lessee by the end of the contract?	No
4. Does the contract contain termination options?	Yes
5. Does the contract contain a fiscal funding or cancellation clause that is reasonably certain of being exercised?	No
Per GASB Statement No. 87 paragraph 19, this contract does not appear to be a Contract That Transfers Ownership. See Lease Classification section below for indication of the Lease Type identified.	

Basic Entity Information	
General Information	
Entity Reporting Standards	GASB
Fiscal Year-End	09/30
Beginning of Restatement Period	10/01/2021
GASB 87 Implementation Date	09/30/2022
General Information	
Lease Name	Communication Tower Academic Village 17189 Sheridan Street
Lessee or Lessor	Lessor
Vendor Name / Lessee Name	Southern Tower Antenna Retail II, L.L.C.
Source	Link
Note: Source links will expire after 30 days. If you are having trouble accessing the link, please export this file again.	

Basic Lease Information	
Basic Information	
Lease Component Name	Communication Tower Academic Village 17189 Sheridan Street
Internal Lease Identifier	
Related Party	No
Regulated Lease	No
Intra-Entity Lease	No
Materiality	Material
Month-to-Month or Year-to-Year Lease	No
Key Dates	

Lease Contract Date	07/10/2014
Contract Commencement Date	07/10/2014
Lease Start Date	10/01/2021
Lease End Date	07/09/2024
First Payment Date	10/01/2021
Second Payment Date	10/01/2022
Underlying Asset Information	
Fair Value of Asset as of Commencement	$0.00
Underlying Asset Type	Land
Underlying Asset Depreciable	No
Additional Info	
Description:	
TENANT shall use the Leased Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, consisting of a building or buildings, as necessary now or in the future, to shelter its telecommunications equipment. This Agreement is effective upon execution hereof for ten (10) years with additional five (5) year	
General Notes:	
GASB Implementation Guide Q Are cell phone tower or antenna placement agreement leases? A If the agreement meet the definition of a lease in paragraph 4 of Statement 87, including the control criterion, then such agreements are leases. The control criterion generally is met if a cell phone tower or antenna placement agreement conveys control of the right of use the land on which	

Lease Term	
Lease Term	
Noncancelable Lease Term (in months)	33
Maximum Lease Term (in months)	93
Total Lease Term (in months)	33
Extension Options	
Lessee's Extension Option Period (in months)	60
# of Options	1
Reasonably Certain	No
# of Options Reasonably Certain	0
Comments	
Lessor's Extension Option Period (in months)	0
Termination Options	
Lessee's Termination Option Period (in months)	0
Lessor's Termination Option Period (in months)	0
Fiscal Funding or Cancellation Clause:	
Fiscal Funding or Cancellation Clause Period Year	N/A

Payments	
Payments	
Variable Payments Based on Future Performance	Yes

Entire Payment Based on Future Performance	No
Payment Type	Both
Interest Basis	30/360
Fixed Payment Details	
Payment Amount	$41,791.83
First Payment Pro-Rated	No
Payment Frequency	Annual
First Fixed Payment Date	10/01/2021
Second Fixed Payment Date	10/01/2022
Step Payment Increase #1	
Start Date	10/01/2021
End Date	06/30/2029
Increase Frequency	Annual
Type	Percentage increase
Amount	3.0000%
Payment Frequency	Annual
Variable Payment Details	
Variable Payments Fixed in Substance	$0.00
Variable Payments Based on an Index	$0.00
Variable Payments Based on a Rate	$0.00
Other Payments	
Other Reasonably Certain Payments	$0.00

Residual Value	
Guaranteed Residual Value	
Guaranteed Residual Value Payment	$0.00
Unguaranteed Residual Value	
Unguaranteed Residual Value / Bargain Purchase Amount	$0.00
Asset Condition	
Does contract require underlying asset to be returned in its original or enhanced condition?	No

Purchase/Termination	
Exercise Price for Purchase Option	
Reasonably Certain / Already Exercised	N/A
Explanation	
Date of Purchase Option	N/A
Lease Termination	
Termination Penalty	$0.00

Incentives and Prepayments	
Incentives/Prepayments Before Commencement	
Lease Incentives Received / Paid Before Commencement	$0.00
Lease Incentives Received / Paid at Commencement	$0.00
Lease Payments Received / Paid Before Commencement	$0.00

Incentives After Lease Start Date	
Lease Incentives Received / Paid After Lease Start Date	$0.00

Additional Lease Details	
Deposits	
Refundable Deposit	$0.00
Non-Refundable Deposit	$0.00
Uncollectible Amounts	
Provision for Uncollectible Amounts	$0.00

Direct Costs	
Lessor's Initial Direct Costs (Not Debt Issuance Costs)	$0.00
Interest Rate	
Stated Interest Rate	0.0000%
Implicit Interest Rate	0.0000%
Entity's Incremental Borrowing Rate	0.3277%
Asset Value	
Original Asset Cost	$0.00
Accumulated Depreciation	$0.00
Carrying Value of Asset	$0.00
Asset Lifetime	
Remaining Depreciable Months	0
Remaining Asset Life as of Commencement (in months)	0
Underlying Asset End Date	07/09/2024
Lease Classification	
Lease Type	Lease
Per GASB Statement No. 87, Paragraph 16, 19 and 42, this lease does not appear to be a Contract That Transfers Ownership, Short-Term Lease, or Regulated Lease. It will be included in the Reporting Notes Export accordingly.	
Restatement	
Lease Previously Presented as a Capital Lease	No

Allocations	
Allocation 1	
Org Code	
Department	Human Services
Function	Human Services
Fund	Charter Schools
Purpose	
Type	%
Value	100.0000%

City of Pembroke Pines, FL

Communication Tower - Chapel Trail 18450 NW Johnson Street

Determination Questions	
1. Does the contract convey control of the right to use another entity's underlying asset?	Yes
2. Is the underlying asset controlled for a period of time in an exchange or exchange-like transaction?	Yes
3. Does the contract transfer ownership of the underlying asset to the lessee by the end of the contract?	No
4. Does the contract contain termination options?	Yes
5. Does the contract contain a fiscal funding or cancellation clause that is reasonably certain of being exercised?	No
Per GASB Statement No. 87 paragraph 19, this contract does not appear to be a Contract That Transfers Ownership. See Lease Classification section below for indication of the Lease Type identified.	

Basic Entity Information	
General Information	
Entity Reporting Standards	GASB
Fiscal Year-End	09/30
Beginning of Restatement Period	10/01/2021
GASB 87 Implementation Date	09/30/2022
General Information	
Lease Name	Communication Tower - Chapel Trail 18450 NW Johnson Street
Lessee or Lessor	Lessor
Vendor Name / Lessee Name	SBA Towers IV, LLC
Source	Link
Note: Source links will expire after 30 days. If you are having trouble accessing the link, please export this file again.	

Basic Lease Information	
Basic Information	
Lease Component Name	Communication Tower - Chapel Trail 18450 NW Johnson Street
Internal Lease Identifier	
Related Party	No
Regulated Lease	No
Intra-Entity Lease	No
Materiality	Material
Month-to-Month or Year-to-Year Lease	No
Key Dates	
Lease Contract Date	03/29/2020

Contract Commencement Date	04/10/2020
Lease Start Date	10/01/2021
Lease End Date	04/09/2025
First Payment Date	04/10/2022
Second Payment Date	04/10/2023
Underlying Asset Information	
Fair Value of Asset as of Commencement	$0.00
Underlying Asset Type	Land
Underlying Asset Depreciable	No
Additional Info	
Description:	
TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, consisting of a 140' monopole antenna structure and foundation, a building or buildings, radio transmitting and receiving antennas, utility lines, transmission lines, electronic equipment, end supporting equipment ("Tenant's Equipment") as necessary now or m the future, to shelter its telecommunications equipment. This Agreement Is effective upon execution hereof, for a term of ten (10) years, with three (3) five	
General Notes:	
GASB Implementation Guide Q Are cell phone tower or antenna placement agreement leases? A If the agreement meet the definition of a lease in paragraph 4 of Statement 87, including the control criterion, then such agreements are leases. The control criterion generally is met if a cell phone tower or antenna placement agreement conveys control of the right of use the land on which	

Lease Term	
Lease Term	
Noncancelable Lease Term (in months)	42
Maximum Lease Term (in months)	522
Total Lease Term (in months)	42
Extension Options	
Lessee's Extension Option Period (in months)	480
# of Options	1
Reasonably Certain	No
# of Options Reasonably Certain	0
Comments	Letter of intent to renew for 40 years was sent to the City on 3/9/2020
Lessor's Extension Option Period (in months)	0
Termination Options	
Lessee's Termination Option Period (in months)	0
Lessor's Termination Option Period (in months)	0
Fiscal Funding or Cancellation Clause:	
Fiscal Funding or Cancellation Clause Period Year	N/A

Payments	
Payments	
Variable Payments Based on Future Performance	No
Payment Type	Both
Interest Basis	30/360
Fixed Payment Details	
Payment Amount	$68,005.16
First Payment Pro-Rated	No
Payment Frequency	Annual
First Fixed Payment Date	10/01/2021
Second Fixed Payment Date	10/01/2022
Step Payment Increase #1	
Start Date	10/01/2021
End Date	04/09/2025
Increase Frequency	Annual
Type	Percentage increase
Amount	3.0000%
Payment Frequency	Annual
Variable Payment Details	
Variable Payments Fixed in Substance	$0.00
Variable Payments Based on an Index	$0.00
Variable Payments Based on a Rate	$0.00
Other Payments	
Other Reasonably Certain Payments	$0.00

Residual Value	
Guaranteed Residual Value	
Guaranteed Residual Value Payment	$0.00
Unguaranteed Residual Value	
Unguaranteed Residual Value / Bargain Purchase Amount	$0.00
Asset Condition	
Does contract require underlying asset to be returned in its original or enhanced condition?	No

Purchase/Termination	
Exercise Price for Purchase Option	
Reasonably Certain / Already Exercised	N/A
Explanation	
Date of Purchase Option	N/A
Lease Termination	
Termination Penalty	$0.00

Incentives and Prepayments	
Incentives/Prepayments Before Commencement	
Lease Incentives Received / Paid Before Commencement	$0.00

Lease Incentives Received / Paid at Commencement	$0.00
Lease Payments Received / Paid Before Commencement	$0.00
Incentives After Lease Start Date	
Lease Incentives Received / Paid After Lease Start Date	$0.00

Additional Lease Details	
Deposits	
Refundable Deposit	$0.00
Non-Refundable Deposit	$0.00
Uncollectible Amounts	
Provision for Uncollectible Amounts	$0.00

Direct Costs	
Lessor's Initial Direct Costs (Not Debt Issuance Costs)	$0.00
Interest Rate	
Stated Interest Rate	0.0000%
Implicit Interest Rate	0.0000%
Entity's Incremental Borrowing Rate	0.4753%
Asset Value	
Original Asset Cost	$0.00
Accumulated Depreciation	$0.00
Carrying Value of Asset	$0.00
Asset Lifetime	
Remaining Depreciable Months	0
Remaining Asset Life as of Commencement (in months)	0
Underlying Asset End Date	04/09/2025
Lease Classification	
Lease Type	Lease
Per GASB Statement No. 87, Paragraph 16, 19 and 42, this lease does not appear to be a Contract That Transfers Ownership, Short-Term Lease, or Regulated Lease. It will be included in the Reporting Notes Export accordingly.	
Restatement	
Lease Previously Presented as a Capital Lease	No

Allocations	
Allocation 1	
Org Code	
Department	Public Services
Function	General Government
Fund	General Fund
Purpose	
Type	%
Value	100.0000%

City of Pembroke Pines, FL

Communication Tower Flamingo Park 1900 NW 122 Terrace

Determination Questions	
1. Does the contract convey control of the right to use another entity's underlying asset?	Yes
2. Is the underlying asset controlled for a period of time in an exchange or exchange-like transaction?	Yes
3. Does the contract transfer ownership of the underlying asset to the lessee by the end of the contract?	No
4. Does the contract contain termination options?	Yes
5. Does the contract contain a fiscal funding or cancellation clause that is reasonably certain of being exercised?	No
Per GASB Statement No. 87 paragraph 19, this contract does not appear to be a Contract That Transfers Ownership. See Lease Classification section below for indication of the Lease Type identified.	

Basic Entity Information	
General Information	
Entity Reporting Standards	GASB
Fiscal Year-End	09/30
Beginning of Restatement Period	10/01/2021
GASB 87 Implementation Date	09/30/2022
General Information	
Lease Name	Communication Tower Flamingo Park 1900 NW 122 Terrace
Lessee or Lessor	Lessor
Vendor Name / Lessee Name	BellSouth Carolinas PCS, L.P.
Source	Link
Note: Source links will expire after 30 days. If you are having trouble accessing the link, please export this file again.	

Basic Lease Information	
Basic Information	
Lease Component Name	Communication Tower Flamingo Park 1900 NW 122 Terrace
Internal Lease Identifier	
Related Party	No
Regulated Lease	No
Intra-Entity Lease	No
Materiality	Material
Month-to-Month or Year-to-Year Lease	No
Key Dates	
Lease Contract Date	10/12/1995

Contract Commencement Date	04/24/2016
Lease Start Date	10/01/2021
Lease End Date	04/23/2036
First Payment Date	04/24/2022
Second Payment Date	04/24/2023
Underlying Asset Information	
Fair Value of Asset as of Commencement	$0.00
Underlying Asset Type	Land
Underlying Asset Depreciable	No
Additional Info	
Description:	
Section 7(C)I of the Agreement is amended by replacing "two (2)" with "six.(6)", thereby adding four (4) additional five (5)-year Additional Terms to the Agreement beyond the Original Term, and extending its total term to April 23, 2036, unless sooner terminated as provided in the Agreement. Commencing on April 24, 2016, and every year thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to five percent (5%) of the annual rent in effect for the year	
General Notes:	
GASB Implementation Guide Q Are cell phone tower or antenna placement agreement leases? A If the agreement meet the definition of a lease in paragraph 4 of Statement 87, including the control criterion, then such agreements are leases. The control criterion generally is met if a cell phone tower or antenna placement agreement conveys control of the right of use the land on which	

Lease Term	
Lease Term	
Noncancelable Lease Term (in months)	174
Maximum Lease Term (in months)	174
Total Lease Term (in months)	174
Extension Options	
Lessee's Extension Option Period (in months)	0
Lessor's Extension Option Period (in months)	0
Termination Options	
Lessee's Termination Option Period (in months)	0
Lessor's Termination Option Period (in months)	0
Fiscal Funding or Cancellation Clause:	
Fiscal Funding or Cancellation Clause Period Year	N/A

Payments	
Payments	
Variable Payments Based on Future Performance	Yes
Entire Payment Based on Future Performance	N/A
Payment Type	Both
Interest Basis	30/360
Fixed Payment Details	

Payment Amount	$38,700.00
First Payment Pro-Rated	No
Payment Frequency	Annual
First Fixed Payment Date	10/01/2021
Second Fixed Payment Date	10/01/2022
Step Payment Increase #1	
Start Date	10/01/2021
End Date	04/23/2036
Increase Frequency	Annual
Type	Percentage increase
Amount	5.0000%
Payment Frequency	Annual
Variable Payment Details	
Variable Payments Fixed in Substance	$0.00
Variable Payments Based on an Index	$0.00
Variable Payments Based on a Rate	$0.00
Other Payments	
Other Reasonably Certain Payments	$0.00

Residual Value	
Guaranteed Residual Value	
Guaranteed Residual Value Payment	$0.00
Unguaranteed Residual Value	
Unguaranteed Residual Value / Bargain Purchase Amount	$0.00
Asset Condition	
Does contract require underlying asset to be returned in its original or enhanced condition?	No

Purchase/Termination	
Exercise Price for Purchase Option	
Reasonably Certain / Already Exercised	N/A
Explanation	
Date of Purchase Option	N/A
Lease Termination	
Termination Penalty	$0.00

Incentives and Prepayments	
Incentives/Prepayments Before Commencement	
Lease Incentives Received / Paid Before Commencement	$0.00
Lease Incentives Received / Paid at Commencement	$0.00
Lease Payments Received / Paid Before Commencement	$0.00
Incentives After Lease Start Date	
Lease Incentives Received / Paid After Lease Start Date	$0.00

Additional Lease Details

Deposits	
Refundable Deposit	$0.00
Non-Refundable Deposit	$0.00
Uncollectible Amounts	
Provision for Uncollectible Amounts	$0.00

Direct Costs	
Lessor's Initial Direct Costs (Not Debt Issuance Costs)	$0.00
Interest Rate	
Stated Interest Rate	0.0000%
Implicit Interest Rate	0.0000%
Entity's Incremental Borrowing Rate	1.5117%
Asset Value	
Original Asset Cost	$0.00
Accumulated Depreciation	$0.00
Carrying Value of Asset	$0.00
Asset Lifetime	
Remaining Depreciable Months	0
Remaining Asset Life as of Commencement (in months)	0
Underlying Asset End Date	04/23/2036
Lease Classification	
Lease Type	Lease
Per GASB Statement No. 87, Paragraph 16, 19 and 42, this lease does not appear to be a Contract That Transfers Ownership, Short-Term Lease, or Regulated Lease. It will be included in the Reporting Notes Export accordingly.	
Restatement	
Lease Previously Presented as a Capital Lease	No

Allocations	
Allocation 1	
Org Code	
Department	Public Services
Function	General Government
Fund	General Fund
Purpose	
Type	%
Value	100.0000%

City of Pembroke Pines, FL

Communication Tower Golf Course 10500 Taft Street (Country Club)

Determination Questions	
1. Does the contract convey control of the right to use another entity's underlying asset?	Yes
2. Is the underlying asset controlled for a period of time in an exchange or exchange-like transaction?	Yes
3. Does the contract transfer ownership of the underlying asset to the lessee by the end of the contract?	No
4. Does the contract contain termination options?	Yes
5. Does the contract contain a fiscal funding or cancellation clause that is reasonably certain of being exercised?	No
Per GASB Statement No. 87 paragraph 19, this contract does not appear to be a Contract That Transfers Ownership. See Lease Classification section below for indication of the Lease Type identified.	

Basic Entity Information	
General Information	
Entity Reporting Standards	GASB
Fiscal Year-End	09/30
Beginning of Restatement Period	10/01/2021
GASB 87 Implementation Date	09/30/2022
General Information	
Lease Name	Communication Tower Golf Course 10500 Taft Street (Country Club)
Lessee or Lessor	Lessor
Vendor Name / Lessee Name	Crown Castle USA Inc
Source	Link
Note: Source links will expire after 30 days. If you are having trouble accessing the link, please export this file again.	

Basic Lease Information	
Basic Information	
Lease Component Name	Communication Tower Golf Course 10500 Taft Street (Country Club)
Internal Lease Identifier	
Related Party	No
Regulated Lease	No
Intra-Entity Lease	No
Materiality	Material
Month-to-Month or Year-to-Year Lease	No

Key Dates	
Lease Contract Date	10/09/2000
Contract Commencement Date	10/01/2000
Lease Start Date	10/01/2021
Lease End Date	09/30/2041
First Payment Date	10/01/2021
Second Payment Date	10/01/2022
Underlying Asset Information	
Fair Value of Asset as of Commencement	$0.00
Underlying Asset Type	Land
Underlying Asset Depreciable	No
Additional Info	
Description:	
City does hereby lease and grant unto Tenant, its successors and assigns, the Property for four (4) additional five (5)-year renewal periods beyond the Original Tenn, such that the Original Tenn and all renewal periods of the Agreement may last for a term of forty-one (41) years, expiring on September 30, 2041, unless sooner terminated as provided in the Agreement. Commencing on October 1, 2021, and every year thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to five percent (5%) of the annual rent in effect for the year immediately preceding the Adjustment Date. Such rent escalations shall replace any rent	
General Notes:	
GASB Implementation Guide Q Are cell phone tower or antenna placement agreement leases? A If the agreement meet the definition of a lease in paragraph 4 of Statement 87, including the control criterion, then such agreements are leases. The control criterion generally is met if a cell phone tower or antenna placement agreement conveys control of the right of use the land on which	

Lease Term	
Lease Term	
Noncancelable Lease Term (in months)	240
Maximum Lease Term (in months)	240
Total Lease Term (in months)	240
Extension Options	
Lessee's Extension Option Period (in months)	0
Lessor's Extension Option Period (in months)	0
Termination Options	
Lessee's Termination Option Period (in months)	0
Lessor's Termination Option Period (in months)	0
Fiscal Funding or Cancellation Clause:	
Fiscal Funding or Cancellation Clause Period Year	N/A

Payments	
Payments	
Variable Payments Based on Future Performance	No

Payment Type	Fixed
Interest Basis	30/360
Fixed Payment Details	
Payment Amount	$48,739.72
First Payment Pro-Rated	No
Payment Frequency	Annual
First Fixed Payment Date	10/01/2021
Second Fixed Payment Date	10/01/2022
Step Payment Increase #1	
Start Date	10/01/2021
End Date	09/30/2041
Increase Frequency	Annual
Type	Percentage increase
Amount	3.0000%
Payment Frequency	Annual
Other Payments	
Other Reasonably Certain Payments	$0.00

Residual Value	
Guaranteed Residual Value	
Guaranteed Residual Value Payment	$0.00
Unguaranteed Residual Value	
Unguaranteed Residual Value / Bargain Purchase Amount	$0.00
Asset Condition	
Does contract require underlying asset to be returned in its original or enhanced condition?	No

Purchase/Termination	
Exercise Price for Purchase Option	
Reasonably Certain / Already Exercised	N/A
Explanation	
Date of Purchase Option	N/A
Lease Termination	
Termination Penalty	$0.00

Incentives and Prepayments	
Incentives/Prepayments Before Commencement	
Lease Incentives Received / Paid Before Commencement	$0.00
Lease Incentives Received / Paid at Commencement	$0.00
Lease Payments Received / Paid Before Commencement	$0.00
Incentives After Lease Start Date	
Lease Incentives Received / Paid After Lease Start Date	$0.00

Additional Lease Details	
Deposits	

Refundable Deposit	$0.00
Non-Refundable Deposit	$0.00
Uncollectible Amounts	
Provision for Uncollectible Amounts	$0.00

Direct Costs	
Lessor's Initial Direct Costs (Not Debt Issuance Costs)	$0.00
Interest Rate	
Stated Interest Rate	0.0000%
Implicit Interest Rate	0.0000%
Entity's Incremental Borrowing Rate	1.6713%
Asset Value	
Original Asset Cost	$0.00
Accumulated Depreciation	$0.00
Carrying Value of Asset	$0.00
Asset Lifetime	
Remaining Depreciable Months	0
Remaining Asset Life as of Commencement (in months)	0
Underlying Asset End Date	09/30/2041
Lease Classification	
Lease Type	Lease
Per GASB Statement No. 87, Paragraph 16, 19 and 42, this lease does not appear to be a Contract That Transfers Ownership, Short-Term Lease, or Regulated Lease. It will be included in the Reporting Notes Export accordingly.	
Restatement	
Lease Previously Presented as a Capital Lease	No

Allocations	
Allocation 1	
Org Code	
Department	Public Services
Function	General Government
Fund	General Fund
Purpose	
Type	%
Value	100.0000%

CELL TOWER REVENUE ACCOUNT (001.00.000.362-3620015) - FY 2024-FY2028 PROJECTIONS

FY2023 TELECOMMUNICATION TOWER CO-LOCATION RENTS	MONTHLY RENT	TOWN PORTION MONTHLY	TOWN PORTION YEARLY	NOTE	FY2025	FY2026	FY2027	FY2028
BAMFORD CELL TOWER (#91540) - 3800 SW 92 AVENUE (R2020-162: EXTENSION)								
CARRIERS								
METRO PCS	Cancelled as of 11/2022							
T-MOBILE	$ -	$ -	$ 61,902.99	CARRIER FROM ORIGINAL LEASE	$ 63,760.08	$ 65,672.88	$ 67,643.07	$ 69,672.36
VERIZON	$ 4,002.04	$ 2,041.04	$ 24,492.48		$ 24,982.33	$ 25,481.98	$ 25,991.62	$ 26,511.45
SPRINT	$ 7,614.55	$ 3,883.42	$ 46,601.05		$ 47,533.07	$ 48,483.73	$ 49,453.40	$ 50,442.47
AT&T					$ 15,000.00	$ 15,300.00	$ 15,606.00	$ 15,918.12
NEW CINGULAR	$ 1,525.00	$ 250.00	$ 3,000.00		$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00
TOTALS	$ 13,141.59	$ 6,174.46	$ 135,996.52		$ 151,275.48	$ 154,938.59	$ 158,694.09	$ 162,544.40
FIRE STATION 68 (#91542) - 3600 FLAMINGO ROAD (R2020-163: EXTENSION)								
CARRIERS								
VERIZON	$ 4,462.72	$ 2,275.99	$ 27,858.08		$ 28,415.24	$ 28,983.55	$ 29,563.22	$ 30,154.49
T-MOBILE	$ -	$ -	$ 61,902.99	CARRIER FROM ORIGINAL LEASE	$ 63,760.08	$ 65,672.88	$ 67,643.07	$ 69,672.36
METRO PCS	Cancelled as of 5/2021 or 6/2021							
CLEARWIRE	Cancelled as of 3/2021							
TOTALS	$ 4,462.72	$ 2,275.99	$ 89,761.07		$ 92,175.32	$ 94,656.43	$ 97,206.29	$ 99,826.85
DAVIE PUBLIC WORKS (#91535) - 6911 ORANGE DRIVE (R2020-161: EXTENSION)								
CARRIERS								
SPRINT SPECTRUM LLC	$ 6,955.13	$ 3,547.12	$ 43,416.70		$ 44,285.04	$ 45,170.74	$ 46,074.15	$ 46,995.64
T-MOBILE	$ -	$ -	$ 61,902.99	CARRIER FROM ORIGINAL LEASE	$ 63,760.08	$ 65,672.88	$ 67,643.07	$ 69,672.36
VERIZON	$ 8,658.54	$ 4,415.86	$ 54,050.07		$ 55,131.07	$ 56,233.69	$ 57,358.37	$ 58,505.53
METROPCS	$ 5,715.88	$ 2,915.10	$ 35,680.81		$ 36,394.43	$ 37,122.31	$ 37,864.76	$ 38,622.06
DISH WIRELESS LLC	$ 1,293.75	$ 659.81	$ 8,076.11		$ 8,237.63	$ 8,402.38	$ 8,570.43	$ 8,741.84
CLEARWIRE	Cancelled as of 12/2022							
TOTALS	**$ 22,623.30**	**$ 11,537.88**	**$ 203,126.68**		**$ 207,189.21**	**$ 211,333.00**	**$ 215,559.66**	**$ 219,870.85**
DAVIE POLICE DEPARTMENT - 1230 S NOB HILL RD (R22-37: EXTENSION)								
BELLSOUTH	$ -	$ -	$ 56,650.00	CARRIER FROM ORIGINAL LEASE	$ 58,349.50	$ 60,099.99	$ 61,902.98	$ 63,760.07
EYETOWER	$ 3,683.33	$ 1,878.50	$ 22,542.00		$ 22,992.84	$ 23,452.70	$ 23,921.75	$ 24,400.19
TOTALS	$ 3,683.33	$ 1,878.50	$ 79,192.00		$ 81,342.34	$ 83,552.68	$ 85,824.74	$ 88,160.26
TOTAL YEARLY RENT	**$ 508,076.27**							
TOTAL MONTHLY RENT	**$ 21,866.83**	**excludes annual fee payments on each tower**			$ 531,982.36	$ 544,480.70	$ 557,284.77	$ 570,402.36
Five Year Forecast	**$ 482,672.46**				**$ 505,383.24**	**$ 517,256.67**	**$ 529,420.53**	**$ 541,882.24**

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Resolution 23-30 (Finance/IT Technology)**

DATE: December 12, 2023

DESCRIPTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, ADOPTING CYBERSECURITY STANDARDS IN COMPLIANCE WITH SECTION 282.3185(4)(A), F.S.; DELEGATING ALL CYBERSECURITY AUTHORITY TO THE CITY MANAGER, AND AUTHORIZING THE CITY MANAGER TO RESPOND TO CYBER THREATS AND TAKE APPROPRIATE ACTION AS NEEDED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:
The City Manager recommends approval of the adoption of cybersecurity standards, delegating all cybersecurity authority to the City Manager, and authorizing the City Manager to respond to cyber threats and take appropriate action as needed.

BACKGROUND OF ITEM:
The City's IT Department is responsible for the City's networking infrastructure and cyber-related threats. Section 282.3185(4)(a), Florida Statutes, requires that each local government adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity.

Section 119.0725(2), Florida Statutes, provides that the City's cybersecurity strategy and defense posture are exempt from public record. Therefore, we do not have to specify which framework the City adopts.

The City Manager is directed to create and adopt all administrative policies related to cybersecurity and maintain adequate measures to ensure the City’s technology infrastructure is safeguarded. It is essential not to give potential hackers any information regarding our cybersecurity-related posture as it may provide them with the necessary information to attack and infiltrate our network infrastructure and related systems.

FISCAL IMPACT:
TBD – This is the initial framework adoption/attestation of cyber security standards.

ATTACHMENTS:
1. Resolution 23-30 – Cyber Security Framework

2. Chapter 282 Section 3185 – 2023 F.S. – The Florida Senate

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	12/01/23 04:31 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	12/05/23 02:27 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	12/05/23 02:28 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	12/08/23 11:12 AM
Allen, Tedra	END WORKFLOW - APPROVED		12/08/23 11:22 AM

RESOLUTION 2023-30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, ADOPTING CYBERSECURITY STANDARDS IN COMPLIANCE WITH SECTION 282.3185(4)(A), F.S.; DELEGATING ALL CYBERSECURITY AUTHORITY TO THE CITY MANAGER, AND AUTHORIZING THE CITY MANAGER TO RESPOND TO CYBER THREATS AND TAKE APPROPRIATE ACTION AS NEEDED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's IT Division is responsible for the City's networking infrastructure and the response to cyber-related threats; and

WHEREAS, Section 282.3185(4)(a), Florida Statutes, requires that each local government adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity; and

WHEREAS, Section 119.0725(2), provides that the City's cybersecurity strategy and defense posture are exempt from public record; and

WHEREAS, the City Manager is directed to create and adopt all administrative policies related to cybersecurity and maintain adequate measures ensuring that the City's technology infrastructure is safeguarded; and

WHEREAS, the City Commission of the City of Cooper City finds this resolution to be 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. That the above "Whereas" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission delegates all cybersecurity authority and maintenance of policies to the City Manager.

Section 3. **Conflicts.** All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 4. **Severability.** If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 5. **Effective Date.** This Resolution shall become effective upon its passage and adoption by the City Commission.

PASSED AND ADOPTED THIS ____DAY OF _____, A.D., 2023.

_____
GREG ROSS
Mayor

ATTEST:

_____
TEDRA ALLEN, 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

The Florida Senate

2023 Florida Statutes

Title XIX	Chapter 282	**SECTION 3185**
PUBLIC BUSINESS	COMMUNICATIONS AND DATA PROCESSING Entire Chapter	**Local government cybersecurity.**

282.3185 Local government cybersecurity.—

(1) SHORT TITLE.—This section may be cited as the "Local Government Cybersecurity Act."

(2) DEFINITION.—As used in this section, the term "local government" means any county or municipality.

(3) CYBERSECURITY TRAINING.—

(a) The Florida Digital Service shall:

1. Develop a basic cybersecurity training curriculum for local government employees. All local government employees with access to the local government's network must complete the basic cybersecurity training within 30 days after commencing employment and annually thereafter.

2. Develop an advanced cybersecurity training curriculum for local governments which is consistent with the cybersecurity training required under s. 282.318(3)(g). All local government technology professionals and employees with access to highly sensitive information must complete the advanced cybersecurity training within 30 days after commencing employment and annually thereafter.

(b) The Florida Digital Service may provide the cybersecurity training required by this subsection in collaboration with the Cybercrime Office of the Department of Law Enforcement, a private sector entity, or an institution of the State University System.

(4) CYBERSECURITY STANDARDS.—

(a) Each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework.

(b) Each county with a population of 75,000 or more must adopt the cybersecurity standards required by this subsection by January 1, 2024. Each county with a population of less than 75,000 must adopt the cybersecurity standards required by this subsection by January 1, 2025.

(c) Each municipality with a population of 25,000 or more must adopt the cybersecurity standards required by this subsection by January 1, 2024. Each municipality with a population of less than 25,000 must adopt the cybersecurity standards required by this subsection by January 1, 2025.

(d) Each local government shall notify the Florida Digital Service of its compliance with this subsection as soon as possible.

(5) INCIDENT NOTIFICATION.—

(a) A local government shall provide notification of a cybersecurity incident or ransomware incident to the Cybersecurity Operations Center, Cybercrime Office of the Department of Law Enforcement, and sheriff who has jurisdiction over the local government in accordance with paragraph (b). The notification must include, at a minimum, the following information:

1. A summary of the facts surrounding the cybersecurity incident or ransomware incident.

2. The date on which the local government most recently backed up its data; the physical location of the backup, if the backup was affected; and if the backup was created using cloud computing.

3. The types of data compromised by the cybersecurity incident or ransomware incident.

4. The estimated fiscal impact of the cybersecurity incident or ransomware incident.

5. In the case of a ransomware incident, the details of the ransom demanded.

6. A statement requesting or declining assistance from the Cybersecurity Operations Cente of the Department of Law Enforcement, or the sheriff who has jurisdiction over the local government.

(b)1. A local government shall report all ransomware incidents and any cybersecurity incident determined by the local government to be of severity level 3, 4, or 5 as provided in s. 282.318(3)(c) to the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, and the sheriff who has jurisdiction over the local government as soon as possible but no later than 48 hours after discovery of the cybersecurity incident and no later than 12 hours after discovery of the ransomware incident. The report must contain the information required in paragraph (a).

2. The Cybersecurity Operations Center shall notify the President of the Senate and the Speaker of the House of Representatives of any severity level 3, 4, or 5 incident as soon as possible but no later than 12 hours after receiving a local government's incident report. The notification must include a high-level description of the incident and the likely effects.

(c) A local government may report a cybersecurity incident determined by the local government to be of severity level 1 or 2 as provided in s. 282.318(3)(c) to the Cybersecurity Operations Center, the Cybercrime Office of the Department of Law Enforcement, and the sheriff who has jurisdiction over the local government. The report shall contain the information required in paragraph (a).

(d) The Cybersecurity Operations Center shall provide a consolidated incident report on a quarterly basis to the President of the Senate, the Speaker of the House of Representatives, and the Florida Cybersecurity Advisory Council. The report provided to the Florida Cybersecurity Advisory Council may not contain the name of any local government, network information, or system identifying information but must contain sufficient relevant information to allow the Florida Cybersecurity Advisory Council to fulfill its responsibilities as required in s. 282.319(9).

(6) AFTER-ACTION REPORT.—A local government must submit to the Florida Digital Service, within 1 week after the remediation of a cybersecurity incident or ransomware incident, an after-action report that summarizes the incident, the incident's resolution, and any insights gained as a result of the incident. By December 1, 2022, the Florida Digital Service shall establish guidelines and processes for submitting an after-action report.

History.—s. 3, ch. 2022-220.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Resolution 23-31 - (Parks and Recreation)**

DATE: December 12, 2023

DESCRIPTION: A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE YEAR 49 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT FOR THE SENIOR TRANSPORTATION SERVICES, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; 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 the approval of Resolution 23-31, approving the agreement between Broward County and the City of Cooper City to fund the 49th year Community Development Block Grant (CBDG) for the Senior Transportation Program.

BACKGROUND OF ITEM:
Broward County is a recipient of Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD). Broward County administers these funds and allocates a portion to be used by the City of Cooper City for the Senior Transportation Program. This program is facilitated through the Parks Recreation Department.

ANALYSIS:
The Community Development Block Grant is in the 49th year of approved funding. The funding for this year occurs from October 1, 2023 – September 30, 2024. The Commission approved the application for submission of the 49th funding year on April 11, 2023.

STRATEGIC PLAN:
The Senior Transportation Program contributes by providing a Strong Sense of Place, which is identified in the third priority. The Senior Transportation Program benefits the senior community for shopping trips, program use, special events, doctors' appointments, etc. This continues to promote and support the social interaction and well-being of Cooper City residents.

FISCAL IMPACT:
Cooper City Senior Transportation Program was awarded $15,000. The Parks and Recreation Department budgets for a $15,000 in-kind match for the Senior Transportation Program operation.

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
001-710-536610-572 – Program Expense – Senior Transportation	$15,000		$15,000
001-000-331204-331 – Federal Grant - CDBG		$15,000	

ALTERNATIVES:
The alternative would be not to accept the agreement, resulting in not receiving the awarded grant amount of $15,000.

ATTACHMENTS:
1. Resolution 23-31
2. 49th Year Funding Award Letter
3. Broward County Agreement for funding of the 49th year of the Community Development Block Grant Program for Senior Transportation

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Budget	12/04/23 02:43 PM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to ...	12/06/23 01:00 PM
	On the fiscal impact section of the Staff Report, the Program Code for the Federal Grant should be 331 instead of 334. So... 001-000-331204-331		
Allen, Tedra	Assigned to City Clerk	Route to Attorney	12/06/23 01:25 PM
	The Program Code for the Federal Grant has been corrected		
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	12/06/23 04:46 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	12/06/23 04:46 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	12/08/23 11:13 AM
Allen, Tedra	END WORKFLOW - APPROVED		12/08/23 11:25 AM

RESOLUTION NO. 23-31

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE YEAR 49 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT FOR THE SENIOR TRANSPORTATION SERVICES, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; 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, staff has recommended the execution of the City's Year 49 Community Development Block Grant agreement between Cooper City and Broward County for the senior transportation services; and

WHEREAS, the City Commission is desirous of adopting said recommendation and finds it to be in the best interest 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 City's Year 49 Community Development Block Grant agreement between Cooper City and Broward County for the Senior Transportation services, 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.

PASSED AND ADOPTED THIS ____DAY OF MARCH, A.D., 2023.

_____
GREG ROSS
Mayor

ATTEST:

_____
TEDRA ALLEN, CMC
City Clerk

ROLL CALL

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

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorne

Housing Finance Division
110 Northeast 3rd Street, Suite 300 • Fort Lauderdale, Florida 33301 • 954-357-4900 • FAX 954-357-8221

July 28, 2023

Mr. Joseph Napoli, City Manager
City of Cooper City
9090 SW 50th Place
Cooper City, Florida 33328

Subject: CDBG Funding Award
FY 2023-2024 (49th Year) October 1, 2023 – September 30, 2024

Project: Senior Transportation Services Program
Total Allocation: $15,000

Dear Mr. Napoli:

The Broward County Housing Finance Division (HFD) has finalized the FY 2023-2024 U.S. Department of Housing and Urban Development (HUD) Annual Action Plan (AAP) in preparation for the 49th Year Community Development Block Grant (CDBG) Program.

Please keep in mind that the activities/projects submitted during the application cycle have been included as part of the County's FY 23-24 Annual Action Plan and are final.

Your organization's award is $15,000 to fund the Senior Transportation Services Program. To expedite processing of your agreement, please review and make any modifications to the attached Exhibits A, B, C and D and return to Susie Barzey, Compliance Officer. The Exhibits must be emailed on or before **Friday, August 11, 2023.** We will not accommodate any additional changes to these exhibits after **August 11, 2023.**

We have attached your 48th Year (FY 2022-2023) final approved exhibits that were part of the Executed Agreement. Please review the attached Exhibits A-D listed below for the 49th Year project information.

July 28, 2023
Mr. Joseph Napoli, City Manager
City of Cooper City

Exhibit A: Project Description
Exhibit B: Budget Table/Costs and Budget Narrative
Exhibit C: Project Schedule/Timeline
Exhibit D: Monthly Progress Report

If you have any questions regarding the preparation of the exhibits, please feel free to contact Ms. Barzey at 954-357-4901 or email cbarzey@broward.org.

Sincerely,

Ralph Stone, Director
Housing Finance Division (HFD)

cc: Stacie Weiss, Recreation Director, City of Cooper City
Suzanne R. Fejes, Assistant Director, HFD
Angela M. Chin, PMP, AICP, Program & Redevelopment Manager, HFD

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF COOPER CITY FOR FUNDING AND ADMINISTRATION OF 49TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR SENIOR TRANSPORTATION SERVICES (CFDA # 14.218 / FAIN # B-23-UC-12-0001)

This Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and City of Cooper City, a municipal corporation of the State of Florida ("City") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. County is a recipient of Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD").

B. On November 14, 2023 (Agenda Item No. 42), the Broward County Board of County Commissioners authorized CDBG funding to City in the amount of $15,000 to fund the Senior Transportation Services Program in City, under the terms more specifically described herein.

C. Pursuant to 24 C.F.R. Part 570.302, the Project (as defined herein) was included in County's consolidated plan for community planning and development programs submitted to HUD in accordance with 24 C.F.R. Part 91.

D. The federal award information required by 2 C.F.R. Part 200.332(a) is set forth in Exhibit A to this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2 **Board** means the Board of County Commissioners of Broward County, Florida.

1.3 **CDBG Funds** means the CDBG Program (as defined herein) funds provided to City under this Agreement, as set forth in Exhibit B to this Agreement.

1.4 **CDBG Program** means the Community Development Block Grant Program awarded by HUD to County, authorized pursuant to Title I of the Housing and

Community Development Act of 1974, Public Law 93-383, amended, and codified at 42 U.S.C. 5301 et seq.

1.5 **Code** means the Broward County Code of Ordinances.

1.6 **Contract Administrator** means the Director of the Housing Finance Division, or such other person designated by same in writing.

1.7 **County Administrator** means the administrative head of County appointed by the Board.

1.8 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.9 **HUD** means the United States Department of Housing and Urban Development.

1.10 **Project** means the project provided and implemented by City, as described in Exhibit A to this Agreement.

1.11 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 570, "Community Development Block Grant Regulations," 24 C.F.R. Part 91, "Consolidated Submissions for Community Planning and Development Programs," the applicable provisions under 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the CDBG Program, as amended from time to time, and which are incorporated herein by reference.

1.12 **Subcontractor** means an entity or individual, regardless of tier and including subconsultants, providing services to City for all or any portion of the Project.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A **Project Description**
Exhibit B **Budget**
Exhibit C **Project Timeline**
Exhibit D **Monthly Progress Report**
Exhibit E **Request for Payment**

ARTICLE 3. PROJECT

3.1 City shall provide and implement a Senior Transportation Services program in City as outlined in Exhibit A attached hereto.

3.2 All activities funded with CDBG Funds must meet one of the CDBG Program's national objectives, as set forth in 24 C.F.R. Part 570.208: (1) Activities benefiting low- and moderate-income persons; (2) Activities which aid in the prevention or elimination of slums or blight; or (3) Activities designed to meet community development needs having a particular urgency. City certifies that the Project meets the criteria for 24 C.F.R. Part 570.208(a)(2), Limited Clientele Activities, and covenants that the Project will at all times (i) meet one of the CDBG Program's national objectives under 24 C.F.R. Part 570.208 and (ii) be an eligible activity under 24 C.F.R. Parts 570.201 through 207.

3.3 City must comply with the Project Timeline set forth in Exhibit C. If City fails to meet any of the deadlines set forth in Exhibit C by forty-five (45) days or more, County may terminate this Agreement in accordance with Article 11 of this Agreement and/or may reallocate the remaining unexpended CDBG Funds under this Agreement in accordance with Section 4.10 of this Agreement. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.4 Monitoring and Reporting. County will carry out periodic monitoring and evaluation activities as determined necessary in County's discretion, and as required by Applicable Law. County has the right to conduct a full review of the Project at any time. County's evaluation of the Project will include, but not be limited to, compliance with the terms of this Agreement, and comparisons of planned versus actual progress relating to the Project's scheduling, budget, in-kind contributions, and output measures.

3.4.1 Upon County's request, City shall promptly furnish to County such records and information requested by County related to the Project.

3.4.2 City shall meet with County at reasonable times and with reasonable notice to discuss the Project.

3.4.3 City shall provide County with monthly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to City by County, in County's discretion ("Monthly Progress Reports"). The Monthly Progress Reports for each month must be submitted to County no later than the tenth (10th) calendar day of the following month, provided that, if such date is a Saturday, Sunday, or holiday, the Monthly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday.

3.4.4 In addition to the Monthly Progress Reports, City shall submit on a quarterly basis, and at other times upon the request of the Contract Administrator, information and status reports required by County or HUD on forms approved by the Contract Administrator.

3.5 If the work, services, or activities fail to comply with the terms of this Agreement, or if, in County's judgment, City, or any Subcontractor, has violated federal guidelines and regulations, or the terms of this Agreement, County may issue a written stop order to City pursuant to which City must halt all work, services, or activities for the Project.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

4.1 The maximum amount payable to City under this Agreement shall be Fifteen Thousand Dollars ($15,000). This Agreement is subject to the availability of CDBG Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement.

4.2 If City is in compliance with the applicable Rules and Regulations of HUD and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse City for eligible Project expenses expended as set forth in Exhibit B, unless a suspension of payment as provided for in Section 4.9 of this Agreement has occurred. At no time shall County distribute CDBG Funds to City if City is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by City that are not eligible for reimbursement under the Rules and Regulations of HUD.

4.3 City shall invoice County monthly, if eligible Project expenditures, in accordance with Exhibit B, have been made, by furnishing to County a request for payment in the form provided in Exhibit E and any such pertinent documentation requested by County, together with the following supporting documentation:

4.3.1 Documentation of costs associated with any City personnel providing any services for the Project, if applicable;

4.3.2 An executed copy of each Subcontractor contract authorizing work, services, or activities to be performed for the Project, if applicable and not previously submitted to County;

4.3.3 Documentation of any leveraging, as may be described in Exhibit B, that has occurred during each month;

4.3.4 A certified copy of the purchase order or other City document authorizing the work, services, activities, or materials for which City is invoicing;

4.3.5 A copy of all Subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, certified by City's engineer, architect, or administrator or manager of the Project, as applicable;

4.3.6 A certification from City's administrator or the administrator's authorized representative certifying that the work, services, or activities, or materials being invoiced have been received or completed; and

4.3.7 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and complete Monthly Progress Report, utilizing the form provided in Exhibit D or such other form as may be provided to City by County, in County's discretion.

4.4 Following receipt of invoices and supporting documentation, as described in Section 4.3, County shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. County may, in its discretion, deny a reimbursement payment to City if City fails to provide any of the documentation required by Section 4.3 above. Upon determination by County that the items invoiced have been received or completed, County shall make payment to City the amount County determines to be payable. Payment for travel costs or travel-related expenses permitted under Exhibit B to this Agreement, if any, shall be made in accordance with Section 112.061, Florida Statutes.

4.5 City shall disclose to County any and all third-party funding, whether public or private, for the Project. No CDBG Funds shall be used to supplant existing third-party funding.

4.6 City shall not be entitled to reimbursement for any invoices received by County later than sixty (60) days after the expiration or earlier termination of this Agreement.

4.7 County shall pay City within thirty (30) calendar days after receipt of City's Request for Payment for reimbursement of eligible Project expenses in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must comply with all applicable requirements, whether set forth in this Agreement or the Code. Payment may be withheld for failure of City to comply with a term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.

4.8 City shall expend the CDBG Funds allocated to the Project by the end of the term of this Agreement. All CDBG Funds not expended within the term of this Agreement shall remain in the custody and control of County.

4.9 County may suspend payment under this Agreement for any of the following events:

4.9.1 Ineligible use of CDBG Funds under this Agreement or the Rules and Regulations of HUD;

4.9.2 Failure to comply with the terms of this Agreement;

4.9.3 Failure to submit reports as required, including Monthly Progress Reports, beneficiary data, and a favorable audit report;

4.9.4 Submission of incorrect or incomplete reports in any material respect; and

4.9.5 Failure to comply with the indemnification obligations under this Agreement.

In the event County elects to suspend payment to City pursuant to this section, County shall specify the actions that must be taken by City as a condition precedent to resumption of payments, and specify a reasonable date by which City must take such actions.

4.10 At the sole discretion of the Contract Administrator, unexpended CDBG Funds not provided to or reimbursed to City under the terms of this Agreement, including, but not limited to funds unexpended due to a failure to meet the deadlines in accordance with Section 3.3 or failure to comply with any other terms of this Agreement, may be reallocated by County to other CDBG Program projects approved for funding by the Board.

4.11 Any CDBG Funds paid to City in excess of the amount to which City is finally determined to be entitled to under this Agreement shall be repaid to County within a reasonable period after demand, and if not paid, County may make an administrative offset against other requests by City for reimbursements.

4.12 City shall invoice all Subcontractor fees, whether paid on a “lump sum” or other basis, with no markup. All Subcontractor fees shall be billed in the actual amount paid by City.

4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse City any CDBG Funds under this Agreement if County is not able to obtain such funding from HUD for the payment of these costs, and County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract

Administrator, or (ii) City's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

4.14 Notwithstanding any provision in this Agreement to the contrary, in the event County is required to repay HUD any CDBG Program funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 C.F.R. Part 570, or any other applicable Rules and Regulations of HUD, City must repay County such CDBG Funds in accordance with the repayment provisions set forth in Section 9.5 of this Agreement.

ARTICLE 5. INDEMNIFICATION

5.1 City shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by City, or any intentional, reckless, or negligent act or omission of City, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due City under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by any breach of this Agreement by City, or any negligence, recklessness, or intentional wrongful misconduct of City and persons employed or utilized by City in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due City under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved,

and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the term of this Agreement.

ARTICLE 6. INSURANCE

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

6.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that "Broward County" is listed and endorsed as an additional insured under such excess liability policy and provide evidence of same to County.

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

6.4 In the event City contracts with a Subcontractor to provide any of the services for the Project, City shall require that each Subcontractor maintain insurance coverage that adequately covers each Subcontractor's exposure based on the services provided by that Subcontractor. City shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured and certificate holder under the Subcontractor's applicable insurance policies. City shall not permit any Subcontractor to provide services for the Project unless and until all applicable requirements of this article are satisfied. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

6.5 County reserves the right, but not the responsibility, at any time to review any and all insurance policies and to adjust the limits and types of coverage required under this article.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 In accordance with 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87, City certifies, to the best of its knowledge, that:

7.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

7.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, City shall complete and submit to County Standard Form-LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

7.1.3 City shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144), Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, and Section 104(L) of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. §5304), City represents and warranties that it has adopted and is enforcing policies within its jurisdiction that:

7.2.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Verification of Employment Eligibility. City represents that City and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If City violates this section, County may immediately terminate this Agreement for cause and City shall be liable for all costs incurred by County due to the termination.

7.4 Prohibited Telecommunications Equipment. City represents and certifies that it and its Subcontractors do not use 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, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. City represents and certifies that City and its Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

7.5 Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party, or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

7.6 Breach of Representations. In entering into this Agreement, City acknowledges that County is materially relying on the representations and warranties of City stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to City, to deduct from CDBG Funds due to City under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all CDBG Funds paid to City under this Agreement.

ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS

8.1 City shall comply with all applicable federal, state, and county laws, ordinances, codes, and regulations relating to the use of CDBG Funds, including but not limited to the general policies set forth in 24 C.F.R. Part 570.200 and all other Rules and Regulations of HUD. Any conflict or inconsistency between any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

8.2 City shall comply with 24 C.F.R. 570.611 regarding conflicts of interest and shall establish safeguards to prohibit its employees or Subcontractors from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

8.3 City shall use its own procurement procedures for the procurements of property and services. City's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to 24 C.F.R. Parts 570.502 and 570.610, and the procurement standards set forth in 2 C.F.R. Part 200, Subpart D,

including but not limited to 2 C.F.R. Part 200.321. All contracts with Subcontractors for the Project shall contain any and all applicable required contract provisions set forth in 2 C.F.R. Appendix II to Part 200.

8.4 City shall comply with the requirements set forth in County's "Procedures Manual for Subrecipients," as may be amended from time to time, and incorporated herein by reference. County will provide City with a copy of the manual and any amendments thereto.

8.5 City shall not use CDBG Funds to support or engage in any explicitly religious activities, including but not limited to worship, religious instruction, or proselytization, in compliance with 24 C.F.R. Part 570.200(j) and 24 C.F.R. Part 5.109.

8.6 City shall not use CDBG Funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration, in compliance with 24 C.F.R. Part 570.207.

8.7 City shall not take actions designed to discourage affordable housing for sale or rent within the boundaries of County.

8.8 City shall comply with the requirements set forth in 24 C.F.R. Part 570, Subpart K, Other Program Requirements, and 24 C.F.R. Part 5, Subpart A, as applicable to the Project including but not limited to the following:

8.8.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 C.F.R. Part 1, which prohibit discrimination of persons on the basis of race, color, or national origin, including but not limited to exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which City receives federal financial assistance.

8.8.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 C.F.R. Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, disability, familial status, or national origin in housing practices, and which require that no action be taken that is materially inconsistent with the obligation to affirmatively further fair housing.

8.8.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.

8.8.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program or activity for which City receives federal financial assistance.

8.8.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which City receives financial federal assistance.

8.8.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), which requires certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.

8.8.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability in services, programs, and activities provided by state and local government entities.

8.8.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 75, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.

8.8.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).

8.8.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.

8.8.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.

8.8.12 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.

Notwithstanding the above, in compliance with 24 C.F.R. Part 570.503(b)(5), City does not assume County's environmental responsibilities described in 24 C.F.R. Part 570.604, nor County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52.

8.9 City shall comply with the recordkeeping and reporting requirements under this Agreement, 24 C.F.R. Part 570 (including 24 C.F.R. Part 570.502, 24 C.F.R. Part 570.506, and 24 C.F.R. Part 570.507), 2 C.F.R. Part 200, and 24 C.F.R. Part 5.168, as applicable, to enable County to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 570.

8.10 In addition to the reversion of assets requirements set forth in Section 9.7, property, equipment, and supplies acquired with CDBG Funds provided under this Agreement, and no longer needed for the originally authorized purpose, shall be disposed of in the manner authorized by the Contract Administrator after City has requested disposition instructions.

8.11 City shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 32) if CDBG Funds expended under this Agreement exceed One Hundred Thousand Dollars ($100,000).

8.12 City shall comply with the mandatory standards and policies relating to energy efficiency set forth in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975 (Public Law 94-163, 89 Statute 871).

8.13 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, City shall provide County, HUD, and the Comptroller General of the United States, through any of their duly authorized representatives, access to any books, documents, papers, and records of City, or Subcontractors, which are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcriptions. The rights of access granted under this section shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

8.14 If applicable, City shall comply, and ensure that all Subcontractors comply, with the Section 3 requirements set forth in 24 C.F.R. Part 75, including the requirements of 24 C.F.R. Part 75.19, and shall include language applying such Section 3 requirements in any contracts or agreements for the Project.

8.15 City shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the United States Department of Labor regulations at 29 C.F.R. Part 3.

8.16 In addition to the equal employment opportunity requirements set forth in Section 12.2, City shall comply with, as applicable, Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

8.17 If there is any construction, alteration or repair work over Two Thousand Dollars ($2,000) financed in whole, or in part, with CDBG Funds under this Agreement, City shall, if applicable, comply with the Davis-Bacon Act (40 U.S.C. 276a-276a-7), as supplemented by the United States Department of Labor regulations (24 CFR Part 5), which requires all laborers and mechanics working on the Project be paid not less than prevailing wage rates as determined by the Secretary of Labor. County shall determine the applicability of the Davis-Bacon Act to the Project under this Agreement.

ARTICLE 9 - FINANCIAL RESPONSIBILITY

9.1 City shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 570.502. In accordance with 2 C.F.R. Part 200.101(b)(2), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, if any of the provisions of federal statutes or regulations relating specifically to the CDBG Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the CDBG Program shall govern.

9.2 City shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of City. All CDBG Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

9.3 City shall use CDBG Funds only for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.

9.4 City shall budget and expend all CDBG Funds provided by County under this Agreement in accordance with County's "Procedures Manual for Subrecipients."

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, City shall be required to repay to County, in County's sole discretion, any CDBG Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:

9.5.1 Use of any CDBG Funds for ineligible Project expenses or activities, including any overpayments by County.

9.5.2 Any CDBG Funds expended by City, or any of its Subcontractors, in violation of this Agreement.

9.5.3 Failure to complete the Project in a manner that complies with the national objectives described in this Agreement.

9.5.4 Any CDBG Funds expended under this Agreement and required to be repaid to HUD.

If City is required to repay County any CDBG Funds pursuant to this section, City shall repay such funds from nonfederal resources within thirty (30) days after the notice provided by County, and if not paid, County may, in its sole discretion, elect to withhold payment on any subsequent request for payment by City, or reduce City's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds City repays to County pursuant to the terms of this Agreement to other eligible CDBG Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

9.6 City shall account for "Program Income," as defined in 24 C.F.R. Part 570.500(a), in accordance with the provisions under 24 C.F.R. Part 570.504. Any Program Income received by City after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year CDBG Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 570.503(b) and 24 C.F.R. Part 570.504, relating to Program Income under the CDBG Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to City's CDBG funding award in County's next CDBG Program funding cycle, subject to the retention of a twenty percent (20%) administrative fee payable to County.

9.7 Real Property; Reversion of Assets. City shall comply with the requirements under 24 C.F.R. Parts 570.503 and 570.505, as applicable, including but not limited to the following:

9.7.1 Upon the expiration or earlier termination of this Agreement, City shall transfer to County any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds under this Agreement.

9.7.2 Real property under City's control that was acquired or improved, in whole or in part, with CDBG Funds in excess of Twenty-five Thousand Dollars ($25,000) shall be used to meet one of the CDBG Program national objectives set forth in 24 C.F.R. Part 570.208 during the term of this Agreement and for a period ending five (5) years after the expiration or earlier termination of this Agreement, or for such longer period of time as determined to be appropriate by County. If City fails to use CDBG Program-assisted real property in a manner that meets a CDBG national objective for the prescribed period of time, City shall pay County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non CDBG Program funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to County.

9.8 Disposition of Equipment. City shall comply with requirements for use and disposition of equipment acquired in whole, or in part, with CDBG Funds under this Agreement in accordance with 2 C.F.R. Part 200.313; except that, pursuant to 24 C.F.R. Part 570.502(a)(8), if equipment is sold, the proceeds shall be Program Income.

ARTICLE 10. TERM OF AGREEMENT

The term of this Agreement shall commence retroactively on October 1, 2023 ("Effective Date") and shall end on September 30, 2024, unless terminated earlier or extended pursuant to the terms of this Agreement. City may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. If the Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

ARTICLE 11. TERMINATION

11.1 This Agreement is subject to the availability of CDBG Program funding from HUD. If HUD terminates, suspends, discontinues, or substantially reduces the CDBG Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

11.2 Termination for Cause.

11.2.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party

identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following: (i) City's failure to meet any of the project deadlines set forth in Exhibit C, within forty-five (45) days after the applicable deadline; (ii) City's repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; (iii) City's failure to comply with Applicable Law, including the Rules and Regulations of HUD; (iv) City's failure to repay County as provided for in Section 9.5; (v) City's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.4; (vi) City's material breach of the representations and warranties set forth in Article 7; (vii) City's contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 C.F.R. Part 2424; (viii) if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes or is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 In the event this Agreement is terminated by County for cause, City shall repay to County any CDBG Funds determined by County to be due in accordance with Section 9.5. County may, in its sole discretion, reduce City's obligation to repay County by making an administrative offset against any requests by City for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to section 11.3 effective thirty (30) days after such notice was provided.

11.3 Termination for Convenience. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to City. City acknowledges that it has received good, valuable and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to City of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 If this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse City upon receipt of a Request for Payment, utilizing the form provided in Exhibit E, for documented and committed eligible Project expenses, in accordance with the terms of this Agreement and Exhibit B, incurred by City prior to the date either party provides written notice of termination to the other party. For purposes of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by City or Subcontractor on City's behalf, for Project activities under this Agreement. Notwithstanding the above, City shall not expend, or commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to reimburse City for any or all of the CDBG Funds requested by City where County has determined that City failed to complete the Project in a manner complying with this Agreement or the Rules and Regulations of HUD.

11.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.6 If this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all Documents and Work are provided to County pursuant to Section 12.1.

11.7. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity, including recovery of costs incurred by County due to City's failure to comply with any term(s) of this Agreement.

ARTICLE 12 - MISCELLANEOUS

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, documents, materials, data or other work created by City in connection with this performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and City hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights in or to the Documents and Work. if a copyright is claimed, City grants to County and the Federal Government a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so. use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County , including, any patent rights with respect to any discovery or

invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to City may be withheld until all Documents and Work are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

12.2 Equal Employment Opportunity. City and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.3 Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and all Subcontractors that are related to this Agreement. City and its Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts 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, City and all Subcontractors shall make same available in written form at no cost to County. City shall provide County with reasonable access to City's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

City and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least four (4) years after expiration or termination of this Agreement, or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. City must comply with the records retention requirements set forth in 24 C.F.R. Part 570.502(a)(7)(i). Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of

business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, City shall make adjustments for the overcharges and pay liquidated damages pursuant to Section 4.13. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with all Subcontractors.

12.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. City is an independent contractor of County and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.7 Third Party Beneficiaries. Neither City nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.8 Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for City. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:
Broward County Housing Finance Division
Attn: Ralph Stone, Director
110 N.E. 3rd Street, Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

FOR CITY:
City of Cooper City
Ryan Eggleston, City Manager
9070 S.W. 51st Street
Cooper City, Florida 33328
Email address: reggleston@coopercity.gov

12.9 Assignment. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. .

12.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

12.11 Compliance with Laws. City and the Project must comply with all Applicable Law, including, without limitation, the Rules and Regulations of HUD and any related federal, state, or local laws, rules, and regulations, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

12.12 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.13 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

12.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

12.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the CDBG Funds, or the Project, the more stringent state or federal provision shall prevail.

12.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.17 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement, or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 570. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City’s expenditures of CDBG Funds, provided such changes do not result in an increase in the total amount of the CDBG Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

12.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

12.19 Payable Interest.

12.19.1 Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for any interest to City for any reason, whether as prejudgment interest or for any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

12.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.22 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention,

provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.23 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

12.24 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12.25 Use of County Name or Logo. City shall not use County's name or logo in any marketing or publicity materials without prior written consent from the Contract Administrator.

12.26 Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, City certifies that it has and will maintain a drug-free workplace program throughout the Term.

12.27 Entities of Foreign Concern. The provisions of this section apply only if City or any Subcontractor will have access to an individual's personal identifying information under this Agreement. City represents and certifies: (i) City is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in City; and (iii) City is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the Effective Date, City and any Subcontractor that will have access to personal identifying information shall submit to County executed affidavit(s) under penalty of perjury, in a form approved by County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 4.3. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, signing by and through its County Administrator, authorized to execute same by Board action on the 14th day of November 2023 (Agenda Item No. 42), and City of Cooper City, signing by and through its Mayor or Vice Mayor, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
Monica Cepero

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____
Karina D. Rodrigues (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

KDR/sr
49th Yr CDBG – City of Cooper City Senior Transportation
11/29/2023

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF COOPER CITY FOR FUNDING AND ADMINISTRATION OF 49TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR SENIOR TRANSPORTATION SERVICES PROGRAM (CFDA # 14.218 / FAIN # B-23-UC-12-0001)

CITY

CITY OF COOPER CITY

ATTEST: By: _____
CITY MAYOR

_____ _____
CITY CLERK Print Name

_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

_____
City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Project Name: FY 2023-2024 (49th Year)

Project Description: Senior Transportation Services Program
City of Cooper City

CDBG Fund Allocation: $15,000

Project Description:

CDBG funds in the amount of Fifteen Thousand Dollars ($15,000) are comprised of 49th Year (FY 2023-2024) funding to support the provision of free transportation services to seniors, 62 years of age and older, residing in the City of Cooper City.

CDBG funds shall be used to support the salary and fringe benefits for a part-time staff person to drive the bus and coordinate registration for the senior transportation services. Additional drivers will be used as needed. Senior riders shall be transported to and from the doctor, dentist, governmental agencies, shopping facilities and other eligible locations. The City shall provide transportation services for approximately forty (40) unduplicated seniors, representing approximately 1,200 one-way trips.

The City's Program Design is attached hereto as Attachment 1 to Exhibit A solely for the purpose of providing a more comprehensive description of the overall program, in addition to the description provided in this Exhibit A. City's responsibilities and obligations for the Project under the Agreement shall be areas specifically described in this Exhibit A (the Project Description herein). In the event of any conflict between the terms of Attachment 1 to Exhibit A and this Exhibit A, the terms of Exhibit A shall control.

CDBG HUD National Objective: 24 CFR Part 570.208(a)(2), Limited Clientele Activities

Federal Award Identification Information as required by 2 C.F.R. Part 200.332(a)

Subrecipient name: City of Cooper City

Subrecipient Unique Entity Identifier: E3JMWK8PBN16

Federal Award Identification Number (FAIN): B-23-UC-12-0001

Federal Award Date: November 16, 2023

Subaward Period of Performance Start and End Date: See timeline in Exhibit C

Subaward Budget Period Start and End Date: See timeline in Exhibit C

Amount of Federal Funds Obligated by this action by County to Subrecipient: See Exhibit B

Total Amount of Federal Funds Obligated to Subrecipient by County, including the current financial obligation: $15,000; Amount includes only federal funds from County's fiscal year 2023-2024 Annual Action Plan.

Total Amount of the Federal Award committed to Subrecipient by County: See Exhibit B

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): See Exhibit A for project description.

Name of Federal Awarding Agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

> Federal Awarding Agency: United States Department of Housing and Urban Development
> Pass-through Entity: Broward County
> Contact Information for awarding official of the pass-through entity: See Section 12.8 of this Agreement.

Assistance Listings number and Title: CFDA 14.218 – Community Development Block Grants/Entitlement Grants; The dollar amount made available under each Federal Award and CFDA at time of disbursement: CFDA 14.218 – For amount see Exhibit B.

Identification of whether the award is R&D: No

Indirect cost rate for the Federal award: N/A

ATTACHMENT 1 to EXHIBIT A

PROGRAM DESIGN

The City of Cooper City's Senior Transportation Services Program ("Program") is designed to provide a limited clientele, senior citizens of Cooper City, with an alternative mode of transportation for carrying out eligible activities. At no cost, senior riders are transported to and from the doctor, the dentist, governmental agencies, shopping facilities and other eligible locations. Services will be offered between the hours of 7 A.M. to 7 P.M. Monday through Friday with Saturday and Sunday transportation made available for “medically necessary” appointments.

Program Implementation Overview

The Senior Transportation Services Program is implemented by the City of Cooper City Recreation Department. The Program has a recreation van/bus driver, who is an employee of the City and whose responsibilities include registration of prospective eligible seniors, scheduling of weekly transportation requests, and preparation and submittal of monthly transportation ridership reports, which are to include participant race/ethnicity, participant income eligibility, and vehicle fuel usage. The recreation van/bus driver also serves as the lead driver for all scheduled shopping trips and appointments. Additional staff is utilized as drivers when necessary.

Recipient Selection Criteria

The Senior Transportation Services Program is implemented from the Cooper City Community Center. The Program is made available to all eligible seniors, 62 and older, who reside in Cooper City. Personal identification, to verify age and address of program participants, is kept on file.

Program Marketing

The Program is marketed through one or more of the following media outlets: news advertisement, City's website newsletter, social media sites, as well as on-site fliers.

Income Categories to be Served - National Objective

Specifically, seniors who are 62 years or older are considered limited clientele. Per CDBG federal regulations, seniors are presumed to be low-to-moderate income.

Applicant Processing and Verification

The City of Cooper City maintains a file or registration form with each applicant’s identification which is stored in a confidential manner. The seniors register at the City's Recreation Adult Program Office located at the Cooper City Community Center. Files

and records are available for monitoring by appropriate agencies/personnel upon request. Each participant will have an individual registration form and will be counted as unduplicated for registration purposes.

Payment Disbursement

Timesheets and a summary of expenses incurred through the Senior Transportation Services Program are maintained by City. These funds are documented in the Program's Monthly report and the portion of the Project that is to be reimbursed to the City through CDBG funding is documented in a monthly pay request.

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EXHIBIT B

BUDGET

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

Funding Sources					
	Cost Category	**(1) CDBG**	**(2) City**	**(3) Other**	**Total**
A.	Personnel				$ -
	Fringe Benefits				
B.	Travel				$ -
C.	Equipment				$ -
D.	Supplies				$ -
E.	Contractual Services				$ -
F.	Construction				$ -
G.	Other	$ 15,000.00	$ 15,000.00		$ 30,000.00
H.	Total	$ 15,000.00	$ 15,000.00	$ -	$ 30,000.00

BUDGET NARRATIVE

CDBG Funds: $15,000

CDBG Funds shall be used to support the salary and fringe benefits for one (1) part-time staff person to drive the bus and coordinate registration for the senior transportation services.

Non-CDBG Funds: $15,000

Non-CDBG Funds from City shall be used for additional senior transportation related expenses including, but not limited to, space rental, fuel, and maintenance of the bus.

Allowable Cost for U.S. HUD Share of Budget

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General

information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

(A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.

(B) Bad debts.

(C) Contingencies.

(D) Contribution and donations.

(E) Entertainment.

(F) Fines and penalties.

(G) Interest.

(H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

Personnel (Salary) costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

Fringe Benefit costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

Travel costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

Equipment costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share

distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

Material/Supplies cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

Subcontracts/Contractual Services must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable to cost-reimbursement type subcontracts under grants.

Consultant agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

Construction costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

Other costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

Leverage is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

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EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

Work Task	Start-Up Date	Date of Completion
Provide staff to drive the bus and coordinate the registration for the Senior Transportation Services Program for a minimum of forty (40) unduplicated senior riders.	October 1, 2023	September 30, 2024
Transportation services for a minimum of forty (40) unduplicated senior riders.	October 1, 2023	September 30, 2024
Monthly Progress Reports and Final Beneficiary Data Report	October 1, 2023	September 30, 2024

EXHIBIT D

MONTHLY PROGRESS REPORT

Reporting Period: _____

Date Report Prepared: _____

A. Project Information:

Agency Name	City of Cooper City
Person Preparing the Report	
Job Title	
Signature	
Project Name	Senior Transportation Services Program
Project Start-Up Date	October 1, 2023
Project Completion Date	September 30, 2024
Amended Completion Date (if applicable)	

B.1 Project Cost

	Total Project Costs	Expenditures up to Last Billing	Expenditures this Report/Billing	Funds Expended To Date	Percentage
Total Project	$ 30,000.00	$ -	$ -	$ -	0%
City (In-kind)	$ 15,000.00	$ -	$ -	$ -	0%
CDBG Funds	$ 15,000.00	$ -	$ -	$ -	0%
Other Funding (Specify source below)	$ -	$ -	$ -	$ -	0%

B.2 Declaration of Agency Budget Changes

Program Income: _____

Source of Program Income: _____

B.3 Other Grant Awards

Date(s): _____ Dollar Amount(s): _____

Funding Source(s):_____ Funding Contract Person(s): _____

B.4 Describe attempts to secure additional funding:

B.5 Percent of Project completed to date: _____ %

B.6 Anticipated Changes in Staffing:

1. Office Hours: _____
2. Resignations: _____
3. Part-time or Full-time Employee(s):

_____

C.1 Brief Project Description and Project Location (if applicable, include homeowner's name and address, general scope of work performed, and associated expenses):

C. 2. Describe specific work tasks and status completed this quarter:

Work Tasks	Status (i.e., underway, completed)

C.3. Describe success or problems encountered with the Project:

C.4. Anticipated problems or concerns with the Project. Please identify technical assistance needed and/or requested from the Housing Finance Division staff.

C.5. Anticipated advertisements and/or other contractual services. If so, has the Housing Finance Division staff been advised and appropriate steps taken to assure compliance?

C.6. If applicable, please complete the information on the following Direct Benefit Form for all program participants.

EXHIBIT "D"

Direct Benefit Form
Public Service

Accomplishments

Accomplishment Type			Proposed Unit	Actual Units	Cumulative Units
1 - People (General)					

Direct Benefit Data by Persons Race/Ethnicity

Race	Total Numbers Served Last Reporting Period	Hispanic/Latino (Last Reporting Period)	Total Number Served This Reporting Period)	Hispanic/Latino (This Reporting Period)	Total Number Served (to Date)	Cumulative Hispanic/Latino (to date)
Totals						

Income Levels

		Last Reporting Period	This Reporting Period	Cumulative Total
Extremely Low (30%/or Below AMI)				
Low (31%/50% AMI)				
Moderate (51%-80% AMI)				
Non-Low/Moderate (Above 80% AMI)				
Totals				
Percent Low/Mod				

Public Services (cumulative)

Total Households Assisted:

Of the Total Households, Number of:

			Number of Households
With New or Continuing Access to a Service or Benefit*			
With Improved Access to a Service or Benefit**			
Receive a Service or Benefit that is No Longer Substandard			
Total			

*Beneficiaries that without these funds would not be able to access or combine the benefit or are receiving a new benefit (new beneficiaries)

**Beneficiaries that have improved access to service or benefit (Example: rehabiliation of a community center for the elderly or severly disabled person to enable them to live independetly.

D. Program Objectives

*Work Tasks	Projected Yearly Total/ Performance	Monthly Progress	Progress Yr-To-Date	Supporting Documentation
Provide staff to drive the bus and coordinate the registration for the Senior Transportation Services Program for a minimum of forty (40) unduplicated senior riders.	Minimum of one (1) part time bus driver. Forty (40) seniors			Payroll and log documentation
Transportation services to a minimum of forty (40) unduplicated senior riders.	Forty (40)			Log/sign in sheet. Other back-up documentation: list of the unduplicated seniors served
Monthly Progress Reports and Final Beneficiary Data Report.	Minimum twelve (12) Progress Reports			Reports and invoices with supporting documentation

***Work Tasks as listed in the Exhibit C (Project Timeline) of the Agreement**

EXHIBIT E

REQUEST FOR PAYMENT

Community Development Block Grant Program
49th Year Program

Contract Period: October 1, 2023 to September 30, 2024

1. Project Name:					
2. Organization:			Telephone Number:		
3. Billing Number:					
4. Billing Period Covered:					
5. % of Total Contract, Expended through this Billing:					
6. Cost Categories	Total Project Budget (CDBG Grant Costs ONLY)	Expenditures up to last billing	Expenditures This Billing	Total Expenditures To Date	Percentage
A. Project Costs	$ -				
Salary and Fringes				$ -	0%
Contractual				$ -	0%
Supplies				$ -	0%
Equipment				$ -	0%
Utilities				$ -	0%
Travel				$ -	0%
Other				$ -	0%
Total Expenditures		$ -	$ -	$ -	0%
Funds Obligated: (By Funding Agreement)	$ -				
Balance		$ -		$ -	100%
B. In-Kind				$ -	0%

7. Detail of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)

Vendor Name	Invoice # (If Applicable)	Description of Service	Amount

Total Request for Reimbursement $ _____

8. Certification:

I certify that items 1 - 7 of this billing are correct and just and are based upon obligation(s) of record for the Project; that the work and services are in accordance with the Broward County approved Agreement, including any amendments thereto; and that the progress of the work and services under the Project Agreement are satisfactory and are consistent with the amount billed.

_____ _____

Signature and Title of Authorized Official **Date**

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Commission

DATE: December 12, 2023

SUBJECT: Motion to approve a current letter of support to the Broward County School Board asking that the Children residing in the Country Glen Development be given choice to attend Pioneer Middle School **Commissioner Mallozzi**

RECOMMENDATION:
Commissioner Mallozzi requests Commission approval to draft a current letter of Support to the Broward County School Board Superintendent and Broward County School Board Members, requesting that the Children who reside in Country Glen be given choice to attend Pioneer Middle.

BACKGROUND OF ITEM:
On March 28, 2023, the City Commission voted to approve the drafting of a letter of support to the Broward County School Board requesting that the Children of the Country Glen Development be given the choice to attend Pioneer Middle School.

ANALYSIS:
The Broward County School Board will be voting on giving choice to Country Glen Development soon; drafting an updated letter of support to the Broward County School Board will express wholehearted support for the Children of the Country Glen Development to be given choice to attend Pioneer Middle School.

ATTACHMENTS:
1. Letter from County Glen Homeowners Association

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	12/05/23 03:37 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	12/05/23 04:27 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	12/05/23 04:31 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	12/08/23 11:13 AM
Allen, Tedra	END WORKFLOW - APPROVED		12/08/23 11:27 AM

December 12, 2023

Dr. Peter B. Licata
Superintendent
Broward County School Board
600 SE 3rd Avenue,
Ft. Lauderdale, FL 33301

Dear Dr. Licata,

The City of Cooper City Commission is hereby requesting that the children residing in the Country Glen development be given choice to attend Pioneer Middle School.

As you may know, they already have choice to attend Cooper City High School, and Griffin Elementary School has open enrollment. Granting families the choice to attend Pioneer Middle School will complete the feeder pattern.

We understand and appreciate that school boundaries are established with regard to student population with each school, and parents are expected to enroll their children at the school assigned to their residential area. In this case, we recognize that circumstances occasionally warrant an exception to the existing policy; therefore, we hope you can support this petition.

In closing, we appreciate the time and effort the school board puts into making the right choices for our children, and we hereby respectfully ask that you approve of this request.

Thank you for your time, service, and consideration.

_____
Greg Ross

_____ _____
Jeff Green Jeremy Katzman

_____ _____
Ryan Shrouder Lisa Mallozzi

Country Glen
Homeowners Association
Cooper City, Florida

Property Manager: Jay Jenkins
Atlantis Management Services
Cooper City, Florida

March 28, 2023

Dear Commissioner Mallozzi:

I am the President of the Country Glen Homeowners' Association in Cooper City. I am seeking the Cooper City Commission's support in requesting that the Broward County School Board give Country Glen children school choice for Pioneer Middle School, thereby enabling our neighborhood's children to complete their educational loop in Cooper City schools.

Country Glen is a small community of 300 homes and is the only neighborhood in the entire City of Cooper City that is not located in District 6. Rather, Country Glen is located in District 2, and our children are zoned for Hawkes Bluff Elementary in Davie, Silver Trail Middle in Pembroke Pines, and West Broward High in Pembroke Pines.

All neighborhoods in Cooper City other than Country Glen are zoned for one of three elementary schools (Cooper City Elementary, Embassy Creek Elementary, or Griffin Elementary), one middle school (Pioneer Middle), and one high school (Cooper City High). Due to under enrollment at Griffin Elementary, a small number of children who reside in Country Glen have chosen to attend Griffin Elementary, which is only 1 mile from Country Glen. Moreover, in order to alleviate overcrowding at other area high schools, Broward Schools allows children who reside in Country Glen to attend Cooper City High School. Currently, children who reside in Country Glen are unable to complete their educational loop at Cooper City schools because Pioneer Middle School does not normally open for school choice.

Cooper City is known for its great schools and its strong sense of community. This strong sense of community is reenforced in all of Cooper City's schools, with frequent visits by community leaders, local law enforcement and fire fighters, and participation in numerous Cooper City events. Currently, there are children who live in Country Glen who will not be able to continue to have those opportunities to participate in or enjoy their own community because they must exit the community's schools for the three years of middle school.

Though we understand that geography is not a deciding factor in zoning or school choice, it is worth noting that Pioneer Middle is approximately 4 miles from Country Glen and Silver Trail Middle in

Pembroke Pines (our zoned middle school) is more than 7 miles from Country Glen. We want to be clear though: we are not seeking rezoning and we are not asking for transportation.

Country Glen parents want to give their children the opportunity to complete their educational loop in Cooper City, the community where we live. For that to happen, we must have the choice of sending our children to Pioneer Middle.

I would appreciate the opportunity to discuss this matter further with you and to discuss what we can do to make this happen for Country Glen families.

With warm regards,

Jennifer Gross

Jennifer Gross
President, Country Glen Homeowners' Association

Country Glen Homeowners Association
Jay Jenkins, Property Manager
jay@atlantis-management.com
Atlantis Management Services
11011 Sheridan Street, Suite 208, Cooper City, Florida 33026
Phone: 954-450-9400; Fax 954-450-1110

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Utilities Department

DATE: December 12, 2023

SUBJECT: Motion to approve and authorize sole-source purchase of two sodium hypochlorite triplex skids from TriNova Inc. as an authorized single source representative of ProMinent Fluid Controls, Inc., the manufacturer, in the amount not to exceed $80,433.11 to replace the existing skids of City's water and wastewater treatment plants. - **Utilities**

CITY MANAGER RECOMMENDATION:
The City Manager recommends the approval and authorization for sole-source purchase of two sodium hypochlorite triplex skids from TriNova Inc. as an authorized single source representative of ProMinent Fluid Controls, Inc., the manufacturer, in the amount not to exceed $80,433.11 to replace the existing skids at City's water and wastewater treatment plants. The proposed purchase is a kind-to-kind replacement of existing skids, one at for the water treatment plant and the other for the wastewater treatment plant.

Section 2-258(b) (1) of the City Code allows single or sole source procurement under several conditions, including "*for standardization or other factors create a situation where competition is either not feasible or practicable.*"

BACKGROUND OF ITEM:
The Sodium Hypochlorite Triplex Skids, originally installed in 2004 and currently in operation at both the water and wastewater treatment plants, have exceeded their anticipated lifespan. Replacement is imperative due to their inadequate performance in achieving the desired results.

Skid is an accessory pumping system that injects chemicals at a controlled rate, ensuring the delivery of water and wastewater services that meet safety and compliance standards.

The replacement of the aged Sodium Hypochlorite Triplex Skids at both the water and wastewater plants is a critical investment in maintaining the integrity, reliability, and compliance of our treatment processes.

ANALYSIS:
Skids are integral part of the treatment system and are required for the processing of the potable water and wastewater.

FISCAL IMPACT:
The requested purchases are approved project in the FY 2024 budget. The Water and Sewer Utility Fund has already allocated funds specifically for this project.

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
450-911-564700-533	$52,000.00	$38,366.70	$13,633.30
450-931-564700-535	$50,000.00	$42,066.41	$7,933.59

ALTERNATIVES:
Opting not to proceed with the replacement of the Sodium Hypochlorite Triplex Skids could potentially compromise the overall efficiency and reliability of our water and wastewater treatment processes, affecting regulatory compliance and community service standards.

ATTACHMENTS:
1. Letter from TriNova Inc., Identifying the TriNova Inc. as an authorized single source representative of ProMinent Fluid Controls, Inc.
2. The TriNova Inc. Company Quotes.
3. Vendor compliance

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Purchasing	11/30/23 12:07 PM
Dodgen, Brandon	Assigned to Purchasing	COMPLETE: Forward to ...	12/07/23 10:23 AM
Allen, Tedra	Assigned to City Clerk	Route to Budget	12/07/23 04:21 PM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to ...	12/07/23 04:38 PM
	The Program Code is incorrect for the Dept 931 Wastewater Plant line item. The line item should be 450-931-564700-535. We used program code 533 which is correct for Dept 911 Water Plant above the Wastewater Plant line item. Please let me know if you need further clarification.		
Allen, Tedra	Assigned to City Clerk	Route to Attorney	12/07/23 04:51 PM
	Program Code has been changed		
Allen, Tedra	Assigned to Attorney		12/07/23 04:55 PM

Prepared by Utilities 12-3-23

September 1, 2023

Ryan Webster
Chief Operator
Cooper City Utilities
11791 S.W. 49th Street
Cooper City, Fl 33330
Ph: 954-680-1445 / Cell: 954-675-8865
Fax: 954-372-4289
Email: rwebster@coopercity.gov

Dear Mr. Webster,

ProMinent Fluid Controls, Inc. has appointed TriNova Inc.-Florida, as our authorized single source representative for the municipal market. TriNova Inc represents ProMinent Fluid Controls as a direct sales and service agent to local, county, and state governments and sales to contractors and/or system integrators on municipal projects, for the State of Florida, excluding the panhandle. To properly support ProMinent customers, TriNova personnel receives exclusive yearly factory training to keep up with the latest technologies.

TriNova Inc. – Florida's corporate office is as follows:

TriNova Inc. - Florida
2401 Drane Field Road
Lakeland, FL 33811

Tel: 863-682-4500
Fax: 863-687-0077
Email: FLSales@trinovainc.com

Very truly yours,
PROMINENT FLUID CONTROLS, INC.

Chad Kloft

Chad Kloft
Regional Sales Manager

cc: M. Costa, TriNova

QUOTATION

Meeting Date: 12/12/2023 Item #13.

Quote Number	
1173473	
Quote Date	Page
12/07/2023 14:57:59	1 of 3

Quote Expires On: 12/22/2023

Please address your order to:
TriNova Inc.
c/o Accounts Payable
4485 Laughlin Dr. S
Mobile, AL 36693
251-378-7837

Bill To:

City Of Cooper City
Attn: Accounts Payable
11791 SW 49th Street
Cooper City, FL 33330
US

Ship To:

City Of Cooper City
11791 Sw 49th Street
Cooper City, FL 33330
US

Requested By: Mike Aldrich

Customer ID: 12709

Terms	*Shipping*	*Customer Service Rep*
Net 30		MAINARA.COSTA

Quantities			*Item ID* *Item Description*	*Unit Price*	*Extended Price*
Line	*QTY*	*UOM* *Unit Size*			
1	1.00	EA 1.0	SODIUM HYPOCHLORITE TRIPLEX SKID Chemical Feed System	38,816.4110	38,816.41

Order Note: **********
Cooper City Waste Water Treatment Plant
Triplex Bleach Skid

****

Order Line Notes: THREE PUMP SODIUM HYPOCHLORITE FEED SYSTEM

APPLICATION DATA:
Chemical: 12.50% Sodium Hypochlorite
Pump Type: Motor driven diaphragm pumps
Pump Quantity: 3
Capacity: 6.9 GPH @ 145 PSIG
Piping Material: SCH 80 PVC/EPDM
Piping Connections: Socket weld / NPT
Piping Configuration: Three pumps - Common suction / two discharge configuration Inverted suction manifold

MECHANICAL DETAILS:
Skid Type: Black polypropylene skid floor mounted (approx. 60"W x 60"H x 34"D) Chemical Inlets: (1) 0.5"
Chemical Outlet: (2) 0.5"
(1) Lot of isolation/drain/flush vented ball valves, as required
(1) Wye strainer
(3) 1,000mL PVC calibration cylinder
(3) 2.5" 316SS 0-160 PSIG Discharge pressure gauges with isolators
(3) Back pressure valves
(3) 164mL CPVC/Viton Pulsation dampeners

ELECTRICAL DETAILS:
Electrical terminal box for all pump electrical connections 120vac power

QUOTATION

Meeting Date: 12/12/2023 Item #13.

Quote Number	
1173473	
Quote Date	Page
12/07/2023 14:57:59	2 of 3

Quote Expires On: 12/22/2023

Please address your order to:
TriNova Inc.
c/o Accounts Payable
4485 Laughlin Dr. S
Mobile, AL 36693
251-378-7837

Quantities			Item ID / Item Description	Unit Price	Extended Price
Line	QTY	UOM / Unit Size			
			Pump power receptacles All wiring is completed at the factory Plumbing and components rated at 150 PSI regardless of pump pressure. Quantity: 1		
			Order Line Notes: Sigma/ 1 Control version b The Sigma/ 1 motor-driven diaphragm metering pump features a high strength inner housing for the mechanically loaded parts and an additional plastic housing to protect it from corrosion. The pump capacity is adjusted via the stroke length (4 mm), in 0.5% increments, with a self-locking rotary dial. Capacity: * 6.9GPH; 26L/H * 145PSI; 10BAR Selected Options: * Liquid End Materials: PVDF with PTFE seal * Seal: Standard diaphragm / PTFE seal * Diaphragm type: Safety diaph w/ visual indicat * Liquid End Options: without valve springs * Hydraulic Connection: PVDF clamping nut & insert * Labeling: Standard with ProMinent logo * Voltage Supply: 100 - 240 V * Cable and Plug: North American plug, 115 V * Relay: 4-20mA out+fault/pacing relay * Control Variants: Option 0 + analog control * Overpressure Shut-off: without pressure shut-off * Operating Unit (HMI): HMI + 0.5m cable * Access code: Without access code * Language: english * Approval: Standard Model: S1CBH10022PVTS070UD81000EN01 Quantity: 3		
			Order Line Notes: Universal control cable, 5-pin round plug; 5-wire 15 ft. (5m) Quantity: 3 TERMINAL BOX KIT, 3 PUMP, NON-GFI RECEPT Quantity: 1		
2	1.00 1.0	EA	SVC-TS-PROMINENT ONSITE FIELD SERVICE	1,650.0000	1,650.00

QUOTATION

Meeting Date: 12/12/2023 Item #13.

Quote Number	
1173473	
Quote Date	Page
12/07/2023 14:57:59	3 of 3

Quote Expires On: 12/22/2023

Please address your order to:
TriNova Inc.
c/o Accounts Payable
4485 Laughlin Dr. S
Mobile, AL 36693
251-378-7837

Quantities			Item ID Item Description	Unit Price	Extended Price
Line	QTY	UOM Unit Size			
			(1) Day for Start Up of the Sodium Hypochlorite Skid		

Total Lines: 2

SUB-TOTAL:	40,466.41
TAX:	0.00
FREIGHT:	1,600.00
AMOUNT DUE: $	**42,066.41**

QUOTATION

Meeting Date: 12/12/2023 Item #13.

Quote Number	
1173468	
Quote Date	Page
12/07/2023 15:00:55	1 of 3

Quote Expires On: 12/22/2023

Please address your order to:
TriNova Inc.
c/o Accounts Payable
4485 Laughlin Dr. S
Mobile, AL 36693
251-378-7837

Bill To:

City Of Cooper City
Attn: Accounts Payable
11791 SW 49th Street
Cooper City, FL 33330
US

Ship To:

City Of Cooper City
11791 Sw 49th Street
Cooper City, FL 33330
US

Requested By: Ryan Webster

Customer ID: 12709

Terms	*Shipping*	*Customer Service Rep*
Net 30		MAINARA.COSTA

Quantities			*Item ID* *Item Description*	*Unit Price*	*Extended Price*
Line	*QTY*	*UOM* *Unit Size*			

Order Note: **********
Cooper City WTP - Triplex Bleach Skid
2 Sigma 1 and 1 Gamma X

****

1	1.00	EA	SODIUM HYPOCHLORTIE TRIPLEX SKID	35,116.6986	35,116.70
		1.0	ProMinent		

Order Line Notes: THREE PUMP SODIUM HYPOCHLORITE FEED SYSTEM:

APPLICATION DATA:
Chemical: 12.50% Sodium Hypochlorite
Pump Type: Solenoid & Motor driven diaphragm pumps
Pump Quantity: 3 (2 Sigma1 & 1 GammaX)
Capacity: Sigma- 6.9 GPH @ 145 PSIG & Gamma- 2.11 GPH @ 145 PSIG
Piping Material: SCH 80 PVC/EPDM
Piping Connections: Socket weld / NPT
Piping Configuration: Three pumps - Common suction / three discharge configuration Inverted suction manifold
Crossover piping

MECHANICAL DETAILS:
Skid Type: Black polypropylene skid floor mounted (approx. 60"W x 60"H x 34"D) Chemical Inlets: (1) 0.5"
Chemical Outlet: (3) 0.5"
(1) Lot of isolation/drain/flush vented ball valves, as required
(1) Wye strainer
(1) 1,000mL PVC calibration cylinder
(3) 2.5" 316SS 0-160 PSIG Discharge pressure gauges with isolators
(3) Back pressure valves
(3) 164mL CPVC/Viton Pulsation dampeners

639

QUOTATION

Meeting Date: 12/12/2023 Item #13.

Quote Number	
1173468	
Quote Date	Page
12/07/2023 15:00:55	2 of 3

Quote Expires On: 12/22/2023

Please address your order to:
TriNova Inc.
c/o Accounts Payable
4485 Laughlin Dr. S
Mobile, AL 36693
251-378-7837

Quantities			Item ID Item Description	Unit Price	Extended Price
Line	QTY	UOM Unit Size			

ELECTRICAL DETAILS:
Electrical terminal box for all pump electrical connections 120vac power
Pump power receptacles
All wiring is completed at the factory

Plumbing and components rated at 150 PSI regardless of pump pressure.

Quantity: 1

Order Line Notes: Sigma/ 1 Control version b
The Sigma/ 1 motor-driven diaphragm metering pump features a high strength inner housing for the mechanically loaded parts and an additional plastic housing to protect it from corrosion. The pump capacity is adjusted via the stroke length (4 mm), in 0.5% increments, with a self-locking rotary dial.

Capacity:
* 6.9GPH; 26L/H
* 145PSI; 10BAR

Selected Options:
* Liquid End Materials: PVDF with PTFE seal
* Seal: Standard diaphragm / PTFE seal
* Diaphragm type: Safety diaph w/ visual indicat
* Liquid End Options: without valve springs
* Hydraulic Connection: PVDF clamping nut & insert
* Labeling: Standard with ProMinent logo
* Voltage Supply: 100 - 240 V
* Cable and Plug: North American plug, 115 V
* Relay: 4-20mA out+fault/pacing relay
* Control Variants: Option 0 + analog control
* Overpressure Shut-off: without pressure shut-off
* Operating Unit (HMI): HMI + 0.5m cable
* Access code: Without access code
* Language: english
* Approval: Standard

Model: S1CBH10022PVTS070UD81000EN01
Quantity: 2

Order Line Notes: Gamma/X

The ProMinent gamma/X is a microprocessor-based solenoid-driven diaphragm programmable pump. Continuous electronic stroke length adjustment from 0 - 100% (recommended 30 - 100%). Stroke rate adjustment in 1 stroke/hour increments from 0 to 12,000 strokes/h.

Standard features include:
- Remote on/off and external contact input 1:1 with pulse control.
- Backlit dot matrix display with 3-LED indicators
- Fiberglass-reinforced, PPE plastic housing rated to IP65.

QUOTATION

Meeting Date: 12/12/2023 Item #13.

Quote Number	
1173468	
Quote Date	Page
12/07/2023 15:00:55	3 of 3

Quote Expires On: 12/22/2023

Please address your order to:
TriNova Inc.
c/o Accounts Payable
4485 Laughlin Dr. S
Mobile, AL 36693
251-378-7837

Quantities			Item ID / Item Description	Unit Price	Extended Price
Line	QTY	UOM / Unit Size			
			** (ProMinent Control Cable is required for external control) Capacity: * 2.11GPH; 8.0L/H * 145PSI; 10BAR Selected Options: * Liquid end materials: Acrylic/PVC (PVDF degassing) * Diaphragm/seals: FKM-B/PFTE coated * Liquid end version: Degassing version with bypass * Hydraulic connections: 1/2" x 3/8" * Diaphragm rupture indicator: Not included * Version: Standard * Logo: Standard, with logo * Electrical connection: Universal, 100-230 V 50/60 Hz * Cable and plug: N.American plug, 115V * Relay, pre-set: Fault relay + 4-20ma output * Accessories: Standard accessories * Control variant: Option 0 + analog control * Metering monitor: Pulse signal input * Bluetooth remote stop: Not included * Language: Standard (English) * Approvals: MET (USA) * Documentation: Standard Documentation ***Order Line Notes:*** Universal control cable, 5-pin round plug; 5-wire 15 ft. (5m) Quantity: 3 TERMINAL BOX KIT, 3 PUMP, NON-GFI RECEPT Quantity: 1		
2	1.00	EA 1.0	SVC-TS-PROMINENT ONSITE FIELD SERVICE (1) Day for Start Up of the Sodium Hypochlorite Skid	1,650.0000	1,650.00

Total Lines: 2

SUB-TOTAL:	36,766.70
TAX:	0.00
FREIGHT:	1,600.00
AMOUNT DUE: $	**38,366.70**

COOPER CITY UTILITIES DEPARTMENT
MEMORANDUM

DATE: December 3, 2023

TO: Purchasing Agent

FROM: Raj Verma, Utilities Director/City Engineer

SUBJECT: Sole and Single Source Procurements, Sec. 2-258(b) of City Code

Based on the recommendations of the treatment plant operators, I recommend approval of single/sole-source purchase of two sodium hypochlorite triplex skids from TriNova Inc. as an authorized single source representative of ProMinent Fluid Controls, Inc., the manufacturer, in the amount not to exceed $75,379.15 to replace the existing skids at City's water and wastewater treatment plants. The proposed purchase is a kind-to-kind replacement of existing skids, one at for the water treatment plant and the other for the wastewater treatment plant. This accessory equipment has been used in the City's treatment systems since 2004

Section 2-258(b) (1) of the City Code allows single or sole source procurement under several conditions, including "for standardization or other factors create a situation where competition is either not feasible or practicable" after verification by the Purchasing Agent. Please review the Department's request and let us know if you have any questions.

Please note that this item is being placed on the agenda for the December 12, 2023 Commission meeting.

Attachments

Copy: Ryan Eggleston, City Manager

Meeting Date: 12/12/2023 Item #13.

CERTIFICATE OF LIABILITY INSURANCE

12/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
License # 231432 Hub International Gulf South 1141 Montlimar Drive Suite 2500 Mobile, AL 36609	PHONE (A/C, No, Ext): (877) 250-6022	FAX (A/C, No): (251) 633-2822
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Sentry Insurance Company	24988
INSURER C : Evanston Insurance Company	35378
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

TriNova, Inc.
4485 Laughlin Drive South
Mobile, AL 36693

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	EPP 0532473	6/9/2023	6/9/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	EBA 053 24 73	6/9/2023	6/9/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	EPP 053 24 73	6/9/2023	6/9/2024	EACH OCCURRENCE AGGREGATE See Remarks	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	1-9053212	1/1/2023	1/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab			CPLMOL117654	6/9/2023	6/9/2024	Ea Error/Aggregate	5,000,000
C	Pollution / Environm			CPLMOL117654	6/9/2023	6/9/2024	Ea Occ/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Cooper City, its employees, agents, volunteers, independent contractors, successors and assigns, and other authorized representatives are included as Additional Insured on a primary and non-contributory basis, per the attached endorsement. A Waiver of Subrogation is included where permissible by law by the General Liability, Automobile Liability, Workers' Compensation & Employers Liability policies in favor of the aforementioned Additional Insured(s) if required by written contract. A 30 Day Notice of Cancellation applies except a 10 Day Notice of Cancellation applies for non-payment of premium.

CERTIFICATE HOLDER

City of Cooper City
Attention: Purchasing Division
PO Box 290910
Cooper City, FL 33329-0910

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Meeting Date: 12/12/2023 Item #13.

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 231432	NAMED INSURED
Hub International Gulf South		TriNova, Inc. 4485 Laughlin Drive South Mobile, AL 36693 Mobile
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Excess Umbrella
6/9/2023-2024
Landmark American Insurance Company
Policy #11542963 - A $5,000,000 Each Claim/Aggregate

Total Umbrella Aggregate Limit is $10,000,000

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE REA

Meeting Date: 12/12/2023 Item #13.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the “products-completed operations hazard”, this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

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b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

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This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

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Meeting Date: 12/12/2023 Item #13.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number:
06-09-2023	EBA 053 24 73
Named Insured: TRINOVA INC	
Countersigned by: (Authorized Representative)	

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number:
06-09-2023	**EBA 053 24 73**
Named Insured: **TRINOVA INC**	
Countersigned by: (Authorized Representative)	

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number:
06-09-2023	**EBA 053 24 73**
Named Insured: **TRINOVA INC**	
Countersigned by: (Authorized Representative)	

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name:	Blanket Waiver - AR
Address:	PO Box 190849 Mobile, AL 36619-0849
Description of Waiver:	All written contracts provided such contract was made prior to loss.
JobID:	

Name:	Blanket Waiver - CT
Address:	PO Box 190849 Mobile, AL 36619-0849
Description of Waiver:	"All written contracts provided such contract was made prior to loss."
JobID:	

Name:	Blanket Waiver - FL
Address:	PO Box 190849 Mobile, AL 36619-0849
Description of Waiver:	All contracts provided such contract was made prior to loss
JobID:	

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Name:	Blanket Waiver - LA
Address:	PO Box 190849 Mobile, AL 36619-0849
Description of Waiver:	All written contracts provided such contract was made prior to loss
JobID:	

Name:	Blanket Waiver - MA
Address:	PO Box 190849 Mobile, AL 36619-0849
Description of Waiver:	"All written contracts provided such contract was made prior to loss."
JobID:	

Name:	Blanket Waiver - ME
Address:	PO Box 190849 Mobile, AL 36619-0849
Description of Waiver:	All written contracts provided such contract was made prior to loss.
JobID:	

Name:	Blanket Waiver - MS
Address:	PO Box 190849 Mobile, AL 36619-0849
Description of Waiver:	All written contracts provided such contract was made prior to loss.
JobID:	

Name:	Blanket Waiver - NC
Address:	4485 Laughlin Dr S Mobile, AL 36693-5646
Description of Waiver:	All written contracts provided such contract was made prior to loss.
JobID:	

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Name:	Blanket Waiver - NY
Address:	PO Box 190849 Mobile, AL 36619-0849
Description of Waiver:	All written contracts provided such contract was made prior to loss.
JobID:	

Name:	Blanket Waiver - TN
Address:	PO Box 190849 Mobile, AL 36619-0849
Description of Waiver:	All written contracts provided such contract was made prior to loss.
JobID:	

Name:	Blanket Waiver - VT
Address:	PO Box 190849 Mobile, AL 36619-0849
Description of Waiver:	All written contracts provided such contract was made prior to loss.
JobID:	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)
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9053212001
Middlesex
7 00006 0000000000 20324 0 N e061e29a-5384-4575-889f-363132ab3cf7

Meeting Date: 12/12/2023 Item #13.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE REA

Meeting Date: 12/12/2023 Item #13.

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE:	
$ **5** ,000,000 Each Occurrence Limit $ **5** ,000,000 Aggregate Limit	

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and **US 101 UM**, is amended as follows:

A. **SECTION III - LIMITS OF INSURANCE** is amended to add the following:

7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "primary and non-contributory basis" within the parameters set forth in **SECTION III - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

a. The Limits of Insurance stated in the Schedule of this endorsement; or

b. The limits of insurance required in a written contract on a "primary and non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or

c. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. **SECTION IV - CONDITIONS** is amended as follows:

1. Condition **9. Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

However:

a. This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "primary and non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract or agreement on a "primary and non-contributory basis" that is in excess of the "underlying insurance"; and

b. It is understood and agreed that the insurance provided by this Coverage Part is excess of:

(1) “Underlying insurance” listed in the Schedule of Underlying Insurance;

(2) Any other insurance available to the “non-contributory additional insured” as an additional insured; and

(3) Any other insurance available to the “non-contributory additional insured” on which they are not a named insured.

2. The following condition is added:

15. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for de-

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fense and indemnity, to any other insurer who had coverage for the claim or "suit" under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

C. **SECTION V - DEFINITIONS** is amended to add the following:

30. "Non-contributory additional insured" means any person or organization:

a. Qualifying as an additional insured under **SECTION II - WHO IS AN INSURED**, Paragraph **3.** of the Coverage Part to which this endorsement is attached; and

b. Being granted additional insured status on a "primary and non-contributory basis" in the "underlying insurance" as required in a written contract between an insured and a Named Insured provided:

(1) The written contract or agreement is executed before the "occurrence" resulting in "bodily injury", "personal and advertising injury" or "property damage" for which coverage is being sought under this endorsement; and

(2) The written contract or agreement requires a specific limit of insurance on a "primary and non-contributory basis" that is in excess of "underlying insurance".

31. "Primary and non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured loss on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.

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Vendor Compliance Check List

CITY OF Cooper City
Someplace Special

Vendor: Trinova, Inc. **FEIN: 63-0517031**	**Does Vendor appear on the following:**	
	YES	**NO**
Florida Convicted Vendor List	☐	☒
Florida Suspended Contractors	☐	☒
Scrutinized Companies	☐	☒
Broward County Debarred List	☐	☒
State of Florida Corporations (Sun Biz)	☒	☐
E-Verify	☒	☐
Verified by: Purchasing	Date: Tuesday, December 05, 2023	

Vendor Compliance Check List

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains a "list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

There are currently no vendors on this list.

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

Vendor Compliance Check List

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
Petronas Dagangan Bhd	Sudan & Iran	Malaysia	September 19, 2007	Yes
Petronas Gas Berhad	Sudan & Iran	Malaysia	September 19, 2007	Yes
Petronas Global Sukuk	Sudan & Iran	Malaysia	August 2, 2016	Yes
Putrajaya Management Sdn Bhd	Sudan & Iran	Malaysia	March 18, 2014	Yes
Sinopec Capital 2013 Ltd	Sudan & Iran	China	September 24, 2013	Yes
Sinopec Century Bright Capital Investment Ltd	Sudan & Iran	China	December 3, 2019	Yes
Sinopec Engineering Group Co Ltd	Sudan & Iran	China	March 18, 2014	Yes
Sinopec Group Overseas Development 2018 Ltd	Sudan & Iran	China	December 15, 2020	Yes
Sinopec Group Overseas Development 2017 Ltd	Sudan & Iran	China	September 11, 2019	Yes
Sinopec Group Overseas Development 2016 Ltd	Sudan & Iran	China	August 2, 2016	Yes
Sinopec Group Overseas Development 2015 Ltd	Sudan & Iran	China	December 15, 2020	Yes
Sinopec Group Overseas Development 2014 Ltd	Sudan & Iran	China	March 7, 2018	Yes
Sinopec Group Overseas Development 2013 Ltd	Sudan & Iran	China	March 18, 2014	Yes
Sinopec Group Overseas Development 2012 Ltd	Sudan & Iran	China	March 7, 2018	Yes
Sinopec Kantons Holdings Ltd	Sudan & Iran	Bermuda	September 19, 2007	Yes
Sinopec Oilfield Equipment Corporation	Sudan & Iran	China	April 14, 2009	Yes
Sinopec Oilfield Service Corp	Sudan & Iran	China	March 25, 2008	Yes
Sinopec Shanghai Petrochemical	Sudan & Iran	China	September 19, 2007	Yes
Societe Metallurgique D'imiter	Sudan	Morocco	November 9, 2010	Yes
Territorial Generating Company No 1	Iran	Russia	June 4, 2019	Yes
# of Prohibited Investments	**71**	-	-	

Vendor Compliance
Check List

Table 9: Scrutinized Companies that Boycott Israel

New companies on the list are shaded and in bold. (One company was added this quarter.)

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Betsah Invest SA	Luxembourg	August 2, 2016
Betsah SA	Luxembourg	August 2, 2016
Cactus SA	Luxembourg	August 2, 2016
Co-operative Group Limited	United Kingdom	September 26, 2017
Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd	Turkey	August 2, 2016
Morningstar, Inc (Sustainalytics)	**United States**	**October 25, 2023**
Unilever PLC (Ben & Jerry's parent company)	United Kingdom	July 29, 2021
Hindustan Unilever Ltd	India	July 29, 2021
PT Unilever Indonesia Tbk	Indonesia	July 29, 2021
Unilever Bangladesh Ltd	Bangladesh	July 29, 2021
Unilever Capital Corp (Unilever PLC bond issuance)	United States	July 29, 2021
Unilever Caribbean Ltd	Trinidad and Tobago	July 29, 2021
Unilever Consumer Care Ltd	Bangladesh	July 29, 2021
Unilever Côte d'Ivoire	Ivory Coast	July 29, 2021
Unilever Finance Netherlands BV (Unilever PLC bond issuance)	Netherlands	July 29, 2021

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Unilever Ghana Ltd	Ghana	July 29, 2021
Unilever Nigeria Plc	Nigeria	July 29, 2021
Unilever Pakistan Foods Ltd	Pakistan	July 29, 2021
# of Companies that Boycott Israel	18	

Vendor Compliance Check List

Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

Federal Debarred Supplier List
State of Florida Debarred Supplier Lists
State of Florida List of Scrutinized Companies doing business with Iran and Sudan

The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.

Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.

A & C Contractors, Inc.	02/24/92	Fieldcrest International	10/23/91	Reddick Property Svcs/Broward Cty	02/21/95
A.J. McMasters	07/03/91	Florida Fire Apparatus Corp.	04/07/87	Reeves Equipment & Supply	06/29/04
A-1 Pied Piper Pest Control	10/25/99	FVL Contracting Co.	07/01/89	Richard Jones & Associates	05/12/95
Ace Lock and Security Supply	05/23/05	Gator Express	10/01/94	Roman Waterproofing	09/30/97
Action Trophies & Awards	05/26/92	George W. Murray Contractors	12/08/99	Rust Wizard Inc.	03/24/17
Agra-Cycle Corporation	11/06/01	Glo & Go Inc.	04/01/93	S H Marketing, Inc.	08/17/20
All County Plumbing Contractors, Inc.	07/08/20	Global Transmissions	09/10/92	S.T. Wicole Const. Corp.	05/06/91
All County Plumbing, Inc.	08/17/20	Globe Electric Company, Inc.	12/10/03	Saber Sales, Inc.	11/08/88
Alpha Construction Svces & Consulting Svces	08/11/20	Graphic Productions Co.	02/27/90	Saints-Enterprises II, LLC	12/15/20
Ammunition Reloaders	05/22/92	HDC Advertising, Inc.	05/06/03	Samantha L. List, P.A.	08/11/20
Ann Lipkowitz, Broker	08/21/92	Hegla Construction, Inc.	08/20/92	Screen Graphics	09/01/92
Atech Fire & Security, Inc.	10/10/03	Henze Services, Inc.	08/19/93	Semes Enterprises	01/03/92
Atlas Pen & Pencil Co.	12/26/90	H-Way Corporation	10/25/99	Shamus Corporation	06/29/04
Ben Kough & Associates	01/10/96	Infinite Distributors LLC	09/30/20	Sheerson Construction, Inc.	05/17/00
Bob's Towing	06/09/04	Intercoastal Marketing, LLC	12/15/20	Shiv Lingam Kirtan Mandali Inc.	08/06/20
BRC Construction Company, Inc.	12/14/05	J M List Services, LLC	08/11/20	SLL Consulting LLC	08/11/20
Broward Plumbing Specialists, Inc.	08/17/20	JJM List Services, LLC	08/11/20	Southeast Underground Utilities Corp.	12/12/17
Caribbean Air Surveys, Inc.	03/01/91	JM List, Incorporated	08/11/20	Southgate Const. & Realty	11/07/90
Central Florida Nurseries	08/16/91	John Rogers Corporation Company, Inc.	11/13/90	Spectrum Signal Co., Inc.	03/04/91
Central Press	04/17/95	Joyce Office ProductsKDG	01/05/94	Spirit Services Company, Inc.	12/13/00
Chemtel Supplies, Inc.	11/21/05	Land & Sea Construction	03/18/96	St. Andrew Industries, Inc.	06/16/95
Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services)	01/15/92	Lawn Wizard USA, Inc.	09/29/15	Statewide Transportation & Recovery Services	11/02/00
		Lawn Wizard USA, LLC	03/24/17	Termark Security Systems	06/03/99
Coastal Carting Ltd.	03/16/96	Mancini Builders	01/04/94	The Parts Connection	06/30/92
Coastal Industries USA, LLC (d/b/a Rust Wizard)	03/24/17	Marquee Enterprises, Inc.	06/08/07	Toilet Taxi Corp.	07/07/15
		Marsten/THG Modular Leasing	12/13/95	Total Connection	04/30/92
Coastal Utilities, Inc.	03/05/99	Major Computer, Inc.	10/28/91	Toussaint Landscaping	11/04/92
Compass Corp.	06/29/04	Med Sure Associates	05/05/97	Transglobal Marketing	12/28/92
Control Press	06/29/04	Moody Maintenance Products	04/06/06	Tropical Growers USA, Inc.	03/24/17
Cordes Door Co., Inc.	09/01/96	Nighthawk International Corp.	10/25/96	Truck City Body Corp.	12/01/96
Cox & Palmer Const. Corp.	03/14/89	OJS Systems, Inc.	12/22/14	Urban Organization, Inc.	03/05/99
Custom Design To A Tee	05/15/96	Omega Group, Inc.	10/30/97	Vees Supply, LLC	08/17/20
Degen's Lawn & Garden Inc.	11/04/11	Precision Detailing dba J M List Services	08/11/20	Venturi Supplies, Inc.	08/17/20
Digital Comm Inc.	05/16/11	Protective Service Int'l	03/01/91	VIMAC USA, Inc.	05/31/17
Dixie Lock & Supply Inc.	02/17/92	Public Safety Systems	03/04/91	Viravar, LLC	08/17/20
Eastern Elevator Service, Inc.	02/13/19	Puskadi Ltd.	11/07/90	Weiser Security Services	12/09/93
Federal Fence Co., Inc.	11/12/90	Quality Loan Service	03/07/91	Wildcat Wrecking Corp.	09/10/92
		Rahming Funeral Home	09/01/92	Woodcraft Custom Homes	06/06/88
		RC Aluminum Industries Inc.	06/20/14	Z & Z, Inc.	08/11/20

Vendor Compliance Check List

2023 FOREIGN PROFIT CORPORATION ANNUAL REPORT

FILED
Mar 01, 2023
Secretary of State
7862309969CC

DOCUMENT# F13000001319

Entity Name: TRINOVA, INC.

Current Principal Place of Business:

2401 DRANE FIELD ROAD
LAKELAND, FL 33811

Current Mailing Address:

4485 LAUGHLIN DR S
MOBILE, AL 36693 US

FEI Number: 63-0517031

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

WATSON, ROBERT V
2401 DRANE FIELD ROAD
LAKELAND, FL 33811 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P
Name	WATSON, ROBERT V
Address	8828 DAWES LAKE ROAD
City-State-Zip:	MOBILE AL 36619

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: ROBERT WATSON PRESIDENT 03/01/2023

Electronic Signature of Signing Officer/Director Detail — Date

Vendor Compliance Check List

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Atrinova, Inc.	Atrinova, Inc.	Open	01/17/2011		20 to 99	1	MD
TriNova, Inc		Open	02/17/2012		100 to 499	7	AL, FL, LA, NY, TN
TriNova, Inc.		Open	08/11/2023		100 to 499	8	AL, FL, LA, NY, PR, TN
TriNova, Inc.		Open	12/07/2019		100 to 499	8	AL, FL, LA, NY, PR, TN

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Utilities Department

DATE: December 12, 2023

SUBJECT: Motion to approve and authorize a purchase of new Single Turner Valve Maintenance Trailer for Utilities Department from E.H. WACHS, using National Purchasing Cooperative BuyBoard Contract 684-22 for Utility Equipment, in the amount not to exceed $84,130.39. - **Utilities**

CITY MANAGER RECOMMENDATION:
The City Manager recommends the approval and authorization for the purchase of new Single Turner Valve Maintenance Trailer for Utilities Department from E.H. WACHS, using National Purchasing Cooperative BuyBoard Contract 684-22 for Utility Equipment, in the amount not to exceed $84,130.39. Additionally, the City Manager suggests approving and authorizing a contingency in the amount not to exceed $5,000.00 to address unforeseen related expenses. Recognizing its importance in both water distribution and wastewater collection operations, the City commission have approved this trailer in the FY 2024 budget.

Section 2-258 (d) of the City Code allows procurement of supplies, services, or construction under a cooperative purchasing program with one or more governmental units.

BACKGROUND OF ITEM:
In order to maintain the city's utilities infrastructures at optimal efficiency, particularly when compared to time-consuming manual valve-exercising procedures, implementing a comprehensive automated valve-exercising program is imperative. A crucial component of this initiative is the acquisition and utilization of the Single Turner Valve Maintenance Trailer.

The city's utilities infrastructures, particularly the water and sewer systems, are fundamental to the well-being of our community. Efficient and well-maintained valves are essential for ensuring the seamless functioning of these infrastructures. Historically, the City’s valve maintenance program has relied on external services, resulting in potential delays and dependency on third-party schedules.

The purposeful design of the Turner Valve Maintenance Trailer aims to streamline valve maintenance processes. With advanced capabilities, such as updating the city's Geographic Information System (G.I.S) utilizing GPS controller/datalogger feature, it not only expedites valve operations but also reduces downtime and elevates the overall performance of our systems

compared to manual, time-consuming, and labor-intensive existing valve-exercising programs. This trailer serves as a versatile tool for utilities, aiding in the identification, cleaning, and exercising of valves within our system. This ensures efficient retrieval, particularly for buried valves, in emergencies. Additionally, the trailer functions as a pump and facilitates soft digs, offering a contingency solution when our soft-digging equipment is incapacitated, as currently observed with a broken pump. Looking ahead, there is potential for bringing valve exercising in-house, reducing dependence on outsourcing in the long term. The product warranty will extend for 12 months from the date of shipment.

ANALYSIS:
N/A

FISCAL IMPACT:
The requested purchase of valve maintenance trailer is an approved project in the FY 2024 budget. There is sufficient funding available in Water and Sewer Utility Fund.

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
450-910-564700-533	$95,000.00	$89,130.39	$5,869.61

ALTERNATIVES:
Considering the need for a valve-exercising program to maintain utilities infrastructures, an alternative solution involves exploring partnerships with local contractors or utility service providers that specialize in valve maintenance. Instead of investing in a dedicated Valve Maintenance Trailer, the city can establish contractual agreements with experienced service providers for periodic valve maintenance services. It is essential to acknowledge that this alternative may entail higher operating costs.

ATTACHMENTS:
1. National Purchasing Cooperative BuyBoard Contract 684-22.
2. National Purchasing Cooperative BuyBoard Contract 684-22 renewal.
3. National Purchasing Cooperative BuyBoard Contract 684-22 price list.
4. National Purchasing Cooperative BuyBoard Vendor Contract Information Summary.
5. E.H. WACHS quote.
6. Vendor compliance

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Purchasing	11/30/23 12:12 PM
Dodgen, Brandon	Assigned to Purchasing	COMPLETE: Forward to ...	12/07/23 10:05 AM
Allen, Tedra	Assigned to City Clerk	Route to Budget	12/07/23 04:22 PM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to ...	12/07/23 04:37 PM
	The fiscal impact section of this staff report is correct.		
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	12/07/23 04:40 PM
Allen, Tedra	END WORKFLOW - APPROVED		12/08/23 11:46 AM

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October 12, 2022

Sent Via Email: jswiatowy@ehwachs.com

E.H. Wachs a division of Illinois Tool Works, Inc.
E.H. Wachs
600 Knightsbridge Parkway
Lincolnshire, IL 60069

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 684-22, Ditching, Trenching, Debris/Scrap and Other Utility Equipment

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2022 through November 30, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 684-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,

Lana Rybaski, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

October 12, 2022

Sent Via Email: jswiatowy@ehwachs.com

E.H. Wachs a division of Illinois Tool Works, Inc.
E.H. Wachs
600 Knightsbridge Parkway
Lincolnshire, IL 60069

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 684-22, Ditching, Trenching, Debris/Scrap and Other Utility Equipment

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2022 through November 30, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 684-22 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at 800-695-2919.

Sincerely,

Lana Rybaski, Bid Analyst
Texas Association of School Boards, Inc., Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Ditching, Trenching, Debris/Scrap and Other Utility Equipment

Proposal Due Date/Opening Date and Time: June 16, 2022, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 684-22

Anticipated Cooperative Board Meeting Date: October 2022

Contract Term: December 1, 2022, through November 30, 2023, with two possible one-year renewals.

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

E.H. Wachs a division of Illinois Tool Works, Inc
Name of Proposing Company

05/05/22
Date

600 Knightsbridge Parkway
Street Address

Signature of Authorized Company Official

Lincolnshire, IL 60069
City, State, Zip

Jeff Swiatowy
Printed Name of Authorized Company Official

847-769-5101
Telephone Number of Authorized Company Official

Business Unit Manager
Position or Title of Authorized Company Official

Fax Number of Authorized Company Official

36-1258310
Federal ID Number

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PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial:

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5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

- ☒ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- ☐ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s):_____

_____

Initial: _____

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
☒ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

E.H. Wachs division of Illinois Tools Works, Inc.	600 Knightsbridge Parkway	
Company Name	Address	
Lincolnshire	IL	60069
City	State	Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☒ Yes ☐ No

Initial: 672

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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: 

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: _____

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: 675

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

BuyBoard accepted deviations.

☐ **No**; Deviations
☒ **Yes**; Deviations

List and fully explain any deviations you are submitting:

Termination for cause or convenience. We cannot comply with a customer to cancel a purchase order at any time due to the fact that each order is custom built and costs incurred specifically for each order beginning with receipt of order.

Initial:

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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

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EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☐ **YES**, I agree. ■ **NO**, I do not agree. **Initial:** 680

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3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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 contractor 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.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: 681

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6. Right to Inventions Made Under a Contract or Agreement:
If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient 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.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:
Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide 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 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:
Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must 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 USC 1352. Each tier must 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 non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

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10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:
Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

■ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: 683

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

E.H. Wachs a division of Illinois Tool Works, Inc.

Company Name

Signature of Authorized Company Official

Jeff Swiatowy, Businss Unit Manager

Printed Name and Title

05/05/22

Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: Illinois Tool Works, Inc

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ■ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Delaware

Federal Employer Identification Number: 36-1258310

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

E.H. Wachs; Wachs Utility Products

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Illinois Tool Works Inc.

2 Business name/disregarded entity name, if different from above

EH Wachs

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.

600 Knightsbridge Pkwy

Requester's name and address (optional)

6 City, state, and ZIP code

Lincolnshire, IL 60069

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

3	6	–	1	2	5	8	3	1	0

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 ▶** [signature] CONTROLLER **Date ▶** 1-10-2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $1,340,913.64. (The period of the 12-month period is 01/01/21 / 12/31/21). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	N		
4. Sourcewell (NJPA)	N		
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	N		
7. Choice Partners	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other	N		

☒ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 1.5% **Proposed Discount (%):** 1.5%

Explanation: _____

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of Cocoa, FL	Chris Collier	407-616-1921	ccollier@cocoafl.org	0%	Net 30
2.	Niagara Falls Water	Bill Wright	716-283-9770	bwright@nfwb.org	0%	Net 30
3.	Chelmsford Water District	Rick Tansino	978-256-2931	rick@chelmsfordwater.com	0%	Net 30
4.	City of Corpus Christie	Isaac Benavides	361-815-9072	isaac@cctexas.com	0%	Net 30
5.	North Richland Hills	Kenneth Garvin	817-427-6452	kgarvin@nrhtx.com	0%	Net 30

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

WACHS Utility Products
The Valve Maintenance Experts™
turnvalves.com
600 KNIGHTSBRIDGE PARKWAY | LINCOLNSHIRE, IL 60069
(847) 537-8800 | F: (847) 520 1147

Wachs Utility Products is the leading manufacturer of water valve maintenance systems and advanced pipe cutting solutions. Headquartered in Lincolnshire, IL and part of E.H. Wachs, a Division of ITW (or Illinois Tool Works). ITW is a Fortune 200 company with operations in 58 countries and 45,000 employees worldwide. Benefiting from ITW's strong leadership, financial strength and global engineering, sales, and product resources, the municipalities and the water organizations Wachs serve benefit as well, knowing their investments in our valve maintenance equipment will be supported and enhanced in the years to come.

A vital task in maintaining water infrastructure is turning, operating, or exercising valves – different words describing the process of cycling a valve to prevent sticking or freezing caused by debris or tuberculation. Wachs valve exercisers and maintenance systems range of products to aid in this task include handheld exercisers, VMT Valve Maintenance Trailers, VMS Valve Maintenance Skids, all the way up to our dedicated Valve Maintenance Truck.

Saves Money
With a Wachs valve maintenance system, even small to midsize organizations can implement suggested or mandated procedures for water infrastructure maintenance. Our equipment makes your staff more productive, while saving you expensive outsourcing. In addition, a valve maintenance program saves money by minimizing expensive valve replacement and service outage related costs down the road.

Wachs offers a wide range of equipment to suit any municipal need and budget, from the simplest handheld valve exercisers up to a custom-built valve maintenance truck. With Wachs Utility Products you can start small, knowing our equipment is designed to grow with you as your needs grow.

Tools for Professionals
Fully optioned trailer and skid-mounted systems are top sellers; however, major individual components such as the handheld Pow-R-Drive 2, TM-7 and ERV-750 valve exercisers are available separately. Other products include pipe cutting Diamond Wire Guillotine saws, HPU units, breaker bars and hydraulically powered pumps, plus other valve related accessories including the unique Valve Nut Rx system.

Wachs valve exercisers can be controlled manually, or via our advanced TC-100 ruggedized tablet running our powerful VITALS software, operated either tethered or remotely via Bluetooth. With our culture of continual product improvements, updates to our VITALS® software allow ever greater compatibility and functionality from our equipment.

Wachs Utility Products are individually hand assembled and tested, allowing us to offer a wide range of options to fit your exact requirements. Our dedicated sales staff, partnering with established dealers in select locales, fully support our equipment from initial specifications, in-servicing, training, maintenance, spares, and upgrades. For additional information on all Wachs products visit www.turnvalves.com.

Wachs Utility Products®
600 Knightsbridge Parkway
Lincolnshire, IL 60069
(847) 537-8800
www.turnvalves.com

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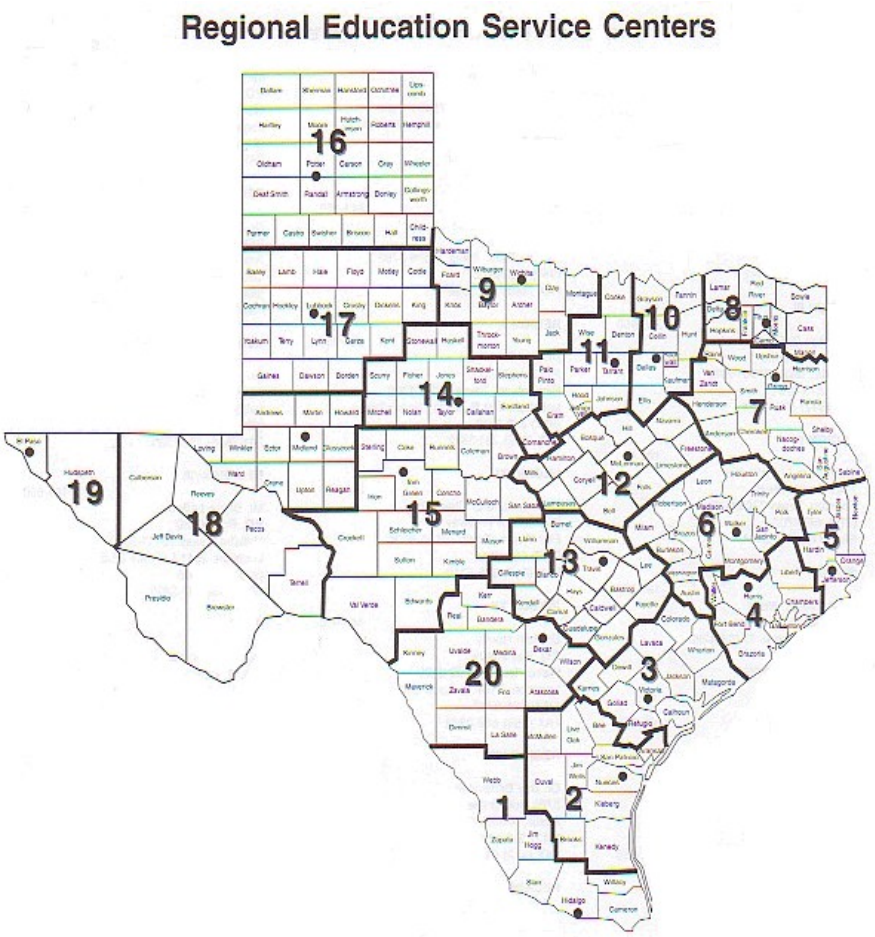
TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

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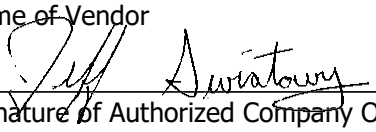
7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

E.H. Wachs division of Illinois Tool Works, Inc.	684-22
Name of Vendor	Proposal Invitation Number
	Jeff Swiatowy
Signature of Authorized Company Official	Printed Name of Authorized Company Official

5/5/22

Date

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)
none		

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

E.H. Wachs was founded in 1883 and then was purchased by Illinois Tool Works, Inc. in 2009 (dba E.H. Wachs, Wachs Utility Products)

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

E.H. Wachs has a full staff for the Utility division that includes Engineering department, Marketing department, Operations department, including quality control and purchasing. Wachs has (11) outside sales representatives, (2) inside sales/technical representatives and several regional rental service facilities to support customers throughout the US.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

Wachs Utility Products has (11) Regional Sales Representatives that manage & service designated territories to demonstrate & support customers on equipment. We participate and exhibit at national and regional trade shows (AWWA, WEF & NRWA) informing customers of our new equipment, technology updates, industry trends, operator safety and schedule on-site demonstrations.

Wachs has a company website complete with product information, datasheets, bid spec sheets, how to orientation videos and company information & policies. We regularly send customer eblasts, utilize Google Display Network, print & digital advertising informing the market of product benefits and industry safety. If awarded the contract, Wachs will send an electronic announcement to our mailing list informing and educating the market the benefits and ease of use of purchasing through the BuyBoard Cooperative.

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4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Illinois Tool Works, Inc. (NYSE: ITW) is a fortune 500 global multi-industrial manufacturing leader with revenue totaling $14.5 billion in 2021, a 14.9% increase over 2020.

ITW has approximately 50,000 employees globally. The company's financial strength is very strong void of bankrupcies, receivership or insolvency. ITW's insurance is held by Zurich. (see attached Memorandum of Insurance)

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

E.H. Wachs none

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

E.H. Wachs none

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

E.H. Wachs none

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: E.H. Wachs, a division of Illinois Tool Works, Inc.

Jeff Swiatowy

Signature of Vendor Authorized Representative

Printed Name: Jeff Swiatowy

Title: Business Unit Manager

Date: 5/5/22

(*For Cooperative Administrator Use Only)*

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Boycott Verification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Manufacturer Dealer Designation**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☒ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☒ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and* **Manufacturer Authorization Letters** *shall be submitted with the Proposal or the Proposal will not be considered.*

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PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Section I: Ditching, Trenching and Utility Equipment (Environmental Products)-PURCHASE ONLY

1. Discount (%) off catalog/pricelist for **Brush Chippers, Accessories and Attachments.**
2. Discount (%) off catalog/pricelist for **Horizontal Grinders, Accessories and Attachments.**
3. Discount (%) off catalog/pricelist for **Stump Cutters, Accessories and Attachments.**
4. Discount (%) off catalog/pricelist for **Tub Grinders, Accessories and Attachments.**
5. Discount (%) off catalog/pricelist for **Tree Spades, Accessories and Supplies.**
6. Discount (%) off catalog/pricelist for **Tree Care Accessories and Supplies.**

Section II: Ditching, Trenching and Utility Equipment (Trenching/Plowing Products)-PURCHASE ONLY

7. Discount (%) off catalog/pricelist for **Concrete Cutters, Accessories and Attachments.**
8. Discount (%) off catalog/pricelist for **Hydrostatic Trenching Equipment, Accessories and Attachments.**
9. Discount (%) off catalog/pricelist for **Hydrostatic Rock Trenching Equipment, Accessories and Attachments.**
10. Discount (%) off catalog/pricelist for **Hydrostatic Trench Compactors, Accessories and Attachments.**
11. Discount (%) off catalog/pricelist for **Offset Trenchers, Accessories and Attachments.**
12. Discount (%) off catalog/pricelist for **Vibratory Plows, Accessories and Attachments.**

Section III: Ditching, Trenching and Utility Equipment (Trenchless Products)-PURCHASE ONLY

13. Discount (%) off catalog/pricelist for **Fluid Mixing Systems, Accessories and Attachments.**
14. Discount (%) off catalog/pricelist for **Hammerhead Mole Tools, Accessories and Attachments.**
15. Discount (%) off catalog/pricelist for **Horizontal/Directional Boring/Drilling Systems, Accessories and Attachments.**
16. Discount (%) off catalog/pricelist for **Pipe Bursting Equipment, Accessories and Attachments.**
17. Discount (%) off catalog/pricelist for **Trench Compactors, Accessories and Attachments.**
18. Discount (%) off catalog/pricelist for **Vacuum Excavation Systems, Accessories and Attachments.**

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19. Discount (%) off catalog/pricelist for **All Other Ditching, Trenching and Utility Equipment, Accessories and Attachments.**
20. Discount (%) off catalog/pricelist for **Repair Parts on All Types Ditching, Trenching, and Utility Equipment.**

Section IV: Ditching, Trenching and Utility Equipment-RENTAL ONLY (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered).

21. Discount (%) off catalog/pricelist for **RENTAL of All Types of Ditching, Trenching and Utility Equipment, Accessories and Attachments.**

Section V: Ditching, Trenching and Utility Equipment (Pre-Owned/Reconditioned/Retired Rental)-**PURCHASE ONLY**

22. Discount (%) off catalog/pricelist for **All Types of Pre-Owned/Reconditioned/Retired Rental Ditching, Trenching and Utility Equipment, Accessories and Attachments.**

Section VI: Debris/Scrap Processing Equipment-PURCHASE ONLY

23. Discount (%) off catalog/pricelist for **Demolition Equipment, Accessories and Attachments.**
24. Discount (%) off catalog/pricelist for **Disaster Equipment, Accessories and Attachments.**
25. Discount (%) off catalog/pricelist for **Landfill/Recycling Equipment, Accessories and Attachments.**
26. Discount (%) off catalog/pricelist for **Site and Right of Way Clearance Equipment, Accessories and Attachments.**
27. Discount (%) off catalog/pricelist for **All Other Debris/Scrap Processing Equipment, Accessories and Attachments.**
28. Discount (%) off catalog/pricelist for **Repair Parts on Debris/Scrap Processing Equipment, Accessories and Attachments.**

Section VII: Debris/Scrap Processing Equipment-RENTAL ONLY (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered).

29. Discount (%) off catalog/pricelist for **RENTAL of All Types of Debris/Scrap Processing Equipment, Accessories and Attachments.**

Section VIII: Debris/Scrap Processing Equipment (Pre-Owned/Reconditioned/Retired Rental)-**PURCHASE ONLY**

30. Discount (%) off catalog/pricelist for **All Types of Pre-Owned/Reconditioned/Retired Rental Debris/Scrap Processing Equipment, Accessories and Attachments.**

Section IX: Installation and Repair Service

31. Discount (%) off catalog/pricelist for **Maintenance Services** (monthly, quarterly, and/or yearly) of **Ditching, Trenching, Utility, and Debris/Scrap Processing Equipment**.
32. **Hourly Labor Rate for Installation/Repair Service of Ditching, Trenching and Utility Equipment**-Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
33. **Hourly Labor Rate for Installation/Repair Service of Debris/Scrap Processing Equipment**-Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

E.H. WACHS®

A Division of ITW

The Valve Maintenance Experts turnvalves.com

Utility Products Division
600 Knightsbridge Parkway I Lincolnshire, Illinois 60069
T: +1.815.943.4785 I F: +1.815.943.5098
866.392.1060

6/08/22

Re: E.H. Wachs Valve Maintenance Tools

To whom it may concern,

The E.H. Wachs Company is the original equipment manufacturer of all products manufactured under its brand name and registered trademarks. Many of E.H Wachs products are so unique that they are protected under multiple U.S. trade protections, specifically related to valve exercising machinery.

E.H. Wachs controls the distribution of their products through a team of factory direct salesmen, localized market dealers and select resellers. BuyBoard Purchasing Cooperative is an authorized agent for many of the products manufactured under the Wachs brand name and registered trademarks.

Please don't hesitate to contact me at your convenience if we may be of any further assistance to you.

Yours Very Truly,

Jeff Swiatowy

Jeff Swiatowy
Business Unit Manager
E.H. Wachs
Utility Products Division
(847) 537-8800

E.H. WACHS®

A Division of ITW

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T: +1.815.943.4785 I F: +1.815.943.5098
866.392.1060

6/08/22

Re: E.H. Wachs Valve Maintenance Tools

To whom it may concern,

As instructed by response from bids@buyboard.com we are noting that E.H. Wachs, Wachs Utility Products pricing discount should be 1.5%. The Line Items tab would not let us enter that percentage, it kept rounding to the next full-higher number. Therefore, we entered all pricing discounts in that tab at 1%. Please note it should be 1.5% for all items.

If you have any questions, please don't hesitate to contact any of the following individuals:
Ken Redding (kredding@ehwachs.com)
Sherri Lydon (slydon@ehwachs.com)
Jeff Swiatowy (jswiatowy@ehwachs.com)

Yours Very Truly,

Jeff Swiatowy
Business Unit Manager
E.H. Wachs
Utility Products Division
(847) 537-8800

E.H. Wachs Information

Address: 600 Knights Bridge Pkwy
Lincolnshire, IL 60069
Phone: (847) 484-2635
Fax: (847) 520-1147

By submitting your response, you certify that you are authorized to represent and bind your company.

ken Redding
Signature

kredding@ehwachs.com
Email

Submitted at 6/10/2022 9:34:09 AM

Requested Attachments

BuyBoard Proposal Invitation No. 684-22 Ditching, Trenching, Debris/Scrap and Other Utility Equipment

Proposal-No-684-22.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Company Profile

Wachs Company Profile_05_2022.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Catalog/Pricelist

Buyboard pricelist.xlsx

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

Wachs-Utility Buyboard Discount Price Note.pdf

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

W-9 form 1-10-22.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Manufacturer Authorization Letter(s)

Wachs-Utility Buyboard Agent Letter.pdf

REQUIRED - Upload Manufacturer Authorization Letter(s)in PDF format. Manufacturers responding to this proposal invitation, in lieu of an authorization letter, must submit a response on company letterhead explaining that the company is a manufacturer of products proposed. Dealers responding to this Proposal Invitation should submit an approval letter from each manufacturer or a response on company letterhead explaining that the company is not required to submit an authorization letter.

Response Attachments

2021-Annual-Report.pdf

2021 Annual Report

2022 MOI.pdf

2022 Memorandum of Insurance

Letter Regarding the MOI.pdf

MOI letter and link

Bid Attributes

1 Federal Identification Number

Federal Identification Number

36-1258310

2 HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 **MWBE/HUB Status Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 **Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business (Yes)*

7 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business (Yes)*

8 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business (Yes)*

9 **Certification Number**

Certification Number

No response

10 **Name of Certifying Agency**

Certifying Agency

No response

11 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☑ Non-HUB (Yes)

12 **Vendor General Contact Information**

Proposal/Contract General Contact Information

13 **Vendor Proposal/Contract Contact Name**

Vendor Proposal/Contract Contact Name

E.H. Wachs a division of Illinois Tool Works, Inc , Jeff Swiatowy

14 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

jswiatowy@ehwachs.com

15 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

600 Knightsbridge Parkway

16 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Lincolnshire

17 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

IL

18 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

60069

19 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

847-769-5101

20 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

21 **Company Website**

Company Website (www.XXXXX.com)

turnvalves.com

22 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

23 **Purchase Order E-mail Address**

Purchase Order E-mail Address

kredding@ehwachs.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Ken Redding

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

847-537-8800

26 Purchase Order Contact Extension Number

Purchase Order Contact Extension Number

No response

27 Alternate Purchase Order E-mail Address

Alternate Purchase Order E-mail Address

nloe@ehwachs.com

28 Alternate Purchase Order Contact Name

Alternate Purchase Order Contact Name

Nick Loe

29 Alternate Purchase Order Contact Phone Number

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

847-484-2552

30 Alternate Purchase Order Contact Extension Number

Alternate Purchase Order Contact Extension Number

No response

31 Purchase Orders Contact Information

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

No

32 Request for Quotes (â€œRFQâ€)

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 Request for Quote (RFQ) E-mail Address

Request for Quote (RFQ) E-mail Address

kredding@ehwachs.com

34 Request for Quote (RFQ) Contact Name

Request for Quote (RFQ) Contact Name

Ken Redding

35 Request for Quote (RFQ) Contact Phone Number

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

847-484-2773

36 Request for Quote (RFQ) Contact Extension Number

Request for Quote (RFQ) Contact Extension Number

No response

37 Alternate Request for Quote (RFQ) E-mail Address

Alternate Request for Quote (RFQ) E-mail Address

nloe@ehwachs.com

38 Alternate Request for Quote (RFQ) Contact Name

Alternate Request for Quote (RFQ) Contact Name

Nick Loe

39 Alternate Request for Quote (RFQ) Contact Phone Number

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

847-484-2552

40 Alternate Request for Quote (RFQ) Contact Extension Number

Alternate Request for Quote (RFQ) Contact Extension Number

No response

41 Invoices

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

42 Invoices

Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

43 Invoice Company Name

Invoice Company Name

E.H. Wachs a division of Illinois Tool Works, Inc

44 Invoice Company Department Name

Invoice Company Department Name

Accounting

45 **Invoice Contact Name**

Invoice Contact Name

Jeff Swiatowy

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

600 Knightsbridge Parkway

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Lincolnshire

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

IL

49 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

60069

50 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

847-769-5101

51 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

52 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

53 **Invoice Contact E-mail Address**

Invoice Contact E-mail

jswiatowy@ehwachs.com

54 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

kredding@ehwachs.com

55 **Billing Agent Company Name**

Billing Agent Company Name

No response

56 **Billing Agent Department Name**

Billing Agent Department Name

No response

57 **Billing Agent Contact Name**

Billing Agent Contact Name

No response

58 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

59 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

64 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

66 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Prepaid and Add to Invoice

68 Payment Terms

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30 days

69 Vendor's Internal/Assigned Reference/Quote Number

Vendor's Internal/Assigned Reference/Quote Number

KR176930

70 State or Attach Return Policy

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

Returns must be pre-approved in writing by Seller. Products must be unused and in resalable condition. 15% restocking fee and freight charges apply.

71 Electronic Payments

Are electronic payments acceptable to your company?

Yes

72 Credit Card Payments

Are credit card payments acceptable to your company?

Yes

73 Texas Regional Service Designation

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 Company Name

Company Name

E.H. Wachs

75 Texas Regional Service Designation

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

All Regions

76	**Region 1** Region 1 - Edinburg ☐ *Region 1 (1)*
77	**Region 2** Region 2 - Corpus Christi ☐ *Region 2 (2)*
78	**Region 3** Region 3 - Victoria ☐ *Region 3 (3)*
79	**Region 4** Region 4 - Houston ☐ *Region 4 (4)*
80	**Region 5** Region 5 - Beaumont ☐ *Region 5 (5)*
81	**Region 6** Region 6 - Huntsville ☐ *Region 6 (6)*
82	**Region 7** Region 7 - Kilgore ☐ *Region 7 (7)*
83	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8 (8)*
84	**Region 9** Region 9 - Wichita Falls ☐ *Region 9 (9)*
85	**Region 10** Region 10 - Richardson ☐ *Region 10 (10)*
86	**Region 11** Region 11 - Fort Worth ☐ *Region 11 (11)*
87	**Region 12** Region 12 - Waco ☐ *Region 12 (12)*

88 **Region 13**

Region 13 - Austin

☐ *Region 13 (13)*

89 **Region 14**

Region 14 - Abilene

☐ *Region 14 (14)*

90 **Region 15**

Region 15 - San Angelo

☐ *Region 15 (15)*

91 **Region 16**

Region 16 - Amarillo

☐ *Region 16 (16)*

92 **Region 17**

Region 17 - Lubbock

☐ *Region 17 (17)*

93 **Region 18**

Region 18 - Midland

☐ *Region 18 (18)*

94 **Region 19**

Region 19 - El Paso

☐ *Region 19 (19)*

95 **Region 20**

Region 20 - San Antonio

☐ *Region 20 (20)*

96 **State Service Designation**

State Service Designation - Refer to Form in Proposal Invitation.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

97 **Company Name**

Company Name

E.H. Wachs

98 **State Service Designation**

Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.

All States

99 **Alabama**

Alabama

☐ *Alabama (AL)*

100 **Alaska**

Alaska

☐ *Alaska (AK)*

101 **Arizona**

Arizona

☐ *Arizona (AZ)*

102 **Arkansas**

Arkansas

☐ *Arkansas (AR)*

103 **California**

California (Public Contract Code 20118 & 20652)

☐ *California (CA)*

104 **Colorado**

Colorado

☐ *Colorado (CO)*

105 **Connecticut**

Connecticut

☐ *Connecticut (CT)*

106 **Delaware**

Delaware

☐ *Delaware (DE)*

107 **District of Columbia**

District of Columbia

☐ *District of Columbia (DC)*

108 **Florida**

Florida

☐ *Florida (FL)*

109	**Georgia** Georgia ☐ *Georgia (GA)*
110	**Hawaii** Hawaii ☐ *Hawaii (HI)*
111	**Idaho** Idaho ☐ *Idaho (ID)*
112	**Illinois** Illinois ☐ *Illinois (IL)*
113	**Indiana** Indiana ☐ *Indiana (IN)*
114	**Iowa** Iowa ☐ *Iowa (IA)*
115	**Kansas** Kansas ☐ *Kansas (KS)*
116	**Kentucky** Kentucky ☐ *Kentucky (KY)*
117	**Louisiana** Louisiana ☐ *Louisiana (LA)*
118	**Maine** Maine ☐ *Maine (ME)*
119	**Maryland** Maryland ☐ *Maryland (ME)*
120	**Massachusetts** Massachusetts ☐ *Massachusetts (MA)*

121	**Michigan** Michigan ☐ *Michigan (MI)*
122	**Minnesota** Minnesota ☐ *Minnesota (MN)*
123	**Mississippi** Mississippi ☐ *Mississippi (MS)*
124	**Missouri** Missouri ☐ *Missouri (MO)*
125	**Montana** Montana ☐ *Montana (MT)*
126	**Nebraska** Nebraska ☐ *Nebraska (NE)*
127	**Nevada** Nevada ☐ *Nevada (NV)*
128	**New Hampshire** New Hampshire ☐ *New Hampshire (NH)*
129	**New Jersey** New Jersey ☐ *New Jersey (NJ)*
130	**New Mexico** New Mexico ☐ *New Mexico (NM)*
131	**New York** New York ☐ *New York (NY)*
132	**North Carolina** North Carolina ☐ *North Carolina (NC)*

133 **North Dakota**
North Dakota
☐ *North Dakota (ND)*

134 **Ohio**
Ohio
☐ *Ohio (OH)*

135 **Oklahoma**
Oklahoma
☐ *Oklahoma (OK)*

136 **Oregon**
Oregon
☐ *Oregon (OR)*

137 **Pennsylvania**
Pennsylvania
☐ *Pennsylvania (PA)*

138 **Rhode Island**
Rhode Island
☐ *Rhode Island (RI)*

139 **South Carolina**
South Carolina
☐ *South Carolina (SC)*

140 **South Dakota**
South Dakota
☐ *South Dakota (SD)*

141 **Tennessee**
Tennessee
☐ *Tennessee (TN)*

142 **Texas**
Texas
☐ *Texas (TX)*

143 **Utah**
Utah
☐ *Utah (UT)*

144 **Vermont**
Vermont
☐ *Vermont (VT)*

145	**Virginia** Virginia ☐ *Virginia (VA)*
146	**Washington** Washington ☐ *Washington (WA)*
147	**West Virginia** West Virginia ☐ *West Virginia (WV)*
148	**Wisconsin** Wisconsin ☐ *Wisconsin (WI)*
149	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

1 **Section I: Ditching, Trenching and Utility Equipment (Environmental Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Brush Chippers, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter

from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Grand LX (Diesel) - VMT

2 **Section I: Ditching, Trenching and Utility Equipment (Environmental Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Horizontal Grinders, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit

the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Grand LX (Gas) - VMT

3 **Section I: Ditching, Trenching and Utility Equipment (Environmental Product.) PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Stump Cutters, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days

against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Standard LX (Diesel) – VMT

4 **Section I: Ditching, Trenching and Utility Equipment (Environmental Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Tub Grinders, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/ equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Standard LX (Gas) – VMT

5 **Section I: Ditching, Trenching and Utility Equipment (Environmental Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Tree Spades, Accessories and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or

catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Compact LX (Gas) – VMT

6 **Section I: Ditching, Trenching and Utility Equipment (Environmental Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Tree Care Accessories and Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Standard LX (Diesel) – VMS

7 **Section II: Ditching, Trenching and Utility Equipment (Trenching/Plowing Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Concrete Cutters, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Standard LX (Gas) – VMS

8 **Section II: Ditching, Trenching and Utility Equipment (Trenching/Plowing Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Hydrostatic Trenching Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

TM-7 HD Plus

9 **Section II: Ditching, Trenching and Utility Equipment (Trenching/Plowing Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Hydrostatic Rock Trenching Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

ERV-750 Valve Operator

10 **Section II: Ditching, Trenching and Utility Equipment (Trenching/Plowing Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Hydrostatic Trench Compactors, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total

equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Telescopic Valve Key

11 **Section II: Ditching, Trenching and Utility Equipment (Trenching/Plowing Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Offset Trenchers, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufactu
Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Short Telescopic Valve Key

12 **Section II: Ditching, Trenching and Utility Equipment (Trenching/Plowing Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Vibratory Plows, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Standard Duty TM-7 Plus

13 **Section III: Ditching, Trenching and Utility Equipment (Trenchless Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Fluid Mixing Systems, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Heavy Duty TM-7 Plus

14 **Section III: Ditching, Trenching and Utility Equipment (Trenchless Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Hammerhead Mole Tools, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

TC-100 Controller

15 **Section III: Ditching, Trenching and Utility Equipment (Trenchless Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Horizontal/Directional Boring/Drilling Systems, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Trimble R2 GNSS GPS

16 **Section III: Ditching, Trenching and Utility Equipment (Trenchless Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Pipe Bursting Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

16 HP Gas hydraulic power unit

17 **Section III: Ditching, Trenching and Utility Equipment (Trenchless Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Trench Compactors, Accessories and Attachments Catalog/Pricelist** MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total

equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

18 H.P. Gas

18

Section III: Ditching, Trenching and Utility Equipment (Trenchless Products)-PURCHASE ONLY

Discount (%) off catalog/pricelist for **Vacuum Excavation Systems, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufactu
Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

45' X 1/2" Hydraulic Hose

19 **Section III: Ditching, Trenching and Utility Equipment (Trenchless Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **All Other Ditching, Trenching and Utility Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manuf[illegible] service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

ERV-750 Hose Kit

20 **Section III: Ditching, Trenching and Utility Equipment (Trenchless Products)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Repair Parts on All Types Ditching, Trenching, and Utility Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Trav-L-Vac 300

21

Section IV: Ditching, Trenching and Utility Equipment-RENTAL ONLY (Rental Rate Sheet must be submitted with

Proposal or Proposal will not be considered).

Discount (%) off catalog/pricelist for **RENTAL of All Types of Ditching, Trenching and Utility Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ball Trailer Kit

22 Section V: Ditching, Trenching and Utility Equipment (Pre-Owned/Reconditioned/Retired Rental)-PURCHASE ONLY

Discount (%) off catalog/pricelist for **All Types of Pre-Owned/Reconditioned/Retired Rental Ditching,**

Trenching and Utility Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Pintle Trailer Kit

23 **Section VI: Debris/Scrap Processing Equipment-PURCHASE ONLY** (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered).

Discount (%) off catalog/pricelist for **Demolition Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufa**
be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Valve Nut Rx

24 **Section VI: Debris/Scrap Processing Equipment-PURCHASE ONLY** (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered).

Discount (%) off catalog/pricelist for **Disaster Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer aut and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

208 Diamond Wire Saw

25 **Section VI: Debris/Scrap Processing Equipment-PURCHASE ONLY** (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered).

Discount (%) off catalog/pricelist for **Landfill/Recycling Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter

from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

416 Diamond Wire Saw

26 **Section VI: Debris/Scrap Processing Equipment-PURCHASE ONLY** (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered).

Discount (%) off catalog/pricelist for **Site and Right of Way Clearance Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

High Speed VitalsP/2 Electric

27 **Section VI: Debris/Scrap Processing Equipment-PURCHASE ONLY** (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered).

Discount (%) off catalog/pricelist for **All Other Debris/Scrap Processing Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one [illegible] against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

High Torque VitalsP/2 Electric

28 **Section VI: Debris/Scrap Processing Equipment-PURCHASE ONLY** (Rental Rate Sheet must be submitted with Proposal or Proposal will not be considered).

Discount (%) off catalog/pricelist for **Repair Parts on Debris/Scrap Processing Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

High Torque P/2 Electric

29 **Section VII: Debris/Scrap Processing Equipment-RENTAL ONLY**

Discount (%) off catalog/pricelist for **RENTAL of All Types of Debris/Scrap Processing Equipment, Accessories and Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed

- Vendor's must list one specific percentage discount for each manu
  catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

High Torque P/2 Hydraulic

30 **Section VIII: Debris/Scrap Processing Equipment (Pre-Owned/Reconditioned/Retired Rental)-PURCHASE ONLY**

Discount (%) off catalog/pricelist for **All Types of Pre-Owned/Reconditioned/Retired Rental Debris/Scrap**

Processing Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

High Speed P/2 Electric

31

Section IX: Installation and Repair Service

Discount (%) off catalog/pricelist for **Maintenance Services** (monthly, quarterly, and/or yearly) **of Ditching, Trenching, Utility, and Debris/Scrap Processing Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental"

equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the

brand submitted and must submit an approval letter from each manufactu
Manufacturer authorization

letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined

as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older

than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in

good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from

workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as

displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of

seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

High Speed P/2 Hydraulic

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32 **Section IX: Installation and Repair Service - Hourly Labor Rate for Installation/Repair Service of Ditching, Trenching and Utility Equipment** -- Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products**.**

Quantity: 1 UOM: Hourly Labor Rate Price: $165.00 Total: $165.00

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33 **Section IX: Installation and Repair Service - Hourly Labor Rate for Installation/Repair Service of Debris/Scrap Processing Equipment** -- Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $165.00 Total: $165.00

Response Total: $330.00

MEMORANDUM OF INSURANCE | 10-May-2022

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=367. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER	COMPANIES AFFORDING COVERAGE
Marsh USA Inc. ("Marsh")	Co. A ZURICH AMERICAN INSURANCE COMPANY
INSURED ILLINOIS TOOL WORKS INC. 155 Harlem Avenue Glenview Illinois 60025 United States	Co. B AMERICAN ZURICH INSURANCE COMPANY Co. C Co. D Co. E Co. F

COVERAGES

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 MEMORANDUM 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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS (LIMITS IN USD UNLESS OTHERWISE INDICATED)
A	**GENERAL LIABILITY** Commercial General Liability Occurrence	*GLO 9373453-18(US)	01-Nov-2021	01-Nov-2022	GENERAL AGGREGATE: USD $9,000,000 PRODUCTS - COMP/OP AGG: PERSONAL AND ADV INJURY: USD $2,000,000 EACH OCCURRENCE: USD $9,000,000 FIRE DAMAGE (ANY ONE FIRE): USD $500,000 MED EXP (ANY ONE PERSON): USD $10,000
A	**AUTOMOBILE LIABILITY** Any Auto Garage Keepers Liability	BAP 9373447-18 (AOS)	01-Nov-2021	01-Nov-2022	COMBINED SINGLE LIMIT: USD $10,000,000 BODILY INJURY (PER PERSON): BODILY INJURY (PER ACCIDENT): PROPERTY DAMAGE:
	EXCESS LIABILITY				EACH OCCURENCE: AGGREGATE:
B A	**WORKERS COMPENSATION / EMPLOYERS LIABILITY** THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	WC 9373451-19(AOS Ded) WC 9373452-19(Retro - WI)	01-Nov-2021 01-Nov-2021	01-Nov-2022 01-Nov-2022	WORKERS COMP LIMITS: Statutory EL EACH ACCIDENT: USD $2,000,000 EL DISEASE - POLICY LIMIT: USD $2,000,000 EL DISEASE - EACH EMPLOYEE: USD $2,000,000
A	Products	GLO 7296421-01	01-Nov-2021	01-Nov-2022	Products Comp/Op Agg/Occur: USD $16,500,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.

MEMORANDUM OF INSURANCE	**DATE** 10-May-2022

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=367. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER	**INSURED**
Marsh USA Inc. ("Marsh")	ILLINOIS TOOL WORKS INC. 155 Harlem Avenue Glenview Illinois 60025 United States

ADDITIONAL INFORMATION

*GENERAL LIABILITY SUBJECT $1,000,000 SIR

AUTOMOBILE PHYSICAL DAMAGE - USD $500,000 COMP & COLL. DEDUCTIBLE

ILLINOIS TOOL WORKS INC. INCLUDING ITS BUSINESS UNITS LISTED BELOW:

ANCHOR FASTENERS
ATLANTIC MILLS
AVERY-WEIGH-TRONIX
BAXTER MANUFACTURING
BEDFORD WIRE
BEE LEITZKE
BERNARD WELDING COMPONENTS
BRANDS
BROOKS INSTRUMENT
BUEHLER INTERNATIONAL
BUILDEX
CALIFORNIA INDUSTRIAL PRODUCTS
CELESTE
CFC INTERNATIONAL
CHEMTRONICS
CIP FASTENERS
CODING PRODUCTS
COEUR, INC.
COVID SECURITY GROUP
CRIMSCO
DAE LIM USA
DAHTI SEATING
DELPRO
DELTAR BODY & INTERIOR
DELTAR FUEL SYSTEMS
DELTAR SEAT COMPONENTS
DESPATCH INDUSTRIES

DIAGRAPH - LABEL GROUP
DIAGRAPH - MARKING & CODING
DIAGRAPH - MSP
DRAWFORM
DYNATEC
E.H. WACHS COMPANY
ELECTRO STATIC TECHNOLOGY
ENVOPAK US
F G EVERCOAT U S
FASTEX DISTRIBUTION
FASTEX OEM & APPLIANCE
FILTERTEK
FILTRATION PRODUCTS
FLUIDS NORTH AMERICA
GAYLORD INDUSTRIES
GSE HOLDINGS INC
HARTNESS INTERNATIONAL
HEARTLAND COMPONENTS US
HI-CONE
HOBART SERVICE - DOES NOT INCLUDE INDEPENDENT CONTRACTORS D/B/A HOBART SALES & SERVICE
HOBART ALUMINUM
HOBART BAKERY SYSTEMS
HOBART BROTHERS
HWA MEIR
INSTRON
ITW APPLIANCE COMPONENTS
ITW BUILDING COMPONENTS GROUP INC.
ITW COMMERCIAL CONSTRUCTION NORTH AMERICA
ITW COMMERCIAL CONSTRUCTION NORTH AMERICA -PNA
ITW CONSTRUCTION SERVICE & PARTS
ITW CONSUMER DEVCON/VERSACHEM
ITW DELTAR FASTENERS / ITW NEXUS
ITW EAE
ITW ENGINEERED FASTENERS & COMPONENTS
ITW ENGINEERED POLYMERS
ITW FOILS U S
ITW FOOD EQUIPMENT GROUP LLC/Hobart Service
ITW GLOBAL BRANDS
ITW GLOBAL TIRE REPAIR INC.
ITW GRAPHICS
ITW GRK
ITW GSE Americas
ITW GSE Holdings
ITW LABELS
ITW NEXUS
ITW PERFORMANCE POLYMERS
ITW POLYMERS ADHESIVES NORTH AMERICA
ITW POLYMERS COATING NORTH AMERICA
ITW POLYMERS SEALANTS NORTH AMERICA
ITW POWERTRAIN FASTENERS
ITW PRO BRANDS
ITW PROFESSIONAL AUTOMOTIVE PRODUCTS
ITW WINDGROUP
JETLINE ENGINEERING
KAIRAK
LOCK INSPECTION SYSTEMS INC.
LOMA SYSTEMS
LUMEX
M&C SPECIALTIES
MAGNAFLUX

MILLER ELECTRIC MFG. CO.
MILLER TIG EQUIPMENT
MILLER WELDING AUTOMATION
NORTH AMERICAN POWERTRAIN FASTENING
NORTH STAR IMAGING
OPTO DIODE
PASLODE
PAXTON PRODUCTS
PEERLESS FOOD EQUIPMENT
PERMATEX
PILLAR TECHNOLOGIES
PRECISE BIOMEDICAL, INCORPORATED
QSA GLOBAL INC.
RACOR
RIPPEY
SEALANT SYSTEMS INTERNATIONAL
SEXTON
SHAKEPROOF ANCHOR/MEDALIST AUTOMOTIVE PRODUCTS
SHAKEPROOF AUTOMOTIVE PRODUCTS
SHAKEPROOF GROUP
SHAKEPROOF INDUSTRIAL PRODUCTS
SHAKEPROOF INDUSTRIAL PRODUCTS/ALPINE SCREW
SIMCO-ION INDUSTRIAL
SIMCO-ION TECHNOLOGY
SLIME
SOMAT
STERO
SWITCHES
TEXWIPE
THERMAL FILMS
TISSUE GROWTH TECHNOLOGIES
TRANS TECH
TRAULSEN
TRIMARK
USI
VALERON STRENGTH FILMS
VORTEC
VULCAN FOOD EQUIPMENT GROUP
VULCAN-HART
WACHS SUBSEA, LLC
WITTCO FOODSERVICE EQUIPMENT
WOLF
ZIP-PAK

THE MEMORANDUM OF INSURANCE SERVES SOLELY TO LIST INSURANCE POLICIES, LIMITS AND DATES OF COVERAGE. ANY MODIFICATIONS HERETO ARE NOT AUTHORIZED.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

800.695.2919 • info@buyboard.com • buyboard.com

October 1, 2023

Sent via email to: kredding@ehwachs.com

Ken Redding
E.H. Wachs
600 Knightsbridge Pkwy.
Lincolnshire IL 60069

Re: Ditching, Trenching, Debris/Scrap and Other Utility Equipment
BuyBoard Contract 684-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Ditching, Trenching, Debris/Scrap and Other Utility Equipment, Contract 684-22 effective 12/1/2022 through November 30, 2023, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through November 30, 2024.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Vendor Contract Administrator

1st renewal v.02.13.2020

Utility Products
The Valve Maintenance Experts™
600 Knightsbridge Parkway, Lincolnshire, Illinois 60069
(847) 537-8800 | Fax (847) 520-1147
turnvalves.com

Quotation

TO: **Melonie Perry**
Bid Administrator
Buyboard
7620 Guadalupe Street
PO Box 400
Austin, TX 78767-0400

Date:	4/24/2023
Quotation Number:	KR195526
Payment Terms:	Net 30
Shipping Terms:	FOB Lincolnshire
Valid Through:	10/2/2023
Estimated Delivery:	See Below

2023 Utility Products Pricelist - Buyboard Contract #684-22

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
	*** * * Trailer - Valve Maintenance * * ***					
	* * * Trailer - Valve Maintenance * * *					
1	77-000-55	1	EA	79,995.00	1.5%	78,795.07

Standard LX (Gas) – VMS (RH): Single turner valve maintenance skid; includes Wachs 750 ft-lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger.

Available Options:

17-405-00 Grand Upgrade
The VMS skid is designed to accept a second valve operator; our top dog TM-7 HD Plus valve operator (up to 2,500 ft-lb of torque) with both automated and manual control ideal for larger, older, stubborn, or stuck valves, generating up to a massive 2,500 ft lbs [3,390 Nm] in a controlled, gradual manner to prevent breakage. Ships mounted in VMS at minimum width, consult manual for accommodating wider deck widths.

77-409-00 Job Box
Weather tight, locking aluminum job box measures 30" wide, 17" tall, 16" deep and comes with mounting trim to close off the surrounding cavity. This job box is only an option when not outfitting the VMS with TM-7 HD Plus (fits into cavity reserved for the 17-405-00)

77-414-02 Hot Water Heater
Alkota 385000 Btu, hydro insulated cold water wrap coil construction with 13 gallon diesel fuel tank, draft diverter, thermostat, high limit temp control and flow switch for on demand hot water.

79-412-02 Trimble R2
GNSS receiver provides capability of submeter to centimeter level positioning accuracy (highest accuracy in real-time with the use of correction sources) over the included navigation grade GPS.

2	77-400-00	1	EA	8,495.00	1.5%	8,367.57

8,000 GVRW VMS Bunk Trailer manufactured by Karavan Trailers for Wachs. Perimeter frame deck area approximately 8' x 6' with three cross braces for installation of Wachs Standard VMS with provision to add Wachs TM-7 HD Plus. Single torsion flex, sure lube axle, 12" electric brakes running on ST255/85R16E radial tires rated to 4,080 pounds. The trailer is two coat, black wet painted to match the skid platform, utilizes a 2,500 jack and is interfaced with a standard 3" pintle ring. All lighting is LED and fully grounded.

3	17-405-00	1	EA	21,995.00	1.5%	21,665.07

TM-7 HD Plus (only for LX or Builder installs) Automated Valve Operator, Exercisor and Rehabilitator with Bluetooth Kit for VMS systems, featuring Wachs industry leading automation. Heavy Duty 2,500 ft. lb. torque system with dual hybrid control functionality. Operate either fully automatic with Controller/Datalogger (part #79-422-01/02/05/06 not included), or manually through direction control toggle, digital revolution counter and torque output guage (no Controller/Datalogger required). Mounting frame is indexable to VMS in 2-1/2" increments to adapt to different bed widths; shipping location is plum to skid frame (72" skid width) to 15" beyond (87" skid width). For wider truck decks the TM-7 needs to be mounted outside the VMS; if mounting in other than default location, longer hydrualic hoses may be required (not included). Kit includes TM-7 HD Plus, bluetooth adapter, 8' valve key, mounting hardware and interface plumbing. May require Ruggedized Controller/Datalogger (Part#79-422-01/02/05/06) if not already included in other options.

Utility Products
The Valve Maintenance Experts™
600 Knightsbridge Parkway, Lincolnshire, Illinois 60069
(847) 537-8800 | Fax (847) 520-1147
turnvalves.com

Quotation

TO: **Melonie Perry**

Date: 4/24/2023
Quotation Number: KR195526

	Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
4	77-409-01		1	EA	1,150.00	1.5%	1,132.75

A-Frame Job Box for VMS Trailer. 66" Long, 15" deep and 18" Tall. Twin interconnected latches with lock on street side and dedicated storage pocket for manuals. Sturdy .100" thick, polished diamond plate aluminum, watertight with gas springs on full 90 degree lid.

5	77-000-54		1	EA	87,995.00	1.5%	86,675.07

Standard LX (Diesel) – VMS (RH): Single turner valve maintenance skid; includes Wachs 750 ft-lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger.

Available Options:

17-405-00 Grand Upgrade
The VMS skid is designed to accept a second valve operator; our top dog TM-7 HD Plus valve operator (up to 2,500 ft-lb of torque) with both automated and manual control ideal for larger, older, stubborn, or stuck valves, generating up to a massive 2,500 ft lbs [3,390 Nm] in a controlled, gradual manner to prevent breakage. Ships mounted in VMS at minimum width, consult manual for accommodating wider deck widths.

77-409-00 Job Box
Weather tight, locking aluminum job box measures 30" wide, 17" tall, 16" deep and comes with mounting trim to close off the surrounding cavity. This job box is only an option when not outfitting the VMS with TM-7 HD Plus (fits into cavity reserved for the 17-405-00)

77-414-02 Hot Water Heater
Alkota 385000 Btu, hydro insulated cold water wrap coil construction with 13 gallon diesel fuel tank, draft diverter, thermostat, high limit temp control and flow switch for on demand hot water.

79-412-02 Trimble R2
GNSS receiver provides capability of submeter to centimeter level positioning accuracy (highest accuracy in real-time with the use of correction sources) over the included navigation grade GPS.

6	77-400-00		1	EA	8,495.00	1.5%	8,367.57

8,000 GVRW VMS Bunk Trailer manufactured by Karavan Trailers for Wachs. Perimeter frame deck area approximately 8' x 6' with three cross braces for installation of Wachs Standard VMS with provision to add Wachs TM-7 HD Plus. Single torsion flex, sure lube axle, 12" electric brakes running on ST255/85R16E radial tires rated to 4,080 pounds. The trailer is two coat, black wet painted to match the skid platform, utilizes a 2,500 jack and is interfaced with a standard 3" pintle ring. All lighting is LED and fully grounded.

7	77-409-01		1	EA	1,150.00	1.5%	1,132.75

A-Frame Job Box for VMS Trailer. 66" Long, 15" deep and 18" Tall. Twin interconnected latches with lock on street side and dedicated storage pocket for manuals. Sturdy .100" thick, polished diamond plate aluminum, watertight with gas springs on full 90 degree lid.

WACHS Utility Products
The Valve Maintenance Experts™
600 Knightsbridge Parkway, Lincolnshire, Illinois 60069
(847) 537-8800 | Fax (847) 520-1147
turnvalves.com

Quotation

TO: **Melonie Perry**

Date: 4/24/2023
Quotation Number: KR195526

	Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
8	17-405-00		1	EA	21,995.00	1.5%	21,665.07

TM-7 HD Plus (only for LX or Builder installs) Automated Valve Operator, Exercisor and Rehabilitator with Bluetooth Kit for VMS systems, featuring Wachs industry leading automation. Heavy Duty 2,500 ft. lb. torque system with dual hybrid control functionality. Operate either fully automatic with Controller/Datalogger (part #79-422-01/02/05/06 not included), or manually through direction control toggle, digital revolution counter and torque output guage (no Controller/Datalogger required). Mounting frame is indexable to VMS in 2-1/2" increments to adapt to different bed widths; shipping location is plum to skid frame (72" skid width) to 15" beyond (87" skid width). For wider truck decks the TM-7 needs to be mounted outside the VMS; if mounting in other than default location, longer hydrualic hoses may be required (not included). Kit includes TM-7 HD Plus, bluetooth adapter, 8' valve key, mounting hardware and interface plumbing. May require Ruggedized Controller/Datalogger (Part#79-422-01/02/05/06) if not already included in other options.

9	77-000-36		1	EA	81,995.00	1.5%	80,765.07

Standard LX (Gas) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box.

Other options available include: Under deck mounted Spare Tire Kit (77-411-00), 2-5/16" Ball Tongue (77-215-01), 45lb Breaker, Mount and 14" Moil Point (08-000-10, 08-405-00 & 08-410-02) or already GPS enabled controller/datalogger, however adding Trimble R2 GNSS receiver (79-412-02) provides capability of submeter to centimeter level positioning accuracy (highest accuracy in real-time with the use of correction sources).

10	77-000-38		1	EA	89,995.00	1.5%	88,645.07

Standard LX (Diesel) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box.

Other options available include: Under deck mounted Spare Tire Kit (77-411-00), 2-5/16" Ball Tongue (77-215-01), 45lb Breaker, Mount and 14" Moil Point (08-000-10, 08-405-00 & 08-410-02) or already GPS enabled controller/datalogger, however adding Trimble R2 GNSS receiver (79-412-02) provides capability of submeter to centimeter level positioning accuracy (highest accuracy in real-time with the use of correction sources).

Utility Products
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turnvalves.com

Quotation

TO: **Melonie Perry**

Date: 4/24/2023
Quotation Number: KR195526

	Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
11	79-000-25		1	EA	39,995.00	1.5%	39,395.07

Compact LX (Gas) – VMT: Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized HC-100 with GPS controller/datalogger. A 16 H.P (12 kW) Briggs and Stratton V-Twin engine with hydraulic pump provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). The LX package bundles the light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools, Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and steel storage bin.

Already GPS enabled, however adding option 79-412-02 (Trimble R2 GNSS receiver) provides survey grade centimeter accuracy.

*** * * Skid - Valve Maintenance * * ***

* * * Skid - Valve Maintenance * * *

12	77-000-54		1	EA	87,995.00	1.5%	86,675.07

Standard LX (Diesel) – VMS (RH): Single turner valve maintenance skid; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized HC-100 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger.

Already GPS enabled, however adding option 79-412-02 (Trimble R2 GNSS receiver) provides survey grade centimeter accuracy.

13	77-000-55		1	EA	79,995.00	1.5%	78,795.07

Standard LX (Gas) – VMS (RH): Single turner valve maintenance skid; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized HC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger.

Already GPS enabled, however adding option 79-412-02 (Trimble R2 GNSS receiver) provides survey grade centimeter accuracy.

14	17-405-00		1	EA	21,995.00	1.5%	21,665.07

TM-7 HD Plus (only for LX or Builder installs) Automated Valve Operator, Exercisor and Rehabilitator with Bluetooth Kit for VMS systems, featuring Wachs industry leading automation. Heavy Duty 2,500 ft. lb. torque system with dual hybrid control functionality. Operate either fully automatic with Controller/Datalogger (part #79-422-01/02/05/06 not included), or manually through direction control toggle, digital revolution counter and torque output guage (no Controller/Datalogger required). Mounting frame is indexable to VMS in 2-1/2" increments to adapt to different bed widths; shipping location is plum to skid frame (72" skid width) to 15" beyond (87" skid width). For wider truck decks the TM-7 needs to be mounted outside the VMS; if mounting in other than default location, longer hydrualic hoses may be required (not included). Kit includes TM-7 HD Plus, bluetooth adapter, 8' valve key, mounting hardware and interface plumbing. May require Ruggedized Controller/Datalogger (Part#79-422-01/02/05/06) if not already included in other options.

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Quotation

TO: **Melonie Perry**

Date: 4/24/2023
Quotation Number: KR195526

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
	*** * * Mounted Valve Exercisers * * ***					
	* * * Mounted Valve Exercisers * * *					
15	79-000-01	1	EA	18,245.00	1.5%	17,971.32
	Wachs ERV-750 (without Datalogger) Automated Valve Operator, Exercisor and Rehabilitator. Featuring Wachs Patented Automation. Extendable arm produces a full 750 Ft lbs (1020 Nm) of torque.The system utilizes a dual pivot point to locate over any valve box/Hydrant. Locking disc brake holds the full torque of the machine while operating, 3" (76.2 mm) square steel tube construction and mechanical lock system for travel. Includes operation manual. Requires Ruggedized ERV-750 Controller/Datalogger (Part#79-422-01/02). Installation Note: Failure to use an ASE Certified E1-E3 technician or Factory Authorized Servicer (FAS) will void warranty.					
16	11-408-00	1	EA	595.00	1.5%	586.07
	Telescopic Valve Key - 2" AWWA (Colder Climate). Manufactured from high-strength steel, adjustable from 4ft (1.22 M) to 9ft (2.74 M) with spring loaded pin to eliminate loss. Rated to 800 lb-ft (1,085 Nm) of torque for use with the Wachs P/2 and RS/2 valve operators and ERV 750. Weighs only 24 lbs (10.9 kg). Add the Tee Handle adapter (11-408-10) for manual functionality when machine is not in use.					
17	11-409-00	1	EA	645.00	1.5%	635.32
	Telescopic Valve Key - 2" AWWA (Warmer Climate). Manufactured from high-strength steel, adjustable from 3 ft (.91 M) to 8ft (2.44 M) with spring loaded pin to eliminate loss. Rated to 800 lb-ft (1,085 Nm) of torque for use with the Wachs P/2 and RS/2 valve operators and ERV 750. Weighs only 24 lbs (10.9 kg). Add the Tee Handle adapter (11-408-10) for manual functionality when machine is not in use.					
18	17-000-29	1	EA	23,995.00	1.5%	23,635.07
	Wachs Standard Duty (up to 1,500 ft. lb.) TM-7 Plus for installations with dedicated reservoir; Valve Operator, Exercisor and Rehabilitator with dual operability functionality (Plus) and Bluetooth. This robust machine can operate and salvage the most difficult valves in your system simply and safely with Wach's industry leading Automation Computer Control (Vitals), which leverages over 50 years of valve exercising knowledge and AWWA best practices to electronically control output torque, turning direction and counting; without the user having to know anything about the valve, or preprogram the controller. The Plus interface also allows the TM-7 to operate 100% manually, should the Controller/Datalogger not be available; adding a mode selector switch (manual or automated), direction control toggle, digital revolution counter and torque output gauge. Includes 10 gallon hydraulic reservoir with temp controlled heat exchanger, electrical interface for auxiliary hydraulic tool circuits (hydraulic interconnection manifold at rear of reservoir), operating/installation manual. Does not include ruggedized TM-7 Controller/Datalogger (Part #79-422-01/02/03/05/06) or valve key (part number 07-406-08 8' key & 07-408-00 SD socket). Installation Note: 6 GPM for normal operation @ 2,000 PSI and 12 VDC (25A for heat exchanger fan & 7.5A for machine control). Failure to use an ASE Certified E1-E3 technician or Factory Authorized Servicer (FAS) could void warranty.					
19	17-000-34	1	EA	25,495.00	1.5%	25,112.57
	Wachs Heavy Duty (up to 2,500 ft. lb.) TM-7 Plus for installations with dedicated reservoir; Valve Operator, Exercisor and Rehabilitator with dual operability functionality (Plus) and Bluetooth. This robust machine can operate and salvage the most difficult valves in your system simply and safely with Wach's industry leading Automation Computer Control (Vitals), which leverages over 50 years of valve exercising knowledge and AWWA best practices to electronically control output torque, turning direction and counting; without the user having to know anything about the valve, or preprogram the controller. The Plus interface also allows the TM-7 to operate 100% manually, should the Controller/Datalogger not be available; adding a mode selector switch (manual or automated), direction control toggle, digital revolution counter and torque output gauge. Includes 10 gallon hydraulic reservoir with temp controlled heat exchanger, electrical interface for auxiliary hydraulic tool circuits (hydraulic interconnection manifold at rear of reservoir), operating/installation manual. Does not include ruggedized TM-7 Controller/Datalogger (Part #79-422-01/02/03/05/06) or valve key (part number 07-406-08 8' key & 07-508-20 HD socket). Installation Note: 8 GPM for normal operation @ 2,000 PSI and 12 VDC (25A for heat exchanger fan & 7.5A for machine control). Failure to use an ASE Certified E1-E3 technician or Factory Authorized Servicer (FAS) could void warranty.					

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Quotation

TO: **Melonie Perry**

Date: 4/24/2023
Quotation Number: KR195526

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
	*** * * Controllers/Dataloggers & GPS * * ***					
	* * * Controllers/Dataloggers & GPS * * *					
20	79-422-05	1	EA	3,995.00	1.5%	3,935.07
	Wachs TC-100 (North America) ruggedized Controller/Datalogger to operate and collect data (including GPS) during the operation of ERV-750, TM7 and TM-6 machine (includes 7" WVGA, Win10, Quad-Core, IP68 rated tablet style PC, 12v vehicle charger kit, AC charging kit, machine control cable & preloaded with Vitals Mobile software). Already GPS enabled, however adding Trimble R2 GNSS receiver (79-412-02) provides capability of submeter to centimeter level positioning accuracy (highest accuracy in real-time with the use of correction sources).					
	Note: If upgrading from an HC-100, each machine to be controlled will also need the craddle kit (79-202-01).					
21	79-412-02	1	EA	9,245.00	1.5%	9,106.32
	Trimble R2 GNSS GPS Receiver provides up to Centimeter” accuracy, benefit from the support of multiple satellite constellations and select from a range of correction sources (from SBAS and VRS networks to Trimble RTX correction services delivered by satellite and Internet) for accurate data at almost any location. This unit is a stand alone GPS receiver which includes the NEMA output option (required when utilizing Vitals or other third party software) that pairs via Bluetooth wireless communication to the HC-100, Recon or other supported data collector. Also included are Ram Mount interfaces for the TM-7 & ERV-750 valve machines.					
	Restocking Note: This is a non-stocked item becuase of the speed at which this technology changes, so restocking fees are applied if returned.					
	Non-Stock item, expect longer delivery					
	*** * * Power Units * * ***					
	* * * Power Units * * *					
22	79-405-00	1	EA	9,495.00	1.5%	9,352.57
	Wachs Utility 16 H.P. Gas Engine Driven HTMA Class II Skid: Briggs & Stratton electric start V-Twin engine (12 kW) with hydraulic pump, capable of 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). 10 gallon (38 L) hydraulic oil reservoir A + B auxiliary power port and relief valve. Electric fan driven oil cooler. Designed for mobile installations where port A is hard plumbed to an open center device as port B operated the front panel quick disconnects.					
23	14-000-18	1	EA	9,500.00	1.5%	9,357.50
	Wachs Model Utility 18 H.P. CE Compliant, Gas Engine Driven hydraulic Cart. Powered by an 18 HP (13.25 kW) Briggs & Stratton V-Twin engine with electric start, it is designed to power both HTMA Class I & Class II tools. A selector valve on the control panel sets the pump to deliver either 8 GPM (30 LPM) @ 2,000 PSI (140 bar) or 5 GPM (20 LPM) @ 2,000 PSI (140 bar). Ships without fuel, hydraulic oil, and battery. Estimated Shipping Weight & Dimensions (343# - 42"x 37"x 23") w/o Accessories.					
24	03-404-00	1	EA	1,300.00	1.5%	1,280.50
	45' X 1/2" Hydraulic Hose Set W/Quick Disconnects					
25	79-405-02	1	EA	545.00	1.5%	536.82
	Hose Kit, HPU-750 to ERV-750 11-1/2 ft					

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TO: **Melonie Perry**

Date: 4/24/2023
Quotation Number: KR195526

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
	*** * * Trav-L-Vac 300 * * ***					
	* * * Trav-L-Vac 300 * * *					
26	59-000-01	1	EA	22,495.00	1.5%	22,157.57
	Wachs Skid Mounted Gas Engine Driven Trav-L-Vac 300 designed specially for valve and buffalo box cleanout. Complete with Kohler 20 H.P. Gas Engine with Tach/Hour Meter, 345 CFM at 14" HG Heavy Duty Positive Displacement Blower with Discharge Silencer, 90 Gallon Spoils Tank with Manually Activated Dump Gate, Washable/Reusable 3 Stage Filtration System, Vacuum Relief Valve, High Liquid Level Shut Off Switch, 2-1/2" x 15' Flexible Suction Hose with Cam Lock Quick Disconnects, 2" X 6-1/2' Wand.					
27	59-401-01	1	EA	4,245.00	1.5%	4,181.32
	Wachs Trav-L-Vac 300 2" Ball Trailer Kit. Complete with Tongue, 2" Ball Coupler, Swing Away Jack, Trailer Lights, Wiring Harness, Fenders, Axle, Independent Torsion Suspension, 14" Radial Tires, Dexter Mod Wheels, Chrome Center Caps and Chrome Lug Nuts. Some assembly required.					
28	59-401-02	1	EA	4,245.00	1.5%	4,181.32
	Wachs Trav-L-Vac 300 Pintle Trailer Kit. Complete with Tongue, Pintle Hook Coupler, Swing Away Jack, Trailer Lights, Wiring Harness, Fenders, Axle, Independent Torsion Suspension, 14" Radial Tires, Dexter Mod Wheels, Chrome Center Caps and Chrome Lug Nuts. Some assembly required.					
29	59-403-00	1	EA	645.00	1.5%	635.32
	Wachs Model Trav-L-Vac 300 Light Package adds a bright flashing yellow caution light.					
30	59-407-00	1	EA	1,370.00	1.5%	1,349.45
	The Rear Mount Engine Control accessory for the Trav-L-Vac 300 puts the throttle, choke, key switch and tach/hour meter at the rear of the unit. This feature is extreamly convienent on service box installations saving the operator from climbing inside the truck box to start and operate.					
	*** * * Pipe Cutters * * ***					
	* * * Pipe Cutters * * *					
31	29-000-08	1	EA	8,995.00	1.5%	8,860.07
	208 Diamond Wire Hydraulic Guillotine Package for 2"-8" pipe (9.6" maximum outside diameter). Includes (1) Cutting Wire, Storage Carrier & Water Delivery System. This is the new form factor with colapsable arms, high pressure motor seal and advanced tensioning system for consistant wire performance.					
32	29-000-16	1	EA	12,995.00	1.5%	12,800.07
	416 Diamond Wire Hydraulic Guillotine Package for 4"-16" pipe (18.2" maximum outside diameter). Includes (1) Cutting Wire, Storage Carrier & Water Delivery System. This is the new form factor with collapsable arms, high pressure motor seal and advanced tensioning system for consistant wire performance.					
33	14-402-00	1	EA	1,620.00	1.5%	1,595.70
	Hydraulic flow Adapter: The Wachs Hydraulic Flow Adapter Valve allows for smooth, quiet operation of any DW Guillotine powered from other hydraulic equipment on the jobsite such as a skid loader or backhoe. Use with high-capacity power supplies up to 20 GPM (76 lpm) and up to 3,000 psi (172.5 bar). Note: 20 GPM rating is based on unrestricted tank return line; reducing or the use of quick disconnects reduces flow rating and risks damage to motor seal.					

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TO: **Melonie Perry**

Date: 4/24/2023
Quotation Number: KR195526

	Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
		*****Handheld Valve Exercisers*****					
		Handheld Valve Exercisers					
34	11-000-02		1	EA	7,495.00	1.5%	7,382.57
		Wachs High Torque 110 Volt Electric (no torque control) P2 Portable Reversible Valve Operator. 0 - 10 RPM with a max torque of 800 Ft/lbs, complete with 110 Volt Electric Drive, LCD Revolution Counter w/push button reset, Torque Arm Extension, Steel Storage Case and Manual. Est. Shipping Wt. /Dims (120# - 11"x 41"x 9") w/o Acc. (Add part #11-138-00 for U.K version).					
35	11-000-04		1	EA	8,745.00	1.5%	8,613.82
		Wachs High Torque Hydraulic Handheld Valve Exerciser P2 Portable Reversible Valve Operator. 0 - 12 RPM with a max torque of 800 Ft/Lbs. complete with Hydraulic Drive, Gauge, LCD Revolution Counter, Torque Arm Extension, Steel Storage Case and Manual. Est. Shipping Wt. /Dims (120# - 11"x 41"x 9") w/o Acc.					
		Non-Stock item, price and delivery subject to change; consider standard item 11-000-12 (110V Vitals, Torque Controlled)					
36	11-000-07		1	EA	7,495.00	1.5%	7,382.57
		Wachs Standard 110 Volt Electric (no torque control) P2 Portable Reversible Valve Operator, 0 - 20 RPM with a max torque of 500 Ft/lbs, complete with 110 Volt Electric Drive, LCD Revolution Counter w/push button reset, Torque Arm Extension, Steel Storage Case and Manual. Est. Shipping Wt. /Dims (120# - 11"x 41"x 9") w/o Acc. (Add part #11-138-00 plug for U.K version).					
37	11-000-09		1	EA	8,745.00	1.5%	8,613.82
		Wachs Standard Hydraulic Handheld Valve Exerciser P2 Portable Reversible Valve Operator. 0 - 24 RPM with a max torque of 500 Ft/lbs, complete with Hydraulic Drive, Gauge, LCD Revolution Counter, Torque Arm Extension, Steel Storage Case and Manual. Est. Shipping Wt. /Dims (120# - 11"x 41"x 9") w/o Acc.					
		Non-Stock item, price and delivery subject to change; consider standard item 11-000-17 (110V Vitals, Torque Controlled)					
38	11-000-12		1	EA	9,495.00	1.5%	9,352.57
		Wachs High Torque 110 Volt Electric (torque controlled) "VITALS™-Ready" Handheld Valve Exerciser. 0 - 10 RPM with a max torque of 800 Ft/Lbs. Complete with 110 V 60 Hz (U.S.) electric drive with electronic torque control, torque/revolution readout, push-button reset, over-torque indicator, and storage of rotation and torque data. Includes torque arm extension, steel storage case, and manual.(Does not included Data Logger).					
39	11-000-17		1	EA	9,495.00	1.5%	9,352.57
		Wachs Standard 110 Volt Electric (torque controlled) "VITALS™-Ready" Handheld Valve Exerciser. 0 - 20 RPM with a Max torque of 500 Ft/Lbs. Complete with 110 V 60 Hz (U.S.) electric drive with electronic torque control, torque/revolution readout, push-button reset, over-torque indicator, and storage of rotation and torque data. Includes torque arm extension, steel storage case, and manual.(Does not included Data Logger).					
		*****Valve Nut Rx*****					
		Valve Nut Rx					
40	08-000-15		1	EA	8,745.00	1.5%	8,613.82
		Valve Nut Rx Kit - Includes 7' Nut Extracting Tool and 7' Installation Tool, Toolbox, (10) Stainless Steel Emergency Nuts, (1) each sizes 1-10 with Template. (1) Professional Battery Operated Drill to operate drill and tap kit included, (1) Set of extracting sockets, (1) Set of Deep Well 6 Piece Sockets with sleeves, (1) Chaser Kit - 3/4", 5/8", 1/2", 9/16", 3lb. Sledge Hammer with Soft Sledge, Allen Wrench Set, Grease Tube, (1) Each 1/4" and 11/32" Drill Bits. Kit also to includes 6" File, Flashlight, Adjustable Magnet, Roll of Fixing Tape and all necessary hardware to reinstall operating nuts.					
41	08-404-00		1	EA	1,620.00	1.5%	1,595.70
		Extension Kit for Valve Nut Rx to convert a 7' kit to 11' capability, includes all necessary components to convert kit.					

WACHS Utility Products
The Valve Maintenance Experts™
600 Knightsbridge Parkway, Lincolnshire, Illinois 60069
(847) 537-8800 | Fax (847) 520-1147
turnvalves.com

Quotation

TO: **Melonie Perry**

Date: 4/24/2023
Quotation Number: KR195526

	Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
42	08-403-00		1	EA	995.00	1.5%	980.07

Stainless 2" AWWA Nut Set - Standard with Flange - Includes (10) Operating Nuts - (1) Each 1-10 Standard with Plastic Gauge Plate to size operating nuts. Items installed on Lower Gauge Plate in Specialized Tool Box.

We will prepay and add shipping charges to your order, or we can ship collect via your choice of carrier service. If you have any questions please feel free to call Jeff Swiatowy at 815-943-4785 or call me at 847-484-2773.

If you are tax exempt, please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your invoice.

Please reference this quote number when placing your order. Thank you.

Ken Redding
Technical Service Rep
847-484-2773
ken.redding@ehwachs.com

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at www.ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

Vendor Contract Information Summary

Vendor	E.H. Wachs
Contact	Ken Redding
Phone	847-537-8800
Email	kredding@ehwachs.com
Vendor Website	www.turnvalves.com
TIN	36-1258310
Address Line 1	600 Knightsbridge Pkwy.
Vendor City	Lincolnshire
Vendor Zip	60069
Vendor State	IL
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and
Ship Via	Best Way
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	Yes
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Ditching, Trenching, Debris/Scr
Contract No.	684-22
Effective	12/01/2022
Expiration	11/30/2025
Accepts RFQs	Yes
Quote Reference Number	KR176930
Return Policy	Returns must be pre-approved

added to invoice

ap and Other Utility Equipment

in writing by Seller. Products must

WACHS Utility Products
The Valve Maintenance Experts™
600 Knightsbridge Parkway, Lincolnshire, Illinois 60069
(847) 537-8800 | Fax (847) 520-1147
turnvalves.com

Quotation

TO: **Mike Stanton**
Field Operations Supervisor
City of Cooper City
11791 SW 49TH ST.
Cooper City, FL 33330

Date:	10/18/2023
Quotation Number:	HC204537
Payment Terms:	Net 30 Days
Shipping Terms:	FCA Origin
Valid Through:	12/17/2023
Estimated Delivery:	8 Weeks ARO
Reference:	BuyBoard#685-22

E.H. Wachs is pleased to offer the following quotation.

	Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1	77-000-36		1	EA	81,995.00	1.5%	80,765.07
	Standard LX (Gas) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box.					
2	11-409-00		1	EA	645.00	1.5%	635.32
	Telescopic Valve Key - 2" AWWA (Warmer Climate). Manufactured from high-strength steel, adjustable from 3 ft (.91 M) to 8ft (2.44 M) with spring loaded pin to eliminate loss. Rated to 800 lb-ft (1,085 Nm) of torque for use with the Wachs P/2 and RS/2 valve operators and ERV 750. Weighs only 24 lbs (10.9 kg). Add the Tee Handle adapter (11-408-10) for manual functionality when machine is not in use.						
3	79-430-20		1	EA	2,495.00	100.0%	0.00
	Field training - 1 day program. Training topics range from field operation of the mechanical systems like hydro-excavation and Valve operator; to training of computerized controllers and preventive maintenance software like VITALS. Field crews and participants will be shown, in detail, standard procedures for safe and efficient operation and use of valve maintenance tools.						

Subtotal	**81,400.39**
Motor Freight, Including Handling	**2,730.00**
Total (USD)	**$84,130.39**

We will prepay and add shipping charges to your order, or we can ship collect via your choice of carrier service. If you have any questions please feel free to call Hassan Cruz at 847-778-8824 or call me at 847-484-2773.

If you are tax exempt, please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your invoice.

Please reference this quote number when placing your order. Thank you.

Ken Redding
Technical Service Rep
847-484-2773
ken.redding@ehwachs.com

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at www.ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

Vendor Compliance Check List

CITY OF Cooper City
Someplace Special

Vendor: E.H. Wachs **FEIN: 36-1258310**	**illino** **Does Vendor appear on the following:**	
	YES	**NO**
Florida Convicted Vendor List	☐	☒
Florida Suspended Contractors	☐	☒
Scrutinized Companies	☐	☒
Broward County Debarred List	☐	☒
State of Florida Corporations (Sun Biz)	☒	☐
E-Verify	☒	☐
Verified by: Purchasing	Date: Tuesday, December 05, 2023	

Vendor Compliance Check List

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains a "list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

There are currently no vendors on this list.

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

Vendor Compliance
Check List

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

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

Vendor Compliance
Check List

Table 9: Scrutinized Companies that Boycott Israel

New companies on the list are shaded and in bold. (One company was added this quarter.)

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Betsah Invest SA	Luxembourg	August 2, 2016
Betsah SA	Luxembourg	August 2, 2016
Cactus SA	Luxembourg	August 2, 2016
Co-operative Group Limited	United Kingdom	September 26, 2017
Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd	Turkey	August 2, 2016
Morningstar, Inc (Sustainalytics)	**United States**	**October 25, 2023**
Unilever PLC (Ben & Jerry's parent company)	United Kingdom	July 29, 2021
Hindustan Unilever Ltd	India	July 29, 2021
PT Unilever Indonesia Tbk	Indonesia	July 29, 2021
Unilever Bangladesh Ltd	Bangladesh	July 29, 2021
Unilever Capital Corp (Unilever PLC bond issuance)	United States	July 29, 2021
Unilever Caribbean Ltd	Trinidad and Tobago	July 29, 2021
Unilever Consumer Care Ltd	Bangladesh	July 29, 2021
Unilever Côte d'Ivoire	Ivory Coast	July 29, 2021
Unilever Finance Netherlands BV (Unilever PLC bond issuance)	Netherlands	July 29, 2021

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Unilever Ghana Ltd	Ghana	July 29, 2021
Unilever Nigeria Plc	Nigeria	July 29, 2021
Unilever Pakistan Foods Ltd	Pakistan	July 29, 2021
# of Companies that Boycott Israel	18	

Vendor Compliance Check List

Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

Federal Debarred Supplier List
State of Florida Debarred Supplier Lists
State of Florida List of Scrutinized Companies doing business with Iran and Sudan

The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.

Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.

A & C Contractors, Inc.	02/24/92	Fieldcrest International	10/23/91	Reddick Property Svcs/Broward Cty	02/21/95
A.J. McMasters	07/03/91	Florida Fire Apparatus Corp.	04/07/87	Reeves Equipment & Supply	06/29/04
A-1 Pied Piper Pest Control	10/25/99	FVL Contracting Co.	07/01/89	Richard Jones & Associates	05/12/95
Ace Lock and Security Supply	05/23/05	Gator Express	10/01/94	Roman Waterproofing	09/30/97
Action Trophies & Awards	05/26/92	George W. Murray Contractors	12/08/99	Rust Wizard Inc.	03/24/17
Agra-Cycle Corporation	11/06/01	Glo & Go Inc.	04/01/93	S H Marketing, Inc.	08/17/20
All County Plumbing Contractors, Inc.	07/08/20	Global Transmissions	09/10/92	S.T. Wicole Const. Corp.	05/06/91
All County Plumbing, Inc.	08/17/20	Globe Electric Company, Inc.	12/10/03	Saber Sales, Inc.	11/08/88
Alpha Construction Svces & Consulting Svces	08/11/20	Graphic Productions Co.	02/27/90	Saints-Enterprises II, LLC	12/15/20
Ammunition Reloaders	05/22/92	HDC Advertising, Inc.	05/06/03	Samantha L. List, P.A.	08/11/20
Ann Lipkowitz, Broker	08/21/92	Hegla Construction, Inc.	08/20/92	Screen Graphics	09/01/92
Atech Fire & Security, Inc.	10/10/03	Henze Services, Inc.	08/19/93	Semes Enterprises	01/03/92
Atlas Pen & Pencil Co.	12/26/90	H-Way Corporation	10/25/99	Shamus Corporation	06/29/04
Ben Kough & Associates	01/10/96	Infinite Distributors LLC	09/30/20	Sheerson Construction, Inc.	05/17/00
Bob's Towing	06/09/04	Intercoastal Marketing, LLC	12/15/20	Shiv Lingam Kirtan Mandali Inc.	08/06/20
BRC Construction Company, Inc.	12/14/05	J M List Services, LLC	08/11/20	SLL Consulting LLC	08/11/20
Broward Plumbing Specialists, Inc.	08/17/20	JJM List Services, LLC	08/11/20	Southeast Underground Utilities Corp.	12/12/17
Caribbean Air Surveys, Inc.	03/01/91	JM List, Incorporated	08/11/20	Southgate Const. & Realty	11/07/90
Central Florida Nurseries	08/16/91	John Rogers Corporation Company, Inc.	11/13/90	Spectrum Signal Co., Inc.	03/04/91
Central Press	04/17/95	Joyce Office ProductsKDG	01/05/94	Spirit Services Company, Inc.	12/13/00
Chemtel Supplies, Inc.	11/21/05	Land & Sea Construction	03/18/96	St. Andrew Industries, Inc.	06/16/95
Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services)	01/15/92	Lawn Wizard USA, Inc.	09/29/15	Statewide Transportation & Recovery Services	11/02/00
		Lawn Wizard USA, LLC	03/24/17	Termark Security Systems	06/03/99
Coastal Carting Ltd.	03/16/96	Mancini Builders	01/04/94	The Parts Connection	06/30/92
Coastal Industries USA, LLC (d/b/a Rust Wizard)	03/24/17	Marquee Enterprises, Inc.	06/08/07	Toilet Taxi Corp.	07/07/15
		Marsten/THG Modular Leasing	12/13/95	Total Connection	04/30/92
Coastal Utilities, Inc.	03/05/99	Major Computer, Inc.	10/28/91	Toussaint Landscaping	11/04/92
Compass Corp.	06/29/04	Med Sure Associates	05/05/97	Transglobal Marketing	12/28/92
Control Press	06/29/04	Moody Maintenance Products	04/06/06	Tropical Growers USA, Inc.	03/24/17
Cordes Door Co., Inc.	09/01/96	Nighthawk International Corp.	10/25/96	Truck City Body Corp.	12/01/96
Cox & Palmer Const. Corp.	03/14/89	OJS Systems, Inc.	12/22/14	Urban Organization, Inc.	03/05/99
Custom Design To A Tee	05/15/96	Omega Group, Inc.	10/30/97	Vees Supply, LLC	08/17/20
Degen's Lawn & Garden Inc.	11/04/11	Precision Detailing dba J M List Services	08/11/20	Venturi Supplies, Inc.	08/17/20
Digital Comm Inc.	05/16/11	Protective Service Int'l	03/01/91	VIMAC USA, Inc.	05/31/17
Dixie Lock & Supply Inc.	02/17/92	Public Safety Systems	03/04/91	Viravar, LLC	08/17/20
Eastern Elevator Service, Inc.	02/13/19	Puskadi Ltd.	11/07/90	Weiser Security Services	12/09/93
Federal Fence Co., Inc.	11/12/90	Quality Loan Service	03/07/91	Wildcat Wrecking Corp.	09/10/92
		Rahming Funeral Home	09/01/92	Woodcraft Custom Homes	06/06/88
		RC Aluminum Industries Inc.	06/20/14	Z & Z, Inc.	08/11/20

Vendor Compliance Check List

2023 FOREIGN PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 19, 2023
Secretary of State
5087083811CC

DOCUMENT# P01135

Entity Name: ILLINOIS TOOL WORKS INC.

Current Principal Place of Business:

155 HARLEM AVENUE
GLENVIEW, IL 60025

Current Mailing Address:

155 HARLEM AVENUE
TAX DEPT.
GLENVIEW, IL 60025 US

FEI Number: 36-1258310

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324 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	CEO	Title	S
Name	SANTI, E. SCOTT	Name	SCHOTT, JENNIFER
Address	155 HARLEM AVENUE	Address	155 HARLEM AVENUE
City-State-Zip:	GLENVIEW IL 60025	City-State-Zip:	GLENVIEW IL 60025
Title	T	Title	D
Name	LIVINGSTON, DAVID	Name	SMITH, JR., DAVID B
Address	155 HARLEM AVE.	Address	155 HARLEM AVENUE
City-State-Zip:	GLENVIEW IL 60025	City-State-Zip:	GLENVIEW IL 60025

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: DAVID LIVINGSTON VP 04/19/2023

Electronic Signature of Signing Officer/Director Detail — Date

Vendor Compliance Check List

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
E. H. Wachs		Open	04/02/2010		100 to 499	1	IL

Meeting Date: 12/12/2023 Item #14.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Illinois Tool Works

2 Business name/disregarded entity name, if different from above
EH Wachs

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.
600 Knightsbridge Pkwy

Requester's name and address (optional)

6 City, state, and ZIP code
Lincolnshire, IL 60069

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
3 6 – 1 2 5 8 3 1 0

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 ▶** John F Fuchs CONTROLLER **Date ▶** 1-4-2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Utilities Department

DATE: December 12, 2023

SUBJECT: Motion to approve and authorize the award of Bid, ITB 2023-4-UTL, Odor Control Chemicals, to the lowest, responsive and responsible bidder, Momar, Inc., and enter into an agreement for the purchase of odor control chemicals for the wastewater treatment plant in the amount not to exceed $26,268.00. - **Utilities**

CITY MANAGER RECOMMENDATION:
The City Manager recommends approval and authorization of the award of Bid, ITB 2023-4-UTL, Odor Control Chemicals, to the lowest, responsive and responsible bidder, Momar, Inc., and enter into an agreement for the purchase of odor control chemicals for the wastewater treatment plant in the amount not to exceed $26,268.00.

The initial contract terms shall be for three (3) years and holds the potential for extension with two (2) additional one-year terms, contingent upon written consent and mutual agreement.

BACKGROUND OF ITEM:
Odor control measures are regularly employed in our wastewater treatment process to neutralize offensive odors. Momar, Inc.'s, Liquid Blossom 20X, is being recommended by the City staff after field-testing this product and finding it satisfactory. This chemical comes in 275-gallon totes and the staff estimates approximately eight (8) totes should be sufficient for one (1) year's consumption.

For competitive solicitation, the Purchasing Division released an Invitation to Bid (ITB), 2023-4-UTL, titled Odor Control Chemicals, in Sun Sentinel newspaper on August 24, 2023 along with posting it on DemandStar, an electronic purchasing portal. Five (5) bids received per tote, measuring 275 gallons, and the results are as follows:

1. Momar, Inc. $3,283.50
2. BioSafe Systems $3,750.00
3. KSM Solutions $4,262.50
4. Hill Manufacturing Company, Inc. $4,675.00
5. Atmos Technologies $5,087.50

Prepared by Utilities staff on 12-4-23

ANALYSIS:
The Purchasing Division reviewed the bid responses, discussed them with the Utilities Department staff, and concluded that Momar, Inc. was the lowest, responsive and responsible bidder who met all the requirements of the ITB.

FISCAL IMPACT:
There is sufficient funding available in the Water and Sewer Utility Fund as follows:

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
450-931-535310-535	$209,000.00	$26,268.00	$182,732.00

ALTERNATIVES:
N/A

ATTACHMENTS:

1. Momar, Inc. Contract Agreement
2. Exhibit A, ITB 2023-4-UTL – Odor Control Chemicals
3. Exhibit B, Momar, Inc. – Bid Response
4. ITB 2023-4-UTL – Odor Control Chemicals – Bid Tabulation
5. Vendor Compliance

Prepared by Utilities staff on 12-4-23

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Purchasing	11/30/23 12:28 PM
Dodgen, Brandon	Assigned to Purchasing	COMPLETE: Forward to ...	12/07/23 10:28 AM
Allen, Tedra	Assigned to City Clerk	Route to Budget	12/07/23 10:43 AM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to ...	12/07/23 04:19 PM
	The fiscal impact section of the Staff Report is correct.		
Allen, Tedra	Assigned to City Clerk	Route to Attorney	12/07/23 04:33 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	12/07/23 04:37 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	12/07/23 04:38 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	12/08/23 11:18 AM
Allen, Tedra	END WORKFLOW - APPROVED		12/08/23 11:48 AM

AGREEMENT BETWEEN THE CITY OF COOPER CITY AND MOMAR, 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 50th Place, Cooper City, FL 33328** (hereinafter referred to as the "CITY")

and

MOMAR, INC., an **odor control solutions** company, authorized to do business in the State of Florida, with a business address of **1830 Ellsworth Industrial Dr. NW, Atlanta, GA 30318** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREMABLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Thursday, July 20, 2023,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **odor control solutions** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

ITB 2023-4-UTL
ODOR CONTROL CHEMICALS

1.2 On **Thursday, August 24, 2023,** the bids were opened at the offices of the City Clerk.

1.3 On _____ 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 **odor control chemicals,** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications for, **ITB 2023-4-UTL,** attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall be for three (3) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to two (2) additional one (1) year terms, subject to the written consent and agreement

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed the unit prices stated in **Exhibit "B"**.

4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONTRACTOR at:

MOMAR, INC.
Attn: Becky Levy
1830 Ellsworth Industrial Dr. NW
Atlanta, GA 30318

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 ($10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7
INSURANCE

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City

occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

The Contractor shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractor. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the Contractor shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.

The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

7.1 REQUIRED INSURANCE

7.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000

2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

7.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

7.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

7.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.1.5 Sexual Abuse may not be excluded from any policy.

7.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors

shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
9090 SW 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCity.gov

ARTICLE 11
FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT

ARTICLE 12
SCRUTINIZED COMPANIES -- 287.135 AND 215.473

12.1 SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 13
E-VERIFY

13.1 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty

(20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 14
MISCELLANEOUS

14.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY

Ryan Eggleston
City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Contractor Leslie Treadway
Sales Coordination Manager
MOMAR, INC.
1830 Ellsworth Industrial Dr. NW
Atlanta, GA 30318
E-mail: salesvendors@momar.com
Telephone No: (404) 355-4580

14.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

END OF SECTION

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF COOPER CITY, FLORIDA

ATTEST:

By: _____
CITY CLERK

By: _____
CITY MANAGER

By: _____
CITY MAYOR

APPROVED AS TO LEGAL FORM:

By: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

MOMAR, INC., a Florida Corporation

By: _____

Name: Mike Beard

Title: CFO

STATE OF Georgia
COUNTY OF Fulton

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Mike Beard as CFO of **MOMAR, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **MOMAR, INC.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 28 day of November, 2023



Jennifer Long
NOTARY PUBLIC

Jennifer Long
(Name of Notary Typed, Printed or Stamped)

My Commission Expires: 3/16/26

CITY OF COOPER CITY, FLORIDA

Invitation to Bid

ODOR CONTROL CHEMICALS
ITB 2023-4-UTL

For information, contact the Purchasing Division:

Tel: 954-434-4300 ext. #268
Purchasing@CooperCity.gov

Release Date: Thursday, July 20, 2023
Due Date: Thursday, August 24, 2023

CITY OF COOPER CITY
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Cooper City, Florida, will be accepting sealed bids until 3:00 PM (EST) on Thursday, August 24, 2023 from qualified contractors that are able to supply odor control chemicals for the city's wastewater treatment plant. Bidders shall comply with 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.

ODOR CONTROL CHEMICALS
ITB 2023-4-UTL

The detailed Invitation to Bid (ITB) shall be obtained online at www.demandstar.com.

Bids must be received ONLINE using the www.demandstar.com E-bidding platform. The complete submittal must be received no later than 3:00 P.M. (EST), Thursday, August 24, 2023. It is anticipated that bids will be opened at approximately 3:01 P.M. EST at the Commission Chambers located at 9090 Southwest 50th Place, Cooper City, Florida 33328.

For questions and/or requests for information about this solicitation, please contact Purchasing@CooperCity.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum. All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid/Proposal Schedule. No part of your bid/proposal can be submitted via fax or e-mail.
The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/bids and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Invitation to Bid between a potential vendor, service provider, bidder, lobbyist, or; consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager and staff, any member of the City's selection or evaluation committee. For further information about the Cone of Silence, please contact the City's Attorney.

CITY OF COOPER CITY
City Clerk's Office

Please publish one (1) time on: Thursday, July 20, 2023

Please send invoice and proof of publication to: Tedra Allen, 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") is seeking a company to supply Odor Control Formulation for the city's wastewater treatment plant. The successful bidder will be required to demonstrate the removal or masking of the odor-producing compounds.

1.2. DUE DATE & SUBMITTALS

1.2.1. All bids must be submitted electronically via www.demandstar.com E-bidding no later than 3:00 PM (EST), Thursday, August 24, 2023. 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 bid response forms must be signed by an officer of the proposing entity or an authorized person. Telegraphic, facsimile and email bids will not be accepted.

1.2.4. Bids received after the closing time and date, for any reason whatsoever, will not be considered. All bids received after that time will not be accepted and shall be returned to the Bidder. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City.

1.3. PRE-BID MEETING - NONE

1.4. ELIGIBILITY AND COMPETENCY OF BIDDERS

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Scope of Services/Technical Specifications section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

1.5. CONTRACT TERM

1.5.1. The contract shall be for an initial period of three (3) years commencing the date awarded by City Commission or City Manager, in accordance with the Procurement Code. The contract may be extended for two (2) additional one (1) year terms under the same terms and conditions, if mutually agreed in writing by both parties.

1.5.2. Prior to extending any contract, and in exercising its discretion in its extension rights, the City shall review the Contractor's past performance, record of complaints, and compliance with the contract terms.

1.5.3. The form and legal sufficiency of the Contract shall be subject to the approval of the City Attorney.

1.6. SUPPLY/DELIVERY LOCATION/WORK

The delivery location of the product proposed under this contract will be Cooper City Utilities Complex, 11791 SW 49th Street, Cooper City, FL 33330. Deliveries should be pre-scheduled by calling 954-434-5519 and will be accepted Monday through Friday only, between 7:00AM and 2:00PM.

1.7. PRICE

It is requested that bidders quote fixed prices that will be guaranteed to the City for a period of 120-days, commencing on the bid submittal due date. Bidder acknowledges that, in certain circumstances, the City may require this amount of time to evaluate and award a bid.

1.8. EQUITABLE ADJUSTMENT

The City may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful Bidder's control; 2) the volatility affects the marketplace or industry, not just the particular successful Bidder's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Bidder that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval by the Purchasing Division.

1.9. METHOD OF AWARD

1.9.1. The contract will be awarded to the *lowest* responsive, responsible Bidder, whose Bid, conforming to the Solicitation, is most advantageous to the City. The *lowest* responsive, responsible Bidder(s) will be determined in conjunction with the methods described below. Tie Bids will be decided as described in the General Conditions.

1.9.2. Bidder must bid on all standard items listed on Bid Form to qualify for award of the contract.

1.9.3. The City reserves the right to reject all bids or any portion of any bid the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and the City Code.

1.9.4. Bid prices should be submitted with the understanding that the City is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.

1.9.5. The City shall award a contract to a Bidder through action taken by the City Commission of the City of Cooper City (the "City Commission") at a duly authorized meeting.

1.9.6. The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder's Proposal, the Contract referenced and the work authorizations are collectively an integral part of the contract between the City and the successful Bidder.

1.9.7. While the City Commission may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Bid Form of this solicitation. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form(s) required by the City. If the Bidder is in default, the City, through the Purchasing Agent, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

1.9.8. The City reserves the right to automatically extend the contract for a maximum period not to exceed one hundred and eighty (180) calendar days, in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right of the City.

1.10. INVOICES/PAYMENT

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

In accordance with Florida Statute 255.078, for contracts for construction services, Cooper City will withhold 5% retainage on each progress payment until all work is complete. Retainage is calculated on the total contract cost which includes any change orders pre-approved by the City.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed MONTHLY to AccountsPayable@CooperCity.gov, or sent via US Mail to City of Cooper City, 9090 SW 50th Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

1.11. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via email Purchasing@CooperCity.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid Schedule. No part of your bid can be submitted via fax or e-mail.

1.12. WRITTEN CONTRACT

The awarded Bidder/Proposer shall be required to enter into a written Contract with the City, The Contract form shall be prepared by the City and shall incorporate the terms of this solicitation, the accepted Bid, and include a termination for convenience clause, liquidated damages clause and other terms which may be required by the City and acceptable by the City Commissioners. The Contract shall be substantially in the form attached to this solicitation. No work shall be performed or payment due unless a written Contract is fully executed and approved by the City Commissioners.

1.13. OPTIONAL CONTRACT USAGE/PIGGYBACK STATEMENT

Contractor is requested to indicate on the Bid if they will extend the pricing, terms and conditions of this bid to other government agencies, if the Contractor is the successful vendor. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor for the purchase of the service and commodities described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City. Minor changes in terms and conditions may be negotiated by participating agencies following the award of this contract.

[END OF SECTION]

SECTION II – SOLICITATION SCHEDULE

Item	Date
Release Bid	Thursday, July 20, 2023
Last Date for Receipt of Questions of a Material Nature	Thursday, August 10, 2023
BIDS DUE (Prior to 3:00PM EST) **Via www.demandstar.com sealed E-bidding ONLY**	**Thursday, August 24, 2023**
Recommendation of Award issued to City Commission	TBD
Anticipated Award of Contract by City Commission	TBD

The City reserves the right to modify the solicitation schedule. Upon modification of the solicitation schedule, notice will be provided to all proposers online via https://www.demandstar.com and the City website.

[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.

3.1. SPECIAL CONDITIONS
Any and all Special Conditions that may vary from these General Conditions shall have precedence.

3.2. BID TABULATIONS
Bidders desiring a copy of the bid tabulation may obtain one online at www.DemandStar.com.

3.3. NO BID
If not submitting a bid, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list. NOTE: In order to qualify as a respondent, a Bidder shall submit a "no bid" and same shall be received no later than the stated bid opening date and hour.

3.4. BILLING INSTRUCTIONS
Invoices, unless otherwise indicated, shall show any applicable purchase order number, Work Authorization, and respective Bid number and shall be submitted to the Accounts Payable division of Finance located at 9090 SW 50th Place, Cooper City, FL 33328, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to AccountsPayable@CooperCity.gov.

3.5. 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.

3.6. EQUIVALENTS
If Bidder offers makes of equipment or brands of supplies other than those specified in the Invitation to Bid, he shall so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed the minimum quality standards listed in the specifications.

Bidder shall indicate on the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. OTHER THAN SPECIFIED ITEMS OFFERED REQUIRES COMPLETE DESCRIPTIVE TECHNICAL LITERATURE MARKED TO INDICATE DETAIL(S) CONFORMANCE WITH SPECIFICATIONS AND SHALL BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the bid shall be considered as a bid in complete compliance with the specifications as listed on the attached form.

3.7. MISTAKES
Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so shall be at the Bidder's risk. In the case of a discrepancy in computing the total amount of the bid, the UNIT PRICE quoted shall govern.

3.8. CONDITIONS AND PACKAGING
It is understood and agreed that any item offered or shipped as a result of this bid shall be latest and most current production model at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

3.9. QUALITY
All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid shall be new, the latest model, of the best quality, and highest grade workmanship.

3.10. CANCELLATION
In the event that any of the provisions of this bid are violated by the contractor, the Purchasing Division shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party and may provide for additional rights and remedies pursuant to Section 3.38/3.39. The City Commission may delegate this authority to the City Manager.

3.11. PROTESTS, APPEALS AND DISPUTES
Protests shall be submitted in writing to the Purchasing Division no later than five (5) working days prior to scheduled award by the City. Should the matter not be resolved to the satisfaction of the Bidder, the appeal shall be heard by the City Commission. The Purchasing Division shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid or award challenge shall be assumed by the challenger. The decision of the City Commission shall be final and conclusive. The City Commission's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.

3.12. PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT
If the Bidder is awarded a contract under this bid solicitation, the prices quoted by the Bidder on the Bid Form shall remain fixed and firm during the term of the contract; provided however, that the Bidder may offer incentive discounts from the fixed price to the City at any time during the contractual term. Price adjustments may be allowed on multi-year term contracts (See Section 1.8 for details).

3.13. COMPLETE PROJECT REQUIRED
Contractor shall complete the work outlined in the Scope of Work as well as any future task orders. Completed work shall meet all specifications identified therein. Failure to list any item or classes under the Scope of Work shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary for the satisfactory completion of the project.

3.14. PRICES QUOTED
Bidder shall deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices shall be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices shall be F.O.B. / C.I.F. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, shall be in accordance with terms and conditions stated herein. Each item shall be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s).

3.15. UNDERWRITERS' LABORATORIES (the "UL")
Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

3.16. NON-CONFORMANCE TO CONTRACT CONDITIONS
Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or Purchase order or Task Order may be purchased on the open market with any increase in cost charged to the Bidder. Any violation of these stipulations may also result in:

a. Vendor's name being removed from the vendor list;
b. All City Departments being advised not to do business with vendor.

3.17. DISPUTES
In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

3.18. LEGAL REQUIREMENTS
Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

3.19. PATENTS AND ROYALTIES
The Bidder, without exception, shall indemnify and hold harmless the City of Cooper City, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Cooper City, Florida. If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

3.20. OSHA
The Bidder warrants that the product supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

3.21. ANTI-DISCRIMINATION
The Bidder certifies that he/she is in compliance with the non-discrimination clause contained in Florida State Statute Section 202, Executive Order 11246, as amended by Executive Order 11375 and applicable laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

3.22. DEFAULT
In the event of default on a contract, the Contractor shall pay all attorneys' fees and court costs incurred by City in collecting any liquidated damages. The City further reserves the right to retain any bonds issued with the Bid.

3.23. SUBSTITUTIONS
The City SHALL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments shall be returned at the Bidder's expense.

3.24. BIDDER'S FACILITIES
The City reserves the right to conduct site visits to Contractor's business location(s) at any time with prior notice and/or may request that Contractor participate in live presentations. The selection of a Contractor may be based wholly or in part upon the results of site visits or live presentations.

3.25. DISCLAIMER
The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City's requirements shall not be considered. After all bids are analyzed, organizations submitting bids that appear, solely in the opinion of the City, to be the most competitive, shall be submitted to the City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the bid, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this bid constitutes only an invitation to make presentations to the City. The City reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City shall have no liability to any contractor for any costs or expense, incurred in connection with this bid or otherwise.

3.26. EVIDENCE
The submission of a Bid shall be prima facie evidence that the Contractor is familiar with and agrees to comply with the contents of this Bid.

3.27. DEMONSTRATION OF COMPETENCY

3.27.1. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids shall only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Bidders shall be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City.

3.27.2. The City shall consider any available evidence regarding the financial and technical qualifications and abilities of a Bidder as well as past performance (experience) with the City and any and all other evidence the City deems pertinent in making the award in the best interest of the City.

3.27.3. The City may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Bid may render the Bid non-responsive.

3.27.4. The City may, during the term of the Contract between the City and the Contractor is in force, review the Contractor's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Contractor's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the term of the Contract in order to comply with this demonstration of competency section.

3.28. ASSIGNMENT
The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

3.29. INDEMNIFICATION
The successful Bidder shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Bidder and persons employed or utilized by the Bidder in the performance of the Contract.

3.30. NON-EXCLUSIVE
The City retains the right to procure services from other providers.

3.31. SUNSHINE LAW
As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Bidder acknowledges that the materials submitted with the Bid and the results of the City evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

3.32. FORCE MAJEURE
The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time where either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party. However, the City shall have the right to provide substitute service from third parties or City forces

and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement resulting from the Bid.

3.33. COLLUSION

By offering a submission pursuant to this Invitation to Bid, the Bidder certifies the Bidder has not divulged, discussed, or compared his Bid with other Bidders and has not colluded with any other Bidder or parties to this Bid whatsoever. The Bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this Bid:

3.33.1. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.

3.33.2. Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor.

3.33.3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

3.33.4. The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

3.33.5. No person or agency has been employed or retained to solicit or secure the award of the bid upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Bidder.

3.34. CONE OF SILENCE

A. Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding this Invitation to Bid/Invitation to Bid between:
   i. a potential vendor, service provider, Bidder, lobbyist, or consultant, and;
   ii. the City Commissioners, City's professional staff including, but not limited to, the City Manager and his staff, any member of the City's selection or evaluation committee.

B. Restriction; Notice: A Cone of Silence shall be imposed upon each solicitation after its advertisement. At the time of imposition of the Cone of Silence, the City Manager or his designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. Additional notice thereof shall be provided to the affected departments, and to each City Commissioner. The City may include a statement disclosing the requirements of this section in any public solicitation for goods or services.

C. Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular or special meeting) at which the City Manager makes a written recommendation to the City Commission for the award of the Contract. However, if the City Commission refers back to the City Manager or staff for further information, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

   Exceptions to Applicability: The provisions of this section shall not apply to:

   i. Oral communications at pre-solicitation meetings;
   ii. Oral presentations before selection or evaluation committees;
   iii. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation documents; in which case the Bidder shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
   iv. Communications regarding a particular solicitation between potential vendor, service provider, Bidder, lobbyist or consultant and the City's Purchasing Division or City employee designated responsible for administering the

procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

D. Penalties: Violation of this section by a particular Bidder shall render any award to said Bidder potentially void by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.

E. Clarification: Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

3.35. ELIGIBILITY
All agents, employees and subcontractors of the Bidder retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility.

3.36. TIE BIDS/PREFERENCE
Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that is has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

3.36.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

3.36.2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3.36.3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

3.36.4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

3.36.5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such program is available in the employee's community, by any employee who is so convicted.

3.36.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3.37. SPOT MARKET PRICING: N/A

3.38. PROPERTY
Property owned by the City is the responsibility of the City. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

3.39. TERMINATION FOR DEFAULT
If Contractor defaults in its performance under the Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that

if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City under Section 3.40.

3.40. TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice, when it is in the best interest of the City. If the Contract is for supplies, products, equipment or software, and is terminated for convenience by the City, the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

3.41. CONFIDENTIALITY

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

3.42. GOVERNING LAW AND VENUE

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Broward County, Florida.

3.43. NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Bid or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and Contractor, or to create any other similar relationship between the parties.

3.44. AUDITS

The City shall have access to all books, records, and documents of the Contractor which directly relate to the work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Contractor or at some location mutually agreed upon by the City and the Contractor.

3.45. PUBLIC RECORDS:

A. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

B. Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

E. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

G. In accordance with Section 119.0701(1)(a), Florida Statutes, **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CUSTODIAN OF PUBLIC RECORDS:**

TEDRA ALLEN / CITY CLERK
CITY OF COOPER CITY
9090 SW 50th PLACE
COOPER CITY, FL 33328
PRR@COOPERCITY.GOV

3.46. SCRUTINIZED COMPANIES -- 287.135 AND 215.473

SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

3.47. E-VERIFY

A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

ii. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

[END OF SECTION]

SECTION IV – SPECIAL CONDITIONS

4.1. GENERAL CONDITIONS
The General Conditions shown above (Section III) are modified as follows.

4.2. TIME OF COMPLETION - NOT REQUIRED FOR THIS BID
Time is a very important factor in the performance of this work. The time for final completion and readiness for final payment are to be set forth in the bid and shall become part of the contract documents**.** Violation may void the contract, and/or preclude the contractor from bidding additional projects for the City, until such time that the work has been satisfactorily completed and inspected.

4.3. INSURANCE
Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

The Contractor shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractor. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the Contractor shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Contractor shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Contractor shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non- contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.

The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

4.3.1. REQUIRED INSURANCE

Prior to Award and in any event prior to commencing work, the Successful Proposer shall provide City with certified copies of all insurance policies providing coverage as required. The awarded vendor shall maintain insurance coverage against claims relating to any act or omission by Successful Proposer, its agents, representatives, employees, or Subcontractor in connection with the Contract. City reserves the right at any time to review and adjust the limits and types of coverage required.

4.3.1.1. Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

4.3.1.2. Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

Proof of Workers Compensation Insurance or Exemption shall be provided, as described in Attachment H.

4.3.1.3. Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

4.3.2. REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 45-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

4.3.3. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

Contractor shall provide coverage for all claims arising out of the services performed with limits not less than $1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. The Proposer shall either require of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Proposer's own policies. Sexual Abuse may not be excluded from any policy.

4.3.4. BUILDER'S RISK INSURANCE - NOT REQUIRED FOR THIS BID

The coverage shall be "All Risk" coverage for 100 percent of the completed value, covering the City, as a named insured, with a deductible of not more than Five Thousand Dollars ($5,000.00) per claim and the Contractor specifically agrees to pay all deductibles. The Policy must provide that the Builder's Risk coverage will continue to apply until final acceptance of the Project by City.

The Contractor must submit, prior to commencement of any work, a Certificate of Insurance showing the City of Cooper City as additional insured for the insurance required in sections 4.3.1.

The Contractor shall either require its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Contractor's own policies.

4.4. PERMITS, FEES AND NOTICES

4.4.1. The City shall pay all CITY OF COOPER CITY'S PERMIT FEES required to complete the project; however, the Successful Proposer shall secure and be responsible for obtaining any and all permits and licenses necessary for the proper execution and completion of the work. The Successful Proposer shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Purchasing Division and using department without delay.

4.4.2. The Successful proposer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CITY shall not be responsible for monitoring the Successful Proposer's compliance with any laws or regulations.

4.4.3. The Successful proposer shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the City of Cooper City Building Department, and be displayed on the job site prior to the first inspection.

4.5. BONDS

4.5.1. PERFORMANCE/PAYMENT BOND - NOT REQUIRED FOR THIS BID

All task orders that exceed $100,000 will require, upon award, a 100% Performance Bond which may be in the form of a Cashier's Check, made payable to the City (please note that cashier's checks will be deposited into an escrow account for the term of the bid); or a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be issued from a bank located in Broward County, be in the full amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would have to give written notice to the bank with a copy to the successful Bidder.

4.5.2. BID BOND - NOT REQUIRED FOR THIS BID

Bids **MUST** be accompanied by a Bid security made payable to the City in an amount equal to five percent (5%) of the Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (Attachment O) issued by an authorized surety.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required security within 15 days of the issuance of the Notice of Award, the City may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder shall be forfeited. Such forfeiture shall be City's exclusive remedy if Bidder defaults. The Bid security of Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective date of the Agreement or 61 days after the Bid opening, whereupon the Bid security furnished by such Bidders will be returned.

The Bid security of Bidders whom the City believes do not have a reasonable chance of receiving the award will be returned within 21 days after the Bid opening.

4.6. VARIANCES

While the City allows Contractors to take variances to the solicitation terms, conditions, and specifications, the number and extent of variances taken shall be considered in determining bid responsiveness and in allocating bid evaluation points.

4.7. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

4.8. SELLING, TRANSFERRING OR ASSIGNING CONTRACT
No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Attorney, or City Attorney's designee.

4.9. SUBSTITUTION OF PERSONNEL
It is the intention of the City that the Contractor's personnel proposed for the contract shall be available for the entire contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

4.10. DAMAGE TO PUBLIC OR PRIVATE PROPERTY
Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

4.11. CONTRACTORS' COSTS
The City shall not be liable for any costs incurred by bidders in responding to this solicitation.

4.12. INVOICES/PAYMENT
Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to AccountsPayable@CooperCity.gov, or sent via US Mail to City of Cooper City, 9090 SW 50th Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

The City shall accept original invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the contractor's work product, and agreement cannot be reached between the City and the contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

4.13. DELETION OR MODIFICATION OF SERVICES
The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion .If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor shall submit a revised budget to the City for approval prior to proceeding with the work.

4.14. REQUESTS FOR MODIFICATION
The City reserves the right to request that the Bidder modify his bid to more fully meet the needs of the City.

4.15. BID ACKNOWLEDGMENT
By submitting a bid, the bidder certifies that he has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

4.16. REQUESTS FOR ADDITIONAL INFORMATION BY CITY
The bidder shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide the product(s) and/or services. The City reserves the right to make investigations of the qualifications of the bidder as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office.

4.17. ACCEPTANCE/REJECTION/MODIFICATION TO BIDS
The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the bids.

4.18. ALTERNATE BIDS
An alternate bid is viewed by the City as a bid describing an approach to accomplishing the requirements of the Request for Bid which differs from the approach set forth in the solicitation. An alternate bid may also be a second bid submitted by the same bidder which differs in some degree from its basic or prime bid. Alternate bids may be in the area of technical approach, or other provisions or requirements of the solicitation. The City shall, during the initial evaluation process, consider all alternate bids submitted.

4.19. ADDENDUM OR AMENDMENT TO REQUEST FOR BID
If it becomes necessary to revise or amend any part of this Request for Bid, the City's Purchasing Division shall furnish the revision by written Addendum and will place it on the City's website.

4.20. PROPRIETARY INFORMATION
In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all bidders should be aware that Invitation to Bid and the responses are in the public domain. However, the bidders are required to *identify specifically* any information contained in their bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All bids received from bidders in response to this Request for Bid will become the property of the City and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

4.21. RECORDS RETENTION
The Contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this solicitation. All records, documents and information collected and/or maintained by others in the course of the administration of the agreement shall be transferred to electronic data storage media and copies given to the City to retain for its use. This information shall be made accessible at the awardees place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

4.22. CONTRACT DOCUMENT
The entire contents of this Invitation to Bid, along with the Bidder's Bid and any subsequent task orders or change orders, are collectively an integral part of the contract between the City and the Contractor.

4.23. PERFORMANCE STANDARDS
If it is determined that the Contractor did not perform the work and/or does not comply with the specifications after inspection has been made by the City's Designee, one of the following actions will be taken, if Contractor has not corrected the deficiencies within 24 hours of notification by City's designee:

i. The Contractor's invoice will be deducted by the amount bid for the deficient location, **OR;**
ii. The Contractor will be billed, or have deducted, the total cost of labor, materials and equipment required for the City or another Contractor to perform the work due.

4.24. LIQUIDATED DAMAGES

Liquidated damages of $100.00 per day will be deducted from the contract sum for the unit cost of service for each calendar day elapsing beyond the specified time for completion for each scheduled service visit without prior approval for an extension from the City's Designee.

4.25. FEMA REQUIREMENTS – NOT REQUIRED FOR THIS BID

Any reference made to CONTRACTOR in this section shall also apply to any Subcontractor under the terms of this Contract. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

4.25.1. CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

4.25.2. If reimbursement is denied to CITY due to CONTRACTOR's negligence collecting or removing debris, completing project worksheets and load tickets, or documenting work performed, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

4.25.3. Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

4.25.3.1. Equal Employment Opportunity: During the performance of this contract, CONTRACTOR agrees as follows:

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

(4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of

September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

4.25.3.2. Davis-Bacon Act: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

4.25.3.3. Copeland “Anti-Kickback” Act: CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

4.25.3.4. Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

4.25.3.5. Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

4.25.3.6. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995),

or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(1) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

4.25.3.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

4.25.3.8. Compliance with State Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

4.25.3.9. Recovered Materials.

(1) In the performance of this Contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;
ii. Meeting Contract performance requirements; or
iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

4.25.3.10. Pursuant to 44 CFR 13.36(i)(7), contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

4.25.3.11. Pursuant to 44 CFR 13.36(i)(8), contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

4.25.3.12. Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

(1) The contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case contractor agrees to maintain same until the City, the

State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

4.25.3.13. No Obligation by the Federal Government

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4.25.3.14. DHS Seal, Logo, and Flags. The contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4.25.3.15. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4.25.3.16. Fraudulent Statements. The contractor acknowledges that 31 U.S.C. Chap. 38 applies to the contractor's actions pertaining to this Contract.

[END OF SECTION]

SECTION V - SCOPE OF WORK / TECHNICAL SPECIFICATIONS

5.1. SCOPE OF WORK

Furnish and deliver Odor Control Formulation for odor control in the City of Cooper City's wastewater treatment plant. The successful bidder will be required to demonstrate the removal or masking of the odor-producing compounds. **Vendor must provide a 5 gallon sample when submitting the bid**. Sample **must be clearly marked "ITB 2023-4-UTL, ODOR CONTROL CHEMICALS, including the vendor's name.** Bids will only be considered for Odor control that can be added to water and sprayed with a misting system. Bids based upon furnishing any other product not demonstrated to provide similar performance at equal or lower dosages prior to submitting the bid will not be considered and will be rejected as non-responsive.

5.2. GENERAL SPECIFICATIONS

5.2.1. The odor control formulation must be in liquid form specifically designed for odor removal and control in waste plants. Dry odor control products will not be considered.

5.2.2. The bid should only include manufactured products carrying the original manufacturer's label, and relabeled chemistries will not be accepted.

5.2.3. The bid package should include a product data bulletin and Material Safety Data Sheet (MSDS) to demonstrate the product's safety for use with a misting system.

5.3. Product Delivery Specifications

5.3.1. The product must be delivered in 275-gallon totes with a net weight of 2750 pounds.

5.3.2. Each tote must be properly labeled and provide a lot number for batch allotment identification and the date of manufacture.

5.3.3. All shipping containers must be new, unused, and comply with local, state, and federal requirements.

5.3.4. The delivery quantities should be in the form of 275-gallon totes.

5.3.5. All containers must be intact with no visible signs of damage that could expose the product.

5.3.6. Deliveries may require hydraulic tailgate services for offloading, and a pallet jack or drum truck may be necessary to move the product to the rear of the delivery vehicle.

5.3.7. The bidder should familiarize themselves with the delivery process to all sites indicated by the Cooper City Wastewater Facility.

5.3.8. The cost listed on the proposal form should include all expenses, including freight and delivery charges to the specified location at the City of Cooper City FL, WWTP plant (11791 SW 49 Street Copper City FL, 33330).

5.4. Experience and Location Requirements

5.4.1. Bidders must have a minimum of 5 years of experience in odor control.

5.4.2. The bidder should have a branch or supplier located east of the Mississippi River.

[END OF SECTION]

Attachment A
(Page 1 of 5)

City of Cooper City, Florida

Bid Form

ODOR CONTROL CHEMICALS
ITB 2023-4-UTL

Bids Due: Thursday, August 24, 2023

For information, contact the Purchasing Division:

Tel: 954-434-4300 ext. #268
Purchasing@CooperCity.gov

Released Date: Thursday, July 20, 2023

Submitted by:_____
(Company name)

PLEASE RETURN ONLY THIS BID FORM (5 PAGES) AND THE REQUIRED ATTACHMENTS

Attachment A
(Page 2 of 5)

Project: ODOR CONTROL CHEMICALS

Contract Identification: ITB 2023-4-UTL

Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.

2. Bidder accepts all of the terms and conditions of the advertisement of Invitation to Bid and Instruction to Bidders including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for 120 days from bid opening date. Bidder will sign and submit an agreement with the Bonds within 15 days after the City's Notice of Award.

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement that:

    a. Bidder has examined copies of all plans, and bidding documents, contract specifications and instruction to bidders.
    b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
    c. Bidder has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
    d. Bidder has correlated the results of his studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
    e. Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in these documents and the written resolution thereof by City is acceptable to Bidder.
    f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or the City.

4. Bid Submission:
   Bids shall be submitted electronically via www.demandstar.com E-bidding platform.

5. Addenda, Additional Information-Contact with City Staff

   Any addenda or answers to written questions supplied by the City to participating Bidders become part of this Invitation to Bid and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

   No negotiations, decisions or actions shall be initiated or executed by the Bidder as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from bidder that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the bidder.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to Purchasing@CooperCity.gov, who may respond in kind with copies to all Bidders. **The deadline for submission of questions is 5:00 PM, Thursday, August 10, 2023.**

The successful bidder shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful bidder prior to recommendation of award and presentation to the City Commission.

6. Summary of Documents to be submitted with Bid:

	Bid Form
	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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

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: _____

Attachment A
(Page 5 of 5)

PRICING SHEET
ODOR CONTROL CHEMICALS

Item	Description	Unit	Unit Price
I.	Odor Control Formulation	275 gal. tote	$
All prices must be FOB Destination, freight included and shall be inclusive of all costs.			

Piggyback Statement

In accordance with Section 1.13, Optional Contract Usage/Piggyback Statement, please indicate Contractor's willingness to extend the pricing, terms and conditions of this bid to other government agencies, if Contractor is the successful vendor:

_____ YES, other government agencies may piggyback this Agreement.

_____ NO, other government agencies may NOT piggyback this Agreement.

Submitted by: _____
(Print)

Authorizes Signature: _____
(Sign)

Company Name: _____

Date: _____

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT B

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: _____

   CONTACT'S TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

---

2. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME: _____

   CONTACT'S TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

---

3. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME: _____

   CONTACT'S TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

This page shall be completed IN FULL and submitted with your bid.

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, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

ATTACHMENT C
(Page 2 of 2)

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT D

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
Signature

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT E

BUSINESS ENTITY AFFIDAVIT

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

_____
Federal Employer Identification Number (FEIN) (If none, Social Security Number)

_____
Name of Entity, Individual, Partners or Corporation

_____
Doing Business As (If same as above, leave blank)

_____
Street Address Suite City State

_____
State and Date of Incorporation:

_____ _____
Signature of Affiant *Date*

_____
Print Name

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT 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.

The list of activities of subsection (2) is not exhaustive.

(3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

(I)_____Partnership, Joint Venture, Estate or Trust
(II)_____Sole Proprieties of Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

_____ _____

Signature of Authorized Agent of Proposer Bidder's Legal Name

ATTACHMENT G

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** Click Here to Sign | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X — Form **W-9** (Rev. 12-2014)

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 https://www.floridawc.com/workers-comp-insurance/flwc/2011/04/exemptionform.pdf

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.

- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers' compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers' compensation and need to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faia.com, www.piafl.org, or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this information in a timely manner may result in either termination of your services or delay of payment for services. Your workers' compensation Certificate of Coverage, Workers' Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Risk Division located at City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, or emailed to 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:

Full Legal Name	Address	Ownership
		%
		%
		%
		%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

_____

_____

_____

_____
Signature of Affiant

_____
Print Name

_____
Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (**print or type name of firm**)

_____

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

_____
Signature of Affiant

_____
Print Name

_____
Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, _____ of _____, attest that all personnel used
(Print Name) *(Company Name)*
in the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

_____
Signature of Affiant

_____
Print Name

_____
Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT L

SCRUTINIZED COMPANIES AFFIDAVIT

Certification pursuant to Florida Statute § 287.135 and § 215.473

I, _____, on behalf of _____
Print Name and Title *Company Name*

certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:
1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
Company Name

_____
Print Name

_____
Title

_____
Signature

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT M

NON-CONFLICT OF INTEREST STATEMENT

A. A. I am the _____ of _____ with a
Title *Company Name*

local office in _____and principal office in_____.

B. The entity hereby submits a proposal/offer in response to **ITB 2023-4-UTL**, **ODOR CONTROL CHEMICALS.**

C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.

J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

_____
Signature of Affiant

_____
Printed Name & Title

_____
Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT N
(Page 1 of 2)

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: _____

Project No.: _____

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

ATTACHMENT N
(Page 2 of 2)

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

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 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

COMPANY NAME, an **odor control solutions company**, authorized to do business in the State of Florida, with a business address of **ADDRESS, CITY, ST ZIP CODE** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREMABLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Thursday, July 20, 2023,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **odor control chemicals** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

ITB 2023-4-UTL
"ODOR CONTROL CHEMICALS"

1.2 On **Thursday, August 24, 2023,** the bids were opened at the offices of the City Clerk.

1.3 On _____ 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 deliver **odor control chemicals,** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, **"ITB 2023-4-UTL",** attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall be for three (3) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to two (2) additional one (1) year terms, subject to the written consent and agreement

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed the unit prices stated in **Exhibit "B"**.

4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONTRACTOR at:

COMPANY NAME
Attn: INSERT CONTACT PERSON
ADDRESS
CITY, ST ZIP CODE

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 ($10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7
INSURANCE

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

The Contractor shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractor. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the Contractor shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.

The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

7.1 **REQUIRED INSURANCE**

7.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

7.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in

accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

7.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

7.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.1.5 Sexual Abuse may not be excluded from any policy.

7.2 **REQUIRED INSURANCE ENDORSEMENTS**

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act,

the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
9090 SW 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCity.gov

ARTICLE 11
FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT

ARTICLE 12
SCRUTINIZED COMPANIES -- 287.135 AND 215.473

12.1 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 13
E-VERIFY

13.1 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 14
MISCELLANEOUS

14.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or

expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Ryan Eggleston
City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Contractor: **Insert Contact Position**
Insert Contat Name
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

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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:

_____
Signature

_____
Print Name

CONTRACTOR:
COMPANY NAME, a Florida corporation

BY: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of **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: _____

Attachment A
(Page 1 of 5)

City of Cooper City, Florida

Bid Form

ODOR CONTROL CHEMICALS
ITB 2023-4-UTL

Bids Due: Thursday, August 24, 2023

For information, contact the Purchasing Division:

Tel: 954-434-4300 ext. #268
Purchasing@CooperCity.gov

Released Date: Thursday, July 20, 2023

Submitted by: Momar, INC
(Company name)

PLEASE RETURN ONLY THIS BID FORM (5 PAGES) AND THE REQUIRED ATTACHMENTS

Attachment A
(Page 2 of 5)

Project: ODOR CONTROL CHEMICALS

Contract Identification: ITB 2023-4-UTL

Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.

2. Bidder accepts all of the terms and conditions of the advertisement of Invitation to Bid and Instruction to Bidders including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for 120 days from bid opening date. Bidder will sign and submit an agreement with the Bonds within 15 days after the City's Notice of Award.

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement that:

    a. Bidder has examined copies of all plans, and bidding documents, contract specifications and instruction to bidders.
    b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
    c. Bidder has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
    d. Bidder has correlated the results of his studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
    e. Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in these documents and the written resolution thereof by City is acceptable to Bidder.
    f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or the City.

4. Bid Submission:
   Bids shall be submitted electronically via www.demandstar.com E-bidding platform.

5. Addenda, Additional Information-Contact with City Staff

   Any addenda or answers to written questions supplied by the City to participating Bidders become part of this Invitation to Bid and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

   No negotiations, decisions or actions shall be initiated or executed by the Bidder as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from bidder that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the bidder.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to Purchasing@CooperCity.gov, who may respond in kind with copies to all Bidders. **The deadline for submission of questions is 5:00 PM, Thursday, August 10, 2023.**

The successful bidder shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful bidder prior to recommendation of award and presentation to the City Commission.

6. Summary of Documents to be submitted with Bid:

	Bid Form
	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

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Attachment A
(Page 4 of 5)

Bidder's Contact Information

Name of Company: Momar. INC

Address: 1830 Ellsworth Ind. DR.
Atlanta, GA 30318

Type of Business: mfg. of industrial Maint. Chemicals & Supplies

Company's Website: www.momar.com

Authorized Signatory Contact: Leslie Treadway

Title: Sales Coordination Manager

Tel: 404-355-4580 Mobile: _____

Email Address (Required): Salesvendors@momar.com

Primary Contact: Becky Levy

Title: Sales Rep. and Bus. Development

Tel: 800-556-3967 Mobile: 281-690-3704

Email Address (Required): Becky.Levy@momar.com

Additional Contact & Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Remit to Address: P.O. Box 19569
Atlanta GA 30325-0569

Remit to Contact: Name: Tomeka Brown Tel: 404-355-4580

Attachment A
(Page 5 of 5)

PRICING SHEET
ODOR CONTROL CHEMICALS

Item	Description	Unit	Unit Price
I.	Odor Control Formulation	275 gal. tote	$ 3293.50
All prices must be FOB Destination, freight included and shall be inclusive of all costs.			

Piggyback Statement

In accordance with Section 1.13, Optional Contract Usage/Piggyback Statement, please indicate Contractor's willingness to extend the pricing, terms and conditions of this bid to other government agencies, if Contractor is the successful vendor:

✓ YES, other government agencies may piggyback this Agreement.

_____ NO, other government agencies may NOT piggyback this Agreement.

Submitted by: Leslie Treadway
(Print)

Authorizes Signature: Leslie Treadway
(Sign)

Company Name: Momar, INC

Date: 8/21/23

STATE: ~~FLORIDA~~ Georgia
COUNTY: Cherokee

Sworn to (or affirmed) and subscribed before me this 22 day of August, 2023 by: Leslie Treadway
Name of person making statement

Jennifer Long
Signature of Notary Public - State of ~~Florida~~ Georgia

(NOTARY SEAL)

Jennifer Long
Name of Notary Typed, Printed, or Stamped

JENNIFER LONG NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA My Commission Expires 03-16-2026

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

City of Cooper City, Florida
ITB 2023-4-UTL, Odor Control Chemicals

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: TransMontaigne
   ADDRESS: 2701 SE 14TH Ave, Ft. Lauderdale, FL 33316
   CONTACT NAME: Dan Rietter
   CONTACT'S TITTLE:
   TELEPHONE: 954-523-8828
   E-MAIL (REQUIRED): everglades@transmontaigne.com
   CONTRACT PERIOD: FROM: Feb. 2011 TO: Current

2. ENTITY/COMPANY NAME: Attaway Services
   ADDRESS: 801 SE 28TH Street, Ft. Lauderdale, FL 33316
   CONTACT NAME: Ben Hill
   CONTACT'S TITTLE:
   TELEPHONE: 954-462-2920
   E-MAIL (REQUIRED): ben@attaway
   CONTRACT PERIOD: FROM: 5/2011 TO: current

3. ENTITY/COMPANY NAME: City of West Palm Beach water treatment Pumps dept
   ADDRESS: 1009 BANYAN Blvd, West Palm Beach, FL 33401
   CONTACT NAME: Rick Smith
   CONTACT'S TITTLE:
   TELEPHONE: 561-436-2127
   E-MAIL (REQUIRED): rksmith@wpb.org
   CONTRACT PERIOD: FROM: 11/2012 TO: current

This page shall be completed IN FULL and submitted with your bid.

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: Leslie Treadway Sales Coordination Mgr.
   (print individual's name and title)

   for: Momar, INC
   (print name of entity submitting sworn statement)

   whose business address is: 1830 Ellsworth Ind. DR. Atlanta GA. 30318

   and (if applicable) its Federal Employer Identification Number (FEIN) is: 58-0524461

   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a) A predecessor or successor of a person convicted of a public entity crime; or

   b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

ATTACHMENT C
(Page 2 of 2)

6. Based on information and belief, the statement, which I have marked below, is true in relations 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.

Leslie Treadway
Signature

STATE: ~~**FLORIDA**~~ Georgia
COUNTY: Cherokee

Sworn to (or affirmed) and subscribed before me this 22 **day of** August, 2023 **by:** Leslie Treadway.
Name of person making statement

Jennifer Long
Signature of Notary Public - State of ~~*Florida*~~ Georgia

(NOTARY SEAL)

Jennifer Long
Name of Notary Typed, Printed, or Stamped

JENNIFER LONG NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA My Commission Expires 03-16-2026

Personally Known ✓ **OR Produced Identification** ____

Type of Identification Produced ____

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: Leslie Treadway Sales Coordination Mgr.
(print individual's name and title)

for: Leslie Treadway
(print name of entity submitting sworn statement)

whose business address is: 1830 Ellsworth Ind. DR.

and (if applicable) its Federal Employer Identification Number (FEIN) is: 58-0524461
(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.

Leslie Treadway
Signature

STATE: ~~FLORIDA~~ Georgia
COUNTY: Cherokee

Sworn to (or affirmed) and subscribed before me this 22 **day of** August, 2023 **by:** Leslie Treadway.
Name of person making statement

Jennifer Long
Signature of Notary Public - State of ~~Florida~~ Georgia

(NOTARY SEAL)

Jennifer Long
Name of Notary Typed, Printed, or Stamped

JENNIFER LONG NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA My Commission Expires 03-16-2026

Personally Known V **OR** **Produced Identification** _____

Type of Identification Produced _____

ATTACHMENT E

BUSINESS ENTITY AFFIDAVIT

I, Leslie Treadway, 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:

58-0524461
Federal Employer Identification Number (FEIN) (If none, Social Security Number)

Momar, INC
Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

1830 Ellsworth Ind. DR. Atlanta GA. 30318
Street Address Suite City State

GA 5/11/1948
State and Date of Incorporation:

Leslie Treadway
Signature of Affiant

8/21/23
Date

Leslie Treadway
Print Name

STATE: ~~FLORIDA~~ Georgia
COUNTY: Cherokee

Sworn to (or affirmed) and subscribed before me this 22 day of August, 2023 by: Leslie Treadway.
Name of person making statement

Jennifer Long
Signature of Notary Public - State of Florida Georgia

(NOTARY SEAL)

Jennifer Long
Name of Notary Typed, Printed, or Stamped

JENNIFER LONG NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA My Commission Expires 03-16-2026

Personally Known ✓ OR Produced Identification ____

Type of Identification Produced ____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Momar Incorporated

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.
P.O. Box 19569

Requester's name and address (optional)

6 City, state, and ZIP code
Atlanta, GA 30325

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
5	8	-	0	5	2	4	4	6	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Jamika Brown Date ▶ 1/5/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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.

The list of activities of subsection (2) is not exhaustive.

(3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

(I)_____Partnership, Joint Venture, Estate or Trust
(II)_____Sole Proprieties of Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

Leslie Treadway
Signature of Authorized Agent of Proposer

Leslie Treadway
Bidder's Legal Name

ATTACHMENT I

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
Julian Mohr	1830 Ellsworth Ind. DR. Atlanta GA 30318	100 %
		%
		%
		%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

N/A

Leslie Treadway
Signature of Affiant

Leslie Treadway
Print Name

8/21/23
Date

STATE: ~~FLORIDA~~ Georgia
COUNTY: Cherokee

Sworn to (or affirmed) and subscribed before me this 22 day of August, 2023 by: Leslie Treadway.
Name of person making statement

Jennifer Long
Signature of Notary Public - State of ~~Florida~~ Georgia

(NOTARY SEAL)

Jennifer Long
Name of Notary Typed, Printed, or Stamped

JENNIFER LONG NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA My Commission Expires 03-16-2026

Personally Known ✓ OR Produced Identification ____

Type of Identification Produced ____

ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (**print or type name of firm**)

Momar, INC

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Leslie Treadway
Signature of Affiant

Leslie Treadway
Print Name

8/21/23
Date

STATE: ~~FLORIDA~~ Georgia
COUNTY: Cherokee

Sworn to (or affirmed) and subscribed before me this 22 day of August, 2023 by: Leslie Treadway.
Name of person making statement

Jennifer Long
Signature of Notary Public - State of ~~Florida~~ Georgia

(NOTARY SEAL)

Jennifer Long
Name of Notary Typed, Printed, or Stamped

JENNIFER LONG NOTARY PUBLIC CHEROKEE COUNTY GEORGIA My Commission Expires 03-16-2026

✓ Personally Known ____ OR Produced Identification ____

Type of Identification Produced ____

ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, Leslie Treadway of Momar, INC attest that all personnel used
(Print Name) *(Company Name)*
in 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.

Leslie Treadway
Signature of Affiant

Leslie Treadway
Print Name

8/21/23
Date

STATE: ~~FLORIDA~~ Georgia
COUNTY: Cherokee

Sworn to (or affirmed) and subscribed before me this 22 day of August, 2023 by: Leslie Treadway.
Name of person making statement

Jennifer Long
Signature of Notary Public - State of ~~Florida~~ Georgia

(NOTARY SEAL)

Jennifer Long
Name of Notary Typed, Printed, or Stamped

JENNIFER LONG NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA My Commission Expires 03-16-2026

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT L

SCRUTINIZED COMPANIES AFFIDAVIT

Certification pursuant to Florida Statute § 287.135 and § 215.473

I, Leslie Treadway, on behalf of Momar, INC
Print Name and Title *Company Name*

certify that Momar, 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. 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.

Momar, INC
Company Name

Leslie Treadway
Print Name

Sales Coordination
Title Mgr.

Signature

STATE: ~~FLORIDA~~ Georgia
COUNTY: Cherokee

Sworn to (or affirmed) and subscribed before me this 22 day of August, 2023 by: Leslie Treadway.
Name of person making statement

Jennifer Long Georgia
Signature of Notary Public - State of Florida

(NOTARY SEAL)

Jennifer Long
Name of Notary Typed, Printed, or Stamped

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

JENNIFER LONG NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA My Commission Expires 03-16-2026

City of Cooper City, Florida
ITB 2023-4-UTL, Odor Control Chemicals

ATTACHMENT M

NON-CONFLICT OF INTEREST STATEMENT

A. A. I am the Sales Coordination MGR. of Momar, INC with a
Title Company Name

local office in Atlanta, GA and principal office in Atlanta, GA

B. The entity hereby submits a proposal/offer in response to **ITB 2023-4-UTL, ODOR CONTROL CHEMICALS.**

C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.

J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

Leslie Treadway
Signature of Affiant

Leslie Treadway
Printed Name & Title

8/21/23
Date

STATE: ~~FLORIDA~~ Georgia
COUNTY: Cherokee

Sworn to (or affirmed) and subscribed before me this 22 day of August, 2023 by: Leslie Treadway.
Name of person making statement

Jennifer Long
Signature of Notary Public - State of ~~Florida~~ Georgia

(NOTARY SEAL)

Jennifer Long
Name of Notary Typed, Printed, or Stamped

JENNIFER LONG NOTARY PUBLIC My Commission Expires 05-16-2026 CHEROKEE COUNTY, GEORGIA

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT N
(Page 1 of 2)

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: Odor Control Chemicals - Cooper City
Project No.: ITB-2023-4-UTL

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

ATTACHMENT N
(Page 2 of 2)

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	Momar, INC
Authorized Signature:	Leslie Treadway
Print Name:	Leslie Treadway
Title	Sales Coordination Mgr.
Date:	8/22/23
Phone:	404-355-4580

STATE: ~~FLORIDA~~ Georgia
COUNTY: Cherokee

Sworn to (or affirmed) and subscribed before me this 22 day of August, 2023 by: Leslie Treadway.
Name of person making statement

Jennifer Long
Signature of Notary Public - State of Florida Georgia

(NOTARY SEAL)

Jennifer Long
Name of Notary Typed, Printed, or Stamped

JENNIFER LONG NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA My Commission Expires 03-16-2026

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

AGREEMENT BETWEEN THE CITY OF COOPER CITY AND COMPANY NAME

THIS IS AN AGREEMENT, dated the 21 day of August, 2023 by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

COMPANY NAME, an **odor control solutions company**, authorized to do business in the State of Florida, with a business address of **ADDRESS, CITY, ST ZIP CODE** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREMABLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Thursday, July 20, 2023,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **odor control chemicals** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

ITB 2023-4-UTL
"ODOR CONTROL CHEMICALS"

1.2 On **Thursday, August 24, 2023,** the bids were opened at the offices of the City Clerk.

1.3 On _____ 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 deliver **odor control chemicals,** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, **"ITB 2023-4-UTL",** attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall be for three (3) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to two (2) additional one (1) year terms, subject to the written consent and agreement

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed the unit prices stated in **Exhibit "B"**.

4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONTRACTOR at:

COMPANY NAME
Attn: INSERT CONTACT PERSON
ADDRESS
CITY, ST ZIP CODE

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 ($10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7
INSURANCE

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

The Contractor shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractor. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the Contractor shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.

The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

7.1 **REQUIRED INSURANCE**

7.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

7.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in

accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

7.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

7.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.1.5 Sexual Abuse may not be excluded from any policy.

7.2 **REQUIRED INSURANCE ENDORSEMENTS**

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act,

the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
9090 SW 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCity.gov

ARTICLE 11
FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT

ARTICLE 12
SCRUTINIZED COMPANIES -- 287.135 AND 215.473

12.1 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 13
E-VERIFY

13.1 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 14
MISCELLANEOUS

14.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or

expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Ryan Eggleston
City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Contractor: **Insert Contact Position**
Insert Contat Name
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

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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:

_____
Signature

_____
Print Name

CONTRACTOR:
COMPANY NAME, a Florida corporation

BY: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of **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: _____

SECTION 1 - IDENTIFICATION

Product: BLOSSOM™

Recommended use of the chemical and restrictions on use:

Uses: Liquid deodorizer with source odor control.
List of advices against: None.

Details of the supplier of the Safety Data Sheet:

Momar, Inc.
1830 Ellsworth Industrial Dr.
Atlanta, Ga. 30318
404-355-4580
800-556-3967
www.momar.com

Emergency Telephone Number (INFOTRAC): North America: 1-800-535-5053
International: 1-352-323-3500

SECTION 2 – HAZARD IDENTIFICATION

Classification: This product contains no reportable hazardous components according to US Federal Regulations.
Signal Word: None required.
Hazard Statements: None required.
Pictograms: None required.
Precautionary Statements: None required.
Other Hazards: No information available.

SECTION 3 – COMPOSITION / INFORMATION ON INGREDIENTS

Chemical Name	CAS Number	Percent Weight
None	None	None

This product does not contain any hazardous components under OSHA 29CFR 1910.1200.

SECTION 4 – FIRST AID MEASURES

Eye Contact: Flush eyes with a large quantity of water for 15 minutes. If irritation continues, seek medical attention.
Skin Contact: No adverse effects expected. If irritation occurs, wash with water to remove product. Remove contaminated clothing and wash before reuse. If difficulties arise, contact a physician.
Inhalation: No adverse effects expected. Not an inhalation hazard.

Ingestion: No adverse effects expected under normal use. If large quantities are swallowed,

contact a physician.

Most Important Symptoms and Effects:

Acute: May cause eye irritation with contact with product or mists. This is characterized by redness and swelling of the eye**.**

Delayed: Repeated or prolonged exposure to skin may cause dermatitis.

Indication of Any Immediate Medical Attention and Special Treatment Needed: None.

SECTION 5 – FIREFIGHTING MEASURES

Extinguishing Media: Product is nonflammable. Use extinguishing media appropriate for surrounding fire.

Specific Hazards Arising From the Substance or Product:

Hazardous Combustion Products: High temperature steam, potentially oxides of carbon.

Protective Equipment and Precautions for Firefighters: Will not burn or support combustion. Use water spray to cool fire exposed containers and to flush spills. Spilled material may cause the floor to be slippery. Fire fighters wear self-contained breathing apparatus with full face piece in pressure demand or other positive pressure mode for surrounding fire.

SECTION 6 – ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment, and Emergency Procedures: Product is slippery. Wear appropriate personal protection equipment.

Environmental Precautions: Avoid getting concentrate into sewers or water ways.

Methods and Materials for Containment and Cleaning Up: Contain spill if possible. Absorb on mineral clay absorbent material. Shovel into DOT approved container for disposal.

SECTION 7 – HANDLING AND STORAGE

Precautions for Safe Handling: Avoid spills and clean them up immediately when they occur. Product is slippery. For industrial or professional use only. KEEP OUT OF REACH OF CHILDREN!

Conditions for Safe Storage: Keep container closed when not in use.

Incompatibilities: None.

SECTION 8 – EXPOSURE CONTROL / PERSONAL PROTECTION

Exposure Limits and Recommendations:

Chemical Name	OSHA PEL	ACGIH TLV	Other Exposure Limits
Not Applicable			

Engineering Controls: Normal ventilation.

Personal Protection Measures:

Respiratory Protection: Not normally required.

Skin and Body: Use of gloves is recommended.

Eye Protection: Safety glasses recommended.

Other Recommendations: None.

SECTION 9 – PHYSICAL AND CHEMICAL PROPERTIES

Appearance and Odor: Pink opaque liquid with cherry fragrance.
Odor Threshold: Not determined.
pH: 6.5
Freezing Point: 32°F
Boiling Point: 212°F
Flash Point: None.
Evaporation Rate (BUAC=1): Slower.
Flammability: Product is not flammable.
Flammability or Explosion Limits: **Upper:** Not applicable. **Lower:** Not applicable.
Vapor Pressure: Not determined.
Specific Gravity: 1.000
Solubility in Water: Complete.
Solubility in Other Solvents: Not determined.
Partition Coefficient (n-octanol/water): Not determined.
Auto-ignition Temperature: Not applicable.
Decomposition Temperature: Not determined.
Viscosity: Not determined.
Other Information: None.

SECTION 10 – STABILITY AND REACTIVITY

Reactivity: No dangerous reaction known under conditions of normal use.
Chemical Stability: Stable.
Possible Hazardous Reactions: None known.
Conditions to Avoid: None known.
Incompatible Materials: None known.
Hazardous Decomposition Products: None known.

SECTION 11 – TOXICOLOGICAL INFORMATION

Routes of Exposure:

Inhalation	Ingestion	Skin	Eye
			X

Physical, Chemical and Toxicological Effects:

Symptoms: May cause eye irritation with contact with product or mists. This is characterized by redness and swelling of the eye**.** Prolonged or repeated skin contact may cause irritation or dermatitis.

Delayed and Immediate Effects as well as Chronic Effects from Short and Long-term Exposure:

Sensitization: Not a skin sensitizer.

Germ Cell Mutagenicity: No data available.

Carcinogenicity: This product has not been identified as a carcinogen or probable carcinogen by NTP, IARC, or OSHA, nor have any of its components.

Reproductive Toxicity: This product does not contain any known or suspected reproductive hazards.

Specific Target Organ Toxicity: Eye (Single Exposure).

Numerical Measures of Toxicity:

Product: Not determined.

SECTION 12 – ECOLOGICAL INFORMATION

Ecotoxicity: This product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment. An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.

Persistence and Degradability: Readily biodegradable per 40CFR 796.3200.

Bioaccumulation: Not determined.

Mobility: Not determined.

Other Adverse Effects: None known.

SECTION 13 – DISPOSAL CONSIDERATIONS

Waste Treatment Methods:

Disposal of Wastes: Dispose of product in accordance with national and local regulations.

Contaminated Packaging: Empty containers should be taken to an approved waste handling site for recycling or disposal.

Other Information: None.

SECTION 14 – TRANSPORTATION INFORMATION

DOT:

UN Number: Not listed.
Proper Shipping Name: Compounds Cleaning Liquid.
Hazard Class: Not applicable.
Packing Group: Not applicable.

SECTION 15 – REGULATORY INFORMATION

US Federal Regulations:

TSCA: All ingredients of this product are listed in the TSCA inventory.
SARA 313: This product contains the following chemical or chemicals subject to the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) and Title 40 CFR 372.

Chemical Name	CAS Number	Percent Weight
None		

US State Regulations:

California: **This product contains the following chemical or chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm:** None.

SECTION 16 – OTHER INFORMATION

Issue Date: November 23, 1985
Revision Date: November 19, 2013

Health	Flammability	Reactivity	Personal Protection
0	0	0	X

All information appearing herein is based upon data obtained from the manufacturer and/or recognized technical sources. While the information is believed to be accurate at the time of publication, Momar, Incorporated makes no representations as to its accuracy or sufficiency. Conditions of use are beyond Momar, Incorporated's control; and therefore, users are responsible to verify this data under their own operating conditions to determine whether the product is suitable for their particular purposes; and they assume all risks of their use, handling, and disposal of the product or from the publications or use of, or reliance upon, information contained herein. This information relates only to the product designed herein and does not relate to its use in combination with any other material or in any other process.



CONCENTRATED LIQUID DEGREASER & DEODORANT

DESTROYS ODORS CAUSED BY ORGANIC WASTE AND DECOMPOSITION

DETERGENT FORTIFIED FOR EASY DEGREASING AND SOIL REMOVAL

CONTAINS NO DANGEROUS CAUSTICS, ACIDS, BLEACHES, OR OXIDIZERS

PLEASANT, LONG-LASTING, CHERRY BLOSSOM FRAGRANCE

Made in the U.S.A.

MoCHEM®
Division of Momar, Incorporated
1830 Ellsworth Industrial Drive, N.W.,
Atlanta, Georgia 30318
SOLUTIONS FOR THE WORLD SINCE 1947
www.momar.com • 800.556.3967

Concentrated cherry blossom detergent solution ideal for malodor neutralization and degreasing. Formulated to remove odors and soils from all water-safe surfaces. The strong cherry blossom fragrance helps to mask odors while the surfactant package works to cut through their source. This non-flammable and non-corrosive solution eliminates odors caused by putrefaction, decay, urine, mildew, cigars, vomit, and other offensive smells.

USES: Excellent for spray-and-wipe, mopping, carpet extraction, and auto-scrubbing applications. Safe on hard and soft surfaces, including wood, natural stones, concrete, glass, carpet, upholstery, and fabric.

DIRECTIONS: This product is best used undiluted (neat), but it can be diluted with water as much as a to 1:128 (1 ounce per gallon).

General Deodorizing: Use undiluted or prepare a diluted solution. Using a trigger sprayer, liberally spray the source of the malodor. Reapply as necessary for odor control.

General Cleaning & Degreasing: Sweep, vacuum, or wipe away as much of the soiled material as possible from the stained surface. Spray or pour Blossom on the affected area, and agitate it with a mop, cloth, or brush. Rinse with water. Repeat if needed. Allow the area to dry.

Cleaning and Deodorizing Toilet Bowls and Urinals: Spray or pour liberally on all surfaces, allowing Blossom to remain in bowl or urinal as long as possible before the first flush. Reapply as necessary.

Carpet Deodorizing: Pre-test for color fastness. Spray affected area until thoroughly wet. Blot and allow the area to dry. Reapply as necessary.

Carpet Cleaning: Wet soiled area and allow to soak for 15 minutes before shampooing or extracting.

Laundry: Apply to stain until wet. Let soak for 15 to 30 minutes then launder as usual.

Drains: Add one quart daily or as needed to reduce odors.

PREVENTION: Wash all exposed skin thoroughly after handling.

RESPONSE: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.

STORAGE: Store at temperatures below 120°F in a well-ventilated place, out of direct sunlight. Keep container tightly closed when not in use.

DISPOSAL: Dispose of contents/container to approved waste disposal plant in accordance with federal, state, and local regulations.

SPILLAGE: Wear appropriate PPE. Avoid spills and clean them up immediately when they occur. Product is slippery. Avoid accidental release of concentrate into sewers or water ways. Contain spill if possible. Absorb on mineral clay absorbent material. Shovel into DOT approved container for disposal.

WARNING

Causes eye irritation

Meeting Date: 12/12/2023 Item #15.

North America: 1-800-535-5053,
International: 1-352-323-3500
FOR INDUSTRIAL AND INSTITUTIONAL USE ONLY.
NOT FOR HOUSEHOLD USE OR RESALE
CONSULT SAFETY DATA SHEET (SDS) FOR MORE INFORMATION.
KEEP OUT OF REACH OF CHILDREN

PRECAUCION: AL USUARIO: Si usted no lee Inglés, no use este producto hasta que la etiqueta le haya sido explicada ampliamente. **(TO THE USER:** If you cannot read English, do not use this product until the label has been fully explained to you.)

CONTAINS: Aqua (7732-18-5), C9-11 Pareth-3 (ethoxylated C9-11 alcohols) (68439-46-3), Ethoxylated C10-14 alcohols (66455-15-0), Alkyl C12-16 Dimethylbenzyl Ammonium Chloride (68424-85-1), Ethyl Methylphenylglycidate (77-83-8), Methyl Ionone (1335-46-2), 4-(4 hydroxyphenyl)butan-2-one (5471-51-2), Benzyl Acetate (140-11-4), Ethyl Maltol (4940-11-8), Vanillin (121-33-5), Benzyl Salicylate (118-58-1), Butan-1-yl-3-hydroxybutanoate; butyl-3-hydroxybutyrate (53605-94-0), and Dipropylene Glycol N-butyl Ether (29911-28-2).
For more ingredient information visit: www.Momar.com

ID NUMBER:	----
PROPER SHIPPING NAME:	Compounds Cleaning Liquid
D.O.T. CLASS:	----
PACKAGING GROUP:	----

HEALTH	1	REACTIVITY	0
FLAMMABILITY	0	PERSONAL PROT	B

888

Lot #:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

Meeting Date: 12/12/2023 Item #15.

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 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 Palmer & Cay, LLC 3050 Peachtree Road, NW Suite 475 Atlanta GA 30305-2206	**CONTACT NAME:** Emily Blanton **PHONE (A/C, No, Ext):** 404-991-6003 **FAX (A/C, No):** 404-991-6060 **E-MAIL ADDRESS:** emily.blanton@palmerandcay.com
INSURED Momar, Inc.; AquaTrol; MinTech Services, LLC Superco Specialty Products A Division of Momar Inc AIS Specialty Products, Inc. 1830 Ellsworth Industrial Drive, NW Atlanta GA 30318-3746	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Starr Indemnity & Liability Company — 38318 **INSURER B :** Lloyds of London — 85202 **INSURER C :** Ironshore Specialty Insurance Company — 25445 **INSURER D :** Hiscox Insurance Company — 10200 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 602738571 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X BI/PD Ded: 10000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC X OTHER: Pollution/Prod			1000067709221	11/1/2022	11/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Aggregate	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS			1000679440221	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			1000337879221	11/1/2022	11/1/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		100000194707	11/1/2022	11/1/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D B C	Professional Liability Excess Professional Liability Umbrella/Excess Liability			ANE1785474.22 B0621PHARR007622 XSCUW0013477000	7/30/2022 7/30/2022 11/1/2022	7/30/2023 7/30/2023 11/1/2023	Each Claim/ Aggregate Each Claim/ Aggregate Occurrence/Aggregate	2,000,000 3,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Thirty (30) days notice of cancellation applies to the policies.

CERTIFICATE HOLDER

For Informational Purposes Only

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

J. Richard Conner

© 1988-2014 ACORD CORPORATION. All rights r .

City of Cooper City, Florida
ITB 2023-4-UTL, Odor Control Chemicals

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**)

Momar, INC

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Leslie Treadway
Signature of Affiant

Leslie Treadway
Print Name

8/21/23
Date

STATE: ~~FLORIDA~~ Georgia
COUNTY: Cherokee

Sworn to (or affirmed) and subscribed before me this 22 day of August, 2023 by: Leslie Treadway.
Name of person making statement

Jennifer Long
Signature of Notary Public - State of ~~Florida~~ Georgia

(NOTARY SEAL)

Jennifer Long
Name of Notary Typed, Printed, or Stamped

JENNIFER LONG NOTARY PUBLIC CHEROKEE COUNTY GEORGIA My Commission Expires 03-16-2025

Personally Known ✓ OR Produced Identification ____

Type of Identification Produced ____

ATTACHMENT M

NON-CONFLICT OF INTEREST STATEMENT

A. A. I am the Sales Coordinator (Title) of Momar, INC (Company Name) with a local office in Atlanta, GA and principal office in Atlanta, GA

B. The entity hereby submits a proposal/offer in response to **ITB 2023-4-UTL, ODOR CONTROL CHEMICALS.**

C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.

J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

Leslie Treadway
Signature of Affiant

Leslie Treadway
Printed Name & Title

8/21/23
Date

STATE: ~~FLORIDA~~ Georgia
COUNTY: Cherokee

Sworn to (or affirmed) and subscribed before me this 22 day of August, 2023 by: Leslie Treadway
Name of person making statement

Jennifer Long
Signature of Notary Public - State of ~~Florida~~ Georgia

Jennifer Long
Name of Notary Typed, Printed, or Stamped

JENNIFER LONG NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA My Commission Expires 5-16-2026

(NOTARY SEAL)

Personally Known V OR Produced Identification ____

Type of Identification Produced ____

Meeting Date: 12/12/2023 Item #15.

CITY OF ATLANTA
55 Trinity Avenue SW
Suite 1350
Atlanta GA 30303

OCCUPATION TAX REGIS

VALID ONLY WHEN OCCUPATION REGISTRATION TAX REQUIREMENTS ARE PAID

2023

Business Name:	MOMAR INC	**Business Type(s):**	325411 Medicinal and Botanical Manufacturing
Business Location:	1830 ELLSWORTH IND DR NW ATLANTA, GA 30318	**Mailing Address:**	1830 ELLSWORTH IND DR NW ATLANTA, GA 30318
Owner:			
License Number:	LGB-000335-2020	**License Type:**	General Business License
Issued Date:	2/15/2023	**Classification:**	Retail Trade
Expiration Date:	12/31/2023		

Mohamed Balla

Mohamed Balla, Chief Financial Officer

DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION. NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS. NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S) IS REQUIRED. CERTIFICATE NOT TRANSFERABLE IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD. CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270 THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS.

TO BE POSTED IN A CONSPICUOUS PLACE

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: Leslie Treadway Sales Coordination Mgr.
   (print individual's name and title)

   for: Momar, INC
   (print name of entity submitting sworn statement)

   whose business address is: 1830 Ellsworth Ind. DR. Atlanta GA. 30318

   and (if applicable) its Federal Employer Identification Number (FEIN) is: 58-0524461

   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a) A predecessor or successor of a person convicted of a public entity crime; or

   b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

ATTACHMENT C
(Page 2 of 2)

6. Based on information and belief, the statement, which I have marked below, is true in relations 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.

Leslie Treadway
Signature

STATE: ~~**FLORIDA**~~ Georgia
COUNTY: Cherokee

Sworn to (or affirmed) and subscribed before me this 22 **day of** August, 2023 **by:** Leslie Treadway.
Name of person making statement

Jennifer Long
Signature of Notary Public - State of ~~Florida~~ Georgia

(NOTARY SEAL)

Jennifer Long
Name of Notary Typed, Printed, or Stamped

JENNIFER LONG NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA My Commission Expires 03-16-2026

Personally Known ✓ **OR** **Produced Identification** ____

Type of Identification Produced ____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Momar Incorporated

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.
P.O. Box 19569

Requester's name and address (optional)

6 City, state, and ZIP code
Atlanta, GA 30325

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
5 8 – 0 5 2 4 4 6 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Jamika Brown Date ▶ 1/5/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Agency Name City of Cooper City, FL
Bid Number ITB-2023-4-UTL-0-2023/BD
Bid Name Odor Control Chemicals
Bid Due Date 08/24/2023 15:00:00 Eastern
Bid Opening Closed

5 response(s) found

Company	Responded	Address	BidAmount	Status	Documents	Sent
Atmos Technologies	08/18/2023 13:16:15 Eastern	17 Campus Blvd, Ste 100,Newtown Square,PA,19073	$5,087.5000	Complete	Bid Document Certificate of Insurance W-9 form Drug Free Workplace Certification Non-Collusive Affidavit Sworn Statement on Public Entity Crimes Permits and Licenses	Electronic/Online Electronic/Online Electronic/Online Electronic/Online Electronic/Online Electronic/Online Electronic/Online
BioSafe Systems	08/23/2023 08:59:34 Eastern	22 Meadow Road,East Harftord,CT,06108	$3,750.0000	Complete	Bid Document Certificate of Insurance W-9 form Drug Free Workplace Certification Non-Collusive Affidavit Sworn Statement on Public Entity Crimes Permits and Licenses	Electronic/Online Electronic/Online Electronic/Online Electronic/Online Electronic/Online Electronic/Online Electronic/Online
Hill Manufacturing Company, Inc.	08/14/2023 09:56:49 Eastern	1500 JONESBORO RD SE,ATLANTA,GA,30315	$4,675.0000	Complete	Bid Document Certificate of Insurance W-9 form Drug Free Workplace Certification Non-Collusive Affidavit Sworn Statement on Public Entity Crimes Permits and Licenses	Electronic/Online Electronic/Online Electronic/Online Electronic/Online Electronic/Online Electronic/Online Electronic/Online
KSM Solutions	08/04/2023 12:18:03 Eastern	3191 Whitfield Ct.,Waterford,MI,48329	$4,262.5000	Incomplete	Bid Document Certificate of Insurance Drug Free Workplace Certification Non-Collusive Affidavit Sworn Statement on Public Entity Crimes Permits and Licenses	Electronic/Online Electronic/Online Electronic/Online Electronic/Online Electronic/Online Electronic/Online
Momar, Inc.	08/22/2023 17:17:25 Eastern	1830 Ellsworth Industrial Dr. NW,Atlanta,GA,30318	$3,283.5000	Complete	Bid Document Certificate of Insurance W-9 form Drug Free Workplace Certification Non-Collusive Affidavit Sworn Statement on Public Entity Crimes Permits and Licenses	Electronic/Online Electronic/Online Electronic/Online Electronic/Online Electronic/Online Electronic/Online Electronic/Online

Vendor Compliance Check List

Vendor: Momar, Inc. FEIN: 58-0524461	Does Vendor appear on the following:	
	YES	NO
Florida Convicted Vendor List	☐	☒
Florida Suspended Contractors	☐	☒
Scrutinized Companies	☐	☒
Broward County Debarred List	☐	☒
State of Florida Corporations (Sun Biz)	☒	☐
E-Verify	☒	☐
Verified by: Purchasing	Date: Monday, November 27, 2023	

Vendor Compliance Check List

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains a "list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

There are currently no vendors on this list.

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

Vendor Compliance Check List

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
Engen Botswana	Sudan & Iran	Botswana	March 24, 2015	Yes
FACC AG	Sudan	Austria	June 4, 2019	Yes
Gazprom	Iran	Russia	September 19, 2007	Yes
Gazprom Neft	Iran	Russia	September 16, 2008	Yes
Gazprom Promgaz	Iran	Russia	June 4, 2019	Yes
GPN Capital SA	Iran	Luxembourg	June 4, 2019	Yes
Harbin Electric Co. Ltd.	Sudan	China	September 19, 2007	Yes
Hindustan Petroleum Corporation Ltd	Sudan & Iran	India	June 13, 2018	Yes
Indian Oil Corp Ltd (IOCL)	Sudan & Iran	India	September 19, 2007	Yes
Jiangxi Hongdu Aviation	Sudan	China	September 19, 2007	Yes
KLCC Property Holdings Bhd	Sudan & Iran	Malaysia	April 14, 2009	Yes
Kunlun Energy Company Ltd.	Sudan & Iran	Hong Kong	September 19, 2007	Yes
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

Vendor Compliance
Check List

Table 9: Scrutinized Companies that Boycott Israel

New companies on the list are shaded and in bold. (One company was added this quarter.)

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Betsah Invest SA	Luxembourg	August 2, 2016
Betsah SA	Luxembourg	August 2, 2016
Cactus SA	Luxembourg	August 2, 2016
Co-operative Group Limited	United Kingdom	September 26, 2017
Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd	Turkey	August 2, 2016
Morningstar, Inc (Sustainalytics)	**United States**	**October 25, 2023**
Unilever PLC (Ben & Jerry's parent company)	United Kingdom	July 29, 2021
Hindustan Unilever Ltd	India	July 29, 2021
PT Unilever Indonesia Tbk	Indonesia	July 29, 2021
Unilever Bangladesh Ltd	Bangladesh	July 29, 2021
Unilever Capital Corp (Unilever PLC bond issuance)	United States	July 29, 2021
Unilever Caribbean Ltd	Trinidad and Tobago	July 29, 2021
Unilever Consumer Care Ltd	Bangladesh	July 29, 2021
Unilever Côte d'Ivoire	Ivory Coast	July 29, 2021
Unilever Finance Netherlands BV (Unilever PLC bond issuance)	Netherlands	July 29, 2021

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Unilever Ghana Ltd	Ghana	July 29, 2021
Unilever Nigeria Plc	Nigeria	July 29, 2021
Unilever Pakistan Foods Ltd	Pakistan	July 29, 2021
# of Companies that Boycott Israel	18	

Vendor Compliance Check List

Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

Federal Debarred Supplier List
State of Florida Debarred Supplier Lists
State of Florida List of Scrutinized Companies doing business with Iran and Sudan

The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.

Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.

A & C Contractors, Inc.	02/24/92	Fieldcrest International	10/23/91	Reddick Property Svcs/Broward Cty	02/21/95
A.J. McMasters	07/03/91	Florida Fire Apparatus Corp.	04/07/87	Reeves Equipment & Supply	06/29/04
A-1 Pied Piper Pest Control	10/25/99	FVL Contracting Co.	07/01/89	Richard Jones & Associates	05/12/95
Ace Lock and Security Supply	05/23/05	Gator Express	10/01/94	Roman Waterproofing	09/30/97
Action Trophies & Awards	05/26/92	George W. Murray Contractors	12/08/99	Rust Wizard Inc.	03/24/17
Agra-Cycle Corporation	11/06/01	Glo & Go Inc.	04/01/93	S H Marketing, Inc.	08/17/20
All County Plumbing Contractors, Inc.	07/08/20	Global Transmissions	09/10/92	S.T. Wicole Const. Corp.	05/06/91
All County Plumbing, Inc.	08/17/20	Globe Electric Company, Inc.	12/10/03	Saber Sales, Inc.	11/08/88
Alpha Construction Svces & Consulting Svces	08/11/20	Graphic Productions Co.	02/27/90	Saints-Enterprises II, LLC	12/15/20
Ammunition Reloaders	05/22/92	HDC Advertising, Inc.	05/06/03	Samantha L. List, P.A.	08/11/20
Ann Lipkowitz, Broker	08/21/92	Hegla Construction, Inc.	08/20/92	Screen Graphics	09/01/92
Atech Fire & Security, Inc.	10/10/03	Henze Services, Inc.	08/19/93	Semes Enterprises	01/03/92
Atlas Pen & Pencil Co.	12/26/90	H-Way Corporation	10/25/99	Shamus Corporation	06/29/04
Ben Kough & Associates	01/10/96	Infinite Distributors LLC	09/30/20	Sheerson Construction, Inc.	05/17/00
Bob's Towing	06/09/04	Intercoastal Marketing, LLC	12/15/20	Shiv Lingam Kirtan Mandali Inc.	08/06/20
BRC Construction Company, Inc.	12/14/05	J M List Services, LLC	08/11/20	SLL Consulting LLC	08/11/20
Broward Plumbing Specialists, Inc.	08/17/20	JJM List Services, LLC	08/11/20	Southeast Underground Utilities Corp.	12/12/17
Caribbean Air Surveys, Inc.	03/01/91	JM List, Incorporated	08/11/20	Southgate Const. & Realty	11/07/90
Central Florida Nurseries	08/16/91	John Rogers Corporation Company, Inc.	11/13/90	Spectrum Signal Co., Inc.	03/04/91
Central Press	04/17/95	Joyce Office ProductsKDG	01/05/94	Spirit Services Company, Inc.	12/13/00
Chemtel Supplies, Inc.	11/21/05	Land & Sea Construction	03/18/96	St. Andrew Industries, Inc.	06/16/95
Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services)	01/15/92	Lawn Wizard USA, Inc.	09/29/15	Statewide Transportation & Recovery Services	11/02/00
		Lawn Wizard USA, LLC	03/24/17	Termark Security Systems	06/03/99
Coastal Carting Ltd.	03/16/96	Mancini Builders	01/04/94	The Parts Connection	06/30/92
Coastal Industries USA, LLC (d/b/a Rust Wizard)	03/24/17	Marquee Enterprises, Inc.	06/08/07	Toilet Taxi Corp.	07/07/15
		Marsten/THG Modular Leasing	12/13/95	Total Connection	04/30/92
Coastal Utilities, Inc.	03/05/99	Major Computer, Inc.	10/28/91	Toussaint Landscaping	11/04/92
Compass Corp.	06/29/04	Med Sure Associates	05/05/97	Transglobal Marketing	12/28/92
Control Press	06/29/04	Moody Maintenance Products	04/06/06	Tropical Growers USA, Inc.	03/24/17
Cordes Door Co., Inc.	09/01/96	Nighthawk International Corp.	10/25/96	Truck City Body Corp.	12/01/96
Cox & Palmer Const. Corp.	03/14/89	OJS Systems, Inc.	12/22/14	Urban Organization, Inc.	03/05/99
Custom Design To A Tee	05/15/96	Omega Group, Inc.	10/30/97	Vees Supply, LLC	08/17/20
Degen's Lawn & Garden Inc.	11/04/11	Precision Detailing dba J M List Services	08/11/20	Venturi Supplies, Inc.	08/17/20
Digital Comm Inc.	05/16/11	Protective Service Int'l	03/01/91	VIMAC USA, Inc.	05/31/17
Dixie Lock & Supply Inc.	02/17/92	Public Safety Systems	03/04/91	Viravar, LLC	08/17/20
Eastern Elevator Service, Inc.	02/13/19	Puskadi Ltd.	11/07/90	Weiser Security Services	12/09/93
Federal Fence Co., Inc.	11/12/90	Quality Loan Service	03/07/91	Wildcat Wrecking Corp.	09/10/92
		Rahming Funeral Home	09/01/92	Woodcraft Custom Homes	06/06/88
		RC Aluminum Industries Inc.	06/20/14	Z & Z, Inc.	08/11/20

Vendor Compliance Check List

2023 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 840363

Entity Name: MOMAR, INC.

Current Principal Place of Business:

1830 ELLSWORTH INDUSTRIAL DRIVE, NW
ATLANTA, GA 30318

Current Mailing Address:

1830 ELLSWORTH INDUSTRIAL DRIVE, NW
ATLANTA, GA 30318

FEI Number: 58-0524461

FILED
Jan 25, 2023
Secretary of State
1515760883CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

WONG, RICHARD
18648 AVENUE CAPRI
LUTZ, FL 33558 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P	Title	COO
Name	MOHR, JULIAN B	Name	JAMIESON, HEATHER
Address	1830 ELLSWORTH IND DRIVE	Address	1830 ELLSWORTH IND DRIVE
City-State-Zip:	ATLANTA GA 30318	City-State-Zip:	ATLANTA GA 30318

Title	CFOV
Name	BEARD, MIKE
Address	1830 ELLSWORTH IND. DR.
City-State-Zip:	ATLANTA GA 30318

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: MICHELLE MARSHALL SR. AP COORDINATOR 01/25/2023

Electronic Signature of Signing Officer/Director Detail — Date

Vendor Compliance Check List

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Momar, Inc.		Open	04/11/2012		100 to 499	1	GA

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/5/2023

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 Palmer & Cay, LLC 3050 Peachtree Rd NW Suite 475 Atlanta GA 30305	**CONTACT NAME:** Aisha Beard **PHONE (A/C, No, Ext):** 404-633-5800 **FAX (A/C, No):** 404-991-6060 **E-MAIL ADDRESS:** aisha.beard@palmerandcay.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
INSURED MOMAINC-01 Momar, Inc; AquaTrol; MinTech Services, LLC; CNS Industries dba SuperCo Specialty Products; AIS Specialty Products, Inc 1830 Ellsworth Industrial Drive NW Atlanta GA 30318	**INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** Everest Indemnity Insurance Company — 10851 **INSURER C :** Ironshore Specialty Insurance Company — 25445 **INSURER D :** Ascot Specialty Insurance Company — 23752 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1798277161 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	EF4ML06710-231	11/1/2023	11/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X BI/PD Ded: 10000						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: Pollution/Prod						Aggregate	$ 2,000,000
A	AUTOMOBILE LIABILITY	Y		MWTB 318046 23	11/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			EF4CU01776-231	11/1/2023	11/1/2024	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	MWC 318045 23	11/1/2023	5/1/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Umbrella/Excess Liability			XSCUW0013477001	11/1/2023	11/1/2024	Occurrence/Aggregate	10,000,000
D	Motor Cargo Liability/Transit			MACA2310003742-01	11/1/2023	11/1/2024	Limit	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives are included as an Additional Insured-Primary and Non-Contributory by the General Liability policy if required by written contract. A Waiver of Subrogation is included where permissible by law by the General Liability, Automobile Liability, Workers' Compensation & Employers Liability, and Professional Liability policies in favor of the aforementioned Additional Insured(s) if required by written contract. In the event of cancellation by the Insurance Company the General Liability, Automobile Liability, Workers' Compensation & Employers Liability, and Professional Liability policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the Certificate Holder if required by written contract. Policies do not contain a severability of interest of cross liability exclusion.

CERTIFICATE HOLDER

City of Cooper City
9090 S.W. 50th Place
Cooper City FL 33328

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J. Richard Conner

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POLICY NUMBER: EF4ML06710-231

EVEREST ENVIRONMENTAL PLUS
ECG 21 877 08 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

EVEREST ENVIRONMENTAL PLUS COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any owner, lessee or contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of the loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or a "pollution incident" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Liability and Deductible:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1 Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this Policy remain unchanged.

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POLICY NUMBER: EF4ML06710-231

EVEREST ENVIRONMENTALPLUS
ECG 04 843 05 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

EVEREST ENVIRONMENTALPLUS COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that is:

1. An owner of real or personal property on which you are performing operations; or
2. A contractor on whose behalf you are performing operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Paragraph **19. Subrogation** of **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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used with its permission.

POLICY NUMBER: MWC 318045 23

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

REQUESTED PER CONTRACT SPECIFICATIONS TO THE EXTENT ALLOWABLE BY LAW

DATE OF ISSUE: 10-27-23

© 1983 National Council on Compensation Insurance.

POLICY NUMBER: EF4ML06710-231

EVEREST ENVIRONMENTAL PLUS
ECG 24 699 09 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

EVEREST ENVIRONMENTAL PLUS COVERAGE FORM

SCHEDULE

Designated Person or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and we will not seek contribution from any other insurance available to the person or organization designated in the Schedule above which you have agreed to insure under this Policy provided that:

(1) Such person or organization is an insured under this Policy; and

(2) An "insured contract" requires this insurance to be primary.

All other terms and conditions of this Policy remain unchanged.

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CITY OF Cooper City
Someplace Special

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Administration

DATE: 12/12/2023

SUBJECT: Motion to Approve a Sixth Amendment to agreement with John M. Perez to administer programs funded by the American Rescue Plan Act (ARPA) of 2021 and approval of appropriation of funds. - Administration

CITY MANAGER RECOMMENDATION:
The City Manager Recommends approval of the Sixth Amendment with John M. Perez, to administer the programs and initiatives proposed for funding by ARPA and approve appropriation of funds

BACKGROUND OF ITEM:
The City of Cooper City has received a total of $17,930,000 of ARPA-related funds. Staff reviewed the project guidelines and developed a preliminary list of projects that were considered and approved by the Commission.

These funds were primarily established for use in four main categories: support urgent Covid-19 response efforts to decrease the spread of the virus and the pandemic; replace lost revenues for municipalities to strengthen support for vital public services and help to retain jobs; support immediate economic stabilization for households and businesses; and address systematic public health/economic challenges that have contributed to the unequal impact of the pandemic.

ANALYSIS:
ARPA funds have allowed the City to undertake projects beyond the City's regular operations and therefore, is beyond the routine staffing allocation in the annual budget. As such, additional staffing and/or consulting services are required. There are approximately 60 programs and initiatives being progressed.

There is a need for staff resources to setup programs (research program guidelines; ensure project eligibility and compliance; develop implementation schedule, etc.) and coordinate the City's efforts among the various departments. The ARPA guidelines acknowledge the need for additional staff to support ARPA execution and allow for administrative costs to be included within the funding. John M. Perez has the requisite experience and has been coordinating this effort over the last 17 months (bio attached).

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FISCAL IMPACT:
The proposed hourly rate is $70 per hour, with the City incurring no benefits, with a not to exceed amount of $40,000. These are eligible ARPA administrative costs that qualify for funding from the City's ARPA allocation.

General Ledger Acct. Number	Budgeted Amount FY 2023	Previously Used FY 2023	Requested Amount	Remaining Amount
110-160-531100-519	$615,011	$207,400.87	$40,000.00	$367,610.13

ALTERNATIVES:
None.

ATTACHMENTS:
1. Original Agreement
2. 1st Amendment
3. 2nd Amendment
4. 3rd Amendment
5. 4th Amendment
6. 5th Amendment
7. 6th Amendment
8. Bio

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Budget	12/01/23 11:21 AM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to City Clerk	12/01/23 11:23 AM
	The fiscal impact section of this staff report is correct.		
Allen, Tedra	Assigned to City Clerk	Route to Attorney	12/01/23 11:40 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	12/01/23 11:52 AM
	There is an inconsistency with the staff report and motion for this item. It appears that administration is recommending approval of the Sixth Amendment; however, the report and motion reference an amended and restated agreement. I believe that the motion and staff report need to be corrected.		
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	12/01/23 01:25 PM
	Documents revised to reflect 6th amendment.		
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	12/01/23 05:11 PM
Allen, Tedra	END WORKFLOW - APPROVED		12/01/23 05:14 PM

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 21 day of July, **2022**, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

JOHN MICHAEL PEREZ, an **INDIVIDUAL** authorized to do business in the State of Florida, with a business address of 5275 North Dixie Highway, Unit A1 Oakland Park, Florida 33334**,** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Section 2-258(g) of the City's Code of Ordinances provides an exception to the City's competitive solicitation requirements for "professional services," which are defined as "contracts for the service of professionals, including but not limited to the practice of law, management consulting, medicine, real estate appraisal, or other area of expertise as determined by the city manager or designee to be in the best interest of the city." In accordance with this provision, the CITY has reviewed the qualifications, work history, and other relevant data provided by the CONSULTANT and determined that the CONSULTANT is being engaged to provide a professional service.

Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken and this Agreement incorporates the results of such negotiation.

The Original Agreement is hereby terminated and replaced with this Amended and Restated Professional Services Agreement.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform program management consulting services, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2.2 Unless otherwise provided for herein, CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner. CITY shall provide CONSULTANT with a laptop and IT support necessary to ensure that CONSULTANT has access to the information needed to perform the duties and responsibilities set forth herein.

2.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.5 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall be for two (2) months, commencing on July 21, 2022, and terminating on September 20, 2022.

3.2 This Agreement may be terminated by either party for cause, or convenience, upon seven (7) days written notice to the other party, in which event the CONSULTANT shall be paid its compensation for services performed to termination date. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

3.4 SCRUTINIZED COMPANIES. CONSULTANT certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONSULTANT agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONSULTANT, its affiliates, or its subConsultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subConsultants are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then

they shall become inoperative.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONSULTANT shall be compensated at the hourly rate of $60.00, and the total compensation for this Agreement shall not exceed $19,500. CONSULTANT shall submit invoices to the CITY on a Biweekly basis for services performed. The invoices shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

4.2 CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONSULTANT at:

John Michael Perez
5275 North Dixie Highway Unit A1 Oakland Park, Fl 33334

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONSULTANT be compensated for any work, which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONSULTANT shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to

this Agreement.

6.2 CONSULTANT shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 ($10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7 – NOT USED
INSURANCE

ARTICLE 8
INDEPENDENT CONSULTANT

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent Consultant under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's Funds provided

for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service.

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law.

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO

THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
9090 S.W. 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCityFL.org

ARTICLE 11
E-VERIFY

CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

11.1 Definitions for this Section:

11.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONSULTANT.

11.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

11.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

11.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

11.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract.

11.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

11.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but

is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 12
MISCELLANEOUS

12.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONSULTANT's work product for its intended purposes.

12.2 **Records.** CONSULTANT shall keep such records and accounts and require any and all subConsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

12.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.4 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee,

commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY
City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300

Copy To:
Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Consultant
John Michael Perez
5275 North Dixie Highway Unit A1 Oakland Park, Fl 33334
E-mail: jmptm1@hotmail.com
Phone: 954-275-5457

12.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and

effect, and be enforced to the fullest extent permitted by law.

12.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

12.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

12.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

TEDRA ALLEN, CITY CLERK

By: JOSEPH NAPOLI, CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CONSULTANT:

JOHN MICHAEL PEREZ

By:
Name: John Michael Perez
Title: ARPA MANAGER

STATE OF Florida)
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared John Michael Perez as ARPA Manager of **John Michael Perez**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **John Michael Perez** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 21st day of July, **2022**.

NOTARY PUBLIC

RUTH FREESTON
MY COMMISSION #HH042630
EXPIRES: OCT 26, 2024
Bonded through 1st State Insurance

Ruth Freeston
(Name of Notary Typed, Printed or Stamped)

Exhibit A

The CITY seeks the CONSULTANT to perform the necessary tasks and objectives necessary to utilize the CITY's allocated American Rescue Plan Act (ARPA) funding as provided through the Coronavirus Local Fiscal Recovery Fund Agreement.

1. Review and become knowledgeable of the categories and restrictions of ARPA as they relate to spending by the CITY.
2. Continue to build and improve upon the CITY's ARPA Plan that includes:
    a. A process for analyzing, selecting, and monitoring projects.
    b. Prioritization of projects by eligibility and sustainability.
    c. A spend plan with associated timeline.
    d. Processes and procedures, to include all procurement requirements for solicitations required in the spend plan.
    e. A reporting system to include status of project completion to internal and external stakeholders.
3. Prepare presentations as needed for Commission review and public outreach.
4. Perform additional projects and or initiatives that are mutual agreed upon by both parties

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT is , dated the 27th day of September, **2022**, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

JOHN MICHAEL PEREZ, an **INDIVIDUAL** authorized to do business in the State of Florida, with a business address of 5275 North Dixie Highway, Unit A1 Oakland Park, Florida 33334**,** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, on _____, the CITY and CONSULTANT entered into a Professional Services Agreement ("Original Agreement") whereby CONSULTANT agreed to provide consulting services related to the American Rescue Plan Act ("ARPA"); and

WHEREAS, the Original Agreement expires on September 20, 2022; and

WHEREAS, the Parties seek to amend the Original Agreement and extend the term, as set forth herein; and

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Section 3.1 of the Original Agreement is hereby amended to read, as follows:

3.1 The renewal term of this agreement shall commence on September 21, 2022 and shall continue for three (3) months, terminating on December 20, 2022. Either party may terminate this agreement, for convenience, by providing the other party with no less than thirty (30) days' written notice. Upon termination of this agreement by either party, the CONSULTANT shall be compensated for all work performed through the effective date of the termination.

SECTION 3. Section 4.1 of the Original Agreement is hereby amended to read, as follows:

4.1 CONSULTANT shall be compensated at the hourly rate of $60.00, and the total compensation for this Agreement shall not exceed $35,000. CONSULTANT shall submit invoices to the CITY on a Biweekly basis for services performed. The invoices shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

SECTION 4. The terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically amended herein. In the event of any conflicts between this First Amendment and the Original Agreement, this First Amendment shall prevail.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

Tedra Allen
TEDRA ALLEN, CITY CLERK

By: _____
GREG ROSS, MAYOR

APPROVED AS TO FORM:

_____
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

JOHN MICHAEL PEREZ

By: _____
Name: John Michael Perez
Title: Orpa Manager

STATE OF Florida)
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared John Michael Perez as _____ of **John Michael Perez**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **John Michael Perez** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 13th day of October, **2022**.

_____
NOTARY PUBLIC

JENNA L. MONTOYA
MY COMMISSION #HH042636
EXPIRES: OCT 11, 2024
Bonded through 1st State Insurance

Jenna L Montoya
(Name of Notary Typed, Printed or Stamped)

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT is , dated the 10th day of January, **2023**, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

JOHN MICHAEL PEREZ, an **INDIVIDUAL** authorized to do business in the State of Florida, with a business address of 5275 North Dixie Highway, Unit A1 Oakland Park, Florida 33334**,** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, on July 21, 2022, the CITY and CONSULTANT entered into a Professional Services Agreement ("Original Agreement") whereby CONSULTANT agreed to provide consulting services related to the American Rescue Plan Act ("ARPA"); and

WHEREAS, the Original Agreement expired on September 20, 2022; and

WHEREAS, on September 27, 2022, the CITY and the CONSULTANT entered into the First Amendment to the Original Agreement, extending the term thereof to December 20, 2022; and

WHEREAS, the Parties seek to further amend the Original Agreement, as amended, and extend the term, as set forth herein; and

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Section 3.1 of the Original Agreement is hereby amended to read, as follows:

3.1 The renewal term of this agreement shall commence on December 21, 2022 and shall continue for three (3) months, terminating on March 19, 2023. Either party may terminate this agreement, for convenience, by providing the other party with no less than thirty (30) days' written notice. Upon termination of this agreement by either party, the CONSULTANT shall be compensated for all work performed through the effective date of the termination.

SECTION 3. Section 4.1 of the Original Agreement is hereby amended to read, as follows:

4.1 CONSULTANT shall be compensated at the hourly rate of $60.00, and the total compensation for this Agreement shall not exceed $35,000. CONSULTANT shall submit invoices to the CITY on a Biweekly basis for services performed. The invoices shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

SECTION 4. The terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically amended herein. In the event of any conflicts between this First Amendment and the Original Agreement, this First Amendment shall prevail.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

Tedra Allen
TEDRA ALLEN, CITY CLERK

By: _____
GREG ROSS, MAYOR

APPROVED AS TO FORM:

_____
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

JOHN MICHAEL PEREZ

By: _____
Name: John Michael Perez
Title: ARPA Manager

STATE OF Florida)
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared John Perez as _____ of **John Michael Perez**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **John Michael Perez** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 10th day of January, **2023**.

TEDRA ALLEN
MY COMMISSION EXPIRES DECEMBER 6, 2024
#HH 029756
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Tedra Allen
NOTARY PUBLIC

Tedra Allen
(Name of Notary Typed, Printed or Stamped)

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)



THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT is dated the **28th** day of **March, 2023**, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

JOHN MICHAEL PEREZ, an **INDIVIDUAL** authorized to do business in the State of Florida, with a business address of 5275 North Dixie Highway, Unit A1 Oakland Park, Florida 33334, (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, on July 22, 2021, the CITY and CONSULTANT entered into a Professional Services Agreement ("Original Agreement") whereby CONSULTANT agreed to provide consulting services related to the American Rescue Plan Act ("ARPA"); and

WHEREAS, the Original Agreement expired on September 20, 2022; and

WHEREAS, on September 27,2022, the CITY and the CONSULTANT entered into the First Amendment to the Original Agreement, extending the term thereof to December 20, 2022; and

WHEREAS, on January 10, 2023, the CITY and the CONSULTANT entered into the Second Amendment to the Original Agreement, extending the term thereof to March 19, 2023; and

WHEREAS, the Parties seek to further amend the Original Agreement, as amended, and extend the term, as set forth herein; and

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Section 3.1 of the Original Agreement is hereby amended to read, as follows:

3.1 The renewal term of this agreement shall commence on March 20, 2023 and shall continue for three (3) months, terminating on June 20, 2023. Either party may terminate this agreement, for convenience, by providing the other party with no less

than thirty (30) days' written notice. Upon termination of this agreement by either party, the CONSULTANT shall be compensated for all work performed through the effective date of the termination.

SECTION 3. Section 4.1 of the Original Agreement is hereby amended to read, as follows:

4.1 CONSULTANT shall be compensated at the hourly rate of $60.00, and the total compensation for this Agreement shall not exceed $35,000. CONSULTANT shall submit invoices to the CITY on a Biweekly basis for services performed. The invoices shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

SECTION 4. The terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically amended herein. In the event of any conflicts between this Third Amendment, the Second Amendment, the First Amendment and the Original Agreement, this Third Amendment shall prevail.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

Tedra Allen
TEDRA ALLEN, CITY CLERK

By: _____
GREG ROSS, MAYOR

APPROVED AS TO FORM:

_____
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

JOHN MICHAEL PEREZ

By: _____
Name: John Michael Perez
Title: ABPA Manager

STATE OF Florida)
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared John Perez as _____ of **John Michael Perez**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **John Michael Perez** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 29th day of March, **2023**.

TEDRA ALLEN
MY COMMISSION EXPIRES DECEMBER 6, 2024
#HH 029756
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

_____
NOTARY PUBLIC

Tedra Allen
(Name of Notary Typed, Printed or Stamped)

Tedra Allen
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)



FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT is dated the 13th day of June, **2023**, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

JOHN MICHAEL PEREZ, an **INDIVIDUAL** authorized to do business in the State of Florida, with a business address of 5275 North Dixie Highway, Unit A1 Oakland Park, Florida 33334, (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, on July 22, 2021, the CITY and CONSULTANT entered into a Professional Services Agreement ("Original Agreement") whereby CONSULTANT agreed to provide consulting services related to the American Rescue Plan Act ("ARPA"); and

WHEREAS, the Original Agreement expired on September 20, 2022; and

WHEREAS, on September 27,2022, the CITY and the CONSULTANT entered into the First Amendment to the Original Agreement, extending the term thereof to December 20, 2022; and

WHEREAS, on January 10, 2023, the CITY and the CONSULTANT entered into the Second Amendment to the Original Agreement, extending the term thereof to March 19, 2023; and

WHEREAS, on March 28, 2023, the CITY and the CONSULTANT entered into the Third Amendment to the Original Agreement, extending the term thereof to June 20, 2023; and

WHEREAS, the Parties seek to further amend the Original Agreement, as amended, and extend the term, as set forth herein; and

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Section 3.1 of the Original Agreement is hereby amended to read, as follows:
3.1 The renewal term of this agreement shall commence on June 20, 2023 and shall continue for three (3) months, terminating on September 20, 2023. Either party may terminate this agreement, for

convenience, by providing the other party with no less than thirty (30) days' written notice. Upon termination of this agreement by either party, the CONSULTANT shall be compensated for all work performed through the effective date of the termination.

SECTION 3. Section 4.1 of the Original Agreement is hereby amended to read, as follows: 4.1 CONSULTANT shall be compensated at the hourly rate of $60.00, and the total compensation for this Agreement shall not exceed $35,000. CONSULTANT shall submit invoices to the CITY on a Biweekly basis for services performed. The invoices shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

SECTION 4. The terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically amended herein. In the event of any conflicts between this Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment and the Original Agreement, this Fourth Amendment shall prevail.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

_____
TEDRA ALLEN, CITY CLERK

By: _____
GREG ROSS, MAYOR

APPROVED AS TO FORM:

_____
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

JOHN MICHAEL PEREZ

By: _____
Name: John Michael Perez
Title: ARPA MANAGER

STATE OF Florida)
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared John M. Perez as — of **John Michael Perez**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **John Michael Perez** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 14th day of June, **2023**.

_____
NOTARY PUBLIC

RUTH FREESTON
MY COMMISSION #HH042630
EXPIRES: OCT 26, 2024
Bonded through 1st State Insurance

Ruth Freeston
(Name of Notary Typed, Printed or Stamped)

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIFTH AMENDMENT is dated the 12th day of September, **2023**, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

JOHN MICHAEL PEREZ, an **INDIVIDUAL** authorized to do business in the State of Florida, with a business address of 5275 North Dixie Highway, Unit A1 Oakland Park, Florida 33334, (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, on July 22, 2021, the CITY and CONSULTANT entered into a Professional Services Agreement ("Original Agreement") whereby CONSULTANT agreed to provide consulting services related to the American Rescue Plan Act ("ARPA"); and

WHEREAS, the Original Agreement expired on September 20, 2022; and

WHEREAS, on September 27,2022, the CITY and the CONSULTANT entered into the First Amendment to the Original Agreement, extending the term thereof to December 20, 2022; and

WHEREAS, on January 10, 2023, the CITY and the CONSULTANT entered into the Second Amendment to the Original Agreement, extending the term thereof to March 19, 2023; and

WHEREAS, on March 28, 2023, the CITY and the CONSULTANT entered into the Third Amendment to the Original Agreement, extending the term thereof to June 20, 2023; and

WHEREAS, on June 13, 2023, the CITY and the CONSULT ANT entered into the Fourth Amendment to the Original Agreement, extending the term thereof to September 20, 2023; and

WHEREAS, the Parties seek to further amend the Original Agreement, as amended, and extend the term, as set forth herein; and

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Section 3.1 of the Original Agreement is hereby amended to read, as follows: 3.1 The renewal term of this agreement shall commence on September 20, 2023 and shall continue for three (3) months, terminating on December 20, 2023. Either party may terminate this agreement, for convenience, by providing the other party with no less than thirty (30) days' written notice. Upon termination of this agreement by either party, the CONSULTANT shall be compensated for all work performed through the effective date of the termination.

SECTION 3. Section 4.1 of the Original Agreement is hereby amended to read, as follows: 4.1 CONSULTANT shall be compensated at the hourly rate of $70.00, and the total compensation for this Agreement shall not exceed $40,000. CONSULTANT shall submit invoices to the CITY on a Biweekly basis for services performed. The invoices shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

SECTION 4. The terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically amended herein. In the event of any conflicts between this Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment and the Original Agreement, this Fifth Amendment shall prevail.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

Tedra Allen
TEDRA ALLEN, CITY CLERK

By: _____
GREG ROSS, MAYOR

APPROVED AS TO FORM:

_____
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

JOHN MICHAEL PEREZ

By: _____
Name: John Michael Perez
Title: Consultant

STATE OF Florida)
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared John Perez as _____ of **John Michael Perez**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **John Michael Perez** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 13th day of September, **2023**.

TEDRA ALLEN
MY COMMISSION EXPIRES DECEMBER 6, 2024
#HH 029756
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Tedra Allen
_____
NOTARY PUBLIC

Tedra Allen
_____
(Name of Notary Typed, Printed or Stamped)

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)



SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SIXTH AMENDMENT is dated the_____day of_____, **2023**, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

JOHN MICHAEL PEREZ, an **INDIVIDUAL** authorized to do business in the State of Florida, with a business address of 5275 North Dixie Highway, Unit A1 Oakland Park, Florida 33334**,** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, on July 22, 2021, the CITY and CONSULTANT entered into a Professional Services Agreement ("Original Agreement") whereby CONSULTANT agreed to provide consulting services related to the American Rescue Plan Act ("ARPA"); and

WHEREAS, the Original Agreement expired on September 20, 2022; and

WHEREAS, on September 27,2022, the CITY and the CONSULTANT entered into the First Amendment to the Original Agreement, extending the term thereof to December 20, 2022; and

WHEREAS, on January 10, 2023, the CITY and the CONSULTANT entered into the Second Amendment to the Original Agreement, extending the term thereof to March 19, 2023; and

WHEREAS, on March 28, 2023, the CITY and the CONSULTANT entered into the Third Amendment to the Original Agreement, extending the term thereof to June 20, 2023; and

WHEREAS, on June 13, 2023, the CITY and the CONSULT ANT entered into the Fourth Amendment to the Original Agreement, extending the term thereof to September 20, 2023; and

WHEREAS, on September 12, 2023, the CITY and the CONSULT ANT entered into the Fifth Amendment to the Original Agreement, extending the term thereof to December 20, 2023; and

WHEREAS, the Parties seek to further amend the Original Agreement, as amended, and extend the term, as set forth herein; and

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Section 3.1 of the Original Agreement is hereby amended to read, as follows: 3.1 The renewal term of this agreement shall commence on December 20, 2023 and shall continue for three (3) months, terminating on March 20, 2024. Either party may terminate this agreement, for convenience, by providing the other party with no less than thirty (30) days' written notice. Upon termination of this agreement by either party, the CONSULTANT shall be compensated for all work performed through the effective date of the termination.

SECTION 3. Section 4.1 of the Original Agreement is hereby amended to read, as follows: 4.1 CONSULTANT shall be compensated at the hourly rate of $70.00, and the total compensation for this Agreement shall not exceed $40,000. CONSULTANT shall submit invoices to the CITY on a Biweekly basis for services performed. The invoices shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

SECTION 4. The terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically amended herein. In the event of any conflicts between this Sixth Amendment, the Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment and the Original Agreement, this Sixth Amendment shall prevail.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

_____ By:_____
TEDRA ALLEN, CITY CLERK GREG ROSS, MAYOR

APPROVED AS TO FORM:

_____
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

JOHN MICHAEL PEREZ

By:_____
Name: John Michael Perez
Title: _____

STATE OF _____)
COUNTY OF_____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared_____as_____of **John Michael Perez**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **John Michael Perez** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this_____day of_____, **2023**.

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Commission

DATE: December 12, 2023

SUBJECT: Discussion and possible action revising Sec. 23-104.1. - Pharmacies, medical offices or clinics, and medical or dental laboratories - Location restrictions of the City's Code of Ordinances. – **Commissioner Shrouder**

RECOMMENDATION:
Commissioner Shrouder requests a discussion and possible action on revising Sec. 23-104.1.

BACKGROUND OF ITEM:
The Code Currently states:

Sec. 23-104.1. Pharmacies, medical offices or clinics, and medical or dental laboratories—Location restrictions.

(a) Pharmacies.

(1) Unless approved as a conditional use pursuant to section 23-152 of the Code of Ordinances, no pharmacy shall be permitted to locate within the same establishment, within the same shopping center, or within the same parcel of land or tract of any medical office or clinic, or any medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355, as may be amended from time to time.

(2) Outparcels. The location restriction of subsection (1) above shall not apply to a pharmacy which is located within an outparcel as defined in section 21-8 of the Code, within the same shopping center, or within the same parcel of land or tract, as a medical office or clinic, or medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355, as may be amended from time to time. However, no pharmacy shall be permitted to locate within the same outparcel as any medical office or clinic, or medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355, as may be amended from time to time, unless approved as a conditional use.

(b) Medical offices or clinics, or medical or dental laboratories.

(1) Unless approved as a conditional use pursuant to section 23-152 of the Code of Ordinances, no medical office or clinic, or any medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355, as may be amended from time to time, shall be permitted to locate within the same establishment, within the same shopping center, or within the same parcel of land or tract of any pharmacy.

(2) Outparcels. The location restriction of subsection (1) above shall not apply to a medical office or clinic, or medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355, as may be amended from time to time, which is located within an outparcel as defined in section 21-8 of the Code, within the same shopping center, or within the same parcel of land or tract, as a pharmacy. However, no medical office or clinic, or medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in F.S. §§ 893.03, 893.035, or 893.0355, as may be amended from time to time, shall be permitted to locate within the same outparcel as a pharmacy, unless approved as a conditional use.

(c) The foregoing location restrictions shall not apply to pharmacies or medical offices or clinics, or medical or dental laboratories, for which an application for a business tax receipt has been submitted prior to the date of adoption of this Ordinance.

(d) These supplemental regulations are not to be interpreted to limit the lawful operation of a hospital or institution or asylum separately defined and permitted in zoning districts according to separate regulations.

ANALYSIS:
N/A

STRATEGIC PLAN:
N/A

FISCAL IMPACT:
N/A

ALTERNATIVES:
N/A

ATTACHMENTS:
1. Ordinance 10-5-1

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	12/04/23 02:57 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	12/05/23 10:26 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	12/05/23 02:28 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	12/08/23 11:13 AM
Allen, Tedra	END WORKFLOW - APPROVED		12/08/23 11:51 AM

ORDINANCE NO. 10-5-1

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA AMENDING CHAPTER 21 "UNIFIED LAND DEVELOPMENT CODE", SECTION 21-8 "DEFINITIONS"; IN ORDER TO AMEND DEFINITIONS RELATING TO REGULATION OF MEDICAL OFFICES AND CLINICS, MEDICAL AND DENTAL LABORATORIES, AND PHARMACIES; AMENDING CHAPTER 23 "ZONING DISTRICTS", ARTICLE IV "DISTRICT REGULATIONS" TO PROVIDE FOR AMENDED ZONING REGULATIONS RELATED TO REGULATION OF MEDICAL OFFICES AND CLINICS, MEDICAL AND DENTAL LABORATORIES, AND PHARMACIES; AMENDING ARTICLE V "SUPPLEMENTARY REGULATIONS", TO CREATE SUPPLEMENTAL REGULATIONS OF MEDICAL OFFICES AND CLINICS, MEDICAL AND DENTAL LABORATORIES, AND PHARMACIES; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, PROVIDING FOR INCLUSION IN THE CODE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cooper City ("City Commission") finds that it is in the best interest of the health, safety, and welfare of its residents, businesses, and visitors to enact regulations to provide for safer residential and commercial neighborhoods in the City; and

WHEREAS, the City Commission finds that the illegal sale, use, and delivery of controlled substances is a threat to the health, safety and welfare of the residents of the City; and

WHEREAS, the City Commission has recently been made aware by law enforcement and news reports that a pattern of illegal drug use and distribution has been associated with medical offices and clinics which provide "pain management" services and dispense narcotic controlled substances on-site as aided by those who act in concert with said establishments ; and

WHEREAS, the Miami Herald, Sun-Sentinel and other news media outlets have published numerous newspaper stories in the recent past describing a "pipeline" of trafficking

drugs from South Florida "pain management clinics" to users in other states, such as Kentucky, West Virginia, and Ohio; and

WHEREAS, increased criminal activity and other secondary effects including parking, noise, loitering and littering associated with the narcotics-related activities at such clinics is very significant and threatens to undermine the economic health of the City's development and redevelopment efforts, by creating negative secondary effects which affect the commercial and residential properties surrounding these clinics; and

WHEREAS, the Florida Legislature has attempted to deter such illegal drug use, distribution and activities by the creation of a secure and privacy-protected, statewide electronic system of monitoring prescription drug medication information, through adoption of SB 462 (2009); and

WHEREAS, despite such legislative efforts by the Florida Legislature, the state has only raised half of about $1 million needed to establish the database, and implementation of these legislative mandates is delayed; and

WHEREAS, a recent Broward County grand jury reported that every three days, a new pain management clinic opens in Broward and Palm Beach counties; and

WHEREAS, in the last six months of 2008 alone, such clinics dispensed nearly 9 million doses of the controlled substance oxycodone in South Florida – the equivalent of more than two doses for every man, woman and child in Miami-Dade, Broward and Palm Beach counties; and

WHEREAS, it is the intent of this Ordinance not to interfere with the legitimate medical use of controlled substances, but rather to prohibit the location of dispensing of narcotic controlled substances on-site at medical clinics and offices (or in close proximity thereto), subject to specific exceptions; and

WHEREAS, during a public hearing on March 15, 2010, the Planning and Zoning Board, sitting as the City's Local Planning Agency, reviewed this Ordinance and made a recommendation to the City Commission; and

WHEREAS, following proper notice to the public and after having received input and participation by interested members of the public and staff, and having considered the recommendation of the Planning and Zoning Board, the City Commission finds this Ordinance consistent with its Comprehensive Plan, as well as Florida and federal law; and

WHEREAS, the City Commission finds that this Ordinance is consistent with the City's adopted Comprehensive Plan and necessary for the preservation of the public health, safety and welfare of the City's residents; and

WHEREAS, the City Commission has held two public hearings in accordance with Florida law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA: [1]

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. City Code Amended. That Section 21-8 of Chapter 21 "Unified Development Code" of the Code of Ordinances of the City of Cooper City is hereby amended to read as follows:

Sec. 21-8. Definitions.

* * *

Medical office or clinic: An establishment where patients, who are not lodged overnight except for observation or emergency treatment, are admitted for examination and treatment by a

[1] Proposed additions to existing City Code text are indicated by an underline; proposed deletions from existing City Code text are indicated by ~~strikethrough~~.

person or group of persons practicing any form of healing or health-building services to individuals, whether such persons be medical doctors, chiropractors, osteopaths, chiropodists, naturopaths, optometrists, dentists, or any such profession, the practice of which is lawful in the State of Florida. Pharmacies, as defined in this section, are not medical offices or clinics.

* * *

Pharmacy: Any establishment offering on-site dispensing of prescription drugs.

* * *

Retail, neighborhood: An establishment, not exceeding thirty thousand (30,000) square feet of gross feet area, serving a limited market area and engaged in the retail sale or rental, from the premises, of frequently or recurrently needed items for household use, but which shall not include any establishment which meets the definition of "pharmacy" as provided in this section. Typical uses include apparel stores, bakeries and delicatessens that sell all food prepared at retail on the premises, candy stores, ~~drugstores~~, florists, garden supply stores, gift shops, grocery stores, hardware stores, hobby supply shops, ice cream shops, meat markets other than fish or seafood, jewelry stores, music and video tape rental stores, pet supply and grooming, souvenir shops, variety and general merchandise stores.

Section 3. **City Code Amended**. That Article IV "District Regulations" of Chapter 23 "Zoning Districts" of the Code of Ordinances of the City of Cooper City is hereby amended to read as follows:

Sec. 23-10. Schedule of Use Regulations.

COOPER CITY CODE

USE REGULATIONS SCHEDULE

Use Type	Zoning Districts																					
	Residential										Non-residential							Special				Planned			
	A1	E3	E2	E1	R1B	R1C	R2	TH1	R3	R4	OP	B1	B2	B3	C1	C2	I1	P1	M1	X1	UICS	PRD	PMUD	PCD	PID
Commerical Uses																									
* * *																									
Personal care services												P	P	P									P	P	
Personal improvement												P	P	P									P		
Pharmacy												P	P	P									P	P	
* * *																									

Sec. 23-44. OP, Office park district.

* * *

(c) *Permitted uses.* In the OP district, no building or structure, or part thereof, shall be erected, altered or used, or land or water used, in whole or in part, for other than the following:
(6) Medical office or clinic, subject to Sec. 23-101.1 and Sec. 23-104.1;
(7) Medical or dental laboratory, subject to Sec. 23-101.1 and Sec. 23-104.1;

* * *

Sec. 23-46. B-1, Planned neighborhood business district.

* * *

(c) *Permitted uses.* In the B-1 district, no building or structure or part thereof shall be erected, altered or used, or land or water used, in whole or in part, for other than one or more of the following uses:

(4) Medical office or clinic, subject to Sec. 23-101.1 and Sec. 23-104.1;

* * *
(7) Personal improvement services;
(8) Pharmacy, subject to Sec. 23-104.1.
~~(8)~~ (9) Repair, small appliance;
~~(9)~~ (10) Restaurant, general;
~~(10)~~ (11)Retail, neighborhood;
~~(11)~~ (12)Retail, secondhand goods, provided that no secondhand or used merchandise shall be offered for sale, displayed or stored except in an antique store or as incidental to the sale of new merchandise;
~~(12)~~ (13) Sewage lift or pumping station, subject to section 23-107;
~~(13)~~ (14) Special residential facility, type 3, subject to section 23-109;
~~(14)~~ (15) Transformer substation, subject to section 23-112;
~~(15)~~ (16) Water or wastewater plant, local, subject to section 23-114.
~~(16)~~ (17) Community assembly, subject to the supplemental regulations contained in Section 23-95(b).

Sec. 23-48. B-2, Planned community business center district.

* * *

(c) *Permitted uses.* In the B-2 district, no building or structure or part thereof, shall be erected, altered or used, or land or water used, in whole or in part, for other than one or more of the following uses:

* * *

(7) Medical office or clinic, subject to Sec. 23-101.1 and Sec. 23-104.1;

* * *

(10) Personal improvement services;
(11) Pharmacy, subject to Sec. 23-104.1.
~~(11)~~ (12)Recreation, indoor;
~~(12)~~ (13) Repair, small appliance;
~~(13)~~ (14) Restaurant, general;
~~(14)~~ (15) Retail, community;
~~(15)~~ (16) Retail, neighborhood;
~~(16)~~ (17) Retail, secondhand goods, provided that no secondhand or used merchandise shall be offered for sale, displayed or stored except in an antique store or as incidental to the sale of new merchandise;
~~(17)~~ (18) Sewage lift or pumping station, subject to section 23-107;
~~(18)~~ (19) Special residential facility, type 3, subject to section 23-109;
~~(19)~~ (20) Transformer substation, subject to section 23-112;
~~(20)~~ (21) Veterinary services, subject to section 23-113;
~~(21)~~ (22) Water or wastewater plant, local, subject to section 23-114.
~~(22)~~ (23) Community assembly, subject to the supplemental regulations contained in Section 23-95(b).

Sec. 23-50. B-3, General business district.

* * *

(b) *Permitted uses.* In the B-3 district, no building or structure, or part thereof, shall be erected, altered or used, or land or water used, in whole or in part, for other than one or more of the following specified uses:

* * *

(8) Medical office or clinic, subject to Sec. 23-101.1 and Sec. 23-104.1;
* * *
(13) Plant nursery, retail;
(14) Pharmacy, subject to Sec. 23-104.1.
~~(14)~~ (15) Recreation, indoor;
~~(15)~~ (16) Recreation, outdoor;
~~(16)~~ (17) Repair, small appliance;
~~(17)~~ (18) Research and development;
~~(18)~~ (19) Restaurant, general;
~~(19)~~ (20) Restaurant, fast food;
~~(20)~~ (21) Retail, community;

~~(21)~~ (22) Retail, general, excluding any open air sale or display of machinery, farm implements or construction equipment and provided that the sale and rental of utility trailers shall be limited to display and storage of not more than ten (10) such trailers;
~~(22)~~ (23) Retail, neighborhood;
~~(23)~~ (24) Retail, secondhand goods, provided that no secondhand or used merchandise shall be offered for sale, displayed or stored except within a fully enclosed building;
~~(24)~~ (25) Sewage lift or pumping station, subject to section 23-107;
~~(25)~~ (26) Special residential facility, type 3, subject to section 23-109;
~~(26)~~ (27) Transformer substation, subject to section 23-112;
~~(27)~~ (28) Vehicle and equipment repair, excluding painting and bumping or any open air sale or display of machinery, farm implements or construction equipment;
~~(28)~~ (29) Veterinary services, subject to section 23-113;
~~(29)~~ (30) Water or wastewater plant, local, subject to section 23-114.
~~(30)~~ (31) Community assembly, subject to the supplemental regulations contained in Section 23-95(b).

* * *

Sec. 23-56. I-1, Light industrial district.

* * *

(c) *Permitted uses.* No building or structure, or part thereof, shall be erected, altered or used, or land or water used, in whole or in part, for other than one or more of the following uses:
(1) Communication tower;
(2) Building maintenance services;
(3) Building supplies, and service businesses affiliated therewith;
(4) Air conditioning, landscaping, painting, drywall, general irrigation, tile and fence contractors, and service business affiliated therewith;
(5) Light manufacturing, provided that boat building or repair shall not be located within five hundred (500) feet of any residentially zoned property;
(6) Medical or dental laboratory, subject to Sec. 23-101.1 and Sec. 23-104.1;
(7) Repair, small appliance;
(8) Research and development;
(9) Sewage lift or pumping station;
(10) Transformer substation;
(11) Utilities, major, limited to transformer and electrical switching station;
(12) Water or wastewater plant, local;
(13) Wholesale and warehousing, provided that all such activities shall occur in buildings for single use purposes not to be less than one thousand seven hundred fifty (1,750) square feet in gross floor area~~;~~, in accordance with the following:

a. Wholesale and/or warehousing of controlled substances that are identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes, as may be amended from time to time, shall only be distributed to licensed health care practitioners, pharmacists, or other persons duly licensed to purchase or receive such substances in accordance with Florida law.

b. Except as prohibited by the above, ~~S~~special sales, open to the public, may be allowed by special permit up to four (4) times per year to allow for the disposal of excess

inventory by warehouses, distribution and storage buildings and wholesale showrooms, pursuant to the provisions of section 9-28 of this code.

(14) Professional office uses;
(15) Accessory commercial uses, including but not limited to, coffee shops, sandwich shops, restaurants, office supplies and equipment, and copy and printing centers ~~and pharmacies~~; provided, however, that the total area for such accessory uses may not consume more than twenty percent (20%) of the square footage of any single building within the industrial development;

* * *

Sec. 23-60. M/I, Medical/Institutional district.

* * *

(c) *Permitted uses.* In the M/I district, no building or structure, or part thereof, shall be erected, altered, or used, or land or water used, in whole or in part, for other than one or more of the following uses:

(1) Hospital;
(2) Medical office or clinic, subject to Sec. 23-101.1 and Sec. 23-104.1;
(3) Medical or dental laboratory, subject to Sec. 23-101.1 and Sec. 23-104.1;

* * *

Sec. 23-70. PMUD, Planned mixed-use development district.

* * *

(d) *Permitted uses.* In the PMUD District, no building or structure, or part thereof, shall be erected, altered, or used, or land or water used, in whole or in part, for other than one or more of the following uses:

* * *

(10) Drug store/pharmacy, subject to Sec. 23-104.1;

* * *

(15) Medical office or clinic, subject to Sec. 23-101.1 and Sec. 23-104.1;

Sec. 23-72. PCD, Planned commercial development district.
(a) *Permitted uses.* In the PCD district, no building or structure, or part thereof, shall be erected, altered, or used, or land or water used, in whole or in part, for other than one or more of the following uses:

(7) Medical office or clinic, subject to Sec. 23-101.1 and Sec. 23-104.1;
(8) Medical or dental laboratory, subject to Sec. 23-101.1 and Sec. 23-104.1;

Section 4. City Code Amended. That Section 23-84 of Article V "Supplementary Regulations" of Chapter 23 "Zoning Districts" of the Code of Ordinances of the City of Cooper City is hereby amended to read as follows:

Sec. 23-84. Accessory uses.

* * *

(c) *Office buildings.* Buildings used primarily for business and professional or medical office uses may also include commercial establishments providing goods and services to the patrons and employees of the principal uses, subject to the following supplementary regulations.
(1) The aggregate gross interior floor area of the accessory uses shall not exceed five (5) percent of the total gross floor area of the office park or five (5) percent of the gross floor area of the building in which the accessory uses are located.
(2) The permitted accessory uses shall include only the following:
a. newsstand,
b. florist, and/or
~~c. pharmacy, and~~
~~d.~~ c. barbershop or beauty shop.

Section 5. City Code Amended. That Article V "Supplementary Regulations" of Chapter 23 "Zoning Districts" of the Code of Ordinances of the City of Cooper City is hereby amended to read as follows:

Sec 23-101.1. Medical offices or clinics, and medical or dental laboratories.
Medical offices or clinics, and medical or dental laboratories ("medical uses"), as defined in Section 21-8 of the Land Development Code, in whatever districts permitted herein, shall be subject to the following supplemental regulations:

(a) On-site dispensing of controlled substances identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes, as may be amended from time to time, is prohibited, unless otherwise expressly permitted as follows:

(1) A health care practitioner when administering a controlled substance directly to a patient if the amount of the controlled substance is adequate to treat the patient during that particular treatment session.

(2) A pharmacist or health care practitioner when administering a controlled substance to a patient or resident receiving care at a hospital, nursing facility, institution or asylum, ambulatory surgical center, or hospice which is licensed in this state.
(3) A pharmacist or health care practitioner when administering a controlled substance to a patient or resident receiving care at an intermediate care facility for the developmentally disabled which is licensed in this state.
(4) A health care practitioner when administering a controlled substance in the emergency room of a licensed hospital.
(5) A health care practitioner when dispensing a one-time, 72-hour emergency resupply of a controlled substance to a patient.

(b) Medical offices or clinics, and medical or dental laboratories ("medical uses") shall also be subject to Sec. 23-104.1.

* * *

Sec 23-104.1. Pharmacies, medical offices or clinics, and medical or dental laboratories - location restrictions.

(a) *Pharmacies.*

(1) Unless approved as a conditional use pursuant to Section 23-152 of the Code of Ordinances, no pharmacy shall be permitted to locate within the same establishment, within the same shopping center, or within the same parcel of land or tract of any medical office or clinic, or any medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes, as may be amended from time to time.

(2) *Outparcels.* The location restriction of subsection (1) above shall not apply to a pharmacy which is located within an outparcel as defined in Section 21-8 of the Code, within the same shopping center, or within the same parcel of land or tract, as a medical office or clinic, or medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes, as may be amended from time to time. However, no pharmacy shall be permitted to locate within the same outparcel as any medical office or clinic, or medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes, as may be amended from time to time, unless approved as a conditional use.

(b) *Medical Offices or Clinics, or Medical or Dental Laboratories.*

(1) Unless approved as a conditional use pursuant to Section 23-152 of the Code of Ordinances, no medical office or clinic, or any medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled

substances identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes, as may be amended from time to time, shall be permitted to locate within the same establishment, within the same shopping center, or within the same parcel of land or tract of any pharmacy.

(2) *Outparcels*. The location restriction of subsection (1) above shall not apply to a medical office or clinic, or medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes, as may be amended from time to time, which is located within an outparcel as defined in Section 21-8 of the Code, within the same shopping center, or within the same parcel of land or tract, as a pharmacy. However, no medical office or clinic, or medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes, as may be amended from time to time, shall be permitted to locate within the same outparcel as a pharmacy, unless approved as a conditional use.

(c) The foregoing location restrictions shall not apply to pharmacies or medical offices or clinics, or medical or dental laboratories, for which an application for a business tax receipt has been submitted prior to the date of adoption of this Ordinance.

(d) These supplemental regulations are not to be interpreted to limit the lawful operation of a hospital or institution or asylum separately defined and permitted in zoning districts according to separate regulations.

* * *

Section 6. Conflicts. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with the provisions of this Ordinance are hereby repealed.

Section 7. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.

Section 8. Inclusion in the Code. That it is the intention of the City Commission of the City of Cooper City, and it is hereby ordained that the provisions of this Ordinance shall

become and be made part of the Cooper City Code of Ordinances; that the sections of this Ordinance may be renumbered or relettered to accomplish such intention, and that the word "Ordinance" may be changed to "Section" or other appropriate word.

Section 9. **Effective Date**. That this Ordinance shall take effect immediately upon adoption at second reading.

PASSED AND ADOPTED on first reading this 13th day of April, 2010.

PASSED AND FINAL ADOPTION on second reading this 25th day of May, 2010.

ATTEST:

Susan Poling
CITY CLERK

Debby Eisinger
MAYOR

APPROVED AS TO FORM:

David Wolpin
CITY ATTORNEY

ROLL CALL:
Mayor Eisinger Yes
Commissioner Mallozzi Yes
Commissioner Sims Yes
Commissioner de Jesus Yes
Commissioner Curran Yes

COOPER CITY
Someplace Special

MEMORANDUM

To: City Commission Members

From: Matt Wood, Growth Management Director

Thru: Bruce Loucks, City Manager

Date: March 17, 2010

Re: Revision to Section 21-8 and Chapter 23 for Pharmacy uses

ANALYSIS: The City has been made aware by law enforcement and news reports that illegal drug use and distribution has been associated with pain management clinics which prescribe and dispense narcotic drugs on-site. The State recently passed legislation to begin addressing this concern and may propose additional legislation for a more comprehensive approach on the matter. At the October 13, 2009, City Commission meeting, the City Commission passed a moratorium on "pain management clinics" to allow review of City Code for additional regulations for medical offices and clinics which include on-site dispensing of controlled substances to address steps appropriate for municipal zoning regulation.

Current City Code classifies dispensing of medication as a pharmacy under the category of neighborhood retail. Medical offices and clinics are specifically defined as a use and currently could be located in the same establishment as a pharmacy. Pharmacies are currently located in Cooper City in every type of zoning district in which they are allowed with the exception of Planned Mixed Use Development (PMUD) for which the use is anticipated would be considered appropriate in the Monterra Development which has that zoning designation. Similarly, medical office and clinic uses are dispersed City-wide. Therefore, the proposed change to Code does not alter the districts in which these uses would be permitted.

The attached draft ordinance would, however, prohibit medical offices and clinics from being in the same establishment as a pharmacy dispensing controlled substances. By regulating co-location of uses of specifically defined controlled substances, grocery stores and chain drugstores which may have convenience clinics would still be permitted to prescribe and dispense medications such as for colds and the flu. To do so the changes include:

1. Revising definitions including providing for pharmacies separate from neighborhood retail
2. Providing functional changes to the use regulation schedule and list of uses in districts
3. Adding supplemental regulation to medical office and clinic uses to restrict co-location
4. Adding supplemental regulation to pharmacies to restrict co-location
5. Revising the I-1, Light Industrial district to regulate pharmacy wholesale and warehousing activity and eliminating pharmacy as an accessory use in this district, and
6. Eliminating the provision for a pharmacy to be an accessory use in office buildings.

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board, at their meeting on March 15, 2010, motioned to table the changes to amend section 21-8 and chapter 23, of the Municipal Code of Ordinances relative pharmacies and to request that the Commission extend the moratorium to a date that will permit the Board to further investigate the scope of this ordinance including scheduling a workshop; and the City Attorney providing them with similar ordinances and other background material. Motion made by Mr. Aronson and seconded by Mr. Sands. On roll call there were five aye votes and four no votes made by Mr. Rodriguez, Mr. Valenti, Mr. Konhauzer, and Mr. Roper. Motion was approved.

4. NEW BUSINESS:

A. DISCUSSION FOR POSSIBLE CHANGES TO AMEND SECTION 21-8 AND CHAPTER 23, OF THE MUNICIPAL CODE OF ORDINANCES RELATIVE PHARMACIES

Mr. Wood explained that the City has been made aware by law enforcement and news reports that illegal drug use and distribution has been associated with pain management clinics which prescribe and dispense narcotic drugs on-site. The State recently passed legislation to begin addressing this concern and may propose additional legislation for a more comprehensive approach on the matter. At the October 13, 2009, City Commission meeting, the City Commission passed a moratorium on "pain management clinics" to allow review of City Code for additional regulations for medical offices and clinics which include on-site dispensing of controlled substances to address steps appropriate for municipal zoning regulation.

Current City Code classifies dispensing of medication as a pharmacy under the category of neighborhood retail. Medical offices and clinics are specifically defined as a use and currently could be located in the same establishment as a pharmacy. Pharmacies are currently located in Cooper City in every type of zoning district in which they are allowed with the exception of Planned Mixed Use Development (PMUD) for which the use is anticipated would be considered appropriate in the Monterra Development which has that zoning designation. Similarly, medical office and clinic uses are dispersed City-wide. Therefore, the proposed change to Code does not alter the districts in which these uses would be permitted.

Mr. Wood continued to explain that the attached draft ordinance would, however, prohibit medical offices and clinics from being in the same establishment as a pharmacy dispensing controlled substances. By regulating co-location of uses of specifically defined controlled substances, grocery stores and chain drugstores which may have convenience clinics would still be permitted to prescribe and dispense medications such as for colds and the flu. To do so the changes include:

1. Revising definitions including providing for pharmacies separate from neighborhood retail
2. Providing functional changes to the use regulation schedule and list of uses in districts
3. Adding supplemental regulation to medical office and clinic uses to restrict co-location
4. Adding supplemental regulation to pharmacies to restrict co-location
5. Revising the I-1, Light Industrial district to regulate pharmacy wholesale and warehousing activity and eliminating pharmacy as an accessory use in this district, and
6. Eliminating the provision for a pharmacy to be an accessory use in office buildings.

As requested by the Board at the last meeting, the City Attorney has provided additional information which is included as backup material to this report.

Mr. Wood concluded that the Planning and Zoning Board is requested to discuss and comment on the proposed Code revision. The Board's recommendation will be forwarded to the City Commission for action.

Ms. Lundgren commented that as requested at the last meeting she has provided additional information to the packets that addresses the 2009 Legislation that was passed concerning pain

management clinic regulation and it has unfortunately yet to be implemented. The 2009 Legislation did provide for registration of clinics that engage in pain management services and dispense these controlled substances on site. However, the registration requirement doesn't have any real effect with any sanctions or administrative penalties as of yet. There is rule making that has been engaged in at this time to address further regulation, but at this point there is no real stick with this legislation. Furthermore although the Legislation provided for an electronic prescription drug monitoring program that would prevent the persons from coming to these clinics, from doctor shopping from one clinic after another, that has yet to be put into effect due to the cost of this monitoring program. The Department of Health is struggling with financial cutbacks. It is expected to be another year before there is any effect monitoring program as that Legislation had contemplated. Although we are early in the Legislative Session for 2010 there have been a couple of Legislative bills proposed to address the issue that we are dealing with. One of those is going to address the pain clinic operation and management by doctors. Providing that doctors must have no history of disciplinary action if they are to open a pain management clinic and another would ban the dispensing of more than a 72 hour supply of these controlled narcotics on site at a clinic. She commented that it remains to be seen if these bills will go forward, but at this time the problem continues to spread across south Florida with very unfortunate consequence, which she asked Commander Stoner to address as well. She then commented that she has also provided a number of cities statuses relative their regulations. She added that following the distribution of this report, she mentioned that Boca Raton has passed regulations on first reading which is essentially the same this ordinance as well as Palm Beach Gardens, which is prohibiting the on-site dispensing of controlled substances. She then remarked that she had included several newspaper articles that are related to these clinics. Despite all the efforts statewide at the Legislative level what Staff has presented in the form of this code change is another opportunity for them to try and get a handle on this huge issue.

Mr. Roper asked Commander Stoner if he would give the Board insight into whether we have had any problems or are currently having any problems as it relates to this matter.

Commander Marvin Stoner, Broward Sheriff's Office introduced himself and then introduced Detective Darrin Rush, and explained that Detective Rush was one of the three main persons that are responsible for what activity they have been able to develop at the Simfa Rose Pharmacy. He held up a stack of papers and explained that everything in that stack was an arrest just at that location. He commented that he has been in this City for 25 years and he has never seen anything like this and this was just a little over a year and a half. It has gotten to the point where you have a facility probably no bigger than the inside of these table dispensing Oxycontin pills. It is strictly a cash and carry business. As a brief overview they go in there for Oxycontin. They go in there with prescriptions, which are in upwards of 250 pills in a script. He didn't know who could use 250 Oxycontin pills at any given time in your life. He said that not only are they getting the script for 250 pills, but as the Detective can explain is that many of the people they arrest already have 250, 500, 750 pills in their possession that they have shopped other pain clinics for. Not only are they finding these people to be in possession of this drug, but they have also been in possession of marijuana, cocaine, heroine and xanax. He remarked that the biggest problems they have is what goes on once they walk out of the pharmacy. They can't even wait to get out of the parking lot to pass the pills around, to crush them and snort them, to crush them, heat them and stick them in their arms. They are finding syringes, gauze and everything else

around there. The service stations and all of the other establishments nearby have a been putting up signs to indicate don't use the bathrooms and they aren't going to let them in for the simple reason is that once they get in there they are out of sight and want to ingest their drugs. They go into these places to sit down and wait because their prescriptions aren't going to be filled immediately and there are so many people there that the business is heavy. During the time these people are in the parking lot, they have had them for disorderly conduct, urinating in public, banging on doors trying to get into other establishments and even trying to get inside the pharmacy when they are closed and signs up that say they are closed, but they can't wait. Many of these people are in the parking lot because they have no place to go because they are not Cooper City residents. Better than three fourths of them from out of not only the County, but out of State. We are known as the pill mill factory in the Country. They are coming down from Kentucky, Tennessee, Georgia and it has gotten to the point now where they know our deputies are in the parking lot, they will stop on their way in Orlando just to rent a car with State tags on it so that they are not as obvious. He passed around some photos to the Board. He commented that not only do they get the violations for narcotics, but they have traffic violations and suspended licenses, stolen invalid tags, and stolen cars. They have people they have arrested for loitering, because they are hanging around waiting. They have arrested those for violation of probation, and that violation of probation generally has to do with drugs, burglary, robbery and it has to do with assaults. These are the type of people that are coming into our neighborhoods. They have had one armed robbery at this facility and that is because it is full of drugs and it's full of cash. This is a cash and carry business only. He remarked that when we talk about the individuals that have come into this location, some of the people they have stopped and some of the equipment they carry with them and he showed a photo.

Ms. McCoy interjected that she would like to know where this facility is located.

Commander Stoner responded that this facility is located in The Center, which is on Stirling Road and Palm Avenue.

Mr. Aronson asked if this was a co-location issue.

Commander Stoner responded no, they only distribute and don't prescribe.

Mr. Aronson commented that the ordinance they are trying to pass is an ordinance that prevents the co-location of a pain clinic with a pharmacy, so the ordinance they are looking at tonight would not affect this kind of operation or would it.

Commander Stoner responded that in a manner of speaking, no, but the problem is that this gentleman wants to move to a bigger location.

Mr. Aronson didn't doubt anything Commander Stoner was saying, but was simply questioning whether the type of ordinance the Board is seeking to pass would have the affect of preventing or restricting this type of operation. He was not sure that was going to happen.

Commander Stoner remarked that this operation is here right now and is a pharmacy. Take this operation and add a pain clinic to it that wants to come into the City, double it, triple it, and

quadruple it. Now you have maybe an 800 square foot facility doing one thing, dealing out prescription medicine with a prescription. Now put the pain clinic next to it and put the pill mill within it and the amount of people that will be there. What you see right here will be what you see there. Everything will not be in one location. They will be there for a longer period of time. They will come and see their doctor, they will get their MRI, and they will wait and wait until they get their pills and leave. He pointed out the locations that this place is in by itself. Down the street you have a high school, around the corner you have a middle school, and right next to it you have a Temple. Behind it you have a church. Going in the other direction on the west side of SW 100th Avenue, you have a Dairy Queen, a Wendy's and a sub shop. Every day kids walk through here. The same thing will happen no matter where in this City you put the next step up which would be a pain clinic. Maybe there isn't a lot they can do with this place, he didn't know, except what they are trying to do with it, but you can stop what is going to happen next. That would be the biggest thing this Board could do by putting this ordinance forth tonight. He remarked that this isn't over and until the Florida Legislature does something with it, this will continue. These places are all over Davie and everyplace else and now they are trying to come into Cooper City. He mentioned there is space for them in some of our shopping centers and all they have to do is come in and set up and you would have exactly what this is many times over.

MOTION: TO APPROVE FOR DISCUSSION CHANGES TO AMEND SECTION 21-8 AND CHAPTER 23, OF THE MUNICIPAL CODE OF ORDINANCES RELATIVE PHARMACIES. MOTION MADE BY MR. SANDS AND SECONDED BY MS. SORI. Motion was approved by voice vote.

Ms. Sori commented that she would approve this tonight because the Commander thinks it's necessary for our health, welfare and safety. She then asked what happens with legitimate pain clinics. Wouldn't everything be solved if this was done on a State level instead of going city by city that the State bans these types of pain clinics? She wanted to know if on the State level or the County level that only doctors within their doctor offices can prescribe these pills or drugs that the people would not go to these pain clinics for their prescriptions, but would have to go to their doctors. There are certain aspects of the proposal coming from Tallahassee saying only prescribing a 72 hour supply of these drugs and cancer patients need a lot more than a 72 hour supply. There has to be exceptions to all of this. She wants to know what happens if a legitimate pain clinic comes into our City and what they can do about it.

Mr. Konhauzer remarked that they discussed this a couple of weeks ago and since then every paper he read had exactly what everyone was discussing and he was shocked and felt uncomfortable they didn't pass it at their last meeting and thanked Staff and Commander Stoner for bringing this to the Board's attention.

Mr. Valenti commented that he has missed the last 2 meetings and will pass this. He remarked that what bothers him is listening to Commander Stoner and asked what they can do with the doctors that prescribe these pills. Not just a script, but 250 pills and who in their right mind would use that many pills. He mentioned that he does get some samples from his doctor because Medicare doesn't everything the doctor wants him to take, but even at that he doesn't get 200, but maybe a week or two supply. Isn't there some agency or the State that can go after these

doctors who write these prescriptions? They are walking in with legitimate prescriptions to get these mega pills and what happens there.

Ms. Keirnan commented that a lot of these prescriptions are not legitimate and are fraudulent. She mentioned that she used to be a police officer and worked a lot of fraud cases where they have fraudulent scripts and have worked on suicides where they have overdosed an Oxycontin. She said they have hundreds and hundreds of these pills. So the Board can understand how strong on Oxycontin pill is, she explained that one 80mg crushed up is the equivalent to 16 Percocets, just one of these pills and this is what these people are taking. She commended BSO and knows they are on top of these people hardcore, because she has seen them in the past two weeks at least 6 or 7 times. She remarked that it does draw so much crime and asked if the pharmacy has been burglarized yet. She explained they had a pain clinic open in Plantation. Just inside of two months they had a robbery in the plaza behind it, they had people calling all the time about everybody hanging in the parking lot and scaring them. She mentioned that it is also taxing on the police. It took hours and hours of time to do the paperwork and it will get out of control if more of these move in.

Ms. McCoy commented that with a traditional nationally branded pharmacy are they going to be allowed to have an in-office clinic and be able to write their scripts and is this included in this ordinance.

Ms. Lundgren responded yes and the distinction is that the CVS, Walgreens and Publix and maybe some other grocery stores also do in-store clinics, but they are staffed by nurse practitioners who are not authorized under Florida Law to prescribe controlled substances. Those urgent care clinics would not be affected by this.

Mr. Aronson wanted to know if there was a definition in the draft ordinance of healthcare practitioner and then asked if a healthcare practitioner was a medical doctor or is it something else less than that. He said that it is referred to healthcare practitioner in the ordinance that a pharmacist or healthcare practitioner would administrate. If a healthcare practitioner was a medical doctor then they should be careful if they are seeking to regulate medical doctors who are regulated by a far different set of guidelines than municipal ordinances. They need to make sure that they are sticking within the municipal code and zoning code that they are confined by. He then referred to page 4 of the proposed ordinance and what is retail neighborhood and then talks about an establishment not exceeding...but he remarked that he was not making the connection as to what the term retail neighborhood means when he reads the definition. He then referred to the work "establishment" and this ordinance is trying to deal with co-location and didn't know if establishment was defined either. He explained that his problem with what they are trying to do is that he believes that what Commander Stoner and the material he has read is that there is a legitimate problem and he believes they need to do something to regulate it. What he fails to see is that how this ordinance solves the problem, because if what is suggested is that pharmacies need to be better regulated from a zoning standpoint, then he could live with the fact that they don't want pharmacies in office buildings because a pharmacy is a retail use and that makes sense to him. But, if what they are tying to do is limit this co-location because they don't want pain clinics dispensing drugs as a pharmacy, then these guys will be smart and rent suite 3A and 2B and will have their pharmacy in one and their pain clinic in the other and you would walk

across the hall to get their drugs. He did not believe this ordinance is going to solve the problem. He expressed his concern that legitimate doctors and Mr. Sands gave the example at the last meeting that the pediatrician that dispenses Adderall is dispensing a regulated drug and he didn't think that was what they were intending to do either. He expressed concerned that they were trying to solve something in a way that they are not solving it. He commented that he was uncomfortable passing an ordinance telling a medical doctor that he can only give a patient a 72 hour supply of some sort of medication. He commented that he has back problems and if his doctor was willing to give him a weeks worth of free samples he would give him a hug and there are a lot of people who need these drugs and there is a healthcare problem and if doctors can solve that problem for patients, he thought they should. He commented that they shouldn't be regulating doctors and should only be regulating uses. That is what the zoning code is for. He was sure there is other governing bodies that can do this far better than they can. He agreed they need to do something, but didn't think this was going to solve the problem.

Ms. Lundgren commented that healthcare practitioner dove-tails with the State Statute that was passed last year that requires the monitoring of the dispensing program. Under the State law a healthcare practitioner can administer certain types of controlled substances perhaps like the epidural drip that they can do.

Mr. Aronson interjected that this was other than a medical doctor.

Ms. Lundgren remarked that was right and would be like a nurse who has the ability to give like an epidural shot whereas a nurse cannot prescribe, but they could give….

Mr. Aronson interjected that a nurse is a healthcare practitioner, but they cannot write prescriptions for Oxycontin.

Ms. Lundgren responded no they cannot, but that wording you were looking at deals with the administration directly to a patient and wanted to keep that wording broad with the term healthcare practitioner because it dove-tails with the State Statutes.

Mr. Aronson then wanted to know if that would apply to a doctor.

Ms. Lundgren responded that it does apply to a doctor because a doctor is a healthcare practitioner and is inclusive. The point of the on-site dispensing regulation…..

Mr. Aronson interjected that he didn't think that a zoning ordinance should regulate the way the doctor operates his medical practice. He remarked that they were limited to the uses you could put to a particular premises.

Mr. Markley commented that this proposed code change is not an attempt to regulate how medical practitioners are licensed. It does not attempt to change their abilities and that would still be through their regulatory agencies. Any local business tax receipt that comes in when it is a medical use they provide their license from the respective regulation agency. He commented that we do not attempt to change anything with that. This is just recognizing within their use.

Mr. Aronson interjected that he was not talking about licensing, but was talking about the doctor doing his job. In Section 23-110 tells the doctor what he can and cannot do in terms of prescribing treatment to his patient.

Ms. Lundgren responded that she would have to correct Mr. Aronson on that because they are not regulating what he prescribes. He can prescribe all day long, he just can't dispense at that location and that is where the land use issue comes in when you have a conflict with a doctor who is prescribing and dispensing onsite. This is a huge financial benefit to these establishments and that is where this has skyrocketed into such a huge problem with people paying cash, getting their prescription, getting their dispensation of a huge amount of drugs.

Mr. Aronson remarked that he understands that, but he believes if what they are concerned about is you don't want this co-location and the way we regulate it is that we say a medical office, because the locations of the medical offices is in the zoning location, cannot have a retail operation out of it, which would be a pharmacy, he could live with that. However, we cannot tell a doctor that he cannot give his patients drugs. The doctor makes that decision and he believed that they are going beyond what they have the ability to regulate. He is not saying that this is not a problem, but didn't know if they were going about it in the most efficient way.

Ms. Lundgren responded that she understands and goes back to the first question that was asked and which is this is the most efficient way to regulate this issue and wouldn't they be better if the State was addressing this and regulating this. Why are we in the position of doing this at the local level through our zoning code and it does seem odd and she understands that. It is because of the State of Florida's lack of regulation in this area that has put us in this situation where we are fighting to deal with it at the local ordinance level. As other cities have put these regulations into place, we would be the one without a mechanism to address these onsite dispensing clinics with the problems that are associated with them. From her perspective, she remarked that is the land use issue and when you have one of these onsite dispensing clinics and next to it you have the family dry-cleaner, and family businesses in the same plaza and people have to lock their doors like Commander Stoner was saying. The businesses can't let anyone use their bathrooms and people are afraid to come to our commercial areas and frequent our plazas because of these kinds of businesses. It will hurt the local economy and that's the land use side that this is addressing.

Mr. Aronson commented that maybe he was not understanding the ordinance because this doesn't regulate a pain clinic which doesn't have a pharmacy. So, if he was a doctor he could open up a pain clinic down the street at whatever retail center.

Ms. Lundgren responded that is correct, but when you read about these issues you will see that there are very few of the clinics that are just prescribing. They are dispensing onsite because that is the most lucrative way for them to .....

Mr. Aronson again interjected that if he couldn't dispense on site, so what he would do is rent a space over here and then 3 or 4 bays down if he was permitted in the zoning district to open a pharmacy then you cannot prevent a company that he owns separately from opening a pharmacy.

Ms. Lundgren responded that's true if its assessment establishment…

Mr. Aronson asked what the definition of establishment is and that was one of his questions. He explained that he was not trying to argue, but that he was a business lawyer, but the wheels start turning when someone comes to him says this is my problem and how do you get me to legally operate. He remarked that he open Dr. Smith's pain center and down the street you open some pharmacy under a different name, which is owned by the same entity and all he would have to say is that there is a pharmacy down the street where you can go and get the prescription filled right now. Then you didn't solve the problem because if that's not co-location then we are wasting our time. We would not have helped ourselves.

Mr. Konhauzer asked why we can't change the wording to incorporate that so that we are all encompassing.

Mr. Aronson responded that he didn't think you could.

Ms. Sori remarked that you could change the wording on medical practitioner. No doctor wants to be called a medical practitioner they want to be called medical doctor.

Mr. Aronson commented that was where we get beyond our level of regulations. There has got to be a better way to get to these people. He didn't think they were accomplishing it and all they would be doing is to create is a small hurtle and they are going to jump it really quick. He wants to know the better way to deal with them.

Ms. Lundgren remarked that there would be some support for a change that would clearly explain definition of establishment for purposes of this ordinance because it was her understanding in talking with Staff is that we have administrative policy of the establishment being…..

Mr. Markley responded that this Board has already addressed and that is already a precedence set. Establishment has been determined in the City. The most recent case that some of the Board may remember was particularly on signage as to what an establishment is as far as you may have one bay that has multiple local business tax receipts, but you have to go outside in another door that would create another establishment. He expressed that he would impress heavily on the Board that this is one tool and by no means meant to be the solution to the various challenges. There are other law enforcement actions that are being pursued and there are some State actions that some of our elected officials and some of them have talked to the State Legislature to impress upon them the urgency, so this is just the one part that would be the Planning and Zoning part that this Board and the City could do as a municipal part of the solution.

Mr. Sands asked Commander Stoner that if the Board adopted this ordinance how it was going to help them enforce the laws to keep this from coming into Cooper City. He wanted to know what this code change would do to help law enforcement.

Commander Stoner responded that the way he has interpreted this is that by giving them the ability not to have these clinics operate within our City and with pharmacies down the road,

whether we can do anything with what we have right now or not, he wasn't sure other than what they are already doing now and they will continue to do that. The idea is how we better align ourselves in the future so that we don't continue to have this problem. He said that was the really best overall broad answer as to what they are trying to do or the attorney's and what Planning and Zoning are trying to put together.

Mr. Sands commented that he heard last week that this was a major issue in Cooper City and then he started hearing arrest reports and he asked if it was a pain clinic and was told that it was not a pain clinic and that it's a pharmacy. So when they were told at the last meeting that there were no pain clinics in Cooper City, it's true, but we have a pharmacy problem right now. He expressed his concern about what they are doing is that law enforcement is doing everything they can do in trying to come up with creative solutions to this. We all know the criminals are smart. They keep figuring out another way around it and it has already been stated that they are going to figure out a way around the code. If we separate the emotional issue and the fact that this is a serious problem down here, a serious legal issue and these people shouldn't be in our City and he agrees with all that. He commented that if we adopt this code, they would seriously restrict for instance a pediatrician who wants to distribute Adderall, so that its available for a parent who doesn't have to take that prescription and go to Walgreen's, code is going to tell that doctor that you can't do that because they are being included in this ordinance. He expressed his personal opinion that he agreed with everyone that something needs to be done about this, but he agreed with Mr. Aronson in that he didn't know that this ordinance was it. He stressed that there is a law enforcement issue and a code enforcement issue and he was concerned about the restrictiveness on the good doctors, like a pediatrician. If a Pediatric Associates wanted to come into Cooper City and they wanted to have their own pharmacy they couldn't dispense Adderall on the premises under this ordinance. He said that Pediatric Associates is a big organization and would be very careful about how they are distributing this and would not be a pain clinic that is going to be an irresponsible pharmacy. This is where his concern is at with the code.

Mr. Roper commented that pain medicine is a problem not only in Cooper City, Broward County, but nationwide and he didn't know if there any one thing that they can do. He thought they what they are doing to trying to do something that would possibly deter something that could happen in the future. Yes, there would probably be some doctors that will be upset because they are not going to be able to give out more than 72 hours worth of medicine. He didn't think they were here to make every doctor happy. He thought they were here to look at what they can do to help the many families and children who are on these drugs and they do it daily. He remarked that he has a 45 year old son that is a drug addict. He remarked that anything they can do to deter and possibly help law enforcement then he thought they were doing a great job.

Ms. Sori wanted to know if there was any chance they can delay this to one more meeting until Mr. Aronson's and Mr. Sand's concerns are addressed. They should not be regulating doctors. However, they do need to do something and agreed with Mr. Roper and any little thing they can do to help keep these people out of here so much the better. She remarked that they cannot tell doctors they can't prescribe drugs. Even if they have to get so specific in this ordinance that they say pain medication, or controlled narcotic substances and give examples of what the substances are, but you can't tell a doctor they can't give a patient medication for more than 72 hours of

drugs. She explained that when her children were sick their doctor would give her the entire prescription. You can't stop doctors from doing that, so maybe they need to rewrite and tighten the ordinance so it meets what they are trying to do.

Mr. Konhauzer commented that he agrees with everything that has been said tonight, except the 72 hours. He explained that he just watched his mother-in-law go through 8 months of horror with cancer throughout her body and watched her in horrendous pain. He remarked that 72 hours wouldn't handle it. She was given liquid morphine, oxycodone and other types of drugs through an Oncologist who prescribed medication. A person that is 70 or 80 years old is not going to be able to get their prescriptions re-filled every four days. These are long term ailments and are not a week. Something needs to be put in this ordinance that needs to protect that, in his opinion.

Mr. Rodriguez asked when the moratorium that is in effect now expires.

Ms. Lundgren responded that the moratorium expires on April 13th, and that is why they are seeking a recommendation tonight on this ordinance. She commented that she was willing to get recommendations from the Board on changing this language, striking and/or opening up and extending that 72 hour period within this exception would certainly get recommendations tonight. Again, this is for a dispensing restriction and not a prescribing restriction. That is certainly something that is within the Board's ability to recommend as a change to these proposed regulations to extend that 72 hour period.

Mr. Rodriguez then asked what prevents the City from extending the moratorium.

Ms. Lundgren responded that the City could extend the moratorium up to three months, which is the limit under the moratorium ordinance.

Mr. Rodriguez asked how indefinite is that and can they keep re-extending?

Ms. Lundgren responded that it is important that it be moved along from a legal standpoint in order to preserve the integrity of the regulation. They had had six months and it has taken a good deal of time for them and for Staff to research and prepare these regulations and that is culminating what is before the Board. That is why it is recommended they should move forward with a vote for some sort of recommendation for changes to the extent that you want to see some changes made for the Commission.

Mr. Roper commented they can prescribe medicine for more than 72 hours, but they cannot give out more than 72 hours worth of pain medicine out of their office, but they can prescribe…

Mr. Konhauzer interjected that a pharmacy can give 75 Oxycodone pills if it was prescribed.

Several Board members said yes a pharmacy can fill a prescription for that.

Mr. Rodriguez commented that anything that gives BSO another tool, because that is all that this is and it is by far not what is going to solve this. He was in favor of and thought that any issues

that come up they can always amend the ordinance or provide variances if it is a specific Pediatric Associates that comes in. That is not what this is for and didn't think they would get hurt by this.

Mr. Valenti asked Commander Stoner what is the basic problem with the pain clinic and is it a person that goes in there for a prescription for 250 pills and are the legitimate people that go to pain clinics and get a prescription that they just left their doctor for and does that happen.

Commander Stoner responded that he was not all that familiar with the clientele, except for the ones that he has seen and the ones that go in. These are the ones that are going in with the idea of picking up 250 pills and going back to their home State and then selling those pills.

Mr. Valenti agreed with Commander Stoner, but remarked there seems to be two issues. He didn't know of a doctor that would prescribe medicine for 250 pills or 150 pills. He commented that he may get 30 days if he gets that. He stated that he was still in favor of this ordinance because it is a tool that law enforcement can use and if it helps 5% which is better than what they have now.

Ms. McCoy commented that the problem she has with this ordinance even though she realizes the need for it just like everyone else, but it comes down to the zoning aspect of it and thinks it needs to be tightened versus permitted uses versus non-permitted uses in each one of the zoning areas. She thought that it gets all clouded up with other stuff that is in here when really from a zoning perspective and in the office category it is not a permitted use any longer. If you don't want to have a retail pharmacy in an office industrial park it is no longer a permitted use and they would eliminate the use. It doesn't matter who wants to put in an office; they would not be 2 or 3 stores down or offices down from the offender. With regard to the moratorium, she looked at all the other cities that have gone for a year under a moratorium and a lot of them haven't come back with their plans. She commented that she would like to see what the actual ordinances look like for Dania Beach and Coconut Creek and for Delray Beach. She remarked that they don't have those ordinances in front of them to judge. She referred to the definition of prescribe and believed that, not with standing that they shouldn't be regulating doctors with zoning code, but if they are going to refer to whoever is going to be dispensing there has to be a legal definition and it should either a medical doctor, a nurse practitioner, a physicians assistant, but in that respect that it is someone that can distribute those type of prescriptions for those classes of drugs. She then referred to the mentioning of the establishment and although that establishment might be a definition in the code which has quite an exhaustive list of definitions and again, she thought they were coming back to permitted uses and as a zoning Board and the permitted uses to her should be more of a factor than the overwhelming concern there are bad guys in our community and we need to stop more of them from getting here. She remarked that she agreed with Mr. Aronson's perception of zoning.

Mr. Aronson remarked that he disagrees that if they pass this they give BSO any weapons and thought they would give them a gun without any bullets. He commented that if you read the ordinance carefully, not from a law enforcement view, but from a legal and zoning view, the Board didn't help them. He commented that he wants to help them, but this ordinance doesn't help them. In regard to all of these classified drugs are not pain drugs. Many of these classified

drugs are other types of drugs. He expressed his concern about hamstringing legitimate doctors. He recommended that the Board table anything else.

MOTION: TO REQUEST THE COMMISSION TO EXTEND THE MORATORIUM FOR AT LEAST 90 DAYS, WHICH WILL GIVE THE P&Z BOARD AN OPPORTUNITY TO FURTHER LOOK AT THIS ORDINANCE AND TO ALSO SEE WHAT THE STATE LEGISLATURE DOES. MOTION MADE BY MR. ARONSON AND SECONDED BY MR. SANDS FOR DISCUSSION.

Ms. Sori remarked that would give them additional time.

Ms. Lundgren commented that the session usually wraps up in May or June so it could well extend.

Ms. Sori explained that she spoke to one of our State Congressman on another issue and he told her the session was from March until the beginning of May.

Ms. Lundgren asked the Board for anything they could recommend that can be included in this ordinance and move it forward. She recommended the Board move it forward.

Ms. Sori wanted to know how they could do that when the Commission has already put it on their agenda for March 23rd. They put it on so fast they didn't give them time to really digest all of this.

Mr. Aronson remarked that Commission could pass this without their approval.

Ms. Lundgren interjected that there should be vote of a yes or no on the recommendation.

Mr. Roper reminded that Board there was a motion on the floor. He then commented that he thought everyone has given a lot of good points for them to look at. He also thought that this was a very hard package to put together relative terminology, etc. that will make everyone happy. He thought that people were also looking at this from a standpoint that what can they do to help law enforcement also and he didn't know if the Board thinks that this is every thing they could do and maybe there are some other things. Maybe this is something the Commission may want to workshop with the Planning & Zoning Board with law enforcement in and sit down and discuss this to a point that they would feel they have something that is meaningful that more people would be able to approve.

MOTION AMENDED: TO TABLE TO A FUTURE DATE. MOTION MADE BY MR. ARONSON AND SECONDED BY MR. SANDS FOR DISCUSSION.

Mr. Rodriguez commented that he was in favor for an additional moratorium and thought that was what Mr. Aronson's motion was.

Mr. Aronson responded that was what he wanted to do, but was told that they have to act on this ordinance and his action was to table this.

Ms. Sori wanted to know where it was written they have to act on this now.

Mr. Roper suggested that they can table this and then make a separate motion to ask that the Commission consider extending the moratorium with the possibility of having a workshop that would involve both Planning & Zoning and the Commission.

Mr. Konhauzer commented that he personally thinks they are sending the wrong issue and suggested that if they want to table this they should say why they want to table this.

Mr. Roper thought that when the Commission reads the minutes it would be quite apparent.

Mr. Aronson commented that he would re-word the motion and that he didn't like a lot of topics in one motion.

Ms. Lundgren requested that the motion was tabled to a date certain for re-advertisement.

MOTION AMENDED: TO TABLE THIS MOTION TO A DATE THAT IS CO-TERMINUS WITH THE DATE THE COMMISSION EXTENDS THE MORATORIUM. MOTION MADE BY MR. ARONSON FOR DISCUSSION.

Mr. Aronson responded no, and that he believes that this Board wants to table this and ask the Commission to extend the moratorium in order that this Board can further look at this including having a workshop meeting scheduled. If you ask for a date certain he would not know what that date would be. He also commented that he didn't understand the critical nature of a date certain that he would have to pick out of the air. He then commented that he to wants to pass something that was relevant and helpful and didn't think they were trying to be obstructive here.

Mr. Konhauzer wants to know what is relevant that they can't give to the Commission.

Mr. Roper explained that in Mr. Woods's presentation to the Commission he puts in comments and would put in some of the Planning & Zoning concerns and asked Mr. Wood how he does it.

Mr. Wood responded that what he normally does is to put the motion in his Staff Report and refers to the minutes to reflect the comments made by the Board.
Mr. Roper then asked Mr. Wood if the Commission asked him that he would give them a recap from the minutes.

Mr. Wood responded that was correct.

Mr. Roper asked Mr. Wood to give the Commission a recap prior to the time that it goes to Commission.

MOTION AMENDED AGAIN: TO TABLE AND REQUEST THAT THE COMMISSION EXTEND THE MORITORIUM TO A DATE THAT WILL PERMIT THE PLANNING & ZONING BOARD TO FURTHER INVESTIGATE THE SCOPE OF THIS ORDINANCE

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INCLUDING SCHEDULING A WORKSHOP, STAFF PROVIDING THEM WITH SIMILAR ORDINANCES AND OTHER BACKGROUND MATERIAL THAT ENABLE THEM TO MAKE A REASONABLE DECISION. MOTION MADE BY MR. ARONSON AND SECONDED BY MR. SANDS FOR DISCUSION.

Mr. Roper mentioned that they have requested that Mr. Wood to look at the minutes and put down the concerns and give that specifically to the Commission in their backup material in which this item will be on the agenda. They will have this in their backup and will be able to look at it and make a determination.

MOTION: TO TABLE CHANGES TO AMEND SECTION 21-8 AND CHAPTER 23, OF THE MUNICIPAL CODE OF ORDINANCES RELATIVE PHARMACIES AND TO REQUEST THAT THE COMMISSION EXTEND THE MORATORIUM TO A DATE THAT WILL PERMIT THE BOARD TO FURTHER INVESTIGATE THE SCOPE OF THIS ORDINANCE INCLUDING SCHEDULING A WORKSHOP; AND BEING PROVIDED WITH SIMILAR ORDINANCES AND OTHER BACKGROUND MATERIAL. MOTION MADE BY MR. ARONSON AND SECONDED BY MR. SANDS. On roll call there were five aye votes and four no votes made by Mr. Rodriguez, Mr. Valenti, Mr. Konhauzer, and Mr. Roper. Motion was approved.

4. NEW BUSINESS:

A. DISCUSSION FOR POSSIBLE CHANGES TO AMEND SECTION 21-8 AND CHAPTER 23, OF THE MUNICIPAL CODE OF ORDINANCES RELATIVE PHARMACIES

Mr. Wood explained that the City has been made aware by law enforcement and news reports that illegal drug use and distribution has been associated with pain management clinics which prescribe and dispense narcotic drugs on-site. The State recently passed legislation to begin addressing this concern and may propose additional legislation for a more comprehensive approach on the matter. At the October 13, 2009, City Commission meeting, the City Commission passed a moratorium on "pain management clinics" to allow review of City Code for additional regulations for medical offices and clinics which include on-site dispensing of controlled substances to address steps appropriate for municipal zoning regulation.

Current City Code classifies dispensing of medication as a pharmacy under the category of neighborhood retail. Medical offices and clinics are specifically defined as a use and currently could be located in the same establishment as a pharmacy. Pharmacies are currently located in Cooper City in every type of zoning district in which they are allowed with the exception of Planned Mixed Use Development (PMUD) for which the use is anticipated would be considered appropriate in the Monterra Development which has that zoning designation. Similarly, medical office and clinic uses are dispersed City-wide. Therefore, the proposed change to Code does not alter the districts in which these uses would be permitted.

The attached proposed Code change would, however, prohibit medical offices and clinics from being in the same establishment as a pharmacy dispensing controlled substances. By regulating co-location of uses of specifically defined controlled substances, grocery stores and chain drugstores which may have convenience clinics would still be permitted to prescribe and dispense medications such as for colds and the flu. To do so the changes include:

1. Revising definitions including providing for pharmacies separate from neighborhood retail
2. Providing functional changes to the use regulation schedule and list of uses in districts
3. Adding supplemental regulation to medical office and clinic uses to restrict co-location
4. Adding supplemental regulation to pharmacies to restrict co-location
5. Revising the I-1, Light Industrial district to regulate pharmacy wholesale and warehousing activity and eliminating pharmacy as an accessory use in this district, and
6. Eliminating the provision for a pharmacy to be an accessory use in office buildings.

Mr. Wood concluded that the Planning and Zoning Board is requested to discuss and comment on the proposed Code revision. The Board's recommendation will be forwarded to the City Commission for action.

MOTION: FOR DISCUSSION MADE BY MR. SANDS AND SECONDED BY MR. KONHAUZER.

Mr. Sands wanted to know if the new code would prevent a medical office from having any type of a pharmacy. He mentioned that he has several children that are in his pre-school who are on Adderall and their doctors have pharmacies in their office. Adderall would be considered a narcotic, but for the parents they have to write a prescription and go somewhere, because that is a narcotic. For ease and convenience a lot of these particular physicians have pharmacies in their

offices to fill those prescriptions. He thought this was more of a legal issue more than a code enforcement issue and thought that changing the code on this would provide temporary relief, but no permanent solutions. He wanted to know if a medical office or pediatrician's office who wants to do that and would we prevent them from offering that convenience (dispensing narcotic drugs) with this new code.

Mr. Wood responded yes and the limitation would be on the controlled substances or regulated drugs.

Ms. Lundgren referred to page 3, paragraph 1, last page; she explained that it prohibits on-site dispensing of identified controlled substances identified by certain sections of the Florida Statutes. She said Adderall is included as a controlled substance in those Statutory sections. She remarked that she hasn't looked at that specific issue, but believed that it is a restricted controlled substance then that would be the effect of this ordinance.

Mr. Aronson commented that like a dermatologist who customarily has a pharmacy and prescribes various dermatological products would not be restricted.

Mr. Markley remarked that as a point of clarification, the City is not aware of any current medical offices which have a local business tax receipt for a pharmacy. He was not aware of any doctor's offices that were performing that type of function.

Mr. Sands remarked that we are writing code not just for the present, but for the future. The issue is that if someone does decide to come in town such as a Pediatric office, he asked if we were throwing the baby out with the bath water because we have some pain clinics that are abusing this and this is a legal issue and not so much a code enforcement issue. Is this more of a legal enforcement issue, and referred to the Staff Report that started out that they have been made aware of news reports and by the police department. He said that his question is it best solved by them redoing the code or by re-upping what the law enforcement as opposed to code enforcement.

Ms. Sori commented that many physicians give out samples including narcotic samples and what are you going to do about that. Nothing has been addressed to that issue. Many, many physicians give out samples.

Ms. Lundgren again referred to the 3rd page under sub-section (a), there are several exemptions from the prohibition on on-site dispensing and one of those is administering a controlled substance directly to a patient if the amount of the controlled substance is adequate and is not more than necessary to treat the patient during that particular treatment session or there is a one time emergency re-supply exemption.

Ms. Sori remarked that if a doctor has a patient who can't afford something they will give them bulk samples.

Ms. McCoy agreed with Ms. Sori and remarked that she has a doctor in Pembroke Pines who gave her 5 weeks of a controlled substance and she didn't turn it down, because it is expensive. She referred to Stirling Palm Plaza which is basically an office building and medical building there is a pharmacy in that center and do we consider that type of use in that office center and

would that be prohibited, because it is an office building and would it fall under the permitted accessory uses and pharmacy has been deleted, which is under section 23-84(c) office buildings, item 2.

Mr. Markley responded that Section 23-84 is to particular accessory uses that are someone has a primary use and wanted in addition to that primary use have an accessory use as one of those four items. This would limit the number of accessory, secondary uses to three. Pharmacy would remain a permitted use as a primary use in that zoning district.

Ms. McCoy remarked that she was meeting with the owner's son of that center relative her professional business and she said that he had made a comment to her about Cooper City and about how that pharmacist was being harassed and asked if we have gone after that particular pharmacist.

Mr. Wood responded that he was not able to answer specific enforcement questions tonight.

Mr. Rodriguez wanted to know how many of these pain clinic facilities exist today that they would be regulating and does this code change affect them?

Mr. Wood responded that as far as we know there are none in Cooper City.

Mr. Aronson commented that he agreed with what Mr. Sands said and thought that one of the ways to proceed is as a Board if they are going to lean toward the view that Mr. Sands took, we may not need to discuss all this. He expressed that he felt he needed more insight as to why this is coming up. He thought that it seems a bit of an over reaction to a problem we don't have. It is a problem that may be somewhere in some communities, but not ours.

Ms. Lundgren explained that the issue that has prompted this code change is the proliferation of the so called pain management clinics all over Broward County. This has been coming up in numerous local governments and there have been a lot of very negative activities and effects that are associated with these clinics. Essentially what has been occurring is there are clinics that are licensed to dispense on-site these controlled substances and under Florida law it is very lenient as to the amount that can be distributed and who can be prescribed these drugs. There is no method to screen the patients who come in and claim pain and then receive medication. They can go from doctor to doctor throughout Broward County and rack up huge amounts of drugs and there has been a lot of reports and news accounts of this even extending to folks from out of State like Kentucky and West Virginia who come down and they doctor shop for loads of narcotics and they take them back to their home state and purvey them in the drug market.

Mr. Aronson remarked that he understands the proliferation of these clinics, but wasn't suggesting that most of them were bad, however based on that explanation this seems more of State issue than a municipal issue. He explained that recently his wife went to a pain doctor, but that doctor doesn't dispense any narcotics at all. His wife gets epidurals and goes to a pharmacy for medication. He asked if there was a difference of a doctor at a pain clinic who prescribes a prescription that he fills at his own pharmacy versus giving someone a prescription that he fills at Walgreens or CVS. A doctor having his own pharmacy is not relevant to this issue. They are talking about something very specific that is a perceived problem about pain clinics and they are

trying to solve it for our 8 square mile City and he didn't think that this is the way that problem gets solved.

Mr. Roper commented that many cities have passed similar legislation already. He asked Ms. Lundgren if she knew who some of those cities are and whether it is very similar in nature as to what they are discussing now.

Ms. Lundgren responded yes, and the first City that has addressed this that was having a huge problem with the pain clinics coming in and as a client of her firm is Dania Beach. They passed an ordinance last year and several other cities quickly followed that and enacted very similar regulations. She mentioned Oakland Park and Coconut Creek who have both passed moratoria and if they haven't yet adopted similar ordinances they have these exact same concepts before their Commission and are in the process of doing so. She mentioned there has also been an effort within Broward County and the County Commission has been in the process of putting this into place. She also mentioned that outside of Broward, West Palm Beach and Palm Beach County, Boca Raton have been in consideration of these regulations as well. It is really a multi-county effort at this point because there has been such a clear identification of these huge issues and the criminal effects that are creating a big problem for the adjacent businesses in the same plazas as these people pick up their drugs and they sit in the parking lot snorting and shooting them up. There are a lot of obvious concerns if you share your shopping plaza with these clinics.

Mr. Sands remarked that snorting and shooting up and doctor shopping are all legal issues and are not code enforcement issues. He commented that Ms. Lundgren mentioned these other cities are considering legislation, but asked how many have actually enacted it and how many of the cities that she referred to are also represented by her law firm. He remarked that she mentioned Dania Beach. He commented that his church is in Dania Beach and compared to Cooper City it is night and day. It is a different world. He didn't even know that was a fair comparison. He said that it seems like it is a big issue, but it is not here and there is no idea what is going to happen and no idea how to react to it and are trying to write some preventative thing, but didn't know if they entirely understood what is going on with this. He again remarked that he personally didn't see this as a code enforcement issue and sees it as a law enforcement issue.

Ms. Lundgren responded that they do represent Dania Beach and Hallandale Beach on a special counsel basis and they have already enacted a moratorium and are in a process of adopting the ordinance. She said that they also represent Weston who has adopted this and Weston certainly wasn't the kind of place where you would expect to pop up either, but they wanted to take a pro-active stance knowing that as more and more cities .....

Mr. Konhauzer interjected that he has looked at the corridors in Dania Beach off of Griffin Road and has seen many of them. They are areas like the 441 corridor that are of a lower level. He remarked that he doesn't see it here and agrees it is a problem, but commented that we have laws that protect us. He then commented that there are other ways of controlling it through the places that are distributing it by following through on that and going with the law rather than making more laws here and didn't know if that was necessary.

Ms. McCoy commented that in the past when they have looked at making changes to the zoning regulations they have also had other municipalities' codes as a guide. She mentioned Pembroke Pines, Boca Raton, Coral Springs, even Plantation and Sunrise that are considered comparable

cities. She then commented that looking at the light industrial district and to exclude that use from the light industrial district might not be a bad idea. This says that for the wholesale and warehousing they have to have a minimum of 1,750 square and is that what is being proposed and that they are in there as along as they are doing the wholesale and warehousing and is that correct. She referred to section 23-56, light industrial.

Mr. Markley responded that the square footage is not being proposed to have any change and is existing language. The proposed change in the light industrial is the part that is underlined and is in color.

Ms. McCoy remarked that a pharmacy would not be allowed in the light industrial district.

Mr. Markley responded that it is currently as an accessory use. Again, he commented that an accessory being ancillary to another primary use.

Ms. McCoy interjected how you would make a pharmacy an ancillary to a primary use. What would be the primary use in an industrial park?

Mr. Markley remarked that as an example might be with a hospital and the primary use is the health care that they are providing but they have a pharmacy that is ancillary.

Ms. McCoy commented that we are not talking about a hospital we are talking about the light industrial specifically and Mr. Markley is saying that it is an accessory use.

Mr. Markley remarked that it would currently be permitted as an accessory use, but the proposed is that it would no longer be permitted as an accessory use as well as the additional regulation that whereas it could still be a wholesale or warehouse, but there would regulation on the controlled substances being distributed so that someone would not be going directly to that location and being dispensed on an individual basis for the controlled substances.

Ms. McCoy asked how the rest of the Board would feel about addressing just the light industrial where they know they have a loop hole.

Mr. Aronson commented as they sit here they are not comfortable with this ordinance. He then remarked that normally when we are discussing a proposed modification to an ordinance they have some discussion about it in advance of seeing the actual proposed ordinance and they get some insight as to why and how and what they want to do. This one just popped up and it seems like it became a critical issue that they need to get passed. He was not ready to pass it unless Staff was to tell him that failure to pass it now will create a problem that they can't rectify if they pass it later.

Mr. Roper thought the Commission was trying to be pro-active and it was the Commission that wanted to bring this before the Planning & Zoning Board. He remarked that if there are enough Board members that feel like they need additional information to be able to vote on this issue, he suggested they consider tabling this until they do have more information such as from the other cities that have passed something similar or are in the process of passing or have passed something similar and then they can readdress this issue.

Mr. Rodriguez commented that he is comfortable with this ordinance and remarked that you have other cities that are making moves and what is going to happen is that the people that are doing this are going to come to the city that doesn't have something in place. He explained that he was all for this ordinance and didn't care if there was nothing happening now, if we are going to prevent something he was okay. He agreed that it was a law enforcement issue, but so is liquor stores and strip bars and everything else and that is why there are ordinances because you want them out of a certain area and that is what he wants here. He commented that we are susceptible too… the high school, drugs, they are all over the place and people are going to converge here if they don't do something and he thinks they should do something. He asked if someone could give him a good reason for the down side of the ordinance and he sees the pros and doesn't see the cons.

Mr. Aronson commented that the down side is there may be some very ethical doctors who choose to have a pain clinic or any kind of medical practice where they want to have a pharmacy and were would be preventing them for that and they may want to do it for valid medical or business reasons and we have said no.

Mr. Rodriguez responded that we can overcome that and we don't have that now. If that is what they want to do in their own office he thought there was something that could be done to address that.

Mr. Aronson thought that most of the Board would like to take a better look at this issue.

Mr. Roper explained that he would like the Board to readdress this issue rather than seeing it die and feels that this issue is very important.

Ms. McCoy commented that when it comes back to the Board, she would want to see other cities ordinances and that is how they have been able to evaluate issues in the past.

Ms. Lundgren responded that she understands that and if the direction of the Board would be to table it, then she would put together a more comprehensive packet with other cites ordinances and more of a broad account of what this issue really entails so that they will be fully prepared for the next discussion. She then reiterated that this issue may not have been on the radar, but this has been coming up more and more in cities that they represent and with cities she has been tracking outside of the cities they deal with regularly, like Oakland Park and Plantation, who are represented by another firm who have been working on this issue and consulting across the county to other attorneys and planners about how to get a grip on this issue. It has been something she feels that need to be proactively addressed. She said that she wants to make sure that the City is proactively protected in that situation.

MOTION: TO TABLE UNTIL THE NEXT P&Z BOARD MEETING WITH THE CAVEAT THAT WE HAVE THE NECESSARY INFORMATION. MOTION MADE BY MR. SANDS AND SECONDED BY MS. MCCOY.

Ms. Sori thought that physicians giving out bulk samples should be also considered.

Mr. Roper thought they should leave it up to the attorney and her office to bring back to the Board what they are asking for.

Ms. Lundgren commented that she will work with Staff to put a packet together for the next meeting.

Mr. Aronson mentioned that the State Legislature meets in a few weeks and asked Ms. Lundgren to let them know if this issue was on their agenda also.

Ms. Lundgren responded that there was a bill passed last year that requires monitoring of pharmacies with regard to the prescription of these substances and the dispensing of these substances however, that bill was an unfunded mandate because the Department of Health does not have the funds to implement this technological program and it is clear there is very little immediate effect from this 2009 Legislation and even though there was legislation passed this problem is still going full blast.

Mr. Aronson commented that it seems odd to have a zoning law to regulate a legal or criminal activity.

MOTION: TO TABLE POSSIBLE CHANGES TO AMEND SECTION 21-8 AND CHAPTER 23, OF THE MUNICIPAL CODE OF ORDINANCES RELATIVE PHARMACIES UNTIL THE NEXT P&Z BOARD MEETING WITH THE CAVEAT THAT THE BOARD HAS THE NECESSARY INFORMATION REQUESTED. MOTION MADE BY MR. SANDS AND SECONDED BY MS. MCCOY. There were all ayes on roll call vote. Motion was approved.

Land Development Regulations Adopted By Local Governments

ORDINANCE NO. 2009-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING ITS LAND DEVELOPMENT REGULATIONS TO PROHIBIT ON-SITE DISPENSING OF CONTROLLED SUBSTANCES BY PAIN MANAGEMENT CLINICS, TO THE EXTENT PERMITTED BY LAW; PROVIDING DEFINITIONS; PROVIDING SUPPLEMENTAL REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach (the "City") finds that it is in the best interest of the health, safety, and welfare of its residents, businesses, and visitors to enact regulations to provide for safer residential and commercial neighborhoods in the City; and

WHEREAS, the City Commission finds that the illegal sale, use, and delivery of controlled substances is a threat to the health, safety and welfare of the residents of the City; and

WHEREAS, the City Commission has recently been made aware by law enforcement and news reports that a pattern of illegal drug use and distribution has been associated with pain management clinics in neighboring municipalities, which dispense on-site narcotic drugs; and

WHEREAS, the Miami Herald, Sun Sentinel and other news media, such as the Lexington Herald Leader, have published numerous newspaper stories in the recent past describing a "pipeline" of trafficking drugs from South Florida pain management clinics to users in other states, such as Kentucky, West Virginia, and Ohio; and

WHEREAS, the threat of increased crime associated with such clinics, is very significant and could undermine the economic health of the City's development and redevelopment efforts; and

WHEREAS, the Florida Legislature has attempted to deter such illegal drug use, distribution and activities by the creation of a secure and privacy-protected, statewide electronic system of monitoring prescription drug medication information, to encourage safer controlled

substance prescription decisions and to reduce the number of prescription drug overdoses, deaths and related crimes; and

WHEREAS, it is the intent of this Ordinance not to interfere with the legitimate medical use of controlled substances, but rather to prohibit the location of dispensing of narcotic drugs on site at pain management clinics, to the extent permitted by law; and

WHEREAS, in the absence of regulations identifying where narcotic drugs may be dispensed, the City's residents, visitors and businesses are more vulnerable to criminal actions, despite the provision of law enforcement services; and

WHEREAS, the City Commission approved a Resolution on April 27, 2009 notifying the public that changes to its zoning code regarding medical offices that offer on-site dispensing of narcotic drugs was under review; and

WHEREAS, during an advertised public hearing on June 17, 2009, the Planning and Zoning Board, sitting as the City's Local Planning Agency, reviewed this Ordinance and recommended approval to the City Commission; and

WHEREAS, following proper notice to the public and after having received input and participation by interested members of the public and staff, and having considered the recommendation of the Planning and Zoning Board, the City Commission finds this Ordinance consistent with its Comprehensive Plan, as well as Florida and federal law;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the preceding "Whereas" clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That the City Commission amends Article 2, Section 2.10, entitled *"Definitions"* of its Land Development Regulations to alter or create the following definitions:

Adult residential care facility. Any housing facility for one hundred (100) or more elderly residents situated on property which has direct access to and is adjacent to either a minor arterial containing at least one hundred ten (110) feet of right-of-way or a principal arterial as designated on Broward County Trafficways Plan, which facility contains units with no more than one sleeping room regardless of the number of accessory rooms including living rooms and bathrooms; and contains a central dining facility which serves at least one full meal per day; and provides central housekeeping services to its residents no less than weekly; and employs a full-time registered nurse on call to the residents; and provides planned activities, which activities may include, but are not limited to, social, educational and recreational activities; and may provide on-site dispensing of drugs under the supervision and control of a licensed physician as an accessory use.

***** ***** *****

Drug store shall mean a retail pharmacy, with or without a drive lane, unless otherwise specified in this Code.

***** ***** *****

Office, medical shall mean a facility providing services to the public by physicians, dentists, surgeons, chiropractors, pharmacists, osteopaths, physical therapists, nurses, acupuncturists, podiatrists, optometrists, psychiatrists, or others who are duly licensed to practice their respective professions in the State of Florida, as well as others, including but not limited to technicians and assistants, who are acting under the supervision and control of a licensed health care practitioner. Retail pharmacies staffed by pharmacists that sell prescription drugs, nonprescription drugs or both and other retail goods for sale to the public, are not medical offices. Offices for social workers and mental health counselors are not medical offices. Pain management clinics, as defined in this provision, are medical offices.

***** ***** *****

Pharmacy, retail shall mean a retail establishment primarily offering goods for retail sale and on-site dispensing of prescription drugs, nonprescription drugs or both. A retail pharmacy may also offer accessory services such as photo processing, eyeglass care, etc.

***** ***** *****

Pain management clinic shall mean a type of medical office providing a variety of personal services by an on-site physician who is currently licensed by either the Florida Board of Medicine or Board of Osteopathic Medicine and his or her staff, which, individually or collectively, are intended to reduce or manage pain.

***** ***** *****

Substance abuse and rehabilitation centers shall mean a type of medical office established to aid persons affected by excessive or illegal use of drugs, narcotics or other hallucinatory substances, not including alcohol, who have developed a dependency on such substances, including but not limited to methadone maintenance facilities, and outpatient rehabilitation facilities.

Section 3. Article 6, entitled "*Supplementary Use Regulations,*" is amended to create Section 6.66, entitled "*Pain Management Clinics,*" to read as follows:

Sec. 6.66. Pain Management Clinics.

(a) *Applicability.* Pain management clinics shall be subject to the following supplemental regulations:

(1) On-site dispensing of controlled substances that are identified in Schedule II, III, or IV in Sections 893.03, 893.035 or 893.036, Florida Statutes, unless otherwise expressly permitted by statutory or general law, is prohibited.

(2) Any parking demand created by a pain management clinic shall not exceed the supply of parking spaces legally available within the shared guest or visitor parking areas allocated on the site as required by Section 6.20 of this Code. An applicant may be required to demonstrate that on-site traffic flow and parking will be sufficient to accommodate parking demands generated by the pain management clinic based on a current traffic and parking study prepared by a certified professional, if requested by the City.

(b) *Nonconforming Uses.* Any application for a Certificate of Use for a business operating as a pain management clinic prior to April 28, 2009 shall be subject to zoning regulations in effect prior to the effective date of this Ordinance. Any such clinic legally in existence prior to the effective date of this Ordinance, but now in violation of its provisions, shall be considered a legal nonconforming use.

(c) *Enforcement.* Enforcement of these supplemental regulations shall be as provided by law.

Section 4. Section 10.15, entitled "*Zoning Relief Procedures*" is created to read as follows:

Section 10.15. *Zoning relief procedures.* In order to address possible unintended violations of federal and state laws, subsequent to implementation of this Code or its related rules, policies, and procedures in advance of costly litigation, zoning relief may be granted pursuant to this section.

(1) *Application.* A person or entity shall request relief under this Section prior to filing a lawsuit, by completing a Zoning Relief Request form, which is available from the City's Community Development Division ("CDD"). The form shall contain such questions and requests for information as are necessary for evaluating the relief requested.

(2) *Notice.* The City shall display a notice in the City's public notice bulletin board and shall maintain copies available for review in the Community Development Division and the City Clerk's Office. The notice shall advise the public that a request for zoning relief under a federal or state law is pending. The location, date and time of the applicable public hearing shall be included in the notice. Notice shall also be provided to property owners within 300 feet, if the request for relief is site specific.

(3) *Hearing and determination.* The City Commission shall have the authority to consider and act on requests for zoning relief submitted to the Community Development Division. A public hearing shall be held within seventy five (75) days of receipt by the City of the request for relief at a regular or special City Commission meeting. During the public hearing, the City Commission shall solicit comment and information from the public and shall decide whether to grant the requested relief. A written determination shall be issued by resolution no later than seven (7) days after the conclusion of the public hearing. The determination may: (a) grant the relief requested, (b) grant a portion of the request and deny a portion of the request, or impose conditions upon the grant of the request, or (c) deny the request. Any determination denying the requested relief shall be final, in writing, and shall state the reasons the relief was denied. The final written determination shall be sent to the requesting party by certified mail, return receipt requested.

(4) *Additional information.* If necessary, prior to the public hearing, the City may request additional information from the requesting party, specifying in sufficient detail what information is required. In the event a request for additional information is made to the requesting party by the City, the seventy-five (75) day time period to schedule a public hearing shall be extended to ninety (90) days to include the time necessary to seek and review the additional information. The requesting party shall have fifteen (15) days after the date the information is requested to provide the needed information. If the requesting party fails to timely respond with the requested additional information, the City shall notify the requesting party and proceed with scheduling a public hearing and issuing its final written determination regarding the relief requested as required in (3).

(5) *Criteria.* In determining whether the zoning relief request shall be granted or denied, the applicant shall be required to establish:

(a) The applicant is a potential claimant under a federal or state law; and

(b) The applicant believes in good faith that the City through implementation of its zoning code has intentionally or unintentionally violated federal or state law for the reasons stated in the Zoning Relief Request. The law(s) the City has allegedly violated shall be identified.

(6) *Exhaustion required.* Completion of the zoning relief procedures shall be a supplement to and not a substitute for any other pre-litigation dispute resolution processes available by law to the City or the applicant. Completion of the zoning relief procedures shall evidence the exhaustion of all administrative remedies available from the City.

(7) *Fees.* A fee as deemed appropriate by the City Commission shall be imposed as provided by the City Commission by resolution. The fee is intended to defray administrative costs incurred to review the request, including advertising costs. The City shall have no obligation to pay a requesting party's attorney fees or costs in connection with the request for zoning relief.

(8) *Effect while pending.* While an application for zoning relief or appeal of a determination of same is pending before the City, the City will not enforce the subject zoning ordinance, rules, policies, and procedures against the property owner, except the City may seek injunctive relief if an imminent threat to the health, safety and welfare of the public is present.

Section 5. Section 6.16(b)(7) containing standards for home occupations shall be amended to read as follows:

(b) Standards: A home occupation is allowable as an accessory use in a bona fide dwelling unit in any residential area. All provisions of this Code pertaining to residential uses shall be met. In addition, all of the following standards shall apply:

***** ***** *****

(7) No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the lot, if the occupation is conducted in other than a single-family residence, or outside the dwelling unit if conducted in other than a single-family residence. There shall be no storage of narcotic drugs, or hazardous or toxic materials for use in the home occupation. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuation in line voltage [to] the premises.

Section 6. Section 6.16(d) shall be amended to read as follows:

(d) Home offices, excluding medical~~, counseling, and dental~~ offices and counseling services, are permitted, provided that no transactions or meetings are made in person on the premises.

Section 7. Section 16.20 containing permitted uses in the Industrial-Research-Office (IRO) District shall be amended to read as follows:

16.20. Permitted uses.

No building, structure, land, water, or part thereof, shall be erected, altered, or used, nor shall the premises be used in whole or part for other than one or more of the following specified uses:

***** ***** *****

(d) Office uses, excluding medical offices.

Section 8. Section 16.30 containing prohibited uses in the Industrial-Research-Office (IRO) District shall be amended to read as follows:

16.30. Prohibited uses.

The permitted enumerated uses in section 16.20 above shall not be construed to include any of the following, which are indicated for emphasis and clarification:

***** ***** *****

(w) Medical offices, pharmacies (retail and compounding)

Section 9. Section 18.20 containing permitted uses in the Industrial-Research-Office-Marine (IROM) District shall be amended to read as follows:

18.20. Permitted uses.

No building, structure, land, water, or part thereof, shall be erected, altered, or used, nor shall the premises be used in whole or part for other than one (1) or more of the following specified uses:

***** ***** *****

(d) Offices (excluding medical offices), banks, and savings and loans.

Section 10. Section 18.30 containing prohibited uses in the Industrial-Research-Office-Marine (IROM) District shall be amended to read as follows:

18.30. Prohibited uses.

The permitted enumerated uses in section 18.20 above shall not be construed to include any of the following prohibited uses, which are indicated for emphasis and clarification:

***** ***** *****

(gg) Medical offices.

Section 11. Section 19.20 containing permitted uses in the Residential Office (RO) District shall be amended to read as follows:

19.20. Permitted uses.

No building, structure, land, water, or part thereof, shall be erected, altered, or used, nor shall the premises be used in whole or part for other than one (1) or more of the following specified uses:

(a) General office, excluding medical ~~or dental~~ offices.
(b) Single-family dwelling units.
(c) Any use that is accessory or customarily incidental to and located upon the same lot occupied by the main use.

Section 12. Section 21.18, containing a table of uses permitted, prohibited, special condition and special exception uses in the Downtown Transit-Oriented Development (TOD) District, East Dania Beach Boulevard Transit Oriented Corridor (TOC-1) District, and the South Federal Highway Transit Oriented Corridor (TOC-2) District, shall be amended to read as follows:

21.18. Use table.

Table F-1 below shows the list of permitted, prohibited, special condition and special exception uses in each of the three (3) zoning districts.

Y	=	Permitted Use	N	=	Prohibited Use
SC	=	Special Condition Use	SE	=	Special Exception Use

Table F-1. Table of Permitted, Prohibited, Special Condition and Special Exception Uses

Use	Zoning District		
	TOD District	TOC-1 District	TOC-2 District
Medical offices, excluding pain management clinics ~~including dental, chiropractic, osteopathic, acupuncture, physical therapy, optometry, podiatry, and psychology~~,	Y	Y	Y
Retail sales within an enclosed building, including grocery stores, drug store (no drive-through), caterers, wine shops, appliances, carpet and floor coverings, home furnishings, office supplies, sporting goods, electronics, photographic equipment, jewelry, art, crafts, apparel, hardware, paint, wallpaper, floor coverings, lighting, florist shop, pharmacy, and antique stores	Y	Y	Y

Section 13. Section 27.40 containing prohibited uses in the Industrial-General (IG) District shall be amended to read as follows:

27.40. Prohibited uses.

The permitted uses enumerated above shall not be construed to include any of the following prohibited uses, which are indicated for emphasis and clarification:

***** ***** *****

(w) Medical offices.

Section 14. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

Section 15. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 16. That this Ordinance shall be effective on adoption on second reading.

PASSED on first reading on June 23, 2009.

PASSED AND ADOPTED on second reading on July 28, 2009.

ANNE CASTRO
MAYOR-COMMISSIONER

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

ORDINANCE NO. 50-09

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF DELRAY BEACH, BY AMENDING SECTION 4.3.3, "SPECIAL REQUIREMENTS FOR SPECIFIC USES", BY ENACTING SUBSECTION (LLLL), "MEDICAL OFFICES", TO PROVIDE FOR CLARIFICATION REGARDING THE DISPENSING OF NARCOTIC DRUGS; AMENDING APPENDIX "A" TO PROVIDE FOR DEFINITIONS RELATED TO THE REGULATION OF MEDICAL OFFICES; PROVIDING A SAVING CLAUSE, A GENERAL REPEALER CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City of Delray Beach finds that it is in the best interest of the health, safety, and welfare of its residents, businesses, and visitors to enact regulations to provide for safer residential and commercial neighborhoods in the City; and

WHEREAS, the City Commission finds that the illegal sale, use, and delivery of controlled substances is a threat to the health, safety and welfare of the residents of the City; and

WHEREAS, the City Commission has recently been made aware by law enforcement and news reports that a pattern of illegal drug use and distribution has been associated with pain management clinics in neighboring municipalities, which dispense on-site narcotic drugs; and

WHEREAS, the City Commission has also been made aware of numerous newspaper stories in the recent past describing a "pipeline" of trafficking drugs from South Florida pain management clinics to users in other states, such as Kentucky, West Virginia, and Ohio; and

WHEREAS, the threat of increased crime associated with such clinics, is very significant and could undermine the economic health of the City's development and redevelopment efforts; and

WHEREAS, the Florida Legislature has attempted to deter such illegal drug use, distribution and activities by the creation of a secure and privacy-protected, statewide electronic system of monitoring prescription drug medication information, to encourage safer controlled substance prescription decisions and to reduce the number of prescription drug overdoses, deaths and related crimes; and

WHEREAS, it is the intent of this Ordinance not to interfere with the legitimate medical use of controlled substances, but rather to prohibit the location of dispensing of narcotic drugs on site at medial offices, to the extent permitted by law; and

WHEREAS, in the absence of regulations identifying where narcotic drugs may be dispensed, the City's residents, visitors and businesses are more vulnerable to criminal actions, despite the provision of law enforcement services; and

WHEREAS, pursuant to LDR Section 1.1.6, the Planning and Zoning Board reviewed the proposed text amendment at a public hearing held on September 21, 2009 and voted 7 to 0 to recommend that the changes be approved; and

WHEREAS, pursuant to Florida Statute 163.3174(4)(c), the Planning and Zoning Board, sitting as the Local Planning Agency, has determined that the change is consistent with and furthers the goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City Commission of the City of Delray Beach adopts the findings in the Planning and Zoning Staff Report; and

WHEREAS, the City Commission of the City of Delray Beach finds the ordinance is consistent with the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. That the recitations set forth above are incorporated herein.

Section 2. That Appendix "A", "Definitions",of the Land Development Regulations of the City of Delray Beach, be and the same is hereby amended to read as follows:

BUSINESS OFFICE Any commercial activity conducted primarily in an office, which does not involve the sale of commodities or goods on the premises. This definition does not include a Medical Office.

MEDICAL OFFICE shall mean a facility providing services to the public by physicians, dentists, surgeons, chiropractors, osteopaths, physical therapists, nurses, acupuncturists, podiatrists, optometrists, psychiatrists, (who are also know as health care practitioners) or others who are duly licensed to practice their respective professions in the State of Florida, as well as others, including but not limited to technicians and assistants, who are acting under the supervision and control of a licensed health care practitioner.

PHARMACY shall mean a retail establishment primarily offering goods for retail sale and on-site dispensing of prescription drugs, nonprescription drugs or both. A retail pharmacy may also offer accessory services such as photo processing, eyeglass care, etc.

PROFESSIONAL OFFICES includes those vocations in which professed attainments in special knowledge are practiced, as distinguished from mere skills, and shall be limited to those professions so classified by the Laws of Florida, and which are conducted as professions and not as a trade or other business. PROFESSIONAL OFFICES do not include offices for the treatment of animals on the premises. This definition does not include a Medical Office.

Section 3. That Section 4.3.3, "Special Requirements for Specific Uses",of the Land Development Regulations of the City of Delray Beach, be and the same is hereby amended by enacting Subsection 4.3.3 (LLLL), "Medical Offices", to read as follows:

(LLLL) Medical Offices:

(1) Applicability. Medical Offices shall be subject to the following:

(a) On-site dispensing of controlled substances that are identified in Schedule II, III, or IV in Sections 893.03, 893.035 or 893.036, Florida Statutes, is prohibited, unless otherwise expressly permitted by statutory or general law. The following are exempt from this prohibition:

(i) A health care practitioner when administering a controlled substance directly to a patient if the amount of the controlled substance is adequate to treat the patient during that particular treatment session.

(ii) A pharmacist or health care practitioner when administering a controlled substance to a patient or resident receiving care as a patient at a hospital, nursing home, ambulatory surgical center, hospice, or intermediate care facility for the developmentally disabled which is licensed in this state.

(iii) A health care practitioner when administering a controlled substance in the emergency room of a licensed hospital.

(iv) A health care practitioner when administering or dispensing a controlled substance to a person under the age of 16.

(v) A health care practitioner when dispensing a one-time, 72-hour emergency resupply of a controlled substance to a patient.

(2) Appeal. An appeal from an administrative determination or board action, excluding the granting or denial of a variance, regarding Medical Offices shall be appealed to the City Commission. The applicant shall follow the procedures and requirements set forth in Section 2.4.7(E). In addition to the requirements listed in Section 2.4.7(E) the applicant shall also list the following:

(a) If the applicant is a potential claimant under a federal or state law; and

(b) That the applicant believes in good faith that the City through implementation of this section has intentionally or unintentionally violated federal or state law. The law(s) the City has allegedly violated shall be identified.

Section 4. That should any section or provision of this ordinance or any portion thereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 5. That all ordinances or parts of ordinances in conflict herewith be, and the same are hereby repealed.

Section 6. That this ordinance shall become effective immediately upon its passage on second and final reading.

PASSED AND ADOPTED in regular session on second and final reading on this the 20th day of October, 2009.

MAYOR

ATTEST

City Clerk

First Reading 10/6/09

Second Reading 10/20/09

MEMORANDUM

TO: Mayor and City Commissioners

FROM: David T. Harden, City Manager

DATE: October 13, 2009

SUBJECT: **AGENDA ITEM 10.E. - REGULAR COMMISSION MEETING OF OCTOBER 20, 2009 ORDINANCE NO. 50-09 (SECOND READING/SECOND PUBLIC HEARING)**

ITEM BEFORE COMMISSION

This ordinance is before Commission for second reading and second public hearing to consider a city initiated amendment to the Land Development Regulations (LDR) Section 4.3.3, "Special Requirements for Specific Uses", by enacting Subsection (LLLL), "Medical Offices", to provide clarification regarding dispensing of narcotic drugs, and amending Appendix "A", to provide for definitions related to the regulation of medical offices.

BACKGROUND

At the first reading on October 6, 2009, the Commission passed Ordinance No. 50-09.

RECOMMENDATION

Recommend approval of Ordinance No. 50-09 on second and final reading.

ORDINANCE NO. 50-09

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF DELRAY BEACH, BY AMENDING SECTION 4.3.3, "SPECIAL REQUIREMENTS FOR SPECIFIC USES", BY ENACTING SUBSECTION (LLLL), "MEDICAL OFFICES", TO PROVIDE FOR CLARIFICATION REGARDING THE DISPENSING OF NARCOTIC DRUGS; AMENDING APPENDIX "A" TO PROVIDE FOR DEFINITIONS RELATED TO THE REGULATION OF MEDICAL OFFICES; PROVIDING A SAVING CLAUSE, A GENERAL REPEALER CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City of Delray Beach finds that it is in the best interest of the health, safety, and welfare of its residents, businesses, and visitors to enact regulations to provide for safer residential and commercial neighborhoods in the City; and

WHEREAS, the City Commission finds that the illegal sale, use, and delivery of controlled substances is a threat to the health, safety and welfare of the residents of the City; and

WHEREAS, the City Commission has recently been made aware by law enforcement and news reports that a pattern of illegal drug use and distribution has been associated with pain management clinics in neighboring municipalities, which dispense on-site narcotic drugs; and

WHEREAS, the City Commission has also been made aware of numerous newspaper stories in the recent past describing a "pipeline" of trafficking drugs from South Florida pain management clinics to users in other states, such as Kentucky, West Virginia, and Ohio; and

WHEREAS, the threat of increased crime associated with such clinics, is very significant and could undermine the economic health of the City's development and redevelopment efforts; and

WHEREAS, the Florida Legislature has attempted to deter such illegal drug use, distribution and activities by the creation of a secure and privacy-protected, statewide electronic system of monitoring prescription drug medication information, to encourage safer controlled substance prescription decisions and to reduce the number of prescription drug overdoses, deaths and related crimes; and

WHEREAS, it is the intent of this Ordinance not to interfere with the legitimate medical use of controlled substances, but rather to prohibit the location of dispensing of narcotic drugs on site at medial offices, to the extent permitted by law; and

WHEREAS, in the absence of regulations identifying where narcotic drugs may be dispensed, the City's residents, visitors and businesses are more vulnerable to criminal actions, despite the provision of law enforcement services; and

WHEREAS, pursuant to LDR Section 1.1.6, the Planning and Zoning Board reviewed the proposed text amendment at a public hearing held on September 21, 2009 and voted 7 to 0 to recommend that the changes be approved; and

WHEREAS, pursuant to Florida Statute 163.3174(4)(c), the Planning and Zoning Board, sitting as the Local Planning Agency, has determined that the change is consistent with and furthers the goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City Commission of the City of Delray Beach adopts the findings in the Planning and Zoning Staff Report; and

WHEREAS, the City Commission of the City of Delray Beach finds the ordinance is consistent with the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. That the recitations set forth above are incorporated herein.

Section 2. That Appendix "A", "Definitions",of the Land Development Regulations of the City of Delray Beach, be and the same is hereby amended to read as follows:

BUSINESS OFFICE Any commercial activity conducted primarily in an office, which does not involve the sale of commodities or goods on the premises. This definition does not include a Medical Office.

MEDICAL OFFICE shall mean a facility providing services to the public by physicians, dentists, surgeons, chiropractors, osteopaths, physical therapists, nurses, acupuncturists, podiatrists, optometrists, psychiatrists, (who are also know as health care practitioners) or others who are duly licensed to practice their respective professions in the State of Florida, as well as others, including but not limited to technicians and assistants, who are acting under the supervision and control of a licensed health care practitioner.

PHARMACY shall mean a retail establishment primarily offering goods for retail sale and on-site dispensing of prescription drugs, nonprescription drugs or both. A retail pharmacy may also offer accessory services such as photo processing, eyeglass care, etc.

PROFESSIONAL OFFICES includes those vocations in which professed attainments in special knowledge are practiced, as distinguished from mere skills, and shall be limited to those professions so classified by the Laws of Florida, and which are conducted as professions and not as a trade or other business. PROFESSIONAL OFFICES do not include offices for the treatment of animals on the premises. This definition does not include a Medical Office.

Section 3. That Section 4.3.3, "Special Requirements for Specific Uses",of the Land Development Regulations of the City of Delray Beach, be and the same is hereby amended by enacting Subsection 4.3.3 (LLLL), "Medical Offices", to read as follows:

(LLLL) Medical Offices:

(1) Applicability. Medical Offices shall be subject to the following:

(a) On-site dispensing of controlled substances that are identified in Schedule II, III, or IV in Sections 893.03, 893.035 or 893.036, Florida Statutes, is prohibited, unless otherwise expressly permitted by statutory or general law. The following are exempt from this prohibition:

(i) A health care practitioner when administering a controlled substance directly to a patient if the amount of the controlled substance is adequate to treat the patient during that particular treatment session.

(ii) A pharmacist or health care practitioner when administering a controlled substance to a patient or resident receiving care as a patient at a hospital, nursing home, ambulatory surgical center, hospice, or intermediate care facility for the developmentally disabled which is licensed in this state.

(iii) A health care practitioner when administering a controlled substance in the emergency room of a licensed hospital.

(iv) A health care practitioner when administering or dispensing a controlled substance to a person under the age of 16.

(v) A health care practitioner when dispensing a one-time, 72-hour emergency resupply of a controlled substance to a patient.

(2) Appeal. An appeal from an administrative determination or board action, excluding the granting or denial of a variance, regarding Medical Offices shall be appealed to the City Commission. The applicant shall follow the procedures and requirements set forth in Section 2.4.7(E). In addition to the requirements listed in Section 2.4.7(E) the applicant shall also list the following:

(a) If the applicant is a potential claimant under a federal or state law; and

(b) That the applicant believes in good faith that the City through implementation of this section has intentionally or unintentionally violated federal or state law. The law(s) the City has allegedly violated shall be identified.

Section 4. That should any section or provision of this ordinance or any portion thereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 5. That all ordinances or parts of ordinances in conflict herewith be, and the same are hereby repealed.

Section 6. That this ordinance shall become effective immediately upon its passage on second and final reading.

PASSED AND ADOPTED in regular session on second and final reading on this the _____ day of _____, 2009.

ATTEST **MAYOR**

City Clerk

First Reading_____

Second Reading_____

MEMORANDUM

TO: Mayor and City Commissioners

FROM: Mark McDonnell, AICP, Asst. Director Planning and Zoning
Paul Dorling, AICP, Director Planning and Zoning

THROUGH: City Manager

DATE: October 1, 2009

SUBJECT: **AGENDA ITEM 10.C. - REGULAR COMMISSION MEETING OF OCTOBER 6, 2009**
ORDINANCE NO. 50-09 (FIRST READING/FIRST PUBLIC HEARING)

ITEM BEFORE COMMISSION

Consideration of a city-initiated amendment to the Land Development Regulations (LDRs) that will provide a new definition for "Medical Offices" and that includes Special Requirements that regulate medical offices dispensing controlled substances.

BACKGROUND

Medical Office uses are allowed in various zoning districts within the City, including General Commercial, Central Business District, Planned Office Center, Professional and Office District, Planned Commercial Center, and the Mixed Residential Office and Commercial District. Normal operations and expectations of medical office uses include examinations by doctors and, should prescriptions be required, they would be filled off-site at a local pharmacy. Recently, "pain management clinics" have been established which provide not only the prescriptions, but also fill the prescriptions on-site.

Following are highlights of the proposed ordinance:

1. The ordinance introduces a new definition for Medical Office, which includes services normally associated with medical offices (examinations and prescribing of medicines).
2. Clarifies that the existing definitions of Professional Offices and Business Office do not include Medical Offices.
3. Special Requirements are added for Medical Offices that prohibit on-site dispensing of controlled substances identified in Schedule II, III or IV in Sections 893.03, 893.035 or 893.036, Florida Statutes except as follows:

- A health care practitioner when administering a controlled substance directly to a patient if the amount of the controlled substance is adequate to treat the patient during that particular treatment session.
- A pharmacist or health care practitioner when administering a controlled substance to a patient or

resident receiving care as a patient at a hospital, nursing home, ambulatory surgical center, hospice, or intermediate care facility for the developmentally disabled which is licensed in this state.
- A health care practitioner when administering a controlled substance in the emergency room of a licensed hospital.
- A health care practitioner when administering or dispensing a controlled substance to a person under the age of 16.
- A health care practitioner when dispensing a one-time, 72-hour emergency resupply of a controlled substance to a patient.

4. A relief option (appeal process).

REVIEW BY OTHERS

The text amendment was considered by the Planning and Zoning Board on September 21, 2009. The Board unanimously recommended approval on a 7 to 0 vote, by adopting the findings of fact and law contained in the staff report and finding that the amendment is consistent with the Comprehensive Plan and meets criteria set forth in Section 2.4.5(M) of the Land Development Regulations. They conditioned their recommendation to require that the definition of "dispensing" be clarified. This has been achieved through an expanded exceptions area as noted above.

The Downtown Development Authority (DDA) reviewed the ordinance at their meeting on September 21, 2009 and recommended approval with the following conditions:

- That the City seeks the opinion of the Attorney General of the legality of this ordinance.
- That the City contacts the legislative delegation and recommends state-wide legislation.
- That the City explores the possibility to make this a nuisance activity (or some other prohibition) so that it is strengthened and not merely a matter of zoning.

The Community Redevelopment Agency (CRA) reviewed the ordinance at their meeting on September 24, 2009 and did not support the amendment. They questioned the legality of regulating trade in this way and the basis for doing the amendment (i.e. newspaper articles, etc.).

The Pineapple Grove Main Street committee will review the ordinance at their meeting on October 7, 2009 and the West Atlantic Redevelopment Coalition will review the ordinance at their meeting on October 14, 2009. The recommendations of those Boards will be presented at second reading.

RECOMMENDATION

By motion, approve Ordinance No. 50-09 on first reading for a city-initiated amendment to the Land Development Regulations, by adopting the findings of fact and law contained in the staff report and finding that the amendment is consistent with the Comprehensive Plan and meets criteria set forth in Section 2.4.5(M) of the Land Development Regulations.

NO. 4731652R

CITY OF DELRAY BEACH NOTICE OF PROPOSED AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS

The City Commission of the City of Delray Beach, Florida, proposes to adopt the following ordinances:

ORDINANCE NO. 41-09

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF DELRAY BEACH, BY AMENDING SECTION 4.4.19(G) "SUPPLEMENTAL DISTRICT REGULATIONS", SUBSECTION (9) "FOUR CORNERS OVERLAY DISTRICT", SUBSUBSECTION (E) "STANDARDS UNIQUE TO THE FOUR CORNERS OVERLAY DISTRICT", TO PROVIDE THAT CERTAIN AREAS ARE ELIGIBLE TO BE COUNTED TOWARD THE OPEN SPACE CREDIT; PROVIDING A SAVING CLAUSE, A GENERAL REPEALER CLAUSE AND AN EFFECTIVE DATE.

ORDINANCE NO. 50-09

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF DELRAY BEACH, BY AMENDING SECTION 4.3.4 "USE MATRIX", SECTION 4.4.13 "SPECIAL REQUIREMENTS FOR SPECIFIC USES", BY ENACTING SUBSECTION (LLLL) "MEDICAL OFFICES", TO PROVIDE FOR CLARIFICATION REGARDING THE DISPENSING OF NARCOTIC DRUGS; AMENDING APPENDIX "A" TO PROVIDE FOR DEFINITIONS RELATED TO THE REGULATION OF MEDICAL OFFICES; PROVIDING A SAVING CLAUSE, A GENERAL REPEALER CLAUSE AND AN EFFECTIVE DATE.

ORDINANCE NO. 51-09

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING SECTION 4.6.7 "SIGNS", SUBSECTION 4.6.7(H)(1)(b) "SPONSORSHIP SIGNS" IN ORDER TO PROVIDE STANDARDS FOR SAME; PROVIDING A SAVING CLAUSE, A GENERAL REPEALER CLAUSE, AND AN EFFECTIVE DATE.

The City Commission will conduct two (2) Public Hearings for the purpose of accepting public testimony regarding the proposed ordinances. The first Public Hearing will be held on TUESDAY, OCTOBER 27, 2009 AT 7:00 P.M. in the Commission Chambers of City Hall, 100 N.W. 1st Avenue, Delray Beach, Florida. If the proposed ordinances is passed on first reading, a second Public Hearing will be held on TUESDAY, OCTOBER 20, 2009 AT 7:00 P.M. for the continuation of such meeting which is set by the Commission in the Commission Chambers of City Hall, 100 N. West 1st Avenue, Delray Beach, Florida.

All interested parties may appear at the public hearing and be heard with respect to the proposed ordinances. Any person who decides to appeal any decision of the Planning & Zoning Board with respect to any matter considered at the meeting or hearing will need a record of the proceedings and may need to ensure that a verbatim record including testimony and evidence is made, which includes the testimony and evidence upon which the appeal is to be based. For information on obtaining copies of the proposed ordinances, contact the Planning & Zoning Department at City Hall, 100 N.W. 1st Avenue, Delray Beach, Florida, 33444 or by telephone at (561) 243-7040. Please note that all meetings are closed captioned for the hearing impaired. If you are deaf or hard of hearing and require the services of a sign language interpreter, you must call (561) 243-7040 (voice) or (561) 243-7086 (TDD) at least five days in advance of the meeting. Hours are Monday through Friday, excluding holidays.

Please be advised that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. The City does not provide this record pursuant to F.S. 286.0105.

CITY OF DELRAY BEACH
Deborah Davis Brown, CMC
City Clerk

PUB: The Palm Beach Post
September 29 & October 15, 2009

PLANNING AND ZONING BOARD STAFF REPORT

MEETING DATE: SEPTEMBER 21, 2009

AGENDA NO: IV.C.

AGENDA ITEM: CONSIDERATION OF A CITY-INITIATED AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS (LDR), BY AMENDING SECTION 4.3.3, "SPECIAL REQUIREMENTS FOR SPECIFIC USES", BY ENACTING SUBSECTION (LLLL), "MEDICAL OFFICES", TO PROVIDE FOR CLARIFICATION REGARDING THE DISPENSING OF NARCOTIC DRUGS; AMENDING APPENDIX "A" TO PROVIDE FOR DEFINITIONS RELATED TO THE REGULATION OF MEDICAL OFFICES.

ITEM BEFORE THE BOARD

The item before the Board is to make a recommendation to the City Commission regarding a city-initiated amendment to Land Development Regulations (LDRs) that provides a new definition for "Medical Offices" and includes Special Requirements that prohibits medical offices from dispensing controlled substances.

Pursuant to Section 1.1.6, an amendment to the text of the Land Development Regulations may not be made until a recommendation is obtained from the Planning and Zoning Board.

BACKGROUND/ANALYSIS

The City Commission has recently been made aware by law enforcement and news reports that a pattern of illegal drug use and distribution has been associated with pain management clinics in neighboring municipalities. There has also been an increase in local advertising for pain management clinics, including references to drugs sold on-site in alternative weekly newspapers, and also on fliers left at bus benches and on billboards. Also, several South Florida pain management clinics have been associated with a "pipeline" of drug trafficking that has lead to illegal drug use in other states, such as Kentucky, West Virginia and Ohio, according to recent newspaper articles. If located within the City, these types of uses would currently fall under Medical Office use.

Medical Office uses are allowed in various zoning districts within the City, including General Commercial, Central Business District, Planned Office Center, Professional and Office District, Planned Commercial Center, and the Mixed Residential Office and Commercial District. Normal operations and expectations of this medical office use include examinations by doctors and, should prescriptions be required, they would be written and filled off-site at a local pharmacy. The "pain management clinics" provide not only the prescription, but also fill the prescription on-site.

Following are highlights of the proposed ordinance:

- The ordinance introduces a new definition for Medical Office, which includes services normally associated with medical offices (examinations and prescribing of medicines) and will prohibit dispensing of specific medicines at the office.
- Clarifies that the existing definitions of Professional Offices and Business Office do not include Medical Offices.

- Special Requirements are added for Medical Offices that prohibit on-site dispensing of controlled substances identified in Schedule II, III or IV in Sections 893.03, 893.035 or 893.036, Florida Statutes.
- A relief option (appeal process) is added in the proposed ordinance.

REQUIRED FINDINGS

Comprehensive Plan Conformance

LDR Section 2.4.5(M)(5) (Findings) requires that the City Commission make a finding that the text amendment is consistent with and furthers the Goals, Objectives and Policies of the Comprehensive Plan. A thorough review of the Comprehensive Plan was conducted and the following applicable objective and policy are identified:

Future Land Use Element Objective A-2
Reduce, and eventually eliminate, uses which are inconsistent with predominant adjacent land uses, and to insure compatibility of future development.

Policy A-2.3 Development of remaining vacant properties shall occur in a manner which is consistent with and complementary to adjacent development regardless of zoning designations. This policy shall be implemented through the review process associated with platting and site plans.

REVIEW BY OTHERS

Courtesy Notices

Courtesy notices were provided to the following homeowner and civic associations:

- Neighborhood Advisory Council

The following advisory boards will review the proposed amendment and their recommendations will be forwarded to the Planning and Zoning Board and/or City Commission, as follows:

The Downtown Development Authority will review the ordinance at their meeting on September 21, 2009.

The Community Redevelopment Area will review the ordinance at their meeting on September 24, 2009.

The Pineapple Grove Main Street committee will review the ordinance at their meeting on October 7, 2009.

The West Atlantic Redevelopment Coalition will review the ordinance at their meeting on October 14, 2009.

ALTERNATIVE ACTIONS

A. Continue with direction.

B. Move a recommendation of approval to the City Commission of the amendment to Land Development Regulations, **Section 4.3.3, "Special Requirements for Specific Uses", by enacting subsection (LLLL), "Medical Offices", to provide for clarification regarding the dispensing of narcotic drugs; amending Appendix "A" to provide for definitions related to medical offices, professional offices, business office and pharmacy,** by adopting the findings of fact and law contained in the staff report, and finding that the text amendment and approval thereof is consistent with the Comprehensive Plan and meets the criteria set forth in LDR Section 2.4.5(M)

C. Move a recommendation of denial to the City Commission of the amendment to Land Development Regulations, **Section 4.3.3, "Special Requirements for Specific Uses", by enacting subsection (LLLL), "Medical Offices", to provide for clarification regarding the dispensing of narcotic drugs; amending Appendix "A" to provide for definitions related to medical offices, professional offices, business office and pharmacy,** by adopting the findings of fact and law contained in the staff report, and finding that the text amendment and approval thereof is inconsistent with the Comprehensive Plan and does not meet the criteria set forth in LDR Section 2.4.5(M) (*motion to be made in the affirmative).*

RECOMMENDED ACTION

Recommend approval of the amendment to Land Development Regulations, **Section 4.3.3, "Special Requirements for Specific Uses", by enacting subsection (LLLL), "Medical Offices", to provide for clarification regarding the dispensing of narcotic drugs; amending Appendix "A" to provide for definitions related to medical offices, professional offices, business office and pharmacy,** by adopting the findings of fact and law contained in the staff report, and finding that the text amendment and approval thereof is consistent with the Comprehensive Plan and meets the criteria set forth in LDR Section 2.4.5(M).

Attachment: Proposed ordinance

ORDINANCE NO. 2009-____

AN ORDINANCE OF THE CITY OF WESTON, FLORIDA, AMENDING CHAPTER 12 "DEFINITIONS" TO CREATE A DEFINITION OF "PAIN MANAGEMENT CLINIC;" CREATING SECTION 158.59.1 "PAIN MANAGEMENT CLINICS," TO PROHIBIT ON-SITE DISPENSING OF CONTROLLED SUBSTANCES BY PAIN MANAGEMENT CLINICS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, First, the City Commission finds that the illegal sale, use, and delivery of controlled substances is a threat to the health, safety and welfare of the residents of the City; and

WHEREAS, Second, the City Commission has recently been made aware by law enforcement and news reports that a pattern of illegal drug use and distribution has been associated with pain management clinics in neighboring municipalities, which dispense on-site narcotic drugs; and

WHEREAS, Third, in the absence of state regulations identifying where narcotic drugs may be dispensed, the City's residents, visitors and businesses are more vulnerable to criminal actions, despite the provision of law enforcement services; and

WHEREAS, Fourth, as such, the City Commission finds it necessary to prohibit a pain management clinic from dispensing onsite controlled substances; and

WHEREAS, Fifth, the City Commission, in its capacity as the Local Planning Agency, has reviewed the Ordinance and recommends approval; and

WHEREAS, Sixth, the City Commission finds that this Ordinance is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Weston, Florida:

Section 1. The foregoing "Whereas" clauses are hereby ratified and incorporated as the legislative intent and factual findings underlying this Ordinance.

Section 2. Recommendation of Approval by the Local Planning Agency.

The City Commission, in its capacity as the Local Planning Agency, has reviewed the proposed Ordinance and recommends approval.

Section 3. Amendment to Chapter 12.

Chapter 12, "Definitions," of the Code of Ordinances of the City of Weston, is amended to read as follows:

§ 12.01 DEFINITIONS.

(A) ***General rule.*** Words and phrases shall be taken in their plain, or ordinary and usual sense. However, technical words and phrases having a peculiar and appropriate meaning in law shall be understood according to their technical import.

Coding: underlined words are additions to existing text, ~~struck-through~~ words are deletions from existing text, shaded text reflects changes made from First Reading.

(B) ***Definitions.*** For the purpose of this code, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

* * *

PAIN MANAGEMENT CLINIC. A type of medical office providing a variety of personal services by an on-site physician who is currently licensed by either the Florida Board of Medicine or Board of Osteopathic Medicine and his or her staff, which, individually or collectively, are intended to reduce or manage pain.

* * *

Section 4. Amendment to Chapter 158.

Chapter 158, "Zoning," of the Code of Ordinances of the City of Weston, is amended to read as follows:

§ 158.59.1 PAIN MANAGEMENT CLINICS.

Pain Management Clinics are prohibited from on-site dispensing of controlled substances that are identified in Schedules II, III, or IV in Sections 893.03, 893.035 or 893.0355, Florida Statutes, unless otherwise expressly permitted by law.

Section 5. Codification.

It is the intention of the City Commission that the provisions of this Ordinance become and be made part of the City Code, and that the Sections of this Ordinance and Code may be renumbered or relettered and the word "ordinance" may be changed to "section" or such other appropriate word or phrase to accomplish such intentions.

Section 6. Severability.

Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion thereof, other than the part so declared to be invalid.

Section 7. Conflict.

That all Sections or parts of Sections of the Code of Ordinances, all Ordinances or parts of Ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 8. Effective Date.

This Ordinance shall be effective upon passage and adoption.

PASSED ON FIRST READING November 16, 2009.

PASSED AND ADOPTED ON SECOND READING_____, 2009.

CITY COMMISSION
CITY OF WESTON, FLORIDA

By _____
Eric M. Hersh, Mayor

ATTEST:

_____
Patricia A. Bates, City Clerk

Approved as to form and legality for the use of and reliance by the City of Weston only:

_____
Jamie Alan Cole, City Attorney

Roll Call:
Commissioner Stermer _____
Commissioner Henriksson _____
Commissioner Chermak _____
Commissioner Gomez _____
Mayor Hersh _____

Coding: underlined words are additions to existing text, ~~struck-through~~ words are deletions from existing text, shaded text reflects changes made from First Reading.

Meeting Date: March 9, 2010 Agenda Item 12

Memorandum 10-048

REQUESTED COMMISSION ACTION:

Consent	X Ordinance	Resolution	Consideration/ Discussion	Presentation
___	___	___	___	___

SHORT TITLE AN ORDINANCE AMENDING CHAPTER 155, "ZONING CODE," OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA, BY CREATING A NEW SECTION 155.063, "DISPENSING CONTROLLED SUBSTANCES" TO PROVIDE FOR REGULATIONS RELATING TO THE DISPENSING OF CONTROLLED SUBSTANCES; AND BY CREATING A NEW SECTION 155.029, "REASONABLE ACCOMMODATION," TO PROVIDE PROCEDURES FOR THE ACCOMMODATION OF PERSONS WITH DISABILITIES.

Summary of Purpose and Why:

The proposed ordinance regulates the establishment of pain clinics by prohibiting in medical offices, business offices or professional offices within every zoning districts the on site "dispensing of controlled substances, " which are identified in Schedule II, III or IV in Section 893.03, 893.035 or 893.036 Florida Statutes. Certain exemptions are allowed, which generally pertain to health care practitioner administering controlled substances. The ordinance also establishes a section on reasonable accommodations for "disabled individuals."

(1) Origin of request for this action: City Commission

(2) Primary staff contact: Robin M. Bird, Development Services Director Ext. 4634

(3) Expiration of contract, if applicable:

(4) Fiscal impact and source of funding: None

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	2/8/2010		C.A. Memo #2010-716
Planning & Zoning	2/7/2010	Approval	Memo 10-09

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance		Resolution		Consideration	
Workshop					
1st Reading		1st Reading		Results:	Results:
2nd Reading					

ORDINANCE NO. 2010-_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 155, "ZONING CODE," OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA, BY CREATING A NEW SECTION 155.063, "DISPENSING CONTROLLED SUBSTANCES," TO PROVIDE FOR REGULATIONS RELATING TO THE DISPENSING OF CONTROLLED SUBSTANCES; AND BY CREATING A NEW SECTION 155.029, "REASONABLE ACCOMMODATION," TO PROVIDE PROCEDURES FOR THE ACCOMMODATION OF PERSONS WITH DISABILITIES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach finds that it is in the best interest of the health, safety, and welfare of its residents, businesses, and visitors to enact regulations to provide for safer residential and commercial neighborhoods in the City; and

WHEREAS, the City Commission finds that the illegal sale, use, and delivery of controlled substances is a threat to the health, safety and welfare of the residents of the City; and

WHEREAS, the City Commission has recently been made aware by law enforcement and news reports that a pattern of illegal drug use and distribution has been associated with pain management clinics in neighboring municipalities, which dispense on-site narcotic drugs; and

WHEREAS, the City Commission has also been made aware of numerous newspaper stories in the recent past describing a "pipeline" of trafficking drugs from South Florida pain management clinics to users in other states, such as Kentucky, West Virginia, and Ohio; and

WHEREAS, the threat of increased crime associated with such clinics, is very significant and could undermine the economic health of the City's development and redevelopment efforts; and

WHEREAS, the Florida Legislature has attempted to deter such illegal drug use, distribution and activities by the creation of a secure and privacy-protected, statewide electronic system of monitoring prescription drug medication information, to encourage safer controlled substance prescription decisions and to reduce the number of prescription drug overdoses, deaths and related crimes; and

WHEREAS, it is the intent of this Ordinance not to interfere with the legitimate medical use of controlled substances, but rather to prohibit the location of dispensing of narcotic drugs on site at medial offices, to the extent permitted by law; and

WHEREAS, in the absence of regulations identifying where narcotic drugs may be dispensed, the City's residents, visitors and businesses are more vulnerable to criminal actions, despite the provision of law enforcement services; and

WHEREAS, pursuant to Florida Statute 163.3174(4)(c), the Planning and Zoning Board, sitting as the Local Planning Agency, has determined that the change is consistent with and furthers the goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City Commission of the City of Pompano Beach adopts the findings in the Planning and Zoning Staff Report; and

WHEREAS, the City Commission of the City of Pompano Beach finds the Ordinance is consistent with the Comprehensive Plan.

WHEREAS, in accordance with Florida Statutes, Section 166.041(3)(c)(2), advertisements in accordance with said statute have been published in a newspaper of general paid circulation in the City of Pompano Beach and of general interest and readership in the community, notifying the public of two public hearings on this proposed Ordinance; and

WHEREAS, two public hearings have been held pursuant to said published hearings and all persons so desiring had the opportunity to be, and were in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Section 155.063, "Dispensing Controlled Substances," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach, Florida, is hereby created to read as follows:

§ 155.063 DISPENSING CONTROLLED SUBSTANCES.

(A) The following shall be prohibited in medical offices, business offices or professional offices within every zoning district:

(1) On-site dispensing of controlled substances that are identified in Schedule II, III or IV in Section 893.03, 893.035 or 893.036, Florida Statutes, in medical offices, business offices or professional offices unless otherwise expressly permitted by statutory or general law. The following are exempt from this prohibition:

(a) A health care practitioner when administering a controlled substance directly to a patient if the amount of the controlled substance is adequate to treat the patient during that particular treatment session.

(b) A pharmacist or health care practitioner when administering a controlled substance to a patient or resident receiving care as a patient at a hospital, nursing home, ambulatory surgical center, hospice or intermediate care facility for the developmentally disabled which is licensed in this state.

(c) A health chare practitioner when administering a controlled substance in the emergency room of a licensed hospital.

(d) A health care practitioner when administering or dispensing a controlled substance to a person under the age of 16.

(e) A health care practitioner when dispensing a one-time, 72-hour emergency resupply of a controlled substance to a patient.

(B) Any request for reasonable accommodations to this section shall be governed by and processed pursuant to Section 155.029, Code of Ordinances.

SECTION 2. That Section 155.029, "Reasonable Accommodation," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach, Florida, is hereby created to read as follows:

§ 155.029 REASONABLE ACCOMMODATION.

(A) This section implements the policy of the City of Pompano Beach for processing of requests for reasonable accommodation to its ordinances, rules, policies, and procedures for persons with disabilities as provided by the Federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131 et seq.) ("ADA"). For purposes of this section, a "disabled" individual or person is an individual that qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person who is disabled (or qualifying entities) may request a reasonable accommodation with respect to the City's land use or zoning laws, rules, policies, practices and/or procedures as provided by the FHA and the ADA pursuant to the procedures set out in this section.

(B) A request by an applicant for reasonable accommodation under this section shall be made in writing by completion of a reasonable accommodation request form, which form is maintained by (and shall be submitted to) the Department of Development Services ("DDS"). The reasonable accommodation form shall contain such questions and requests for information as are necessary for processing the reasonable accommodation request. The reasonable accommodation request form shall be substantially in the form set forth below.

(C) Should the information provided by the applicant to the City include medical information or records, including records indicating the medical condition, diagnosis or medical history of the applicant, such individual may, at the time of submitting such medical information, request that the City, to the extent allowed by law, treat such medical information as confidential information of the applicant. The City shall thereafter endeavor to provide written notice to the applicant, and/or their representative, of any request received by the City for disclosure of the medical information or documentation which the applicant has previously requested, be treated as confidential by the City. The City will cooperate with the applicant, to the extent allowed by law, in actions initiated by such individual to oppose the disclosure of such medical information or documentation, but the City shall have no obligation to initiate, prosecute or pursue any such action, or to incur any legal or other expenses (whether by retention of outside counselor allocation of internal resources) in connection therewith, and may comply with any judicial order without prior notice to the applicant.

(D) The City Manager, or his/her designee, shall have the authority to consider and act on requests for reasonable accommodation, after notice and public hearing to receive comments, input and information from the public (provided, however, the City Manager or designee shall not be required to render their decision at said public hearing). When a reasonable

accommodation request form has been completed and submitted to the DDS, it will be referred to the City Manager, or designee, for review and consideration. The City Manager, or designee, shall issue a written determination within 45 days of the date of receipt of a completed application and may, in accordance with federal law:

(1) Grant the accommodation request;

(2) Grant a portion of the request and deny a portion of the request, and/or impose conditions upon the grant of the request; or

(3) Deny the request, in accordance with federal law.

Any such denial shall be in writing and shall state the grounds therefor. All written determinations shall give notice of the right to appeal. The notice of determination shall be sent to the requesting party (i.e. the applicant or his/her representative) by certified mail, return receipt requested. If reasonably necessary to reach a determination on the request for reasonable accommodation, the City Manager, or designee, may, prior to the end of said 45-day period, request additional information from the requesting party, specifying in sufficient detail what information is required. The requesting party shall have 15 days after the date of the request for additional information to provide the requested information. In the event a request for additional information is made, the 45-day period to issue a written determination shall no longer be applicable, and the City Manager, or designee, shall issue a written determination within 30 days after receipt of the additional information. If the requesting party fails to provide the requested additional information within said 15-day period, the City Manager, or designee, shall issue a written notice advising that the requesting party had failed to timely submit the additional information, and therefore the request for reasonable accommodation shall be deemed abandoned and/or withdrawn and no further action by the City with regard to said reasonable accommodation request shall be required.

(E) In determining whether the reasonable accommodation request shall be granted or denied, the requesting party shall be required to establish that they are protected under the FHA and/or ADA by demonstrating that they are handicapped or disabled, as defined in the FHA and/or ADA. Although the definition of disability is subject to judicial interpretation, for purposes of this section the applicant must show:

(1) A physical or mental impairment, which substantially limits one or more major life activities;

(2) A record of having such impairment; or

(3) That they are regarded as having such impairment.

Next, the requesting party will have to demonstrate that the proposed accommodations being sought are reasonable and necessary to afford handicapped/disabled persons equal opportunity to use and enjoy housing. The foregoing (as interpreted by the courts) shall be the basis for a decision upon a reasonable accommodation request made by the City Manager, or designee, or by the City Commission in the event of an appeal.

(F) Within 30 days after the City Manager's, or designee's, determination on a reasonable accommodation request is mailed to the requesting party, such applicant may appeal the decision. All appeals shall contain a statement containing sufficient detail of the grounds for the appeal. Appeals shall be to the City Commission who shall, after public notice and a public hearing, render a determination as soon as reasonably practicable, but in no event later than 60 days after an appeal has been filed.

(G) There shall be no fee imposed by the City in connection with a request for reasonable accommodation under this section or an appeal of a determination on such request to the City Commission, and the City shall have no obligation to pay a requesting party's (or an appealing party's, as applicable) attorneys' fees or costs in connection with the request, or an appeal.

(H) While an application for reasonable accommodation, or appeal of a determination of same, is pending before the City, the City will not enforce the subject zoning ordinance, rules, policies, and procedures against the applicant.

(I) The following general provisions shall be applicable:

(1) The City shall display a notice in the City's public notice bulletin board (and shall maintain copies available for review in the DDS and the City Clerk's office), advising that public disabled individuals (and qualifying entities) may request reasonable accommodation as provided herein.

(2) An applicant may apply for a reasonable accommodation on his/her own behalf or may be represented at all stages of the reasonable accommodation process by a person designated by the applicant.

(3) The City shall provide such assistance and accommodation as is required pursuant to FHA and ADA in connection with a disabled person's request for reasonable accommodation, including, without limitation, assistance with reading application questions, responding to questions, completing the form, filing an appeal, and appearing at a hearing etc. to ensure the process is accessible.

(J) Reasonable accommodation request form:

1. Name of Applicant: _____

Telephone Number: _____

2. Address: _____

3. Address of housing or other location at which accommodation is requested:

_____

_____

4. Describe qualifying disability or handicap:

_____

_____

_____

5. Describe the accommodation and the specific regulation(s) and or procedure(s) from which accommodation is sought:

_____

_____

_____

6. Reasons the reasonable accommodation may be necessary for the individual with disabilities to use and enjoy the housing or other service:

_____

_____

_____

7. Name, address and telephone number of representative, if applicable:

_____

_____

_____

_____

8. Other information:

_____

_____

_____

_____

9. Signature of Applicant or Representative, if applicable, or Qualifying Entity:

_____ Date_____

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2010.

PASSED SECOND READING this _____ day of _____, 2010

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

GBL/jrm
2/5/10
l:ord/ch155/2010-109a

ORDINANCE 5, 2010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA AMENDING CHAPTER 78. LAND DEVELOPMENT. BY ADOPTING NEW SUBSECTION 78-159(j)(47.1) AND BY AMENDING TABLE 21: PERMITTED, CONDITIONAL AND PROHIBITED USE CHART IN ORDER TO ADOPT REGULATIONS PERTAINING TO MEDICAL OFFICES; FURTHER AMENDING CHAPTER 78 AT SECTION 78-751. DEFINITIONS. BY REPEALING THE DEFINITIONS OF "DRUGSTORE OR PHARMACY", "OFFICE, MEDICAL OR DENTAL", AND "OFFICE, BUSINESS OR PROFESSIONAL" AND READOPTING SAME, AS REVISED, IN ORDER TO REVISE AND CLARIFY SUCH DEFINITIONS; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 78. LAND DEVELOPMENT. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Palm Beach Gardens has determined that in the absence of regulations identifying where narcotic drugs may be dispensed, the City's residents, visitors, and businesses are more vulnerable to criminal actions, despite the provision of law enforcement services; and

WHEREAS, the City Council finds that the illegal sale, use, and delivery of controlled substances is a threat to the health, safety, and welfare of the residents of the City; and

WHEREAS, the City Council has recently been made aware by law enforcement and news reports that a pattern of illegal drug use and distribution has been associated with pain management clinics in neighboring municipalities, which dispense narcotic drugs on site; and

WHEREAS, the City Council has determined that a need exists to adopt regulations that identify where narcotic drugs may be dispensed in order to deter criminal activity and promote the public health, safety, and welfare; and

WHEREAS, it is not the intent of this Ordinance to interfere with the legitimate medical use of controlled substances, but rather to prohibit the dispensing of narcotic drugs on site at medical offices, to the extent permitted by law; and

WHEREAS, this Ordinance was reviewed by the Planning, Zoning, and Appeals Board, sitting as the Local Planning Agency, at a public hearing on February 9, 2010, and the Board recommended approval by a vote of 7 to 0; and

WHEREAS, the City Council deems approval of this Ordinance to be in the best interests of the health, safety, and welfare of the residents and citizens of the City of Palm Beach Gardens and the public at large.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA that:

SECTION 1. Chapter 78, Land Development of the Code of Ordinances of the City of Palm Beach Gardens, Florida is hereby amended by adopting new subsection 78-159(j)(47.1) and annotating Table 21: Permitted, Conditional and Prohibited Use Chart at "Office, medical or dental" by adding "Note" 47.1 in order to adopt regulations regarding the locations and circumstances under which narcotic drugs may be dispensed; providing that Section 78-159 shall hereafter read as follows:

Sec. 78-159. Permitted uses, minor and major conditional uses, and prohibited uses.

(a) – (i) (These subsections shall remain in full force and effect as previously enacted.)

Table 21: Permitted, Conditional, and Prohibited Use Chart. is hereby amended such that "47.1" shall be added to the "Note" column at "Office, Medical or Dental."

(j) *Additional Standards.* The following standards apply to specific uses as indicated in the "Note" column of Table 21.

(1) – (47) (These subsections shall remain in full force and effect as previously enacted.)

(47.1) Office, medical or dental. Medical or dental offices shall be subject to the following regulations:

a. On-site dispensing of controlled substances that are identified in Schedules II, III, or IV in Sections 893.03, 893.035, or 893.0356, *Florida Statutes*, is strictly prohibited, unless otherwise expressly permitted by statutory or general law. However, the following are exempt from this prohibition:

1. A health care practitioner when administering a controlled substance directly to a patient if the amount of the controlled substance is adequate to treat the patient during that particular treatment session.

2. A pharmacist or health care practitioner when administering a controlled substance to a patient or resident receiving care as a patient at a hospital, nursing home, ambulatory surgical center, hospice, or intermediate care facility for the developmentally disabled which is licensed by the state.

3. A health care practitioner when administering a controlled substance in the emergency room of a licensed hospital.

4. A health care practitioner when administering or dispensing a controlled substance to a person under the age of 16.

5. A health care practitioner when dispensing a one-time, 72-hour emergency resupply of a controlled substance to a patient.

b. Additionally, the health care practitioner responsible for the operation and/or supervision of any medical or dental office shall execute an affidavit acknowledging the regulations set forth hereinabove prior to payment of the required business tax, and annually thereafter upon renewal of same prior to the issuance of a business tax receipt. Failure or refusal to execute the required affidavit shall constitute prima facie evidence that the subject medical or dental office is operating in violation of the code of ordinances, which may result in code enforcement action, revocation of business tax receipt, and/or any other actions permitted by law.

(48) – (70) (These subsections shall remain in full force and effect as previously enacted.)

SECTION 2. Chapter 78, Land Development of the Code of Ordinances of the City of Palm Beach Gardens, Florida is hereby amended at Section 78-751. "Definitions." by repealing the definitions for the terms "Drugstore or pharmacy", "Office, medical or dental", and "Office, business or professional" and readopting same as revised, providing that each of which shall be placed in alphabetical order in the list of definitions; providing that "Drugstore or pharmacy", "Office, medical or dental", and "Office, business or professional" shall hereafter be defined and read as follows:

Drugstore or *pharmacy, general* means a retail store which sells or dispenses drugs, including "controlled substances" as defined in Chapter 893, *Florida Statutes*, pharmaceuticals, medical supplies, items for personal hygiene, and a wide variety of convenience or consumer goods such as beverages, pre-packaged foods, books and magazines, beauty products, tobacco products, and alcoholic beverages.

Office, medical or *dental* means ~~an establishment~~ facility ~~offering patients medical services, examinations, and treatments, by professionals trained in healing or health-related practices, including medial doctors, dentists, chiropractors, osteopaths, chiropodists, naturopaths, optometrists, or any similar profession as is legal in the State of Florida~~ providing health care services to the public by physicians, dentists, chiropractors, osteopaths, physical therapists, nurses, acupuncturists, podiatrists, optometrists, psychiatrists (who are also known as health care practitioners), or others who are duly licensed to practice their respective medical or dental profession in the State of Florida, as well as others, including, but not limited to, technicians and assistants who are acting under the supervision and control of a licensed health care practitioner.

Office, business or *professional* means an establishment providing executive, management, and professional services to the public, including, but not limited to, the following: advertising services, business offices of private companies, business offices of utility companies, public or nonprofit agencies, trade associations, and employment offices; excluding day labor and labor pool services; professional or consulting offices for accounting, architecture, computer technology, design, engineering, landscape architecture, law, urban planning, and similar professions; property and financial management, real estate; secretarial and telecommunication services; and travel agencies. This definition does not include offices for the treatment of animals on the premises nor does it include Medical or Dental Offices.

SECTION 3. All ordinances or parts of ordinances in conflict be and the same are hereby repealed.

SECTION 4. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

SECTION 5. Specific authority is hereby given to codify this Ordinance.

SECTION 6. This Ordinance shall become effective immediately upon adoption.

(The remainder of this page intentionally left blank)

PASSED this 4th day of FEBRUARY, 2010, upon first reading.

PASSED AND ADOPTED this 16th day of February, 2010, upon second and final reading.

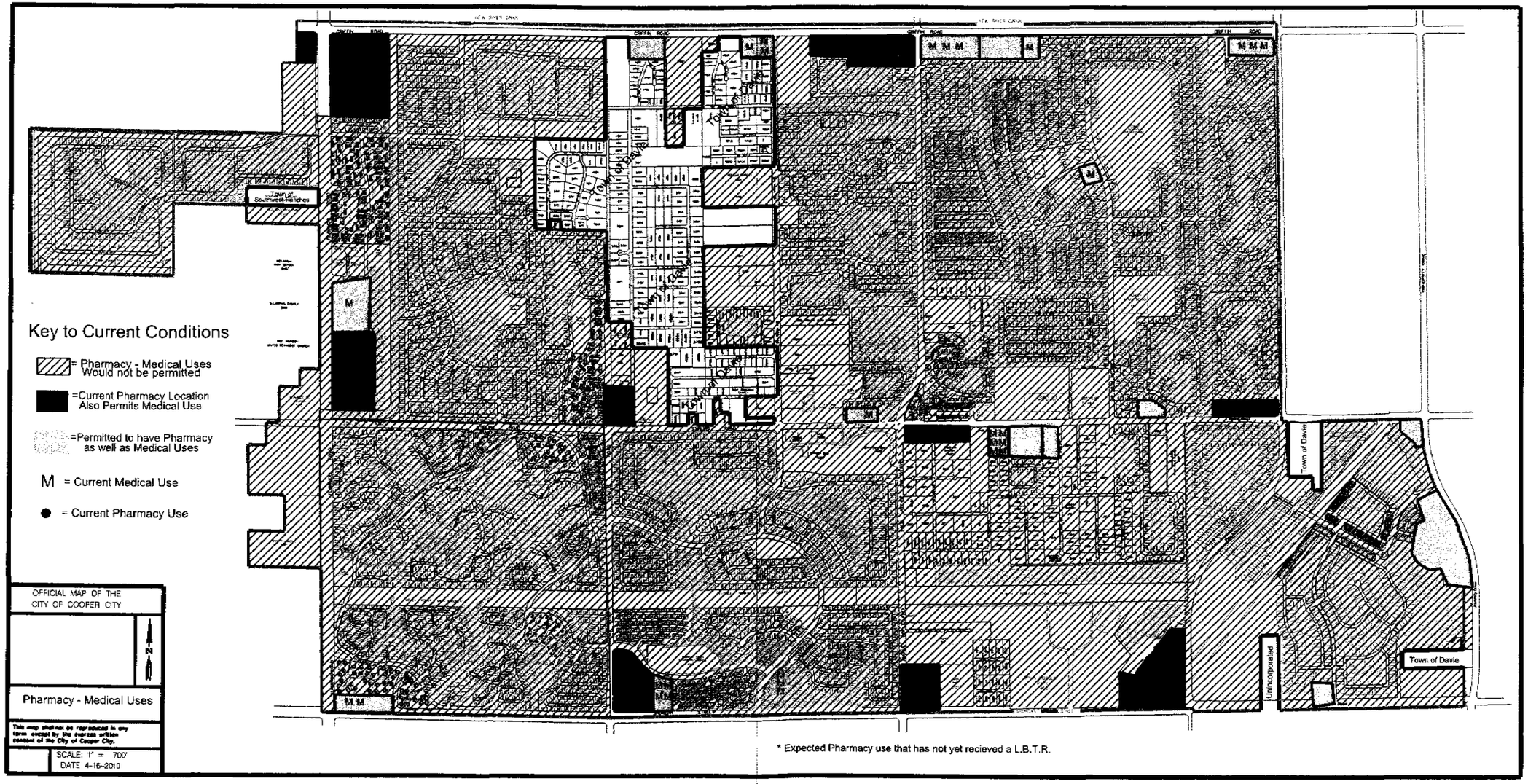
CITY OF PALM BEACH GARDENS	FOR	AGAINST	ABSENT
BY: _____ Joseph R. Russo, Mayor	✓		
_____ David Levy, Vice Mayor	✓		
_____ Eric Jablin, Councilmember	✓		
_____ Jody Barnett, Councilmember	✓		
_____ Robert G. Premuroso, Councilmember	✓		

ATTEST:

BY: _____
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
R. Max Lohman, City Attorney



* Expected Pharmacy use that has not yet recieved a L.B.T.R.

ORDINANCE NO. 10-5-1

AN ORDINANCE OF THE CITY OF COOPER crry, FLORIDA AMENDING CHAPTER 21 "UNIFIED LAND DEVELOPMENT CODE", SECTION 21-8 "DEFINITIONS"; IN ORD.ER TO AMEND DEFINITIONS RELATING TO REGULATION OF MEDICAL OFFICES AND CLINICS, MEDICAL AND DENTAL LABORATO.RIES, AND PHARMACIES; AMENDING CHAPTER 23 "ZONING DISTRICTS", ARTICLE IV "DISTRICT REGULATIONS" TO PROVIDE FOR AMENDED ZONING REGULATIONS RELATED TO REGULATION OF MEDICAL OFFICES AND CLINICS, MEDICAL AND DENTAL LABORATORIES, AND PHARMACIES; AMENDING ARTICLE V "SUPPLEMENTARY REGULATIONS", TO CREATE SUPPLEMENTAL REGULATIONS OF MEDICAL OF.FICES AND CLINICS, MEDICAL AND DENTAL LABORATORIES, AND PHARMACIES; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, PROVIDING FOR INCLUSION IN THE CODE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cooper City ("City Commission") finds that it is in the best interest of the health, safety, and welfare of its residents, businesses, and visitors to enact regulations to provide for safer residential and commercial neighborhoods in the City; and

WHEREAS, the City Commission finds that the illegal sale, use, and delivery of controlled substances is a threat to the health, safety and welfare of the residents of the City; and

WHEREAS, the City Commission has recently been made aware by law enforcement and news reports that a paftern of illegal drug use and distribution has been associated with medical offices and clinics which provide "pain management" services and dispense narcotic controlled substances on-site as aided by those who act in concert with said establishments ; and

WHEREAS, the Miami Herald, Sun-Sentinel and other news media outlets have published numerous newspaper stories in the recent past describing a "pipeline" of trafficking

drugs from South Florida "pain management to users in other states, such as Kentucky, West Virginia, and Ohio; and

WHEREAS, increased criminal activity and other secondary effects including parking, noise, loitering and littering associated with the narcotics-related activities at such clinics is very significant and threatens to undermine the economic health of the City's development and redevelopment efforts, by creating negative secondary effects which affect the commercial and residential properties surrounding these clinics; and

WHEREAS, the Florida Legislature has attempted to deter such illegal dnig use, distribution and activities by the creation of a secure and privacy-protected, statewide electronic system of monitoring prescription drug medication information, through adoption of SB 462 (2009); and

WHEREAS, despite such legislative efforts by the Florida Legislature, the state has only raised half of about $1 million needed to establish the database, and implementation of these legislative mandates is delayed; and

WHEREAS, a recent Broward County grand jury reported that every three days, a new pain management clinic opens in Broward and Palm Beach counties; and

WHEREAS, in the last six months of 2008 alone, such clinics dispensed nearly 9 million doses of the controlled substance oxycodone in South Florida □ the equivalent of more than two doses for every man, woman and child in Miami-Dade, Broward and Palm Beach counties; and

WHEREAS, it is the intent of this Ordinance not to interfere with the legitimate medical use of controlled substances, but rather to prohibit the location of dispensing of narcotic controlled substances on-site at medical clinics and offices (or in close proximity thereto), subject to specific exceptions; and

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WHEREAS, during a public hearing on March 15, 2010, the Planning and Zoning Board, sitting as the City's Local Planning Agency, reviewed this Ordinance and made a recommendation to the City Commission; and

WHEREAS, following proper notice to the public and after having received input and participation by interested members of the public and staff, and having considered the recommendation of the Planning and Zoning Board, the City Commission finds this Ordinance consistent with its Comprehensive Plan, as well as Florida and federal law; and

WHEREAS, the City Commission finds that this Ordinance is consistent with the City's adopted Comprehensive Plan and necessary for the preservation of the public health, safety and welfare of the City's residents; and

WHEREAS, the City Commission has held two public hearings in a
Florida law.
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA: I
Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.
Section 2. City Code Amended. That Section 21-8 of Chapter 21 "Unified Development Code" of the Code of Ordinances of the City of Cooper City is hereby amended to read as follows:
Sec. 21-8. Definitions.
* * *
Medical office or clinic: An establishment where patients, who are not lodged overnight except for observation or emergency treatment, are admitted for examination and treatment by a
Proposed additions to existing City Code text are indicated by an underline; proposed deletions from existing City Code text are indicated by stfikethr-eugh.
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person or group of persons practicing any forrn of healing or health-building services to individuals, whether such persons be medical doctors, chiropractors, osteopaths, chiropodists, naturopaths, optometrists, dentists, or any such profession, the practice of which is lawful in the State of Florida. Pharmacies, as defined in this section, are not medical offices or clinics.
* * *
Pharmacy: Any establishment offering on-site dispensing of prescription drugs.
* * *
Retail, neighborhood: An establishment, not exceeding thirty thousand (30,000) square feet of gross feet area, serving a limited market area and engaged in the retail sale or rental, from the premises, of frequently or recurrently needed items for household use, but which shall not include any establishment which meets the definition of "pharmacy" as provided in this section. Typical uses include apparel stores, bakeries and delicatessens that sell all food prepared at retail on the premises, candy stores, drugstefes, florists, garden supply stores, gift shops, grocery stores, hardware stores, hobby supply shops, ice cream shops, meat markets other than fish or seafood, jewelry stores, music and video tape rental stores, pet supply and grooming, souvenir shops, variety and general merchandise stores.
Section 3. Citv Code Amended. That Article IV "District Regulations" of Chapter 23 "Zoning Districts" of the Code of Ordinances of the City of Cooper City is hereby amended to read as follows:
Sec. 23-10. Schedule of Use Regulations.
COOPER CITY CODE
USE REGULATIONS SCHEDULE
Zoning Districts
Residential
Use Type
3
Commerical Uses
MINIM=
Non-residential
0
2
MEM
PPP
PPP
PP P

Planned
A
1
3
2
1
1
1
3

2
Special
P M X 1 111C
P.
4
4
Sec. 23-44. OP, Office park district.
* * *
(c) Permitted uses. In the OP district, no building or structure, or part thereof, shall be erected, altered or used, or land or water used, in whole or in part, for other than the following:
(6) Medical office or clinic, subject to Sec. 23-101.1 and Sec. 23-104.1;
(7) Medical or dental laboratory, subject to Sec. 23-101.1 and Sec. 23-104.1;
* * * Sec. 23-46. B-1, Planned neighborhood business district.
* * *
(c) Permitted uses. In the B-1 district, no building or structure or part thereof shall be erected, altered or used, or land or water used, in whole or in part, for other than one or more of the following uses:
(4) Medical office or clinic, subject to Sec. 23-101.1 and Sec. 23-104.1;
* * *
(7) Personal improvement services;
(8) Pharmacy, subject to Sec. 23-104.1.
(83 (9) Repair, small appliance;
(4) (10) Restaurant, general;
(10) (11)Retail, neighborhood;
(11) (12)Retail, secondhand goods, provided that no secondhand or used merchandise shall be offered for sale, displayed or stored except in an antique store or as incidental to the sale of new merchandise;
(12) (13) Sewage lift or pumping station, subject to section 23-107;
(13) (14) Special residential facility, type 3, subject to section 23-109;
(14) (15) Transformer substation, subject to section 23-112;
(15) (16) Water or wastewater plant, local, subject to section 23-114.
(16) (17) Community assembly, subject to the supplemental regulations contained in Section 23- 95(b).
Sec. 23-48. B-2, Planned community business center district.
* * *
(c) Permitted uses. In the B-2 district, no building or structure or part thereof, shall be erected, altered or used, or land or water used, in whole or in part, for other than one or more of the following uses:
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* * *
(7) Medical office or clinic, subject to Sec. 23-101.1 and Sec. 23-104.1;
* * *
(10) Personal improvement services;
(11) Pharmacy, subject to Sec. 23-104.1.
(11) (12)Recreation, indoor;
(12) (13) Repair, small appliance;
(13) (14) Restaurant, general;
(11) (15) Retail, community;
(15) (16) Retail, neighborhood;
(44) (17) Retail, secondhand goods, provided that no secondhand or used merchandise shall be offered for sale, displayed or stored except in an antique store or as incidental to the sale of new merchandise;
(17) (18) Sewage lift or pumping station, subject to section 23-107;
(-I-8) (19) Special residential facility, type 3, subject to section 23-109;
(19) (20) Transformer substation, subject to section 23-112;
(20) (21) Veterinary services, subject to section 23-113;
(21) (22) Water or wastewater plant, local, subject to section 23-114.
(22) (23) Community assembly, subject to the supplemental regulations contained in Section 23- 95(b).
Sec. 23-50. B-3, General business district.
* * *

(b) Permitted uses. In the B-3 district, no building or struct
shall be erected, altered or used, or land or water used, in whole or in part, for other than one or more of the following specified uses:
* * *
(8) Medical office or clinic, subject to Sec. 23-101.1 and Sec. 23-104.1;
* * *
(13) Plant nursery, retail;
(14) Pharmacy, subject to Sec. 23-104.1.
(14) (15) Recreation, indoor;
(15) (16) Recreation, outdoor;
(44)117) Repair, small appliance; (17) (18) Research and development;
(1-8) (19) Restaurant, general; (19) (20) Restaurant, fast food; (40) (21) Retail, community;
6
(21) (22) Retail, general, excluding any open air sale or display of machinery, farm implements or construction equipment and provided that the sale and rental of utility trailers shall be limited to display and storage of not more than ten (10) such trailers;
(22) (23) Retail, neighborhood;
(23) (24) Retail, secondhand goods, provided that no secondhand or used merchandise shall be offered for sale, displayed or stored except within a fully enclosed building;
(24) (25) Sewage lift or pumping station, subject to section 23-107;
(25) (26) Special residential facility, type 3, subject to section 23-109;
(26) (27) Transformer substation, subject to section 23-112;
(27) (28) Vehicle and equipment repair, excluding painting and bumping or any open air sale or display of machinery, farm implements or construction equipment;
(28) (29) Veterinary services, subject to section 23-113;
(29) (30) Water or wastewater plant, local, subject to section 23-114.
(20) (31) Community assembly, subject to the supplemental regulations contained in Section 23- 95(b).
* * *
Sec. 23-56. 1-1, Light industrial district.
* * *
(c) Permitted uses. No building or structure, or part thereof, shall be erected, altered or used, or land or water used, in whole or in part, for other than one or more of the following uses:
(1) Communication tower;
(2) Building maintenance services;
(3) Building supplies, and service businesses affiliated therewith;
(4) Air conditioning, landscaping, painting, drywall, general irrigation, tile and fence contractors, and service business affiliated therewith;
(5) Light manufacturing, provided that boat building or repair shall not be located within five hundred (500) feet of any residentially zoned property;
(6) Medical or dental laboratory, subject to Sec. 23-101.1 and Sec. 23-104.1;
(7) Repair, small appliance;
(8) Research and development;
(9) Sewage lift or pumping station;
(10) Transformer substation;
(11) Utilities, major, limited to transformer and electrical switching station;
(12) Water or wastewater plant, local;
(13) Wholesale and warehousing, provided that all such activities shall occur in buildings for single use purposes not to be less than one thousand seven hundred fifty (1,750) square feet in gross floor areat, in accordance with the following:
a. Wholesale and/or warehousing of controlled substances that are identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes, as may be amended from time to time, shall only be distributed to licensed health care practitioners, pharmacists, or other persons duly licensed to purchase or receive such substances in accordance with Florida law.
b. Except as prohibited by the above, Sspecial sales, open to the public, may be allowed by special permit up to four (4) times per year to allow for the disposal of excess
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inventory by warehouses, distribution and storage buildings an showrooms, pursuant to the provisions of section 9-28 of this code.
(14) Professional office uses;
(15) Accessory commercial uses, including but not limited to, coffee shops, sandwich shops, restaurants, office supplies and equipment, and copy and printing centers ariel□pliamiaeies; provided, however, that the total area for such accessory uses may not consume more than twenty percent (20%) of the square footage of any single building within the industrial development;
* * *
Sec. 23-60. M/I, Medical/Institutional district.
* * *
(c) Permitted uses. In the M/1 district, no building or structure, or part thereof, shall be erected, altered, or used, or land or water used, in whole or in part, for other than one or more of the following uses:
(1) Hospital;
(2) Medical office or clinic, subject to Sec. 23-101.1 and Sec. 23-104.1;
(3) Medical or dental laboratory, subject to Sec. 23-101.1 and Sec. 23-104.1;
* * * Sec. 23-70. PMUD, Planned mixed-use development district.
* * *
(d) Permitted uses. In the PMUD District, no building or structure, or part thereof, shall be erected, altered, or used, or land or water used, in whole or in part, for other than one or more of the following uses:
* * * (10) Drug store/pharmacy, subject to Sec. 23-104.1;
* * * (15) Medical office or clinic, subject to Sec. 23-101.1 and Sec. 23-104.1;
Sec. 23-72. PCD, Planned commercial development district.
(a) Permitted uses. In the PCD district, no building or structure, or part thereof, shall be erected, altered, or used, or land or water used, in whole or in part, for other than one or more of the thllowing uses:
8
(7) Medical office or clinic, subject to Sec. 23-101.1 and Sec. 23-104.1;
(8) Medical or dental laboratory, subject to Sec. 23-101.1 and Sec. 23-104.1;
Section 4. City Code Amended. That Section 23-84 of Article V "Supplementary Regulations" of Chapter 23 "Zoning Districts" of the Code of Ordinances of the City of Cooper City is hereby amended to read as follows:
Sec. 23-84. Accessory uses.
* * *
(c) Office buildings. Buildings used primarily for business and professional or medical office uses may also include commercial establislu-nents providing goods and services to the patrons and employees of the principal uses, subject to the following supplementary regulations.
(1) The aggregate gross interior floor area of the accessory uses shall not exceed five (5) percent of the total gross floor area of the office park or five (5) percent of the gross floor area of the building in which the accessory uses are located.
(2) The permitted accessory uses shall include only the following:
a. newsstand,
b. florist, and/or
c. pharmacy, and
d. barbershop or beauty shop.
Section 5. City Code Amended. That Article V "Supplementary Regulations" of Chapter 23 "Zoning Districts" of the Code of Ordinances of the City of Cooper City is hereby amended to read as follows:
Sec 23-101.1. Medical offices or clinics, and medical or dental laboratories.
Medical offices or clinics, and medical or dental laboratories ("medical uses"), as defined in Section 21-8 of the Land Development Code, in whatever districts permitted herein, shall be subject to the following supplemental regulations:
(a) On-site dispensing of controlled substances identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes, as may be amended from time to time, is prohibited, unless otherwise expressluermitted as follows:
(1) A health care practitioner when administering a controlled substance directly to a patient if the amount of the controlled substance is adequate to treat the patient during that particular treatment session.
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al A pharmacist or health care practitioner when administering a controlled substance to a patient or resident receiving care at a hospital, nursing facility, institution or asylum, ambulatory surgical center, or hospice which is licensed in this state.
(3) A pharmacist or health care practitioner when administering a controlled substance to a patient or resident receiving care at an intermediate care facility for the developmentally disabled which is licensed in this state.
(4) A health care practitioner when administering a controlled substance in the emergency room of a licensed hospital.
(5) A health care practitioner when dispensing a one-time, 72-hour emergency resupply of a controlled substance to a patient.
(b) Medical offices or clinics, and medical or dental laboratories ("medical uses") shall also be subject to Sec. 23-104.1.
* * *
Sec 23-104.1. Pharmacies, medical offices or clinics, and medical or dental laboratories - location restrictions.
(a) Pharmacies.
(1) Unless approved as a conditional use pursuant to Section 23-152 of the Code of Ordinances, no pharmacy shall be permitted to locate within the same establishment, within the same shopping center, or within the same parcel of land or tract of any medical office or clinic, or any medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, Ill, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes, as may be amended from time to time.
(2) Outparcels. The location restriction of subsection (1) above shall not apply to a pharmacy which is located within an outparcel as defined in Section 21-8 of the Code, within the same shopping center, or within the same parcel of land or tract, as a medical office or clinic, or medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes, as may be amended from time to time. However, no pharmacy shall be permitted to locate within the same outparcel as any medical office or clinic, or medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes, as may be amended from time to time, unless approved as a conditional use.
(b) Medical Offices or Clinics, or Medical or Dental Laboratories.
(1) Unless approved as a conditional use pursuant to Section 23-152 of the Code of Ordinances_i no medical office or clinic, or any medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled
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substances identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes, as may be amended from time to time, shall be permitted to locate within the same establishment, within the same shopping center, or within the same parcel of land or tract of any pharmacy.
(2) Outparcels. The location restriction of subsection (1) above shall not apply to a medical office or clinic, or medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes, as may be amended from time to time, which is located within an outparcel as defined in Section 21-8 of the Code, within the same shopping center, or within the same parcel of land or tract, as a pharmacy. However, no medical office or clinic, or medical or dental laboratory, which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes, as may be amended from time to time, shall be permitted to locate within the same outparcel as a pharmacy, unless approved as a conditional use.
(c) The foregoing location restrictions shall not apply to pharmacies or medical offices or clinics, or medical or dental laboratories, for which an application for a business tax receipt has been submitted prior to the date of adoption of this Ordinance.
fd) These supplemental regulations are not to be interpreted to limit the lawfiil operation of a hospital or institution or asylum separately defined and permitted in zoning districts according to separate regulations.

* * *
Section 6. Conflicts. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with the provisions of this Ordinance are hereby repealed.
Section 7. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.
Section 8. Inclusion in the Code. That it is the intention of the City Commission of the City of Cooper City, and it is hereby ordained that the provisions of this Ordinance shall
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become and be made part of the Cooper City Code of Ordinances; that the sections of this Ordinance may be renumbered or relettered to accomplish such intention, and that the word "Ordinance" may be changed to "Section" or other appropriate word.
Section 9. Effective Date. That this Ordinance shall take effect immediately upon adoption at second reading.
PASSED AND ADOPTED on first reading this 13th day of April, 2010,
PASSED AND FINAL ADOPTION on second reading this 25th day of May, 2010.
ATTEST:
Susan Poling CITY CLERK
Debb isinger MA R
APPROVED AS TO FORM:
David Wolpin CITY ATTORNEY
ROLL CALL:
Mayor Eisinger Commissioner Mallozzi Commissioner Sims Commissioner de Jesus Commissioner Curran
12
LCOOPER CITY
Someplace Spedal
MEMORANDUNI
To: City COMMISSiall Members
From: Matt Wood, Growth 11,1anagement Director
Thru: Btuce Loucks, City Manager
Date: March 17, 2010
Re: Revision to Section 21-8 and Chapter 23 for Pharmacy uses
ANALYSIS: The City has been made aware by law eufbrcement and news reports that illegal drug use and distribution has been associated with pain management clinics -which prescribe and dispense narcotic drugs on-site. The State recently passed legislation to begin addre.ssing this concern and may propose additional legislation for a more comprehensive approach on the matter. At the October 13, 2009, City Commission meeting, the City Commission passed a moratorium on "pain management clinics" to allow review of City Code for additional regulations far medical offices and clinics which include on-site dispensing of controlled substances to address steps appropriate for municipal zoning regulation-
Cuffent City Code classifies dispensing of medication as a pharmacy under the category of neighborhood retail. Medical offices and clinics are specifically defined as a use and currently could be located in the same establishment as a pharmacy. Phamiacies are currently located in Cooper City in every type of zoning district in which they are allowed with the exception of Planned Mixed Use Development (MUD) for which the use is anticipated would be con,sklered appropriate in the Monter:la Development which has that zoning designation. Similarly, medical offi.ce and clinic uses are dispersed City-wide. There-I-bre, tire proposed change to Code does not alter the distdcts in which these uses woukl be pemtitted.
The attached draft ordinance would, however, prohibit medical offices and clinic,s from being in the same establishment as a pharmacy dispensing controlled substances. By regulating colocation of uses of specifically defined controlled subsbances, grocery stores and chain drugstores which may have convenience clinics would still be pemritted to prescribe Emd dispense medications such as for colds and the fiu. To do so the changes include:

1. Revising definitions including providing fir pharmacies se neighborhood retail
2. Providing finictional changes to the use regulation schedule and list of uses in districts
3. Adding supplemental regulation to medical office and clinic uses to restrict eo-location
4. Adding supplemental regulation to pharmacies to resnict co-location
5. Revising the I-1, Light Indusirial district to regulate phamracy wholesale and warehousing activity and eliminating pharmacy as an accessory use in ibis district, and
6. ElimiUating the provision for a pharmacy to be an accessory use in office buildings.

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MEMORANDUM □CITY COMMISSION 3123/10

REVISION TO SECTION 21-8 AND CHAPTER 23 FORPHARMACY US13S

PLANNING AND ZONING BOARD RECOMMENDATION: The PlEmning arwl Zoning BoEtrd, Ed their meeting on March 15, 2010, motioned to -table the changes to amend section 21-8 and chapter 23, of the Municipal Code of Ordinances relative pharmacies and to request that the Commission extend the moratorhun to a date that will pemik the Board to further investigate the scope of this ordinance including scheduling a workshop; and the City Attnmey providing them with similar ordinan.ces and other backgrotmd material' . Motion made by Mr. Aronson and seconded by Mr. Sands. On roll call there were five aye votes and four no vohls made by Mr. Rodriguez, Mr. Valenti, Mr. Konhauzer, and Mr. Roper. Motion was approved.

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P&Z BOARD MEETING MINUTES OF MARCH 15, 2010 □ DISCUSSION FOR POSSIBLE CHANGES TO AMEND SECTION 21-8 AND CHAPTER 23 OF THE MUNICIPAL CODE OF ORDINANCES

DRAFT

7. NEW BUSINESS:

A. DISCUSSION FOR POSSIBLE CHANGES TO AMEND SECTION 21-8 AND CHAPTER 23, OF THE MUNICIPAL CODE OF ORDINANCES RELATIVE PHARIVIACIES

Mr. Wood explained that the City has been made aware by law enforcement and news reports that illegal drug use and distribution has been associated with pain management clinics which prescribe and dispense narcotic drugs on-site. The State recently passed legislation to begin addressing this concern and may propose additional legislation for a more comprehensive approach on the matter. At the October 13, 2009, City Commission meeting, the City Commission passed a moratorium on "pain management clinics" to allow review of City Code for additional regulations for medical offices and clinics which include on-site dispensing of controlled substances to address steps appropriate for municipal zoning regulation. Current City Code classifies dispensing of medication as a pharmacy under the category of neighborhood retail. Medical offices and clinics are specifically defined as a use and currently could be located in the same establishment as a pharmacy. Pharmacies are currently located in Cooper City in every type of zoning district in which they are allowed with the exception of Plarmed Mixed Use Development (PMUD) for which the use is anticipated would be considered appropriate in the Monterra Development which has that zoning designation. Similarly, medical office and clinic uses are dispersed City-wide. Therefore, the proposed change to Code does not alter the districts in which these uses would be permitted.

Mr. Wood continued to explain that the attached draft ordinance would, however, prohibit medical offices and clinics from being in the same establishment as a pharmacy dispensing controlled substances. By regulating co-location of uses of specifically defined controlled substances, grocery stores and chain drugstores which may have convenience clinics would still be permitted to prescribe and dispense medications such as for colds and the flu. To do so the changes include:

1. Revising definitions including providing for pharmacies separate from neighborhood retail
2. Providing functional changes to the use regulation schedule and list of uses in districts
3. Adding supplemental regulation to medical office and clinic uses to restrict co-location
4. Adding supplemental regulation to pharmacies to restrict co-location

5. Revising the I-1, Light Industrial district to regulate ph
   warehousing activity and eliminating pharmacy as an accessory use in this district, and
6. Eliminating the provision for a pharmacy to be an accessory use in office buildings.

As requested by the Board at the last meeting, the City Attorney has provided additional information which is included as backup material to this report.
Mr. Wood concluded that the Planning and Zoning Board is requested to discuss and comment on the proposed Code revision. The Board's recommendation will be forwarded to the City Commission for action.
Ms. Lundgren commented that as requested at the last meeting she has provided additional information to the packets that addresses the 2009 Legislation that was passed concerning pain

management clinic regulation and it has unfortunately yet to be implemented. The 2009 Legislation did provide for registration of clinics that engage in pain management services and dispense these controlled substances on site. However, the registration requirement doesn't have any real effect with any sanctions or administrative penalties as of yet. There is rule making that has been engaged in at this time to address further regulation, but at this point there is no real stick with this legislation. Furthermore although the Legislation provided for an electronic prescription drug monitoring program that would prevent the persons from coming to these clinics, from doctor shopping from one clinic after another, that has yet to be put into effect due to the cost of this monitoring program. The Department of Health is struggling with financial cutbacks. It is expected to be another year before there is any effect monitoring program as that Legislation had contemplated. Although we are early in the Legislative Session for 2010 there have been a couple of Legislative bills proposed to address the issue that we are dealing with. One of those is going to address the pain clinic operation and management by doctors. Providing that doctors must have no history of disciplinary action if they are to open a pain management clinic and another would ban the dispensing of more than a 72 hour supply of these controlled narcotics on site at a clinic. She commented that it remains to be seen if these bills will go forward, but at this time the problem continues to spread across south Florida with very unfortunate consequence, which she asked Commander Stoner to address as well. She then commented that she has also provided a number of cities statuses relative their regulations. She added that following the distribution of this report, she mentioned that Boca Raton has passed regulations on first reading which is essentially the same this ordinance as well as Palm Beach Gardens, which is prohibiting the on-site dispensing of controlled substances. She then remarked that she had included several newspaper articles that are related to these clinics Despite all the efforts statewide at the Legislative level what Staff has presented in the form of this code change is another opportunity for them to try and get a handle on this huge issue.
Mr. Roper asked Commander Stoner if he would give the Board insight into whether we have had any problerns or are currently having any problems as it relates to this matter.
Commander Marvin Stoner, Broward Sheriff s Office introduced himself and then introduced Detective Darrin Rush, and explained that Detective Rush was one of the three main persons that are responsible for what activity they have been able to develop at the Simfa Rose Pharmacy. He held up a stack of papers and explained that everything in that stack was an arrest just at that location. He commented that he has been in this City for 25 years and he has never seen anything like this and this was just a little over a year and a half. It has gotten to the point where you have a facility probably no bigger than the inside of these table dispensing Oxycontin pills. It is strictly a cash and carry business. As a brief overview they go in there for Oxycontin. They go in there with prescriptions, which are in upwards of 250 pills in a script. He didn't know who could use 250 Oxycontin pills at any given time in your life. He said that not only are they getting the script for 250 pills, but as the Detective can explain is that many of the people they arrest already have 250, 500, 750 pills in their possession that they have shopped

other pain clinics for. Not only are they finding these people
of this drug, but they have also been in possession of marijuana, cocaine, heroine and xanax. He remarked that the biggest problems they have is what goes on once they walk out of the pharmacy. They can't even wait to get out of the parking lot to pass the pills around, to crush them and snort them, to crush them, heat them and stick them in their arms. They are finding syringes, gauze and everything else

around there. The service stations and all of the other establishments nearby have a been putting up signs to indicate don't use the bathrooms and they aren't going to let them in for the simple reason is that once they get in there they are out of sight and want to ingest their drugs. They go into these places to sit down and wait because their prescriptions aren't going to be filled immediately and there are so many people there that the business is heavy. During the time these people are in the parking lot, they have had them for disorderly conduct, urinating in public, banging on doors trying to get into other establishments and even trying to get inside the pharmacy when they are closed and signs up that say they are closed, but they can't wait. Many of these people are in the parking lot because they have no place to go because they are not Cooper City residents. Better than three fourths of them from out of not only the County, but out of State. We are known as the pill mill factory in the Country. They are coming down from Kentucky, Tennessee, Georgia and it has gotten to the point now where they know our deputies are in the parking lot, they will stop on their way in Orlando just to rent a car with State tags on it so that they are not as obvious. He passed around some photos to the Board. He commented that not only do they get the violations for narcotics, but they have traffic violations and suspended licenses, stolen invalid tags, and stolen cars. They have people they have an-ested for loitering, because they are hanging around waiting. They have arrested those for violation of probation, and that violation of probation generally has to do with drugs, burglary, robbery and it has to do with assaults. These are the type of people that are coming into our neighborhoods. They have had one armed robbery at this facility and that is because it is full of drugs and it's full of cash. This is a cash and carry business only. He remarked that when we talk about the individuals that have come into this location, some of the people they have stopped and some of the equipment they carry with them and he showed a photo.

Ms. McCoy interjected that she would like to know where this facility is located.

Commander Stoner responded that this facility is located in The Center, which is on Stirling Road and Palm Avenue.

Mr. Aronson asked if this was a co-location issue.

Commander Stoner responded no, they only distribute and don't prescribe.

Mr. Aronson commented that the ordinance they are trying to pass is an ordinance that prevents the co-location of a pain clinic with a pharmacy, so the ordinance they are looking at tonight would not affect this kind of operation or would it.

Commander Stoner responded that in a manner of speaking, no, but the problem is that this gentleman wants to move to a bigger location.

Mr. Aronson didn't doubt anything Commander Stoner was saying, but was simply questioning whether the type of ordinance the Board is seeking to pass would have the affect of preventing or restricting this type of operation. He was not sure that was going to happen.

Commander Stoner remarked that this operation is here right now and is a pharmacy. Take this operation and add a pain clinic to it that wants to come into the City, double it, triple it, and

quadruple it. Now you have maybe an 800 square foot facility doing one thing, dealing out prescription medicine with a prescription. Now put the pain clinic next to it and put the pill mill within it and the amount of people that will be there. What you see right here will be what you see there. Everything will not be in one location. They will be there for a longer period of time. They will come and see their doctor, they will get their MRI, and they will wait and wait until they get

their pills and leave. He pointed out the locations that this itself. Down the street you have a high school, around the comer you have a middle school, and right next to it you have a Temple. Behind it you have a church. Going in the other direction on the west side of SW 100th Avenue, you have a Dairy Queen, a Wendy's and a sub shop. Every day kids walk through here. The same thing will happen no matter where in this City you put the next step up which would be a pain clinic. Maybe there isn't a lot they can do with this place, he didn't know, except what they are trying to do with it, but you can stop what is going to happen next. That would be the biggest thing this Board could do by putting this ordinance forth tonight. He remarked that this isn't over and until the Florida Legislature does something with it, this will continue. These places are all over Davie and everyplace else and now they are trying to come into Cooper City. He mentioned there is space for them in some of our shopping centers and all they have to do is come in and set up and you would have exactly what this is many times over.

MOTION: TO APPROVE FOR DISCUSSION CHANGES TO AMEND SECTION 21-8 AND CHAPTER 23, OF THE MUNICIPAL CODE OF ORDINANCES RELATIVE PHARMACIES. MOTION MADE BY MR. SANDS AND SECONDED BY MS. SORI. Motion was approved by voice vote.

Ms. Sori commented that she would approve this tonight because the Commander thinks it's necessary for our health, welfare and safety. She then asked what happens with legitimate pain clinics. Wouldn't everything be solved if this was done on a State level instead of going city by city that the State bans these types of pain clinics? She wanted to know if on the State level or the County level that only doctors within their doctor offices can prescribe these pills or drugs that the people would not go to these pain clinics for their prescriptions, but would have to go to their doctors. There are certain aspects of the proposal coming from Tallahassee saying only prescribing a 72 hour supply of these drugs and cancer patients need a lot more than a 72 hour supply. There has to be exceptions to all of this. She wants to know what happens if a legitimate pain clinic comes into our City and what they can do about it.

Mr. Konhauzer remarked that they discussed this a couple of weeks ago and since then every paper he read had exactly what everyone was discussing and he was shocked and felt uncomfortable they didn't pass it at their last meeting and thanked Staff and Commander Stoner for bringing this to the Board's attention.

Mr. Valenti commented that he has missed the last 2 meetings and will pass this. He remarked that what bothers him is listening to Commander Stoner and asked what they can do with the doctors that prescribe these pills. Not just a script, but 250 pills and who in their right mind would use that many pills. He mentioned that he does get some samples from his doctor because Medicare doesn't everything the doctor wants him to take, but even at that he doesn't get 200, but maybe a week or two supply. Isn't there some agency or the State that can go after these

doctors who write these prescriptions? They are walking in with legitimate prescriptions to get these mega pills and what happens there.

Ms. Keirnan commented that a lot of these prescriptions are not legitimate and are fraudulent. She mentioned that she used to be a police officer and worked a lot of fraud cases where they have fraudulent scripts and have worked on suicides where they have overdosed an Oxycontin. She said they have hundreds and hundreds of these pills. So the Board can understand how strong on Oxycontin pill is, she explained that one 80mg crushed up is the equivalent to 16 Percocets, just one of these pills and this is what these people are taking. She commended BSO and knows they are on top of these people hardcore, because she has seen them in the past two weeks at least 6 or 7 times. She remarked that it does draw so much crime and asked if the pharmacy has been burglarized yet. She explained they had a pain clinic open in Plantation. Just inside of two months they had a robbery in the plaza behind it, they had people calling all the time about everybody hanging in the parking lot and scaring them. She mentioned that it is also taxing on the police. It took hours and hours of time to do the paperwork and it will get out of control if more of these move in.

Ms. McCoy commented that with a traditional nationally branded pharmacy are they going to be allowed to have an in-office clinic and be able to write their scripts and is this included in this ordinance.

Ms. Lundgren responded yes and the distinction is that the CVS ix and maybe some other grocery stores also do in-store clinics, but they are staffed by nurse practitioners who are not authorized under Florida Law to prescribe controlled substances. Those urgent care clinics would not be affected by this.

Mr. Aronson wanted to know if there was a definition in the draft ordinance of healthcare practitioner and then asked if a healthcare practitioner was a medical doctor or is it something else less than that. He said that it is referred to healthcare practitioner in the ordinance that a pharmacist or healthcare practitioner would administrate. If a healthcare practitioner was a medical doctor then they should be careful if they are seeking to regulate medical doctors who are regulated by a far different set of guidelines than municipal ordinances. They need to make sure that they are sticking within the municipal code and zoning code that they are confined by. He then referred to page 4 of the proposed ordinance and what is retail neighborhood and then talks about an establishment not exceeding...but he remarked that he was not making the connection as to what the term retail neighborhood means when be reads the definition. He then referred to the work "establishment" and this ordinance is trying to deal with co-location and didn't know if establishment was defined either. He explained that his problem with what they are trying to do is that he believes that what Commander Stoner and the material he has read is that there is a legitimate problem and he believes they need to do something to regulate it. What he fails to see is that how this ordinance solves the problem, because if what is suggested is that pharmacies need to be better regulated from a zoning standpoint, then he could live with the fact that they don't want pharmacies in office buildings because a pharmacy is a retail use and that makes sense to him. But, if what they are tying to do is limit this co-location because they don't want pain clinics dispensing dnigs as a pharmacy, then these guys will be smart and rent suite 3A and 2B and will have their pharmacy in one and their pain clinic in the other and you would walk

across the hall to get their drugs. He did not believe this ordinance is going to solve the problem. He expressed his concern that legitimate doctors and Mr. Sands gave the example at the last meeting that the pediatrician that dispenses Adderal I is dispensing a regulated drug and he didn't think that was what they were intending to do either. He expressed concerned that they were trying to solve something in a way that they are not solving it. He commented that he was uncomfortable passing an ordinance telling a medical doctor that he can only give a patient a 72 hour supply of some sort of medication. He commented that he has back problems and if his doctor was willing to give him a weeks worth of free samples he would give him a hug and there are a lot of people who need these drugs and there is a healthcare problem and if doctors can solve that problem for patients, he thought they should. He commented that they shouldn't be regulating doctors and should only be regulating uses. That is what the zoning code is for. He was sure there is other governing bodies that can do this far better than they can. He agreed they need to do something, but didn't think this was going to solve the problem.

Ms. Lundgren commented that healthcare practitioner dove-tails with the State Statute that was passed last year that requires the monitoring of the dispensing program. Under the State law a healthcare practitioner can administer certain types of controlled substances perhaps like the epidural drip that they can do.

Mr. Aronson interjected that this was other than a medical doctor.

Ms. Lundgren remarked that was right and would be like a nurse who has the ability to give like an epidural shot whereas a nurse cannot prescribe, but they could give....

Mr. Aronson interjected that a nurse is a healthcare practitioner, but they cannot write prescriptions for Oxycontin.

Ms. Lundgren responded no they cannot, but that wording you were looking at deals with the administration directly to a patient and wanted to keep that wording broad with the term healthcare practitioner because it dove-tails with the State Statutes.

Mr. Aronson then wanted to know if that would apply to a doctor.

Ms. Lundgren responded that it does apply to a doctor because healthcare practitioner and is inclusive. The point of the on-site dispensing regulation.....
Mr. Aronson interjected that he didn't think that a zoning ordinance should regulate the way the doctor operates his medical practice. He remarked that they were limited to the uses you could put to a particular premises.
Mr. Markley commented that this proposed code change is not an attempt to regulate how medical practitioners are licensed. It does not attempt to change their abilities and that would still be through their regulatory agencies. Any local business tax receipt that comes in when it is a medical use they provide their license from the respective regulation agency. He commented that we do not attempt to change anything with that. This is just recognizing within their use.

Mr. Aronson interjected that he was not talking about licensing, but was talking about the doctor doing his job. In Section 23-110 tells the doctor what he can and cannot do in terms of prescribing treatment to his patient.
Ms. Lundgren responded that she would have to correct Mr. Aronson on that because they are not regulating what he prescribes. He can prescribe all day long, he just can't dispense at that location and that is where the land use issue comes in when you have a conflict with a doctor who is prescribing and dispensing onsite. This is a huge financial benefit to these establishments and that is where this has skyrocketed into such a huge problem with people paying cash, getting their prescription, getting their dispensation of a huge amount of drugs.
Mr. Aronson remarked that he understands that, but he believes if what they are concerned about is you don't want this co-location and the way we regulate it is that we say a medical office, because the locations of the medical offices is in the zoning location, cannot have a retail operation out of it, which would be a pharmacy, he could live with that. However, we cannot tell a doctor that he cannot give his patients drugs. The doctor makes that decision and he believed that they are going beyond what they have the ability to regulate. He is not saying that this is not a problem, but didn't know if they were going about it in the most efficient way.
Ms. Lundgren responded that she understands and goes back to the first question that was asked and which is this is the most efficient way to regulate this issue and wouldn't they be better if the State was addressing this and regulating this. Why are we in the position of doing this at the local level through our zoning code and it does seem odd and she understands that. It is because of the State of Florida's lack of regulation in this area that has put us in this situation where we are fighting to deal with it at the local ordinance level. As other cities have put these regulations into place, we would be the one without a mechanism to address these onsite dispensing clinics with the problems that are associated with them. From her perspective, she remarked that is the land use issue and when you have one of these onsite dispensing clinics and next to it you have the family dry-cleaner, and family businesses in the same plaza and people have to lock their doors like Commander Stoner was saying. The businesses can't let anyone use their bathrooms arid people are afraid to come to our commercial areas and frequent our plazas because of these kinds of businesses. It will hurt the local economy and that's the land use side that this is addressing.
Mr. Aronson commented that maybe he was not understanding the ordinance because this doesn't regulate a pain clinic which doesn't have a pharmacy. So, if he was a doctor he could open up a pain clinic down the street at whatever retail center.
Nis. Lundgren responded that is correct, but when you read about these issues you will see that there are very few of the clinics that are just prescribing. They are dispensing onsite because that is the most lucrative way for them to
Mr. Aronson again interjected that if he couldn't dispense on site, so what he would do is rent a space over here and then 3 or 4 bays down if he was permitted in the zoning district to open a pharmacy then you cannot prevent a company that he owns separately from opening a pharmacy.

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Ms. Lundgren responded that's true if its assessment establishment...
Mr. Aronson asked what the definition of establishment is and that was one of his questions. He explained that he was not trying to argue, but that he was a business lawyer, but the wheels start turning when someone comes to him says this is my problem and how do you get me to legally operate. He remarked that he open Dr. Smith's pain center and down the street you open some pharmacy under a different name, which is owned by the same entity and all he would have to say is that there is a pharmacy down the street where you can go and get the prescription filled right now. Then you didn't solve the problern because if that's not co-location then we are wasting our time. We would not have helped ourselves.
Mr. Konhauzer asked why we can't change the wording to incorporate that so that we are all encompassing.
Mr. Aronson responded that he didn't think you could.
Ms. Sori remarked that you could change the wording on medical practitioner. No doctor wants to be called a medical practitioner they want to be called medical doctor.
Mr. Aronson commented that was where we get beyond our level of regulations. There has got to be a better way to get to these people. He didn't think they were accomplishing it and all they would be doing is to create is a small hurtle and they are going to jump it really quick. He wants to know the better way to deal with them.
Ms. Lundgren remarked that there would be some support for a change that would clearly explain definition of establishment for purposes of this ordinance because it was her understanding in talking with Staff is that we have administrative policy of the establishment being.....
Mr. Markley responded that this Board has already addressed and that is already a precedence set. Establishment has been determined in the City. The most recent case that some of the Board may remember was particularly on signage as to what an establishment is as far as you may have one bay that has multiple local business tax receipts, but you have to go outside in another door that would create another establishment. He expressed that he would impress heavily on the Board that this is one tool and by no means meant to be the solution to the various challenges. There are other law enforcement actions that are being pursued and there are some State actions that some of our elected officials and some of them have talked to the State Legislature to impress upon them the urgency, so this is just the one part that would be the Planning and Zoning part that this Board and the City could do as a municipal part of the solution.
Mr. Sands asked Commander Stoner that if the Board adopted this ordinance how it was going to help them enforce the laws to keep this from coming into Cooper City. He wanted to know what this code change would do to help law enforcement.
Commander Stoner responded that the way he has interpreted this is that by giving them the ability not to have these clinics operate within our City and with pharmacies down the road,

whether we can do anything with what we have right now or not, he wasn't sure other than what they are already doing now and they will continue to do that. The idea is how we better align ourselves in the future so that we don't continue to have this problem. He said that was the really best overall broad answer as to what they are trying to do or the attorney's and what Planning and Zoning are trying to put together.
Mr. Sands commented that he heard last week that this was a major issue in Cooper City and then he started hearing arrest reports and he asked if it was a pain clinic and was told that it was not a pain clinic and that it's a pharmacy. So when they were told at the last meeting that there were no pain clinics in Cooper City, it's true, but we have a pharmacy problem right now. He expressed his concern about what they are doing is that law enforcement is doing everything they can do in trying to come up with creative solutions to this. We all know the criminals are smart. They keep figuring out another way around it and it has already been stated that they are going to figure out a way around the code. If we separate the emotional issue and the fact that this is a serious problem down here, a serious

legal issue and these people shouldn't be in our City and he a
He commented that if we adopt this code, they would seriously restrict for instance a pediatrician who wants to distribute Adderall, so that its available for a parent who doesn't have to take that prescription and go to Walgreen's, code is going to tell that doctor that you can't do that because they are being included in this ordinance. He expressed his personal opinion that he agreed with everyone that something needs to be done about this, but he agreed with Mr. Aronson in that he didn't know that this ordinance was it. He stressed that there is a law enforcement issue and a code enforcement issue and he was concerned about the restrictiveness on the good doctors, like a pediatrician. If a Pediatric Associates wanted to come into Cooper City and they wanted to have their own pharniacy they couldn't dispense Adderall on the premises under this ordinance. He said that Pediatric Associates is a big organization and would be very careful about how they are distributing this and would not be a pain clinic that is going to be an irresponsible pharmacy. This is where his concern is at with the code.
Mr. Roper commented that pain medicine is a problem not only in Cooper City, Broward County, but nationwide and he didn't know if there any one thing that they can do. He thought they what they are doing to trying to do something that would possibly deter something that could happen in the future. Yes, there would probably be some doctors that will be upset because they are not going to be able to give out more than 72 hours worth of medicine. He didn't think they were here to make every doctor happy. He thought they were here to look at what they can do to help the many families and children who are on these drugs and they do it daily. He remarked that he has a 45 year old son that is a drug addict. He remarked that anything they can do to deter and possibly help law enforcement then he thought they were doing a great job.
Ms. Sori wanted to know if there was any chance they can delay this to one more meeting until Mr. Aronson's and Mr. Sand's concerns are addressed. They should not be regulating doctors. However, they do need to do something and agreed with Mr. Roper and any little thing they can do to help keep these people out of here so much the better. She remarked that they cannot tell doctors they can't prescribe drugs. Even if they have to get so specific in this ordinance that they say pain medication, or controlled narcotic substances and give examples of what the substances are, but you can't tell a doctor they can't give a patient medication for more than 72 hours of

drugs. She explained that when her children were sick their doctor would give her the entire prescription. You can't stop doctors from doing that, so maybe they need to rewrite and tighten the ordinance so it meets what they are trying to do.
Mr. Konhauzer commented that he agrees with everything that has been said tonight, except the 72 hours. He explained that he just watched his mother-in-law go through 8 months of horror with cancer throughout her body and watched her in horrendous pain. He remarked that 72 hours wouldn't handle it. She was given liquid morphine, oxycodone and other types of drugs through an Oncologist who prescribed medication. A person that is 70 or 80 years old is not going to be able to get their prescriptions re-filled every four days. These are long term ailments and are not a week. Something needs to be put in this ordinance that needs to protect that, in his opinion.
Mr. Rodriguez asked when the moratorium that is in effect now expires.
Ms. Lundgren responded that the moratorium expires on April 13th, and that is why they are seeking a recommendation tonight on this ordinance. She commented that she was willing to get recommendations from the Board on changing this language, striking and/or opening up and extending that 72 hour period within this exception would certainly get recommendations tonight. Again, this is for a dispensing restriction and not a prescribing restriction. That is certainly something that is within the Board's ability to recorrnnend as a change to these proposed regulations to extend that 72 hour period.
Mr. Rodriguez then asked what prevents the City from extending the moratorium.
Ms. Lundgren responded that the City could extend the moratorium up to three months, which is the limit under the moratorium ordinance.
Mr. Rodriguez asked how indefinite is that and can they keep re-extending?

Ms. Lundgren responded that it is important that it be moved a
standpoint in order to preserve the integrity of the regulation. They had had six months and it has taken a good deal of time for them and for Staff to research and prepare these regulations and that is culminating what is before the Board. That is why it is recommended they should move forward with a vote for some sort of recommendation for changes to the extent that you want to see some changes made for the Commission.
Mr. Roper commented they can prescribe medicine for more than 72 hours, but they cannot give out more than 72 hours worth of pain medicine out of their office, but they can prescribe...
Mr. Konhauzer interjected that a pharmacy can give 75 Oxycodone pills if it was prescribed. Several Board members said yes a pharmacy can fill a prescription for that.
Mr. Rodriguez commented that anything that gives BSO another tool, because that is all that this is and it is by far not what is going to solve this. He was in favor of and thought that any issues

that come up they can always amend the ordinance or provide variances if it is a specific Pediatric Associates that comes in. That is not what this is for and didn't think they would get hurt by this.
Mr. Valenti asked Commander Stoner what is the basic problem with the pain clinic and is it a person that goes in there for a prescription for 250 pills and are the legitimate people that go to pain clinics and get a prescription that they just left their doctor for and does that happen.
Commander Stoner responded that he was not all that familiar with the clientele, except for the ones that he has seen and the ones that go in. These are the ones that are going in with the idea of picking up 250 pills and going back to their home State and then selling those pills.
Mr. Valenti agreed with Commander Stoner, but remarked there seems to be two issues. He didn't know of a doctor that would prescribe medicine for 250 pills or 150 pills. He commented that he may get 30 days if he gets that. He stated that he was still in favor of this ordinance because it is a tool that law enforcement can use and if it helps 5% which is better than what they have now.
Ms. McCoy commented that the problem she has with this ordinance even though she realizes the need for it just like everyone else, but it comes down to the zoning aspect of it and thinks it needs to be tightened versus permitted uses versus non-permitted uses in each one of the zoning areas. She thought that it gets all clouded up with other stuff that is in here when really from a zoning perspective and in the office category it is not a permitted use any longer. If you don't want to have a retail pharmacy in an office industrial park it is no longer a permitted use and they would eliminate the use. It doesn't matter who wants to put in an office; they would not be 2 or 3 stores down or offices down from the offender. With regard to the moratorium, she looked at all the other cities that have gone for a year under a moratorium and a lot of them haven't come back with their plans. She commented that she would like to see what the actual ordinances look like for Dania Beach and Coconut Creek and for Delray Beach. She remarked that they don't have those ordinances in front of them to judge. She referred to the definition of prescribe and believed that, not with standing that they shouldn't be regulating doctors with zoning code, but if they are going to refer to whoever is going to be dispensing there has to be a legal definition and it should either a medical doctor, a nurse practitioner, a physicians assistant, but in that respect that it is someone that can distribute those type of prescriptions for those classes of drugs. She then referred to the mentioning of the establishment and although that establishment might be a definition in the code which has quite an exhaustive list of definitions and again, she thought they were coming back to permitted uses and as a zoning Board and the permitted uses to her should be more of a factor than the overwhelming concern there are bad guys in our community and we need to stop more of them from getting here. She remarked that she agreed with Mr. Aronson's perception of zoning.
Mr. Aronson remarked that he disagrees that if they pass this they give BSO any weapons and thought they would give them a gun without any bullets. He commented

that if you read the ordinance carefully, not from a law enfor
fi.om a legal and zoning view, the Board didn't help them. He commented that he wants to help them, but this ordinance doesn't help them. In regard to all of these classified drugs are not pain dnigs. Many of these classified

thugs are other types of drugs. He expressed his concern about hamstringing legitimate doctors. He recommended that the Board table anything else.
MOTION: TO REQUEST THE COMMISSION TO EXTEND THE MORATORIUM FOR AT LEAST 90 DAYS, WHICH WILL GIVE THE P&Z BOARD AN OPPORTUNITY TO FURTHER LOOK AT THIS ORDINANCE AND TO ALSO SEE WHAT THE STATE LEGISLATURE DOES. MOTION MADE BY MR. ARONSON AND SECONDED BY MR. SANDS FOR DISCUSSION.
Ms. Sori remarked that would give them additional time.
Ms. Lundgren commented that the session usually wraps up in May or June so it could well extend.
Ms. Sori explained that she spoke to one of our State Congressman on another issue and he told her the session was from March until the beginning of May.
Ms. Lundgren asked the Board for anything they could recommend that can be included in this ordinance and move it forward. She recommended the Board move it forward.
Ms. Sori wanted to know how they could do that when the Commission has already put it on their agenda for March 2311. They put it on so fast they didn't give them time to really digest all of this.
Mr. Aronson remarked that Commission could pass this without their approval.
Ms. Lundgren interjected that there should be vote of a yes or no on the recommendation.
Mr. Roper reminded that Board there was a motion on the floor. He then commented that he thought everyone has given a lot of good points for them to look at. He also thought that this was a very hard package to put together relative terminology, etc. that will make everyone happy. He thought that people were also looking at this from a standpoint that what can they do to help law enforcement also and he didn't know if the Board thinks that this is every thing they could do and maybe there are some other things. Maybe this is something the Commission may want to workshop with the Planning & Zoning Board with law enforcement in and sit down and discuss this to a point that they would feel they have something that is meaningful that more people would be able to approve.
MOTION AMENDED: TO TABLE TO A FUTURE DATE. MOTION MADE BY MR. ARONSON AND SECONDED BY MR. SANDS FOR DISCUSSION.
Mr. Rodriguez commented that he was in favor for an additional moratorium and thought that was what Mr. Aronson's motion was.
Mr. Aronson responded that was what he wanted to do, but was told that they have to act on this ordinance and his action was to table this.

Ms. Sori wanted to know where it was written they have to act on this now.
Mr. Roper suggested that they can table this and then make a separate motion to ask that the Commission consider extending the moratorium with the possibility of having a workshop that would involve both Planning & Zoning and the Commission.
Mr. Konhauzer commented that he personally thinks they are sending the wrong issue and suggested that if they want to table this they should say why they want to table this.
Mr. Roper thought that when the Commission reads the minutes it would be quite apparent.
Mr. Aronson commented that he would re-word the motion and that he didn't like a lot of topics in one motion.
Ms. Lundgren requested that the motion was tabled to a date certain for re-advertisement.
MOTION AMENDED: TO TABLE THIS MOTION TO A DATE THAT IS CO-TERMINUS WITH THE DATE THE COMMISSION EXTENDS THE MORATORIUM. MOTION MADE BY MR. ARONSON FOR DISCUSSION.
Mr. Aronson responded no, and that he believes that this Board wants to table this and ask the Commission to extend the moratorium in order that this Board can

further look at this including having a workshop meeting sched a date certain he would not know what that date would be. He also commented that he didn't understand the critical nature of a date certain that he would have to pick out of the air. He then commented that he to wants to pass something that was relevant and helpful and didn't think they were trying to be obstructive here.
Mr. Konhauzer wants to know what is relevant that they can't give to the Commission.
Mr. Roper explained that in Mr. Woods's presentation to the Commission he puts in comments and would put in some of the Planning & Zoning concerns and asked Mr. Wood how he does it.
Mr. Wood responded that what he normally does is to put the motion in his Staff Report and refers to the minutes to reflect the comments made by the Board.
Mr. Roper then asked Mr. Wood if the Commission asked him that he would give them a recap from the minutes.
Mr. Wood responded that was correct.
Mr. Roper asked Mr. Wood to give the Commission a recap prior to the time that it goes to Commission.
MOTION AMENDED AGAIN: TO TABLE AND REQUEST THAT THE COMMISSION EXTEND THE MORITORIUM l'O A DATE THAT WILL PERMIT THE PLANNING & ZONING BOARD TO FURTHER INVESTIGATE THE SCOPE OF THIS ORDINANCE
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P&Z BOARD MEETING MINUTES OF MARCH 15, 2010 □ DISCUSSION FOR POSSIBLE CHANGES TO AMEND SECTION 21-8 AND CHAPTER 23 OF THE MUNICIPAL CODE OF ORDINANCES
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INCLUDING SCHEDULING A WORKSHOP, STAFF PROVIDING THEM WITH SIMILAR ORDINANCES AND OTHER BACKGROUND MATERIAL THAT ENABLE THEM TO MAKE A REASONABLE DECISION. MOTION MADE BY MR. ARONSON AND SECONDED BY MR. SANDS FOR DISCUSION.
Mr. Roper mentioned that they have requested that Mr. Wood to look at the minutes and put down the concerns and give that specifically to the Commission in their backup material in which this item will be on the agenda. They will have this in their backup and will be able to look at it and make a determination.
MOTION: TO TABLE CHANGES TO AMEND SECTION 21-8 AND CHAPTER 23, OF THE MUNICIPAL CODE OF ORDINANCES RELATIVE PHARMACIES AND TO REQUEST THAT THE COMMISSION EXTEND THE MORATORIUM TO A DATE THAT WILL PERMIT THE BOARD TO FURTHER INVESTIGATE THE SCOPE OF THIS ORDINANCE INCLUDING SCHEDULING A WORKSHOP; AND BEING PROVIDED WITH SIMILAR ORDINANCES AND OTHER BACKGROUND MATERIAL. MOTION MADE BY MR. ARONSON AND SECONDED BY MR. SANDS. On roll call there were five aye votes and four no votes made by Mr. Rodriguez, Mr. Valenti, Mr. Konhauzer, and Mr. Roper. Motion was approved.
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P82 BOARD MEETING MINUTES OF MARCH 1, 2010 - DISCUSSION FOR POSSIBLE CHANGES TO AMEND SECTION 21-8 AND CHAPTER 23, OF THE MUNICIPAL OCDE OF ORDINANCES REATIVE PHARMACIES
7. NEW BUSINESS:
A. DISCUSSION FOR POSSIBLE CHANGES TO AMEND SECTION 21-8 AND CHAPTER 23, OF THE MUNICIPAL CODE OF ORDINANCES RELATIVE PHARMACIES
Mr. Wood explained that the City has been made aware by law enforcement and news reports that illegal drug use and distribution has been associated with pain management clinics which prescribe and dispense narcotic drugs on-site. The State recently passed legislation to begin addressing this concern and may propose additional legislation for a more comprehensive approach on the matter. At the October 13, 2009, City Commission meeting, the City Commission passed a moratorium on "pain management clinics" to allow review of City Code for additional regulations for medical offices and clinics which include on-site dispensing of controlled substances to address steps appropriate for rnunicipal zoning regulation.
Cuirent City Code classifies dispensing of medication as a pharmacy under the category of neighborhood retail. Medical offices and clinics are specifically defined as a use and currently could be located in the same establishment as a pharmacy. Pharmacies are currently located in Cooper City in every type of zoning district in which they are allowed with the exception of Planned Mixed Use Development (PMUD) for which the use is anticipated would be considered appropriate in the Monterra Development which has that zoning designation. Similarly, medical

office and clinic uses are dispersed City-wide. Therefore, the
Code does not alter the districts in which these uses would be permitted.
The attached proposed Code change would, however, prohibit medical offices and clinics from being in the same establishment as a pharmacy dispensing controlled substances. By regulating co-location of uses of specifically defined controlled substances, grocery stores and chain drugstores which may have convenience clinics would still be permitted to prescribe and dispense-medications such as for colds and the flu. To do so the changes include:

1. Revising definitions including providing for pharmacies separate from neighborhood retail
2. Providing functional changes to the use regulation schedule and list of uses in districts
3. Adding supplemental regulation to medical office and clinic uses to restrict co-location
4. Adding supplemental regulation to pharmacies to restrict co-location
5. Revising the I-1, Light Industrial district to regulate pharmacy wholesale and warehousing activity and eliminating pharmacy as an accessory use in this district, and
6. Eliminating the provision for a pharmacy to be an accessory use in office buildings.

Mr. Wood concluded that the Planning and Zoning Board is requested to discuss and comment on the proposed Code revision. The Board's recommendation will be forwarded to the City Commission for action.
MOTION: FOR DISCUSSION MADE BY MR. SANDS AND SECONDED BY MR. KONHAUZER.
Mr. Sands wanted to know if the new code would prevent a medical office from having any type of a pharmacy. He mentioned that he has several children that are in his pre-school who are on Adderall and their doctors have pharmacies in their office. Adderall would be considered a narcotic, but for the parents they have to write a prescription and go somewhere, because that is a narcotic. For ease and convenience a lot of these particular physicians have pharmacies in their

offices to fill those prescriptions. He thought this was more of a legal issue more than a code enforcement issue and thought that changing the code on this would provide temporary relief, but no permanent solutions. He wanted to know if a medical office Or pediatrician's office who wants to do that and would we prevent them from offering that convenience (dispensing narcotic drugs) with this new code.
Mr. Wood responded yes and the limitation would be on the controlled substances or regulated drugs.
Ms. Lundgren referred to page 3, paragraph 1, last page; she explained that it prohibits on-site dispensing of identified controlled substances identified by certain sections of the Florida Statutes. She said Adderall is included as a controlled substance in those Statutory sections. She remarked that she hasn't looked at that specific issue, but believed that it is a restricted controlled substance then that would be the effect of this ordinance.
Mr. Aronson commented that like a dermatologist who customarily has a pharmacy and prescribes various dermatological products would not be restricted.
Mr. Markley remarked that as a point of clarification, the City is not aware of any current medical offices which have a local business tax receipt for a pharmacy. He was not aware of any doctor's offices that were perforrning that type of function.
Mr. Sands remarked that we are writing code not just for the present, but for the future. The issue is that if someone does decide to come in town such as a Pediatric office, he asked if we were throwing the baby out with the bath water because we have some pain clinics that are abusing this and this is a legal issue and not so much a code enforcement issue. Is this more of a legal enforcement issue, and referred to the Staff Report that started out that they have been made aware of news reports and by the police department. He said that his question is it best solved by them redoing the code or by re-upping what the law enforcement as opposed to code enforcement.
Ms. Sori commented that many physicians give out sa.mples including narcotic samples and what are you going to do about that. Nothing has been addressed to that issue. Many, many physicians give out samples.

Ms. Lundgren again referred to the 3rd page under sub-section several exemptions from the prohibition on on-site dispensing a.nd one of those is administering a controlled substance directly to a patient if the amount of the controlled substance is adequate and is not more than necessary to treat the patient during that particular treatment session or there is a one time emergency re-supply exemption.
Ms. Sori remarked that if a doctor has a patient who can't afford something they will give them bulk samples.
Ms. McCoy agreed with Ms. Sori and remarked that she has a doctor in Pembroke Pines who gave her 5 weeks of a controlled substance and she didn't turn it down, because it is expensive. She referred to Stirling Palm Plaza which is basically an office building and medical building there is a pharmacy in that center and do we consider that type of use in that office center and

would that be prohibited, because it is an office building and would it fall under the permitted accessory uses and pharmacy has been deleted, which is under section 23-84(c) office buildings, item 2.
Mr. Markley responded that Section 23-84 is to particular accessory uses that are someone has a primary use and wanted in addition to that primary use have an accessory use as one of those four items. 'This would limit the number of accessory, secondary uses to three. Pharmacy would remain a permitted use as a primary use in that zoning district.
Ms. McCoy remarked that she was meeting with the owner's son of that center relative her professional business and she said that he had made a comment to her about Cooper City and about how that pharmacist was being harassed and asked if we have gone after that particular pharmacist.
Mr. Wood responded that he was not able to answer specific enforcement questions tonight.
Mr. Rodriguez wanted to know how many of these pain clinic facilities exist today that they would be regulating and does this code change affect them?
Mr. Wood responded that as far as we know there are none in Cooper City.
Mr. Aronson commented that he agreed with what Mr. Sands said and thought that one of the ways to proceed is as a Board if they are going to lean toward the view that Mr. Sands took, we may not need to discuss all this. He expressed that he felt he needed more insight as to why this is coming up. He thought that it seems a bit of an over reaction to a problem we don't have. It is a problem that may be somewhere in some communities, but not ours.
Ms. Lundgren explained that the issue that has prompted this code change is the proliferation of the so called pain management clinics all over Broward County. This has been coming up in numerous local governments and there have been a lot of very negative activities and effects that are associated with these clinics. Essentially what has been occurring is there are clinics that are licensed to dispense on-site these controlled substances and under Florida law it is very lenient as to the amount that can be distributed and who can be prescribed these drugs. There is no method to screen the patients who come in and claim pain and then receive medication. They can go from doctor to doctor throughout Broward County and rack up huge amounts of drugs and there has been a lot of reports and news accounts of this even extending to folks fi-om out of State like Kentucky and West Virginia who come down and they doctor shop for loads of narcotics and they take them back to their home state and purvey them in the drug market.
Mr. Aronson remarked that he understands the proliferation of these clinics, but wasn't suggesting that most of them were bad, however based on that explanation this seems more of State issue than a municipal issue. He explained that recently his wife went to a pain doctor, but that doctor doesn't dispense any narcotics at all. His wife gets epidurals and goes to a pharmacy for medication. He asked if there was a difference of a doctor at a pain clinic who prescribes a prescription that he fills at his own pharmacy versus giving someone a prescription that he fills at Walgreens or CVS. A doctor having his own pharmacy is not relevant to this issue. They are talking about something very specific that is a perceived problem about pain clinics and they are

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trying to solve it for our 8 square mile City and he didn't think that this is the way that problem gets solved.
Mr. Roper commented that many cities have passed similar legislation already. He asked Ms. Lundgren if she knew who some of those cities are and whether it is very similar in nature as to what they are discussing now.
Ms. Lundgren responded yes, and the first City that has addressed this that was having a huge problem with the pain clinics coming in and as a client of her firm is Dania Beach. They passed an ordinance last year and several other cities quickly followed that and enacted very similar regulations. She mentioned Oakland Park and Coconut Creek who have both passed moratoria and if they haven't yet adopted similar ordinances they have these exact same concepts before their Commission and are in the process of doing so. She mentioned there has also been an effort within Broward County and the County Commission has been in the process of putting this into place. She also mentioned that outside of Broward, West Palm Beach and Palm Beach County, Boca Raton have been in consideration of these regulations as well. It is really a multicounty effort at this point because there has been such a clear identification of these huge issues and the criminal effects that are creating a big problem for the adjacent businesses in the same plazas as these people pick up their drugs and they sit in the parking lot snorting and shooting them up. There are a lot of obvious concerns if you share your shopping plaza with these clinics.
Mr. Sands remarked that snorting and shooting up and doctor shopping are all legal issues and are not code enforcement issues. He commented that Ms. Lundgren mentioned these other cities are considering legislation, but asked how many have actually enacted it and how many of the cities that she referred to are also represented by her law firm. He remarked that she mentioned Dania Beach. He commented that his church is in Dania Beach and compared to Cooper City it is night and day. It is a different world. He didn't even know that was a fair comparison. He said that it seems like it is a big issue, but it is not here and there is no idea what is going to happen and no idea how to react to it and are trying to write some preventative thing, but didn't know if they entirely understood what is going on with this. He again remarked that he personally didn't see this as a code enforcement issue and sees it as a law enforcement issue.
Ms. Lundgren responded that they do represent Dania Beach and Hallandale Beach on a special counsel basis and they have already enacted a moratorium and are in a process of adopting the ordinance. She said that they also represent Weston who has adopted this and Weston certainly wasn't the kind of place where you would expect to pop up either, but they wanted to take a proactive stance knowing that as more and more cities .....
Mr. Konhauzer interjected that he has looked at the corridors in Dania Beach off of Griffin Road and has seen many of them. They are areas like the 441 corridor that are of a lower level. He remarked that he doesn't see it here and agrees it is a problem, but conunented that we have laws that protect us. He then commented that there are other ways of controlling it through the places that are distributing it by following through on that and going with the law rather than making more laws here and didn't know if that was necessary.
Ms. McCoy commented that in the past when they have looked at making changes to the zoning regulations they have also had other municipalities' codes as a guide. She mentioned Pembroke Pines, Boca Raton, Coral Springs, even Plantation and Sunrise that are considered comparable

cities. She then commented that looldng at the light industrial district and to exclude that use from the light industrial district might not be a bad idea. This says that for the wholesale and warehousing they have to have a minimum of 1,750 square and is that what is being proposed and that they are in there as along as they are doing the wholesale and warehousing and is that correct. She referred to section 23-56, light industrial.

Mr. Markley responded that the square footage is not being pro
cha.nge and is existing language. The proposed change in the light industrial is the part that is underlined and is in color.
Ms. McCoy remarked that a pharmacy would not be allowed in the light industrial district.
Mr. Markley responded that it is currently as an accessory use. Again, he commented that an accessory being ancillary to another primary use.
Ms. McCoy interjected how you would make a pharmacy an ancillary to a primary use. What would be the primary use in an industrial park?
Mr. Markley remarked that as an example might be with a hospital and the primary use is the health care that they are providing but they have a pharmacy that is ancillary.
Ms. McCoy commented that we are not talking about a hospital we are talking about the light industrial specifically and Mr. Markley is saying that it is an accessory use.
Mr. Markley remarked that it would currently be permitted as an accessory use, but the proposed is that it would no longer be permitted as an accessory use as well as the additional regulation that whereas it could still be a wholesale or warehouse, but there would regulation on the controlled-□substances being distributed so that someone would not be going directly to that location and being dispensed on an individual basis for the controlled substances.
Ms. McCoy asked how the rest of the Board would feel about addressing just the light industrial where they know they have a loop hole.
Mr. Aronson commented as they sit here they are not comfortable with this ordinance. He then remarked that normally when we are discussing a proposed modification to an ordinance they have some discussion about it in advance of seeing the actual proposed ordinance and they get some insight as to why and how and what they want to do. This one just popped up and it seems like it became a critical issue that they need to get passed. He was not ready to pass it unless Staff was to tell him that failure to pass it now will create a problem that they can't rectify if they pass it later.
Mr. Roper thought the Commission was trying to be pro-active and it was the Commission that wanted to bring this before the Planning & Zoning Board. He remarked that if there are enough Board members that feel like they need additional information to be able to vote on this issue, he suggested they consider tabling this until they do have more information such as from the other cities that have passed something similar or are in the process of passing or have passed something similar and then they can readdress this issue.

Mr. Rodriguez commented that he is comfortable with this ordinance and remarked that you have other cities that are making moves and what is going to happen is that the people that are doing this are going to come to the city that doesn't have something in place. He explained that he was all for this ordinance and didn't care if there was nothing happening now, if we are going to prevent something he was okay. He agreed that it was a law enforcement issue, but so is liquor stores and strip bars and everything else and that is why there are ordinances because you want them out of a certain area and that is what he wants here. He commented that we are susceptible too... the high school, dru.gs, they are all over the place and people are going to converge here if they don't do something arid he thinks they should do something. He asked if someone could give him a good reason for the down side of the ordinance and he sees the pros and doesn't see the cons.
Mr. Aronson commented that the down side is there may be some very ethical doctors who choose to have a pain clinic or any kind of medical practice where they want to have a phatmacy and were would be preventing them for that and they may want to do it for valid medical or business reasons and we have said no.
Mr. Rodriguez responded that we can overcome that and we don't have that now. If that is what they want to do in their own office he thought there was something that could be done to address that.
Mr. Aronson thought that most of the Board would like to take a better look at this issue.

Mr. Roper explained that he would like the Board to readdress than seeing it die and feels that this issue is very important.
Ms. McCoy commented that when it comes back to the Board, she would want to see other cities ordinances and that is how they have been able to evaluate issues in the past.
Ms. Lundgren responded that she understands that and if the direction of the Board would be to table it, then she would put together a more comprehensive packet with other cites ordinances and more of a broad account of what this issue really entails so that they will be fully prepared for the next discussion. She then reiterated that this issue may not have been on the radar, but this has been coming up more and more in cities that they represent and with cities she has been tracking outside of the cities they deal with regularly, like Oakland Park and Plantation, who are represented by another firm who have been working on this issue and consulting across the county to other attorneys and planners about how to get a grip on this issue. It has been something she feels that need to be proactively addressed. She said that she wants to make sure that the City is proactively protected in that situation.
MOTION: TO TABLE UNTIL THE NEXT P&Z BOARD MEETING WITH THE CAVEAT THAT WE HAVE THE NECESSARY INFORMATION. MOTION MADE BY MR. SANDS AND SECONDED BY MS. MCCOY.
Ms. Sori thought that physicians giving out bulk samples should be also considered.
Page 6 of 7
P&Z BOARD MEETING MINUTES OF MARCH 1, 2010 - DISCUSSION FOR POSSIBLE CHANGES TO AMEND SECTION 21-8 AND CHAPTER 23, OF THE MUNICIPAL OCDE OF ORDINANCES REATIVE PHARMACIES
Mr. Roper thought they should leave it up to the attorney and her office to bring back to the Board what they are aslcing for.
Ms. Lundgren commented that she will work with Staff to put a packet together for the next meeting.
Mr. Aronson mentioned that the State Legislature meets in a few weeks and asked Ms. Lundgren to let them know if this issue was on their agenda also.
Ms. Lundgren responded that there was a bill passed last year that requires monitoring of pharmacies with regard to the prescription of these substances and the dispensing of these substances however, that bill was an unfunded mandate because the Department of Health does not have the funds to implement this technological program and it is clear there is very little immediate effect from this 2009 Legislation and even though there was legislation passed this problem is still going full blast.
Mr. Aronson commented that it seems odd to have a zoning law to regulate a legal or criminal activity.
MOTION: TO TABLE POSSIBLE CHANGES TO AMEND SECTION 21-8 AND CHAPTER 23, OF THE MUNICIPAL CODE OF ORDINANCES RELATIVE PHARMACIES UNTIL THE NEXT P&Z BOARD MEETING WITH THE CAVEAT THAT THE BOARD HAS THE NECESSARY INFORMATION REQUESTED. MOTION MADE BY MR. SANDS AND SECONDED BY MS. MCCOY. There were all ayes on roll call vote. Motion was approved.
Page 7 of 7
Land Development Regulations Adopted Bv Local Governments
ORDINANCE NO. 2009-009
AN ORDINANCE OF THE CITY COM:MISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING ITS LAND DEVELOPMENT REGLTLATIONS TO PROHIBIT ON-SITE DISPENSING OF CONTROLLED STJBSTANCES BY PAIN MANAGEMENT CLINICS, TO THE EXTENT PERMITTED BY LAW; PROVIDING DEFINITIONS; PROVIDING SUPPLEMENTAL REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.
WHEREAS, the City of Dania Beach (th.e "City") finds that it is in the best interest of the health, safety, and welfare of its residents, businesses, and visitors to enact regulations to provide for safer residential and commercial neighborhoods in the City; and
WHEREAS, the City Cornmission finds that the illegal sale, use, and delivery of controlled substances is a threat to the health, safety and welfare of the residents of the City; and
WHEREAS, the City Commission has recently been made aware by law enforcement and news reports that a pattern of illegal drug use and distribution has been associated with pain rnanagement clinics in neighboring municipalities, which dispense on-site narcotic drugs; and

WHEREAS, the Miami Herald, Sun Sentinel and other news media, Herald Leader, have published numerous newspaper stories in the recent past describing a "pipeline" of trafficking drugs from South Florida pain management clinics to users in other states, such as Kentucky, West Virginia, and Ohio; and
WHEREAS, the threat of increased crime associated with such clinics, is very significant and could undermine the economic health of the City's development and redevelopment efforts; and
WHEREAS, the Florida Legislature has attempted to deter such illegal drug use, distribution and activities by the creation of a secure and privacy-protected, statewide electronic system of monitoring prescription drug medication information, to encourage safer controlled
substance prescription decisions and to reduce the number of prescription drug overdoses, deaths and related crimes; and
WHEREAS, it is the intent of this Ordinance not to interfere with the legitimate medical use of controlled substances, but rather to prohibit the location of dispensing of narcotic drugs on site at pain management clinics, to the extent permitted by law; and
WHEREAS, in the absence of regulations identifying where naxcotic drugs may be dispensed, the City's residents, visitors and businesses are more vulnerable to criminal actions, despite the provision of law enforcement services; and
WHEREAS, the City Commission approved a Resolution on April 27, 2009 notifying the public that changes to its zoning code regarding medical offices that offer on-site dispensing of narcotic drugs was under review; and
VVHEREAS, during an advertised public hearing on June 17, 2009, the Planning and Zoning Boaxd, sitting as the City's Local Planning Agency, reviewed this Ordinance and recommended approval to the City Comrnission; and
WHEREAS, following proper notice to the public and after having received input and participation by interested members of the public and staff, and having considered the recommendation of the Planning and Zoning Board, the City Commission finds this Ordinance consistent with its Comprehensive Plan, as well as Florida and federal law;
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COM1VIISSION OF THE CITY OF DANIA BEACH, FLORIDA:
Section 1. That the preceding "Whereas" clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.
2 ORDINANCE #2009-009
Section 2. That the City Commission amends Article 2, Section 2.10, entitled "Definitions" of its Land Development Regulations to alter or create the following definitions:
Adult residential care facility. Any housing facility for one hunch-ed (100) or more elderly residents situated on property which has direct access to and is a,djacent to either a minor arterial containing at least one hundred ten (110) feet of right-of-way or a principal arterial as designated on Broward County Trafficways Plan, which facility contains units with no more than one sleeping room regardless of the number of accessory rooms including living rooms and bathrooms; and contains a central dining facility which serves at least one full meal per day; and provides central housekeeping services to its residents no less than weekly; and employs a fulltime registered nurse on call to the residents; and provides plarmed activities, which activities may include, but are not limited to, social, educational and recreational activities; and may provide ort-site dispensing of clru.gs under the supervision and control of a licensed physician as an accessory use.
dr ***** ***
Druz store shall mean a retail pharmacy, with or without a drive lane, unless otherwise specified in this Code.
***** ***** *****
Office, medical shall mean a facility providing services to the public by physicians, dentists, surgeons, chiropractors, pharmacists, oSteopaths, physical therapists, nurses, acupuncturists, podiatrists, optometrists, psychiatrists, or others who are duly licensed to_practice their respective professions in the State of Florida., as well as others, including but not limited to technicians and assistants, who are acting under the supervision and control of a licensed health care practitioner. Retail pharmacies staffed by pharmacists that sell prescription drugs, nonprescription drugs or both and other retail goods for sale to the public

are not medical offices. Offices for social workers and mental
are not medical offices. Pain management clinics, as defined in this provision, are medical offices.
***** ***** *****
Pharmacy, retail shall mean a retail establishment primarily offering goods for retail sale and onsite dispensing_of prescription drugs, non-prescription drugs or both. A retail pharmacy may also offer accessory services such as photo processing, eyeglass care, etc.
***** ***** *****
Pain manazement clinic shall mean a type of medical office providing a variety of personal services by an on-site physician who is currently licensed by either the Florida Board of Medicine or Board of Osteopathic Medicine and his or her staff, which, individually or collectively, are intended to reduce or manage_pain.
3 ORDINANCE #2009-009
***** ***** *****
Substance abuse and rehabilitation centers shall mean a type of medical office established to aid persons affected by excessive or illegal use of drugs, narcotics or other hallucinatory substances, not including alcohol, who have developed a dependency on such substances, including but not limited to methadone maintenance facilities, and outpatient rehabilitation facilities.
Section 3. Article 6, entitled "Supplementary Use Regulations," is amended to create
Section 6.66, entitled "Pain Management Clinics," to read as follows:
Sec. 6.66. Pain Management Clinics.
(a) Applicabilitv. Pain management clinics shall be subject to the following supplemental regulations:
(1) On-site dispensing of controlled substances that are identified in Schedule III, or rv in Sections 893.03, 893.035 or 893.036. Florida Statutes, unless otherwise expressly permitted by statutory or general law, is prohibited.
(2) Any parking demand created by a pain management clinic shall not exceed the supply of parking spaces legally available within the shared guest or visitor narldng areas allocated on the site as required by Section 6.20 of this Code. An applicant may be required to demonstrate that on-site traffic flow and _parking will be sufficient to accommodate parking demands generated by the pain management clinic based on a current traffic and parking study prepared Ilya certified professional, if requested by the City.
(b) Nonconforming Uses. Any application for a Certificate of Use for a business operating as a pain management clinic prior to April 28, 2009 shall be subject to zoning regulations in effect prior to the effective date of this Ordinance. Any such clinic legally in existence_prior to the effective date of this Ordinance, but now in violation of its provisions, shall be considered a legal nonconforming use.
(c) Enforcement. Enforcement of these supplemental regulations shgl be as provided by
law.
Section 4. Section 10.15, entitled "Zoning Relief Procedures" is created to read as follows:
Section 10.15. Zoning relief procedures. In order to address possible unintended violations of federal and state laws, subsequent to implementation of this Code or its related rules, policies, and procedures in advance of costly litigation, zoning relief may be granted pursuant to this section.
4 ORDINANCE #2009-009
(1) Application. A person or entity shall request relief under this Section prior to filing a lawsuit, by completing a Zoning Relief Request fonn, which is available from the City's Community Development Division ("CDD"). The form shall contain such questions and requests for information as are necessary for evaluating the relief requested.
(2) Notice. The City shall display a notice in the City's public notice bulletin board and shall maintain copies available for review in the Community Development Division and the City Clerk's Office. The notice shall advise the public that a request for zoning relief under a federal or state law is pending. The location, date and time of the applicable public hearing shall be included in the notice. Notice shall also be provided to property owners within 300 feet, if the request for relief is site specific.

(3) Hearing and determination. The City Commission shall have consider and act on requests for zoning relief submitted to the Community Development Division. A public hearing shall be held within seventy five (75) days of receipt by the City of the request for relief at a regular or special City Commission meeting. During the public hearing, the City Commission shall solicit comment and information from the public and shall decide whether to grant the requested relief. A written determination shall be issued by resolution no later than seven (7) days after the conclusion of the public hearing. The determination may: (al grant the relief requested. (b) grant a portion of the request and deny a portion of the request, or impose conditions upon the grant of the request, or (c) deny the request. Any determination denying the requested relief shall be final, in writing, and shall state the reasons the relief was denied. The fmal written determination shall be sent to the requesting party by certified mail, return receipt requested.

(4) Additional information. If necessary, prior to the public hearing, the City may request addition.al information from the requesting party, specifying in sufficient detail what information is required. In the event a request for additional information is made to the requesting party by the City, the seventy-five (75) day time period to schedule a public hearing shall be extended to ninety (90) days to inciude the time necessary to seek and review the additional information. The requesting party shall have fifteen (15) days after the date the information is re.quested to provide the needed information. If the requesting party fails to timely respond with the requested additional information, the City shall noti the requesting party and proceed with scheduling a public hearing and issuing its final written determination regarding_ the relief requested as required in (3).

(5) Criteria, In determining whether the zoning relief request shall be granted or denied, the applicant shall be required to establish:

(a) The applicant is a potential claimant under a federal or state law: and

(b) The applicant believes in good faith that the City through implementation of its zoning code has intentionally or unintentionally violated federal or state law for -the reasons
statedintheZorthandiefReuest_gl violatecl shallbas e
identified.

5 ORDINANCE #2009-009

(6) Exhaustion required. Completion of the zoning relief procedures shall be a supplement to and not a substitute for any other pre-litigation dispute resolution processes available by law to the City or the applicant. Completion of the zoning relietprocedures shall evidence the exhaustion of all administrative remedies available from the City.

(7) Fees. A fee as deemed appropriate by the City Commission shall be imposed as provided by the City Commission by resolution. The fee is intended to defray administrative costs incurred to review the request including advertising costs. The City shall have no obligation to pay a requesting party's attorney fees or costs in connection with the request for zoning relief.

(8) Effect while pending. While an application for zoning relief or appeal of a determination of same is pending before the City, the City will not enforce the subject zoning ordinance, rules, policies, and procedures against the property owner, except the City may seek injunctive relief if an imminent threat to the health, safety and welfare of the public is present.

Section 5. Section 6.1 6(b)(7) containing standards for home occupations shall be amended to read as follows:

(b) Standards: A home occupation is allowable as an accessory use in a bona fide dwelling unit in any residential area. All provisions of this Code pertaining to residential uses shall be met. In addition, all of the following standards shall apply:

***** ***** *****

(7) No equipment or process shall be used 'in such home occupation which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the nonnal senses off the lot, if the occupation is conducted in other than a single-family residence, or outside the dwelling unit if conducted in other than a single-family residence. There shall be no storage of narcotic drugs, or hazardous or toxic materials for use in the home occupation. In the case of electrical interference, no equipment or process shall be used which creates visual or audible

interference in any radio or television receivers off the prem
fluctuation in fine voltage [to] the premises.
Section 6. Section 6.16(d) shall be amended to read as follows:
(d) Home offices, excluding medical;-eettnselifkg-,□and--deiat-al offices a,nd counseling services, are permitted, provided that no transactions or meetings are made in person on the premises.
Section 7. Section 16.20 containing permitted uses in the Industrial-Research-Office (IRO) District shall be amended to read as follows:
6 ORDINANCE #2009-009
16.20. Permitted uses.
No building, structure, land, water, or part thereof, shall be erected, altered, or used, nor shall the premises be used in whole or part for other than one or more of the following specified uses:
***** ***** *****
(d) Office uses, excluding medical offices.
Section 8. Section 16.30 containing prohibited uses in the Industrial-Research-Office (IRO) District shall be amended to read as follows:
16.30. Prohibited uses.
The permitted enumerated uses in section 16.20 above shall not be constmed to include any of the following, which are indicated for emphasis and clarification:
***** ***** *****
(w) Medical offices. pharmacies (retail and compotmding)
Section 9. Section 18.20 containing permitted uses in the Industrial-Research-OfficeMarine (IROM) District shall be amended to read as follows:
18.20. Permitted uses.
No building, structure, land, water, or part thereof, shall be erected, altered, or used, nor shall the premises be used in whole or part for other than one (1) or more of the following specified uses:
***** ***** *****
(d) Offices (excluding medical offices), banks, and savings and loans.
Section 10. Section 18.30 containing prohibited uses in the Industrial-ResearchOffice-Marine (IROM) District shall be amended to read as follows:
7 ORDINANCE #2009-009
18.30. Prohibited uses.
The permitted enumerated uses in section 18.20 above shall not be construed to include any of the following prohibited uses, which are indicated for emphasis and clarification:
***** ***** *****
(gg) Medical offices.
Section 11. Section 19.20 containing permitted uses in the Residential Office (RO) District shall be amended to read as follows:
19.20. Permitted uses.
No building, structure, land, water, or part thereof, shall be erected, altered, or used, nor shall the premises be used in whole or part for other than one (1) or more of the following specified uses:
(a) General office, excluding medical or dental offices.
(b) Single-family dwelling units.
(c) Any use that is accessory or customarily incidental to and located upon the same lot occupied by the main use.
Section 12. Section 21.18, containing a table of uses permitted, prohibited, special condition and special exception uses in the Downtown Transit-Oriented Development (TOD) District, East Dania Beach Boulevard Transit Oriented Corridor (TOC-1) District, and the South Federal Highway Transit Oriented Corridor (TOC-2) District, shall be amended to read as follows:
21.18. Use table.
Table F-1 below shows the list of permitted, prohibited, special condition and special exception uses in each of the three (3) zoning districts.
Permitted Use Prohibited Use
SC Special Condition Use SE Special Exception Use
Table F-1. Table of Permitted, Prohibited, Special Condition and Special Exception Uses
8
ORDINANCE #2009-009
Use Zoning District

	TOD District	TOC4 Distlict	T0C-2 District
Medical offices, excluding pain management clinics	Y	Y	Y

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Retail sales within an enclosed building, including gocery stores, drug store (no drive-through), caterers, wine shops, appliances, carpet and floor coverings, home finnishings, office supplies, sportin.g goods, electronics, photographic equipment, jewelry, art, crafts, apparel, hardware, paint, wallpaper, floor coverings, lighting, florist shop, pharmacy, and antique stores	Y	Y	Y

Section 13. Section 27.40 containing prohibited uses in the Industrial-General (IG) District shall be amended to read as follows:
27.40. Prohibited uses.
The permitted uses enumerated above shall not be construed to include any of the following prohibited uses, which are indicated for emphasis and clarification:
***** ***** *****
(w) Medical offices.
Section 14. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.
Section 15. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.
9 ORDINANCE #2009-009
Section 16. That this Ordinance shall be effective on adoption on second reading.
PASSED on first reading on Jun.e 23, 2009.
PASSED AND ADOPTED on second reading on July 28, 2009.
ANNE CASTRO MAYOR-COMMISSIONER ATTEST:
LOUISE STILSON, CMC CITY CLERK
APPROVED AS TO FORM AND CORRECTNESS:
THOMAS J. ANSBRO CITY ATTORNEY
10 ORUNANCE #2009-009
ORDINANCE NO. 50-09
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF DELRAY BEACH, BY AMENDING SECTION 4.3.3, "SPECIAL REQUIREMENTS FOR SPECIFIC USES", BY ENACTING SUBSECTION "MEDICAL OFFICES", TO PROVIDE FOR CLARIFICATION REGARDING THE DISPENSING OF NARCOTIC DRUGS; AMENDING APPENDIX "A" TO PROVIDE FOR DEFINITIONS RELATED TO THE REGULATION OF MEDICAL OFFICES; PROVIDING A SAVING CLAUSE, A GENERAL REPEALER CLAUSE, AND AN EFFECTIVE DATE.
WHEREAS, the City of Delray Beach finds that it is in the best interest of the health, safety, and welfare of its residents, businesses, and visitors to enact regulations to provide for safer residential and commercial neighborhoods in the City; and
WHEREAS, the City Commission finds that the illegal sale, use, and delivery of controlled substances is a threat to the health, safety and welfare of the residents of the City; and
WHEREAS, the City Commission has recently been made aware by law enforcement and news reports that a pattern of illegal drug use and distribution has been associated with pain management clinics in neighboring municipalities, which dispense on-site narcotic drugs; and
WHEREAS, the City Commission has also been made aware of numerous newspaper stories in the recent past describing a "pipeline" of ixafficking drugs from South Florida pain management clinics to users in other states, such as Kentucky, West Virginia, and Ohio; and
WHEREAS, the threat of increased aitne associated with such clinics, is very significant and could undermine the economic health of the City's development and redevelopment efforts; and

WHEREAS, the Florida Legislature has attempted to deter such i
distribution and activides by the creadon of a sec-ure and privacy-protected, statewide electronic system of monitoring prescription drug medication infomradon, to encourage safer controlled substance prescription decisions and to reduce the number of prescription drug overdoses, deaths and related crimes; and
WHEREAS, it is the intent of this Ordinance not to interfere with the legitimate medical use of controlled substances, but rather to prohibit the location of dispensing of narcotic drugs on site at medial offices, to the extent permitted by law; and
WHERE,AS, in the absence of regulations identifying where narcotic drugs may be dispensed, the City's residents, visitors and businesses axe more vulnerable to criminal actions, despite the provision of law enforcement services; and
WHEREAS, pursuant to LDR Section 1.1.6, the Planning and Zoning Board reviewed the proposed text amendment at a public hearing held on September 21, 2009 and voted. 7 to 0 to recommend that the changes be approved; and
WHEREAS, pursuant to Florida Statute 163.3174(4)(c), the Planning and Zoning Board, sitting as the Local Planning Agency, has determined that the change is consistent with and furthers the goals, objectives and policies of the Comprehensive Plan; and
WHEREAS, the City Commission of the City of Delray Beach adopts the findings in the Planning and Zoning Staff Report; and
WHEREAS, the City Commission of the City of Delray Beach finds the ordinance is consistent with the Comprehensive Plan.
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE 'CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:
Section 1. That the recitations set forth above are incorporated herein.
Section 2. That Appendix "A", "Definitions",of the Land Development Regulations of the City of Delray Beach, be and the same is hereby amended to read as follows:
BUSINESS OFFICE Any commercial activity conducted primarily in an office, which does not involve the sale of commodities or goods on the premises. This definition does not include a Medical Office.
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surgeons. chiropracaoa, osteopa_ths, physical therapists. nurses, acupuncturists. podiatests, optometrists. psychiatrists (who are also,k.now as health care practitionea) or others who are duly licensed to practice their respective professions in the State of Florida, a □ . - □ , in _ □ but not limited to technicians and assistants, who are acting under the supelaisiork and control of a licensed_ health care pra.ctitioner.
accessory services such as photo processing. eyeglass care. etc.
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ORD. NO. 50-09
PROFESSIONAL OFFICES includes those vocations in which professed attainments in special knowledge are practiced, as distinguished from mere skills, and shall be limited to those professions so classified by the Laws of Florida, and which are conducted as professions and not as a trade or other business. PROFESSIONAL OFFICES do not include offices for the treatment of animals on the premises. This definition does not inclucle a Medical Office.
Section 3. 'That Section 4.3.3, "Special Requirements for Specific Uses",of the Land Development Regulations of the City of Delray Beach, be and the same is hereby amended by enacting Subsection 4.3.3 (LILL), "Medical Offices", to read as follows:
(LILL) Medical Offices:
(1) Applicability. Medical Of5ces shall be subject to the following;
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or IV in Sections 893.0. 893.035 or 893.036. Florida Statmtes. is prohibited. unless otherwise ed b t e f □11. m thi ,r□hi

directly tc a patient if the amount of the controlled substanc
treat the patient during .that pardcular treatment session.
(ii) A pharmacist or health care practitioner when administering a controlled substance,to a patierit or resident receiving care as a patient at a hQspital. nursing home, ambulatory surgical center, hospice, or intermediate care facility for_the developmentally disabled which is licensed in this state,
A health care practitioner when administering a controlled substance in the
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(iv) A health care prac itigner when administering or dispensing a controlled substance to a person under the age of 16.
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□ graatingsn denial of *variance regarding Medical Offices shall be appealed to the Civ Commission, The applicant shall follow the procedures and reqvirements set forth. in Section 2.4.7(E). In addition to the requirements listed in Section 2.4.7(E) the applicant sha e fo *IV_ □
(a) If the applicant is a potential claimant under a federal or_state law: and
(1)) That the applicant belt v in o d i.s a the thi in r_kleciasmaas_iiinten
"onall viol fe ratcd_d_c_iptst allegedly violated shall be identified.
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ORD. NO. 50-09
Section 4. That should any section or provision of this ordinance or any portion thereof, any paragraph, sentence, or word be decla.red by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the re.mainder hereof as a whole or part thereof other than the part declared to be invalid.
Section 5. That ail ordinances or parts of ordinances in conflict herewith be, ancl the sarne are hereby repealed.
Section 6. 'That this ordinance shall become effective immediately upon its passage on second and final reading.
PASSE/IA...4 _ND ADOPTED in regular session on s nd and fmal ream g on this the
day o f\:`□6)%1- OUR. , 2009.
MAYO
ATTEST
'City Clerk
First Readin Second Rea
4 ORD. NO. 50-09
Page 1 of 1
MEMORANDUM
TO: Mayor and City Commissioners
FROM: David T. Harden, City Manager
DATE: October 13, 2009
SUBJECT. AGENDA ITEM 10.E. - REGULAR COMMISSION MEETING OF OCTOBER 20. 2009
ORDINANCE NO. 50-09 (SECOND READING/SECOND PUBLIC REARING1
rrEm BgFORE COMMISSION
This ordinance is before Conunission for second reading and second public hearing to consider a city initiated amendment to the Land Development Regulations (LDR) Section 4.3.3, "Special Requirements for Specific Uses", by enacting Subsection (LLLL), "Medical Offices", to provide clarification regarding dispensing of

narcotic drugs, and amending Appendix "A", to provide for defm
regulation of medical offices.
BACKGROUND
At the first reading on October 6, 2009, the Commission passed Ordinance No. 50-09.
RECOMMNDATION
Recommend approval of Ordinance No. 50-09 on second and final reading.
http://miweb001/Agendas/Bluesheet.aspx?IterrilD=2726&Meeting1D=222 10/21/2009
ORDINANCE NO. 50-09
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF DELRAY BEACFI, BY AMENDING SECTION 43.3, "SPECIAL REQUIREMENTS FOR SEKIFIC USES", BY ENACTING SUBSECTION (LLLL), "MEDICAL OFFICES", TO PROVIDE FOR CLARIFICATION REGARDING THE DISPENSING OF NARCOTIC DRUGS; AMENDING APPENDIX "A" TO PROVIDE FOR DEFINITIONS RELATED TO THE REGULATION OF MEDICAL OFFICES; PROVIDING A SAVING CLA.USE, A GENERAL REPEALER CLAUSE, AND AN EFFECTIVE DATE.
WHEREAS, the City of Delray Beach Ends that it is in the best interest of the health, safety, and welfare of its residents, businesses, and visitors to enact regulations to provide for safer residential and commercial ruaighborhoods in the City; arid
WHEMAS, the City Commission finds that the illegal sale, use, and delively of controlled substances is a threat to the health, safety and wifare of the residents of the Qty; and
WHEREAS, the City Commission has recently been made aware by law enforcement and news reports that a pattern of illega/ drug use and distribution has been assodated with pain management clinics in neighboring municipalities, vvhich dispense on-site narcotic drugs; and
WHEREAS, the City Commission has also been made aware of numerous rewspaper stories in the recent past describing a "pipeline" of traffidcing drugs from. South Florida pain management clinics to users in other states, such as Kentucky, West Virginia, and Ohio; and
WHEREAS, the threat of increased crime associated with such clinics, is verysignificant and could undermine the economic health of the Qty's development and redevelopment efforts; and.
WHEREAS, the Floncla Legislature has atteuTited to deter such illegal drug use, distribution and activities by the creation of a secure and privacyprotected, statewide electronic system of monitoring prescription drug medication information, to encourage safer controlled substance prescription decisions and to reduce the number of pa-escription drug overdoses, deaths and related crimes; and
WHEREAS, it is the intent of this Ordinance not to interfere vdth the kgitimate tredical use of controiled substances, but rather to prohibit the location of dispensing of narcotic drugs on site at medial officrn, to the extent permitted bylaw; and
WHEREAS, in the absence of regulations identifying NAkere narcotic drugs may be dispensed,. the Citys residents, visitors and btsinesses are more vulnerable to criminal actions, despite the provision of law enforcement services; and
VVHEREAS, pursuant to LDR Section 1.1.6, the Planning and Zoning Board reviewed the proposed text amendirent at a public hearing held on September 21, 2009 and voted 7 to 0 to recommend that the changes be approved; and
WHEREAS, purstsnt to Florida Statute 163.3174(4)(c), the Planning and Zoning Board, sitting as the Local Planning .Agency, has detemined that the change is consistent with and furthers the goals, objectives and policies of the C.omprehensive Flan; and
WHEREAS, the City Commission of the City of Delray Beach adopts the findings in the Planning and Zoning Staff Report; and
WHEREAS, the City Commission of the City of Delray Beach finds the ordinance is consistent with the Corrszehensive Plan
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE QTY OF DELRAY BEACH, FTORIDA, .AS FOLLOWS:
Section 1. That the recitations set forth above are incorporated herein
Section 2. That Appendix "A", "Defirtitions",of the Land Development Regulations of the City of Delray Beach, be and the sane is hereby amended to react as follovs:
BUSINESS OFFICE Any commercial activity conducted primarily in an office, which does not involve the sale of commodities or goods ort the premises. This definition does not include a lvledical Office.

,MEDICAL QUICE,
,surgeons chirgpractors, osteopaths. physical thezapists, nurses. acupunctudsts podiatrist' s, optometrists. psyr,..hiatrists. (who are also know as health care practitioners) or others who are duly *eased to practice their nespe&tia professions in the State of Floricki, as v.ell as others. including
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licensed health care practitioner.
PHARMACY shall mean a retail estab1ishn2ent primarily offering goods far retail sale and on-site
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ORD. NO. 50-09
PROFESSIONAL OFFICES includes those vocations in which ixofessed attainrrients in special knowledge are practiced, as disiinguished from mere skills, and shall be limited to those professions so classified by the Laws of Florida, and which are conduct-ed as professions and not as a trade or other business. PROFESSIONAL OFFICES do not include offices for the troatment of animals on the premises. This definition does not include a Medical Qffice.
&ction,a. 'That Section 4.3.3, "Special Requirements for Specific Uses",of the Land Dewlopment Regulations of the City of Delray Beach, be and the same is hereby amended by ena.cting Subsection 4.3.3 (LLLL), "Medical Offices", to read as follows:
(LLLL) IVIeclical Offices:
a) Applicability. Medical Offos shall be subject to the following
a On-site
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substance to a patient or resident receiving care as a patient at a ho . surgical center, hospice, or intermediate care f4gllity for the developmentally 'disabled which i$ ithceuttz
gi JO_ !Xt.. g a 111.:4□./VLI I "_!
eiat particular treatment session.al .1IL4
emergency room of a bcensed hospital.
(iv) A bealtb.. care pr-titioner when 4chministering or disperisinga controlled substance to a person under the age of 16.
fv) A health care practitioner when dispensing a one-time. 72-hour ernerwricy resupply of a controlled substance to a patient.
□2.) _Appeal. &appeal from an administrative determination pr board wtion, excluding the
rt egg! g1.1.1 □ a□□ f a v 4A.:4111..". - 111;_ - Po kip .011.
Theligaittall follow the procedtres and requirernants set forth in Section 2.4,7(P. In addition the f
In
(a) If the applicant is a potential claimant under a federal or state law; and
lb) That the applicant believes in good faith that the City through implementation of this section has intentionally or unintentionally violated federal or state law. The law(s) the City has allegedly violated shall be identified
or IV in Sections 893.03, 89 _,035 or 893.036. Florida Statutes, is prohlited. unless otherwise expesslypertnitted by statutory or general law. Tbe following are exerrqa from this prohibition:
(i) A health care practitioner when admidstering a contolled substance directly to a patient if the amount Qf the controlled substance is adequate to treat the iliaiient dining
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SeCtion 4. That should any section or provision of this ordinance or any portion thereof, arty paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the reminder hereof as a whole or part thereof other than the part declared to be inv-alia
Section 5. That all ordinances or parts of ordinances in conflict hereArith be, and the same are hereby repealed.
□□iii2n.6. That this ordinance shall become effective inunediately upon its passage an second and final reading.
PASSED AND ADO' 1ED In regular session on second and final reading on this' the day of , 2009.
ATiST MAYOR
Oty Clerk
First Reading_
Second Reading
4 ORD. NO. 50-09
Page 1 of 2
MEMORANDUM
TO: Mayor and City Commissioners
FROM: Mark McDonnell, AICP, Asst. Director Planning and Zoning Paul Dorling, AICP, Director Planning and Zoning
THROUGH: City Manager
DATE: October 1, 2009
SUBJECT: AGENDA ITEM 10.C. - REGULAR COMMISSION MEETING OF OCTOBER 6. 2009
DMIN_ANCE IRST READING/FIRST PU13L1C HEARING1
ITEM BEFORESOMMISSION
Consideration of a city-initiated amendment to the Land Development Regulations (LDRs) that will provide a new definition for "Medical Offices" and that includes Special Requirements that regulate medical offices dispensing controlled substances.
BACKGROUND
Medical Office uses are allowed in various zoning districts within the City, including General Commercial, Central Business District, Planned Office Center, Professional and Office District, Planned Commercial Center, and the Mixed Residential Office and Commercial District. Normal operations and expectations of medical office uses include examinations by doctors and, should prescriptions be required, they would be filled off-site at a local pharmacy. Recently, "pain management clinics" have been established which provide not only the prescriptions, but also fill the prescriptions on-site.
Following are highlights of the proposed ordinance:
1. The ordinance introduces a new definition for Medical Office, which includes services normally associated with medical offices (examinations and prescribing of medicines).
2. Clarifies that the existing definitions of Professional Offices and Business Office do not include Medical Offices.

3, Special Requirements are added for Medical Offices that prohibit on-site dispensing of controlled substances identified in Schedule II, Ill or IV in Sections 893.03, 893.035 or 893.036, Florida Statutes except as follows:
□ A health care practitioner when administering a controlled substance directly to a patient if the amount of the controlled substance is adequate to treat the patient during that particular treatment session.
□ A pharmacist or health care practitioner when administering a controlled substance to a patient or
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Page 2 of 2

resident receiving care as a patient at a hospital, nursing ho
surgical center, hospice, or intermediate care facility for the developmentally disabled which is licensed in this state.

- A health care practitioner when administering a controlled substance in the emergency room of a licensed hospital.
- A health care practitioner when administering or dispensing a controlled substance to a person under the age of 16.
- A health care practitioner when dispensing a one-time, 72-hour emergency re,supply of a controlled substance to a patient.

4. A relief option (appeal process).

REVIEW BY OTHERS

The text amendment was considered by the Planning and Zoning Board on September 21, 2009. The Board unanimously recommended approval on a 7 to 0 vote, by adopting the findings of fact and law contained in the staff report and finding that the amendment is consistent with the Comprehensive Plan and meets criteria set forth in Section 2.4.5(M) of the Land Development Regulations. They conditioned their recommendation to require that the definition of "dispensing" be clarified. This has been achieved through an expanded exceptions area as noted above.

The Downtown Development Authority (DDA) reviewed the ordinance at their meeting on September 21, 2009 and recommended approval with the following conditions:

- That the City seeks the opinion of the Attorney General of the legality of this ordinance.
- That the City contacts the legislative delegation and recommends state-wide legislation.
- That the City explores the possibility to make this a nuisance activity (or some other prohibition) so that it is strengthened and not merely a matter of zoning.

The Community Redevelopment Agency (CRA) reviewed the ordinance at their meeting on September 24, 2009 and did not support the amendment They questioned the legality of regulating trade in this way and the basis for doing the amendment (i.e. newspaper articles, etc.).

The Pineapple Grove Main Street committee will review the ordinance at their meeting on October 7, 2009 and the West Atlantic Redevelopment Coalition will review the ordinance at their meeting on October 14, 2009. The recommendations of those Boards will be presented at second reading.

R_ECOMMENDATION

By motion, approve Ordinance No. 50-09 on first reading for a city-initiated amendment to the Land Development Regulations, by adopting the findings of fact and law contained in the staff report and finding that the amendment is consistent with the Comprehensive Plan and meets criteria set forth in Section 2.4.5(M) of the Land Development Regulations.

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PLANNING AND;ZONING:BOARQ;b,STAFF,REPORT

MEETING DATE: SEPTEMBER 21, 2009 AGENDA NO: IV.C.

AGENDA ITEM: CONSIDERATION OF A C1TY-INITIATED AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS (LDR), BY AMENDING SECTION 4.3.3, "SPECIAL REQUIREMENTS FOR SPECIFIC USES", BY ENACTING SUBSECTION- (LLLL), "MEDICAL OFFICES", TO PROVIDE FOR CLARIFICATION REGARDING THE DISPENSING OF NARCOTIC DRUGS; AMENDING APPENDIX "A" l'O PROVIDE FOR DEFINITIONS RELATED TO THE REGULATION OF MEDICAL OFFICES.

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The item before the Board is to make a recommendation to the City Commission regarding a cityinitiated amendment to Land Development Regulations (LDRs) that provides a new definition for "Medical Offices" and includes Special Requirements that prohibits medical offices from dispensing controlled substances.

Pursuant to Section 1.1.6, an amendment to the text of the Land Development Regulations may not be made until a recommendation is obtained from the Planning and Zoning Board.

.'"BACkcgouNorANALOisa;:

The City Commission has recently been made aware by law enforcement and news reports that a pattern of illegal drug use and distribution has been associated with pain management clinics in neighboring municipalities. There has also been an increase in local advertising for pain management clinics, including references to drugs sold on-site in alternative weekly newspapers, and also on fliers left at bus benches and on billboards. Also, several South Florida pain management clinics have

been associated with a "pipeline" of drug trafficking that has use in other states, such as Kentucky, West Virginia and Ohio, according to recent newspaper articles. If located within the City, these types of uses would currently fall under Medical Office use.

Medical Office uses are allowed in various zoning districts within the City, including General Commercial, Central Business District, Planned Office Center, Professional and Office District, Planned Commercial Center, and the Mixed Residential Office and Commercial District. Normal operations and expectations of this medical office use include examinations by doctors and, should prescriptions be required, they would be written and filled off-site at a local pharmacy. The "pain management clinics" provide not only the prescription, but also fill the prescription on-site.

Following are highlights of the proposed ordinance:

- The ordinance introduces a new definition for Medical Office, which includes services normally associated with medical offices (examinations and prescribing of medicines) and will prohibit dispensing of specific medicines at the office.
- Clarifies that the existing definitions of Professional Offices and Business Office do not include Medical Offices.

Planning and Zoning Board Meeting, September 21, 2009 ,LDR Amendment Pain Management Clinics

- Special Requirements are added for Medical Offices that prohibit on-site dispensing of controlled substances identified in Schedule II, Ill or IV in Sections 893.03, 893.035 or 893.036, Florida Statutes.
- A relief option (appeal process) is added in the proposed ordinance.

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Comprehensive Plan Conformance

LDR Section 2.4.5(M)(5) (Findings) requires that the City Commission make a finding that the text amendment is consistent with and furthers the Goals, Objectives and Policies of the Comprehensive Plan. A thorough review of the Comprehensive Plan was conducted and the following applicable objective and policy are identified:

Future Land Use Element Obiective A-2

Reduce, and eventually eliminate, uses which are inconsistent with predominant adjacent land uses, and to insure compatibility of future development.

Policy A-2.3 Development of remaining vacant properties shall occur in a manner which is consistent with and complementary to adjacent development regardless of zoning designations. This policy shall be implemented through the review process associated with platting and site plans.

Courtesv Notices

Courtesy notices were provided to the following homeowner and civic associations:

- Neighborhood Advisory Council

The following advisory boards will review the proposed amendment and their recommendations will be forwarded to the Planning and Zoning Board and/or City Commission, as follows:

The Downtown Development Authority will review the ordinance at their meeting on September 21,
2009.

The Community Redevelopment Area will review the ordinance at their meeting on September 24,
2009.

The Pineapple Grove Main Street committee will review the ordinance at their meeting on October
7, 2009.

The West Atlantic Redevelopment Coalition will review the ordinance at their meeting on October
14, 2009.

rALTERNATIVrACTIONeTr, '4;?1 '"Vfl

A. Continue with direction.
B. Move a recommendation of approval to the City Commission of the amendment to Land Development Regulations, Section 4.3.3, "Special Requirements for Specific Uses", by enacting subsection (LLLL), "Medical Offices", to provide for clarification regarding the dispensing of narcotic drugs; amending Appendix "A"

to provide for definitions related to medical offices, pro
business office and pharmacy, by adopting the findings of fact and law contained in the staff report, and finding that the text amendment and approval thereof is consistent with the Comprehensive Plan and meets the criteria set forth in LDR Section 2.4.5(M)

C. Move a recommendation of denial to the City Commission of the amendment to Land Development Regulations, Section 4.3.3, "Special Requirements for Specific Uses", by enacting subsection (LLLL), "Medical Offices", to provide for clarification regarding the dispensing of narcotic drugs; amending Appendix "A" to provide for definitions related to medical offices, professional offices, business office and pharmacy, by adopting the findings of fact and law contained in the staff report, and finding that the text amendment and approval thereof is inconsistent with the Comprehensive Plan and does not meet the criteria set forth in LDR Section 2.4.5(M) (motion to be made in the affirmative).

'Ygoiti4*.RECOMMENDEIAPTION440044FOTtAtk;I:f

Recommend approval of the amendment to Land Development Regulations, Section 4.3.3, "Special Requirements for Specific Uses", by enacting subsection (LLLL), "Medical Offices", to provide for clarification regarding the dispensing of narcotic drugs; amending Appendix "A" to provide for definitions related to medical offices, professional offices, business office and pharmacy, by adopting the findings of fact and law contained in the staff report, and finding that the text amendment and approval thereof is consistent with the Comprehensive Plan and meets the criteria set forth in LDR Section 2.4.5(M).

Attachment: Proposed ordinance

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ORDINANCE NO. 2009-

AN ORDINANCE OF THE are OF WESTON, FLORIDA, AMENDING CHAPTER 12 "DEFINITIONS" TO CREATE A DEFINITION OF "PAIN MANAGEMENT CLINIC;" CREATING SECTION 158.59.1 □PAIN MANAGEMENT CLINICS," TO PROHIBIT ONSITE DISPENSING OF CONTROLLED SUBSTANCES BY PAIN MANAGEMENT CLINICS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, First, the City Commission finds that the illegal sale, use, and delivery of controlled substances is a threat to the health, safety and welfare of the residents of the City; and

WHEREAS, Second, the City Commission has recently been made aware by law enforcement and news reports that a pattern of illegal drug use and distribution has been associated with pain management clinics in neighboring municipalities, which dispense on-site narcotic drugs; and

WHEREAS, Third, in the absence of state regulations identifying where narcotic drugs may be dispensed, the City's residents, visitors and businesses are more vulnerable to criminal actions, despite the provision of law enforcement services; and

WHEREAS, Fourth, as such, the City Commission finds it necessary to prohibit a pain management clinic from dispensing onsite controlled substances; and

WHEREAS, Fifth, the City Commission, in its capacity as the Local Planning Agency, has reviewed the Ordinance and recommends approval; and

WHEREAS, Sixth, the City Commission finds that this Ordinance is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Weston, Florida:

Section 1. The foregoing 'Whereas" clauses are hereby ratified and incorporated as the legislative intent and factual findings underlying this Ordinance.

Section 2. Recommendation of Approval by the Local Planning Agency.

The City Commission, in its capacity as the Local Planning Agency, has reviewed the proposed Ordinance and recommends approval.

Section 3. Amendment to Chapter 12.

Chapter 12, "Definitions,' of the Code of Ordinances of the City of Weston, is amended to read as fol lows:

□ 12.01 DEFINITIONS.

(A) General rule. Words and phrases shall be taken in their plain, or ordinary and usual sense. However, technical words and phrases having a peculiar and appropriate meaning in law shall be understood according to their technical import.

Coding: underlined words are additions to existing text, sterielHtireugh words are deletions from existing text, shaded text reflects changes made from First Reading

#44806 vl Ordinance No. 2009- Page 1 of 3 First Reading Version

(B) Definitions. For the purpose of this code, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

PAIN MANAGEMENT CLINIC. A type of medical office providing a variety of personal services by an on-site physician who is currently licensed by either the Florida Board of Medicine or Board of Osteopathic Medicine and his or her staff, which, individually, or collectively, are intended to reduce or manage pain,

Section 4. Amendment to Chapter 158.

Chapter 158, "Zoning," of the Cade of Ordinances of the City of Weston, is amended to read as follows:

 158.59.1 PAIN MANAGEMENT CLINICS.

Pain Management Clinics are prohibited from on-site dispensing of controlled substances that are identified in Schedules II, III, or IV in Sections 893.03, 893.035 or 893.0355, Florida Statutes, unless otherwise expressly permitted by law.

Section 5. Codification.

It is the intention of the City Commission that the provisions become and be made part of the City Code, and that the Sections of this Ordinance and Code may be renumbered or relettered and the word "ordinance" may be changed to 'section' or such other appropriate word or phrase to accomplish such intentions.

Section 6. Severability.

Should any section, paragraph, sentence, clause, phrase or other pait of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion thereof, other than the part so declared to be invalid.

Section 7. Conflict

That all Sections or parts of Sections of the Code of Ordinances, all Ordinances or parts of Ordinances, and all Resolutions, or parts of R.esolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

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Section 8. Ef-fective Date.

This Ordinance shall be effective upon passage and adoption.

PASSED ON FIRST READING November 16, 2009.

PASSED AND ADOPTED ON SECOND READING , 2009.

CITY COMMISSION
CITY OF WESTON, FLORIDA
By Eric M. Hersh, tviayor
ATTEST:
Patricia A. Bates, City Clerk Approved as to form and legality
for the use of and reliance by the City of Weston only:
Jamie Alan Cole, City Attorney
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Roll Call:
Commissioner Stermer Commissioner Henriksson Commissioner Chermak Commissioner Gomez Mayor Hersh
#44806 vl □ Ordinance No. 2009- First Reading Version
Page 3 of 3
Meeting Date: March 9, 2010 Agenda Item
REQUESTED COMMISSION ACTION:
Memorandum 10-048
Presentation
Consent X Ordinance Resolution Consideration/
Discussion
SHORT TITLE AN ORDINANCE AMENDING CHAPTER 155, "ZONING CODE," OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA, BY CREATING A NEW SECTION 155.063, "DISPENSING CONTROLLED SUBSTANCES" TO PROVIDE FOR REGULATIONS RELATING TO THE DISPENSING OF CONTROLLED SUBSTANCES; AND BY CREATING A NEW SECTION 155.029, "REASONABLE ACCOMMODATION," TO PROVIDE PROCEDURES FOR THE ACCOMMODATION OF PERSONS WITH DISABILITIES.
Summary of Purpose and Why: -
The proposed ordinance regulates the establishment of pain clinics by prohibiting in medical offices, business offices or professional offices within every zoning districts the on site "dispensing of controlled substances, " which are identified in Schedule II, III or IV in Section 893.03, 893.035 or 893.036 Florida Statutes. Certain exemptions are allowed, which generally pertain to health care practitioner administering controlled substances. The ordinance also establishes a section on reasonable accommodations for "disabled individuals."
(1) Origin of request for this action: City Commission
(2) Primary staff contact: Robin M. Bird, Development Services Director
(3) Expiration of contract, if applicable:

(4) Fiscal impact and source of funding: None

Ext. 4634

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	2/8/2010	C.A. Memo #2010-716	
Planning & Zoning	2/7/2010	Approval Memo 10-09	

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance Workshop 1it Reading

Reading

Resolution lst Reading

Consideration

Results: Results:

ORDINANCE NO. 2010-

CITY OF POMPANO BEACH

Broward County, Flori4a

AN ORDINANCE AMENDING CHAPTER 155, "ZONING CODE," OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA, BY CREATTNG A NEW SECTION 155.063, "DISPENSING CONTROLLED SUBSTANCES," TO PROVIDE FOR REGULATIONS RELATING TO THE DISPENSING OF CONTROLLED SUBSTANCES; AND BY CREATING A NEW SECTION 155.029, "REASONABLE ACCOMMODATION," TO PROVIDE PROCEDURES FOR THE ACCOMMODATION OF PERSONS WITH DISABILITIES; PROVIDING FOR SEVERA13ILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach finds that it is in the best interest of the health, safety, and welfare of its residents, businesses, and visitors to enact regulations to provide for safer residential and commercial neighborhoods in the City; and

WHEREAS, the City Conuuission finds that the illegal sale, use, and delivery of controlled substances is a threat to the health, safety and welfare of the residents of the City; and

WHEREAS, the City Commission has recently been made aware by law enforcement and news reports that a pattern of illegal drug use and distribution has been associated with pain management clinics in neighboring municipalities, which dispense on-site narcotic drugs; and

WHEREAS, the City Commission has also been made aware of numerous newspaper stories in the recent past describing a "pipeline" of trafficicing dnigs from South Florida pain management clinics to users in other states, such as Kentucky, West Virginia., and Ohio; and

WHEREAS, the threat of increased crime associated with such clinics, is very significant and could undermine the economic laealth of the City's development and redevelopment efforts; and

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WHEREAS, the Florida Legislature has attempted to deter such illegal drug use, distribution and activities by the creation of a. secure and privacy-protected, statewide electronic system of monitoring prescription drug medication information, to encourage safer controlled substance prescription decisions and to reduce the number of prescription drug overdoses, deaths and related crimes; and

WHEREAS, it is the intent of this Ordinance not to interfere with the legitirnate medical use of controlled substances, but rather to prohibit the location of dispensing of narcotic drugs on site at medial offices, to the extent permitted by law; and

. WHEREAS, in the absence of regulations idenrifying vv-here narcotic drugs rnay be dispensed, the City's residents, visitors and businesses are more vulnerable to criminal actions, despite the provision of law enforcement services; and

WHEREAS, pursuant to Florida Statute 163.3174(4)(c), the Planning and Zoning Board, sitting as the Local Planning Agency, has determined that the change is consistent with and furthers the goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City Commission of the City of Pompano Beach adopts the findings in th.e Planning and Zoning Staff Report; and

WHEREAS, the City Commission of th.e City of Pompano Beach finds the Ordinance is consistent with the Comprehensive Plan.

WHEREAS, in accordance with Florida Statutes, Section 166.041(advertisements in accordance with said statute have been published in a newspaper of gen.eral paid circulation in. the City of Pompano Beach and of general interest and readership in the community, notifying the public of two public hearings on this proposed Ordinance; and

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WHEREAS, two public hearings have been held pursuant to said published hearings and all persons so desiring had the opportunity to be, and were in fact, heard; now, th.erefore, BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Section 155.063, "Dispensing Controlled Substances," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach, Florida, is hereby created to read as follows:

 155.063 DISPENSING CONTROLLED SUBSTANCES.

(A) The following shall be prohibited in medical offices, business offices or professional offices witlain every zoning district:

(1) On-site dispensing of controlled substances that are identified in Schedule II, III or IV in Section 893.03, 893.035 or 893.036, Florida Statutes, in medical office,s, business offices or professional offices unless otherwise expressly pertnitted by statutory or general law. The following are exempt from this prohibition:

(a) A health care practitioner when administering a controlled substance directly to a patient if the amount of the controlled substance is adequate to treat the patient during that particular treatm.ent session.

(b) A pharm.acist or health caxe practitioner when administering a controlled substance to a patient or resident receiving care as a patient at a hospital, nursing home, ambulatory surgical center, hospice or irttermediate care facility for the developmentally disabled which is licensed in this state.

(c) A health hare practitioner when administering a controlled substance in the emergency room of a licensed hospital.

(d) A health care practitioner when administering or dispensing a controlled substance to a person under the age of 16.

(e) A health care practitioner when dispensing a onetime, 72-hour emergency resupply of a controlled substance to a patient.

(B) Any request for reasonable accommodations to this section shall be governed by and processed pursuant to Section 155.029, Code of Ordinances.

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SECTION 2. That Section 155.029, "Reasonable Accommodation," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach, Florida, is hereby ,created to read as follows:

 155.029 REASONABLE ACCOMMODATION.

(A) This section implements the policy of the City of Pompano Beach for processing of requests for reasonable accommodation to its ordinances, rules, policies, and proced.ures for persons with disabilities as provided by the Federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131 et seq.) ("ADA"). For purposes of this section, a "disabled" individual or person is an individual that qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person who is disabled (or qualifying entities) may request a reasonable accommodation with respect to the City's land use or zoning laws, rules, policies, practices and/or procedures as provided by the FHA and the ADA pursuant to the procedures set out in this section.

(B) A request by an applicant for reasonable accommodation under this section shall be made in writing by completion of a reasonable accommodation request form, which form is naaintained by (and shall be submitted to) the Department of Development Ser-vices ("DDS"). The reasonable accommodation form shall contain such questions and requests for information as are necessary for processing the reasonable accommodation request. The reasonable accommodation request form shall be substantially in the form set forth below.

(C) Should the information provided by the applicant to the City include medical information or records, including records indicating the medical conclition, diagnosis or medical history of the applicant, such individual may, at the time of submitting such medical information, request that the City, to the extent allowed by law, treat such medical information as confidential information of -the applicant. The City shall thereafter endeavor to provide written notice to the

applicant, and/or their representative, of any request receive disclosure of die medical information or documentation which the applicant has previously requested, be treated as confidential by the City. The City will cooperate with the applicant, to the extent allowed by law, in actions initiated by such individual to oppose the disclosure of such medical information or documentation, but the City shall have no obligation to initiate, prosecute or pursue any such action, or to incur any legal or other expenses (whether by retention of outside counselor allocation of internal resources) in connection therewith, and may comply with any judicial order vvithout prior notice to the applicant.

(D) The City Manager, or his/her designee, shall have the authority to consider and act on requests for reasonable accomn-todation, after notice and public hearing to receive comments, input and information from the public (provided, however, the City Manager or designee sbqll not be required to render their decision at said public hearing). When a reasonable

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accommodation request form has been completed and submitted to the DDS, it will be referred to th.e City Manager, or designee, for review and consideration. The City Manager, or designee, shall issue a written determination within 45 days of the date of receipt of a. completed application and may, in accordance with federal law:

(1) Grant the accommodation request;

(2) Grant a portion of the request and deny a portion of the request, and/or impose conditions upon the grant of the request; or

(3) Deny the request, in accordance with federal law.

Any such denial shall be in writing and shall state the gratmds therefor. All written determinations shall give notice of the right to appeal. The notice of determination shall be sent to the requesting party (i.e. the app/icant or his/her representative) by certified mail, return receipt requested. If reasonably necessary to reach a determination on the request for reasonable accommodation, the City Manager, or designee, may, prior to the end of said 45-day period, request additional information from the requesting party, specifying in sufficient detail what information is required. The requesting party shall have. 15 days after the date of the request for additional infomiation to provide the requested information. In the event a request for additional information is made, the 45-day period to issue a written determination shall no longer be applicable, and the City Manager, or designee, shall issue a written detennination within 30 days after receipt of the additional information. If the requesting party fails to provide the requested additional information within said 15-day period, the City Manager, or designee, shall issue a written notice advising that the requesting party had failed to timely submit the additional information, and therefore the request for reasonable accommodation shall be deemed abandoned and/or withdrawn and no further action by the City with regard to said reasonable accommodation request shall be required.

(E) In determining whether the reasonable accommodation request shall be granted or denied, the requesting party shall be required to establish that they are protected under the FHA and/or ADA by demonstrating that they are handicapped or disabled, as defined in. the FHA and/or ADA. Although the definition of disability is subject to judicial interpretation, for purposes of this section the applicant must show:

(1) A physical or mental impairment, which substantially limits one or more major life activities;

(2) A record of having such impairment; or

(3) That they are regarded as having such impairment.

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Next, the requesting party will have to demonstrate that the proposed accommodations being sought are reasonable and necessary to afford handicapped/disabled persons equal opportunity to use and enjoy housing. The foregoing (as interpreted by the courts) shall be the basis for a decision upon a reasonable accommodation request made by the City Manager, or designee, or by the City Commission in the event of an appeal.

(F) Within 30 days after the City Manager's, or designee's, determination on a reasonable accommodation request is mailed to the requesting party, such applicant may appeal the decision. All appeals shall contain a statement containing sufficient detail of the grounds for the appeal. Appeals shall be to the City

Commission who shall, after public notice and a public hearing determination as soon as reasonably practicable, but in no event later than 60 days after au appeal has been filed.
(G) There shall be no fee im.posed by the City in connection with a request for reasonable accommodation under this section or an appeal of a determination on such request to -the City Cointnission, and the City shall have no obligation to pay a requesting party's (or art appealing party's, as applicable) attorneys' fees or costs in connection with the request, or an appeal.
(H) While an application for reasona.ble acconunodation, or appeal of a determination of same, is pending before the City, the City will not enforce the subject zoning ordinance, rules, policies, and procedures against the applicant.
(I) The following general provisions shall be applicable:
(1) The City shall display a notice in the City's public notice bulletin board (and shall maintain copies available for review in the DDS and the City Clerk's office), advising that public disabled individuals (and qualifying entities) may request reasonable accommodation as provided herein..
(2) An applicant may apply for a reasonable accomraodation on his/her own behalf or may be represented at all stages of the reasonable accommodation process by a person designated by the applicant.
(3) The City shall provide such assistance and accommodation as is required pursuant to FHA. and ADA in connection with a disabled person's request for reasonable accommodation, including, without limitation, assistance with reading application questions, responding to questions, completing the form, filing an appeal, and appearing at a hearing etc. to ensure the process is accessible.
Reasonable accommodation request fonn:
1. Name of Applicant:
Telephone Number:
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2. Address:
3. Address of housing crr other location at which accommodation is requested: .
4. Describe qualifying disability or handicap:
5. Describe the accomm.odation and the specific regulation(s) and or procedure(s) from which accommodation is sought:
6. Reasons th.e reasonable accommodation may be necessary for the individual with disabilities to use and enjoy the housing or other service:
7. Name, address and telephone number of representative, if applicable:
8. Other information:
9. Signature of Applicant or Representative, if applicable, or Qualifying Entity:
Date
SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.
SECTION 4. This Ordiniance shall become effective upon passage.
PASSED FIRST READING this day of , 2010.
PASSED SECOND READING this day of , 2010
LA.MAR FISHER, MAYOR
ATTEST:
MARY L. CHAMBERS, CITY CLERIC
GBL/jrm
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1 ORDINANCE 5, 2010
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- 3
4 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM
5 BEACH GARDENS, FLORIDA AMENDING CHAPTER 78. LAND
6 DEVELOPMENT. BY ADOPTING NEW SUBSECTION 78-
7 159(j)(47.1) AND BY AMENDING TABLE 21: PERMITTED,
8 CONDITIONAL AND PROHIBITED USE CHART IN ORDER TO
9 ADOPT REGULATIONS PERTAINING TO MEDICAL OFFICES;
10 FURTHER AMENDING CHAPTER 78 AT SECTION 78-751.

DEFINMONS. BY REPEALING THE DEFINITIONS OF "DRUGSTORE OR PHARMACY", "OFFICE, MEDICAL OR DENTAL", AND "OFFICE, BUSINESS OR PROFESSIONAL" AND READOPTING SAME, AS REVISED, IN ORDER TO REVISE AND CLARIFY SUCH DEFINITIONS; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 78. LAND DEVELOPMENT. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Palm Beach Gardens has determined that in the absence of regulations identifying where narcotic drugs may be dispensed, the City's residents, visitors, and businesses are more vulnerable to criminal actions, despite the provision of law enforcement services; and

WHEREAS, the City Council finds that the illegal sale, use, and delivery of controlled substances is a threat to the health, safety, and welfare of the residents of the City; and

WHEREAS, the City Council has recently been made aware by law enforcement and news reports that a pattern of illegal drug use and distribution has been associated with pain management clinics in neighboring municipalities, which dispense narcotic drugs on site; and

WHEREAS, the City Council has determined that a need exists to adopt regulations that identify where narcotic drugs may be dispensed in order to deter criminal activity and promote the public health, safety, and welfare; and

WHEREAS, it is not the intent of this Ordinance to interfere with the legitimate medical use of controlled substances, but rather to prohibit the dispensing of narcotic drugs on site at medical offices, to the extent permitted by law; and

WHEREAS, this Ordinanc.e was reviewed by the Planning, Zoning, and Appeals Board, sitting as the Local Planning Agency, at a public hearing on February 9, 2010, and the Board recommended approval by a vote of 7 to 0; and

WHEREAS, the City Council deems approval of this Ordinance to be in the best interests of the health, safety, and welfare of the residents and citizens of the City 0 Palm Beach Gardens and the public at large.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA that:

SECTION 1. Chapter 78, Land Development of the Code of O
City of Palm Beach Gardens, Florida is hereby amended by adopting new subsection 78-159(j)(47.1) and annotating Table 21: Permitted, Conditional and Prohibited Use Chart at "Office, medical or dentar by adding "Note" 47.1 in order to adopt regulations regarding the locations and circumstances under which narcotic drugs may be dispensed; providing that Section 78-159 shall hereafter read as follows:

Sec. 78-159. Permitted uses, minor and major conditional uses, and prohibited uses.

(a) □ (i) (These subsections shall remain in full force and effect as previously enacted.)

Table 21: Permitted, Conditional, and Prohibited Use Chart, is hereby amended such that "47.1" shall be added to the "Note" column at "Office, Medical or Dental."

(j) Additional Standards. The following standards apply to specific uses as indicated in the "Note" column of Table 21.

(1) □ (47) (These subsections shall remain in full force and effect as previously enacted.)

(47,1) Office, medical or dental. Medical or dental offices shall be subiect to the following regulations:

a. On-site dispensing of controlled substances that are identified in Schedules II, III, or IV in Sections 893.03. 893.035. or 893.0356, Florida Statutes, is strictly prohibited, unless otherwise expressly permitted bv statutory or general law. However, the following are exempt from this prohibition:

1. A health care practitioner when administering a controlled substance directly to a patient if the amount of the controlled substance is a/leauate to treat thepatient during that particular treatment session.

2. A pharmacist or health care practitioner when administering a controlled substance to a patient or resident receiving care as a Patient at a hospital. nigsina home. ambulatory surgical center. hospicer or intermediate care facility for the developmentally disabled which is licensed by the state.

3. A health care practitioner when administering a controlled substance in the emergency room of a licensed hospital.

4. A health care practitioner when administering or dispensing a controlled substance to a person under the age of 16.

5. A health care practitioner when dispensing a one-time. 72-hour emergency resupply of a controlled substance to a patient.

b. Additionally, the health care DractitIoner responsible for the operation

and/or supervision of any medical or dental office ?ffidavit acknowledging the reaulations set forth hereinabove prior to payment of the require(' business tax, and annually thereafter upon renewal of same Prior to the issuapw of a business tax receipt. Failure or refusal to execute the required affidavit shall constitute Prima facie evidence that the sublect medical or dental office is operating in violation of the code of ordinances. which may result in code enforcement action, revocation of business tax receipt, and/or any other actions permifted by law.

(48) (70) (These subsections shall remain in full force and effect as previously enacted.)

SECTION 2. Chapter 78, Land Development of the Code of Ordinances of the City of Palm Beach Gardens, Florida is hereby amended at Section 78-751. "Definitions." by repealing the definitions for the terms "Drugstore or pharmacy", "Office, medical or dental", and "Office, business or professional" and readopting same as revised, providing that each of which shall be placed in alphabetical order in the list of definitions; providing that "Drugstore or pharmacy", "Office, medical or dental", and "Office, business or professionar shall hereafter be defined and read as follows:

Drugstore or phannacy, general means a retail store which sells or dispenses drugs, including "controlled substances" as defined in Chapter 893. Florida Statutes, pharmaceuticals, medical supplies, items for personal hygiene, and a wide variety of convenience or consumer goods such as beverages, pre-packaged foods, books and magazines, beauty products, tobacco products, and alcoholic beverages.

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Ordinance 5, 2010
Office, medical or dental means an establishment facifltv effering patients ef Pler-ida providing health care ts chirooractors, osteoPaths, physical therapists, nurses. acuouncturists, podiatrists, optometrists, psychiatrists (who are also known as health care practitioners), or others who are duly licensed to practice their respective medical or dental profession in the State of Florida, as well as others, including, but not limited to, technicians and assistants who are acting under the supervision and control of a licensed health care practitioner.

Office, business or professional means an establishment providing executive, management, and professional services to the public, including1 but not limited to, the following; advertising services, business offices of private companies, business offices of utility companies, public or nonprofit agencies, trade associafions, and employment

17 offices; excluding day labor and labor pool services; profe
offices
18 for accounting, architecture, computer technology, design, engineering,
landscape
19 architecture, law, urban planning, and similar professions; property and
financial
20 management, real estate; secretarial and telecommunication services; and travel
21 agencies. This definition does not include offices for the treatment of animals
on the
22 premises nor does it include Medical or Dental Offices.
23
24 SECTION 3. All ordinances or parts of ordinanc.es in conflict be and the same
are
25 hereby repealed.
26
27 SECTION 4. Should any section or provision of this Ordinance or any portion
28 thereof, any paragraph, sentence, or word be declared by a court of competent
jurisdiction
29 to be invalid, such decision shall not affect the validity of the remainder of
this Ordinance.
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31 SECTION 5. Specific authority is hereby given to codify this Ordinance.
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33 SECTION 6. This Ordinance shall become effective immediately upon adoption.
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Ordinance 5, 2010
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4 second and final reading.
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7 CITY OF PALM BE CH NS
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23 Robert G. Premuroso, Councilmember
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PASSED AND ADOPTED this /64) day of Fcii□wal , 2010, upon
FOR AGAINST ABSENT
Patricia Snider, C C, City Clerk
L hman, City Attorney
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CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Commission

DATE: December 12, 2023

SUBJECT: Discussion and possible action regarding chain link fence accompaniments, including but not limited to slats, to provide for a waiver in the event of a windstorm or other weather-related incidents. **Commissioner Mallozzi**

RECOMMENDATION:
Commissioner Mallozzi requests a discussion and possible regarding chain link fence accompaniments, including but not limited to slats, to provide for a waiver in the event of a windstorm or other weather-related incidents.

BACKGROUND OF ITEM:
The Code currently states:

(a) *Applicability.* All fences, walls and hedges shall be regulated by the provisions contained in this section…

(c) *Materials.* All fences and walls shall be constructed of materials appropriate to their purpose and location. Treated wood, concrete/masonry, chain link, or similar materials as approved by the building department are permitted. Provided, however, that barbed wire, oriented in toward the property on which the fence is located, shall be permitted in U-1 (utility) district, CS (community services) district, and on any other municipality-owned property, regardless of the zoning district designation, such fence to be shielded by hedge material and/or landscaping; and further providing that barbed wire shall not be installed on fences of less than eight feet in height nor on fences surrounding swimming pools. Applicants are encouraged to use recycled plastic and/or other attractive, non-deteriorating materials. All walls shall have, at a minimum, a “drip edge” detail at the top of the wall to prevent water damage. Cloth, fabric, canvass, silt screens, mesh, or other such material shall not be attached to a fence or windscreen unless otherwise required by law; however, such materials may be used at government-owned facilities and recreational facilities in the City, subject to the approval of the chief building official. The chief building official or his designee shall make all final decisions as to the design and materials for fences or walls.

(1) Rear or side yard concrete masonry walls on double frontage residential lots shall be maintained by the property owner, as specified herein.
   a. The property owner shall maintain said wall in a clean condition, free from cracks greater than 1/6 of an inch in width, graffiti, peeling paint and missing materials.
   b. When repainting is needed, the wall shall be repainted with "Sherwin Williams Creamy White" (No. SW2445) and the trim shall be repainted with "Glidden The Hunt" (No. 03884), or a product identical in color, shade and hue.

FISCAL IMPACT:
N/A

ALTERNATIVES:
N/A

ATTACHMENTS:
Ex.1 – Section 23-90 – City's Code of Ordinances.
Ex.2 – Section 2224 – Florida Building Code

Sec. 23-90. Fences, walls and hedges.

(a) *Applicability.* All fences, walls and hedges shall be regulated by the provisions contained in this section.

(b) *Permit.* All fences and walls shall require a building permit prior to the installation or erection and, prior to the issuance of such permit, plans for the fences, or walls shall be determined to be in compliance with the requirements of this section and all applicable requirements of the City's code, and the South Florida Building Code. Application for such permit shall accurately identify the property upon which the fence, wall or hedge is to be placed, and the actual location on the property of the fence, wall or hedge which shall be clearly inside of the property line.

(c) *Materials.* All fences and walls shall be constructed of materials appropriate to their purpose and location. Treated wood, concrete/masonry, chain link, or similar materials as approved by the building department are permitted. Provided, however, that barbed wire, oriented in toward the property on which the fence is located, shall be permitted in U-1 (utility) district, CS (community services) district, and on any other municipally-owned property, regardless of the zoning district designation, such fence to be shielded by hedge material and/or landscaping; and further providing that barbed wire shall not be installed on fences of less than eight feet in height nor on fences surrounding swimming pools. Applicants are encouraged to use recycled plastic and/or other attractive, non-deteriorating materials. All walls shall have, at minimum, a "drip edge" detail at the top of the wall to prevent water damage. Cloth, fabric, canvass, silt screens, mesh, or other such material shall not be attached to a fence or windscreen unless otherwise required by law; however, such materials may be used at government-owned facilities and recreational facilities in the City, subject to the approval of the chief building official. The chief building official or his designee shall make all final decisions as to the design and materials for fences or walls.

(1) Rear or side yard concrete masonry walls on double frontage residential lots shall be maintained by the property owner, as specified herein.

a. The property owner shall maintain said wall in a clean condition, free from cracks greater than 1/16 of an inch in width, graffiti, peeling paint and missing materials.

b. When repainting is needed, the wall shall be repainted with "Sherwin Williams Creamy White" (No. SW2445) and the trim shall be repainted with "Glidden The Hunt" (No. 03884), or a product identical in color, shade and hue.

(d) *Easements and rights-of-way.* No fence, wall or hedge may be located within any easement or right-of-way or enclose any water meter box, manhole, fire hydrant and/or utility pole except as follows:

(1) No fence, wall or hedge shall be located within any public or private right-of-way, right-of-way easement, utility or drainage easement, unless specifically authorized by the City Engineer and Public Works Director, and/or the holder of the easement.

(2) No fence, wall or hedge shall enclose a water meter box, manhole, fire hydrant, and/or utility pole unless specifically authorized by the City Engineer.

(3) Fences, walls and hedges may be permitted within utility and drainage easements subject to:

a. A suitable gate or opening being provided which enables access to any utilities, meters or like facilities;

b. The right of the City to remove, without cost or obligation to replace or restore, any such fence or wall and landscaping as may be necessary to maintain the utilities located in the easement;

c. Easement agreement from easement holders—Florida Power and Light, Central Broward Water Control District, the authorized franchise phone company, the authorized franchise cable company, the City's Utility Department, etc.; and

d. Approval of plans showing that fence, wall or hedge will not interfere with or cause damage to any utilities located in said easement.

(e) *Orientation.*

(1) Fences and walls shall be oriented so that the side of the fence or wall facing or viewable from a street right-of-way or an adjoining property is the finished side, with all support posts and stringers facing inward toward the property upon which the fence or wall is located. However, as determined by the Building Official or designee, if access to a portion of a fence is wholly or partially blocked by a building, fence, wall or other structure or by foliage which conceals the fence proposed to be constructed, located upon adjoining property and adjacent to, but not necessarily abutting, the property line, the support posts for that portion of the fence, but not the stringers, may be installed on the outside of the fence, facing away from the property upon which the fence is located.

(2) All fences constructed on residential lots in yards which abut a public or private road right-of-way and are along an uninterrupted line of fencing of double frontage lots (i.e., double frontage lot rear fences and street side yard fences associated with those double frontage lot rear fences), subsequent to the effective date of this section (July 25, 2006), shall be shadowbox design on the exterior street-side view with a natural wood appearance in order to maintain visual continuity along the streetscape of the double frontage lots. Where adjacent roadway or sidewalk construction or improvements have modified the uninterrupted shadowbox fence adherence criteria, an alternative fencing material may be substituted for the shadowbox design where it is of compatible color and design to the modified condition or where it will blend with the adjacent fence material to maintain visual continuity along the streetscape. Any duly-recorded covenants and restrictions or Homeowners' Association regulations otherwise filed with the City governing the uniform and perpetual maintenance of fences as a specific design shall prevail with regard to this provision. Fences of other construction which were legally constructed prior to the effective date of this section shall comply with the non-conforming use provisions contained within section 23-156 of this Code. Provisions of this section shall supersede fence requirements of section 25-72(d), provided such fences shall match finish/color to that which exists in the existing fence line directly to each side of that which is to be installed.

(f) *Height and location on lot.* Fence and wall heights shall be measured from the existing finished first floor level and the top of the fence or wall shall not exceed six feet above the said first floor level nor exceed seven feet above grade when abutting a residential lot. For double frontage lots along SW 100th Avenue between SW 49th Street on the north to SW 53rd Street on the south, fence and wall heights along rear property lines may not exceed six feet as measured from the finished elevation of the abutting sidewalk. For the safety of the adjacent roadways and neighborhood:

(1) No fence, wall or hedge will be allowed to be installed or constructed within the setback area from a street right-of-way, except as provided for in subsection (3) hereof.

(2) No fence or wall will exceed six feet in height, except as permitted in subsection (f) above or subsection (j)(2) below. Any fence or wall which exceeds six feet in height shall require a signed plan from a licensed architect or engineer.

a. Fences or walls in U-1 (utility) district, CS (community services) district, on any municipally-owned property regardless of its zoning district designation, and surrounding swimming pools that are open and available for public or semi-private use (i.e., swimming pools in common areas owned by homeowners' associations for the exclusive use of the residents and invitees of the subdivision), shall be permitted to be eight feet in height.

(3) On a corner lot in a residential district, fences, walls or hedges may be erected in the side yard abutting the street. On corner lots in a residential district, the location of fences, walls and hedges shall conform to district regulations, except if the fence, wall or hedge will not obstruct the view of a driver approaching the intersection, only then may be the fence, wall or hedge be brought out to the

property line, but may never extend past the front of the house. When the corner lot is other than rectangular in shape, prior approval by the Building Official and the Police Chief, or their designees, shall be required to ensure adequate vision to a driver of a vehicle.

(4) Where a hedge is required to screen an off-street parking area or other vehicular use area from a public right-of-way or abutting property in a residential district, the hedge shall be maintained at height of not less than four feet. Provided, however, that where hedge materials are planted within 30 inches of a free-standing masonry wall, the hedge shall be maintained at a height equal to the height of the wall. This section is not intended to amend the provisions of the landscaping code which shall prevail as to the minimum required height of hedges at the time of installation. Property owners, including homeowners' association, which violate the provisions of this section, shall be subject to an administrative fine of $300.00 per violation, said fine to be expended on the purchase and installation of additional plant materials within the development or property subject to the fine.

a. For purposes of this section, the following definitions shall be applicable:

1. A violation shall be determined if 40 percent or more of any mature, continuous, contiguous hedge, exclusive of any breaks or interruptions for the display of architectural detailing pursuant to subsection b, below, is trimmed below the height of the adjacent freestanding masonry wall.

2. Hedge shall be defined as a continuous row of plantings including the following plant materials:

Botanical Name	Common Name
Allamanda neriifolia	Shrub Allamanda
Schefflera arboricola	Dwarf Schefflera
Conocarpus erectus	Green Buttonwood
Conocarpus e. "sericeus"	Silver Buttonwood
Chrysobalanus icaco	Cocoplum
Hedge Eugenia uniflora	Cherry Hedge
Ficus benjamina	Ficus Hedge
Galphimia gracilis	Thyrallis
Hamelia patens	Firebush
Hibiscus rosa sinensis	Hibiscus
Hedge Ixora "nora grant"	Ixora Hedge
Jatropha hastata	Jatropha
Ligustrum lucidum	Glossy Privet
Murraya paniculata	Orange Jasmine
Myrica cerifera	Wax Myrtle
Nerium oleander	Oleander Hedge
Podocarpus macrophyllus	Japanese Yew
Syzygium peniculatum	Myrtifolia
Viburnum odoratissmum	Sweet Viburnum
Viburnum suspensum	Sandankwa Viburnum

b. Exemption: In any case where a free-standing masonry wall includes a particular architectural feature (including but not limited to a line of accent tiles or color within 12 inches of the top of the wall, or an interruption in the wall for decorative fencing), hedges may be maintained at a height lower than the height of the wall to ensure visibility of such architectural feature, not to exceed six inches below the level of the architectural feature.

In instances where there are extraordinary circumstances or conditions, the Chief Building Official shall be entitled to determine the beginning elevation and height of the fence, wall or hedge.

(g) New double frontage lots: The City Code specifically prohibits double frontage lots, however, should the City Commission waive the prohibition of double frontage lots as provided in section 24-63(a) of this Code, then the following conditions shall affect a fence or wall constructed at the rear yards of such lots:

(1) A landscaped buffer zone shall be required as set forth in section 25-42 of the City Code.

(2) The fence or wall shall be constructed at the rear of the required "buffer zone" from the street right-of-way. The fence shall be constructed in shadowbox design with a natural wood appearance.

(3) Any fence or wall constructed by any developer of a subdivision subsequent to the date of the adoption of this Code section shall provide for a homeowners' association or similar owner association which shall be responsible for the maintenance of the "buffer zone" landscaping and irrigation and the fence or wall.

(h) *Landscaping and irrigation.* Fences and walls located within a setback area from a street right-of-way shall be landscaped and irrigated on the outside, or right-of-way side, of the fence or wall in accord with all provisions and specifications contained in this subsection and in accord with a landscape plan approved by the City Commission or the Public Works Director or his designee, as provided in the City Code. All plant materials shall be maintained by the property owner in a healthy and orderly condition; any materials not so maintained may be ordered to be replaced at the direction of the code enforcement officer. Any landscaping in proximity to a public sidewalk shall be maintained so that none of the landscaping encroaches upon the sidewalk. All required plant materials shall adhere to the following:

(1) Shrubs or hedges shall be planted along the lineal distance of the fence or wall generally parallel to the street right-of-way.

(2) All fences and walls located within a setback area from a street right-of-way shall be provided with an opening or gate of sufficient width to allow access outside of the area enclosed by the fence or wall to such right-of-way for the purpose of facilitating maintenance of any required landscaping, irrigation and the street right-of-way.

(3) Shrubs shall be planted at a minimum height of two feet so as to achieve a minimum maintained height of three feet upon maturity, achieve a density so as to obscure the fence or wall and maintained no higher than the fence or wall.

(i) *Maintenance.* All fences, walls and hedges installed or constructed pursuant to this section shall be maintained as set forth in the approved plans and in a structurally sound and aesthetically attractive manner. Specifically:

(1) A fence or wall shall be maintained in a vertical position, and shall not be allowed to sag or lean at more than ten degrees from vertical, unless the fence or wall is specifically designed and permitted to be maintained at such an angle.

(2) Each support post or footer shall be solidly attached to the ground.

(3) Each fence stringer shall be securely fastened to the support posts and face of the fence.

(4) Each fence face shall be securely fastened to the support post and fence stringers; and

(5) All fence or wall surfaces shall be painted, stained, treated or otherwise maintained so as to present a uniform appearance; however, this section is not intended to prohibit the maintenance of fences in which a deteriorated section of the fence is replaced with new material which will take some time to "age" or "weather" to replicate the appearance of the original fence. All fence's finish/color shall match that which exists in the existing fence line directly to each side of that which is installed or to be installed. Provided, however, this shall not apply if the applicant replaced the fence with recycled plastic or other non-deteriorating materials.

(6) All walls shall be maintained in a clean condition, free from cracks greater than 1/16th of an inch in width, dirt, grime, stains, graffiti, peeling paint and missing materials, and mildew, discoloration, fading, mold and be aesthetically pleasing to surrounding properties, and shall be in good repair. All walls finish/color shall match that which exists in the existing wall line directly to each side of that which is installed or to be installed.

(7) When any single sight view of a fence or wall is subject to any of the abovementioned deficiencies, then the owner shall upon notice by the City take immediate steps to correct the violation.

(j) *Miscellaneous provisions:*

(1) The following persons shall be responsible for the implementation of the provisions of this section of the code:

a. Any person whom the current real estate property tax rolls of the Broward County Property Appraiser's Office reflects hold a legal interest, or

b. A person with a recognizable legal interest in the premises, or in control of a dwelling or part of the premises with or without the legal consent of the true owner.

(2) Non-residential zone classifications, either directly or across an alley, street, drainage ditch or waterway, from residential districts, must have a seven foot wall constructed on the boundary lines of the property so abutting such residential districts. Such wall must be constructed of concrete masonry, and its height shall be measured from the highest adjacent grade. The Chief Building Official shall make all final decisions as to the appropriate height of the wall.

(3) Requirements of this section may be superseded on projects subject to design approval by the City Commission.

(4) The City Commission, in considering any subdivision plat, may require that masonry walls be constructed for screening purposes, and may fix the height of said wall, which height may exceed the limitations set forth in this chapter when the wall is required for screening purposes. The City Commission in requiring a wall be constructed for screening purposes, may take into consideration the following:

a. Design of wall for appearance;

b. Location of wall; and

c. Impairment of visibility at streets or driveways.

d. Appropriate landscaping and irrigation.

(5) Those properties located within a subdivision which, in conjunction with the approval of the subdivision, were required to have a fence, wall or hedge shall not be permitted any additional or substitute fences or walls which otherwise contravene the general purpose and uniformity afforded by the plan.

(k) *Notice and penalties:*

(1) In enforcing the provisions of this section against residential premises, the City may utilize those procedures set forth in code section 6-43 through 6-45 by citing the property owner and/or the occupant of the affected property.

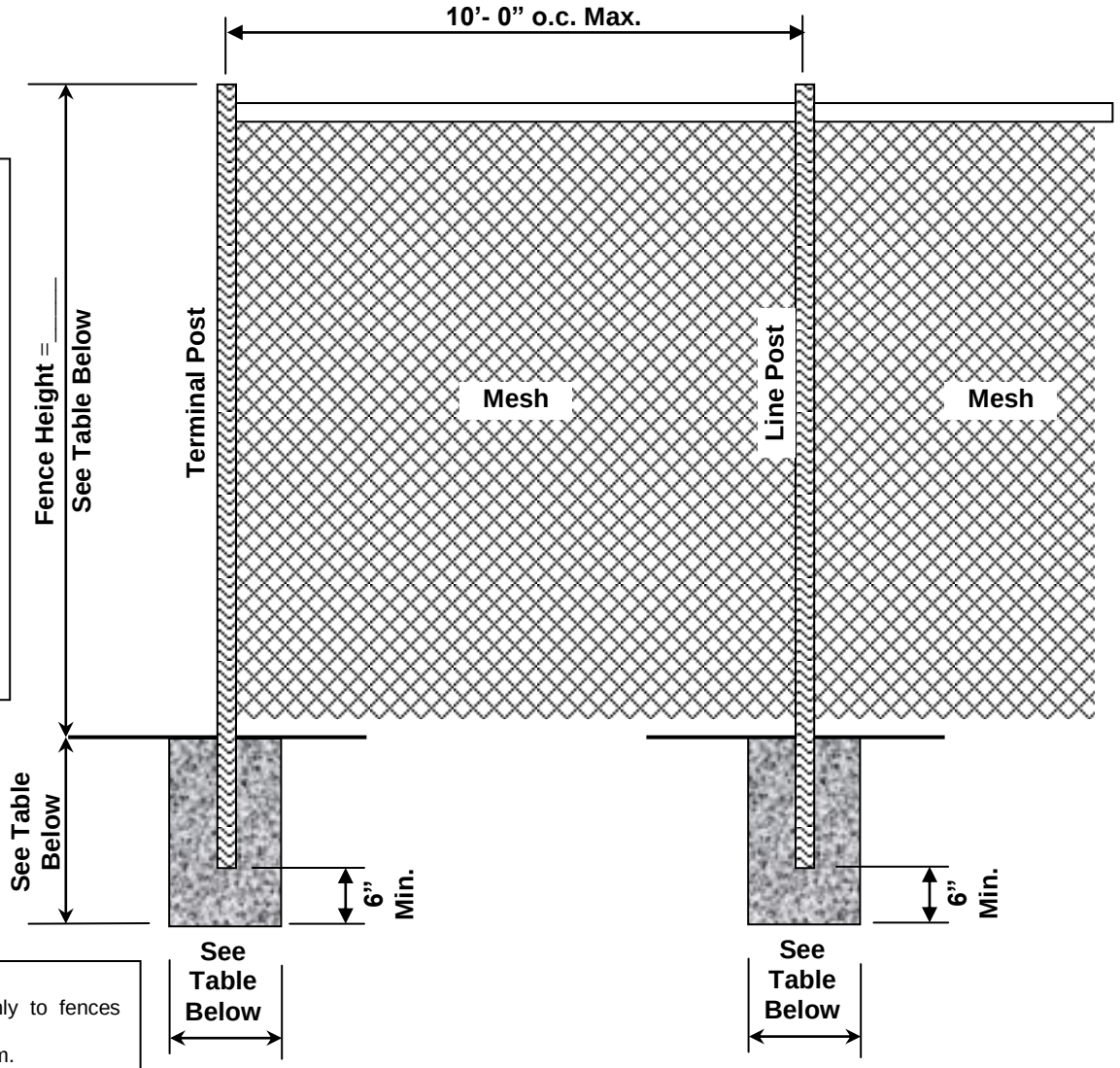
(2) The provisions of this section shall be in addition to such other remedies as may be provided by law or ordinance. The violation of, or failure to comply with any provisions of this section, shall subject the offender, upon conviction, to a fine not to exceed $500.00.

(3) Under the provisions of this section, each day a violation of this section exists shall constitute a separate offense and shall be subject to a separate penalty.

(Ord. 98-1-1, § 1, 1-13-98; Ord. No. 98-8-1, § 1, 8-11-98; Ord. No. 01-1-4, § 1, 1-23-01; Ord. No. 06-07-03, § 1, 7-25-06; Ord. No. 14-4-2, § 2, 4-22-14; Ord. No. 18-7-1, § 2, 2018; Ord. No. 19-6-1, § 2, 2019; Ord. No. 22-3 , § 2, 4-12-22)

CHAIN LINK FENCE DESIGN DETAIL

N.T.S. **(ACCORDING TO THE F.B.C. 2020 SECTION 2224)**



Notice to Properties with Pools:

If the fence is to meet the criteria as a **pool barrier**, the fence shall not be climbable and all rails must be placed facing the inside of the property. Pedestrian gates shall have self-closing and latching devices installed at a minimum of 54" above ground. For further details see Section 454 of FBC.

General Notes:

1. This table is applicable only to fences with unrestricted airflow.
2. Fabric: 12-1/2 gage minimum.
3. Tension Bands: Use one less than the height of the fence in feet evenly spaced.
4. Fabric Ties: Must be minimum the same gage of the fabric.
5. Fabric Tie Spacing on the Top Rail: Five ties between posts, evenly spaced.
6. Fabric Tie Spacing on Line Posts: One less than height of the fence in feet, evenly spaced.
7. Either top rail or top tension wire shall be used.
8. Braces must be used at Terminal Post if top tension wire is used instead of Top Rail.
9. In order to follow the contour of the land, the bottom of the fence may clear the contour of the ground by up to 5 inch without increasing table values to the next higher limit.

Fence Height	Terminal Post Size & Thick	Terminal Post Footing	Line Post Size & Thick	Line Post Footing
Up to 4'	2-3/8" x 0.042	10" x 24"	1-5/8" x 0.047	8" x 24"
Over 4' to 5'	2-3/8" x 0.042	10" x 24"	1-7/8" x 0.055	8" x 24"
Over 5' to 6'	2-3/8" x 0.042	10" x 24"	1-7/8" x 0.065	8" x 24"
Over 6' to 8'	2-3/8" x 0.110	10" x 24"	2-3/8" x 0.095	10" x 36"
Over 8' to 10'	2-7/8" x 0.110	12" x 40"	2-3/8" x 0.130	10" x 40"
Over 10' to 12'	2-7/8" x 0.160	12" x 42"	2-7/8" x 0.120	12" x 42"
Over 12'	Section 2224.1 FBC: Fences over 12' height shall be designed according to the loads specified in Chapter 16 (HVHZ).			

WOOD FENCE REQUIREMENTS AS PER FBC 2020

FBC 2020 Section 2328: HIGH VELOCITY HURRICANE ZONES: WOOD FENCES

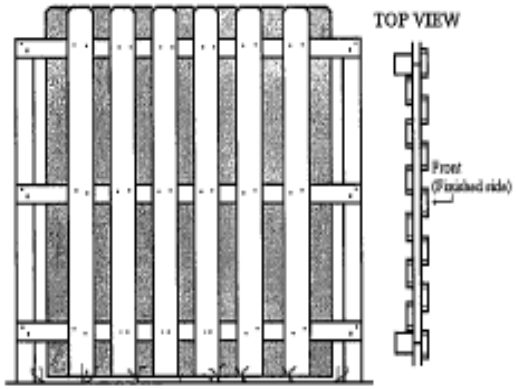
2328.1 Wood fences, so located on a property that by zoning regulations they cannot be used as a wall of a building, shall be constructed to meet the minimum specifications in 2328.2 and 2328.3.

2328.2 Fences not exceeding 6 feet (1829 mm) in height, shall be constructed to meet the following minimum requirements from nominal 4 X 4 X 8 posts No. 2 grade or better spaced 4 feet (1219mm) on center, and embedded 2 feet (610 mm) into a concrete footing 10 inches (254 mm) in diameter and 2 feet (610 mm) deep.

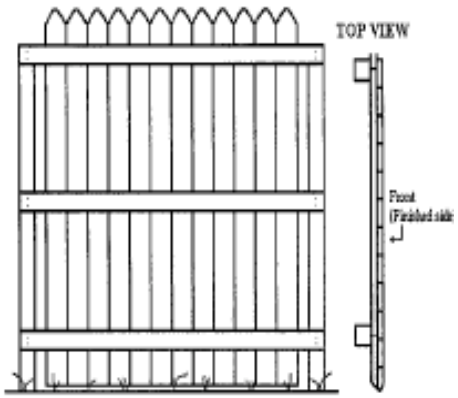
2328.3 Fences not exceeding 5 feet (1524 mm) or 4 feet (1219 mm) in height shall constructed as provided in 2328.2 except that the spacing of posts may be increased to 5 feet (1524 mm) and 6 feet (1829 mm) on center for those heights respectively.

Wood fences not exceeding 6'-0" in height may be constructed to meet the following minimum requirements:

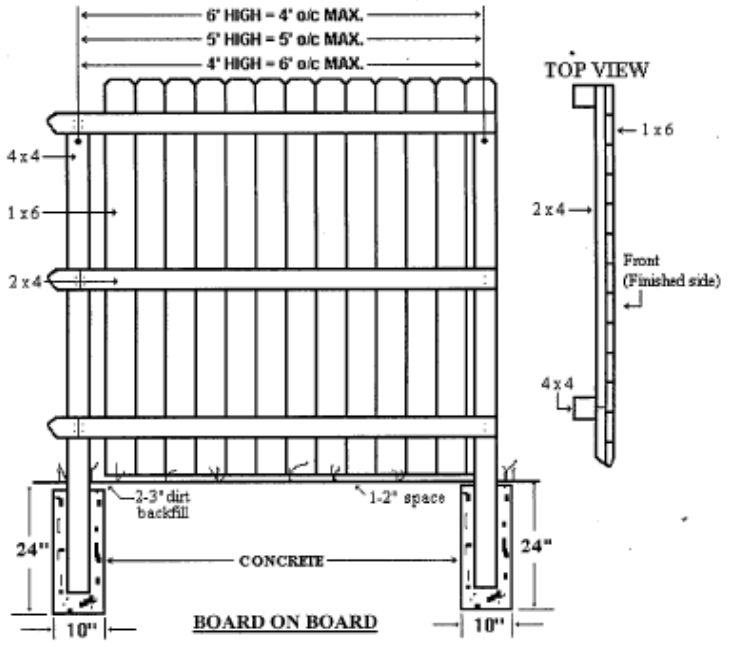
(1) Vertical post of nominal 4x4 spaced a maximum of 4' o/c for 6' high fences; 5' o/c for 5' high fences, 6' o/c for 4' high fence.
(2) Post shall be embedded 2'0" into concrete footing 10" in diameter and 2'0" deep.
(3) 2x4 material shall be fastened with (2) #16D galv. nails at each attachment.
(4) All lumber shall be a minimum of #2 grade or better.
(5) All fasteners shall be corrosion resistant.
(6) Fence boards less than 8" wide shall be fastened with (2) #8 D galv. nails at each connection point.



SHADOW BOX



STOCKADE



BOARD ON BOARD

FOR FENCE USED AS POOL BARRIER, THE FOLLOWING CODE SECTIONS SHALL BE TAKEN INTO CONSIDERATION:

FBC 454.2.17.1.5. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, spacing within the cuts shall not exceed 1¾ inches (44 mm) in width.

FBC 454.2.17.1.8 Access gates, when provided, shall be self-closing and shall comply with the requirements of Sections **454.2.17.1.1** through **454.2.17.1.7** and shall be equipped with a self-latching locking device located on the pool side of the gate. Where the device release is located no less than 54 inches (1372 mm) from the bottom of the gate, the device release mechanism may be located on either side of the gate and so placed that it cannot be reached by a young child over the top or through any opening or gap from the outside. Gates that provide access to the swimming pool must open outward away from the pool. The gates and barrier shall have no opening greater than ½ inch (12.7 mm) within 18 inches (457 mm) of the release mechanism.

CITY OF COOPER CITY
COMMUNITY DEVELOPMENT DEPARTMENT/BUILDING DIVISION
9090 SW 50 PLACE
COOPER CITY, FL 33328
(954) 434-4300

Hold Harmless Agreement for Privacy Screening

I _____ am the owner/authorized representative of the property located
(Print Name)
at _____ with folio number _____ in the City of Cooper City.
(Property Address) (Folio Number)
I have a new or existing _____ fence constructed based on the code
(circle one) (ie: Wood, Chain link, PVC, Metal)
prescriptive engineering plans for wood or chain link provided by the Florida Building Code or specific signed and sealed plans for all other fence types designed by a Florida Licensed Architect/Engineer.

I understand that adding temporary privacy screening not included in the approved engineering plans will interfere with the unrestricted airflow requirement in the approved plans effecting the structural integrity of the fence.

I understand that any adverse effects that adding the temporary privacy screening may cause to the integrity of the fence will remain the sole responsibility of the property owner/authorized representative.

I understand that under any circumstances where there is a named storm or anticipated winds of 35mph or more, the property owner/authorized representative will be responsible for removing the temporary privacy screening immediately until such conditions have ceased.

_____ _____
Signature of Owner/authorized Representative * Date

_____
Print Name of Owner/Authorized Representative

Sworn and Subscribe before me this _____ day of _____, 20_____,
by _____.

☐ Personally known ☐ Produced identification

Type of Identification Produced: _____

Signature of Notary Public: _____

Print name of Notary Public: _____

*Note: If signed by Authorized Representative, please provide a separate notarized Letter of Authorization signed by the property owner

CITY OF Cooper City
Someplace Special

CITY COMMISSION STAFF REPORT

DEPARTMENT: Commission

DATE: December 12, 2023

SUBJECT: Discussion and possible action regarding mold in the Cooper City Fire Station. – **Commissioner Mallozzi**

RECOMMENDATION:
Commissioner Mallozzi requests a discussion and possible action regarding mold in the Cooper City Fire Station.

ATTACHMENTS:
1. Certificate of Analysis
2. Photos

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	12/01/23 09:16 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	12/01/23 10:29 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	12/01/23 01:25 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	12/01/23 05:09 PM
Allen, Tedra	END WORKFLOW - APPROVED		12/01/23 05:17 PM

Total CFUs									

Certificate of Analysis
Fungi, Petri Dish Direct Exam/SOP IV.11.19
AIHA-EMLAP ID#232034

Collected [redacted]
Number of Samples:

Date Collected: 10/16/2023
Date Received: 10/19/2023
Date Analyzed: 10/23/2023
Date Reported: 10/23/2023

Project Location: N/A

Lab Sample Number:	834-04
Client ID Number:	Sample 4
Sample Location:	**Front Entrance**

Sample Type	Settling Plate
Media Used	Unknown
Sample Volume(m³)	NA
Detection Limit (CFU/m³):	1

	Raw Count	%	CFU/Unit
Alternaria	0	0	0
Acremonium	0	0	0
Ascospores	0	0	0
Aspergillus	1	25	1
Basidiospores	0	0	0
Bipolaris/Dreschlera	0	0	0
Botrytis	0	0	0
Chaetomium	0	0	0
Cladosporium	12	9	12
Curvularia	2	5	2
Epicoccum	0	0	0
Fusarium	0	0	0
Geotrichum	0	0	0
Mucor	0	0	0
Nigrospora	0	0	0
Non Sporulating Fungi	13	25	13
Oidium/Peronospora	0	0	0
Paecilomyces	0	0	0
Penicillium	3	6	3
Pithomyces/Ulocladium	1	1	1
Rhizopus	0	0	0
Rusts	0	0	0
Smuts/Myxomycetes	0	0	0
Stachybotrys	0	0	0
Stemphylium	0	0	0
Trichoderma	0	0	0
Torula	0	0	0
Yeast	21	25	21
Other	0	0	0
Total CFUs	53	100	53

Certificate of Analysis
Fungi, Petri Dish Direct Exam/SOP IV.11.19
AIHA-EMLAP ID#232034

Collected [redacted]
Number of Samples:

Date Collected: 10/16/2023
Date Received: 10/19/2023
Date Analyzed: 10/23/2023
Date Reported: 10/23/2023

Project Location: N/A

- **CFU: Colony-Forming Unit.**
- **No discernable Blank Sample(s) Was Submitted.**
- **Genus Level Identification only.**

Certificate of Analysis
Fungi, Petri Dish Direct Exam/SOP IV.11.19
AIHA-EMLAP ID#232034

Collected By: [redacted]
Number of Samples: 4

Date Collected: 10/10/2023
Date Received: 10/19/2023
Date Analyzed: 10/23/2023
Date Reported: 10/23/2023

Project Location: N/A

Lab Sample Number:	854-01	854-02	854-03
Client ID Number:	Sample 1	Sample 2	Sample 3
Sample Location:	Bedroom	Living Room	Kitchen
Sample Type	Settling Plate	Settling Plate	Settling Plate
Media Used	Unknown	Unknown	Unknown
Sample Volume(m^3)	NA	NA	NA
Detection Limit (CFU/m^3):	1	1	1

	Raw Count	%	CFU/Unit	Raw Count	%	CFU/Unit	Raw Count	%	CFU/Unit
Alternaria	0	0	0	0	0	0	0	0	0
Acremonium	0	0	0	0	0	0	0	0	0
Ascospores	0	0	0	0	0	0	0	0	0
Aspergillus	2	25	2	2	5	2	0	0	0
Basidiospores	0	0	0	0	0	0	0	0	0
Bipolaris/Dreschlera	0	0	0	0	0	0	0	0	0
Botrytis	0	0	0	0	0	0	0	0	0
Chaetomium	0	0	0	0	0	0	0	0	0
Cladosporium	1	13	1	62	83	62	80	95	80
Curvularia	0	0	0	2	3	2	0	0	0
Epicoccum	0	0	0	0	0	0	0	0	0
Fusarium	0	0	0	0	0	0	0	0	0
Geotrichum	0	0	0	0	0	0	0	0	0
Mucor	0	0	0	3	4	3	2	5	2
Nigrospora	0	0	0	0	0	0	0	0	0
Non Sporulating Fungi	0	0	0	0	0	0	0	0	0
Oidium/Peronospora	0	0	0	0	0	0	0	0	0
Paecilomyces	0	0	0	0	0	0	0	0	0
Penicillium	0	0	0	2	3	2	0	0	0
Pithomyces/Ulocladium	0	0	0	0	0	0	0	0	0
Rhizopus	0	0	0	0	0	0	0	0	0
Rusts	0	0	0	0	0	0	0	0	0
Smuts/Myxomycetes	0	0	0	0	0	0	0	0	0
Stachybotrys	0	0	0	0	0	0	0	0	0
Stemphylium	0	0	0	0	0	0	0	0	0
Trichoderma	5	63	5	0	0	0	0	0	0
Torula	0	0	0	0	0	0	0	0	0
Yeast	0	0	0	2	3	2	2	5	2
Other	0	0	0	0	0	0	0	0	0
Total CFUs	8	100	8	75	100	75	80	100	80

1 |

Certificate of Analysis
Fungi, Petri Dish Direct Exam/SOP IV.11.19
AIHA-EMLAP ID#232034

Collected By: [redacted]
Number of Samples: [redacted]

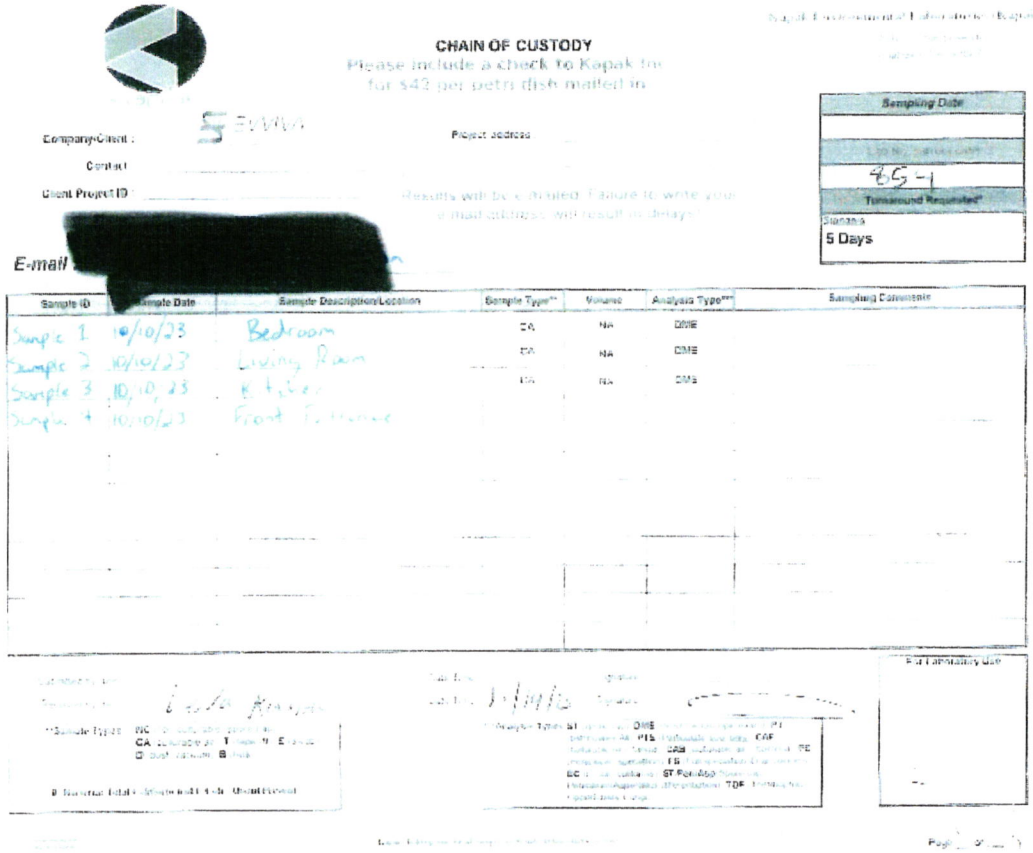
Date Collected: 10/10/2023
Date Received: 10/19/2023
Date Analyzed: 10/23/2023
Date Reported: 10/23/2023

Project Location: N/A

Lab Sample Number:	854-04
Client ID Number:	Sample 4
Sample Location:	Front Entrance
Sample Type	Settling Plate
Media Used	Unknown
Sample Volume(m^3)	NA
Detection Limit (CFU/m^3):	1

	Raw Count	%	CFU/Unit
Alternaria	0	0	0
Acremonium	0	0	0
Ascospores	0	0	0
Aspergillus	17	53	17
Basidiospores	0	0	0
Bipolaris/Dreschlera	0	0	0
Botrytis	0	0	0
Chaetomium	0	0	0
Cladosporium	15	47	15

Kapak Environmental Laboratories (Kapak Inc.)



CHAIN OF CUSTODY

Please include a check to Kapak Inc. for $42 per petri dish mailed in

Company/Client : SEVMA

Contact

Client Project ID

Project address

Results will be e-mailed. Failure to write your e-mail address will result in delays!

E-mail [redacted]

Sampling Date
85-1
Turnaround Requested*
Standard
5 Days

Sample ID	Sample Date	Sample Description/Location	Sample Type**	Volume	Analysis Type***	Sampling Comments
Sample 1	10/10/23	Bedroom	CA	NA	DME	
Sample 2	10/10/23	Living Room	CA	NA	DME	
Sample 3	10/10/23	Kitchen	CA	NA	DME	
Sample 4	10/10/23	Front Entrance				

Laila Karama

**Sample Types: NC [illegible] CA [illegible] T [illegible] E [illegible] D [illegible] B [illegible]

* Normal Total Turnaround Time [illegible]

Date: 10/11/23

***Analysis Types: ST [illegible] DME [illegible] PT [illegible] PTS [illegible] CAF [illegible] CAB [illegible] FE [illegible] FS [illegible] EC [illegible] ST Pen/Abs [illegible] TDF [illegible]

For Laboratory Use

Page 1 of 1

Laila Karama- Analyst

Sina Heydari - Senior Microbiologist

Page 31





CITY COMMISSION
STAFF REPORT

DEPARTMENT: Parks and Recreation

DATE: December 12, 2023

SUBJECT: Purchase and installation of heaters/chillers from Symbiont Services Corporation. – **Parks and Recreation**

CITY MANAGER RECOMMENDATION:
The City Manager is recommending the replacement purchase and installation of four (4) heater and chiller units at the Pool and Tennis Center.

BACKGROUND OF ITEM:
Currently, the pool at the Pool and Tennis Center, has four (4) heater/chiller units. The units are over fifteen years old. Two of the four units have reached their repairable lifespan and are no longer in operation. The other two units have intermittently needed repairs and are reaching their repairable lifespan. It is the recommendation to replace all four (4) units at the same time.

ANALYSIS:
The current units at the pool are geothermal heater and chiller units. The new geothermal units will be purchased and installed by Symbiont Service Corporation. Due to the technological enhancements of the units and amp requirements, the electrical capacity will need to be increased. The electrical work will be completed by the same company and is included in the total cost. The warranty information is as follows: one (1) year Symbiont Service Corp. on all parts and labor of the installation. Five (5) year manufacture's labor of the units. Seven (7) year manufacture warranty on all parts of the Symbiont units. Lifetime on titanium tube of the condenser heat exchangers in the new units. With proper and preventative maintenance, the life span of the units is expected to be 15 years or greater.

STRATEGIC PLAN:
The pool at the Pool and Tennis Center helps create a Strong Sense of Place, which is identified within the third priority. Aquatic programming and water safety helps foster community pride and increases social interactions.

FISCAL IMPACT:
The Parks and Recreation Department budgeted for the replacement and installation of the heater/chiller units during the 2024 fiscal year budget process. The project was budgeted through the general fund capital improvement line item. The purchase and installation of the Symbiont

units has been approved as a single source purchase. Symbiont is the creators of the geothermal heaters and are manufactured through AquaCal. Any other vendors in the market have to purchase the units from Symbiont. The section of the code which allows for this approval is procurement code section 2-253 and section 2-258 (b).

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
General Fund Capital Improvement Fund 300-710-563160-519-24014	$100,000	$75,198.00	$24,802.00

ALTERNATIVES:

If the purchase and installation of the geothermal units is not approved, the pool will not be able to maintain an adequate pool temperature, which is in the range of 78 degrees to 85 degrees. Equally so, if we cannot have the chillers during the warmer seasons, the pool can be in jeopardy of exceeding the recommended pool temperature and potentially be at risk to bacteria and/or other compliance regulations.

ATTACHMENTS:

1. Request for Single Purchase Procurement
2. Single Source Letter
3. Symbiont Service Corp Quote
4. Sole Source Provider Letter

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Purchasing	12/01/23 10:54 AM
Dodgen, Brandon	Assigned to Purchasing	COMPLETE: Forward to City Clerk	12/01/23 11:01 AM
Allen, Tedra	Assigned to City Clerk	Route to Budget	12/01/23 11:06 AM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to City Clerk	12/01/23 11:23 AM
The fiscal impact section of this staff report is correct.			
Allen, Tedra	Assigned to City Clerk	Route to Attorney	12/01/23 11:38 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	12/01/23 11:52 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	12/01/23 01:26 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	12/01/23 05:10 PM
Allen, Tedra	END WORKFLOW - APPROVED		12/01/23 05:20 PM

REQUEST FOR SINGLE SOURCE PROCUREMENT

Single Source: Refers to a supply source for goods or services to which purchases are directed because of issues related to standardization, warranty, or other factors, even though other competitive sources may be available.

Date:	December 12, 2023		
To:	FINANCE DEPARTMENT - PROCUREMENT DIVISION		
From:	Parks and Recreation Department		
Vendor:	Symbiont Service Corp		
REQ No:		**Amount:**	75198

COMODITY OR SERVICE REQUIRED:
Replacement of all pool heaters/chillers with new Symbiont Geothermal Heaters/Chillers: Four (4) Symbiont Geo Thermal Pool Heat/Cool units includes titanium condenser heat exchangers and all electrical work. The attached quote has the detailed service required information. The project was budgeted through the Fiscal 24 budget year.

SINGLE SOURCE JUSTIFICATION:
Section 2-253 and 2-258 (b) single source procurements. In this particular case, the current system is geothermal. Symbiont is the creator of the geothermal units and aquacal does the manufactoring for them.Other vendors have to purchase from Symbiont. Splitting the system up would require a full conversion of the system. Please see attached letter for further explanation.

By signing below, I certify to the best of my knowledge that this single source request meets the requirements for a single source procurement, pursuant to Cooper City Procurement Code.

Approval Signatures:	
Department Director:	Date:
Purchasing Agent: ($4,999 and Under)	Date:
City Manager: ($5,000 – $19,999)	Date:

OVER $20,000, CITY COMMISSION APPROVAL REQUIRED

Approved: ☐	Disapproved: ☐	Date:

Symbiont Service Corp.
Go Green • Go GeoThermal
4372 North Access Road, Englewood, Florida 34224
941.474.9306 • 800.881.4328 • Fax 941.473.9306
GeoThermalFlorida.com • Info@SymbiontService.com
Pool Heating • Air Conditioning
"One Company, One Call, Complete Comfort!"



Meeting Date: 12/12/2023 Item #20.

HEATING/COOLING PROPOSAL

Lic #: CAC035549 • EC0002946
CBC1258380 • CPC1456477

Proposal Submitted To:

City of Cooper City
11600 Stonebridge Parkway
Cooper City, Florida 33026
954-436-7300

Job Name: Date: **October 23, 2023**

City of Cooper City
11600 Stonebridge Parkway
Cooper City, Florida 33026
954-434-4300 x295

We hereby submit specifications and estimates for:

Replace All Pool Heaters with new Symbiont Pool Heaters:

4 Symbiont Model PH090BRGSWHM GeoThermal Pool Heat/Cool Units
Includes titanium condenser heat exchangers

Source Water: From existing lake, pump & piping, if adequate.

Remove and haul away all four of the existing units &
install PoolSync WiFi controller for heating system.

Electric: Install new 200 amp panel from meter, if adequate, install new 30 amp disconnect from MDP, if adequate, and wire above equipment

Complete* installation **$ 75,198.00**
*** Local permits additional as required.**

Manufacturer's Limited Warranty:
One year Symbiont Service Corp. all parts and labor on the installation.
Five year manufacturer's labor on the new Symbiont units.
Seven year manufacturer's all parts only on the new Symbiont units.
Lifetime parts on titanium tube portion of the condenser heat exchangers in new units.

Not responsible for any damage to private or public unmarked underground lines, or repairs of landscape, painted or finished surfaces. All work done to code. All current discounts and promotions have been applied.

The labor, material and equipment required for this job will be furnished by **Symbiont Service Corporation ("Symbiont")** for a total of:
Seventy-five thousand one hundred ninety-eight dollars and no/100 ---------- $75,198.00
Monthly Progressive Billing

Any alteration or deviation from the above scope of work involving extra costs will become an extra charge in addition to the quoted price based on time and materials pricing. Symbiont Service maintains all required insurances, certificates are available upon request. This contract consists of this proposal as well as the terms and conditions, all documents and exhibits referenced therein and the Limited Workmanship Warranty, all of which are hereby incorporated by reference. This proposal will be subject to withdrawal if not accepted within 30 days. Please make checks payable to "Symbiont Service Corporation".

I HAVE READ AND UNDERSTAND THIS PROPOSAL, THE TERMS AND CONDITIONS AND ALL DOCUMENTS AND EXHIBITS REFERENCED THEREIN AND AGREE TO BE BOUND BY THEIR TERMS.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. Symbiont is authorized to do the work as specified. By signing below, Customer acknowledges that Customer is the owner of the property where work is to be performed.

Customer: _____
(print name)
Signature: _____
Date: _____

Respectfully submitted,
SYMBIONT SERVICE CORPORATION
By: _____

TERMS AND CONDITIONS

1. This proposal is subject to change without notice and is automatically withdrawn on the 30th day following its date of issue if not accepted in writing and a copy of this proposal returned to ***Symbiont Service Corporation*** ("Contractor"). If Customer cancels the Agreement prior to the start of work, Customer shall be liable for 10% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. Customer and Contractor agree that this amount is not a penalty. Contractor reserves the right to withdraw this proposal at any time prior to its acceptance or cancel this Agreement prior to the start of the work to be performed in the event the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Agreement, (a) the word *"or"* is not exclusive, (b) the word *"including"* is always without limitation, (c) "days" means calendar days and (c) singular words include plural and vice versa. Customer shall allow Contractor to post its sign and advertise at the project location during construction.
2. Customer agrees to provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure. Contractor is not liable and Customer is solely liable for work installed by any person other than Contractor, unless otherwise specified by Contractor in this Agreement.
3. Contractor will not perform service, warranty and/or punch list work if Customer fails to timely pay Contractor, and Contractor may cease all work or terminate the Agreement if Customer fails to timely pay Contractor. Contractor customarily requires a deposit of 30% upon acceptance of the proposal. Customer agrees to pay interest of 1 1/2 % per month (ANNUAL PERCENTAGE RATE OF 18%), unless otherwise required by law, on the balance of any unpaid amounts. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices.
4. **Materials Price Increase:** When the price for any item of materials to be used on the Project increases five percent (5%) or more between Contract signing and materials purchase, Customer shall pay to Contractor, on request, all sums by which the cost to Contractor for any materials item has increased beyond 5%, as demonstrated by Contractor. This includes but is not limited to price increases in metal and PVC, materials, fuel, manufactured products and equipment.
5. Should concealed or unknown conditions be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the Contractor to the Customer. Contractor will submit written documentation of the increased charges to the Customer.
6. In the event that Federal, state, county, or municipal codes, regulations or permitting authorities require work not expressly set forth in this Agreement or differ materially from that generally recognized as inherent in work provided for in this Agreement, Customer shall pay for all extra costs incurred by Contractor in addition to the contract price.
7. Contractor is not responsible for any damage to private or public unmarked underground lines, or repairs of landscape, painted or finished surfaces.
8. This Agreement shall be governed by the laws of the State of Florida. Venue of any dispute arising out of this Agreement shall be in the county where the work is being performed unless the parties hereto mutually agree otherwise. Should Contractor employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Agreement, the Prevailing Party shall be entitled to recover all of its attorney's fees, costs and expenses incurred therein, including attorney's fees, costs, and expenses incurred at mediation, administrative, appellate or bankruptcy proceedings.
9. **WAIVER OF JURY TRIAL. THE PARTIES KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**
10. Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties provided by Contractor shall be deemed null and void if Customer fails to adhere to the payment terms. All warranties are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory.
11. ***Contractor makes no warranty of the cost-savings or efficiency of any of its systems. Customer understands that any cost-savings or efficiency effect of geothermal pool heating and air conditioning is dependent on multiple factors that are not within Contractor's control.***
12. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, or indirect damages, including loss of use, loss of profits, or actions by third parties.
13. Unless otherwise specified, there is no specific completion date. However, Contractor will perform the work hereunder within a reasonable time and in a workmanlike manner. Contractor shall not be liable for any damages, and Customer waives all damages associated with delays in the completion of the work due to permitting or inspection issues, delays in obtaining materials or the transportation of materials, or delays caused by Customer or any person other than Contractor. Payment to Contractor is an absolute and independent obligation, and Customer shall not withhold any part of the Agreement amount for which payment is due under the Agreement as retainage or on account of alleged charge backs or set offs unless previously authorized by Contractor in writing. The total Agreement price, including the charges for changes/extras, shall be payable to Contractor in accordance with the agreed upon terms.
14. Contractor shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, fires, weather conditions, strikes, war or other causes beyond Contractor's reasonable control. It is understood that the Customer maintains all necessary insurances for the property.
15. It is Customer's duty to notify Contractor in writing within 7 days of the occurrence of any claim, defect, default or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims. Upon notification, Customer shall provide Contractor with a reasonable time of not less than 10 business days to cure or correct the Occurrence before terminating the Agreement, hiring a replacement contractor or taking any adverse or legal action against Contractor. Under this agreement, notice is proper if served on an officer of Symbiont and an officer of Customer or Customer individually.
16. The actual start-up and balance of the equipment will be completed upon satisfactorily passing all permitting inspections and completion of electrical supply provided by the power company. **Your final payment is due the day of equipment start-up**. Any additional charges for permits may be billed to you separately.
17. Within a week of completion and start-up a Symbiont Service representative will perform a walk-through inspection with your Management and/or Maintenance staff to verify that your new System is in working order, and to answer any questions or concerns that you may have. If needed, we will also create a punch list of items needing correction which will be signed by the parties and will include an estimated completion date for each item. The existence of a punch list does not and shall not constitute a basis for delaying any payment including final payment if all other conditions for final payment have been satisfied. Customer acknowledges that the punch list is to include only those items that are required pursuant to the contract, but which have yet to be completed at the time of the walk-through inspection. Only one punch list shall be prepared for the Project. Extra or additional work that is outside the terms of the written contract will not be considered punch list items.
18. Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. This Agreement incorporates the documents entitled "Limited Workmanship Warranty" and "Statutory Warnings." Customer acknowledges that it has read/agreed to all incorporated documents and exhibits.

Customer Initials: _____

Contractor Initials: _____

Symbiont Service Corp.

Go Green • Go GeoThermal

"One Company, One Call, Complete Comfort!"

Pool Heating • Air Conditioning

Tuesday, May 23, 2023

To whom it may concern:

Symbiont Service is the only GeoThermal company in the state of Florida that is authorized to perform service and warranty work on your AquaCal PH090BRGSWHM GeoThermal heater apart from the AquaCal factory itself.

Symbiont Service is the only company that will service, and is licensed in all trades, for the entire pool heating system including lake pump, lake screen, source water plumbing, pool water plumbing, bypass, diversion valves, pressure temperature ports, and electrical relating to the pool heating system. AquaCal factory service will only service the actual heater itself and will not service outside of the heater itself. Aqua Cal (the manufacturer) only services the heater itself. Any issues with the related equipment for the geothermal system will not be covered. SSC not only services the heater(s), but all related equipment and electrical connections and is licensed in areas necessary to perform this work. Our company also performs preventative planned maintenance on the heaters and related equipment.

Symbiont Service is the Sole Source for the PH090BRGSWHM heater in the State of Florida, is the sole authorized installer, and any other service work performed on the heating system will void the warranty of the system.

Sincere Regards,

David Ballard

David Ballard
Field Engineer
Symbiont Service

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

4372 North Access Road, Englewood, Florida 34224 • 941.474.9306 • Fax 941.473.9306 • GeoThermalFlorida.com

Symbiont Service Corp

Pool Heating • Air Conditioning
GeoThermal Comfort Solutions

"One Company, One Call, Complete Comfort!"

April 21, 2023

City of Cooper City
Attention: Joshua Rhodes
11600 Stonebridge Parkway
Cooper City, Florida 33026

Re: Sole Source Symbiont™ Provider

Dear Mr. Rhodes:

Symbiont Service Corp. is the exclusive distributor of the Symbiont™ GeoThermal Pool/Spa heater, which is manufactured by AquaCal in St. Petersburg, Florida. AquaCal manufactures these heaters designed and engineered specially to Symbiont™ specifications. The heater is labeled as a Symbiont™ with a special model number and AquaCal sells them exclusively to Symbiont Service Corporation.

As long as the Symbiont™ model heater is installed by Symbiont Service Corp., it comes with a five-year labor and seven year all parts warranty. Additionally, Symbiont Service Corp. is the factory-authorized provider of parts and service to support this specialized warranty. Any repairs performed by an unauthorized repair facility will void the warranty for the Symbiont™ heater.

Please feel free to call me if you have any questions or concerns at 1-800-881-4328 or you can e-mail me at sandy@symbiontservice.com.

Sincerely,
Symbiont Service Corp.

Sandy L. King
President

PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: November 27, 2023

To: Ryan T. Eggleston, City Manager

From: Stacie Weiss, Parks and Recreation Director

Subject: Single Source Purchase – Geothermal Heater and Chiller Units

Section 2-253 of the current code allows for single source purchases to be made by the city. The definition is defined in the code as: refers to a supply source for goods or services which purchases are directed because of issues related to standardization, warranty or other factors, even though other competitive sources may be available. In section 2-258 (b) (1) further elaborates on single source purchases as:

> A contract may be awarded for a supply, service or construction item without competition when the purchasing agent or a designee determines in writing that there is only one economically feasible source for the required supply, service or construction item, or when requirements for standardization, warranty, geographic and territorial restrictions, or other factors create a situation where competition is either not feasible or practicable.

Based on these guidelines, the purchase of the geothermal thermal heater and chiller units from Symbiont Services Corporation are a single source purchase. The current units at the facility are Geothermal Units. Geothermal provides the ability to adequately maintain water temperature of the pool. This not only applies to heating, but also to cooling. Elevated pool temperatures can lead to infections harvesting in the pool and unsanitary swimming conditions.

Pool heaters can be purchased separately. This would then require a purchase of a chiller system to be acquired separately. At this time, there is not a reputable company in the industry that manufactures or sells chiller units only. The geothermal units were created by Symbiont Services and AquaCal is the sole manufacture for Symbiont Services Corporation. If other pool companies were to purchase the units from AquaCal, they would be purchasing the same units the City is acquiring, potentially with an upcharge.

Purchasing directly from Symbiont Services, we would be purchasing directly from the manufacture. Additionally, Symbiont Services Corporation is the only company in the state that is able to repair the units. If in the event the units were purchased from another company, Symbiont Services would be the responding company for repairs. If another company was called in for repairs, all warranties would be voided.

The units at the facility are geothermal and have surpassed their lifespan of over 15 years. Given that our facility already operates on a geothermal system, standardizing the same geothermal technology for the replacement units will ensure seamless integration with our current infrastructure. Furthermore, familiarity with the existing system will expedite staff training and reduce potential downtime during the transition. It is the recommendation to maintain the same system in place to be able to adequately regulate the pool water temperature. This single source purchase aligns with our commitment to providing a high-quality recreational experience for our community while ensuring the longevity and efficiency of our recreational facilities.

CITY COMMISSION
STAFF REPORT

DEPARTMENT: Parks and Recreation

DATE: December 12, 2023

SUBJECT: Memorandum of Understanding between the City and Optimist Club of Cooper City for the sand purchase at the volleyball courts located in the Suellen H. Fardelmann Sports Complex

CITY MANAGER RECOMMENDATION:
The City Manager is recommending executing a Memorandum of Understanding between the City and Optimist Club of Cooper City for the purchase of sand at the volleyball courts located in the Suellen H. Fardelmann Sports Complex.

BACKGROUND OF ITEM:
The volleyball courts located in the Suellen H. Fardelmann Sports Complex are regularly utilized for recreational play. The facility is also readily programmed through the Optimist Club of Cooper City. Historically, the Optimist has been responsible for the purchase and replacement of the sand in the facility.

ANALYSIS:
The use of the volleyball courts are not exclusive to Optimist programming and is open to the public. As a result of this, the City has had rentals for the facility. Due to the increase of use outside of organized play through the Optimist, the City has agreed to assume the responsibility to purchase the sand at the volleyball courts. The initial purchase of the sand will begin on or approximately after November 1, 2024. The City will determine the need for the sand purchase and the frequency needed. If in the event the City determines the sand does not need to be replaced, the Optimist has the ability to purchase the sand with no reimbursement from the City.

STRATEGIC PLAN:
The relationship between the City and the Optimist Club of Cooper City helps create a Strong Sense of Place, which is identified within the third priority. Athletic programming helps foster community pride and increases social interactions.

FISCAL IMPACT:
As part of the Fiscal Year 2025 budget process, the City will budget for the purchase of the sand. The purchase of the sand will adhere to all purchasing guidelines and will not exceed $18,000. If in the event the cost of the sand exceeds $18,000, the Optimist will be responsible for all

expenses over this dollar amount. The installation and maintenance of the sand shall remain the responsibility of the Optimist Club.

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
N/A	N/A	N/A	N/A

*Department responsible for the budget amount and the account number will be identified during the Fiscal 2025 budget process.

ALTERNATIVES:
If the City does not purchase the sand for the volleyball courts, the Optimist will have to continue the purchase of the sand.

ATTACHMENTS:

1. Memorandum of Understanding between the City of Cooper City and the Optimist Club of Cooper City.

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	12/01/23 11:09 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	12/01/23 11:53 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	12/01/23 01:19 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	12/01/23 05:10 PM
Allen, Tedra	END WORKFLOW - APPROVED		12/01/23 05:22 PM

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE OPTIMIST CLUB OF COOPER CITY INC.
and
THE CITY OF COOPER CITY, FLORIDA
REGARDING
PURCHASE OF SAND FOR BEACH VOLLEYBALL COURTS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered this _____ day of _____ 2023, by and between The Optimist Club of Cooper City Inc., a Florida Not for Profit Corporation with a principal address of 10500 Stirling Road, Cooper City, FL. 33026 (hereinafter referred to as "OPTIMIST CLUB"), and the City of Cooper City, a municipal corporation with a principal address of 9090 Southwest 50 Place, Cooper City, FL. 33328. (hereinafter referred to as "CITY").CITY and OPTIMIST CLUB may collectively be referred to as "Parties".

WHEREAS, the OPTIMIST CLUB has coordinated and administered sports programming within the CITY for youth and adults alike for over forty years; and

WHEREAS, the sports programming offered by the Optimist Club consists of activities and programs for several sports including, but not limited to basketball, flag football, baseball, soccer, and beach volleyball; and

WHEREAS, beach volleyball is typically offered by the Optimist Club from June through November and is a popular program among the CITY's residents; and

WHEREAS, beach volleyball requires regular and routine replacement and maintenance of sand; and

WHEREAS, the OPTIMIST CLUB has historically purchased and maintained the sand used for beach volleyball; and

WHEREAS, in recognition of the importance of beach volleyball to the City's residents, the City has agreed to assume the responsibility of purchasing the sand used for the beach volleyball program administered by the OPTIMIST CLUB subject to certain terms and conditions detailed herein; and

WHEREAS, CITY believes that assuming the responsibility of purchasing sand for the beach volleyball program administered by the OPTIMIST CLUB is a necessary step to help ensure that a popular sporting activity that promotes the health and welfare of its residents remains active and ongoing.

NOW THEREFORE, the Parties agree as follows:

1. The foregoing "WHEREAS" clauses are true and correct and expressly made a part hereof.

2. General Terms

    a. Commencing on November 1, 2024, the CITY shall assume the responsibility to purchase sand, on an as-needed basis, for the beach volleyball courts located at the Cooper City Sports Complex, in an annual amount not to exceed $18,000.00 per fiscal year. The CITY, in its sole discretion, shall determine the frequency of the purchase of sand purchased pursuant to this MOU. In the event that the cost of sand exceeds $18,000, The OPTIMIST CLUB shall be responsible for any and all costs in excess of $18,000.

    b. CITY shall purchase sand for the Beach volleyball program directly from third party vendors, in accordance with the City's Procurement Code.

    c. OPTIMIST CLUB shall continue to install and maintain all sand purchased by the CITY for use in the Beach Volleyball Courts.

    d. OPTIMIST CLUB shall continue to coordinate and administer all beach volleyball programming.

3. Indemnity and Hold Harmless. OPTIMIST CLUB shall indemnify and hold the CITY and its officers, employees, agents, and instrumentalities harmless from any and all liability, losses or damages, including attorney's fees and costs of defense, which the CITY or its officers, employees, agents, and 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 the MOU.

4. Termination. This MOU may be terminated by the CITY, in its sole discretion, upon no less than ten (10) days' written notice to OPTIMIST CLUB.

5. Governing Law and Venue. The validity and interpretation of this MOU shall be governed by the laws of the State of Florida and venue shall be proper in Broward County.

6. Notice. All Notice under this MOU shall be effective only if made in writing and delivered 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, OPTIMIST CLUB and CITY designate the following as the respective places for providing notice:

CITY: Ryan Eggleston
9090 SW 50 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
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500

OPTIMIST CLUB: _____
_____
_____
_____
_____

7. Complete MOU. This MOU constitutes all agreements and understanding among the Parties relating to the beach volleyball program.

8. Counterparts. This MOU may be executed in any number of counterparts, including facsimile or electronic documents. Each such counterpart, facsimile or electronic document shall be deemed an original instrument, and all of such counterparts, together, shall constitute one and the same executed MOU.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN OPTIMIST CLUB OF COOPER CITY INC. AND THE CITY OF COOPER CITY, FLORIDA, REGARDING PURCHASE OF SAND FOR BEACH VOLLEYBALL AND THE COOPER CITY SPORTS COMPLEX.

IN WITNESS WHEREOF, the parties hereby execute this Memorandum of Understanding on the date(s) set forth below:

OPTIMIST CLUB OF COOPER CITY INC.:

_____ Date: _____

CITY OF COOPER CITY, FLORIDA:

_____ Date: _____

City Manager

Approved as to form and legal sufficiency
subject to execution by the parties:

_____ Date:_____
Jacob G. Horowitz
City Attorney

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: Ordinance No. 23 -27 (Finance)

DATE December 12, 2024

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 2023-20, ADOPTED ON SEPTEMBER 26, 2023 ; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, AND THAT THE BUDGET BE INCREASED IN THE AMOUNT OF $537,837.00; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

CITY MANAGER RECOMMENDATION:
The City Manager recommends the approval of Ordinance 23-27, amending the Adopted Budget for fiscal year 2023-24.

BACKGROUND OF ITEM:
On September 26, 2023, the City Commission of the City of Cooper City adopted Ordinance number 2023-20, thereby adopting a budget for the fiscal year 2023-24. In accordance with the Florida Statutes, staff is allowed to amend the fiscal year's budget in a manner similar to the adoption of the budget: by ordinance. Due to unexpected events/items that have occurred since the adoption of the Budget staff is recommending the following amendment to the Budget.

ANALYSIS:
The proposed budget amendment is needed for the following:

The fiscal year 2023-24 Revised Budget will be increased by **$537,837.00.**

- ***General Fund***: Appropriation of fund balance is needed to pay for the annual cost allocation of **$42,236.49** to participate in the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County. Commission approved the Interlocal agreement by resolution number 2023-8 on May 23, 2023.
- ***Water and Sewer Utility Fund***: On October 24, 2023, Commission approved an increase in the Utility rates based on CPI effective November 1, 2023. The estimated increase in revenues that this will generate is **$495,600.00**. This increased revenue is being used to replace the membranes at the Water Distribution plant.
- ***Water and Sewer CIP Fund***: An operating transfer from the Water and Sewer Utility to the CIP Fund for the increase in revenues due to the Utility rates is being used to replace the membranes at the distribution plant in the amount of **$495,600.00**.

FISCAL IMPACT:

	General Ledger Acct. Number	Budgeted Amount	Requested Amount
1.	**General Fund – 001-190-533434-519** Sanitation-non departmental		$42,237.00
	……..- **001-000-386980-386** Appropriation from Fund Balance		($42,237.00)
2.	**Water & Sewer Utility – 450-000-343300-343** Service Charge – Water Utility		($218,453.00)
	……– 450-000-343500-343 Service Charge – Sewer/Wastewater Utility		($277,147.00)
	…… – 450-950-591453-536 Transfer to Capital Improvement		$495,600.00
3.	**Water & Sewer CIP Fund – 453-000-381450-389** Transfer to Capital Improvement		($495,600.00)
	……– 453-911-563422-533-WS002 Improvement- Water Distribution- Replace Membranes		$495,600.00

ATTACHMENTS:

1. Ordinance No. 2023-27
2. Exhibit A

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Budget	12/01/23 12:20 PM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to …	12/01/23 12:21 PM
The fiscal impact section of this staff report is correct.			
Allen, Tedra	Assigned to City Clerk	Route to Attorney	12/01/23 01:46 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to …	12/01/23 01:49 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to …	12/01/23 01:53 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo…	12/01/23 05:10 PM
Allen, Tedra	END WORKFLOW - APPROVED		12/01/23 05:23 PM

ORDINANCE NO. 2023-27

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 2023-20, ADOPTED ON SEPTEMBER 26, 2023; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, AND THAT THE BUDGET BE INCREASED IN THE AMOUNT OF $537,837.00; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on September 26, 2023, the City Commission of the City of Cooper City adopted Ordinance No. 2023-20, thereby adopting a budget for the Fiscal Year 2023-2024; and

WHEREAS, certain revisions to the Fiscal Year 2023-2024 budget are now necessary, in accordance with Section 166.241, F.S.; and

WHEREAS, City Staff has reviewed the proposed amendments to the Fiscal Year 2023-2024 budget, and recommends the adoption of the same by the City Commission; and

WHEREAS, the City Commission has reviewed the proposed budget amendments set forth in Exhibit "A" and finds the adoption thereof to be in the best interests of the citizens and residents of the City of Cooper City, Florida.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

Section 2. The City Commission of the City of Cooper City hereby amends Ordinance No. 2023-20 as provided in the Amended Budget for the Fiscal Year 2023-2024, which is on file in the Finance Department and incorporated herein by reference.

Section 3. The provisions of this ordinance shall not be deemed to be a limitation on the powers granted to the City Commission by the City Charter, which relates to the fiscal management of the City's funds.

Section 4. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force or effect.

Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGEHAS BEEN INTENTIONALLY LEFT BLANK.

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

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

_____
GREG ROSS
Mayor

ATTEST:

_____
TEDRA ALLEN, 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

Exhibit "A"

ORDINANCE # 2023-27

	FROM	TO
FUND	**GENERAL FUND**	
DEPARTMENT	Revenues	Non-Departmental
Account Description	Appropriation from Fund Balance	Utilities - Sanitation
Account Number	001-000-386980-386	001-190-533434-519
Amount to be Transferred	**$ 42,237.00**	**$ 42,237.00**
FUND	**WATER & SEWER UTILITY FUND**	
DEPARTMENT	Revenues	Transfers
Account Description	Service Charge- Water Utility	Enterprise Transfer to Capital Improvement
Account Number	450-000-343300-343	450-950-591453-536
Amount to be Transferred	**$ 218,453.00**	**$ 495,600.00**
Account Description	Service Charge- Sewer/Wastewater Utility	
Account Number	450-000-343500-343	
Amount to be Transferred	**$ 277,147.00**	
FUND	**WATER & SEWER CIP FUND**	
DEPARTMENT	Transfers	CIP Projects
Account Description	Interfund Transfer In -Water Sewer	Improvement- Water Distribution Replace membranes
Account Number	453-000-381450-389	453-911-563422-533-WS002
Amount to be Transferred	**$ 495,600.00**	**$ 495,600.00**

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Ordinance 23-28 (Commission)**

DATE: December 12, 2023

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 5 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "ANIMALS AND FOWL;" BY SPECIFICALLY AMENDING ARTICLE I, ENTITLED "IN GENERAL," BY CREATING SECTION 5-5, TO BE ENTITLED "KEEPING OF ROOSTERS;" PROHIBITING THE KEEPING OF ROOSTERS IN RESIDENTIAL ZONING DISTRICTS IN THE CITY; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. – **Commissioner Mallozzi**

CITY MANAGER RECOMMENDATION:
The City Manager recommends approval of Ordinance 23-28 prohibiting the keeping of roosters in residential zoning districts in the City.

BACKGROUND OF ITEM:
At the November 14th City Commission meeting, there was a Commission discussion regarding residents who have roosters that are causing noise concerns in the neighborhoods. The Commission voted unanimously to have the City Attorney bring back an ordinance prohibiting roosters in certain areas.

ANALYSIS:
The approval of Ordinance 23-28 will prohibit the keeping of roosters and provide for enforcement in residential zoning districts in the City.

FISCAL IMPACT:
N/A

ALTERNATIVES:
N/A

ATTACHMENTS:
1. Ordinance 23-28

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	12/01/23 11:55 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	12/01/23 12:09 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	12/01/23 01:19 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	12/01/23 03:47 PM
Allen, Tedra	END WORKFLOW - APPROVED		12/01/23 05:25 PM

ORDINANCE NO. 23-28

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 5 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "ANIMALS AND FOWL;" BY SPECIFICALLY AMENDING ARTICLE I, ENTITLED "IN GENERAL," BY CREATING SECTION 5-5, TO BE ENTITLED "KEEPING OF ROOSTERS;" PROHIBITING THE KEEPING OF ROOSTERS IN RESIDENTIAL ZONING DISTRICTS IN THE CITY; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the crowing of roosters in certain residential areas within the City of Cooper City (the "City") has negatively affected many residents' quiet enjoyment of their property; and

WHEREAS, the City Commission finds that roosters constitute a public nuisance in residential communities in the City; and

WHEREAS, in an effort to mitigate the noise and public nuisance caused by crowing roosters, the City Commission seeks to prohibit the keeping of roosters in residential zoning districts; and

WHEREAS, the City Commission has held a public hearing to consider the input of the general public; and

WHEREAS, the City Commission finds that amending the City Code to prohibit the keeping of roosters in residential zoning districts 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. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2. **City Code Amended.** That Article I, entitled "In General," of Chapter 5, entitled "Animals and Fowl," of the City of Cooper City Code of Ordinances is hereby amended by specifically creating Section 5-5, to be entitled "Keeping of Roosters," as follows:

Sec. 5-5 Keeping of Roosters

A) Unless otherwise provided for herein, it shall be unlawful for any person to keep or cause to be kept any rooster within any residential zoning district in the City, as set forth in Chapter 23 of the City's Code of Ordinances. This prohibition shall not apply to the following zoning districts established by Sec. 23-1 of this Code: (A-1) Agricultural District, (E-1) Estate District, (E-2) Rural Estate District, or (E-3) Agricultural Estate District.

B) Enforcement. This subsection may be enforced by the City as follows:

1) As provided by the City's code enforcement procedures founding Chapter 13 of this Code;

2) As provided in Sec. 1-8 of this Code; or

3) Through any legal remedy available to the City.

SECTION 3. **Conflict**. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

SECTION 4. Severability. 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 and effect.

SECTION 5. Codification. It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Cooper City, Florida, that the Sections of this ordinance may be

renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

SECTION 6. Effective Date. This Ordinance shall become effective upon passage and adoption.

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

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

_____
GREG ROSS
Mayor

ATTEST:

_____
TEDRA ALLEN, MMC

Approved As To Legal Form:

_____
JACOB G. HOROWITZ
City Attorney

ROLL CALL

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

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Ordinance 23-29 (Administration)**

DATE: December 12, 2023

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES BY AMENDING CHAPTER 13, ENTITLED "PUBLIC SAFETY," AMENDING ARTICLE VI, ENTITLED "CODE ENFORCEMENT," BY SPECIFICALLY AMENDING SECTION 13-65, ENTITLED "SPECIAL MAGISTRATE SYSTEM CREATED; QUALIFICATIONS; TERMS; REMOVAL;" AMENDING THE CITY'S PROCEDURES FOR ENGAGING AND REMOVING THE CITY'S SPECIAL MAGISTRATES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

CITY MANAGER RECOMMENDATION:
The City Manager recommends approval of Ordinance 23-29 on 1st reading amending the City's procedures for engaging and removing the City's Special Magistrate.

BACKGROUND OF ITEM:
At the September 26, 2023 City Commission meeting, there was a Commission discussion on the position of the Special Magistrate. The City Commission directed the City Attorney to bring back an ordinance to amend the City's Code in regard to Special Magistrate Services.

ANALYSIS:
Approving Ordinance 23-29 on 1st reading will amend the City's Code of Ordinance relating to engagement and removal of special magistrates for code enforcement matters, establishing a Special Magistrate Code Enforcement process.

STRATEGIC PLAN:
N/A

FISCAL IMPACT:
N/A

ALTERNATIVES:
N/A

ATTACHMENTS:

1. Ordinance 23-29

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	12/01/23 01:19 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	12/01/23 03:32 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	12/01/23 03:38 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	12/01/23 05:09 PM
Allen, Tedra	END WORKFLOW - APPROVED		12/01/23 05:27 PM

ORDINANCE NO. 23-29

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES BY AMENDING CHAPTER 13, ENTITLED "PUBLIC SAFETY," AMENDING ARTICLE VI, ENTITLED "CODE ENFORCEMENT," BY SPECIFICALLY AMENDING SECTION 13-65, ENTITLED "SPECIAL MAGISTRATE SYSTEM CREATED; QUALIFICATIONS; TERMS; REMOVAL;" AMENDING THE CITY'S PROCEDURES FOR ENGAGING AND REMOVING THE CITY'S SPECIAL MAGISTRATES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cooper City ("City") desires to update and amend the City's Code of Ordinances related to the engage and removal of special magistrates for code enforcement matters; and

WHEREAS, the City Commission seeks to streamline the process of engaging special magistrates and expressly incorporate the provisions of Ch. 162, F.S., related to special magistrate code enforcement procedures; and

WHEREAS, the City Commission has held a public hearing in accordance with Florida law; and

WHEREAS, following proper notice to the public and after having received input and participation by interested members of the public and staff, the City Commission finds that this Ordinance is in the best interest of the citizens, residents, and business establishments in the City.

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

Section 1. **RECITALS ADOPTED.** That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. **CHAPTER 13 OF CITY CODE AMENDED.** The City Commission of the City of Cooper City hereby amends Chapter 13, entitled "Public Safety," by amending Article VI entitled, "Code Enforcement" and specifically amending Section 13-65, entitled "Special Magistrate system created; qualifications; terms; removal," as follows:

ARTICLE VI. CODE ENFORCEMENT

Sec. 13-65. - ~~**Special Magistrate system created; qualifications; terms; removal**~~**Establishing a Special Magistrate Code Enforcement Process** ~~.~~

(a) There is hereby established a special magistrate code enforcement process for the City of Cooper City, Florida, which shall consist of at least one (1) special magistrate who is a qualified individual or firm appointed by the City Commission.

(b) The qualifications and appointment of special magistrates shall be as follows:

(1) Each special magistrate shall be engaged by the City Commission pursuant to a written agreement and shall serve with compensation as established by the City Commission upon appointment.

(2) Each special magistrate must be both an attorney and a member of the Florida Bar in good standing for a minimum of five (5) years.

(3) Each special magistrate will be bound by the code of ethics of the Florida Bar as currently proscribed or as amended from time to time.

(b) The rules and regulations as found in Ch. 162, F.S., as may be amended from time to time, shall be adopted herein by reference. Additional rules and regulations, consistent with the provisions of state law, are set forth in this Chapter 13 of the City Code.

~~(a) There is hereby created a Special Magistrate code enforcement system for the City of Cooper City, Florida, which shall consist of one Special Magistrate and one designated alternate Special Magistrate, who are qualified individuals or firms appointed by the City Commission.~~

~~(b) Special Magistrates must be a law firm or an attorney who is a member in good standing of the Florida Bar and shall be selected on the basis of experience or interest in the field of Code enforcement and shall possess outstanding~~

~~reputations for civic pride, integrity, responsibility and business or professional ability. In selecting and appointing Special Magistrates, the City Commission shall accord a preference to applicants who have prior experience as a special magistrate or hearing officer.~~

~~(c) The City Commission shall appoint the Special Magistrates as provided by this section. Appointments shall be made for a term of three years. Any Special Magistrate may be reappointed at the discretion of the City Commission. There shall be no limit on the number of reappointments that may be given to any individual Special Magistrate; provided, however, that a determination as to removal or reappointment must be made for each Special Magistrate by the City Commission at the end of each term of the Special Magistrate. Appointments to fill any vacancy in the office of Special Magistrate shall be for the remainder of the unexpired term.~~

~~(d) Special Magistrates shall not be City employees but shall be compensated for each session based on an hourly rate set by the City Commission. For purposes of this section, "session" is defined to mean all cases brought before the Special Magistrate for a hearing on one particular date.~~

~~(e) Special Magistrates may be removed from office by majority vote of the City Commission with or without cause.~~

~~(f) Hearings before the Special Magistrate shall generally occur no less frequently than once a month, but may occur more often as found to be necessary by the City Manager.~~

~~(g) Minutes shall be maintained of all hearings conducted by the Special Magistrate, and all sessions shall be open to the public.~~

~~(h) The Special Magistrate shall have jurisdiction of only those cases assigned by the City Manager or his or her designee.~~

~~(i) The Special Magistrate shall follow and enforce the Code provisions as authorized by F.S. Ch. 162. Neither the City Manager nor the City Commission or its members shall give orders to the Special Magistrates.~~

Section 3. It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Cooper City, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

Section 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same 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 and effect.

Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

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

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

ATTEST:

_____
GREG ROSS
Mayor

_____
TEDRA ALLEN
City Clerk

Approved As To Form:

_____
JACOB G. HOROWITZ
City Attorney

ROLL CALL

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

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Ordinance 23-30 (Administration)**

DATE: December 12, 2023

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE FRANCHISE AGREEMENT WITH COASTAL WASTE & RECYCLING OF FLORIDA, INC. ("COASTAL") FOR RESIDENTIAL SOLID WASTE AND RECYCLING HAULING SERVICES, ATTACHED HERETO AS EXHIBIT "A" (THE "AGREEMENT"); GRANTING AN EXCLUSIVE FRANCHISE TO COASTAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT; AUTHORIZING AND DIRECTING THE CITY MANAGER TO FINALIZE AND EXECUTE THE FRANCHISE AGREEMENT BETWEEN THE CITY AND COASTAL; AND PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:
The City Manager recommends Commission approve the execution of a franchise agreement with Coastal Waste & Recycling, Inc. for the collection and hauling of commercial and residential municipal solid waste, residential bulk and recycling and Rolloff services with an effective date of April 1, 2024 and expiring March 31, 2031.

BACKGROUND OF ITEM:
Beginning January 23, 2001, Cooper City has had a collection services agreement with Waste Management Inc. of Florida providing for the collection and hauling of commercial and residential municipal solid waste (MSW), residential bulk and recycling, and Rolloff services. The seventh amendment to this agreement was executed August 24, 2023 and provided for a limited six-month extension of the services agreement. This agreement expires on March 31, 2024.

Request for Proposal (RFP) 2023-2-PW was issued September 29, 2023 to competitively bid these services with the changes/additions to the current service levels/contractual requirements including:

a. City to assume responsibility for actual residential MSW and bulk disposal costs.
b. Proposers asked to identify their fees for all services for years 1 through 7 of the initial contract term.
c. Franchise fees (12%) to apply to all charges, including billed disposal.
d. Customer service specifications including multi-lingual call center, web platforms and reporting tools.
e. Administrative charges to apply to critical service measures.

f. $120,000 annual payment to support Solid Waste Coordinator position to be created.
g. Increase in annual scholarship payment from $5,000 to $10,000 per year.
h. Multi-family properties to be billed as single-family properties eliminating additional costs and invoicing to the City.
i. Emergency debris services included for bulk (as needed).
j. Extra services upon request for bulk customers.
k. Exploration of bulk serviced at current levels, once monthly on Mondays, once every other month at 10cy per collection and once quarterly at 15cy per collection.

ANALYSIS:
The procurement process to competitively bid these services began September 29, 2023, with the issuance of RFP 2023-2-PW. The RFP closed October 23, 2023 receiving a total of four proposals from the following qualified vendors:

1. Coastal Waste & Recycling, Inc.
2. Eastern Waste Systems, Inc.
3. Waste Management Inc. of Florida
4. Waste Pro of Florida, Inc.

In accordance with the City's Procurement Code, an Evaluation Committee (EC) was established, comprised of five members with a mix of internal and external subject matter experts and stakeholders as follows:

1. Phillip R. Holste- Assistant Town Administrator, Town of Davie
2. Notosha Austin- Interim Director, Broward County Solid Waste & Recycling Services
3. Dawn DeLand- Senior Administrative Specialist, Cooper City- Public Works Department
4. Captain Christopher De Giovanni- BSO District Police Chief for Cooper City
5. Michael Nadeau- Senior Budget Analyst, Cooper City- Finance Department

The committee convened for a total of three meetings to thoroughly assess the proposals.

After initial evaluations on November 3, 2023, the EC short-listed the following three proposers:
1. Coastal Waste & Recycling, Inc.
2. Eastern Waste Systems, Inc.
3. Waste Management Inc. of Florida

These three vendors were invited to provide formal presentations and question-and-answer sessions on November 8, 2023, specifically addressing services related to MSW, Recycling, and Bulk Waste. Coastal Waste & Recycling and Waste Management were identified as the two finalists for MSW, recycling and Rolloff services. (Eastern Waste Systems, Inc. only submitted a proposal for bulk waste services). During this meeting, the EC determined that it was in the best interest of the City to request proposers submit their "Best and Final Offers" in accordance with Sec. 2-256(3)(g) of the City Code. These were received on Monday, November 13, 2023 by all proposers.

The EC reconvened on November 14, 2023 for a final meeting to assess the "Best and Final Offers," conduct a final evaluation and ranking, and voted to recommend the separate award of a contract for bulk services to Eastern Waste Systems, Inc. and commercial and residential MSW, recycling and Rolloff services to Coastal Waste & Recycling, Inc.

The contract for bulk services is being recommended for Commission approval under a separate staff report (Ordinance 23-31).

STRATEGIC PLAN:
Strategic Plan #2 – serving the best interests of the health, safety and welfare of the citizens and residents of the City.

PROCUREMENT:
Sec. 2-256 - Methods of Source Selection (3)Competitive sealed proposals (Request for Proposals).

FISCAL IMPACT:
Solid waste charges are not budgeted. Rates charged to customers are a pass-through. The amounts provided below are calculated from the commencement date of the agreement, April 1st, 2024, through September 30th, 2024.

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
601-000-202010-00 (Solid Waste)		$616.846.74	
601-000-202020-000 (Recycling)		$366,223.26	

ALTERNATIVES:
The City could explore the potential benefits of bundling all services under a singular contract with one vendor. Potential benefits include operational synergies, enhanced vendor accountability, one point of contact for customer service issues and requests and simplified administration.

ATTACHMENTS:
1. City of Cooper City Agreement - Coastal Waste & Recycling, Inc.
2. Exhibit A – Solicitation – RFP 2023-2-PW Solid Waste Removal Services
3. Exhibit B – Coastal Waste & Recycling, Inc. Submittal
4. Exhibit C – Coastal Waste & Recycling, Inc. Validation and Verification
5. Tabulation – RFP 2023-2PW
6. Vendor Compliance – Coastal Waste & Recycling, Inc.
7. Memo 2023-007 Chronology of Solid Waste Contract

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	12/01/23 11:35 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	12/07/23 09:41 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	12/07/23 01:39 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	12/08/23 11:17 AM
Allen, Tedra	END WORKFLOW - APPROVED		12/08/23 11:53 AM

ORDINANCE NO. 23-30

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE FRANCHISE AGREEMENT WITH COASTAL WASTE & RECYCLING OF FLORIDA, INC. ("COASTAL") FOR RESIDENTIAL SOLID WASTE AND RECYCLING HAULING SERVICES, ATTACHED HERETO AS EXHIBIT "A" (THE "AGREEMENT"); GRANTING AN EXCLUSIVE FRANCHISE TO COASTAL PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT; AUTHORIZING AND DIRECTING THE CITY MANAGER TO FINALIZE AND EXECUTE THE FRANCHISE AGREEMENT BETWEEN THE CITY AND COASTAL; AND PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the City of Cooper City ("City") provides residential solid waste and recycling hauling services within the City; and

WHEREAS, the City recently advertised its Request for Proposals #2023-2-PW embracing City's intent and desire to hire a firm(s) to provide "Solid Waste Removal Services" (the "RFP"); and

WHEREAS, the RFP contemplated awarding separate contracts for hauling residential solid waste and recycling hauling services and bulk waste; and

WHEREAS, on November 14, 2023, the City's evaluation committee conducted its third meeting to evaluate prospective hauling firms and specifically considered the best and final offers from the shortlisted firms; and

WHEREAS, the City's evaluation committee recommended that the residential solid waste and recycling hauling services portion of the solicitation be awarded to Coastal and recommended that the City negotiate and enter into a franchise agreement with Coastal to render the services described in Exhibit "A" attached hereto and incorporated herein; and

ORDINANCE NO. 23-30

WHEREAS, the City and Coastal desire to enter into the Agreement to provide residential solid waste and recycling hauling services ("Agreement"), a copy of which is attached hereto as Exhibit "A", and incorporated herein by reference; and

WHEREAS, the City Commission hereby determines this Agreement to be in the best interests of the health, safety and welfare of the citizens and residents of the City.

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

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. The City Commission of the City of Cooper City does hereby approve the Franchise Agreement for residential solid waste and recycling hauling services with Coastal Waste & Recycling of Florida, Inc. which is attached hereto as Exhibit “A” and incorporated herein.

SECTION 3. The City Manager is hereby authorized and directed, on behalf of the City, to execute and to otherwise enter into the Agreement for residential solid waste and recycling hauling services by and between the City of Cooper City and Coastal.

SECTION 4. The City Manager, or his designee, be and the same is hereby authorized and directed to do all things necessary and expedient in order to effectuate the execution of the Agreement for residential solid waste and recycling hauling services, including, but not limited, to the appropriating, budgeting, and implementation of each of the terms, conditions, and provisions, thereof, so as to best protect the health, safety, and welfare

of the citizens and residents of the City, in accordance with the Charter and Code of Ordinances of the City.

SECTION 5. All other terms, conditions, and provisions, shall be as set forth in the Agreement for residential solid waste and recycling hauling services, which is attached hereto and made a specific part hereof.

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 remaining portions or applications remaining in full force and effect.

SECTION 7. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

SECTION 8. This Ordinance shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

ORDINANCE NO. 23-30

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

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

_____
MAYOR GREG ROSS

ATTEST:

_____
TEDRA ALLEN, MMC

Approved as to Legal Form:

_____
JACOB G. HOROWITZ
City Attorney

ROLL CALL

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

MUNICIPAL SOLID WASTE (MSW) AND RECYCLING SERVICES AGREEMENT BETWEEN THE CITY OF COOPER CITY AND COASTAL WASTE & RECYCLING, 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 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

COASTAL WASTE & RECYCLING, INC., a **solid waste removal services company**, authorized to do business in the State of Florida, with a business address of **2481 NW 2ND AVE, BOCA RATON, FL 33431** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREMABLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Friday, September 29, 2023,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **solid waste removal services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

RFP 2023-2-PW
"SOLID WASTE REMOVAL SERVICES"

1.2 On **Monday, October 23, 2023,** the bids were opened at the offices of the City Clerk.

1.3 On _____ day of _____, 20____**,** the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for **solid waste removal services for municipal solid waste except residential bulk,** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, **"RFP 2023-2-PW",** attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall be for seven (7) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to one (1) additional seven (7) year terms, subject to the written consent and agreement of both parties.

3.2 This Agreement may be terminated by either party for cause pursuant to Exhibit A, or by the CITY for convenience upon thirty (30) days written notice by the CITY to CONTRACTOR. 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.

3.3 In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month-to-month basis not to exceed 180 days until the services under a new contract takes effect.

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:

COASTAL WASTE & RECYCLING, INC.
Attn: John Casagrande
PO Box 25756
Miami, FL 33102-5756

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 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. The parties 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 CONTRACTOR is required to enter or go onto the 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, CONTRACTOR shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. CONTRACTOR shall be liable for any damages or loss to the CITY occasioned by negligence of the CONTRACTOR or any officers, employees, agents or instrumentalities of the CONTRACTOR has designated in the completion of the services under this Agreement.

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 subcontractors. 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. CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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 Article 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 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, CONTRACTOR 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. CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

Prior to the commencement of the project, CONTRACTOR shall provide 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 CONTRACTOR. Additionally, the CONTRACTOR shall provide 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.

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. CONTRACTOR waives, and CONTRACTOR shall ensure that CONTRACTOR's insurance carrier waives, all subrogation rights against 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 Sexual Abuse may not be excluded from any policy.

7.1.5 Pollution Liability in an amount not less than $1,000,000.00

7.1.6 Disposal Coverage as required by Exhibit A

7.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory

5. All policies shall contain a “severability of interest” or “cross liability” liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

7.3 **INSURANCE CERTIFICATE**. Insurance Certificate Requirements are as set forth in Exhibit A

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
9090 SW 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCity.gov

ARTICLE 11
FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT

ARTICLE 12
SCRUTINIZED COMPANIES -- 287.135 AND 215.473

12.1 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its

affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 13
E-VERIFY

13.1 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 14
COMPLIANCE WITH FOREIGN ENTITY LAWS

14.1 CONTRACTOR ("Entity") hereby attests under penalty of perjury the following:

a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);

b. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);

c. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);

d. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);

e. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,

f. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

ARTICLE 15
MISCELLANEOUS

15.1 **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.

15.2 **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.

15.3 **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.

15.4 **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.

15.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Ryan Eggleston
City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Contractor: **Vice President**
John Casagrande
COASTAL WASTE & RECYCLING, INC.
2481 NW 2ND AVE
BOCA RATON, FL 33431
E-mail: jcasagrande@coastalwasteinc.com
Telephone No: 954-947-4000

Copy To: Office of General Counsel
Coastal Waste & Recycling, Inc.
2481 NW 2nd Avenue
Boca Raton, FL 33431

15.6 **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.

15.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

15.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. All terms, conditions and obligations within the exhibits are necessary and required provisions of the Agreement, unless in conflict with Articles 1-15 of this Agreement, in which case the Articles 1-15 of this Agreement shall prevail. The exhibits if not physically attached should be treated as part of this Agreement. All exhibits are incorporated herein by reference.

15.9 **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.

15.10 **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.

15.11 **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.

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

15.13 **Compliance With Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

15.14 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15.15 **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 CLERK

BY: _____
CITY MANAGER

BY: _____
CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

John Casagrande
Signature

John Casagrande
Print Name

CONTRACTOR:
COASTAL WASTE & RECYCLING, INC., a Florida corporation

BY: _____

Name: Brendon J. Pantano

Title: President, CEO

STATE OF Florida
COUNTY OF Palm Beach

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Brendon Pantano, as CEO of **COASTAL WASTE & RECYCLING, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **COASTAL WASTE & RECYCLING, 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 4th day of December 2023.

MONICA ISABEL SECAIRA
Notary Public - State of Florida
Commission # HH 391344
My Comm. Expires Aug 21, 2027
Bonded through National Notary Assn.

_____
NOTARY PUBLIC

Monica I. Secaira
Print or Type Name

My Commission Expires: Aug. 21, 2027

CITY OF COOPER CITY

Request for Proposal

Solid Waste Removal Services
RFP 2023-2-PW

For information, contact the Purchasing Division:

The Purchasing Division
954-434-4300 Ext. # 268
Purchasing@CooperCity.gov

Release Date: Friday, September 29, 2023
Due Date: Monday, October 23, 2023

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NOTICE TO BIDDERS/PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Cooper City, Florida, will be accepting sealed bids until 3:00 PM (EST) on Monday, October 23, 2023, from qualified contractors capable of providing Solid Waste Removal Services Bidders/Proposers shall comply with all rules and regulations for these services and follow the terms, conditions, and specifications contained in this solicitation. The Awarded vendor shall provide all labor, materials, insurance, and incidentals for the project to the City of Cooper City.

Solid Waste Removal Services
RFP 2023-2-PW

The detailed Request for Proposal (RFP) shall be obtained online at www.DemandStar.com.

Proposals must be received in the City Clerk's Office located in City Hall, 9090 Southwest 50th Place, Cooper City, Florida 33328 no later than 3:00 PM (EST), Monday, October 23, 2023. The outside of the envelope or box must be clearly marked **"RFP 2023-2-PW, Solid Waste Removal Services"** and shall contain one (1) identified, unbound original, three (3) copies, and five (5) electronic copy (flash drives) of your bid/proposal.

A NON-MANDATORY pre-bid meeting will be held at 11:00 AM, Tuesday, October 10, 2023, at 9090 SW 50th Place, Cooper City, Florida 33328.

For questions and/or requests for information about this solicitation, please contact Purchasing@CooperCity.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum. All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid/Proposal Schedule. No part of your bid/proposal can be submitted via fax or e-mail.

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/bids and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Request for Proposal between a potential vendor, service provider, bidder, lobbyist, or; consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager, Staff, and any member of the City's selection or evaluation committee. The Cone of Silence excludes the City's Purchasing Division or the City employee designated as responsible for administering the procurement process for this solicitation. For further information about the Cone of Silence, please contact the City's Purchasing Division.

CITY OF COOPER CITY
City Clerk's Office

Please publish one (1) time on: Wednesday, October 4, 2023

Please send invoice and proof of publication to:

Tedra Allen, CMC City Clerk
City of Cooper City
9090 SW 50 Place Cooper City,
FL 33328
TAllen@CooperCity.gov

SECTION I – INTRODUCTION AND INFORMATION

This solicitation may include the words "bid", "proposal" and "offer". These words are used interchangeably in reference to all offers submitted by prospective respondents in response to Requests for Quotes, Requests for Qualifications, Requests for Proposals and Invitations to Bid.

1.1 PURPOSE

The City of Cooper City (the "City") will receive sealed bids on the date and time specified below for Solid Waste Removal Services as listed and specified herein and on the Bid Form which is and does become a part of this Bid.

1.2 DUE DATE & SUBMITTALS

1.2.1 All bids are due no later than 3:00 PM (EST), Monday, October 23, 2023, to the Office of the City Clerk located at 9090 SW 50th Place, Cooper City, FL 33328. Bids shall be opened and publicly read in the Commission Chambers, on the date and at the time specified.

1.2.2 Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications and Bid Form. The City encourages early submittal of bids.

1.2.3 The completed, signed bid must be submitted in a **SEALED ENVELOPE CLEARLY MARKED WITH THE BID TITLE**. Bids mistakenly opened by City staff, due to failure of the Bidder to correctly identify the package, will be rejected. Telegraphic, facsimile and email bids will not be accepted.

1.2.4 Bids received after the closing time and date, for any reason whatsoever, will not be considered. All bids received after that time will not be accepted and shall be returned to the Bidder. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City. Late bids will be rejected.

1.3 PRE-PROPOSAL MEETING – NON-MANDATORY

A NON-MANDATORY pre-bid meeting will be held at 11:00 AM, Tuesday, October 10, 2023 at 9090 SW 50th Place, Cooper City, Florida 33328.

1.4 ELIGIBILITY AND COMPETENCY OF BIDDERS

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Scope of Services/Technical Specifications section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

1.5 CONTRACT TERM

1.5.1 The contract shall be for an initial period of seven (7) years commencing on April 1, 2024 awarded by City Commission or City Manager, in accordance with the Procurement Code. The contract may be extended for one (1) additional seven (7) year term under the same terms and conditions, if mutually agreed in writing by both parties.

1.5.2 Prior to extending any contract, and in exercising its discretion in its extension rights, the City shall review the Proposer's past performance, record of complaints, and compliance with the contract terms.

1.5.3 The form and legal sufficiency of the Contract shall be subject to the approval of the City Attorney.

1.6 SUPPLY/DELIVERY LOCATION

All work performed under this agreement will be ordered by and delivered to the City of Cooper City, either remotely or in-person.

1.7 PRICE

Bidder/Proposer warrants, by virtue of bidding, that the bid and prices quoted in the solicitation will be firm for acceptance by the City for a period of 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 COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term of seven (7) years. No cost increases shall be accepted in this initial contract term except as described in Section 5.7.6. Please consider this when providing pricing for this request for proposal.

Bidders shall submit firm, fixed pricing for years one (1) through seven (7) in accordance with the provided price proposal sheets. The City will not consider any changes to pricing for the initial term except for changes in commercial/rolloff disposal costs as described in Section 5.7.6 herein.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All-Urban Consumers Price Index (CPI-U), Water and Sewer and Trash, Garbage and Trash Expenditure as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%) unless agreed upon by City.

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

Residential Collection unit count shall be updated once annually and the number of units charged by the Contractor adjusted based on that update, with an effective date of October 1st each year beginning October 2025.

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. City will consider awarding Residential Bulk Services to separate proposer. Should the City award a separate contract for Bulk Services, the Contractor awarded the remaining Residential, Commercial and Rolloff Services shall be considered the Primary Contractor.

THE CITY IS REQUESTING PRICING ON THREE ALTERNATIVE SCHEDULES FOR BULK WASTE PICKUP. CONTRACTORS ARE ASKED TO PROVIDE PRICING FOR THE FOLLOWING:

1) Bulk Serviced 1x Month up to 6cy (Price Per Unit, Per Month) THIS IS CURRENT SCHEDULE; PROPOSERS MUST PROVIDE PRICING FOR THIS SCHEDULE, OR MAY BE DEEMED NON-RESPONSIVE.

2) Bulk Serviced 1x Month up to 6cy- MONDAY SERVICE ONLY (Price Per Unit, Per Month) OPTION A

3) Bulk Serviced Every Other Month up to 10cy (Price Per Unit, Per Month) OPTION B

4) Bulk Serviced Quarterly (4x Annually) up to 15cy (Price Per Unit, Per Month) OPTION C

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, or sent via US Mail to City of Cooper City, 9090 SW 50 Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapters 218, Florida Statutes.

1.11 INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via email Purchasing@CooperCity.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid Schedule. No part of your bid can be submitted via fax or e-mail.

1.12 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.

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, September 29, 2023
NON-MANDATORYPre-Bid Meeting (11:00 AM EST at 9090 SW 50th Place, Cooper City, Florida 33328)	Tuesday, October 10, 2023
Last Date for Receipt of Questions of a Material Nature	Tuesday, October 17, 2023
PROPOSAL DUE (Prior to 3:00PM EST)	Monday, October 23, 2023
Review of Proposals & Selection of Candidates for Presentations	Week of October 23, 2023 Through Week of October 30, 2023
Presentations & Final Ranking	Week of October 31, 2023 Through Week of November 14, 2023
Recommendation of Award/Agenda Item Request	Tuesday, December 5, 2023
Anticipated Award of Contract by City Commission	Tuesday, December 12, 2023

*** *Schedule subject to change* ***

[END OF SECTION]

SECTION III - GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Cooper City Finance Department - Purchasing Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisement.

3.0 SPECIAL CONDITIONS
Any and all Special Conditions that may vary from these General Conditions shall have precedence.

3.1 BID/PROPOSAL TABULATIONS
Proposers desiring a copy of the Bid/Proposal tabulation may obtain one online at www.DemandStar.com.

3.2 NO BID/PROPOSAL
If not submitting a Bid/Proposal, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification shall be cause for removal of a supplier's name from the Bid/Proposal mailing list. NOTE: In order to qualify as a respondent, a Bid/Proposer shall submit a "no bid" and same shall be received no later than the stated Bid/Proposal opening date and hour.

3.3 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.)
https://library.municode.com/fl/cooper_City/codes/code_of_ordinances?nodeId=CH2AD_ARTXCOPRCO_S2-265APRE

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 commercial and residential solid waste and recycling collections 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 commercial and residential solid waste and recycling collection activities. Local manager assigned to supervise the work must have a minimum of 5-years of experience in solid waste and recycling collection operations and have served as have served as the manager for collection activities for operations of 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 SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the City, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

3.18 CONTRACT ADMINISTRATOR

The City may designate a Contract Administrator whose principal duties shall be:

- Liaise with Contractor
- Coordinate and approve all work under the contract
- Resolve any disputes
- Assure consistency and quality of Contractor's performance
- Schedule and conduct Contractor performance evaluations and document findings
- Review and approve for payment all invoices for work performed or items delivered

3.19 CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Administrator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing within ten (10) business days of his receipt to the City Contract Administrator if he/she takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

3.20 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.

3.21 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.

3.22 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.

3.23 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:

3.23.1 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;

3.23.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3.23.3 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

3.23.4 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.

3.24 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.

3.25 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:

3.25.1 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.

3.25.2 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.

3.25.3 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.

3.25.4 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.

3.25.5 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.

3.26 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.

3.27 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.

3.28 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.

3.29 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.

3.30 TERMINATION

3.30.1 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.

3.30.2 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.

3.30.3 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.

3.30.4 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.

3.31 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.

3.32 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.

3.33 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.

3.34 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.

3.35 PUBLIC RECORDS:

a. The Successful Proposer agrees to keep and maintain public records in Successful Proposer's possession or control in connection with Successful Proposer's performance under this Agreement. Successful Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Successful Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

b. Upon request from the City custodian of public records, Successful Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

d. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Awarded Vendor shall be delivered by the Successful Proposer to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Successful Proposer shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Successful Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

e. Any compensation due to Successful Proposer shall be withheld until all records are received as provided herein.

f. Successful Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

g. In accordance with Section 119.0701(1)(a), Florida Statutes, **IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CUSTODIAN OF PUBLIC RECORDS:**

CITY CLERK
CITY OF COOPER CITY
9090 SW 50 PLACE
COOPER CITY, FL 33328
954-434-4300 x #291
PRR@cooperCity.gov

3.36 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.

3.37 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.

3.38 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

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 YEAR ONE TOTAL PROPOSED AMOUNT for the residential and commercial services (excluding rolloff) 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 REQUIRED

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.

5.1.1 PURPOSE

The City of Cooper City is seeking proposals from qualified firms, hereinafter referred to as the Contractor(s), to perform solid waste collections and disposal services for the City of Cooper City, in accordance with the terms, conditions, and specifications contained in this solicitation. Collection services shall include but may not be limited to automated collection of residential garbage carts, automated collection of residential recycling carts, multi-family garbage and recycling services, commercial garbage services, bulk trash and white goods collection, and rolloff services.

5.1.2 OPEN MARKET

Commercial recycling services will be open market and will not be part of this exclusive agreement.

5.2 AGREEMENT(S)

The City of Cooper City is seeking a qualified Contractor to perform collection and disposal services as contained herein:

Residential Collection Accounts:	10,919
Commercial Collection Accounts:	164
Rolloff Collection Accounts:	28

See "**Exhibit A"** for Commercial and Rolloff Account Listing.

The City provides residential services generally described as follows:

- Twice weekly collections of curbside municipal solid waste and yard waste (MSW) using automated carts in 96-gallon capacities
- Once weekly collections of curbside recycling (RCY) using automated carts, predominantly in 96-gallon capacities
- Once monthly collections of bulky waste and white goods (BULK) limited at 6cy per customer (residential unit) per month.

Residential collection unit count shall be updated once annually and the number of units charged by the Contractor adjusted based on that update, with an effective date of October 1st each year beginning October 2025.

The City shall pay the tipping fees (disposal fees) for all residential services to include MSW, RCY and BULK directly to the disposal or processing facility.

This solicitation includes all three (3) collection services for residential (MSW, RCY and BULK). Map links below:

Residential Garbage
Residential Recycling
Residential Bulk

The City provides commercial and rolloff services generally described as follows:

- Minimum of once weekly collections of municipal solid waste (MSW) using mechanical containers (dumpsters and frontend loading compactors) and/or automated carts
- Rolloff (and Rolloff Compactor) services with capacity and frequency of service as agreed upon between customer and Contractor and in compliance with the City's Code of Ordinances-

https://library.municode.com/fl/cooper_City/codes/code_of_ordinances?nodeId=CH8GATRVEGR_ARTILI_S8-13OWMAPRFRLI and as amended from time to time

Contractor shall pay the tipping fees (disposal fees) directly to the disposal or processing facility for all commercial and rolloff services.

5.3. DEFINITIONS

As used in this Scope of work and the Agreement, the following terms shall have the meanings as set forth in this Section. The words "shall," "will," and "must" are always mandatory and not merely discretionary. The word "may" indicate something that is not mandatory but permissible. When not inconsistent with the context, words in the plural shall include the singular and vice versa, words importing persons shall include firms and corporations, words in the present tense shall include the future, and use of the masculine gender shall include the feminine gender. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the initial date of adoption of this Agreement.

5.3.1.1 Agreement

Agreement shall mean the written Agreement entered into between the City and the Contractor for the provision of Collection Services and any written amendment thereto as agreed upon by the City and the Contractor.

5.3.1.2 Alleys

Alleys shall mean a narrow street or passageway between or behind homes/houses or buildings.

5.3.1.3 Automated Collection

Automated Collection shall mean the collection of Solid Waste using Carts. Automated collection may mean an automated collection system or a semi-automated collection system.

5.3.1.4 Biological Waste

Biological waste means solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

5.3.1.5 Biomedical Waste

Biomedical waste means any solid waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste that contains human-disease-causing agents; discarded disposable sharps; human blood and human blood products and body fluids; and other materials that in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility.

5.3.1.6 Bulk Waste/Trash

Bulk Waste/trash shall mean large, discarded items including, but not limited to, discarded White Goods, toilets, pool heaters, sheet metal, bedding, furniture, yard waste and other similar items.

Bulk generated by a contractor remodeling, repairing, or installing equipment at a residential home should be disposed of by the contractor performing the remodeling/repair work. In the event bulk waste is left for curbside pickup, it shall be considered unacceptable waste and will not be removed by City's contracted hauler.

5.3.1.7 Cans and Garbage Cans
Cans and Garbage Cans shall mean a City approved plastic can of a type commonly sold as garbage cans of a capacity not more than ninety-six (96) gallons in size.

5.3.1.8 Carts
Carts shall mean a container with an attached tight-fitting lid of up to, approximately, ninety-six (96) gallons mounted on wheels and designed to hold Recyclables or Solid Waste and to be mechanically dumped into a collection truck. All Carts shall be clearly marked in a manner approved by the Contract Administrator.

5.3.1.9 City
City shall mean the City of Cooper City, Florida, a municipal corporation of the State of Florida acting through the City Commission, City Manager, or official designated by the City Manager.

5.3.1.10 City Facility
City Facility shall mean a City owned location designated for service under this agreement.

5.3.1.11 Collection and Collect
Collection and Collect shall mean the act of picking up Solid Waste, Yard Waste, Recyclables, Construction & Demolition Debris or Bulk Waste and delivering it to a Designated Facility.

5.3.1.12 Collection Service
Collection Service shall mean the Collection of Solid Waste, Yard Waste, Recyclables, Bulk Waste, and delivery to the Designated Facility by the Contractor.

5.3.1.13 Commingled
Commingled refers to a system in which all paper, plastics, glass, metals, and other program recyclables are mixed together.

5.3.1.14 Construction and Demolition Debris (C&D Waste)
Construction and Demolition Debris (C&D Waste) means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause the resulting mixture to be classified as other than construction and demolition debris. The term also includes:

(a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
(b) Except as provided in Section 403.707(9)(j), F.S., yard trash and unpainted, nontreated wood scraps and wood pallets from sources other than construction or demolition projects;
(c) Scrap from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities; and

(d) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

5.3.1.15 Commercial Service Unit
Commercial Service Unit shall mean all units other than Residential Service Units, Multi-family Service Units, or City Facilities. Commercial Service Units includes apartment complexes. The City reserves the right to designate establishments as Commercial Service Units under this Agreement.

5.3.1.16 Contractor
Contractor shall mean that person or entity that has entered into this agreement to provide the services described herein.

5.3.1.17 Contract Administrator
Contract Administrator means the City of Cooper City Manager or his/her designee.

5.3.1.18 Compactor
Compactor shall mean any Container, regardless of its size, which has a compaction mechanism, whether stationary or mobile, and approved for use by the Contract Administrator.

5.3.1.19 Container
Container shall mean Cart, Can, Compactor, Dumpster, and Roll-off.

5.3.1.20 Curbside
Curbside shall mean adjacent to, or in proximity, to thoroughfares, roadways, or parking areas as determined by the Contract Administrator.

5.3.1.21 Designated Facility
Designated Facility shall mean the disposal and recycling facilities designated by the City for receiving Solid Waste, Yard Waste, Bulk Waste, or Recyclable Materials under this Agreement.

5.3.1.22 Dumpster
Dumpster shall mean any container excluding compactors with a tight-fitting lid and minimum of one (1) cubic yard and maximum of eight (8) cubic yards approved by contract administrator designed to receive and transport and dump waste.

5.3.1.23 Enclosure
Enclosure shall mean any structure designed for the storage of Containers at Commercial Service Units or Multi-Family Service Units.

5.3.1.24 Extra Pick-Ups
Extra pick-ups shall mean collection of services provided by contractor on a day other than the scheduled collection days or extra loads other than usual collection.

5.3.1.26 Garbage
Garbage shall mean kitchen and table refuse, all general combustible waste, such as paper and rags, paperboard boxes, and every accumulation of animal and vegetable matter that attend the preparation, decay, dealing in or storage of food such as: meats, fish, fowl, game, fruits and vegetables.

5.3.1.27 Hazardous Waste
Hazardous waste means solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

5.3.1.28 Multi-Family Service Unit
Multi-family Service Unit shall mean condominium residential units typically receiving Collection Service by Dumpsters or Compactors. The City reserves the right to designate Multi-family Service Units.

5.3.1.29 Processable Waste
Processable Waste shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agriculture, commercial and light industrial wastes, commercial waste, leaves and brush, paper and cardboard, plastics, wood and lumber, rags, carpeting, occasional tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties, and logs, and excluding unprocessable waste and unacceptable waste.

5.3.1.30 Recovered Materials or Recyclable Material and Recyclables
Recovered Materials or Recyclable Material and Recyclables shall mean metal, paper, glass, or plastic materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described in this subsection are not solid waste.

5.3.1.31 Recycling Cart
Recycling Cart shall mean a receptacle with wheels with a capacity of up to, approximately, ninety-six (96) gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by Contract Administrator for the Collection of Recyclable Materials. All such Recycling Carts must be clearly marked in a manner as approved by the Contract Administrator.

5.3.1.32 Residential Service Units
Residential Service Units shall mean residential establishments located in Service Area and identified by Contract Administrator as Residential Service Units and utilizing a Can or Solid Waste Cart(s) for the accumulation and set out of Solid Waste in accordance with this Agreement. At the sole discretion of Contract Administrator, some, all or none of the multi-family establishments utilizing Solid Waste Cart(s) shall be considered a Residential Service Unit(s).

5.3.1.33 Rolloff
Rolloff shall mean any container, excluding compactors and dumpsters with a capacity of greater than 8 cubic yards which is normally loaded onto a truck and transported to a disposal facility approved by the contract administrator.

5.3.1.34 Single Stream
Single Stream shall mean a Collection process in which all Recyclable Materials are collected mixed together with no sorting required by Residential Service Unit, Commercial Service Unit, City Facility, or other Person generating the Recyclable Materials.

5.3.1.35 Special Events
Special Events shall mean events sponsored or co-sponsored by City.

5.3.1.36 Solid Waste
Solid Waste means sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials are not solid waste.

5.3.1.37 Source Separated
Source Separated shall mean that the Recyclable Materials (Recovered Material) are separated from Solid Waste at the location where the Recyclable Materials and Solid Waste are generated. The term does not require that various types of Recyclable Materials be separated from each other, and recognizes de minimis Solid Waste, in accordance with industry standards and practices, may be included in the Recyclable Materials.

Materials are not considered Source Separated when two or more types of Recyclable Materials are deposited in combination with each other in a Commercial Service Unit's Collection Container located where the materials are generated **and when such materials contain more than 10 percent Solid Waste by volume or weight**.

For purposes of this Agreement, the term "various types of Recyclable Materials" means metals, paper, cardboard, glass, plastic, textiles, and rubber.

5.3.1.38 Special Pick-up Service
Special Pick-up Service shall mean Collection Services provided by Contractor other than the scheduled services.

5.3.1.39 State
State shall mean the State of Florida.

5.3.1.40 Ton
Ton shall mean a unit of weight equal to 2,000 pounds.

5.3.1.41 Unacceptable Waste
Unacceptable Waste shall mean: (a) Hazardous Waste,
(b) Lead Acid Batteries, (c) Nuclear Waste, (d) Radioactive Waste, (e) sewage sludge,
(f) explosives, (g) asbestos containing materials, (h) beryllium containing waste, (i) nickel cadmium batteries, (j) mercury containing devices, (k) untreated biomedical waste,
(l) biological waste, (m) appliances containing chlorofluorocarbons (CFCs), (n) items of waste that would reasonably be believed to likely pose a threat to health or safety, or (o) the acceptance and disposal of which may cause damage to the Disposal Facility or that are prohibited by state or federal law.

5.3.1.42 Unprocessable Waste
Unprocessable Waste shall mean that portion of the solid waste stream that is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery system. Unprocessable waste shall include, but not limited to, metal furniture and appliances, concrete rubble, mixed roofing materials, noncombustible building debris, rock, gravel and other earthen materials, equipment, wire and cable, and any item of solid waste exceeding six feet in any one of its dimensions

such that a sphere with a diameter of eight inches could be contained within such mass portion, and processable waste (to the extent that it is contained in the normal unprocessable waste stream).

5.3.1.43 White Goods

White Goods shall include discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances. White Goods shall include non-freon containing appliances.

5.3.1.44 Yard Waste

Yard Waste shall mean include all accumulations of shrubbery, cuttings, palm fronds, or tree limbs, vegetative matter resulting from landscaping maintenance, and other items of a similar nature.

5.4 GENERAL COLLECTION REQUIREMENTS

5.4.1 Hours of Operations

Contractor shall make collections Monday through Saturday. Contractor shall not allow collection vehicles to begin service before 7:00 A.M. or operate after 7:00 P.M unless express written approval is provided by the Contract Administrator or his/her designee. Such permission does not waive any administrative fees or administrative penalties as outlined in this contract unless explicitly requested by Contractor and approved by City's Contract Administrator. Such permission shall be given or denied at the City's sole discretion.

5.4.2 Service Hour Changes

Notwithstanding anything else contained herein, the hours and days of collection service may be extended or reduced when such change is requested by the Contractor and approved in advance by the Contract Administrator and when the Contract Administrator determines that such change is necessary or otherwise appropriate to protect the public health, safety or welfare.

5.4.3 Maintaining of Schedules

At times during the year the quantity of solid waste, yard waste, bulk waste and/or recycling may be materially increased due to seasonality, tourism, special events occurring in the area and other social and economic drivers. These variations will not be considered justification for the Contractor to not maintain the required collection schedules and routes. Additionally, these fluctuations will not justify or excuse a failure by the Contractor to provide service in compliance with the approved schedules and routes. The Contractor is responsible for the timely collection of all materials that are set out on the scheduled collection days, subject to the conditions herein, regardless of any fluctuations in the amount of material that is set out.

5.4.4 Adjustments to the Service Area

The boundaries of the service area may be adjusted from time to time as a result of actions by the City or others, with a minimum of 60-days notice by the City. Similarly, the boundaries of the service area may be adjusted if lands are added to or removed from the City pursuant to an annexation, interlocal agreement, or similar change after the effective date. In such cases, the rights of the Contractor may be revised in accordance with Section 171.062, Florida Statutes, or other applicable laws.

The annexation of land after the effective date may require the Contractor to provide collection services in the annexed area or, in the alternative, such area may be served by another Contractor or entity.

In either case, the Contractor shall provide its services in the City (with or without the annexed area) for the rates established in this under this agreement. There shall be no change in the Contractor's rates if collection service in the newly annexed area is provided by another Contractor or entity. There also shall

be no change in the Contractor's rates if the boundaries of the service area are revised after the effective date.

Contractor shall be compensated for the number of residential units added in the adjusted service area with an effective date of the first collection by Contractor as agreed upon with City. Unit count will then become a part of the contract unit count and adjusted as described in Section 5.2.

5.5 SERVICE STANDARDS

The successful bidder will provide a level of service equal to or greater than the industry standard for each account.

The work will be done in a sanitary manner. The Contractor's employees will pick up trash, recyclables or yard trimmings spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck immediately.

Residential and Commercial containers shall be emptied and returned to the customer's original placement location/designated setout location at each service location with lids closed. However, the Contractor shall ensure that no containers are placed in areas where they become obstructions to pedestrians, traffic flow, roadways, or driveways. Containers shall remain upright with lid closed and shall be left in a neat and orderly manner. Containers shall be handled with due care at all times. Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition.

Contractor shall schedule and dispatch sufficient quantities of equipment and labor to successfully complete the routes each day, within the allotted time period and obtaining desired program results.

Contractor shall not operate on City roadways in a manner that unnecessarily disrupts the flow of traffic and will not impede traffic flow in and around school loading and unloading zones while in active use.

Noise and disturbance will be kept to a minimum and Contractor shall comply with any and all applicable rules and laws including § 10-1 "Cooper City Noise Chapter" of the City's Code of Ordinances. https://library.municode.com/fl/cooper_City/codes/code_of_ordinances?nodeId=CH10NO

5.5.1 Special Disability Pull Out Service for Residential Waste & Recycling

The Contractor will be responsible to provide special pull-out services for customers who are disabled and who have provided required documentation to the City. There are currently ten (10) customers in the City that are unable to place their cart(s) curbside. The contractor will be responsible to bring the cart(s) to the curb for dumping and then return it to its original placement. There will be no additional charge for those residents that are unable to bring their garbage cart to the curb. The City reserves the right to increase or decrease these numbers as may be required at no additional cost to the City. Bulk services are excluded from this requirement. Contractor is not obligated to collect material that is placed outside of the cart.

5.5.2 Materials in Unapproved Containers & Customer Education

Any materials set out for residential collection that are not in an approved container will be left at the pick-up location along with instructional materials provided by the Contractor and approved by the City educating the customer about the City's solid waste plan and recycling program. Contractor is not obligated to collect material that is placed outside the Mechanical Container or Cart.

In the event that non-recyclable materials are placed in the residential recycling cart, the Contractor will leave the materials in the cart along with instructional materials provided by the Contractor and approved by the City educating the customer about the recyclable materials accepted in the City recycling program and how to prepare those materials.

5.5.3 Temporary Street Closures for Residential Services Units

In those instances where a public or private street within the Service Area is temporarily closed to vehicular traffic due to construction, special event, public safety incident, etc., the Contractor shall make every effort to service the customer, including servicing the customer through pedestrian access, if available, to provide no disruption of service to the Residential Service Unit.

The Contractor shall not receive additional compensation, or a waiver on collection times and completion, resulting from the streets being inaccessible. The contractor is responsible for determining whether to utilize pedestrian access or return within 24 hours to collect the missed pickups.

5.5.4 Exclusive Routes & Route Restructuring

The City recognizes that residential routes may need to be restructured and that the Contractor desires to provide service as efficiently as possible. Contractor will be responsible for providing any routing software, equipment, personnel and expert technical support (including consultant, if needed) at Contractor's expense, to provide options for restructuring routes of services for which they are contracted. Service levels shall remain the same to customers with no changes in service frequency. City Contract Administrator shall have final approval for any changes proposed. All changes are subject to final written approval of the City and must include a formal timeline for implementation, including public outreach which will be at the Contractor's sole expense. Contractor is responsible for providing all route restructuring services, including reports as requested by the City along with any data required to make an informed decision, in a format acceptable to the City. Timing of reroutes, if approved, shall be determined by the City, at the City's sole discretion.

Should contract be awarded to more than one Contractor, the Contractor requesting the route restructuring shall bear the responsibility of all routing related to their contracted services including software, equipment, personnel and expert technical support (including consultant, if needed) at Contractor's expense.

The City will consider a Monday through Friday collection schedule.

Contractor shall notify the City of its routes and schedules. City reserves the right to deny Contractor access to certain streets, alleys and public ways inside the City where the City determines that it is in the interest of the general public to do so because of the conditions of the streets, bridges or other infrastructure. Contractor shall not interrupt the regular schedule and quality of service because of such street closures.

Customers serviced under this contract shall be provided service on the established route service days. City shall receive electronic copy of all routes run by Contractor including, but not limited to, route boundaries, house count, trucks deployed and house count upon request. All route and schedule changes are subject to approval by the City's Contract Administrator or designee. Changes in collection schedules shall be prominently provided to each affected customer by individually notifying same in writing with notice in a format approved by City. City reserves the right to design and draft such notices at its sole discretion. All costs for printing and mailing/distribution are to be borne by the Contractor.

City expressly reserves the right to approve or deny any requests for routing or scheduling changes.

Contractor shall not be responsible for scattered materials unless caused by their operations or staff, in which case all scattered material shall be picked up immediately by the Contractor.

Contractor and their employees shall not be required to expose themselves to the danger of being bitten or injured by dogs or other animals at large. Contractor shall immediately notify the owner or occupant of the property along with the City to immediately cure the safety risk.

The Contractor shall increase the routes, work force and equipment as needed to properly perform under this contract.

City reserves the right to request or conduct an audit of the Contractor's routes at its sole discretion. This may be performed by the City, a subcontractor approved by the City or by the Contractor at the City's request. Contractor agrees to cooperate with such requests. Contractor agrees to provide all information requested by the City related to its routes, equipment and employees providing service under this contract including but not limited to access to GPS, route sheets, equipment information, etc. Contractor agrees to conduct audits from time to time as requested by the City including but not limited to contamination or resident participation in collection programs. This shall be at no cost to the City.

5.5.5 Holidays – Christmas Day

For this contract, the only recognized holiday shall be Christmas Day, annually on December 25th.The Contractor shall not be required to provide residential collection services to customers. In those instances where the scheduled collection day falls on Christmas Day, the contractor shall conduct the collection service on the next regularly scheduled collection day for the customer. No additional "make up" service will be required for MSW or RCY. For residential bulk waste collections, Contractor will provide a make-up day scheduled and approved by the Contract Administrator. For Commercial customers, Rolloff customers and Multi-family customers serviced with mechanical containers, Contractor will provide a make-up day and coordinate schedule with customer, subject to the City's approval.

Example: *If the residential customer's garbage collection days are Mondays and Thursdays and Monday is Christmas Day, December 25, their next scheduled service day would be on Thursday December 28. The customer would place their garbage at the curb on Thursday December 28, their next regularly scheduled collection day after Christmas, and it shall be collected.*

Holiday (Christmas) trees: For three weeks following Christmas Day, (Primary)Contractor responsible for Residential MSW and RCY collections agrees to collect live Christmas trees placed to the curb for disposal. Residents will be required to remove all lights, ornaments, and other decorations. Quantities collected must be tracked by the Contractor and reported to the City. Such collections shall be collected and disposed of as yard waste and taken to a disposal facility as approved by the City's Contract Administrator.

5.5.6 Sufficient Inventory of Containers

The Successful Proposer(s) shall be responsible for providing and maintaining a sufficient inventory of Containers including but not limited to Carts, Cans, Decals, Compactors, Dumpsters, and Roll-offs for Solid Waste and Recycling Services to ensure that extra or replacement Containers can be provided to customers in accordance with the terms and conditions of the Contract. Contractor is responsible for the storage of Containers at a secure location of their choosing, subject to approval by the City's Contract Administrator.

5.5.7 Disaster Services

In the event of a disaster, such as a hurricane, the Contractor will be expected to continue with collection service until the City declares a "State of Emergency" and/or until the Contract Administrator and Contractor agree that service should be suspended due to unsafe conditions. The Contractor will be expected to resume and continue normal collection schedules as soon as safely possible. Due to the magnitude of the disaster, if the Contractor is called upon to assist in debris clearing or other duties under "State of Emergency", the Contractor may be eligible for additional compensation under rates and adjustments. No additional compensation should be expected for increased cart tonnage before or after the State of Emergency. No additional compensation should be expected for general windstorms, poor weather conditions or other unusual events outside of a "State of Emergency" declaration.

5.6 COLLECTIONS FROM RESIDENTIAL SERVICE UNITS

5.6.1 Customers Serviced

Residential Units: **10,919**

Count broken down as follows:

- Single Family Units: 10,126
- Multifamily Units: 641
- Quadplex Units: 136
- Octoplex Units: 16

5.6.2 Residential Carts

The City has issued each residential unit the following (automated) wheeled carts for residential collection services unless otherwise indicated:

- Two (2) Green 96-gallon carts for garbage and yard waste combined (MSW) serviced twice (2x) per week
- One (1) Blue 96-gallon cart for single-stream recycling serviced once (1x) per week

A limited number of residential customers may have more than two (2) carts for MSW. The current number of customers with more than two (2) carts is 25. This may increase or decrease at any time during the contract period. Contractor shall service carts as directed by the City at no additional cost to the City. See current list below:

9431	SW 51 CT	2 96 GAL TOTER REL ADDITIONAL
10030	NW 35 ST	1 96 GAL TOTER REL ADDITIONAL
10362	SW 50 CT	1 96 GAL TOTER REL ADDITIONAL
12150	SW 51 PL	1 96 GAL TOTER REL ADDITIONAL
5430	SW 115 AVE	1 96 GAL TOTER REL ADDITIONAL
11083	CHANDLER DR	1 96 GAL TOTER REL ADDITIONAL
10749	NASHVILLE DR	4 96 GAL TOTER REL ADDITIONAL
10167	SW 52 ST	1 96 GAL TOTER REL ADDITIONAL
5123	SW 93 AVE	1 96 GAL TOTER REL ADDITIONAL
4960	SW 90 TER	1 96 GAL TOTER REL ADDITIONAL
4966	SW 90 TER	1 96 GAL TOTER REL ADDITIONAL
11550	SW 56 CT	1 96 GAL TOTER REL ADDITIONAL
12153	SW 49 CT	1 96 GAL TOTER REL ADDITIONAL

5006	SW 90 WAY	1 96 GAL TOTER REL ADDITIONAL
3698	NW 96 AVE	1 96 GAL TOTER REL ADDITIONAL
5215	SW 91 TER	1 96 GAL TOTER REL ADDITIONAL
3501	BARK WAY	1 96 GAL TOTER REL ADDITIONAL
10983	BOSTONDR	1 96 GAL TOTER REL ADDITIONAL
11079	NASHVILLE DR	1 96 GAL TOTER REL ADDITIONAL
11112	BOSTONDR	1 96 GAL TOTER REL ADDITIONAL
11335	SW 58 CT	1 96 GAL TOTER REL ADDITIONAL
Total Carts over 2		**25**

The awarded Contractor shall assume the responsibility of all existing carts for garbage and recycling at Residential Service Units.

Carts shall be emptied and returned to the customer's original placement location. However, the Contractor shall ensure that no carts are left in the roadway or blocking ingress/egress including but not limited to driveways, alleyways, sidewalks and bicycle lanes. Carts shall be placed upright with the lids closed. Carts shall be left in a neat and orderly manner along the length of the neighborhood block. Carts shall be handled with care at all times.

At no time shall a City cart be used for other contracts, open market commercial activities or for any purpose other than use by a recognized City customer serviced under this contract.

It will be the Contractor's responsibility to procure new carts with the City providing final approvals including, but not limited to, cart specifications, design, branding, and in-mold labelling.

Contractor should include proposed cart specifications in their response to this solicitation. At a minimum, the specification sheet(s) shall address the following:

- Manufacturer
- Construction material, including post-consumer recycled content
- Molding technology
- Standards of design (American National Standards Institute- ANSI)
- UV Stabilization certificate
- Load rating
- Design standards for lid, handles, lifting, bottom, wheels, axles and fasteners
- Interior and exterior finish surfaces
- Color
- Volumetric capacity
- Identification and marking
- Manufacturer's warranty (City prefers 10 years)

City will provide Contractor with electronic, print-ready graphics for cart hot stamps and in-mold labelling. The costs related to the procurement of carts will be borne by the Contractor as outlined below. All replacement parts shall be procured by the Contractor at the Contractor's sole expense. The City retains rights to all inventory distributed and in use at the curb, along with any remaining inventory,

of both carts and associated cart parts procured for use under this contract. This includes ownership rights upon expiration or termination of this contract whether at the City or the Contractor's request.

The Successful Proposer(s) shall be responsible for providing and maintaining a sufficient inventory of Carts to ensure that extra or replacement Containers can be provided to customers in accordance with the terms and conditions of the Contract. Contractor is responsible for the storage of City carts at a secure location of their choosing, subject to approval by the City's Contract Administrator. Contractor shall provide a monthly inventory of carts to the City no later than the first Monday of each calendar month, unless otherwise agreed upon in writing by the City's Contract Administrator. Inventory report shall include:

A. New Carts by Type and Size
B. Refurbished Carts by Type and Size
C. Damaged Carts (no longer useable)

5.6.3 New/Replacement Containers for Residential Service Units

Contractor is expected to have containers available for residents in the event a Residential Service Unit reports their cart as damaged or missing/stolen. Upon notification to the Contractor by the City or customer that the Residential Service Unit's Container has been stolen or has been damaged, the Contractor shall deliver a replacement Container to such Residential Service Unit within five (5) working days. There shall be no limit on the number of times that a container may be replaced at any given Residential Service Unit.

Historical service requests for the last 3 years below:

CONTAINER SIZE	35 gal	64 gal	96 gal	Grand Total
Total MSW	3	298	5,141	5,442
2020		76	1,537	1,613
2021		105	1,473	1,578
2022	1	71	1,210	1,282
2023	2	46	921	969
Total RECYCLE		70	1	71
2020		35		35
2021		22		22
2022		10	1	11
2023		3		3
Grand Total	**3**	**368**	**5,142**	**5,513**

5.6.4 Smaller Sized Carts

The Contractor shall provide Residential Service Units the option, upon request, for a smaller automated cart for recycling or MSW. These options should include the approximate sizes of 65 and 35 gallons.

The City does not currently have a list of what sized cart(s) are located by Residential Service Unit nor a container count for residential service.

5.6.5 Recyclable Materials to be collected

The City's single-stream recycling program currently accepts the following:

- Mixed paper- A mixture of various qualities of paper not limited to type of fiber content. Acceptable fibers include newspaper, inserts, catalogs, magazines, junk mail, office paper, soft-covered books, file folders, shredded paper, phone books, paper bags, soda cartons and boxes from items such as cereal, tissue, rice and pasta.
- Aluminum food and beverage containers
- Steel food and beverage containers
- All plastic bottles and containers marked 1,2,3,4,5,6 and/or 7. This includes milk and soda bottles, detergent bottles, shampoo bottles, etc.
- Aseptic containers (milk and juice cartons/drink boxes)
- Glass food or beverage containers - clear, brown and green
- Cardboard

The City reserves the right to add or remove acceptable items from its single-stream recycling program at the City's sole discretion. Contractor will be provided 30-days written notice should there be a change in the materials accepted.

5.6.6 Residential Communities with Mechanical (Containerized) Services

There are currently five (5) residential communities that have containerized pickup service:

- Baffy Woods Condominium
- Camelot Gardens
- Camelot Lakes
- Crown Colony
- Forest Lake Townhomes

Residents receive MSW and RCY service using community containers (frontend load (FEL) dumpsters and/or carts). These community containers shall be provided, maintained and serviced by the Contractor. Ownership of such equipment remains with the Contractor at all times unless otherwise agreed upon by the Contract Administrator, in writing, with terms mutually agreed upon by both the Contractor and the City. Changes in service including increases or decreases in container size and frequency of service and types of containers provided may change from time to time. Current service levels below:

Community	Address	No. of Cans	Service Frequency (Week)	Can Size
Baffy Woods	5100 SW 90th Avenue			
Solid Waste		2	4x	2yd FEL
Recycling		7	1x	90gal
Camelot Gardens				
Solid Waste		10	2x	6yd FEL
Recycling		25	1x	90gal
Camelot Lakes				
Solid Waste		4	3x	6yd FEL
Recycling		12	1x	90gal
Crown Colony	2859 S. Belmont Lane			
Solid Waste		6	2x	8yd FEL
Recycling		20	1x	90gal
Flamingo Lakes	SW 51st Street			
Solid Waste		6	3x	6yd FEL
Recycling		33	1x	90gal

These communities receive bulk collection services with piles placed at designated locations for each community. Contractor shall provide all services at no additional cost to the City. Contractor shall be paid for the units at these locations through the residential billing per unit. House count for these locations is a total of 641 as per below. Any adjustments (increase or decrease) in units for these communities will be reflected in annual house count adjustment (see Section 5.2)

Baffy Woods	55
Crown Colony	156
Camelot Gardens	176
Camelot Lakes	82
Flamingo Lakes	172
Total Units	**641**

5.6.7 Pick-Up Locations

Solid waste and recycling collection service is provided to all residential customers. Service areas in Cooper City have differing requirements and challenges. Bidder must demonstrate the ability to possess all resources required to service if awarded.

Customers place their carts curbside for collection. However, in a few locations service is provided in the paved alley. In certain locations, such as cul-de-sacs and one-way streets, the driver may have to manually pull the carts to the truck to provide service. If access to a curbside cart is not directly accessible from the collection vehicle, the driver may have to manually pull the cart to the truck in order to provide service. The Contractor shall reposition the cart in reasonable proximity to where it was set out for collection by the resident. Alternative collection areas for identified accounts shall be provided when identified by the City.

The Contractor shall provide Service for the Disabled as described in section 5.5.1 herein.

Contractor is not obligated to collect materials placed outside the Mechanical Container or Cart.

Quadplexes and Octoplexes receive backdoor service. Contractor shall provide such service at no additional cost. Contractor and/or City may change manner of collection upon request, at approval of the City, at any time during this agreement. Addresses for these units are below:

Service Addresses- Quad and Octoplexes	
5219 SW 91 AVE	5215 SW 91 AVE
5221 SW 91 AVE	5214 SW 91 AVE
5222 SW 91 AVE	5280 SW 90 WAY
5291 SW 90 WAY	5210 SW 90 WAY
5220 SW 91 AVE	5260 SW 90 WAY
5240 SW 90 WAY	5209 SW 91 AVE
5230 SW 90 WAY	5207 SW 91 AVE
5205 SW 91 AVE	5261 SW 90 WAY
5206 SW 91 AVE	5270 SW 90 WAY
5211 SW 90 WAY	5281 SW 90 WAY
5241 SW 90 WAY	5218 SW 91 AVE
5251 SW 90 WAY	5213 SW 91 AVE
5221 SW 90 WAY	5217 SW 91 AVE
5231 SW 90 WAY	5216 SW 91 AVE
5208 SW 91 AVE	5212 SW 91 AVE
5250 SW 90 WAY	5290 SW 90 WAY
5220 SW 90 WAY	5210 SW 91 AVE
5211 SW 91 AVE	5271 SW 90 WAY

It will be the sole responsibility of the bidder to tour the specific routes and familiarize themselves with the work addressed in the contract and the levels of service expected. It is strongly suggested that the bidder become familiar with all routes to understand the requirements and equipment necessary to provide bulk, garbage, and recycling cart collection to each customer.

No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

All sanitation customers serviced by the Contractor within the City shall be entitled to collection service. In the event a road or property is not accessible due to construction, special event, public safety, incident, etc., the Contractor shall make every effort to service the customer the same day or the next business day and coordinate with City staff during these instances.

5.6.8 Materials Recovery Facility and Title to Recyclable Materials

Title and liability for recyclable materials collected by the Contractor during the provision of collection service shall also remain with the Contractor once collected until such recyclable materials are properly delivered to the Materials Recovery Facility.

All recyclable items must be processed at a recycling facility approved by the City. The City has a contract with Waste Management (WM) for the processing of all recyclables collected under this contract. All handling and disposal shall be done in accordance with all Federal, State and local laws, standards and requirements.

5.6.9 Prohibition of Mixing Separated Recyclables with Garbage

The Contractor is prohibited from collecting separated recyclables from a household and mixing them with garbage unless the City Contract Administrator grants prior written approval.

5.6.10 Collection of Bulk Waste from Residential Service Units

Curbside bulk collection shall occur once per month with a limit of 6 cubic yards collected per sanitation unit unless authorized by Contract Administrator. Contractor shall tag any piles in excess of 6 cubic yards in a manner acceptable to the City including the use of stickers, tags or door hangers. Such notices shall be created and printed by the Contractor at the City's request. Contractor bears the expense for such notices.

Any bulk pile left uncollected by the Contractor must be tagged and reported to the City in a manner acceptable to the City by close of the business day.

Bulk waste shall be placed at the curb for collection by 7am on the scheduled service day.
Bulk waste must be generated from the property. Imported waste is not accepted.
Bagged garbage and putrescible waste is not accepted in bulk waste collection.
Materials accepted for bulk service include but are not limited to:

- Furniture
- Carpet
- Mattresses
- Toys
- Bicycles
- Yard Waste
- White Goods (Refrigerators, Stoves, A/C Units, Washers, Hot Water Heaters, etc.)
- Non-contractor construction debris such as bathtub, toilet, fencing, doors, sinks, cabinets
- Items in the bulk pile cannot exceed 12 feet. Glass must be placed in a sturdy, rigid container for collection.
- Combining bulk trash piles is not acceptable.
- Dirt, sand, pavers, concrete, masonry and tile are not eligible for bulk service.
- Tree stumps or any tree section more than 12 inches in diameter are not accepted in bulk piles.
- Hazardous materials, including paint and other liquids, are not accepted in bulk piles.
- Boats and boat parts, vehicles and vehicle parts are not accepted in bulk piles.
- The Contractor shall be responsible for the proper handling of any white goods and electronic equipment that the Contractor collects. The Contractor shall take appropriate steps to minimize the release of freon, coolants, and other similar materials from white goods. A customer is not required to remove freon, coolants, or other similar materials from white goods before the white goods are set out; the Contractor is not required to remove such

materials from the white goods before the white goods are placed in the Contractor's vehicles.

If a customer has more than the limit of 6cy curbside or desires an additional bulk collection, Contractor shall provide an estimate to customer and confirm acceptance of estimate with customer. Such activities including cubic yards and estimate price shall be reported to the City in a format acceptable to the City. Collection should be made on a day as agreed upon with customer but in no case in excess of three (3) business days of the request having been made. Contractor is responsible to provide estimate at the approved per cubic yard rate schedule with all fees collected directly by the Contractor. The City has no obligation or responsibility to bill or collect any fees related to this activity. City shall receive franchise fees against these revenues. City shall be responsible for costs of disposal.

Additional Pick-ups as Requested: At the City's request, the Contractor shall provide pick-ups during a non-scheduled route day.
The City may request extra service for a special event, clean-up event or emergency removal. This shall be at no additional cost to the City. Contractor may receive up to 5 requests per month.

Frequency – Bulk Service
The City seeks to explore the following options for Bulk Waste Collections:

1) Once monthly, up to 6cy at a schedule identified by Contractor and approved by the City serviced multiple days each week, generally Monday through Saturday
2) Once monthly, up to 6cy per residential service unit on MONDAY only, at a schedule identified by the Contractor and approved by the City
3) Every other month, up to 10cy per residential service unit, at a schedule identified by the Contractor and approved by the City
4) Once per quarter (four times annually), up to 15cy per residential service unit, at a schedule identified by the Contractor and approved by the City

5.6.11 EDUCATION SERVICES

Should the City award a separate contract for Bulk Services, the Contractor awarded the remaining Residential, Commercial and Rolloff Services shall be considered the Primary Contractor.
The (Primary) Contractor shall provide the following public education services:

5.6.11.1 Annual Solid Waste Notice

Each year during the term of this agreement the (Primary) Contractor shall publish and distribute a notice to the residents regarding the collection service programs for residential customers. The notice shall contain at a minimum, definitions of the materials to be collected, procedures for setting out the materials and maps of the service area indicating the days when collection services will be provided. The notice shall be approved by the City prior to publication. The notice shall be distributed by the contractor no later than March 1st of every year of the agreement or such other extended date as may be mutually agreed upon by the City and the Contractor.

The notice **may** include items such as a magnet for the Residential Service Units, which could describe the day and date of the month on which Bulk Waste Collection Service will be provided.

5.6.11.2 Public Awareness Program

(Primary) Contractor agrees to cooperate in complying with requests of up to forty (40) hours per year from the City to supply a recycling truck and driver at public outreach events, provided notice of at least five (5) workdays is given. It is understood and agreed that there shall be no charge to the City by contractor for compliance with any requests to provide a demonstration collection truck and driver in

response to the City's request. In the event the City's notice for Contractor's cooperation under this section is less than five (5) workdays, Contractor, at its sole discretion, may agree to provide the requested demonstration truck and driver.

5.7 COLLECTION SERVICES FROM COMMERCIAL AND ROLLOFF SERVICE UNITS

5.7.1 Commercial and Rolloff Collection Service

The Contractor shall collect Solid Waste from Commercial Service Units within the Service Area. The size of the Container(s) or Rolloff(s) and the frequency of Collection shall be sufficient to provide that no Solid Waste shall be placed outside the Container(s), Garbage Cart(s) or Rolloff(s).

a. Commercial solid waste shall be collected in individual containers (including carts), front-load containers/bins, or compactors. The Contractor shall retain ownership of the containers, bins or compactors throughout the term of contract and upon its expiration. All containers shall have lids and the ability to be locked if requested by Customer.
b. Containers, Garbage Carts and Roll-offs, shall meet accepted industry standards and be maintained by the Company as necessary to maintain efficient and sanitary services.
c. Customer and Contractor shall determine the level of service and size of container after considering the type of business, waste generation rate and type, and other similar factors. In the event that same cannot be reasonably agreed upon, the City shall make the final determination in advance of any change. In all cases Customer and Contractor shall comply with the minimum requirements contained in the City of Cooper City Code of Ordinances, Chapter 8 unless less frequent service is approved by the City.
d. If the Contractor determines that a Commercial/Rolloff Customer's Mechanical Container or Garbage Cart is Overflowing, the Contractor shall notify the Commercial/Rolloff Customer about the Overflowing container and discuss whether the Customer should increase the size of its Collection Containers or the frequency of Collection Service.
e. The Contractor shall notify the City if it is deemed necessary to increase service for a customer and Customer refuses. The City reserves the right to approve or decline the service change. If the City approves the service change request, the Contractor shall notify the customer of the requirement for increased service frequency/container capacity and the associated rate structure. If the City declines the service change request, the Company shall continue to provide the customer the current level service. The Contractor may leave an overflowing collection container at the Customer's premises. In the alternative, the Contractor may collect the overflowing collection container and charge an additional fee based on estimated cubic yards if the Customer agrees to pay this fee.
f. All Containers, Carts and Rolloffs shall be readily accessible to the Company's crew and vehicles.
g. Contractor is not obligated to collect material that is placed outside the Mechanical Container or cart.
h. During the term of this Contract, a written service agreement between the Company and the Customer; in a format acceptable to the City, shall be entered into regarding the level and type of service to be provided, for solid waste services only.
i. The Contractor's service agreement shall identify at a minimum:
    1) the service(s) that will be provided;
    2) the size and type(s) of Collection Container(s) that will be used;
    3) the frequency of Collection Service;
    4) the Scheduled Collection Day(s);
    5) the Rates for the services that will be provided to the Customer; and
    6) the total amount to be paid each month by the Customer
j. A copy of the written service agreement shall be filed with the City within five (5) business days of execution of the written agreement or alternative interval (such as monthly reporting) as

agreed upon by City's Contract Administrator.

k. The Contractor also shall use its best efforts to execute a written service agreement with all Commercial Customers before October 1, 2024.

l. The Contractor shall execute a written service agreement with each new Commercial/Rolloff Customer before the Contractor provides Collection Service to that Customer.

m. The Contractor shall prepare a standard form that the Contractor shall use as its written service agreement with Commercial/Rolloff Customers. The proposed form shall be provided to the City for approval and whenever the Contractor proposes to change its content. The terms and conditions contained in the form shall be consistent with the requirements in this Agreement; the service agreement shall not contain any requirements or fees that are not included in this Agreement. The City shall have the authority to approve the Contractor's written service agreement, or require additions, deletions, or changes to the language therein, including changes to the disclosure statement provided below. The service contract also shall contain the following disclosure statement (addendum or supplemental attachment with acknowledgement acceptable), unless alternate language is approved by the City:

REGULATION BY COOPER CITY

This contract for the collection of Solid Waste is regulated by the City of Cooper City.

COMPACTORS- Self Contained and Breakaway

You may purchase or rent a compactor from anyone, provided the Compactor can be serviced by the Contractor's collection equipment. In the alternative, you may obtain a Compactor from the Contractor. In either case, the Compactor must be maintained in a safe, sanitary, serviceable condition by the owner of the Compactor.

SUPPLEMENTAL SERVICES

The Contractor will roll Mechanical Containers out of storage areas, open doors or gates to obtain access, or provide other supplemental services, upon request. These services also may be provided by the Customer. If the Contractor provides supplemental services, the Contractor may charge additional fees for such services. These fees must be separately identified in the "Rates for Services" disclosure statement. The maximum fees for many supplemental services are fixed by the City. A copy of these fees can be obtained from the City's Public Works Department.

RATES FOR SERVICES

The City has approved standard rates for the collection of Solid Waste. Under this contract, you will pay the following Rates for the Contractor's services. You may call the City's Public Works Department if you have questions about any of the Contractor's rates.

n. The Contractor's service contract shall identify all services that the Contractor will provide to the Commercial/Rolloff Customer and all associated rates. No fees or charges may be collected from any Customer unless such fees and charges were disclosed to that Customer before the Contractor provided its services.

o. On the Commencement Date, the Contractor shall begin to provide its Collection Services to each Commercial/Rolloff Customer in the Service Area. Thereafter, the Contractor shall provide its Collection Services for Commercial/Rolloff Waste within five (5) business days after the Contractor receives a request for service from a new customer that has signed a contract with the Contractor for such service.

p. The Contractor may terminate collection service to a Commercial/Rolloff Customer based on the Customer's failure to pay the Contractor's bills for Collection Service. The Contractor shall notify the City's Contract Administrator at least fifteen (15) calendar days before service is terminated to a Commercial/Rolloff Customer. After being notified, the City shall take whatever action it deems appropriate to enforce the Customer's compliance with the City's Ordinances.

If Commercial/Rolloff Collection Service is terminated, the Contractor may remove its Collection Containers and other equipment from the Customer's Premises. The Contractor may charge Interest on delinquent accounts with Commercial/Rolloff Customers and may charge a reasonable fee for the resumption of service, subject to applicable laws. Any fee for the resumption of service shall be subject to the City's prior approval. The Contractor shall be solely responsible for collecting any overdue fees or charges from its Commercial/Rolloff Customers. The Contractor may utilize any lawful method to collect overdue fees or charges, provided the Contractor complies with applicable law.

q. The Contractor shall be solely responsible for billing Commercial and Rolloff Customers and collecting all rates, fees, and other charges from its Customers for the Commercial and Rolloff Collection Services the Contractor provides under this Agreement. The Contractor also shall be responsible for the payment of all Tipping Fees associated with the disposal or processing of materials collected by the Contractor when providing its Commercial Collection and/or Rolloff Collection Services.

r. The Contractor shall provide Commercial Collection Service with Mechanical Containers to identified Multifamily communities in the Service Area unless otherwise approved by the City. (See 5.6.6) No service agreement shall be required of these communities.

5.7.2 Collection of Construction and Demolition, Yard Waste and Bulk Waste

Contractor shall provide Collection Service for Construction and Demolition Debris, yard waste and bulky waste that is generated by construction, demolition, and renovation projects within the City limits.

5.7.3 Exclusivity Enforcement

The City shall assist Contractor in enforcing the exclusivity of this Contract. In the event Contractor determines that a commercial establishment has not contracted for commercial collection or Rolloff collection service, Contractor shall notify the City. The City shall notify the property/business owner to cure the noncompliance. If the noncompliance is not cured, the City shall file an appropriate enforcement action.

5.7.4 Frequency - Minimum Once per Week

The Contractor shall collect commercial solid waste carts, dumpsters and front-end serviced containers and compactors a minimum of once per week. Rolloff Compactors and Rolloff dumpsters from commercial services units in the City may be on call or serviced on an alternative schedule subject to the City's approval. Putrescible waste may not be placed in an open top Rolloff dumpster.

5.7.5 Extra Yardage Billing for Overflowing Commercial Dumpsters

The contractor shall be permitted to bill extra yardage with Customer's permission when a commercial dumpster is found to be overflowing on regular service date. If Contractor intends to bill for extra yardage pursuant to this section, Contractor shall take photo of the overage that shall be retained in Contractor's computer system as a public record. Contractor will supply photo to customer and City upon request. (See 5.7.1 (d)(e))

5.7.6 Adjustments to Disposal Component of Commercial and Rolloff

The disposal component of the rates for Commercial Collection Service shall be adjusted to reflect any changes in the Tipping Fee at the Designated Disposal/Processing Facility. The Contractor shall provide the City and its Customers with advance notice of any change in the Tipping Fee and the notice shall be provided in a manner that is acceptable to the City. The Rate adjustment shall be effective on the date of the change in the Tipping Fee at the Designated Disposal/Processing Facility or the date when the Contractor gave advance notice of the Rate adjustment to its Customers and the City, whichever occurs later. For Rolloff customers charged for actual disposal as a line item, the new

disposal rate shall be used. For Commercial Services where the disposal is built into the rate, the Contractor shall calculate the amount of the Rate adjustment by using the following formula:

Disposal component of rate x (New Tipping Fee/Old Tipping Fee) = New Disposal component of rate

For example, if the current disposal component of the Rates is $15.00, the current Tipping Fee is $42.00, and the new Tipping Fee will be $44.00, then the new disposal component of the Rates will be $15.71, as shown by the following calculation:

$15.00 x ($44.00/42.00) = $15.71

5.7.7 Special Collection for Major Community Events

The City sponsors at least two (2) major community events located throughout the City each year:

1) Founder's Day (March annually)
2) Light Up Cooper City (typically 1st Friday each December)

The (Primary) Contractor will be responsible for providing collection containers (Rolloff usually or frontload if requested), and disposal services at no cost to the City for up to five (5) events annually.

5.7.8 CITY FACILITIES - No Cost to the City

The (Primary) Contractor will provide for the collection of garbage, bulk trash and recyclables at all City facilities at no cost to the City. Contractor-provided containers are to be clearly labeled to receive garbage or recyclables. Contractor agrees to supply all City facilities with both trash and recycling service at a frequency approved by the City. The capacity of container and frequency of service may change throughout the term of this contract. Contractor agrees to provide non-compaction containers (frontload dumpsters and wheeled carts) as required and service all City facilities at no charge. The City reserves the right to add, remove or adjust service locations as needed. Current locations and service levels are below:

City Hall	Address	Service Frequency/Week	Commodity	Quantity	Equipment
City Hall	9090 SW 50 Place	1x	Recycle	3	96-Gallon Cart
City Hall	9090 SW 50 Place	2x	MSW	1	4cy Frontload
Community Center	9000 SW 50 Place	2x	MSW	1	4cy Frontload
Community Center	9000 SW 50 Place	1x	Recycle	1	96-Gallon Cart
Public Works	9070 SW 51 Street	1x	Recycle	1	4cy Frontload
Public Works	9070 SW 51 Street	On Call	MSW	2	20cy Rolloff Open-Top
Suellen H Fardelmann Sports Complex	10300 Stirling Rd	3x	MSW	1	8cy Frontload
Suellen H Fardelmann Sports Complex	10300 Stirling Rd	On Call	MSW	1	20cy Rolloff Open-Top
Fire Department	10550 Stirling Rd	3x	MSW	1	8cy Frontload

Fire Department	10550 Stirling Rd	1x	Recycle	2	96-Gallon Cart
Police Department	10580 Stirling Rd	3x	MSW	1	8cy Frontload
Police Department	10580 Stirling Rd	1x	Recycle	2	96-Gallon Cart
Pool and Tennis Center	11600 Stonebridge Pkwy	1x	MSW	1	8cy Frontload
Pool and Tennis Center	11600 Stonebridge Pkwy	1x	Recycle	2	96-Gallon Cart
Flamingo West Park	6201 S Flamingo Rd	2x	MSW	2	4cy Frontload
Flamingo West Park	6201 S Flamingo Rd	1x	Recycle	1	4cy Frontload
Bill Lips Sports Complex	11700 SW 49 St	3x	MSW	1	6cy Frontload
Bill Lips Sports Complex	11700 SW 49 St	1x	Recycle	2	96-Gallon Cart
Utilities	11551 SW 49 St	3x	MSW	1	6cy Frontload
Utilities	11551 SW 49 St	On Call	MSW	2	30cy Rolloff Opentop
Utilities	11791 SW 49 St	1x	Recycle	1	96-Gallon Cart
Fleet	11221 SW 49 St	1x	Recycle	1	96-Gallon Cart
Fleet	11221 SW 49 St	2x	MSW	1	2cy Frontload
Fleet	11221 SW 49 St	On Call	MSW	3	30cy Rolloff Opentop

Contractor shall maintain a list of all City facilities serviced including facility name, address, size, type and frequency of container serviced. This list shall be provided to the City monthly, no later than the 20th of each month.

5.7.9 CONTRACT SCHOLARSHIP

(Primary) Contractor will provide the City with $10,000 annually during the life of the contract for a high school scholarship program, to help support selected graduating high school seniors with their future higher education aspirations. Contractor shall submit payment no later than 30 days of the contract start date (or no later than May 2024) and annually each year within 30 days of the contract anniversary date.

5.8 DISPOSAL AND PROCESSING LOCATIONS

5.8.1 Current Disposal Agreement

The City currently participates in an Interlocal Agreement with Broward County (through July 2, 2028) requiring that all municipal solid waste (processible waste- see 5.8.2 below), yard waste, bulky waste and construction & demolition debris be disposed at the locations listed below:

Facility	Address	Material Accepted
- Win Waste Innovations	4400 South State Road 7 Fort Lauderdale, FL	MSW
WM Oakes Road	3250 SW 50th Avenue Davie FL	Yard Waste Bulk Waste Construction & Demolition Debris
WM Reuters	2380 College Avenue Davie FL	Single Stream Recycling

5.8.2 Disposal

Processable Waste: The term "processable waste" shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agriculture, commercial and light industrial wastes, commercial waste, leaves and brush, paper and cardboard, plastics, wood and lumber, rags, carpeting, occasional tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties, and logs, and excluding unprocessable waste and unacceptable waste.

Unprocessable Waste: The term "unprocessable waste" shall mean that portion of the solid waste stream that is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery system. Unprocessable waste shall include, but not limited to, metal furniture and appliances, concrete rubble, mixed roofing materials, noncombustible building debris, rock, gravel and other earthen materials, equipment, wire and cable, and any item of solid waste exceeding six feet in any one of its dimensions such that a sphere with a diameter of eight inches could be contained within such mass portion, and processable waste (to the extent that it is contained in the normal unprocessable waste stream).

Unacceptable Waste: The term "unacceptable waste" shall mean: (a) Hazardous Waste, (b) Lead Acid Batteries, (c) Nuclear Waste, (d) Radioactive Waste, (e) sewage sludge, (f) explosives, (g) asbestos containing materials, (h) beryllium containing waste, (i) nickel cadmium batteries, (j) mercury containing devices, (k) untreated biomedical waste, (l) biological waste, (m) appliances containing chlorofluorocarbons (CFCs), (n) items of waste that would reasonably be believed to likely pose a threat to health or safety, or (o) the acceptance and disposal of which may cause damage to the Disposal Facility or that are prohibited by state or federal law.

The City shall pay for all disposal costs for residential garbage, bulk waste and recycling collections. The City retains rights to the value of all materials collected for rebate/material value purposes. Contractor shall supply the City with a list of vehicle numbers in order to establish and validate disposal accounts.

Each week, the Contractor shall submit a daily log sheet containing copies of disposal (dump) tickets to track disposal charges in a format acceptable to the City. Weight tickets are required for the City to track, reconcile and pay disposal fees. The Contractor shall turn in all disposal tickets each week. Missing tickets must be replaced. The Contractor shall pay all costs associated for duplicate scale house weight tickets. After notifying the Contractor to replace missing tickets within 5 days, the City may order duplicates from the disposal facility and cost(s) shall be deducted from the Contractor's monthly invoice. City reserves the right to charge administrative overhead if the problem becomes continuous and repetitive.

The City reserves the right to direct the Contractor to use specific disposal sites located within Broward County during the term of the contract without additional charge.

Should the City opt NOT to renew its existing agreements for disposal of processable waste, yard waste, bulk waste and/or recyclable processing with its existing disposal vendors, or the Inter-Local Agreement under which the City is currently operating is no longer in effect for any reason, or if the City, at its sole discretion, chooses to cease directing volumes from any collection activities, the City reserves the right to require Contractor to procure disposal or processing vendors. The City shall approve or deny Contractor selected vendors at the City's sole discretion. Should any disposal vendor be located outside of Broward County, the City would reimburse the Contractor based on the increase in transport cost (documented labor cost and fuel expense increase) as submitted by the Contractor and approved by the City. The City reserves the right to rebid or enter into an agreement with a disposal or recycling processing facility and direct any or all volumes to its preferred vendor.

The City reserves the right to remove commodities from its recycling collections at the City's sole discretion. Written notice will be provided to the Contractor providing 30-day notice of such change. Should the recycling processor add additional material types that are beneficial to the City, City reserves the right, at its sole discretion, to add that commodity to its collections for processing. City maintains ownership of all commodities collected and shall receive revenues for the added commodity(ies) based on the Average Market Value (AMV) determined by the Southeast USA Regional average commodity pricing (US Dollars per Ton) first posted in the month for which payment is being made as per Recyclingmarkets.net.

Weekly, Contractor shall submit a log sheet containing copies of the recycling load tickets to track tonnages received in a format acceptable to the City. Missing tickets must be replaced. Contractor shall pay all costs associated with duplicate load tickets. After notifying Contractor to replace missing tickets within five (5) days, the City may order duplicates from the processing facility and any costs for the duplicate ticket shall be deducted from the Contractor's monthly invoice. The City reserves the right to add administrative overhead if missing load tickets becomes continuous and repetitive.

Contractor shall pay 100% of the disposal cost charged to the City for contaminated recycling loads that are not accepted (rejected) by the disposal facility, along with any costs from the processing facility related to segregating, reloading or disposing of the load.

Historical Residential Disposal Tons are as follows:

Calendar Year	Residential Tons (MSW)	Residential Tons (Bulk)	Residential Tons (RCY)
2020	14457.69	4817.01	N/A
2021	14554.79	4432.7	2216.844
2022	14461.28	4298.35	2441.026

5.8.3 Tare Weights

The City requires that vehicle-tare weights, which are used by disposal and processing-facilities to calculate the final disposal charge the City pays, be validated each year. Depending on the scale system in use at the disposal or processing facility, the Contractor may be required to assist the City by weighing each collection vehicle in and out and recording the information on the City's TARE WEIGHT REPORT.

The average tare weight will be used by the disposal or processing facility and the City to validate disposal charges.

5.9 MANAGEMENT AND CONTRACTOR RESPONSIBILITIES

The City takes great pride and is strongly committed to offering a high level of customer service to our residents. The Contractor is expected and required to offer customers a high level of quality service to guarantee customer satisfaction.

Contractor will be responsible for the day-to-day operation of the assigned routes. Contractor shall plan, organize and direct resources to successfully collect solid waste, bulk and recycling including active participation to promote a successful recycling collection program, and ensure a high level of customer satisfaction.

The Contractor shall cooperate with the City in every reasonable way to facilitate the successful completion of the activities contemplated under this Agreement. The Contract Administrator or designee shall have twenty-four (24) hour access to the Contractor's Division Manager and Route Supervisor via telephone and electronic mail from the City. Answering machines, pagers, or other devices that do not provide for immediate contact with the Contractor's Division Manager and Route Supervisor shall not satisfy this requirement.

The Contractor's Division Manager shall meet with the City's Contract Administrator within five (5) business days after receiving a request for a meeting to discuss the Contractor's performance under this Agreement or other issues of concern to the City.

The Contractor shall work diligently with the City to formulate and adopt procedures that will facilitate the Contractor's performance under this Agreement.

The City shall have the right to inspect the Contractor's facilities and operations at any time to determine whether the Contractor's performance complies with the requirements of this Agreement. The Contractor shall make its facilities and operations available for the City's inspection and shall cooperate fully.

The City shall have the right to take all steps necessary to ensure the Collection of Solid Waste and Recycling and the provision of waste receptacles (carts) in the service area. If the Contract Administrator instructs the Contractor in writing to perform cart activity or collect solid waste, recycling or bulk waste pursuant to this Agreement and the Contractor fails to do so within twenty-four (24) hours after the Contractor receives the Contract Administrator's request, the City may perform cart activity or collect such material using its own resources or by using a third-party vendor. The City may deduct the cost of cart activity or collecting such material from the City's monthly payments to the Contractor if the Contractor was obligated under this Agreement to perform these activities.

The City shall have the right to take all steps necessary to preserve the aesthetics, safety and integrity of its right of way including streets, alleys, sidewalks and swales. In addition, the City wishes to protect the private property owned by the customers serviced under this contract. Should the Contractor fail to respond to a request in writing from the Contract Administrator to perform cleaning activities (hydraulic spill, leachate spill), repairs, removal of damaged property caused by the Contractor (mailbox, tree limb, etc.) or other damages within 24 hours after the Contractor receives the Contract Administrator's request, the City may perform necessary activities using its own resources or by using a third-party vendor. The City may deduct the cost of these activities from the City's monthly payment to the Contactor if the Contractor was obligated under this Agreement to perform these activities. If the Contractor collects the Solid Waste pursuant to the request of the Contract Administrator and it is subsequently determined that the Contractor was not obligated to do so under this Agreement, the City shall pay the reasonable, documented, out-of-pocket costs incurred by the Contractor for such services.

5.9.1 Resources

Contractor shall furnish and supply sufficient resources to complete the scheduled route on the designated route day and within the time period specified for daily operations. There shall be no next day return trips to complete the daily route excluding occasional emergencies as approved by the City.

5.9.2 Customer Service

Contractor shall maintain a customer service center or dispatch office to receive customer requests from the City, Contract Administrator and customers to effectively handle service-related requests and concerns. Hours and days of operation shall be listed in the business plan. A computer system shall be used to track and record service requests, customer complaints and to provide information to the City upon request. (Refer to Customer Service 5.10)

5.9.3 Route Supervisor

Contractor shall assign a minimum of one (1) permanent full-time Route Supervisor who exclusively supports the City of Cooper City. An Alternate Route Supervisor should also be trained and familiar with Cooper City's plan of operation in order to function as a replacement when the permanent Route Supervisor is absent. City shall be informed of such absence as soon as possible but no later than the start of the scheduled work shift. Contractor's Operations Manager or General Manager (or equivalent) cannot fulfill the requirement by acting as a Route Supervisor. Contractor shall schedule Route Supervisor to be in-service Monday-Saturday (unless otherwise approved by City in writing) to respond to collection related issues immediately via two-way communications from the City's Contract Administrator. Route Supervisor shall be equipped with a laptop computer or other handheld data device to receive and respond to service requests from the City. Route Supervisor shall be in company uniform and carry company identification credentials. Route Supervisor shall have a cellular telephone to immediately return phone calls directly to customers and the City. Contractor shall provide the City with the Route Supervisor's cellular phone number(s) so contact can be made directly when required. Route Supervisor shall utilize an identifiable company vehicle to respond and meet with customers to resolve service complaints.

Route Supervisor must be directly responsible for drivers and routes and shall not be an "internal" supervisor providing only administrative support.

Route Supervisor will be required to participate in asset protection by ensuring all carts are out of the street, lids closed and are being properly used by customers.

Route Supervisor shall report lost or damaged carts hat are in need of repair or replacement and assist customers by distributing and explaining program information.

Route Supervisor may be required to conduct route audits to verify number of carts per billing account to ensure proper service to prevent loss of cart inventory and City revenue.

Route Supervisor shall have strong public relations skills, be able to effectively deal with angry or difficult individuals, be able to successfully solve problems while protecting the City's interest, be highly motivated and dependable with the ability to establish positive relationships with City staff and the general public.

Route Supervisor will also be required to attend meetings with City staff to discuss and evaluate service, solve performance related issues, provide input, and share information to ensure delivery of quality service.

Route Supervisor may be required to attend public meetings or functions with City Staff members, to explain or promote program services.

Route Supervisor shall not collect money, accept gratuities including cash, goods or services, scavenge materials or conduct any business outside of this contract while performing under this contract.

Route Supervisors may be required to perform other duties as requested.

City shall be provided the resume of all Route Supervisors to perform under this contract and reserves the right to approve or disallow any Route Supervisor from providing service under this contract at its sole discretion. Any replacement or new Route Supervisors added during the term of this contract are subject to the written approval of the City's Contract Administrator.

5.9.4 Incident Reporting

Contractor shall notify the Contract Administrator or designee of any accidents involving the Contractor's employees, vehicles, or equipment that occur while the Contractor is performing services under this agreement and (a) result in personal injuries or damage to public or private property or (b) require notification to a regulatory agency under Applicable Laws. In all such cases, notice shall be provided via electronic mail within six (6) hours of the accident. Upon request, a more complete written report shall be provided to the Contract Administrator within one (1) operating day of the request. If any issues are unresolved at that time, a subsequent report shall be provided to the Contract Administrator or designee within two (2) operating days following the ultimate disposition of the case. The initial notice and subsequent written reports shall include the date and time of the event, a description of the event, an estimate of the damages and injuries (if any) caused by the event, and a description of how the event and any associated damages and injuries were handled or will be handled.

5.9.5 Operation Supervisor(s)

In addition to the Route Supervisor position(s) in the section above, Contractor shall also assign a qualified Person or Persons to be in charge of operations within City, and shall provide the name, office telephone number, mobile phone number, email address, and fax number of Contractor's representatives and key personnel to Contract Administrator. Such records shall be updated as personnel or contact information changes.

5.9.6 Employees

Collection employees shall be identifiable by wearing a uniform or shirt bearing the company's name during collection operations. Employees shall treat all customers in a polite and courteous manner. Employees shall treat all mechanical containers, rolloff containers and carts with due care. Employees shall not solicit, accept or encourage tips, gratuities, gifts or anything of value including promises to return after hours to perform services or accept any payments whatsoever on behalf of the City while performing duties under this contract. Scavenging shall not be permitted. Any employee or subcontractor of the Contractor who misconducts himself or is incompetent or negligent in the due and proper performance of his duties under this contract, or is disorderly, dishonest, under the influence or grossly discourteous shall be discharged or disciplined by the Contractor. The City reserves the right to ask for the removal of any employee who engages in such behaviors from service under this contract. City reserves the right to request a current employee roster at any time.

5.9.7 Hiring of City Residents and Qualified Personnel

The Contractor is encouraged to hire City residents to fill vacant positions at all levels, if deemed qualified. Contractor shall conduct a background criminal check on all employees assigned to this contract. In addition, Contractor shall ensure that they hire and maintain qualified personnel to provide Collection Services under this Agreement.

5.10 CUSTOMER SERVICE

5.10.1 Contractor's Local Office

The Contractor shall maintain a customer service and operational yard in Broward County. Remote customer service operations must be disclosed as part of bidder's proposal and is subject to City approval. The

Contractor's customer service operations shall be open for business at least from 8:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. (noon) on Saturdays.

Contractor's office shall be equipped with sufficient personnel and equipment to document and timely respond to all inquiries, issues, and complaints raised by the City or customers. A responsible, experienced person shall be present and in charge of the office during all business hours. The Contractor's office staff shall be familiar with the City and the Contractor's obligations under this Agreement. The Contractor shall have extra staff working in the Contractor's office on the Commencement Date and as long as necessary thereafter to ensure the Contractor's compliance with the requirements of this Agreement.

The Contractor shall have a local telephone number for calls from Customers in the City. The Contractor's telephone number shall be listed in the Contractor's webpage, the Contractor's invoices to Commercial and Rolloff Customers, and any notices provided by the Contractor.

- The Contractor's telephone system shall have the capacity to receive multiple telephone calls simultaneously.
- All calls concerning complaints shall be answered by a person located in the Contractor's office in Broward County or an alternative location acceptable to the City.
- Contractor shall use an answering machine or answering service to receive and record messages when the office is closed or the Contractor is receiving more calls than its staff can answer. The answering machine or service shall give Customers the telephone number that the Customers may use to report an emergency.
- The Contractor shall establish a process for receiving and handling emergency calls, both during and after normal operating hours. The Contractor's process shall ensure that a Customer receives an immediate response after reporting an emergency. Such process shall be subject to the City's approval. An "emergency" means an accident, event, or condition that requires immediate action because it has caused an injury or poses an immediate threat of injury to human health, the public welfare, or the environment. An emergency does not include Missed Collections.
- All of the people answering the telephones for the Contractor must be fluent in English or Spanish.
- At all times the Contractor must have a sufficient number of English-speaking employees and a sufficient number of Spanish-speaking employees in its local office or call center to respond promptly to all telephone calls from Customers, regardless of whether the Customer speaks English or Spanish.
- All of the messages on the Contractor's answering machines must be provided in English and Spanish.
- The Contractor's office shall be equipped with cellular telephones, computers, and other communication systems that can be used to promptly contact the Contract Administrator, the Contractor's Operations Manager, and the Contractor's Route Supervisor via telephone calls and electronic mail (e-mail).

5.10.2 Contractor Complaints and Requests for Service

The Contractor shall establish a real-time, web-based system for tracking complaints. The Contractor shall enter all complaints into the Contractor's electronic tracking system within one hour after the Contractor receives the complaint; however, if complaints are received when the Contractor's local office is closed, the complaint shall be entered into the electronic tracking system within two (2) hours after the office reopens on the next Operating Day. The Contractor's system shall be designed to provide immediate notice to the City when a complaint is entered into the Contractor's tracking system. The Contractor shall configure the system in a manner that allows the City to (a) access the system and monitor the complaints from the City's computers; (b) identify the locations of the Customer complaints in real time on a street map; and (c) compare current and historical complaints, by type of complaint and by location. The City shall be provided the ability to monitor the status of complaints at all times. The format of the information collected in the electronic tracking system shall be subject to the City's approval. With the City's approval, the electronic

tracking system may be used as the Contractor's complaint log. The tracking system shall be fully operational no later than 60 days following the start of this contract or June 1, 2024.

The Contractor shall establish a real-time, web-based system for receiving and tracking a Customer's request for service. The Contractor's web-based system shall be designed to enable the City and Customers to easily submit requests for service and receive prompt responses from the Contractor via electronic mail. The web-based system shall be available to all Customers and the City. The Contractor shall closely monitor such requests and shall provide initial responses no later than 4 hours or 9am the following business day if received after 4pm after receiving a request from a Customer or the City. The Contractor's system shall provide immediate notice to the City when a Customer submits a request to the Contractor. The Contractor's system also shall be configured to allow the City to monitor the status of Customer requests at all times. This tracking system shall be fully operational no later than the no later than 60 days following the start of this contract or June 1, 2024 for Commercial Customers, Rolloff Customers and Residential Customers, respectively.

The Contractor shall work with the City to establish links from the City's website to the Contractor's web-based systems for tracking complaints and requests for service.

The Contractor shall attempt to make its website and web-based systems easy to use for both English-speaking and Spanish-speaking Customers. To the extent practicable, the Contractor shall design its web-based systems to allow Customers to submit complaints and requests for services in English or Spanish.

A. Complaints, missed pick-ups or service requests received by the Contractor before 4:00 PM each day shall be serviced before 7:00 pm that evening. If not serviced within this timeline, it will be recorded as a missed pick-up.
B. Complaints, missed pick-ups or service requests received by the Contractor after 4:00 pm shall be serviced before 12:00 pm (noon) the following calendar day. If not recovered within the timeline, it will be recorded as an additional missed pick-up.
C. Any service inquiries not responded to by the Contractor will be converted to a missed pick-up 24-hours after the inquiry is logged and will be considered incomplete.
D. Any request for service not completed within the recovery windows above will result in additional missed pick-ups until service is rendered.
E. Any customer reporting no service after 7pm on the service day will be recorded as a missed pick-up.
F. All service requests and correspondence from the City received before 5pm Monday through Saturday shall be acknowledged by the Contractor within 4 hours of being sent. Correspondence sent after 5pm or on Sunday shall be acknowledged no later than 9am the following business day.

5.11 EQUIPMENT

While it is the City's desire to have new equipment for this contract, it recognizes that existing equipment may be in proper working order and available for use. Proposers should include a full listing of the equipment they propose to use under this contract including make, model, year and mileage along with type of equipment (see examples below). Should the proposer be ordering new equipment, staggering replacements, or securing rental vehicles, this information should be detailed in their proposal. Proprietary information, such as rental terms or purchase price, may be redacted by the proposer.

Contractor shall have all equipment necessary to provide all services under this contract. This may include, but not be limited to:

- Rearloaders (standard and mini or "pup" sized)
- Sideloaders
- Commercial front-end loaders
- Rolloffs

- Box Trucks
- Clam Trucks
- Pick-up Trucks (with or without dumper mount)
- Container delivery trucks (flatbed and container delivery units)

Residential frontload trucks (i.e. Curotto-Can®) may not be used under this contract without the City's express written permission.

The Contractor's name, local telephone number and truck number shall be properly displayed and visible on all collection vehicles. Truck numbers shall be visible from all four sides of the vehicle to allow easy identification and shall be clear to read and of such size (minimum of 4") and color that they are readily visible.

Collection vehicles shall also display a sign on both sides of the vehicle body (left and right) no less than 36" by 24" identifying the material being collected. The design will be approved by the City and the sign supplied by the Contractor.

No advertising shall be permitted on vehicles except for vehicle manufacturer, alternative fuel provider (as applicable) or parent company names and logos.

All vehicles used to provide collection services under this contract shall be equipped with D.O.T. required safety equipment including a fire extinguisher and an audible back-up alarm. Collection vehicles shall be watertight to a depth of eighteen (18) inches minimum, with solid sides to prevent discharge of accumulated water during load and transport operations. Contractor shall provide sufficient equipment, in proper working condition, so regular schedules and routes of collection can be maintained. All vehicles and equipment shall be maintained on a regular schedule and be in proper working condition at all times. Any vehicle found to be leaking, unsafe or not in proper working condition shall be removed immediately from use and replaced until which time appropriate repairs can be made. The City reserves the right to request the removal of any vehicle found to be non-compliant, leaking, unsafe or not in proper working condition at its sole discretion. Contractor shall make a formal request to City for reconsideration once deficiency has been addressed- City shall offer approval within 2 business days of request and shall not withhold such approval unreasonably. City reserves the right to inspect vehicle prior to offering approval.

Vehicles used for collection services under this contract shall be compacting bodies (excluding box trucks and bulk waste trucks) unless otherwise specified in the operational plan submitted. All vehicles shall be completely covered and loaded such that all collected garbage and yard waste are contained and cannot be scattered. Any material that is scattered by the Contractor's vehicle for any reason shall be picked up immediately. Each vehicle shall be equipped with a pitch fork, shovel and broom for this purpose. Contractor's vehicles may not interfere unduly with vehicular or pedestrian traffic and shall not be left standing on streets unattended except as is necessary during the loading process.

All vehicles shall be equipped with GPS and Surveillance Systems unless otherwise approved by the City's Contract Administrator. Proposers should include their GPS/Surveillance system information in their proposals including illustrations depicting the live reporting functions, system capabilities and reports. The GPS and Surveillance Systems shall be installed and maintained at the Contractor's sole expense.

City reserves the right to request data reports including route hours, route pattern, speed on route and other productivity or service-related information as available including video or photographs as needed.

Contractor agrees to provide City with information required to calculate greenhouse gas emissions/savings for annual reporting requirements. This may include but not be limited to mileage, fuel consumed, hours operated and tons hauled.

All Contractor vehicles shall be well maintained and clean in appearance.

Contractor shall provide the City Contract Administrator or designee, including other authorized City staff and elected officials, reasonable access to Contractor's facility and equipment when provided written notice at any reasonable time and place.

It shall be the sole responsibility of the Contractor to provide at no cost to the City all essential facilities for storage and maintenance of equipment necessary to perform services required under this contract.

5.12 CONTRACTOR'S SAFETY PROGRAM

- The Contractor shall develop, implement and maintain a written safety plan for all of its operations under this Agreement. The safety plan shall comply with all OSHA requirements and other Applicable Laws. A written copy and an electronic copy of the safety plan shall be provided to the City for informational purposes. The City's receipt of the safety plan shall not constitute the City's approval of the plan or the City's acquiescence concerning the appropriateness of such plan. The Contractor shall comply with its safety plan at all times.
- The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance.
- The Contractor shall provide routine safety training to all of its employees, in compliance with OSHA requirements and all Applicable Laws. Refresher courses and supplemental training shall be provided as necessary. Documentation of the Contractor's training programs, and the successful training of each employee, shall be maintained on file and shall be provided to the City upon request.
- The Contractor shall follow all OSHA regulations and Applicable Laws regarding personal protective equipment.
- The Contractor's employees shall be trained and instructed to drive in a safe, defensive manner. Among other things, the drivers of the Contractor's Collection vehicles shall be instructed that they shall not "text" or talk on their telephones while they are driving a Collection vehicle that is moving.
- The Contractor's safety plan shall include a written procedure for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance.
- The Contractor shall regularly update its safety plan to reflect any changes in the Contractor's operations.

5.13 USE OF SUBCONTRACTORS

5.13.1 If the Contractor proposes to use subcontractors during this contract to provide services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

5.13.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

5.13.3 Contractor shall require all its subcontractors to provide the required insurance coverage (See Section IV (4.3)) as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

5.14 PROPERTY DAMAGE

The Contractor shall conduct the work in such a manner as to avoid damage to any utilities, private property and public property. Contractor shall be responsible for all cost associated with repair and replacement of any

damages incurred through their operations, and at no additional cost to the City or property owner. Any damages shall be immediately reported to the City's Contract Administrator. Any such damage must be resolved within a period of three (3) business days.

5.14.1 Damages to Private Property

Contractor assumes liability for damages to private property such as fences, awnings, trees, etc. during the collection of trash or garbage. Contractor will promptly contact the City reporting any damage to private property and will restore, at the contractors' expense, to a condition at least equal to which existed immediately prior to infliction of damage within a reasonable period of time. The Contractor shall provide a written report to the City's Contract Administrator immediately after the repairs have been completed including before and after photographs of damages and repairs.

5.14.2 Damages to City Property

Contractor will promptly contact the City in the event of any damage to any City property, road, right of way, bridge, or highway caused by the contractor except through normal wear and tear. The City will restore the City property, road, right of way, bridge, or highway at the contractor's expense to a condition at least equal to that, which existed immediately prior to infliction of damage.

5.15 ADMINISTRATIVE CHARGES

Administrative Charges (Penalties)

The City wants to ensure that its collection programs remain focused on a high level of customer service to its residents and customers. Should the Contractor fail to perform in accordance with the provisions herein and/or refuses to pay administrative charges upon receipt of invoice from City, City shall, in addition to the amounts provided below, be entitled to claim against the Contractor or the Payment and Performance Bond of the Contractor. City reserves the right to deduct such charges from Contractor's payment if payment is not received within 60 days of issuance of City's invoice for such charges.

A. Missed pick-up complaints as per below:
    1. MSW (garbage) $100.00 per complaint over 30 complaints per week
    2. Recycling $100.00 per complaint over 30 complaints per week
    3. Bulk $100.00 per complaint over 15 complaints per week
B. Spilled materials following service resulting in customer complaint - $25.00 each complaint
C. Commingling waste streams (servicing yard waste carts with MSW carts, servicing recycling carts with MSW carts, etc.) while on route - $2,500 penalty and Contractor responsible for the cost of disposal or recyclable revenues lost, if applicable
D. Failure to maintain scheduled route start and end times (7am to 7pm) - $500 per violation
E. Failure to respond to report of hydraulic, oil or liquid/material spill from cart or truck within 4 hours with a supervisor on site when received by 4pm or by 9am the following morning when received after 4 pm - $200 per occurrence
F. Failure to begin cleaning activities resulting from a hydraulic, oil or liquid/material spill from cart or truck within 6 hours of validated spill - $200 per occurrence
G. Failure to respond to report of property damage within 4 hours with a supervisor on site when received by 4pm or by 9am the following morning when received after 4pm - $200 per occurrence
H. Failure to complete routes for the day (excludes validated Contractor-reported road closures due to construction, special event, public safety, incident, etc.)- $1,000 first operating day; $5,000 for second day; $10,000 for third day and each day beyond

Contractor may appeal the imposition of administrative charges by incident by notifying the City in writing of its intent to do so within ten (10) calendar days of receipt of administrative charges from the City. Such appeals will be considered by the Contract Administrator and resolved based on available evidence. City reserves the right to impose or waive administrative charges at its sole discretion.

5.16 MONTHLY RECORDS AND REPORTING

5.16.1 Report Timeline and Formatting

The required monthly reports shall be filed not later than ten (10) calendar days after the last day of the preceding month unless otherwise approved by the City.. The final report format will be approved by the Contract Administrator or designee. The City reserves the right to modify the report format and require more or different information throughout the term of the contract.

5.16.2 Monthly Tonnage Reports & Weight Tickets

Before disposal, all garbage collected from waste generators in the City of Cooper City will be weighed and recorded. The Contractor shall keep accurate records of tonnage of waste handled and shall provide a monthly report, with invoices and weight tickets, to the City's Contract Administrator no later than the 10th of the month following the end of the month for which the data was collected.
The monthly tonnage report shall be in a format acceptable to the City and at a minimum be broken down by:

- MSW loads for residential service units
- RCY loads for residential service units
- BULK loads for residential service units

The Contractor will maintain, for a period of seven (7) years, copies of weight tickets that are to be made available for City inspection.

5.16.3 Complaints and Resolutions

For each complaint received, the Contractor is expected to maintain a log for all complaints and the actual or planned resolution. These complaints should be listed by type of complaint (Missed Pick-up, Hydraulic Spill, etc.) and provided in a format acceptable to the City.

The Contractor shall submit a monthly report including a summary of all complaints received and resolutions of such during the reporting period. The report format is to be approved by the City's Contract Administrator prior to the award of the contract.

5.16.4 Collection Locations, Service Levels and Frequency- Commercial and Rolloff

Reports should include, but not be limited to:

- Customer name and service location information including phone number and email contact
- Container size, frequency of service
- Any and all charges for service including but not limited to Rollout, Lock Fee, Casters and Extra Service charges

Such reports shall be in a format acceptable to the Contract Administrator and may be adjusted as needed from time to time.

5.17 ADMINISTRATIVE FEE – 3.0% and $120,000 ANNUAL ADMINISTRATION FEE

The City shall be responsible for the billing and collection of payments for all residential collection services unless otherwise indicated in this contract. As such, the City shall receive an Administrative Fee in the amount of 3.0% of all gross revenue received from residential collection services. Any RESIDENTIAL invoicing received by the City from the awarded Contractor must NOT include Administration Fees as a line item. The City will calculate Administration Fees owed and payable by the Contractor as 3% of the total invoice amount billed to the City. Example below:

MSW Collection per month: *$7.00 per unit x 11,000 units =$77,000*
Administrative Fee Due to City: *$77,000 x 0.03 =$2,310*

Total Invoice to City: *$77,000*

The City reserves the right to adjust the Administrative Fee charged, either by increase or decrease, at its sole discretion. The City's Contract Administrator or designee will provide the Contractor written notice a minimum of 60 days before such a change. Contractor shall adjust its pricing in accordance to such change. (See example provided in 5.18 for Franchise Fee)

Administrative Fee is due from Contractor to the City no later than the 20th of the calendar month following the billing cycle (Example: Administrative Fee for services July 1st through July 31st due to City by August 20th)

In addition to this fee, the (Primary) Contractor shall be required to pay the City an annual contract administration fee of $120,000 dollars for the first year, increasing 3% annually with the anniversary of the contract (April 1), to provide municipal oversight and management for the term of this contract. Contractor will pay this annual amount within 30 days of the start date of the contract (or no later than May 1, 2024) and every subsequent year thereafter within 30 days of the anniversary date of start of the contract.

5.18 FRANCHISE FEE – 12%

The Contractor shall be responsible for the collection and disposal of all wastes under this contract in accordance with the license to perform such services in the City.

Contractor will supply a copy of all required licenses with bid proposal and on an annual basis thereafter or upon request so the City can track and monitor Contractor's compliance.

The City's Franchise Fee applies to this contract and is currently established as 12% of gross billed. Any RESIDENTIAL invoicing received by the City from the awarded Contractor must NOT include Franchise Fees as a line item. The City will calculate Franchise Fees owed and payable by the Contractor as 12% of the total invoice amount billed to the City. Example below:

MSW Collection per month: *$7.00 per unit x 11,000 units =$77,000*
Franchise Fee Due to City: *$77,000 x 0.12 =$9,240*
Total Invoice to City: *$77,000*

The City reserves the right to adjust the Franchise Fee charged, either by increase or decrease, at its sole discretion. The City's Contract Administrator or designee will provide the Contractor written notice a minimum of 60 days before such a change. Contractor shall adjust its pricing in accordance to such change. Examples below:

DECREASE from 12% to 10%

*Residential Trash Collection Bid/Award Price as Calculated Above with **10%** Franchise Fee*

MSW Collection per month: *$7.00 per unit x 11,000 units= $77,000*
Franchise Fee Due to City: *$77,000 x .10= $7,700*
Total Invoice: *$77,000 - $7,700=$69,300*
MSW Billed per Unit per Month: *$69,300/11,000 units=$6.30*

INCREASE from 12% to 14%

*Residential Trash Collection Bid/Award Price as Calculated Above with **14%** Franchise Fee:*

MSW Collection per month:	*$7.00 per unit x 11,000 units= $77,000*
Franchise Fee Due to City:	*$77,000 x .14= $10,780*
Total Invoice:	*$77,000 + $10,780= $87,780*
MSW Billed per Unit per Month:	*$87,780/11,000 units=$7.98*

Franchise fees also apply to Commercial MSW, Bulk, Construction and Demolition, Commercial and Compactor services. Contractor **may** bill franchise fee as a line item on their invoicing against gross invoice, excluding compactor rental revenues. The City reserves the right to adjust the Franchise Fee charged, either by increase or decrease, at its sole discretion. The City's Contract Administrator or designee will provide the Contractor written notice a minimum of 60 days before such a change. Contractor shall adjust its pricing in accordance to such change.

Franchise Fee is due from Contractor to the City no later than the 20th of the calendar month following the billing cycle. (Example: Franchise Fee for services July 1st through July 31st due to City by August 20th)
Contractor shall provide City report demonstrating gross invoicing in a form acceptable to the City each month before or concurrent with the franchise fee payment.

5.19 TRANSITION

The Successful Proposer shall provide all services as set forth in this Solicitation by April 1, 2024 unless otherwise stated in this solicitation. Contractor shall detail its Transition Plan as part of its proposal to include supplying all labor, equipment, customer service infrastructure, etc.

5.20 POST CONTRACTUAL OBLIGATIONS

In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month-to-month basis not to exceed 12 months until the City establishes a new contract for services.

5.21 DISCLAIMER

The City has, to the best of its knowledge, represented information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy to the bidder. The City neither guarantees nor warranties that the information contained in this Proposal or referenced documents is accurate and complete. The City is not and will not be liable for omissions or errors contained in this Proposal. It is the bidder's responsibility to use this information and verify the same during the bidding and contract implementation periods.

5.22 CONTRACTOR'S RESPONSIBILITY / FAMILIARITY WITH THE SCOPE

It will be the sole responsibility of the bidder to tour the specified routes, visit the site of the work, examine the plans and familiarize themselves with the work addressed in the contract and the levels of service expected; collection locations of garbage carts, containers, bulk trash and white goods may vary. It is strongly suggested that the bidder become familiar with all routes to fully understand the requirement and equipment necessary to provide garbage, recycling collection to each customer.

It will be assumed that the Contractor has investigated and is fully informed as to the conditions and materials to be encountered as to character, quality, and quantities of work to be performed, and materials to be furnished, and as to the requirements of the plans.

No exceptions will be considered on behalf of the Contractor, after the bids are opened, for any error or negligence in determining the site conditions; and the Contractor shall become responsible for any changes to the work required as a consequence of such pre-existing conditions.

No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evident that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

In the event Contractor discovers any apparent error or discrepancy, immediately call it to the attention of the City's Contract Administrator for interpretation or decision. The Contractor shall have the right to appeal any decisions or findings of the Contract Administrator to the City Commission, whose findings and conclusions shall be final and binding.

5.23 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
1. Firm Qualifications and Experience	20
2. Qualifications and Experience of Key Personnel	10
3. Operation Plan including, including but not limited to: Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan	30
4. Price Proposal	30
5. Past Performance including client references and years in business (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)	5
6. Demonstrated Financial Capability	5
TOTAL POSSIBLE POINTS:	**100**

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other qualified persons selected by the City Manager. 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 3.26, 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 Monday, October 23, 2023 for a contractor to be considered.

The Proposer shall submit THREE (3) clearly identified copies of their proposal, including:

1. One (1) **ORIGINAL, UNBOUND** copy
2. Three (3) **BOUND** photocopies. 3-ring binders or wire/plastic combs are preferred. No binder clips, paper clips or rubber bands, please.
3. Provide FIVE (5) **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 2023-2-PW, Solid Waste Removal Services
2. Date
3. Name of the Firm
4. Contact Person (including title) authorized to represent your firm
5. Telephone Number
6. Email Address

B. Table of Contents: Include a clear identification of the material included in the proposal by page number.

C. Technical Proposal:

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity and methodology of the firms seeking to provide the services in conformity with the requirements of this Request for Proposal. The technical proposal should demonstrate the combined qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the Request for Proposal requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposal. While additional data may be presented, the following subjects must be included:

- **Cover Page**

- **Proposal Transmittal Letter**
- **Technical Proposal**
    - Refer to Section V
- **Proposal Bond(s)**
    - Refer to Section 4.4
- **Executive Summary**
- **Proposer Team Identification, Qualifications, and General Information**
- **Experience and Technical Qualifications**
- **Relevant Project Experience**
- **Project References**
- **Contractor's Equipment and Facilities (including vehicles, carts, mechanical containers)**
- **Contractor's Operational Plan (including Customer Service, Computer Software, Routes planned)**
- **Contractor's Transition Plan**
- **Demonstration of Financial Resources**

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 2023-2-PW ,Solid Waste Removal Services"

E. Required Attachments of this RFP and Professional Certifications. **DO NOT INCLUDE THE "COST PROPOSAL SHEET" IN YOUR TECHNICAL PROPOSAL.**

Proposer shall submit the completed proposal consisting of two separate envelopes to the address below. **FAILURE TO PROPERLY IDENTIFY THE OUTSIDE OF ITS PACKAGE MAY RESULT IN ACCIDENTAL OPENING OF THE PACKAGE AND RENDER YOUR PROPOSAL VOID.**

Office of the City Clerk
City of Cooper City
9090 SW 50 Place
Cooper City, Florida 33328

[END OF SECTION]

ATTACHMENT A
(Page 1 of 6)

City of Cooper City, Florida

PROPOSAL FORMS

Solid Waste Removal Services

RFP 2023-2-PW

Proposal Due: Monday, October 23, 2023

For Information Contact:

The Purchasing Division
Purchasing@cooperCity.gov

Release Date: Friday, September 29, 2023

Submitted by:_____
(Company name)

ATTACHMENT A
(Page 2 of 6)

Project: Solid Waste Removal Services
Contract Identification: RFP 2023-2-PW
Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50 Place
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid/Proposal is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this Bid/Proposal and in accordance with the other terms and conditions of the contract documents.

2. Proposer accepts all of the terms and conditions of the advertisement of Request for Proposal and Instruction to Proposers including, without limitation, those dealing with the Bid/Proposal requirements. This Bid/Proposal will remain in full force for one hundred and twenty (120) days from the date of the Bid/Proposal opening. Proposer will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.

3. In submitting this Bid/Proposal, Proposer represents, as more fully set forth in the Agreement that:

    a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to proposers.
    b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
    c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
    d. Proposer has correlated the results of his/her studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
    e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
    f. This Bid/Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Bid, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.

4. Bid/Proposal Copies
ONE (1) ORIGINAL (UNBOUND) COPY, THREE (3) BOUND PHOTOCOPIES and FIVE (5) ELECTRONIC COPY (Flash Drives) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk.

5. Addenda, Additional Information-Contact Purchasing Division
Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Proposal and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

ATTACHMENT A
(Page 3 of 6)

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City - Purchasing Division. Questions must be emailed to **Purchasing@cooperCity.gov**, who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Tuesday, October 17, 2023 at 3:00 PM (EST).**

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

6. Checklist of documents to be included in submittal.

	Proposal Form (Completed and Signed)
	Transmittal Letter
	Reference Form
	Public Entity Crimes (PEC) Form
	ADA Affidavit
	Business Entity Affidavit
	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
	W-9, Request for Taxpayer Identification Number
	Proof of Workers Compensation Insurance or Exemption
	Proof of Liability Insurance
	Ownership Disclosure Affidavit
	Drug-Free Workplace Certificate
	Employee Background Verification Affidavit
	Scrutinized Companies Affidavit
	Non-Conflict of Interest Statement
	E-Verify Form
	City Facilities
	City Map(s)
	Schedule(s)
	Bond Form(s)

ATTACHMENT A
(Page 4 of 6)

TRANSMITTAL LETTER

I, _____, a resident of _____ in the State of _____, DO HEREBY CERTIFY that I am the Clerk/Secretary of _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____; that I have custody of the records of the corporation; and that as of the date of this certification, _____ holds the title of _____ of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the Request for Proposals for Solid Waste Removal Services ("the RFP") issued by the City of Cooper City("the City") on Friday, September 29, 2023, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this _____ day of _____, 20__.

(Affix Seal Here)

_____

Clerk/Secretary

Note:

- **Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal.**
- **Proposers shall make appropriate conforming modifications to this Certificate in the vent that the signatory's address is outside of the United States.**

ATTACHMENT A

(Page 5 of 6)

Bidder's Contact Information

Name of Company: _____

Address: _____

_____

Type of Business _____

Company's Website: _____

Authorized Signatory Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Primary Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Additional Contact & Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Remit to Address: _____

Remit to Contact: Name: _____ Tel: _____

Remit to Email: _____

ATTACHMENT A

(Page 6 of 6)

COST PROPOSAL SHEET
FOR
Solid Waste Removal Services
MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

Notes:
1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate proposals will not be considered unless authorized in the RFP document.

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known ____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT B

REFERENCES

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. ***CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE***.

1. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME & TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

2. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME & TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

3. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME & TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

This page shall be completed IN FULL and submitted with your bid/proposal.

ATTACHMENT C
(Page 1 of 2)

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers,

ATTACHMENT C

(Page 2 of 2) directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

_____
Signature

ATTACHMENT D

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
Signature

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT E

BUSINESS ENTITY AFFIDAVIT

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

_____
Federal Employer Identification Number (FEIN) (If none, Social Security Number)

_____
Name of Entity, Individual, Partners or Corporation

_____
Doing Business As (If same as above, leave blank)

_____
Street Address City State

_____
State and Date of Incorporation:

_____ _____
Signature of Affiant Date

_____ _____
Print Name Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT F

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO._____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

_____ (a) Maintaining, defending, or settling any proceedings.

_____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.

_____ (c) Maintaining bank accounts.

_____ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.

_____ (e) Selling through independent contractors.

_____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders

_____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.

_____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.

_____ (i) Transacting business in interstate commerce.

_____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.

_____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.

_____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.

_____ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

(3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

(I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprieties of Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

PROPOSER'S LEGAL NAME

Attachment G

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ - ___ - ____

Or

Employer identification number

__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Attachment H

REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt.* This form can be found at http://fldfs.com/WC/forms.html.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

1. If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
2. If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faia.com, www.piafl.org/wc-info.pdf , or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be submitted to the Risk Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to 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:

Full Legal Name	Address	Ownership
		%
		%
		%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

_____

_____

_____

_____
Signature of Affiant

_____
Print Name

_____
Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (**print or type name of firm**)

_____

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than THREE (3)days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

_____
Signature of Affiant

_____
Print Name

_____
Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, _____ of _____, attest that all personnel used in
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

_____
Signature of Affiant

_____
Print Name

_____
Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT L

Scrutinized Companies Affidavit

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I,_____, on behalf of, _____
Print Name and Title **Company Name**

certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known ____ *OR* Produced Identification _____

Type of Identification Produced_____

_____
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 2023-2-PW, SOLID WASTE REMOVAL SERVICES.**

3. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

4. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

5. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

7. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

8. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

9. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.

10. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

_____
Signature of Affiant

_____
Printed Name & Title of Affiant

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known ____ ***OR*** Produced Identification _____

Type of Identification Produced _____

ATTACHMENT N
(Page 1 of 2)

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: _____

Project No.: _____

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

ATTACHMENT N
(Page 2 of 2)

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT O

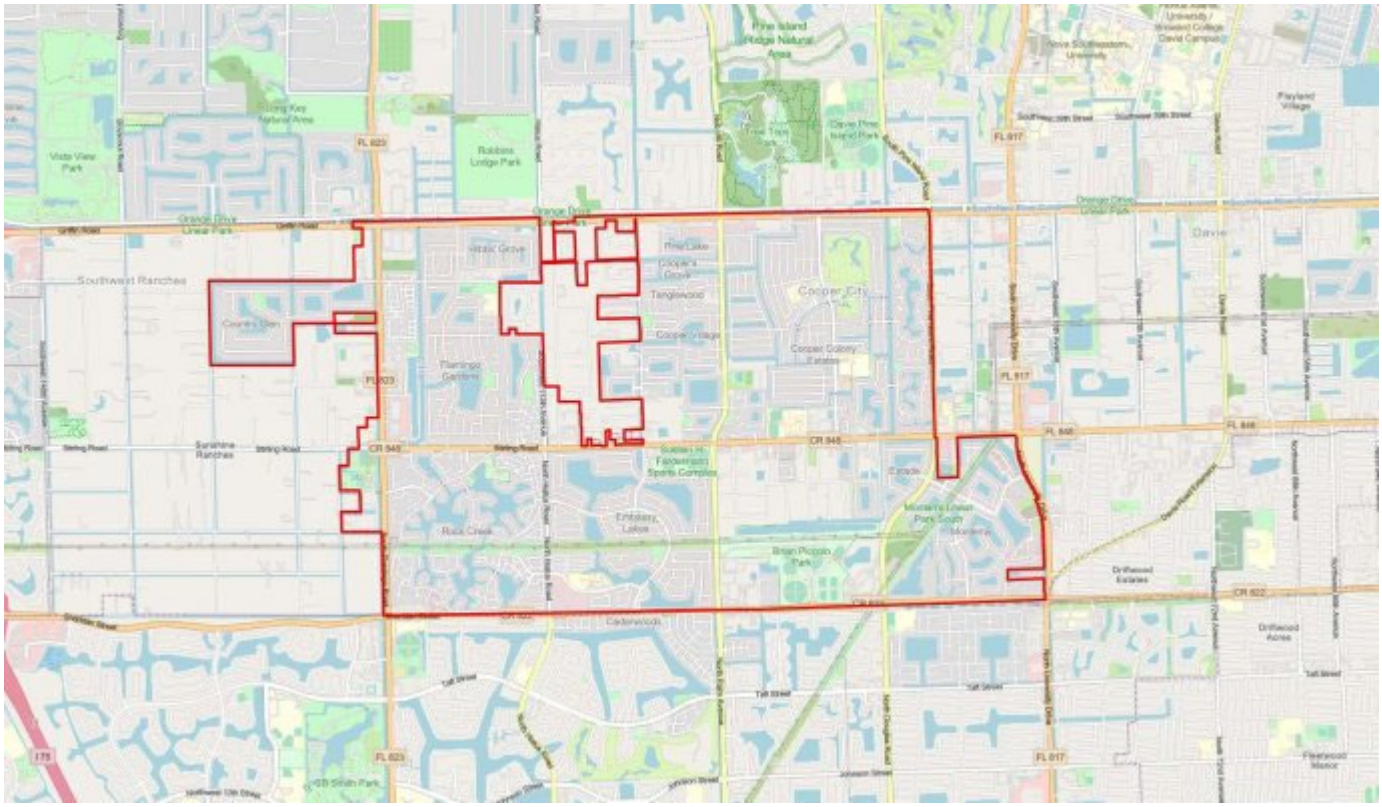
City Facilities

Dept.	Location	Site Adress	Service Frequency	Container Type	Container Size
City Hall	City Hall	9090 SW 50 Place	2 x per week	1 Dumpster	6 cy - short
City Hall	City Hall	9090 SW 50 Place	1 x per week	3 Recycle carts	96 gallons
Community Center	Community Center	9000 SW 50 Place	2 x per week	1 Dumpster	6 cy
Community Center	Community Center	9000 SW 50 Place	1 x per week	1 Recycle cart	96 gallon
Public Works	Public Works	9070 SW 51 Street	1 x per week	1 Recycle dumpster	6 cy
Public Works	Public Works	9070 SW 51 Street	As needed	2 Roll off	20 cy
Suellen H Fardelmann Sports Complex	Suellen H Fardelmann Sports Complex	10300 Stirling Rd	2 x per week	1 Dumpster	6 cy
Suellen H Fardelmann Sports Complex	Suellen H Fardelmann Sports Complex	10300 Stirling Rd	As needed	1 Roll off	20 cy
Fire Dept	Fire Dept	10550 Stirling Rd	2 x per week	1 dumpster	6 cy
Fire Dept	Fire Dept	10550 Stirling Rd	1 x per week	2 Recycle carts	96 gallons
Police Dept	Police Dept.	10580 Stirling Rd	2 x per week	1 dumpster	6 cy
Police Dept	Police Dept.	10580 Stirling Rd	1 x per week	2 Recycle carts	96 gallons
Pool & Tennis Cnt	Pool & Tennis Cnt.	11600 Stonebridge Pkwy	2 x per week	1 Dumpster	6 cy
Pool & Tennis Cnt	Pool & Tennis Cnt.	11600 Stonebridge Pkwy	1 x per week	2 Recycle carts	96 gallons
Flamingo West Park	Flamingo West Park	6201 S Flamingo Rd	2 x per week	2 Dumpsters	6 cy
Flamingo West Park	Flamingo West Park	6201 S Flamingo Rd	1 x per week	1 Recycle dumpster	6 cy
Bill Lips Sports Complex	Bill Lips Sports Complex	11700 SW 49 St	2 x per week	1 Dumpster	6 cy
Bill Lips Sports Complex	Bill Lips Sports Complex	11700 SW 49 St	1 x per week	2 Recycle carts	96 gallon
Utilities	Utilities	11791 SW 49 St	2 x per week	2 Dumpster	14 cy & 16 cy
Utilities	Fleet	11221 SW 49 St	As needed	2 Dumpster	30 cy
Fleet	Fleet	11221 SW 49 St	2 x per week	1 Dumpster	4 cy - short
Fleet	Fleet	11221 SW 49 St	As needed	3 Roll off	30 cy

ATTACHMENT P

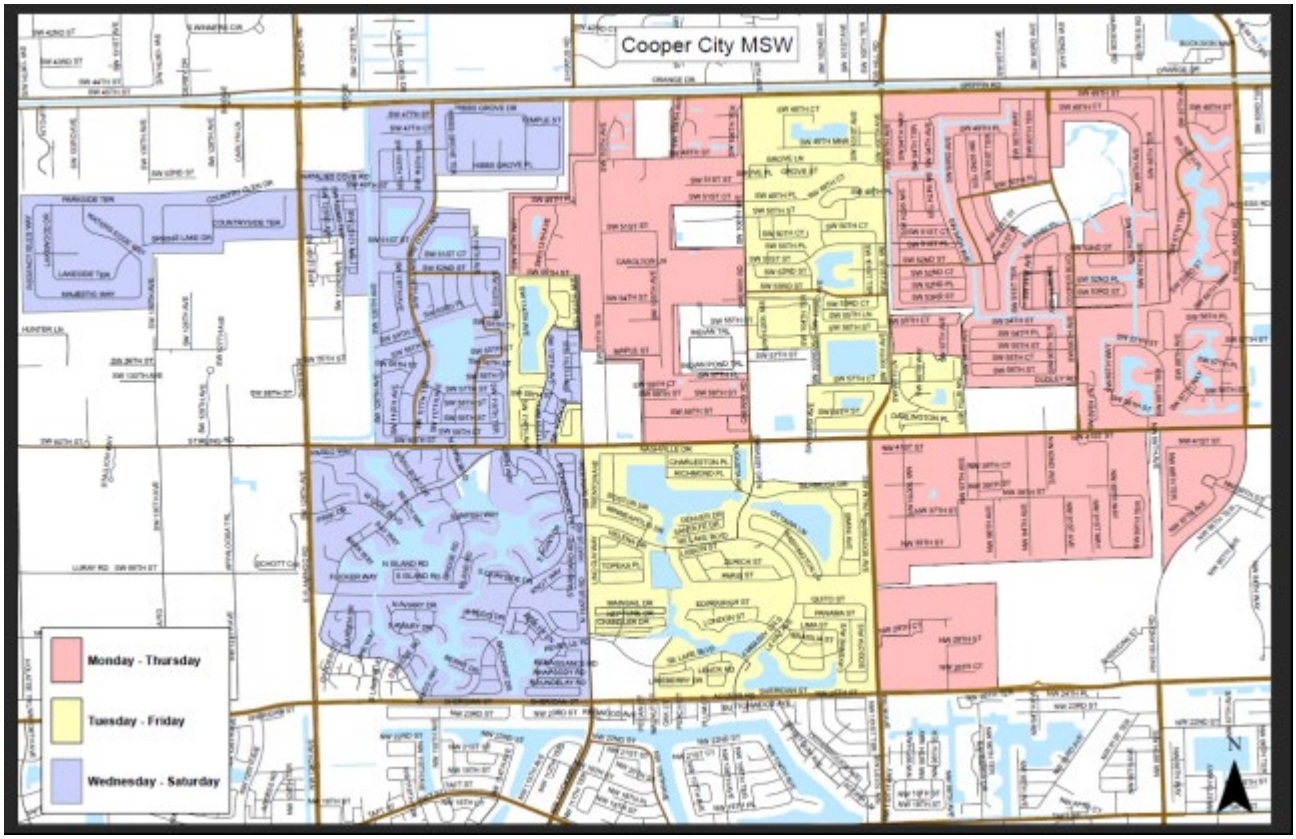
City Map

City of Cooper City Boundary Map



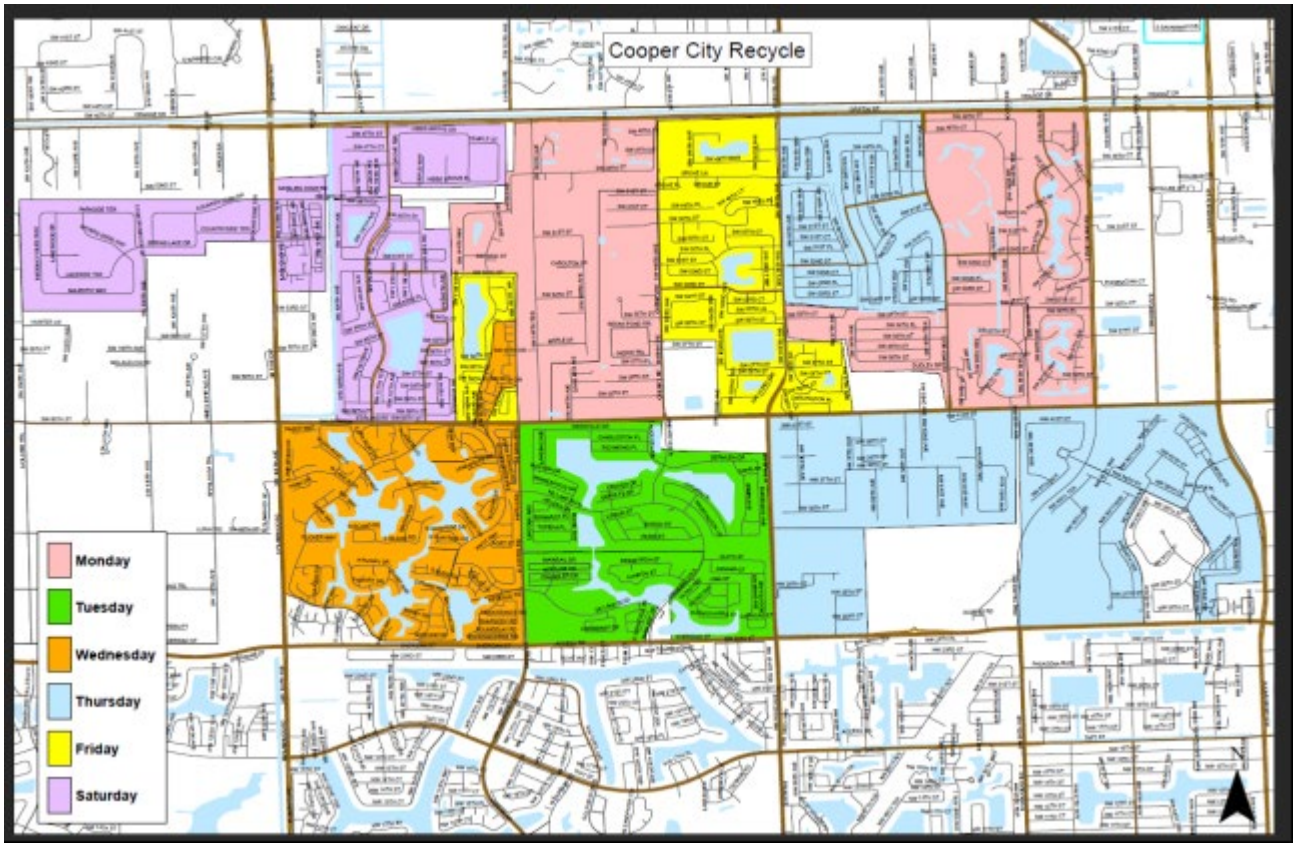
ATTACHMENT Q

City of Cooper City MSW Schedule



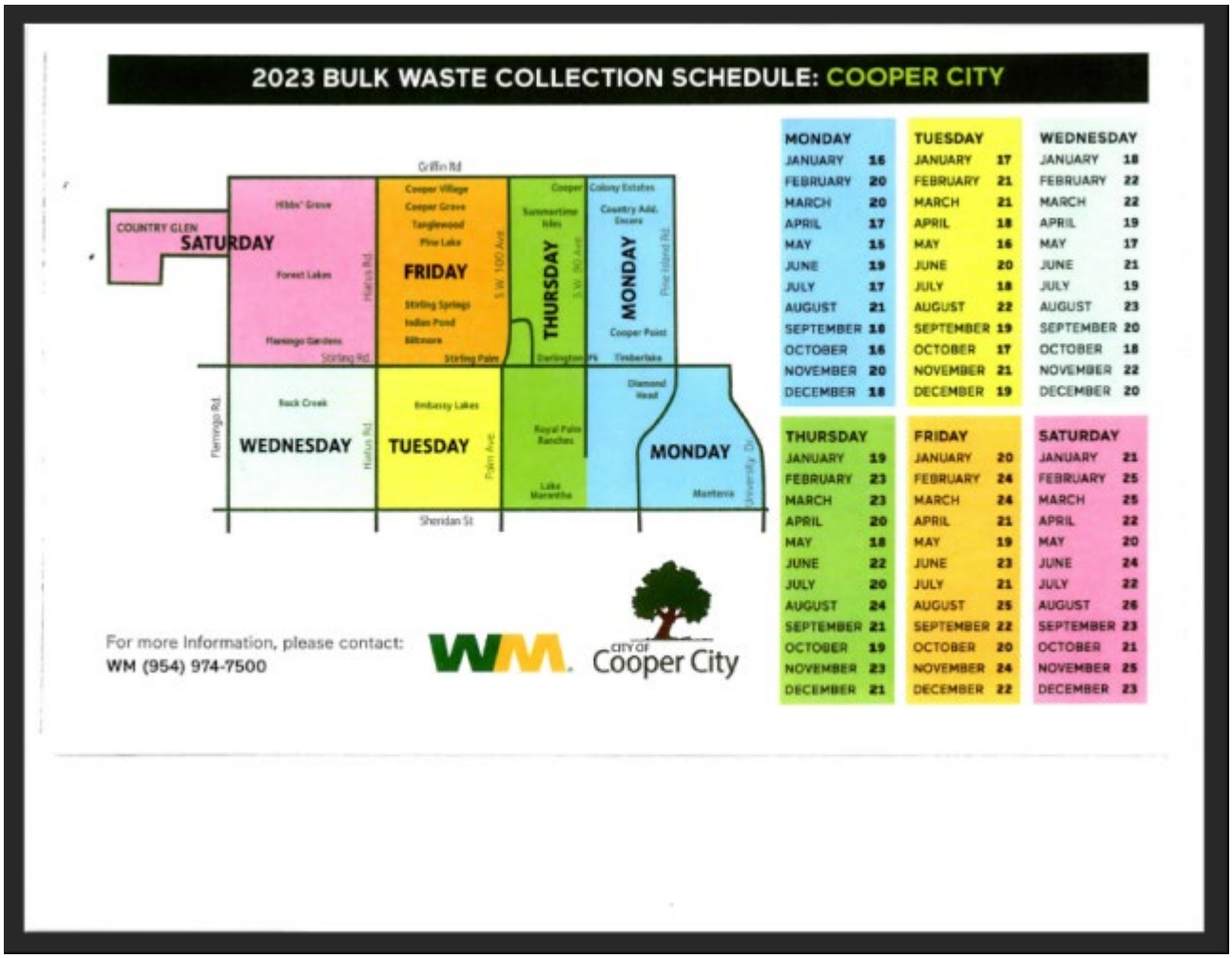
ATTACHMENT R

City of Cooper City Recycle Schedule



ATTACHMENT S

City of Cooper City Bulk Waste Schedule



ATTACHMENT T

Bond Form(s)

CITY OF COOPER CITY PERFORMANCE BOND COVER SHEET

THIS IS THE FRONT PAGE OF THIS PERFORMANCE BOND ISSUED IN COMPLIANCE WITH SECTION 255.05, FLORIDA STATUTES, AS MAY BE APPLICABLE.

Bond No. _____

Contractor/Principal Name:_____

Contractor/Principal Address: _____

Contractor/Principal Phone No._____

Surety Company: _____

Surety Company Address: _____

Surety Company Phone No. _____

Owner/Obligee Name: City of Cooper City

Owner/Obligee Address: 9090 S.W. 50th Place Cooper City, FL 33328

Owner/Obligee Phone No. (954) 434-4300

Bond Date: _____

Bond Amount: _____

Contract No._____ **Bid No.** _____

Permit No./Project No._____

Description of Work: _____

PREPARED BY:

RETURN TO:
CITY CLERK
CITY OF COOPER CITY
701 SW 71st Avenue
COOPER CITY, FL 33068

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we, _____, as Principal, hereinafter called CONTRACTOR, and,_____ as Surety, are bound to the City of Cooper City, Florida, as Obligee, hereinafter called OWNER, in the amount of _____Dollars, ($) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No._____ dated the _____ of _____, 20____, with OWNER for the construction of _____ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Fully performs the Contract between the CONTRACTOR and the OWNER dated_____, 20____, for the_____, within _____, calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and

2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and

3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials, which appear within one (1) year after final acceptance of the work.

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

    4.1 Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of performance bond herein required to increase.

    4.2 Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

    4.3 Complete the Contract in accordance with its terms and conditions; or

    4.4 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the OWNER elects, upon determination by the OWNER and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable

by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

5. In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein and those persons or corporations provided for in Section 255.05, Florida Statues, or their heirs, executors, administrators or successors, as may be applicable.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20____.

SIGNATURE PAGE FOLLOWS

WITNESSES

Secretary

(AFFIX SEAL)

Principal

By

Signature and Title

Type Name and Title signed above

WITNESSES

Surety

Secretary

By

(AFFIX SEAL)

Signature and Title

Type Name and Title signed above

IN THE PRESENCE OF:

INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone

ACKNOWLEDGMENT PERFORMANCE BOND

State of _____

County of _____

On this the ____ day of _____, 20 _____, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____ _____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)
☐ DID take an oath, or

☐ DID NOT take an oath

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that _____,
who signed the Bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

_____
(Name of Corporation)

CITY OF COOPER CITY PAYMENT BOND
COVER SHEET

THIS IS THE FRONT PAGE OF THIS PAYMENT BOND ISSUED IN COMPLIANCE WITH SECTION 255.05, FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO, THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2), (6) AND (10), AS MAY BE APPLICABLE.

Bond No. _____

Contractor/Principal Name:_____

Contractor/Principal Address: _____

Contractor/Principal Phone No._____

Surety Company: _____

Surety Company Address: _____

Surety Company Phone No. _____

Owner/Obligee Name: City of Cooper City

Owner/Obligee Address: 9090 S.W. 50th Place Cooper City, FL 33328

Owner/Obligee Phone No. (954) 434-4300

Bond Date: _____

Bond Amount: _____

Contract No._____ **Bid No.** _____

Permit No./Project No._____

Description of Work: _____

FORM PAYMENT BOND

PREPARED BY:

RETURN TO:
CITY CLERK
CITY OF COOPER CITY
701 SW 71st Avenue
COOPER CITY, FL 33068

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we,_____, as Principal, hereinafter called CONTRACTOR, and, _____ as Surety, are bound to the City of Cooper City, Florida, as Obligee, hereinafter called OWNER, in the amount of _____Dollars ($_____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No._____ dated the _____ of _____, 20____, with OWNER for the construction of _____ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Indemnifies and pays OWNER for all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and

2. Promptly makes payments to all claimants, as defined in §255.05, Florida Statutes, supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the scope of work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

2.1 A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.

2.2 A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

2.3 Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of payment bond to increase.

2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.

2.5 In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this _____day of_____, 20_____.

SIGNATURE PAGE FOLLOWS

WITNESSES

Secretary

(AFFIX SEAL)

Principal

By

Signature and Title

Type Name and Title signed above

WITNESSES

Secretary

(AFFIX SEAL)

Surety

By

Signature and Title

Type Name and Title signed above

IN THE PRESENCE OF:

INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone

ACKNOWLEDGMENT PAYMENT BOND

State of_____

County of _____

On this the _____day of _____, 20_____, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____ _____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)
☐ DID take an oath, or
☐ DID NOT take an oath

CERTIFICATE AS TO PRINCIPAL

I,_____ , certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that_____,
who signed the Bond on behalf of the Principal, was then _____of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

_____
(Name of Corporation)

AGREEMENT BETWEEN THE CITY OF COOPER CITY AND COMPANY NAME

THIS IS AN AGREEMENT, dated the _____ day of _____, 20___, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 SW 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

COMPANY NAME, a **solid waste removal services company**, authorized to do business in the State of Florida, with a business address of **ADDRESS, CITY, ST ZIP CODE** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREMABLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Friday, September 29, 2023,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **solid waste removal services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

RFP 2023-2-PW
"SOLID WASTE REMOVAL SERVICES"

1.2 On **Monday, October 23, 2023,** the bids were opened at the offices of the City Clerk.

1.3 On _____ day of _____, 20____**,** the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for **solid waste removal services,** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property")

in accordance with the Scope of Services outlined in the specifications, **"RFP 2023-2-PW",** attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall be for seven (7) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to one (1) additional seven (7) year terms, subject to the written consent and agreement

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed the unit prices stated in **Exhibit "B"**.

4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONTRACTOR at:

COMPANY NAME
Attn: INSERT CONTACT PERSON
ADDRESS
CITY, ST ZIP CODE

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 ($10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7
INSURANCE

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

The Contractor shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractor. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the Contractor shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.

The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

7.1 REQUIRED INSURANCE

7.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

7.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

7.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

7.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.1.5 Sexual Abuse may not be excluded from any policy.

7.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida’s Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
9090 SW 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCity.gov

ARTICLE 11
FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT

ARTICLE 12
SCRUTINIZED COMPANIES -- 287.135 AND 215.473

12.1 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 13
E-VERIFY

13.1 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 14
MISCELLANEOUS

14.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Ryan Eggleston
City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Contractor: **Insert_Contact_Position**
INSERT CONTACT PERSON
COMPANY NAME
ADDRESS
CITY, ST ZIP CODE
E-mail: insert_contact_email
Telephone No: insert_contact_phone

14.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

END OF SECTION

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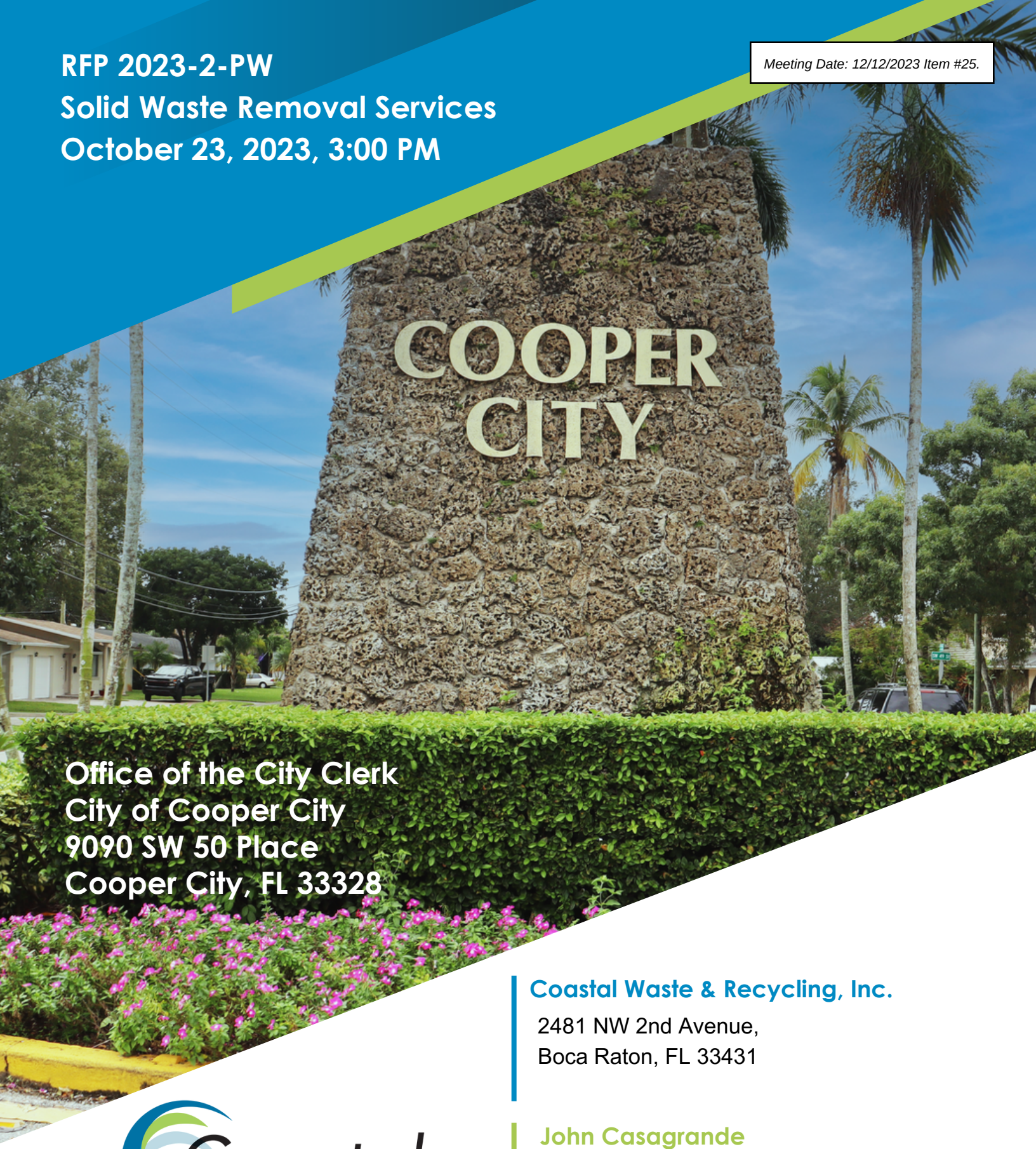
Meeting Date: 12/12/2023 Item #25.

RFP 2023-2-PW
Solid Waste Removal Services
October 23, 2023, 3:00 PM



Office of the City Clerk
City of Cooper City
9090 SW 50 Place
Cooper City, FL 33328

Coastal Waste & Recycling, Inc.
2481 NW 2nd Avenue,
Boca Raton, FL 33431

John Casagrande
Senior Vice President
jcasagrande@coastalwasteinc.com
954-947-4000

Coastal
Waste & Recycling

Coastal Waste & Recycling

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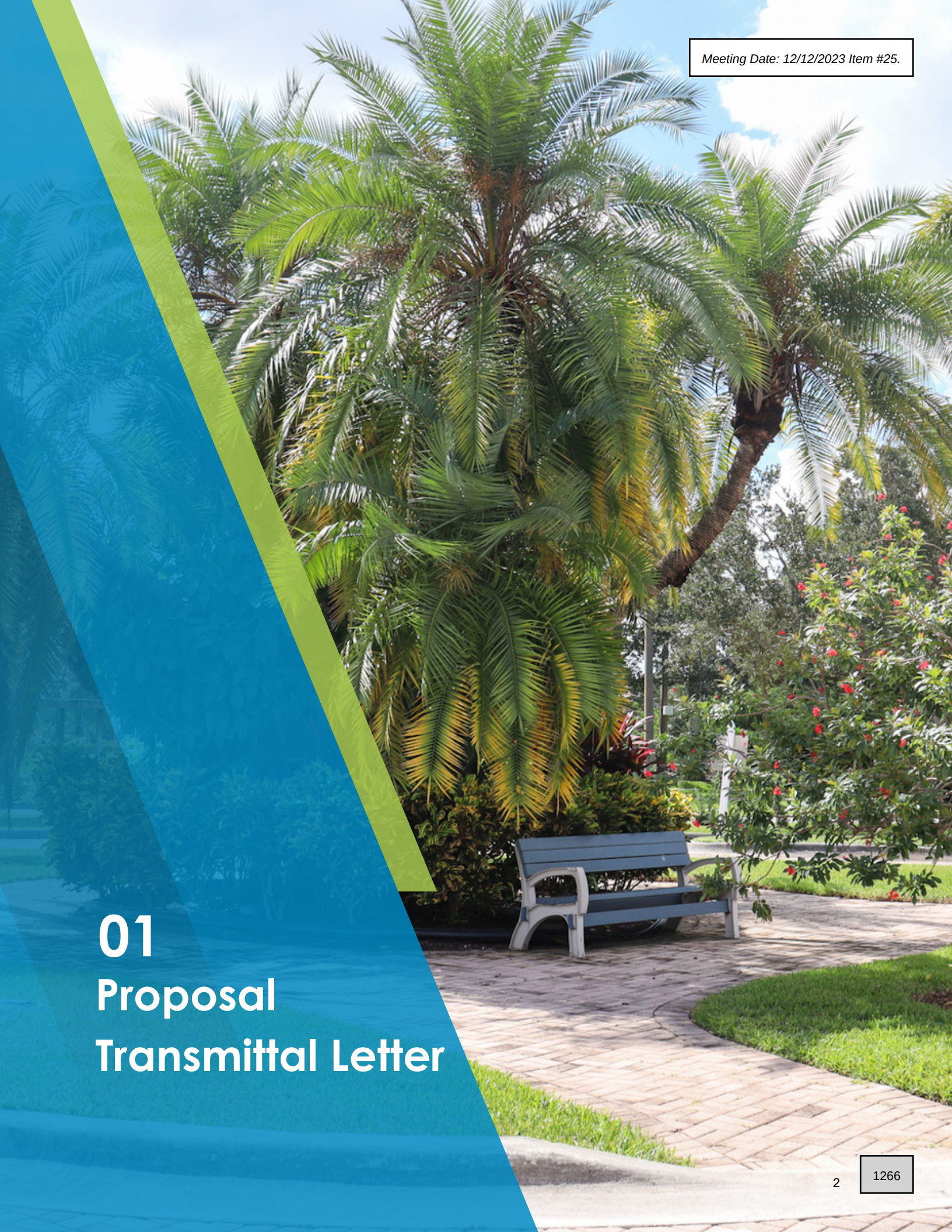


01
Proposal Transmittal Letter

ATTACHMENT A
(Page 4 of 6)

TRANSMITTAL LETTER

I, Matthew Cowan, a resident of Palm Beach in the State of Florida, DO HEREBY CERTIFY that I am the Clerk/Secretary of Coastal Waste & Recycling, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Florida; that I have custody of the records of the corporation; and that as of the date of this certification, Brendon Pantano holds the title of CEO of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the Request for Proposals for Solid Waste Removal Services ("the RFP") issued by the City of Cooper City("the City") on Friday, September 29, 2023, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this 18 day of October, 2023.

(Affix Seal Here)

Clerk/Secretary

Note:

- Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal.
- Proposers shall make appropriate conforming modifications to this Certificate in the vent that the signatory's address is outside of the United States.

Coastal Waste & Recycling

October 23, 2023

City of Cooper City
Purchasing Division
9090 Southwest 50th Place
Cooper City, FL 33328

Request for Proposals No. 2023-2 PW, Solid Waste Removal Services

Coastal Waste & Recycling, Inc. ("Coastal" or "the Company") appreciates the opportunity to submit this proposal to the City of Cooper City in response to the above referenced *Request for Proposals* (*RFP*)2023-2 PW for Solid Waste Removal Services.

Headquartered in Boca Raton, Florida, Coastal Waste & Recycling delivers solid waste and recycling services throughout Florida, Georgia and South Carolina through our 23 locations. Coastal offers residential, commercial, industrial and municipal waste and recycling services and has about 1,100 employees enacting some 1.3 million service transactions each month. We provide services under exclusive franchises to several municipalities utilizing automated and semi-automated collection equipment, as well as bulk and yard waste collection and roll-off and commercial front load collection (mechanical containers).

Recently, Macquarie Asset Management (MAM), the world's largest infrastructure manager, completed a recapitalization of Coastal through a fund managed by MAM, bringing tremendous financial strength to the Company. This infusion of capital provides additional assurance that the plans outlined in this proposal will be executed as described and on time, without disruption to the customer. Local personnel remain, including the management and transition team described in this proposal.

The entire Coastal team stands ready to provide the residents and businesses of Cooper City with exceptional solid waste and recycling collection services. Furthermore, the City can rely on Coastal to responsibly manage the collected materials from collection point through processing. We look forward to a mutually beneficial, and long-lived partnership between our two parties.

As Coastal Waste & Recycling's CEO, I am authorized to represent the Company throughout negotiations and bind the Coastal in contract with the City of Cooper City as identified in *RFP No. 2023-2-PW*.

I personally look forward to entering discussions with the City of Cooper City.

Respectfully,

Brendon Pantano`
Chief Executive Officer
bpantano@coastalwasteinc.com



Proposal Bond

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Coastal Waste & Recycling of Florida, Inc.
2481 NW 2nd Ave
Boca Raton, FL 33431

SURETY:
(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960
Mailing Address for Notices
1411 Opus Place, Suite 400
Downers Grove, Illinois 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Cooper City, Florida
9090 Southwest 50th Place
Cooper City, FL 33328

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Solid Waste Removal Services -RFP 2023-2-PW

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of October, 2023

(Witness)

Coastal Waste & Recycling of Florida, Inc.
(Principal) *(Seal)*

By:
(Title)

(Witness) Jennifer J. McComb

United States Fire Insurance Company
(Surety) *(Seal)*

By:
(Title) James I. Moore, Attorney-in-Fact

S-0054/AS 8/10

State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Cynthia A. Schwinn Notary Public of DuPage County, in the State of Illinois, do hereby certify that James I. Moore Attorney-in-Fact, of the United States Fire Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the United States Fire Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 23rd day of October, 2023.

Cynthia A. Schwinn

Notary Public Cynthia A. Schwinn

My Commission expires: May 24, 2025

OFFICIAL SEAL
CYNTHIA A. SCHWINN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 05-24-2025

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

James I. Moore

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: Bid Bond
Principal: Coastal Waste & Recycling of Florida, Inc.
Obligee: City of Cooper City, Florida

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on March 25th, 2024.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25th day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY

A. R. S

Anthony R. Slimowicz, Executive Vice President

State of New Jersey}
County of Morris }

On this 25th day of March 2019, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC STATE OF NEW JERSEY
NO. 2163686
MY COMMISSION EXPIRES 3/25/2024

Sonia Scala

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 23rd day of October, 2023.

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

Technical Proposal





03 Executive Summary

Executive Summary

Coastal Waste & Recycling (Coastal) has quickly become a regional leader in the provision of waste and recycling services. We are proud to be known for the important work our people do in providing an essential service to the communities we serve. Coastal offers Cooper City a committed team of professionals who take personal responsibility for serving customers with professionalism and care, backed by the financial strength of the Macquarie Group—the world's largest infrastructure provider.

"From transparent communications to going the extra mile in delivering carts that had been swept away during storm events, Coastal simply rolls up their sleeves and gets to work. There are no excuses. There are no extraordinary asks. They simply get the job done."
-Melissa Doyle, Division Manager, Solid Waste & Recycling City of Fort Lauderdale

Coastal has a track record of not only reliably meeting the needs of its customers but also exceeding them. As customer needs change, Coastal changes. Coastal responsibly provides services to 1.3 million services each and every month delivered through a network of 23 administrative, operations, maintenance, and material recovery facilities powered by nearly 1,000 dedicated employees and a fleet of over 600 trucks. Coastal has always had a great respect for doing the hard work required to be its cities' waste services provider, but Coastal is actually much more than that: Coastal is the partner that Cooper City can count on.

From reliable essential services to designing solutions to complicated problems, Coastal will deliver. In times of uncertainty and emergency, Coastal will be a first responder, relentlessly working to carry on the work needed to keep Cooper City moving.

But don't take our word for it. Our references, provided in Section 7 which include letters of support, combine to assure Cooper City, Coastal's ability to implement accurately and on time and provide ongoing reliable service through a partnership with its municipal clients.

A Powerful, Talented Team

Coastal's management team is widely known to be comprised of dedicated and highly skilled professionals. Coastal's culture of excellence extends out to every facet of its business from there. To attract top talent, Coastal has developed a rigorous, holistic process for attracting, recruiting, and retaining talent that is described in detail in Section 9 – Contractors Operational Plan.

Coastal employees enjoy a safe, positive, and productive workplace, and are supported by the many built-in and optional benefits Coastal provides. Because of this, Coastal is able to easily engage with the displaced workers of exiting contractors and welcome them into the Coastal team to help provide a seamless transition.

Coastal's comprehensive onboarding process ensures everyone knows what their targeted goals and responsibilities are from day one. Coastal's well-organized customer service function and suite of technological tools, create a web of support for employees, and an ongoing stream of data and metrics to fuel Coastal's model of continuous improvement are detailed in Section 9 – Contractors Operational Plan.

Executive Summary

Transition Approach
As evidenced by our references, Coastal has developed an approach to transition that bolsters efforts and ensures success. Our initial scoping session, regular meetings, status updates, customer database development process, routing approach, container deployment strategy, and more are detailed in Section 9. This overall approach is borne out of recent, local, relevant transition experience as documented throughout this proposal. Coastal's intention is to develop a solid foundation with the City from contract execution to facilitate a powerful partnership to reliably meet the City's needs and the needs of its residents and businesses.

New Equipment
For this Cooper City contract, Coastal is deploying a fleet of new frontline collection vehicles for all lines of business, and new dumpsters, signaling the proper start of a new contract and eliminating spewing emissions, leaking hydraulic fuel, and aging containers, thereby infusing City streets with a more appealing aesthetic and raising the quality of life in Cooper City.

Coastal's financial strength, operational expertise, and committed core of management professionals, along with the daily execution by highly trained administrative, customer service, and collection personnel, and a network of facilities, guarantee reliable waste management services throughout the entire term of the Franchise Agreement.



04
Proposer Team Identification & Qualifications



About Coastal

Coastal Waste & Recycling was established by its CEO, Brendon Pantano, in partnership with Summer Street Capital. As a third-generation descendant of Horace and Dennis Pantano, the founders of Fredonia Sanitary Services, Brendon's upbringing was steeped in the waste hauling industry. Fredonia Sanitary Services, a waste management company originating in Fredonia, New York, during the late 1950s, became part of Browning-Ferris Industries (BFI) in 1985. Throughout this journey, Brendon garnered invaluable experience, gaining a comprehensive understanding of providing exceptional customer service, from the collection of materials at residences and businesses to their secure disposal in an environmentally responsible manner.

The founders of Coastal firmly believe that their unwavering commitment to the people they serve is the cornerstone of their success, setting them apart from competitors. They recognize that, beyond infrastructure and equipment, the true value of a service organization resides in its human capital.

With a wealth of industry expertise and a vision to address an unmet need in the southeast Florida market, Coastal embarked on its journey by assembling a team of industry professionals who shared a common vision: to establish a leading, fully integrated regional solid waste and recycling company while upholding their core values as the guiding principles of their operations.

Coastal wasted no time in building their company's reputation. In just one year of operations, they successfully completed four strategic acquisitions across the Southeast Florida market. The collective knowledge and experience of their team have propelled both organic and acquisitive growth, establishing the company on a firm foundation. Since its inception in 2017, Coastal has evolved into one of the Southeast's largest private solid waste and recycling companies.

As a regional waste services provider committed to safety and excellence, Coastal prides itself on its ability to rapidly respond to the evolving needs of its municipal clients, while also delivering extraordinary service to each of its residential and commercial customers day in and day out. The bench depth and unmatched technical expertise of Coastal’s management team, described in this section, allows us to act quickly, decisively, and with a high degree of accuracy and safety. We believe this is a critical consideration for Cooper City, since all solid waste collection, processing, and disposal activities necessarily occur within an increasingly regulated and dynamic environmental context.

We also provide methods for direct, immediate contact between our municipal clients and the management team. When the need arises, the City’s representative may just call or email its assigned contract manager, and any requests or concerns will be immediately addressed.



About Coastal

At Coastal, customer service is not simply a department. Customer service is why the Company exists, and therefore all Coastal employees—no matter the position—are continuously coached and trained to optimize the customer experience. Coastal's ethos and protocols around customer service are described in detail in Section 8 - Equipment & Facilities.

Key personnel assigned to this project are all full-time employees of Coastal and highly experienced in full contract and program transition activities. The following Organization Chart identifies key management personnel assigned to this contract; these professionals will also act as the project transition team. Full qualifications for the management team are also included in this section.

The Organization Chart also names the positions and numbers of route collection personnel to be dedicated to the Cooper City contract. Route collection personnel are highly and continuously trained to ensure safety, efficiency, and professionalism.

Coastal's Leadership Team



Brendon Pantano, Chief Executive Officer

Brendon is a third-generation waste management industry professional, who grew up working in his family's waste collection firm in Buffalo, New York. His 20-year experience ranges from working the back of the truck as a young man to overseeing environmental compliance and operations. It is this extensive experience, honed by both large public and private industry leaders, that led to his selection as CEO.



John Casagrande, Senior Vice President

A seasoned professional, John began his career in waste management over 45 years ago in Miami, shortly after relocating from his native New York in 1979. His career began as a humble garbage truck driver for his own company, which grew to be one of the largest privately owned organizations in South Florida. His drive and determination earned him the position as Area Vice President of Collection for industry giant Waste Management (WM), responsible for the Monroe (Key West) to St. Lucie County territory. **From 1999 to 2008 was responsible for the collection and operation from Cooper City Collection Solid Waste Franchise.**



Kristi Beaudoin, Chief Financial Officer

A finance expert with 12 years of experience in overseeing finance and accounting for waste industry companies. Most notably, she managed financial operations at Republic Services for the California, Nevada, and Arizona region. Specializing in Mergers & Acquisitions, she has played a pivotal role in achieving successful integration and blending of waste management, software, and consulting firms. She earned a BS in Accounting and an MBA from the University of Dubuque.



Dennis Pantano, Chief Operating Officer

As an accomplished, performance-focused industry professional with nearly 5 decades of experience, he has extensive knowledge and proficiency in all facets of solid waste management. In his current role, he oversees all collection and post-collection activities. His hands-on experience and desire to please the customer make him an invaluable asset to Coastal Waste & Recycling.



Maurice Nalley, VP Hauling Operations

With 28 years of leadership experience with 13 of those coming directly from the solid waste industry. Shortly after leaving the ARMY where he served as a Sniper, in 3rd Ranger Battalion, Maurice decided to pursue a career in transportation by obtaining his CDL and entering the industry as a driver. As his career progressed, he was introduced to all facets of the waste industry, much of which came through M&A integration. Maurice has been recognized for consistently delivering revenue growth and cost reductions through improved operating efficiencies.

Exclusive Franchise Agreements

Miami Dade County	Residential automated curbside collection (recycling)	230,038 Homes
City of Hialeah	Residential automated curbside collection (recycling)	38,623 Homes
City of Fort lauderdale	Residential automated curbside collection (recycling)	40,218 Homes
Town of Davie	Residential curbside automated solid waste, recycling and bulk - includes multifamily and all commercial accounts	24,728 Homes 612,000 Commercial Cubic Yards Services Annually
City of Pompano Beach	Residential curbside automated solid waste, recycling and bulk - includes multifamily and all commercial accounts	27,150 Homes 800,000 Commercial Cubic Yards Services Annually
City of Augusta	Residential curbside automated solid waste, recycling and bulk	40,919 Homes
City of North Miami Beach	Residential curbside automated solid waste, recycling and bulk - includes multifamily and all commercial accounts	8,415 Homes 495,770 Commercial Cubic Yards Serviced Annually
Broward County Municipal Services District	Residential curbside automated solid waste, recycling and bulk - includes multifamily and all commercial accounts	4,700 Homes 43,568 Commercial Cubic Yards Serviced Annually
City of Oldsmar	Residential curbside manual solid waste and yard waste,bulk, and automated recycling	4,328 Homes
Town of Bay Harbor Island	Residential curbside automated solid waste, recycling and bulk - includes multifamily and all commercial accounts	2,748 Homes 31,100 Commercial Cubic Yards Serviced Annually
Town of Loxahatchee Groves	Residential curbside automated solid waste, recycling and bulk - includes multifamily and all commercial accounts	1,535 Homes 40,000 Commercial Cubic Yards Serviced Annually
Village of El Portal	Residential curbside automated solid waste, recycling and bulk - includes multifamily and all commercial accounts	848 Homes
City of Wilton Manors	Residential curbside automated solid waste, recycling, and bulk – includes multi-family and commercial accounts	3,507 Homes 18,000 Commercial Cubic Yards Serviced Annually
Town Lantana	Residential curbside collection and containerized multifamily collection (solid waste and recycling)	6,016 Homes

Entities Held

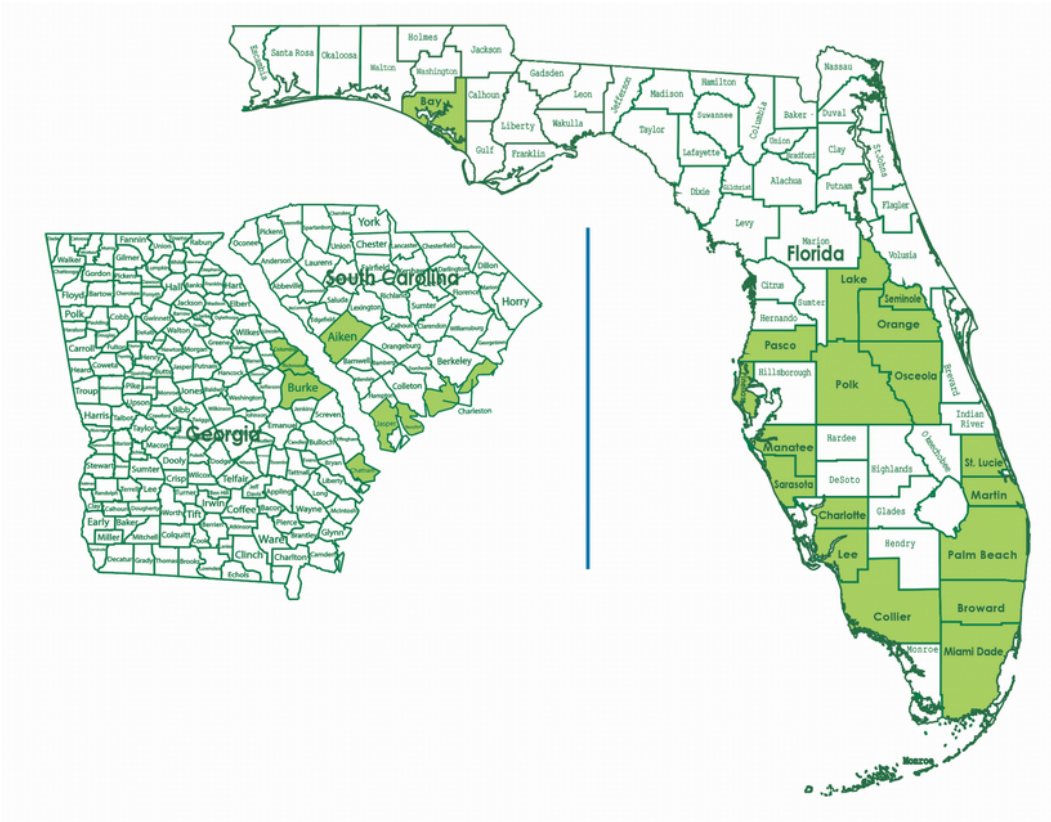
Coastal Waste & Recycling of Florida, Inc.
Coastal Waste & Recycling of Bay County, LLC
Coastal Waste & Recycling of Broward County, LLC
Coastal Waste & Recycling of Central Florida, LLC
Coastal Waste & Recycling of Georgia, LLC
Coastal Waste & Recycling of Lee County, LLC
Coastal Waste & Recycling of Martin County, LLC
Coastal Waste & Recycling of Miami-Dade County, LLC
Coastal Waste & Recycling of Palm Beach County, LLC
Coastal Waste & Recycling of St. Lucie, LLC
Coastal Waste & Recycling of SW Florida, LLC
Nate's Sanitation Services
Precision Portables, LLC

Coastal Waste & Recycling

"We Are Coastal Waste"



Our Locations





05
Experience and Technical Information



Overview

In this section, we will provide an in-depth overview of our team and its organizational structure. We aim to offer transparency and insight into the individuals driving the success of our Cooper City project. Within this segment, you will discover an organizational chart that showcases the hierarchy and roles within our Cooper City team, along with detailed resumes showcasing the extensive experience and qualifications of our key personnel who will play pivotal roles in the Cooper City project. This comprehensive presentation underscores our commitment to assembling a capable and proficient team dedicated to achieving the project's objectives.

District Manager and Operations/Route Supervisor(s)



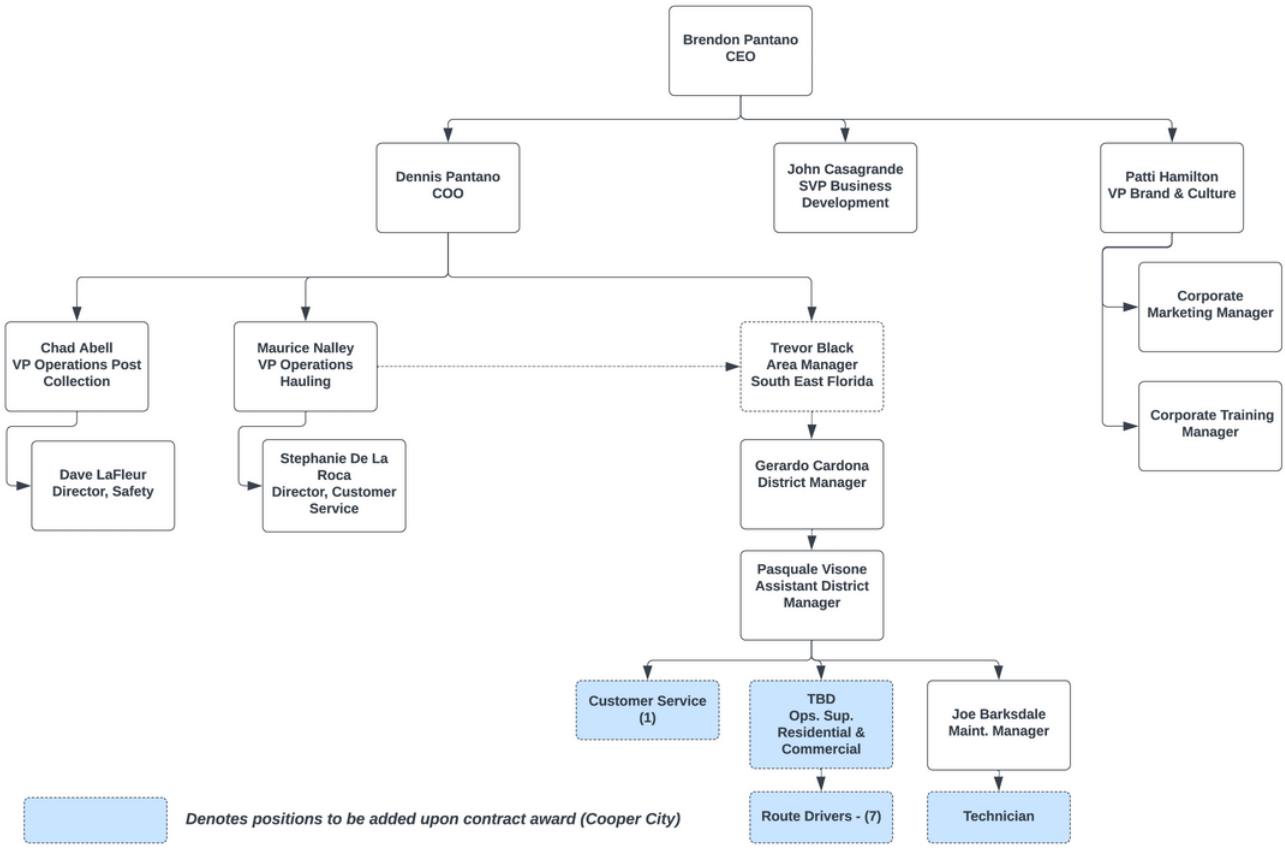
District Manager:
Gerardo Cardona, as the District Manager assigned to this contract, will be responsible for managing all technical and administrative aspects related to this Agreement. Cooper City will have direct and prompt communication with Gerardo throughout the duration of the Agreement via phone and email. The District Manager is entrusted with the duty of supervising and ensuring the Contractor's compliance with the performance requirements outlined in this Agreement. **Gerardo played a pivotal role in the transition of Cooper City to automated cart service while employed at Waste Management.**

Operations Supervisor:

The Operations Supervisor will directly oversee the Collection Service as outlined in this Agreement. With over 5 years of prior experience in supervising drivers and other employees involved in Solid Waste collection within a community of at least twenty thousand (20,000) single-family Dwelling Units, our Operations Supervisors possess the necessary expertise. Furthermore, all Operation Supervisors will be specifically assigned to handle the City's Commercial Customers. They will have unrestricted access to an automobile or truck between 6:00 a.m. and 7:00 p.m. every day. Throughout the entire duration of the Cooper City Agreement, the Director will maintain direct communication with our Operations Supervisor via telephone and email.



Organization Chart



Brendon Pantano

Coastal Waste & Recycling **2017 – Present**
Founder and CEO

- Expanded the workforce from 15 to over 1,000 employees.
- Scaled the fleet size from 4 to 600 trucks.
- Successfully executed 18 strategic acquisitions.
- Attained the position of Florida's largest independent provider of Construction & Demolition recycling services.
- Secured the position as the second-largest private waste hauler in Florida.
- Secured and managed major franchise contracts, including partnerships with the Town of Davie, the City of Pompano Beach, and the City of North Miami Beach.
- Recognized as a "40 under 40 Honoree" in the industry.
- Assembled a high-performing management team dedicated to cultivating talent, establishing robust systems, and implementing effective processes to drive success.

Waste Connections, Inc. Seneca Meadows Landfill **2016 - 2017**
Landfill Manager

- Oversaw the operations of the Seneca Meadows Landfill, the largest landfill in the eastern United States, on behalf of Waste Connection, Inc., the third-largest waste service provider in North America.
- Managed day-to-day operations, handling the processing of 10,000 tons daily (2.6 million tons annually) and overseeing revenue generation of nearly $65 million per year.
- Provided direct leadership to a team of six managers while indirectly supervising a diverse workforce of 100 employees.
- Spearheaded facility construction initiatives, including cell development, capping, and infrastructure expansion, managing an annual CAPEX budget exceeding $20 million.
- Achieved a 20% reduction in variable landfill operating costs by optimizing labor expenses, minimizing truck variable costs, and streamlining cover expenses, resulting in annual savings of approximately $1.5 million.
- Implemented innovative approaches to increase landfill gas collection by 30%, elevating the output from 9,000 SCFM to 13,000 SCFM. This was accomplished through the strategic deployment of landfill gas extraction equipment and infrastructure, leading to enhanced revenue from our landfill gas-to-energy facilities.

Progressive Waste Solution of FL, INC, Miami, FL **2012 – 2016**
District Manager PC

- Oversaw post-collection operations for Progressive Waste Solutions' South Florida Area.
- Managed a network comprising (3) Class I transfer stations with a combined daily capacity of nearly 3,000 tons, (2) materials recovery facilities, including the largest residential single-stream MRF in Miami Dade County, and (2) construction and demolition debris recycling and transfer stations handling 1,000 tons per day, resulting in annual revenues exceeding $50 million.
- Provided direct leadership to a team of 8 managers while indirectly supervising almost 100 employees.
- Successfully obtained permits for substantial expansion of two transfer stations, doubling their daily processing capabilities.
- Secured and maintained major disposal and recycling contracts, serving municipalities including the City of Hialeah, City of Hollywood, City of Miami, City of Miramar, City of Hallandale Beach, and more.
- Led the transformation of the underperforming Miami MRF, which was previously incurring annual losses of over $1 million. Through comprehensive operational analysis, material procurement restructuring, successful bid awards, and a capital infusion, the facility achieved an annual EBITDA of nearly $1 million with impressive 20%+ profit margins, despite challenging commodity market conditions.
- Spearheaded a 125% increase in district revenue within a span of less than 3 years, resulting in EBITDA growth of over fourfold.
- Effectively integrated the Choice Environmental acquisition in late 2012 and early 2013, which included two waste processing facilities.
- Established and implemented comprehensive safety programs district-wide, encompassing Standard Operating Procedures, Site Operating Plans, Task Training, and Near Miss Programs.

- Contributed to the strategic planning and execution of recycling initiatives for the
- Orchestrated and coordinated material transportation logistics for Progressive Waste Solutions' Atlantic Coast Area, overseeing the daily movement of more than 5,500 tons.
- Received the 2014 Company "Shareholder Value Award" on behalf of the area, recognizing exceptional performance and the successful financial outcomes of the Miami MRF project.
- Played an instrumental role in the development of "Corporate Maintenance Standards" as part of the company's team.
- Collaborated with the Corporate Director of Safety and Director of Post Collections to design and launch the company's standard "Site Operating Plan Template."
- Consistently exceeded budgeted District EBIT for three consecutive years.

Environmental Logistics Services, Bridgewater, NJ **2007 - 2012**

VP Operations, ELS-Bridgewater, NJ

- Directed daily operations for ELS, a prominent, fully integrated, independent, non-hazardous solid waste rail transportation and disposal company in the United States.
- Provided leadership and oversight for a 7,500-ton-per-day (tpd) rail-served landfill, three transfer stations, and New Jersey's largest waste-by-rail trans-loading facility, effectively handling nearly 7,500 tons daily.
- Collaborated with site management to drive the successful execution of landfill expansions, GCCS installations, AMDWR increases, and internal landfill cell development.
- Cultivated robust relationships with local communities and regulatory agencies by actively fostering open lines of communication and participating in community engagement initiatives.

General Manager, Apex Landfill-Amsterdam, OH

- Spearheaded day-to-day operations at Apex Environmental, a rail-serviced landfill catering to the extensive New York market, alongside local and long-haul truck customers.
- Held accountability for coordinating the transportation, transfer, and disposal logistics for a landfill processing 7,500 tons per day.
- Provided leadership to a workforce of 85 individuals, comprising 7 supervisors, 2 foremen, and administrative personnel.
- Produced comprehensive financial reports encompassing budgeting and P&L management, including oversight of annual capital expenditures exceeding $8 million.
- Contributed actively to the company's "Cost Cutting Committee," leveraging cost-saving initiatives.
- Ensured strict compliance with all Ohio Environmental Protection Agency (OEPA) rules and regulations to guarantee environmentally responsible operations.

Regus Industries, LLC, Fostoria, OH **2005 - 2007**

VP Operations, ELS-Bridgewater, NJ

- Oversaw the daily activities, permitting processes, construction projects, and regulatory compliance for a 5,000-ton-per-day landfill and rail unloading operation.
- Successfully assembled and directed a team of 35 personnel, including departmental managers and administrative staff.
- Rectified operational inefficiencies across construction, landfill operations, and rail waste transfer, resulting in improved overall performance.
- Enhanced rail unloading capacity twofold by introducing best practices, providing comprehensive training, and deploying suitable equipment.
- Established and executed a comprehensive fleet management program encompassing heavy machinery, railcars, and all equipment vital to landfill and rail operations.
- Cultivated strong, cooperative relationships with both neighboring communities and regulatory agencies, notably the OEPA (Ohio Environmental Protection Agency).

Pasquale Visone

Coastal Waste & Recycling **2022 – Present**

Assistant District Manager - Pompano Beach,FL

- Manage the daily operations of a team comprising five supervisors and three leads, overseeing a workforce of ninety employees responsible for fifty-eight routes.
- Led the new hire onboarding process, ensuring a smooth and efficient transition for incoming employees.
- Monitored and optimized the efficiency and productivity of all vehicles on scheduled routes.
- Maintained an appropriate employee headcount, ensuring an adequate workforce to efficiently execute our route operations.
- *Authorized and managed payroll processing to ensure accurate and timely compensation for the team.*
- Oversees container repair shop across South Florida

Waste Management

District Operations Manager – Pembroke Pines, FL **2010 -2022**

- Managed container routing across three counties.
- Oversaw daily operations for a team consisting of two supervisors, two Fleet Managers, and four operations clerks, leading a workforce of twenty-five employees.
- Coordinated the routing of commercial containers across three counties.
- Facilitated the relocation of open top containers between various sites.
- Managed container procurement, including obtaining competitive price quotes.
- Ensured the operational readiness of compactors and provided temporary service when necessary.
- Took charge of a transfer station operation.
- Held responsibility for overseeing and supporting three supervisors.

District Operations Manager – Pompano Beach, FL **2004 - 2010**

- Managed routing operations across three counties for all containers.
- Oversaw day-to-day operations for a team of fourteen supervisors and two hundred forty employees, coordinating one hundred sixty routes.
- Ensured a safe work environment by conducting weekly OSHA-recordable safety meetings for all employees.
- Managed and maintained employee headcount to guarantee adequate staffing levels for route operations.
- Led the new hiring process, including requisition requests to fill open positions.
- Monitored and optimized the efficiency and productivity of all routed vehicles.
- Approved disciplinary actions, including suspensions and terminations, in accordance with district operations manager guidelines.
- Authorized and supervised new construction enclosures for Broward County to ensure uninterrupted service.
- Approved payroll for all employees to ensure accurate and timely compensation.
- Addressed Collective Bargaining Agreement issues and concerns, actively participating in negotiations.
- Maintained an open-door policy for the district, enforcing a code of conduct for employees.

Lead Operations Supervisor – Pompano Beach, FL **2000 - 2004**

- Led the initial dispatch of 240 routes and coordinated the activities of 300 employees every morning.
- Managed a team of 9 supervisors, providing guidance and support in their roles.
- Directed a team of 9 commercial and residential dispatchers, ensuring efficient routing and scheduling.
- Responsible for coordinating employee time off and vacation requests, ensuring optimal workforce management.
- Led the hiring process for drivers and dispatchers, selecting top talent to join the team.
- Managed all disciplinary actions, including suspensions and terminations, in a Collective Bargaining Facility without losing any grievances.
- Oversaw division revenue of $15,000,000 per month, contributing to the financial success of the organization.
- Achieved a perfect score of 100% on the Safety M2Z (Mission to Zero) initiative, demonstrating a commitment to safety in operations.
- Improved route productivity by an impressive 17%, optimizing resource utilization.

- Successfully reduced labor costs by $15,000 per month by implementing cost-ef
- Led efforts to reduce missed pick-ups by 25% per month, resulting in the district receiving a Gold Certification from the corporation for exceptional customer service.

Waste Management/ USA Waste Pompano Beach **1987- 2000**

Route Auditor, Route Supervisor

- Conducted route audits to identify revenue loss related to unbilled containers.
- Achieved a 15% increase in recycling productivity by optimizing the routing of six trucks.
- Managed 10 routes and oversaw all container traffic tickets for Dade and Broward County.

Driver

- Served as a Recycling Driver, servicing over 6,000 customers per week.
- Proficiently operated various types of trucks across diverse lines of business.
- Maintained an accident-free record for a continuous four-year period.

Dennis G Pantano

Dennis Pantano, as a senior manager, has experience in strategic planning and development of multi-million-dollar, regional solid waste services business operations. He has a proven record of achievement in developing newly acquired companies and projects from start up through profitability.

Coastal Waste & Recycling **2020 – Present**
Chief Operating Officer

Casella Waste Systems INC. **2014 - 2020**
Western Region Vice President/ NY,VT,PA,NH

- Managed Fourteen Market Area Managers for thirty-seven locations
- Responsible for eighteen Collection Companies, twelve Transfer Stations, seven Landfills thatv generated annual revenues of $480M.

Progressive Waste Solutions **2003 - 2013**
Regional Vice President/ Senior Area Manager

- Managed seven Division Managers for twenty-three locations.
- Responsible for nine Collection Company's, four Landfills, six Transfer a
- Managed three rail served Landfills with three rail served Transfer Stations and Collection operations in New York, Massachusetts, Ohio and Connecticut. Generated annual revenues in excess of $100M.

Waste Management **1999 - 2003**
Regional Vice President

- Managed three Landfills and one Hazardous Waste Landfill and Treatment Facility, nine Collection operations, eight Transfer Stations that transferred approximately 12K tons of waste per day and six Processing Facility's. Generated annual revenues in excess of $750M.

Browning Ferris Industries (BFI) **1985 - 1999**
Market Vice President

- Managed and directed BFI's entrance, activities and services in the metropolitan NYC area. Worked closely with the Manhattan District attorney's office to liberate regional solid waste industry from Organized Crime Dominance.
- Managed the successful operation of the largest municipal recycling contract with the NYC. Department of Sanitation (DOS

Vice President/ Division Manager

- Oversaw all of BFI's operations in the states of NY, CT, and NJ with annual revenues of approximately $350M.

Vice President/ District Manager (Western NY Area Market)

- Responsible for all phases of a $250M annual revenue integrated solid waste management companies in Western New York.

Vice President of Business Development (Northeast Region)

- Established marketing goals. Analyzed economic conditions, business trends and market potential. Recommended business strategies to achieve profit objectives.
- Critically instrumental in BFI's successful entry into the Regulated Medical Waste collection, transportation and treatment services within the NY, CT, and NJ market area.
- Developed the first commercial, Regulated Medical Waste Treatment Facility in NYS.
- Responsible for permitting, construction and start up of the facility.

*Vice President/ Division Manager (*Dunkirk/Fredonia, NY)

- Managed three solid waste collection and disposal company's day-to-day operations located in Dunkirk/Fredonia/ Olean, NY, and Erie PA.

Gerardo Cardona

Coastal Waste & Recycling **2018 – Present**

Broward District Manager

- Spearheaded the collections operations within the Broward Division, offering comprehensive management oversight to route supervisors, dispatchers, operations clerks, drivers, and helpers. This team was responsible for delivering prompt, courteous waste removal services to a diverse customer base, including commercial, roll-off, and residential clients.
- Directed and led staff, including recruitment, training, coaching, and performance management. Developed and communicated supervisory goals and objectives, while proactively resolving safety issues and claims.
- Formulated and executed plans aligned with the Broward Division's strategic and operational objectives. Demonstrated a commitment to enhancing the customer experience, driving growth, ensuring long-term sustainability, and optimizing profitability by championing tactical initiatives.
- Spearheaded efforts to maximize productivity and route management systems for commercial, roll-off, and residential routes, while also establishing productivity targets where necessary. Maintained strict adherence to operating standards and adeptly managed labor hours and disposal expenses.
- Acted as a liaison between customers and local, state, and federal government representatives to address and resolve customer service concerns, ensuring compliance with regulatory standards.
- Implemented a comprehensive safety and accident prevention program aimed at minimizing workplace accidents and injuries. Pioneered initiatives to create a safe and productive work environment for all employees, while maintaining an effective loss control and safety program.

Waste Connections Inc **2015 - 2018**

District Operations Manager

- Devised and executed procedures and systems to ensure the safety, efficiency, and cost-effectiveness of personnel operations.
- Established and oversaw budgets and operational metrics, driving improvements in profitability, processes, and return on investment.
- Set performance targets, objectives, and service standards for all activities at the site.
- Fostered partnerships with local city, municipal, and county agencies to enhance customer service for WCI, including contract renewals and negotiations.
- Achieved a 50% reduction in Safety Metrics, transforming our district from a red to a green rating.
- Played a pivotal role in securing the Division of the Year award for two consecutive years.

Site Manager

2010 - 2015

- Managed and oversaw work crews responsible for operating solid waste collection equipment.
- Conducted on-site inspections and audits to enforce proper work protocols among team members.
- Actively engaged in routine Profit and Loss (P&L) assessments to maintain budget adherence, develop strategies for efficient equipment utilization, oversee equipment maintenance, and optimize labor and material expenses.

Waste Management **2006 - 2010**

*District Route Manager – **Cooper City, FL***

- Oversaw departmental operations, including staffing, budgets, and financial objectives.
- Developed and implemented streamlined systems and procedures to enhance department efficiency.
- Analyzed and resolved business process issues, driving improved operational effectiveness.
- Managed recruitment, onboarding, and employee orientation.
- Monitored daily operations, adjusting employee assignments and routes as needed.
- Maintained comprehensive records, including employee, company, and DOT logs and reports.
- Conducted on-site inspections of route crews to ensure compliance with work procedures.
- Contributed to elevating the district's safety ranking from the last position to #2 nationwide in M2Z (Mission 2 Zero).

John Casagrande

Coastal Waste & Recycling **November 2021 – Present**

Senior Vice President, Business Development

Instrumental in developing the Area strategy to expand Market Share throughout the current Company footprint. Reports to CEO.

- Won the Martin County Bid for the Processing and Recycling of all County Construction and Demolition Debris.
- Awarded Town of Loxahatchee Groves, The Town of Davie, The City of North Miami Beach, and the City of Pompano Beach Solid Waste & Recycling Services Contracts.

Southern Waste Systems – Sun Recycling **2013 - 2018**

Vice President, Business Development

Began working with the both the hauling and recycling operations to grow both revenues and volumes as well improve returns on existing customers. Reported to the CEO.

- Formulated, assembled, and successfully negotiated the hauling RFP and Bid awards for the City of Delray Beach, Village of Key Biscayne, SWA of Palm Beach Area 4 and City of Miami Beach.
- Won the SWA of Palm Beach bid to supply Supplemental Combustible Waste to REF#2
- Negotiated new disposal/exchange agreements with statewide disposal facilities.

Waste Management INC. – Atlanta, GA **2008 - 2012**

Vice President, Business Development, Southern Group

Joined the Group staff to centralize and improve logistics and to increase sustainability through diversion of material from the landfills. Reported directly to the Senior VP

Waste Management INC. – Pompano Beach, FL **2002 - 2008**

Market Area Vice President, South Florida Market Area

- Directed sales, customer service, administrative and accounting functions, and market penetration efforts, exceeding $500M annual revenues.
- Managed truck-fleet operations - waste collection, transportation and disposal, construction, and demolition recycling - for commercial, industrial and residential accounts from Key West to Okeechobee County, with a combined workforce of 1,000+ employees, operating 500 trucks with total responsibility for 3 landfills,6 hauling companies and 10 transfer stations.
- Renegotiated long-term Franchise contract extensions with improved margins for Martin and Okeechobee Counties, The Cities of Parkland, Pompano Beach Dania Beach, Plantation, Coral Gables Key West, Riviera Beach, Jupiter, Wilton Manors, and **Cooper City.**

Southern Sanitation **1999 - 2002**

District Manager

Promoted by new corporate owners within 6 months based on exemplary work performance, continuous revenue growth and cost reduction initiatives.

- Implemented same day service for roll offline of business and added 10 routes.
- Reorganized Sales and Customer Service Departments, which enhanced local customer service coverage and satisfaction while improving staff work efficiency.

Maurice Nalley

Coastal Waste & Recycling **2021 – Present**

Area President – South Florida

- Oversee market strategy, P&L performance, capital allocation, asset utilization, compliance, operations, safety, customer experience and employee engagement.
- Responsible for the operations and financial success of 9 locations contained in the South Florida market with service offerings in both the hauling and post collection lines of business.
- Responsible for developing and implementing procedures and systems for personnel to operate in a safe, efficient, and cost-effective manner.
- Partners with local city, municipal and county agencies to ensure Coastal Waste & Recycling is providing top notch customer service and identifies ways to improve services.

Republic Waste Services **2008 - 2021**

Digital Operations

- Oversee the transition from a paper-based front-line organization to a fully digital platform with over 800 locations, impacting 23,000 employees.
- Developed a "Go Faster" plan enabling the organization to reduce two years of deployment, resulting in improved benefit realization of just over $2M annually.
- Successfully negotiated the adoption of technology across all our union locations.
- Integrated Video on Demand (VOD) learning infrastructure significantly enhancing the front-line learning experience.
- Re-designed the General Managers Accelerated Program (GMAP) Operations curriculum to now have Capstone deliverables generating real benefits to the organization through the training rotation.

Director Strategy & Transformation

- Hand selected by our President to vacate the Southwest Area Director of Operations and manage Republic Services portfolio of initiatives. Restructured our strategic portfolio based on overall profitability, margin contribution and long-term competitive advantage.

Area Director of Operations

- Promoted to Area Director of Operations resulting from the City of LA Franchise Conversion. This was identified as the largest franchise conversion in the waste industry and was asked by our COO to lead all operational facets of this transition. Responsible for overall market strategy, P&L performance, capital allocation, asset utilization, compliance, labor relations, operations, safety, customer experience and employee engagement. Responsible for the operations and financial success of 11 hauling companies, eight landfills, five material recovery facilities (MRF's), and six transfer stations with a workforce of 1,250 employees and fleet size of 1,050 vehicles.

General Manager

- Held 360º responsibility for solid waste and recycling business in both franchised and unfranchised markets in Kentucky. $76M/year revenue, 168 employees; operations and facilities spanning 9,000 square miles across Central and Eastern Kentucky.

Fleet Operations Change Agent

- Responsible for deploying new cultural directives to various sites on a three-month rotation ensuring local team members became proficient with all materials introduced. While serving as Lead Change Agent for the last 18 months of my assignment, I was able to achieve single digit accident frequency across all locations while also reducing on-hand inventories by an average of $350K.

Operations Manager

- Monitored current status vs. budget (P&L s, Cap Ex, KPMs, cash flow, accounts receivable) to gain an understanding of present performance levels vs. target. Created action plans and strategic solutions to ensure margin expansion.

Trevor Black

Coastal Waste & Recycling **2020 – Present**
Area Manager

- Collaborated with local city, municipal, and county agencies to enhance Coastal's customer service, identifying opportunities for service improvement.
- Implemented safety measures to ensure compliance with Coastal, DOT, OSHA, and other regulatory standards.
- Developed and executed processes and procedures to optimize personnel operations for safety, efficiency, and cost-effectiveness.
- Collaborated with the Area President to establish short-term and long-term goals and action plans.
- Held P&L and capital responsibility for the District, overseeing budget adherence, equipment utilization, maintenance, labor, and material costs.
- Managed residential contracts and commercial franchises within the District.
- Conducted safety meetings, route observations, and provided coaching to drivers, resulting in improved safety outcomes.
- Conducted reroutes to ensure safe and efficient customer service.

Waste Connections, Thompsonville, IL **2019 - 2020**
Site Manager

- Drop into a newly acquired site to assess where improvements can be made
- Develop strategic vision for the site to repair lackluster reputation with the customers and community
- Establish individual and team goals to ensure the strategic vision is being met
- Create a dynamic safety culture where the team looks forward to coming to work every day
- Implement operational controls to drive improved, sustainable P&L results

Assistant District Manager **2018 – 2019**

- Oversee all facets of business to ensure operations, maintenance, and sales are working synergistically
- Identify and develop team members that could handle more responsibility within the company leading to 3 promotions within 2 months
- Create individual and team goals then delegated responsibility to make sure the goals are achieved
- Hold town hall meetings and site tours to create community awareness about the site
- Overhaul maintenance program to lower the maintenance cost per ton while achieving fleet optimization

Operations Manager **2017 – 2018**

- Manage personnel to ensure the site is operating safely and efficiently while remaining compliant with relevant governing bodies
- Perform and monitor monthly forecasting to make sure the site meets or exceeds budget
- Conduct safety meetings and implement SOPs to ensure all employees are working in a safe and productive manner
- Work with senior management to create and execute short & long term goals to keep the site operating at peak performance
- Coach employees to develop their skills in order to create a dynamic culture that fosters success

Site Manager **2016 – 2017**

- Perform and monitor monthly forecasting to make sure the site meets or exceeds budget
- Perform environmental audits to ensure the site remains in compliance with relevant governing bodies
- Manage leachate treatment systems to make sure they are being utilized to their maximum potential
- Implement cost cutting measures where applicable to improve the P&L

Progressive Waste Solutions **2015 – 2016**
Accounting Intern

- Performed fixed asset inventory by site where I corrected multiple inconsistencies in the asset database
- Performed account reconciliations to balance customer accounts

Stephanie De La Roca

Coastal Waste & Recycling **2021 – Present**

Director of Customer Service

- Cultivated a customer-centric service team, fostering exceptional experiences by instilling accountability and removing obstacles.
- Formulated and implemented effective customer service procedures, policies, and standards.
- Oversaw the daily operations of a customer service department comprising 10+ employees.
- Spearheaded recruitment and training of new customer service representatives.
- Managed a high volume of incoming calls and emails, ensuring consistently high service levels.
- Evaluated customer service performance through comprehensive call metric analysis and report generation.
- Conducted daily reviews of data entries to maintain precision and accuracy.
- Proactively engaged with residents requiring immediate issue resolution.
- Served as the primary point of contact for municipal liaisons when their involvement was necessary.

Behavioral Aid Solutions **2017 - 2020**

Administrative Assistant – Outpatient Mental Health Counseling

- Oversaw the operations of the Seneca Meadows Landfill, the largest landfill in the eastern United States, on behalf of Waste Connection, Inc., the third-largest waste service provider in North America.
- Managed an average caseload of 6-10 clients, delivering individual psychotherapy services.
- Conducted weekly group therapy sessions with an average attendance of approximately 8 clients, utilizing tailored activities to enhance their independence and address functional declines.
- Maintained meticulous clinical records, including documentation, assessments, and outcome measures for each client.
- Offered mental health counseling covering a wide range of issues, such as depression, bipolar disorders, anxiety, panic attacks, life transitions, divorce, relationship conflicts, grief and loss, family disputes, parenting challenges, trauma, adjustment difficulties, and anger management.
- Actively participated in weekly individual and group supervision sessions, which included thorough review sessions through video and audio analysis.

Clarion Inn and Suites Miami International Airport **2012 – 2017**

Front Office Supervisor

- Consistently deliver exceptional customer service while fostering a welcoming atmosphere.
- Provide comprehensive training for new team members, oversee shift operations, and offer guidance and support to front desk staff.
- Supervise daily shift operations to ensure that all front desk agents strictly adhere to standard operating procedures.
- Efficiently address and resolve customer concerns, issues, and problems to maintain a high level of customer satisfaction.
- Proficiently manage PBX equipment, handling incoming calls, setting wake-up calls, enabling Do Not Disturb (DND) mode, and ensuring timely delivery of requested items to in-house guests.
- Implement safety measures by adhering to guest check-in and security protocols, and promptly reporting any suspicious activity to management or the Manager on Duty (MOD).
- Monitor housekeeping reports, verify guest check-outs, and confirm room vacancy status. Address discrepancies between in-house room assignments and system records by taking appropriate actions to reconcile inventory.

Reservation Coordinator

- Consistently deliver exceptional customer service while fostering a welcoming atmosphere.
- Responsibly handle all incoming calls, demonstrating attentiveness, courtesy, and efficiency.
- Provide guests with information regarding hotel services, facilities, operating hours, and local attractions.
- Successfully managed room reservations, upsold available options, and coordinated reservations for transportation to the Port of Miami.

- Collaborate with third-party websites and agencies that offer rooms at contracted rates, ensuring smooth accommodation arrangements.
- Established direct billing relationships with corporate clients reserving multiple rooms, managing payments, assisting with billing documentation, and maintained a monthly room reservation spreadsheet for these companies.
- Accurately record revenue from no-shows, late check-outs, and smoking-related charges on relevant reservations.
- Generated invoices for companies that have reserved multiple rooms daily, maintained organized billing paperwork, and created comprehensive billing packets with individual billing folios for each corporate client.

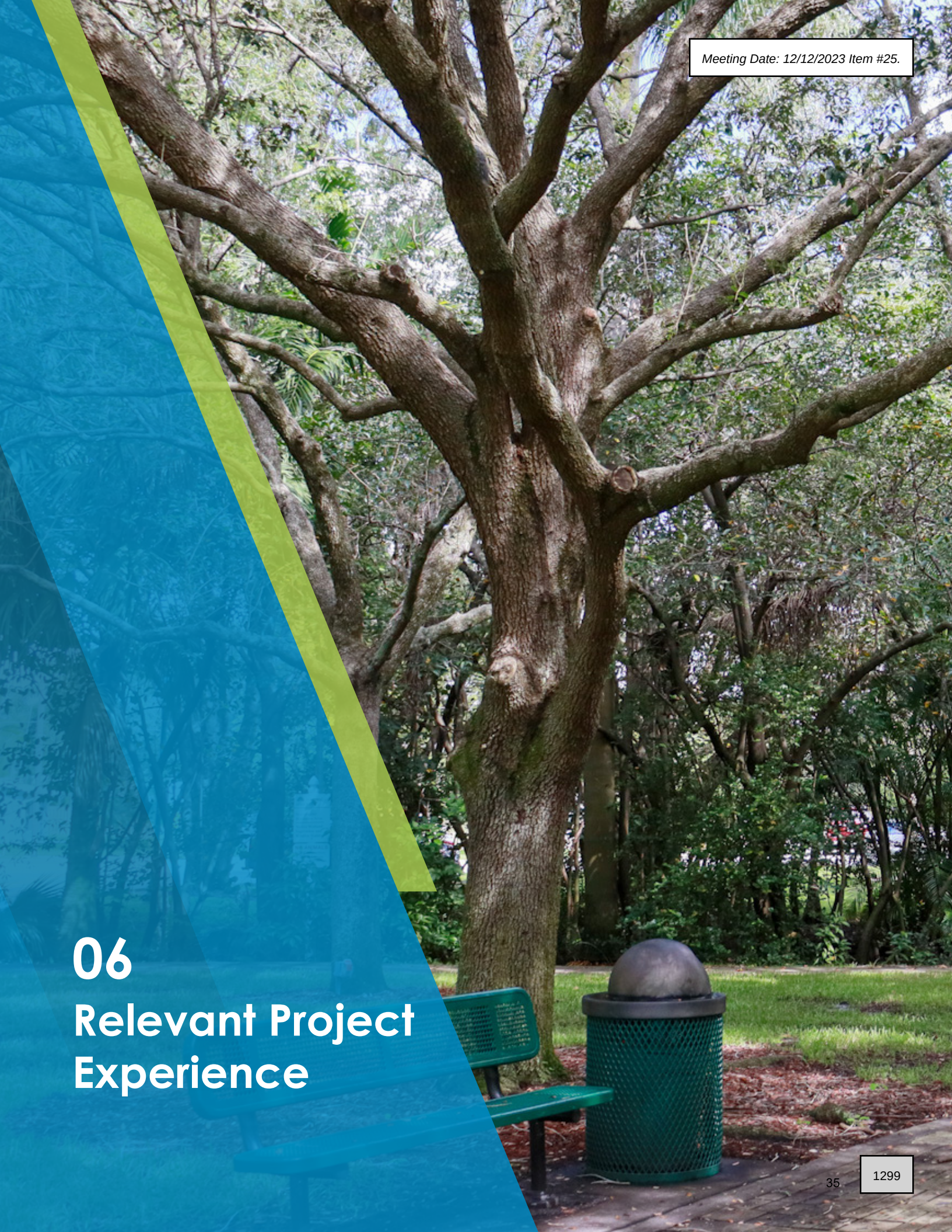
Education:

Nova Southeastern University **2018 - 2020**
Masters in Mental Health Counseling

Florida International University **2015 - 2017**
Bachelor of Arts - Psychology

Technical Proposal





06
Relevant Project Experience



Overview

In this section, Coastal Waste and Recycling presents a comprehensive portfolio of prior contractual engagements and references, underscoring our exceptional performance and capacity. This compilation serves to demonstrate our proven track record and aptitude in undertaking projects of the caliber of Cooper City. We have successfully executed projects similar to the scope and complexity of Cooper City's requirements in the past, attesting to our competency and suitability for such endeavors.

City of Pompano Beach - Residential Multi-family and Commercial – 27,150 homes – Curbside Automated Solid Waste, Recycling and Bulk Collection (Commercial 1.2 million cubic yards.

Contact	Russell Ketchem, Director of Environmental Services 1190 NE 3rd Ave., Pompano Beach, FL 33060 (954) 786-4030 russell.ketchem@cpbfl.com
Duration	October 1, 2022 – September 30, 2027, plus two (2) ten-year renewal options
Contact Value	$33,100,284 Annually (primary provider)
Employees	Drivers, mechanics, and customer service supervisors are responsible for this contract.
Contract Type	Residential collection services with automated, semi-automated and clam shell vehicles. Commercial collection with frontend loaders and roll-off vehicles.
Results	Twice weekly collection of residential solid waste, weekly yard and bulk, and weekly recycling. Materials are delivered to the designated facility.

Town of Davie - Residential Multi-family and Commercial Collection 24,728 homes – Curbside Automated Solid Waste and Monthly Bulk Collection (600,000 cubic yards)

Contact	Phillip Holste, Assistant Town Manager 8800 SW 36th Street, Davie, FL 33328 (954) 797-1041 pholste@davie.fl.gov
Duration	June 1, 2021-December 31, 2030, plus three (5) five-year renewal options
Contact Value	$20,827,911 Annually (primary provider)
Employees	Drivers, mechanics, and customer service supervisors are responsible for this contract.
Contract Type	Residential collection services with automated, semi-automated and clam shell vehicles. Commercial collection with frontend loaders and roll-off vehicles.
Results	Twice weekly collection of residential solid waste, monthly bulk, and recycling. Materials are delivered to the designated facility.

Broward County Municipal Services District - Residential Multi-family and Commercial – 4,700 homes Curbside Automated Solid Waste, Recycling and Bulk Collection (Commercial 43,568 cubic yards year)

Contact	Andres Conde, Solid Waste Collection Administrator 1 North University Dr., Plantation FL 33324 aconde@broward.org
Duration	October 1, 2020 – September 30, 2025
Contact Value	$1,631,124 Annually (primary provider)
Employees	Drivers, mechanics, and customer service supervisors are responsible for this contract.
Contract Type	Residential collection services with automated, semi-automated and clam shell vehicles. Commercial collection with front-end loaders and roll-off vehicles.
Results	Twice weekly collection of residential solid waste, monthly bulk, and weekly recycling. Materials are delivered to the designated facility.

City of Ft Lauderdale – Residential Collection – 40,218 homes – Curbside Automated Collection (recycle)

Contact	Melissa Doyle, Program Manager 949 NW 38th St., Fort Lauderdale, FL 33309 (954) 828-6111 mdoyle@fortlauderdale.gov
Duration	December 1, 2020 – September 30 2023
Contact Value	$1,916,000 Annually (primary provider)
Employees	Drivers, mechanics, and customer service supervisors are responsible for this contract.
Contract Type	Residential collection services with automated and semi-automated vehicles. Weekly collection of residential recycling; materials are delivered to the designated
Results	EOW collection of residential recycling; materials were delivered to the designated facility.

Wilton Manors - Provide Residential collection services with automated, semi-automated and clam shell vehicles. Commercial collection with frontend loaders and roll-off vehicles.

Contact	David J Archacki, Emergency Management/Utilities Director 2020 Wilton Drive, Wilton Manors, FL 33305 954 - 390 - 2190 darchacki@wiltonmanors.com
Duration	October 1, 2023 – September 30, 2026 plus (2) 2 year options
Contact Value	$4,129,800 Annual
Employees	Drivers, mechanics, and customer service supervisors are responsible for this contract.
Contract Type	Residential collection services with automated, semi-automated and clam shell vehicles. Commercial collection with frontend loaders and roll-off vehicles.
Results	Twice weekly collection of residential solid waste, weekly yard and bulk, and weekly recycling. Materials are delivered to the designated facility.

City of North Miami Beach - Residential Multi-family and Commercial – 8,415 homes – Curbside Automated Solid Waste, Recycling and Monthly Bulk Collection (360,000 cubic yards a year)

Contact	David Scott, Public Works Director 17011 NE 19th Ave. North Miami Beach, FL 33162 (305) 947-7581 ext. 7925 david.scott@citynmb.com
Duration	June 1, 2022 – May 31, 2029, plus one (1) three-year renewal option
Contact Value	$11,075,409 Annually (primary provider)
Employees	Drivers, mechanics, and customer service supervisors are responsible for this contract.
Contract Type	Residential collection with automated, semi-automated and clam shell type vehicles. Commercial collection with front-end loaders and roll-off type vehicles.
Results	Collections of residential solid waste, bulk, and recycling. Service for residential Is twice a week solid waste, EOW recycling and monthly bulk. Materials are delivered to the designated facility.

Miami- Dade County - Residential Collection - 230,284 homes Curbside Automated Collection (recycling) Includes unincorporated Miami - Dade County the followng piggyback municipalities.

El Portal (838 Homes)
West Miami (1,409 Homes)
Medley (359 Homes)
Miami Springs (3,154 Homes)
Miami Beach (5,408 Homes)
Opa Locka (2,041 Homes)
Miami Gardens (18,000 Homes)
Miami Lake (1,548 Homes)
North Bay Village (410 Homes)
South Miami (2,797 Homes)
Virginia Gardens (559 Homes)

Contact	Achaya Kelapanda, Assistant Director, Solid Waste Department 2525 NW 62nd St., Miami, FL 33142 (305) 514-6687 achaya.kelapanda@miamidade.gov
Duration	June 30, 2008 – September 30, 2022
Contact Value	$6,000,000 Annually (primary provider)
Employees	Drivers, Mechanics, and Customer Service. Supervisors are responsible for this contract.
Contract Type	EOW recyclable collection with automated vehicles.
Results	EOW and weekly collection of residential recycling, materials were delivered to assigned local transfer station.

City of Hialeah – Residential Collection – 38,623 homes – Curbside Automated Collection (recycle)

Contact	Yasmani Diaz, Superintendent of Solid Waste 3700 W. 4th Ave., Hialeah, FL 33012 (305) 687-2616 cityclerk@hileahfl.gov
Duration	April 1, 2018 – September 30, 2027, plus one (1) four-year renewal option
Contact Value	$1,060,475 Annually (primary provider)
Employees	Drivers, mechanics, and customer service supervisors are responsible for this contract.
Contract Type	EOW recyclables collection with automated vehicles.
Results	EOW collection of residential recycling; materials are delivered to the designated facility.

City of Oldsmar - Provide Residential, Commercial and Industrial Waste Collection to 4,328 homes - curbside manual solid waste and yard waste, bulk, and automated recycling.

Contact	Cindy Nenno, Administrative Services Director 100 State St. W., Oldsmar, FL 34677 (813) 749-1105 onenno@myoldsmar.com
Duration	October 1, 2021 – 2026 plus (2) 5 years renewals
Contact Value	$2,400,000 Annually
Employees	Drivers, mechanics, and customer service supervisors are responsible for this contract.
Contract Type	Residential collection services with automated and rear end load type vehicles. Collection of residential solid waste, bulk, and recycling.
Results	Service for residential is twice a week for solid waste, weekly recycling and weekly yard waste and bulk. Materials are delivered to the designated facility.

Town of Loxahatchee Groves – Provide Residential, and Commercial Waste Collection - 1,535 homes - curbside semi-automated solid waste, recycling, and bulk - in addition to all Commercial Accounts (40,000 cubic yards serviced annually)

Contact	Francine Ramaglia, Assistant Town Manager, 155 F Road, Loxahatchee Groves FL 33470 (561) 793-2418, FRamaglia@loxahatcheegrovesfl.gov
Duration	January 1, 2020 - December 31, 2024 (plus (2) two year renewals)
Contact Value	$1,150,092 Annually (Primary Provider)
Employees	Drivers, mechanics, and customer service supervisors are responsible for this contract.
Contract Type	Residential collection services with semi-automated and clam shells type vehicles. Commercial collection with front end loaders and roll off type vehicles.
Results	Collection of residential solid waste, bulk, and recycling. Service for residential is twice a week solid waste, weekly recycling and weekly yard waste and bulk, Materials are delivered to the designated facility

City of Augusta – Residential Collection – 40,919 homes – Curbside Automated Solid Waste, Recycling and Weekly Bulk Collection. Commercial Collection 150,000 cubic yards)

Contact	Becky Padgett, Contract Manager Environmental Services 4330 Deans Bridge Rd., Blythe, GA 30805 (706) 821-1079 bpadgett@augustaga.gov
Duration	October 1, 2013 – December 31, 2025
Contact Value	$8,100,000 Annually
Employees	Drivers, Mechanics, and Customer Service. Supervisors are responsible for this contract. Weekly automated collection of commercial, residential MSW, recycling and bulk waste.
Contract Type	Residential collection services with automated, semi-automated and clam shell vehicles. Commercial collection with front-end loaders and roll-off vehicles.
Results	Weekly collection of all materials are delivered to the designated facility.



07
Project References

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 Pompano Beach
   ADDRESS: 1190 NE 3rd Ave., Pompano Beach, FL 33060
   CONTACT NAME & TITTLE: Russell Ketchem, Solid Waste Services Director
   TELEPHONE: (954) 786-5516
   E-MAIL (REQUIRED): russell.ketchem@copbfl.com
   CONTRACT PERIOD: FROM: 10/1/2022 TO: 9/30/2027 + two 10 year renewal option

2. ENTITY/COMPANY NAME: Town of Davie
   ADDRESS: 8800 SW 36th Street, Davie, FL 33328
   CONTACT NAME & TITTLE: Phillip Holste, Assistant Town Manager
   TELEPHONE: (954) 797 -1041
   E-MAIL (REQUIRED): pholste@davie.fl.gov
   CONTRACT PERIOD: FROM: 6/1/2021 TO: 12/31/30 + three 5 year renewal option

3. ENTITY/COMPANY NAME: City of Fort Lauderdale
   ADDRESS: 949 NW 38th St., Fort Lauderdale, FL 33309
   CONTACT NAME & TITTLE: Melissa Doyle, Program Manager
   TELEPHONE: (954) 828-6111
   E-MAIL (REQUIRED): mdoyle@fortlauderdale.gov
   CONTRACT PERIOD: FROM: 12/1/2020 TO: 9/30/2023

This page shall be completed IN FULL and submitted with your bid/proposal.

pompano beach.
Florida's Warmest Welcome

Environmental Services Department
Russell S. Ketchem
Director of Environmental Services

City of Pompano Beach, Florida
1190 NE 3rd Avenue, Bldg. B., Pompano Beach, Florida 33060
Phone: 954.786.5516 | Email: Russell.Ketchem@copbfl.com

10 July 20223

To whom it may concern,

Re: Letter of reference for Coastal Waste & Recycling Inc.

As Director of Environmental Services and on behalf of the City of Pompano Beach, I submit this letter of recommendation and reference for Coastal Waste & Recycling.

The City of Pompano Beach recently awarded a contract and entered into an exclusive franchise agreement with Coastal Waste & Recycling. The contract began on October 1, 2022. Coastal provides residential solid waste collection twice a week, residential recycling once a week, and residential bulk once a week. In addition, they provide collection to all multifamily and commercial properties up to seven days a week.

Coastal accomplished a seamless transition from the city's previous service provider, who had been servicing the city for nearly the past 48 years.

Coastal had all personal and equipment ready to go on day one. They exchanged over 450 roll off containers and compactors as well as over 3,500 commercial and multifamily containers. During the transition process, and several months into the startup, Coastal scheduled weekly meetings with myself and my staff to review the process and discuss any issues that may have arisen. The entire Coastal team made themselves available whenever the need arose. From the C.O.O. and Sr. VP to the District manager, route managers and customers service supervisor.

Additionally, Coastal Waste & Recycling is already an active participant within the community. They collaborate with the city with awarding scholarships to students and help sponsor local events.

While there are times that an issue arises, the Coastal team responds quickly and effectively.

In short, Coastal has stood behind and delivered on every promise. Should you have any questions, please do not hesitate to give me a call.

Respectfully,

Russell S. Ketchem
Director of Environmental Services

ADMINISTRATION DEPARTMENT
8800 SW 36TH STREET • DAVIE, FLORIDA 33328
PHONE: 954.797.1034 • FAX: 954.797.2061 • WWW.DAVIE-FL.GOV

June 22, 2023

John Casagrande
VP Business Development
Coastal Waste and Recycling
2481 NW 2nd Avenue, Boca Raton, FL 33431

RE: Town of Davie's Successful Partnership with Coastal Waste & Recycling

To Whom It May Concern,

In June 2021, the Town of Davie (Town), a municipality of 107,000 residents and over 5,500 businesses transitioned from a prior long-serving solid waste company to Coastal Waste & Recycling (Coastal) as our solid waste provider. The transition was intricate in that it included an overall change in services including waste collection service days, bulk pickup days, new residential solid waste containers, new service days for the business community, and new policies for the solid waste program. Nevertheless, Coastal was able to complete a successful transition and has continued to meet and exceed the Town's performance expectations.

A transition of this magnitude took a lot of time, planning, and most importantly, a partner organization that was invested in ensuring that the process was carried out seamlessly. In so doing, benchmarks and goals were set to ensure that the impact on the community was minimal. As such, several months prior to the transition, Coastal and Town personnel met on numerous occasions to discuss the new routes, bulk maps, Town service areas, garbage container swap-outs, adjusting the commercial/business containers, and most importantly, communication with the community.

For the past two years, the collective goals instituted have provided the framework for the successful partnership between the Town and Coastal. The designated contacts for the respective solid waste fields including residential, commercial, and billing have proven time and time again to be helpful in resolving customer issues. Another key element that we have seen really drive the community's positive interaction with Coastal is the consistency in addressing concerns promptly.

The designated Coastal route managers, drivers, and customer service teams have continually provided enhanced service and customer-facing experiences in the community which are vital when establishing positive connections with our community.

Coastal's proactive approach to providing exemplary services and addressing the solid waste needs in the community is evident in the way they carry out business day-to-day.

The Town is proud of our partnership with Coastal and looks forward to our continued relationship that benefits the residents and businesses of Davie.

Should you have any questions or need to dialogue further, do not hesitate to contact me at pholste@davie-fl.gov or 954-797-1041.

Sincerely,

Phillip R. Holste
Assistant Town Administrator/CRA Director

CITY OF
FORT LAUDERDALE

July 7, 2023

RE: Letter of recommendation for Coastal Waste & Recycling of Florida, Inc.

To Whom It May Concern:

Coastal Waste and Recycling of Florida, Inc. (Coastal) provides curbside recycling service to the City of Fort Lauderdale under contract 12412-803 *Curbside Residential Recycling Services*. This contract has been in effect and in good standing since December 1, 2020.

Under contract 12412-803 *Curbside Residential Recycling Services*, Coastal provides once weekly curbside recycling service to more than 38,000 Fort Lauderdale properties. Included in their service are all cart shop related activities, including cart deliveries, repairs, exchanges and removals. Coastal has proven themselves to be an incredible service partner. Their missed pick-ups are extremely low- with less than 10 being recorded monthly. Additionally, they provide cart services typically within 48 hours of a request being made, exceeding their contractual obligation to provide services within 5 days.

Coastal transitioned services in December 2020 from an under-performing incumbent vendor. Not only were they successful in cleaning up what was incomplete behind this vendor, but they also successfully rerouted the City from a 6-day per week schedule to 5-days per week. The local management team was instrumental in this successful transition, reaching out to staff daily to make sure any issues were addressed immediately before they became larger problems.

Coastal has been a valued partner during normal operations as well as in times of emergency such as tropical storms, hurricanes and recent flooding events. They have extended their commitment by participating in community events, like the annual Big Toy and Truck Show, where they distributed children's "recycle driver" shirts and provided other giveaways to children as a means to reinforce the importance of recycling and truck safety.

From transparent communications, to going the extra mile in delivering carts that have been swept away during storm events, Coastal simply rolls up their sleeves and gets to work. There are no excuses. There are no extraordinary asks. They simply get the job done.

Should you have any questions, please contact me at mdoyle@fortlauderdale.gov or (954) 828-6111.

Sincerely,

Melissa Boyle

Division Manager- City of Fort Lauderdale

Public Works Department
SOLID WASTE AND RECYCLING SERVICES
1 N. University Drive, Suite 400 - Plantation, Florida 33324 • 954-765-4999 • FAX 954-577-2391

Date: July 7, 2023

To: Whom it may concern

From: Andres Conde, Solid Waste Collections Administrator

Subject: Letter of Recommendation for Coastal Waste & Recycling

I am writing on behalf of Coastal Waste & Recycling who has been our solid waste and recycling service provider since April 2020. Coastal provides solid waste, recycling and bulk collection services to over 4,000 residential units and approximately 200 commercial customers throughout the Broward Municipal Services District (unincorporated areas of Broward County). To date, we are very pleased with the services Coastal has provided.

The transition from the previous service provider to Coastal was seamless. There were no interruptions in collection services. The Coastal team was well prepared and did an excellent job. At the commencement of the contract, a new residential solid waste, recycling and bulk collection schedule was introduced which streamlined operations. The new schedule reduced time, traffic and the overall carbon footprint of the Broward Municipal Services District. Coastal's customer service related to responding to complaints, delivering carts, or making themselves available for special, last minute service requests is invaluable. As of this letter, they are timely, responsive and display a notion of customer care. Even as Coastal continues to grow, our services continue to be exceptional.

Coastal's professionalism and customer service is greatly appreciated.

Thank you,

ANDRES CONDE
Digitally signed by ANDRES CONDE
Date: 2023.07.07 15:43:43 -04'00'

Andres Conde - Solid Waste Collections Administrator
Broward Municipal Services District

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Tim Ryan • Michael Udine
www.broward.org

VILLAGE HALL
500 NE 87TH ST
EL PORTAL, FL 33138
CHRISTIA E. ALOU, ESQ.
VILLAGE MANAGER

MAYOR OMARR C. NICKERSON
VICE MAYOR LUIS M. PIRELA
COUNCILPERSON ANDERS URBOM
COUNCILPERSON ANNA LIGHTFOOT-WARD
COUNCILPERSON DARIAN MARTIN

July 7, 2023

Letter of Recommendation Coastal Waste and Recycling

To Whom It May Concern:

As the Village Manager of the Village of El Portal, I write this letter of recommendation for Coastal Waste and Recycling (Coastal). Coastal was selected by the Village after a competitive bid in July 2021.Coastal, as the recycling contractor with Miami Dade County, has also been the Village of El Portal's recycling service provider for the past several years. With our account manager, Eileen Damaso, we have conducted several community education programs with our Village Council and Administration and provided special circumstances assistance to our residents. We have worked well with Coastal Waste and Recycling to address emergency conditions, special requests made by our residents, and keeping the Village of El Portal beautiful. The Village has been very happy with Coastal' s service and customer service.

I welcome any questions you may have regarding Coastal Waste and Recycling.

Sincerely,

Christia E. Alou, Esq.
Village Manager



08
Equipment & Facilities



Overview

Coastal's Pompano Beach facility – where Cooper City Franchise Agreement will be operated from – currently maintains a fleet of approximately 150 vehicles, consisting of residential automated side loaders, commercial front loaders, rear loaders, roll-off trucks, scout vehicles, maintenance vehicles, transfer trucks, and trailers, and container delivery trucks. Coastal also houses its commercial and multi-family containers, as well as all residential carts, from this facility. In addition to housing equipment for the Cooper City Franchise Agreement, Coastal's Pompano Beach facility would also be where our expert team of customer service representatives would manage customer relationships. All vehicles meet and exceed the highest equipment specifications and safety standards in the industry. Coastal ensures all vehicles meet all specifications set forth in the RFP and this proposal, and are and will continue to be fully compliant with all environmental standards, rules, and regulations.

Coastal's commitment to a seamless transition has informed its decision to procure all collection vehicles well in advance such that they are available to deploy ahead of the operations start date. Vehicles will be new or no older than a 2022 model year. All commercial, and multifamily containers and compactors will be new and deployed according to the container management plan described in this section.







Our Locations in Broward County

Broward Hauling – East

3900 NE 10th Way
Pompano Beach, FL 33064

Size: 8 Acres



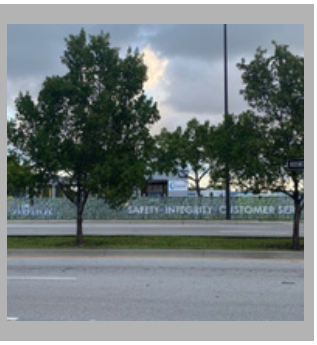


Broward Hauling – West

2407 Hammondville Road
Pompano Beach, FL 33069

Size: 6.5Acres

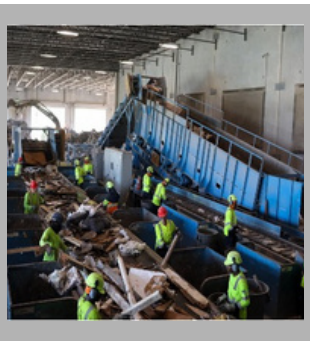




Broward – MRF

1840 NW 33rd Street
Pompano Beach, FL 33064

Size: 5 Acres


Broward – Recycling

2281 NW 16th Street
Pompano Beach, FL 33069

Size: 7.5 Acres



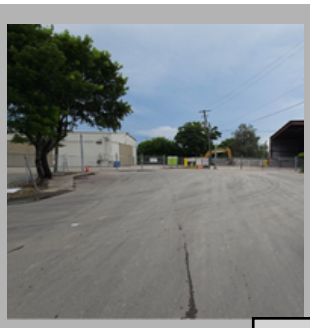


Broward – Transfer

7060 SW 22nd Court
Davie, FL 33317

Size: 2 Acres





Vehicles



Coastal's frontline collection equipment which will be assigned and dedicated exclusively to this Cooper City contract is indicated in the Equipment List below. **These vehicles are all in our inventory today ready to start for April.** Coastal maintains a spare or reserve fleet of 15 to 20 percent at any given time. Our spare fleet is meticulously maintained, just as the frontline fleet is, to assure readiness in case of frontline vehicle downtime. The City can rest assured that the equipment placed into service on its contract is maintained per manufacturer standards by our team of highly experienced maintenance personnel. Collection vehicles are also washed weekly.

Truck #	Year	Vin #	Type	Brand	Body	Make	Tag	
113823	2023	1M2LR2GCXPM006546	ASL	MACK	LABRIE	LR	PWQ0243	MSW
113923	2023	1M2LRGC7PM006620	ASL	MACK	LABRIE	LR600	PWP6109	MSW
114023	2023	1M2LR2GC2PM006511	ASL	MACK	LABRIE	LR	PWQ5303	MSW
114123	2023	1M2LR2GC8PM006576	ASL	MACK	LABRIE	LR	PWW7518	MSW
114223	2023	1M2LR2GC9PM006540	ASL	MACK	LABRIE	LR	PWQ0243	Recycling
114323	2023	1M2LR2GC0PM006605	ASL	MACK	LABRIE	LR	PWV8392	Recycling
410722	2022	3BPDLK0X4NF113010	FEL	PETERBILT	McNeilus	520	P4493G	Commercial

Collection Vehicles & Carts – Additional Information

Onboard technology and how that interacts with our office systems is included in Section 9 – Operational Plan.

Coastal Waste will warehouse the residential and commercial carts at the facility in Pompano Beach.





Collection Methodology



Automatic Side Loader + Carts - Primarily Residential



Materials Collected: Garbage + Recycling Collection

2022 or newer Peterbilt/Labrie

- Sierra Containers
- 28 yards

Roll Off + Debrис Boxes/Compactors - Commercial/Industrial/Residential



Materials Collected: Construction + Demolition

2022 or newer Peterbilt/GALFAB

- Builtrite Containers

Front End Loader + Dumpsters - Commercial/Multi-Family



Materials Collected: Garbage

2022 or newer Peterbilt/McNeilus

- Builtrite Containers
- 32 Yard

Collection Methodology



Grapple



Materials Collected: Residential Bulk

2023 Peterbilt/GALFAB

- Builtrite Containers
- 27 yard

PickUp Truck



- A supervisor will be given a pickup truck with a container and cart dumper on the back of the truck to help recover any missed pickups.
- Route Supervisors, in company- issued vehicles, dressed in easily identifiable logo bearing shirts are in the field during collection hours to monitor and support team members on the trucks,

SIERRA CONTAINER GROUP

SIERRA SERIES
Rollout Carts

The Sierra Line of Rollout Carts

Has been designed by industry experts to improve overall functionality and long term durability to support all types of waste, recycling and organic collection programs

- Our injection proccess uses high density polyethylene (HDPE) that yields precise design features and strength in critical wear areas
- UV stabilized against the long term effects of the sun
- Manufactured with **prime resin**
- Designed for easy assembly and requires no bolts or holes that could potentially leak
- Ergonomically designed to be user friendly while maximizing wind stability



Key Features & Colors

- ✓ *10" Quick Release Wheels with Integrated Spacers*
- ✓ *Quick Release Wheels make handling swaps and exchanges a simple task*
- ✓ *Multiple Lid Handles & Touchpoints*
- ✓ *Large open handle areas for easy gripping with gloves*



Colors above are for illustration purposes only, color chips and custom colors are available u request

SIERRA CONTAINER GROUP

95 & 65 Gallon Unive
Carts For Type B/G (Semi & Fully) Automated Lifters

Branding - Highlights

Large 9.5"W x 7.5" H branding area for your company logo



Bottom wear strips for added protection

8"x7" or 11"x6" In-Mold Label or Hot Stamp in Zone A



Standard Lid Insert or Hot Stamp in Zone B

8"x7" or 11"x6" In-Mold Label or Hot Stamp in Zone A



Standard Lid Insert or Hot Stamp in Zone B

Specifications

Dimension	95 Gallon	65 Gallon	Certifications/Warranty
Length (Depth)	33.5"	27.75"	10-year warranty on both 95 & 65 Gallon Models
Width	28.00"	25.00"	
Height w/ Lid	44.25"	41.75"	20-year life expectancy, designed for the most rigorous movement
Height w/out Lid	41.00"	38.5"	
Wheel Diameter	10" Diameter	10" Diameter	
Axle	3/4" Diameter	3/4" Diameter	Meets all American National Standards Institute (ANSI) requirements for safety and lifter compatibility (ANSI Z245.30 & Z245.60)
Load Rating	332.50 lbs	227.50 lbs	
Assembled Weight	35.00 lbs	30.00 lbs	
Units Per Stack	12/13	12	
TL Quantity (53')	648/702*	816*	100% Recyclable
Assembly Required	Snap On Wheels & Axles Only		

35-GALLON B SERIES ROLLOUT CART

Collect great reviews from a cart you trust with proven decades of service.

SCHAEFER delivers the durability you need with features your customers want. Keep your customers loyal and let SCHAEFER make your cart program a success.

schaeferwaste.com



SSI SCHÄFER



BODY

- Non-slip, textured finish on corners for grabber traction
- Smooth surface inside and out for easy cleaning
- Injection molded for maximum strength and durability
- One-piece high-density polyethylene (HDPE) construction
- Built-in flexibility



BAR / UPPER ATTACHMENT

- Rotating retention bar for less stress on cart body
- Highly durable, in-molded bar supports
- Extra wall thickness in bar area for durability



- Reinforced, in-molded upper attachment for cart tippers
- In-molded support ribs for added strength



LIDS / HANDLES

- Overlapping lip for rain protection
- Inside dripping rim to seal in odors
- 270° lid opening
- Ergonomically designed hand grips for easy push and pull motion
- Smooth surface with no protrusions

WHEELS & AXLES

- 7/8" solid wheel axle made of tempered, rolled and Zinc Chromate steel
- Lubricated maintenance free bearings
- Durable HDPE wheels for easy rolling motion

BOTTOM

- In-molded toe hold to ease tilting of loaded cart
- Dual 3/8" wear strip for longer life



OUTSIDE DIMENSIONS

Order #	1 TOTAL HEIGHT	2 BODY HEIGHT	3 WIDTH	4 DEPTH	5 WHEEL DIAMETER	LOAD RATING ↓	TRUCKLOAD QUANTITY
USD 35B	38.2	35.8	22.8	22.3	8	125 lbs.	1008

ANSI Z245.30 and ANSI Z245.60 Approved. ISO 9001 Certified. Truckload quantity based on 53' trailer. Measurements in inches.

INJECTION MOLDED MANUFACTURING, MANAGED ASSEMBLY & DISTRIBUTION, AND COMPREHENSIVE FLEET SERVICES

COLORS, MARKINGS, & OPTIONS

- Available in an array of standard colors. Custom colors available upon request with minimum quantities.
- Smooth surface for hot stamping on lid and body
- Customizable in-mold labeling (IML) on lid

BLUE CL.BLU.1 | **NAVY** CL.NVY.1 | **GREEN** CL.GRN.1 | **DARK GREEN** CL.DGN.1

BROWN CL.BRN.1 | **DARK BROWN** CL.DBN.1 | **GRAY** CL.GRY.1 | **BLACK** CL.BLK.2

MANUFACTURING LOCATIONS

- Charlotte, North Carolina
- Lodi, California

Proud supporters of:

National Waste & Recycling Association

Environmental Research & Education Foundation

Sourcewell Awarded Contract Contract #041217-SFR

www.schaeferwaste.com

Schaefer Systems International, Inc.
10021 Westlake Drive Charlotte, NC 28273
Phone 855-900-CART

SSI SCHÄFER

BUILT RITE REFUSE EQUIPMENT LLC

Product Spec Sheet

FRONT LOAD DUMPSTERS

Built Rite Front Load containers are built to last. We use first grade material and ensure our standard line of containers provides all the options that today's haulers demand. Features like a full blunderbuss, true bumpers, full length gussets, heavy gauge top rails, and industrial primer in every nook and cranny mean longer trouble free container life. Containers 4 cubic yards and smaller come in a nestable design to reduce transportation costs and minimize required storage space. We also offer custom manufacturing to meet your specific requirements.



FRONT LOAD CONTAINER SPECIFICATIONS

SIZE/TYPE	2 /SLANT	4 /SLANT	6 /SLANT	8 /SLANT
Floors	10 Gauge	10 Gauge	10 Gauge	10 Gauge
Walls	12 Gauge	12 Gauge	12 Gauge	12 Gauge
Top Rails	10 Gauge Formed "G" Channel	10 Gauge Formed "G" Channel	10 Gauge Formed "G" Channel	10 Gauge Formed "G" Channel
Lift Pocket	10 Gauge	10 Gauge	10 Gauge	10 Gauge
Blunderbuss - Full	Three Sided - 7 Gauge	Three Sided - 7 Gauge	Three Sided - 7 Gauge	Three Sided - 7 Gauge
Lift Pocket Gussets	Full Length "No Step" Top & 3 Triangle Bottom	Full Length "No Step" Top & 3 Triangle Bottom	Full Length "No Step" Top & 3 Triangle Bottom	Full Length "No Step" Top & 3 Triangle Bottom
Lids Ears	7 Gauge	7 Gauge	7 Gauge	7 Gauge
Bumper	7 Gauge "V" rib	7 Gauge "V" rib	7 Gauge "V" rib	7 Gauge "V" rib
Floor Support / Channel	2 Full Length Formed Channels – 3" High – Capped	2 Full Length Formed Channels – 3" High – Capped	2 Full Length Formed Channels – 3" High – Capped	2 Full Length Formed Channels – 3" High – Capped
Plastic Lids	Reinforced Lids	Reinforced Lids	Reinforced Lids	Reinforced Lids
Drain Plugs	1 1/2" Diameter Plastic	1 1/2" Diameter Plastic	1 1/2" Diameter Plastic	1 1/2" Diameter Plastic
Catchment Rounded / Dimensions L x W x H	72"x 38"x 41"	72"x 56"x 58"	72"x 71"x 68"	72"x 82"x76"
Nominal Weight	500lbs.	765lbs.	955lbs.	1160lbs.
Truck Load Quantities 48' Flat Bed / Drop Deck	48/53	20/25	12	7

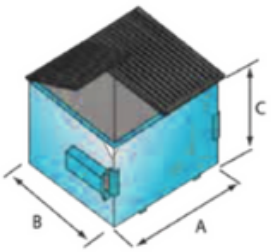
3545 NW 51ST ST
MIAMI,FL 33142

WWW.BUILTRITE.COM

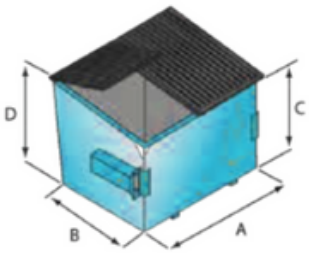
EMAIL: SALES@BUILTRITEREFUSE.COM
PHONE: (786) 817-2978

BUILT RITE REFUSE EQUIPMENT LLC

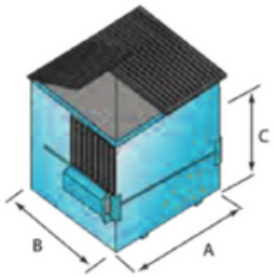
Product Spec Sheet
FRONT LOAD DUMPSTERS



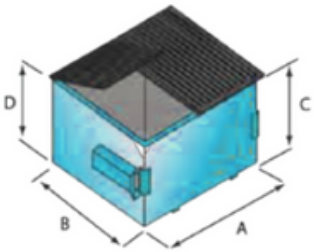
2 YARD BOX



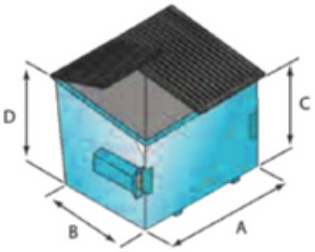
2 YARD SLANT



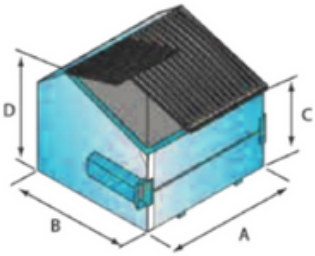
4 YARD BOX



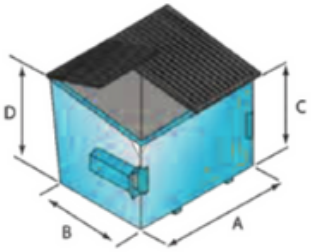
3 YARD BOX



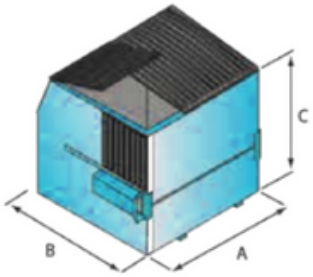
3 YARD SLANT



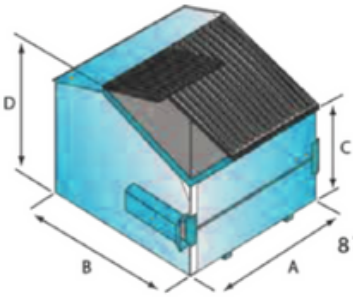
6 YARD SLANT



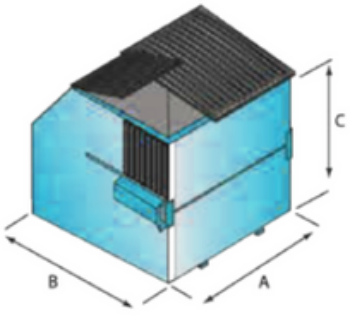
4 YARD SLANT



6 YARD BOX



8 YARD SLANT



8 YARD BOX

NOMINAL DIMENSIONS IN INCHES				
	WIDTH	DEPTH	FRONT HEIGHT	BACK HEIGHT
2 Cubic Yard Box	72	38	41	41
2 Cubic Yard Slant	72	35	37	45
3 Cubic Yard Box	72	41	48	48
3 Cubic Yard Slant	72	42	46	52
4 Cubic Yard Box	72	56	50	50
4 Cubic Yard Slant	72	56	50	58
6 Cubic Yard Box	72	66	64	64
6 Cubic Yard Slant	72	68	50	68
8 Cubic Yard Box	72	75	73	73
8 Cubic Yard Slant	72	82	50	76

3545 NW 51ST ST
MIAMI,FL 33142

WWW.BUILTRITE.COM

EMAIL: SALES@BUILTRITEREFUSE.COM
PHONE: (786) 817-2978



09 Operational Plan



Overview

Coastal's approach to providing services to the City is centered around a well-structured Operation Plan. This plan includes preliminary route boundary maps and is subject to updates and finalization after the effective date of the Franchise Agreement, with a detailed description of the transition steps to ensure a seamless process between contractors.

In line with the Franchise Agreement and the City's mission and sustainability goals, Coastal commits to responsibly managing materials throughout the collection process. They will provide all necessary resources for garbage and recyclable material collection, yard waste, and bulky item pickup from residential/cart customers.

Coastal's dedication to promoting materials diversion programs, such as recycling and bulky item collection, is evident through an ongoing public education program developed in collaboration with Cooper City. They have the resources and capabilities required to provide top-quality services to both residents and businesses in the City.

The organization of this plan aligns with the RFP's provided structure, and Coastal's robust capital, logistical, and technical resources are supported by their financial strength, as detailed in Section 11 – Financial Resources. Collectively, Coastal is confident that the City will recognize them as a serious and capable contender for this contract.

For residential routes, automated collection vehicles with a professionally trained driver are used, and these routes operate from Monday through Saturday. Bulk routes involve a driver, no helper.

In the case of commercial routes, one professionally trained driver is responsible for operations. Spotters are deployed for nine stops with restrictive or challenging conditions to enhance safety measures. The route design prioritizes eight-hour workdays to maximize efficiency and prevent driver burnout.



Collection Plan

Collection Plan Components
The Collection Plan components described herein pertain to the collection services detailed in the RFP documents, most particularly the details contained in the Franchise Agreement – Contractor's Specific Collection Services. Coastal acknowledges its understanding of the services to be provided under this Agreement vis-à-vis the following recap. Certain of these tasks may be further described where Coastal believes it beneficial to the City to understand its typical way of rendering or approaching a particular service.

Residential Collection Services

Coastal will dedicate our own employees and deploy our own equipment to perform the services as described as follows **without the use of any subcontractors.**

- Twice weekly collections of curbside municipal solid waste and yard waste (MSW) using automated carts in 96-gallon capacities
- Once weekly collections of curbside recycling (RCY) using automated carts, predominantly in 96-gallon capacities
- Once monthly collections of bulky waste and white goods (BULK) are limited to 6 cubic yards per customer (residential unit) per month.

In addition to the current service, Coastal is also prepared to offer the service options requested by the City for bulk. If the City selects to provide Bulk collection in accordance with one of the options below, Coastal may require the use of a subcontractor.

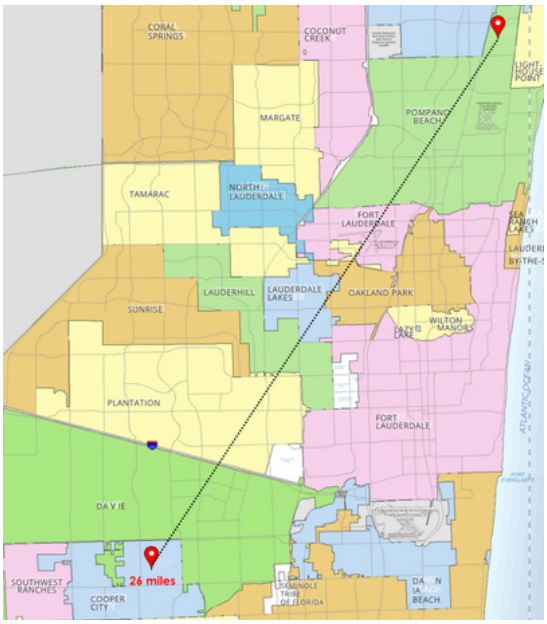
- Option A - Bulk Service 1x/week on Mondays only for up to 6 cubic yards.
- Option B - Bulk Service every other month for up to 10 cubic yards.
- Option C - Bulk Service provided quarterly for up to 15 cubic yards.

Multi-Family Collection Services

- Standard collection services provide containers for the collection of commercial and multifamily solid waste. Coastal will deliver all brand-new containers to all of these customers. We will work with your current provider to ensure a smooth transition, and that no property is ever without its container. It is important to note that we have transitioned 4 Municipalities with exclusive franchise agreements from your current provider in the last 2 years. All container exchanges have been seamless.

Cooper City Residential Collection												
G - Garbage	R - Recycling	Y - Yard Waste										
Route Details	**Monday**		**Tuesday**		**Wednesday**		**Thursday**		**Friday**		**Saturday**	
	# Units	**Waste Streams**	**# Units**	**Waste Streams**	**# Units**	**Waste Streams**	**# Units**	**Waste Streams**	**# Units**	**Waste Streams**	**# Units**	**Waste Streams**
Route-ASL	900	G	900	G	900	G	900	G	900	G	900	G
Route-ASL	850	R	850	R	850	R	850	R	850	R	850	R
Route-ASL	900	G	900	G	900	G	900	G	900	G	900	G
Route-ASL	850	R	850	R	850	R	850	R	850	R	850	R
Route-ASL	900	G	900	G	900	G	900	G	900	G	900	G
Route-ASL												
Route-ASL	900	G	900	G	900	G	900	G	900	G	900	G
Totals	**# Units**	**Loads**	**# Units**	**Loads**	**# Units**	**Loads**	**# Units**	**Loads**	**# Units**	**Loads**	**# Units**	**Loads**
Garbage	4	2	4	2	4	2	4	2	4	2	4	2
Recyclables	2	1	2	1	2	1	2	1	2	1	2	1

Customer Service



48
Avg. Speed to Answer (in seconds)

.10%
Abandonment Rate

Our Core Value

Committed to being the industry leader in customer service. Going the extra mile for the customers that have allowed us to serve them. *Our Pompano Beach-based Customer Service call center is operated by a knowledgeable team of locals who are well-acquainted with Broward County. By utilizing local phone numbers, the City won't have the added concern of authorizing remote locations.*

Phone #'s
We will have a dedicated phone number for Cooper City

Call Routing
Routed to unique queues based on the type of call. All calls are classified by reason.

Staff Location
We are **a local team** based out of Pompano Beach

Language
We provide solutions in Spanish, Creole & Portuguese

Accountability
Call response will vary based on call type. We are excited to provide monthly reporting on this.

Empowerment
Our non-punitive infrastructure supports our representatives in making decisions with the customer at the forefront of everything we do.

Customer Service

As previously mentioned, customer service is not merely a department or function at Coastal. It is the only thing the Company has to offer, being in the highly transactional waste services industry. As a precursor to the discussion points the City's RFP requires us to addressed herein, it is an important point to note that all employees, not just those answering customer phone calls and email inquiries, receive customer service coaching throughout the year.

Cooper City will have a direct line to a dedicated customer service representative, the direct phone number of the Operations Manager assigned to the contract, and its own monitored email address for sending City requests.

This proposal addresses the items the City has asked for:

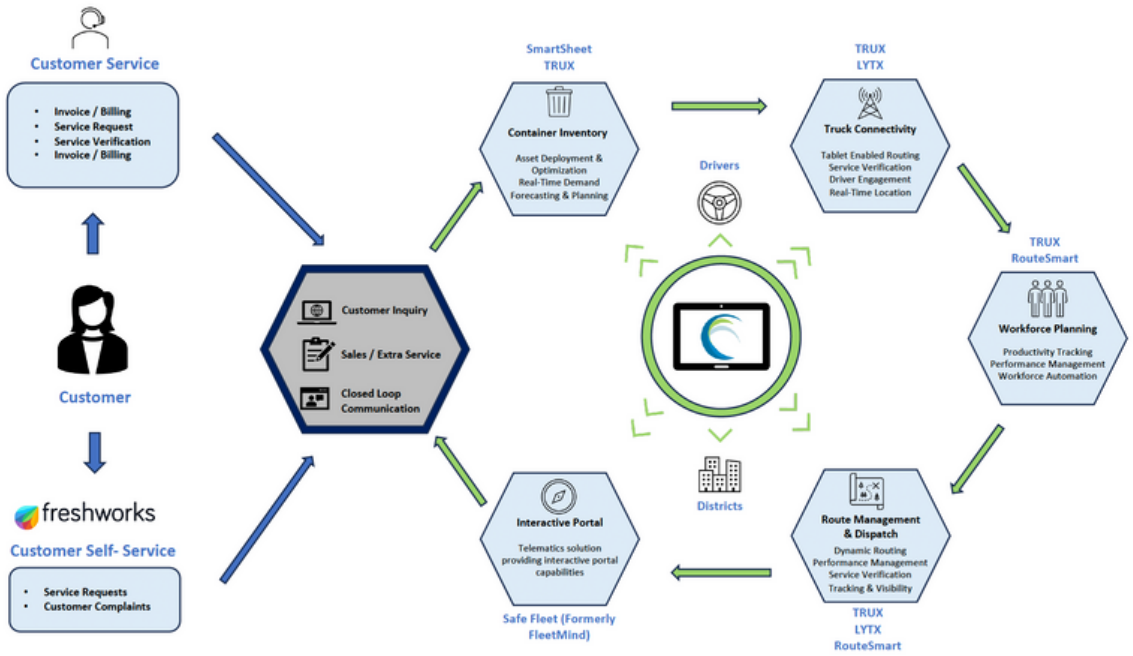
- Real-Time Web-based system for receiving, verifying, tracking, and resolving customer complaints
- Web-based system for handling requests for service
- GPS, video camera, and other systems for monitoring its services
- Complaint Types

To understand the technology Coastal uses, as an overview, please see the infographic below which shows the functionality of each component and how they relate, followed by a brief narrative corresponding to the City's requirements, outlined in the paragraph above.

Coastal has invested in state-of-the-art, real-time technology to ensure our drivers have all the necessary tools and the management team can efficiently and effectively manage the process to perform at the highest level. Each technology has a distinct purpose:

- TRUX - Used to locate every residential address.
- LYTX - Driver dashboard, intelligence.
- FleetMind - Manages Carts, Records Videos, live GPS.

Systems Support Infrastructure and Interdependent Relationships



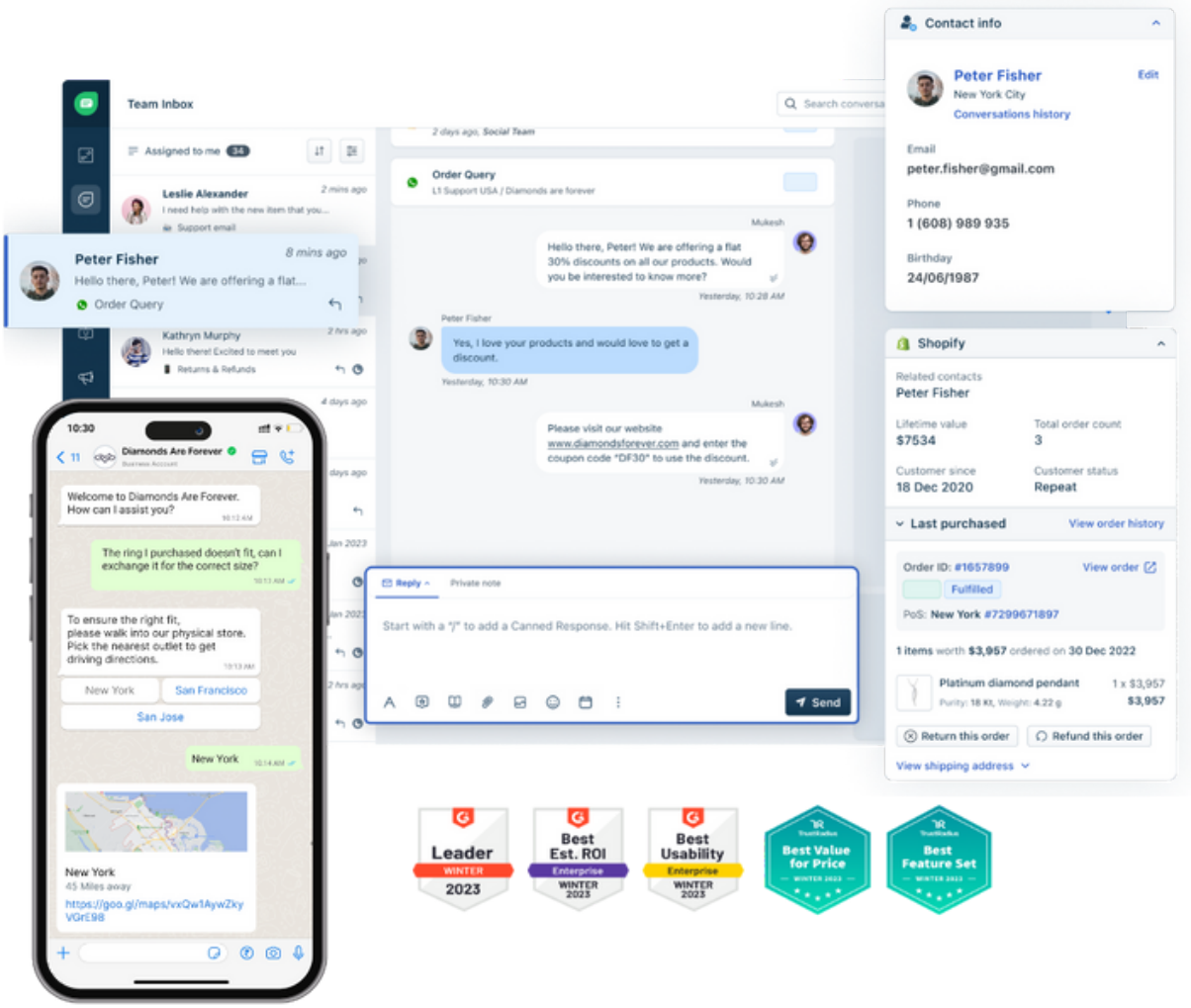
Self - Service, Conversations, Tickets. Have it All. Supercharged with Gen AI.

Automate Self Service Across Channels
with AI powered resolutions that are instant and personalized

Supercharge Agent Productivity
with intelligent assistance an powerful ticketing capabilities

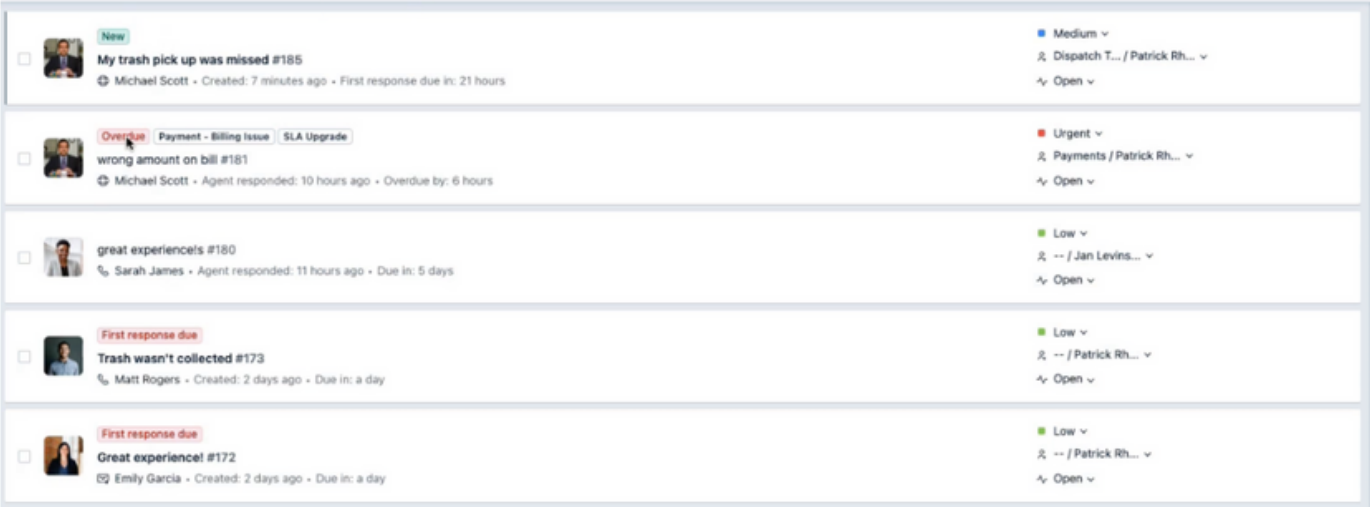
Make smart decisions faster
with proactive insights and recommendations

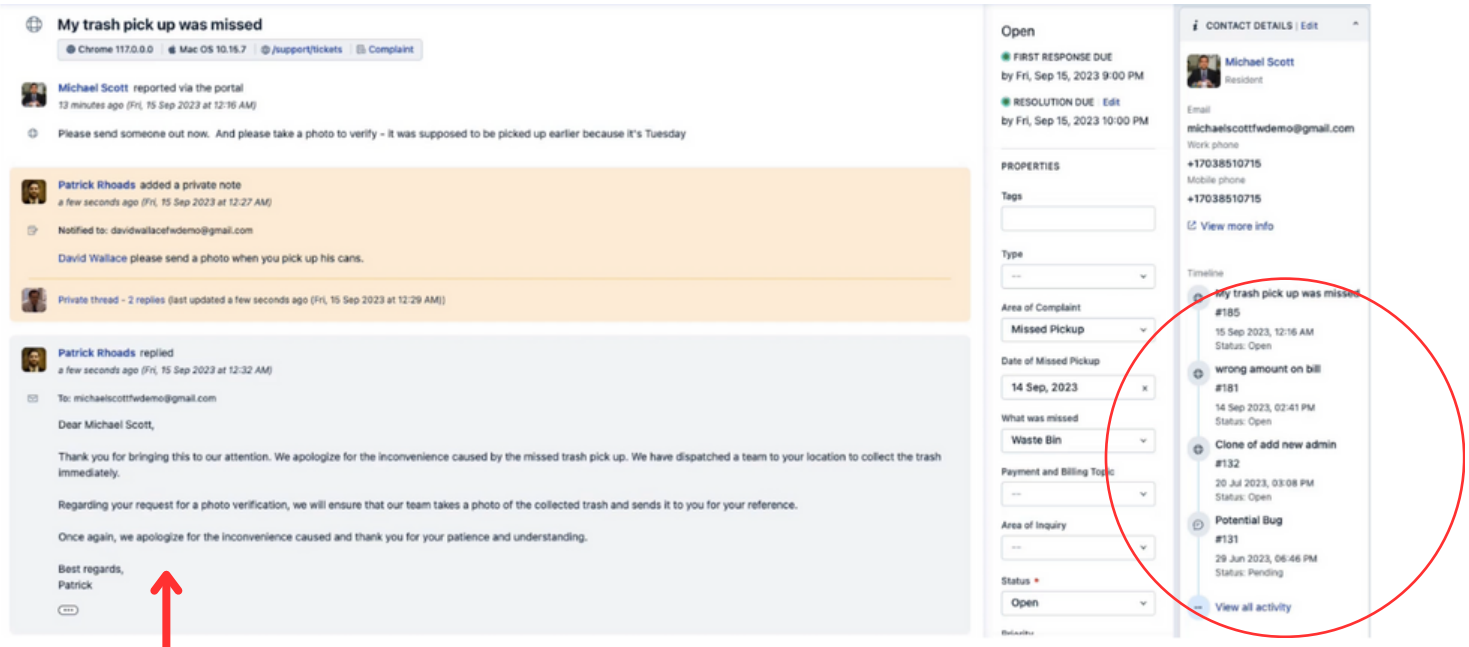
Improve the overall experience with your residents
Easy to use solution that builds confidence in the solution through real-time updates .



Tickets arrive in a queue and are **categorized** by issue type.

Working in partnership with Cooper City we can assign different priorities to each type of issue created ensuring high-level **businesses of Cooper City. issues are prioritized for the residents and business of Cooper City.**





We **directly respond** to customer inquiries

Customer **transaction history is logged** and visible to both the customer and Coastal Agents. This provides **quicker resolution and escalation for any repeat issues.**

Reporting

Reports are:

1.Easily ***customizable*** to meet the needs of Cooper City.

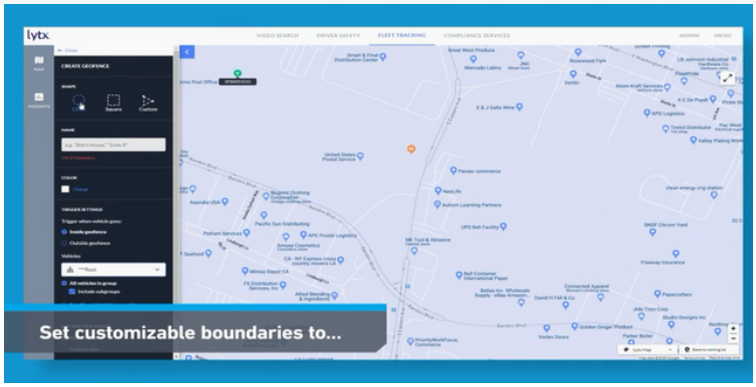
2.Can be ***automated*** ensuring all established reports are ***automatically delivered*** as expected.

3.Automatically generated ensuring ***accuracy in reporting***

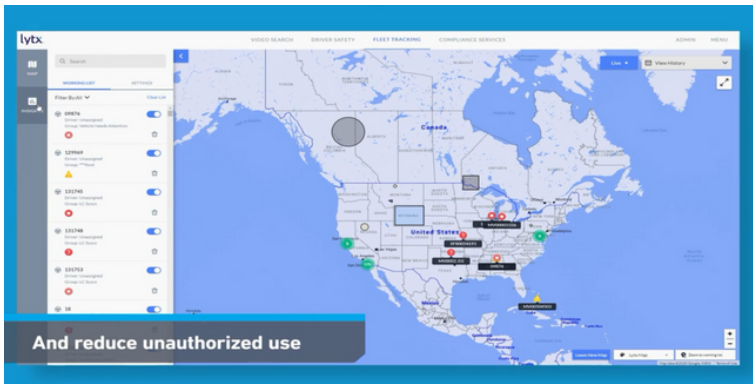


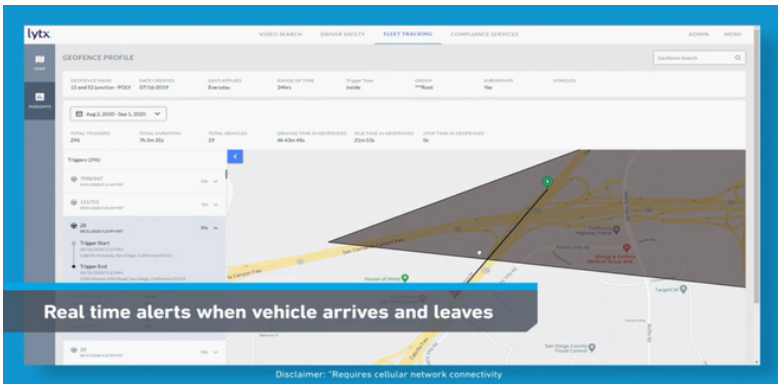
lytx | Fleet Tracking Service Geofences Feature Focus Video

Geofencing

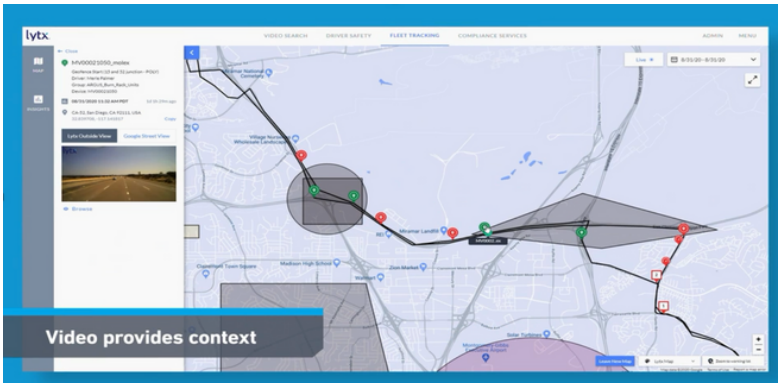


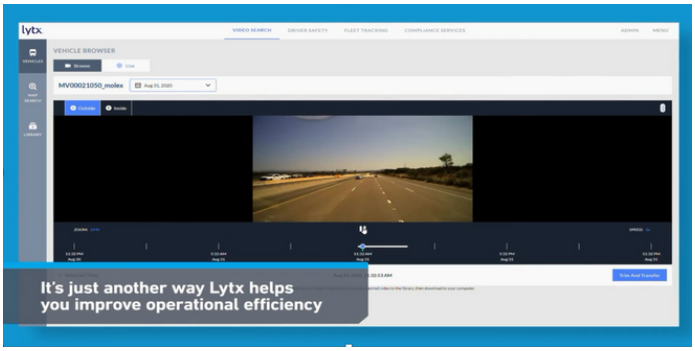














Safety

We put safety at the forefront of everything we do by creating a safe environment for our community and employees, prioritizing investing in technology and developing solutions

Improved Technology:

•Equipped with advanced sensors that collect and process ***data-driven video for analysis***

•Powered by award-winning Machine Vision and ***Artificial Intelligence***

•

•Live Coaching & Feedback

•Empowers drivers to take ownership of their driving behavior by recognizing risky habits before a collision occurs

•Identifies over 60 risky behaviors

•Performance reporting system to guide customized ***coaching***



System for Receiving, Verifying, Tracking, and Resolving Customer Complaints

Coastal's customer service team is located at our Pompano Beach facility and has completed five successful contract transitions in the past two years. We have ten (10) dedicated representatives who handle live calls, a municipal customer service agent and three data entry agents. Coastal's suite of technological tools ensures the highest level of service and underpins our commitment to superior service to our valued customers.

Even with all the technology, processes, and equipment, it is our people who make the difference in caring for the customers. It is our people who know how to respond quickly when an issue arises. It is our drivers who make certain carts are emptied completely, that all addresses are serviced, that exceptions are reported and handled courteously and professionally. It is our people who are empowered to achieve the highest level of service and to act quickly and creatively to solve problems. Customer service agents are monitored and coached for excellence.

Our office uses a database system called TRUX to communicate between the customer service team and Coastal's collection personnel. Any information that comes into Customer Service is entered into TRUX where a record of the call is kept, then it is immediately dispatched to the appropriate driver electronically where the driver can access the information on their tablet. The driver receives a notification about the concern and is prompted to take action. Once addressed, the driver enters the resolution on their tablet and Dispatch would see it and close the loop with the customer.

Coastal tracks performance metrics to ensure all targeted response times are met or exceeded, which conforms to our business model of continual improvement. The Customer Interaction Chart, below illustrates the manner in which calls are managed.



TRUX WASTE INDUSTRY BUSINESS SOLUTIONS
An AMCS Company

lytx DriveCam

System for Monitoring Service

Coastal employs two on-route systems for monitoring service: Lytx DriveCam, which is an onboard video technology, and Fleetmind, which is a GPS tracking and activity management system. However, again, it's our people who make all the difference. Coastal Route Supervisors, in company- issued vehicles, dressed in easily identifiable logo-bearing shirts are in the field during collection hours to monitor and support team members on the trucks, such as:

- Looking for missed pick-ups and non-compliant materials.
- Identifying and helping to permanently resolve potential route-related issues.
- Reviewing the TRUX trails (auto-tracking) to visually ensure route completion to Company and City satisfaction.
- Ensuring routes are completed and providing any required notification of such.
- Permanently resolving complaints and initiating an investigation when necessary Pulling and reviewing video from GPS to verify pick-up completion.
- Following up directly with the resident personally, as appropriate, to discuss a service matter.
- Making a notation for the report to the City as appropriate.
- Entering repeat concern addresses on to a Hot List for additional monitoring to prevent problem recurrence.

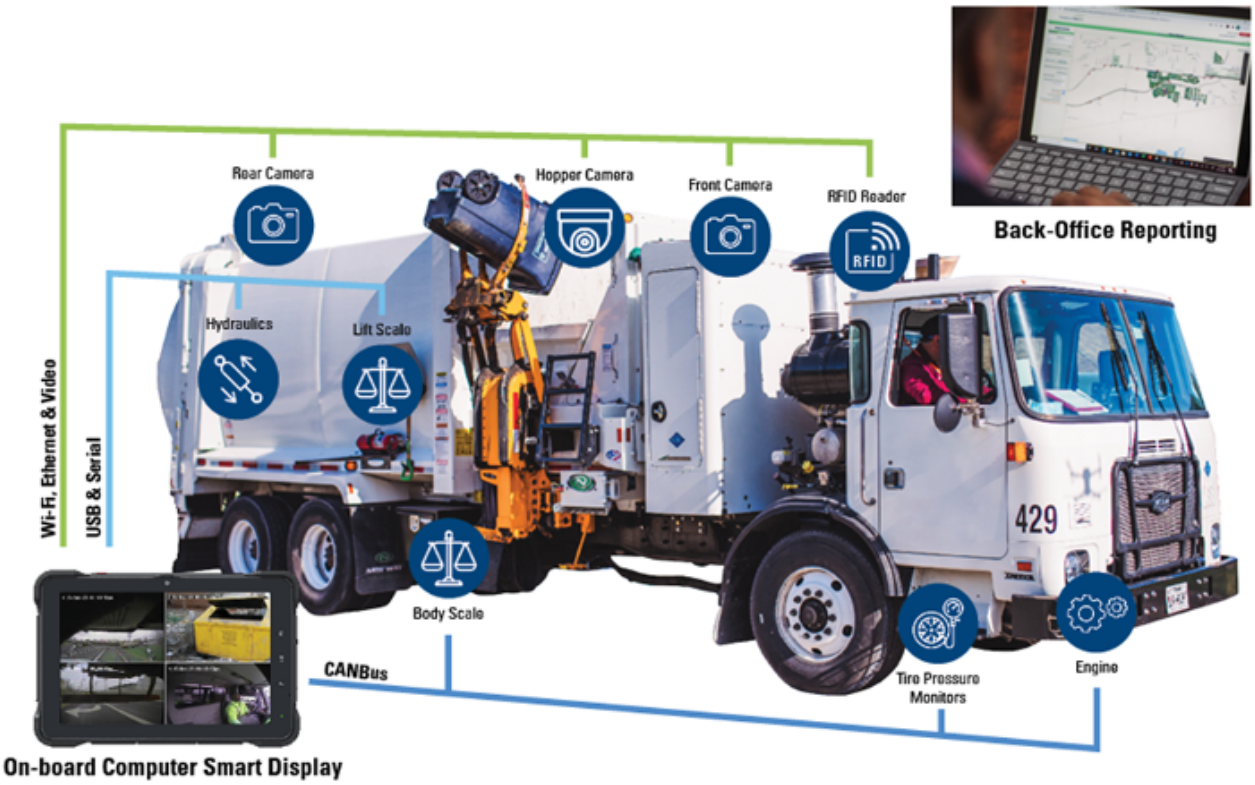
All Coastal trucks are equipped with Lytx Drive Cam. Lytx Drive Cam is a highly rated brand of on-board video technology, with the same capabilities as Third Eye. Lytx's safety solutions provide an important component to our overall safety program as they improve driver behavior and manage the fleet while ensuring compliance and improved productivity on each route. The Drive Cam Safety Program is a video-based program designed to help improve driver performance.

This camera system provides near real time visibility into the status of every vehicle in our fleet and will help increase driver accountability. The drive cam program provides an objective image of what is happening on the road, allowing the driver to document, through time-stamped photos, any events or situations, such as late set outs, bulk and vegetation debris, blocked access of any kind, and time of service—to name a few features. This program also gives us the ability to make sure our driver is operating in a safe and lawful manner.

SAFE FLEET

Safe Fleet's web-based application, FleetLink—an onboard computing solution—helps Coastal maintain safe and efficient routes. Through FleetLink, Coastal can collect and communicate GPS, engine control module data, and service information from routes, drivers, customers, cameras, scales, and RFID sensors to track the progress of waste collection in real-time. Its in-cab video monitors display camera views to increase driver visibility for enhanced service, passenger safety, and reduced risk of accidents. It includes a planning tool to help develop safe and efficient routes and deliver turn-by-turn driver directions which also decrease street wear and tear and reduce fuel consumption, and hence, emissions. Coastal's operations team can monitor route progress and easily add more trucks or transfer stops to other drivers within minutes to ensure on-time completion of routes.

Service quality can also be more easily managed through the ability to verify pick-ups and replay driver activity. In case of an on-route incident or accident, the application allows Coastal to search for and download video surveillance footage through the vehicles video system. Managers can search for, view, extract, and package evidence relating to on-route activities, incidents, and accidents for third-party review, and access live footage to see exactly what is happening in real-time.



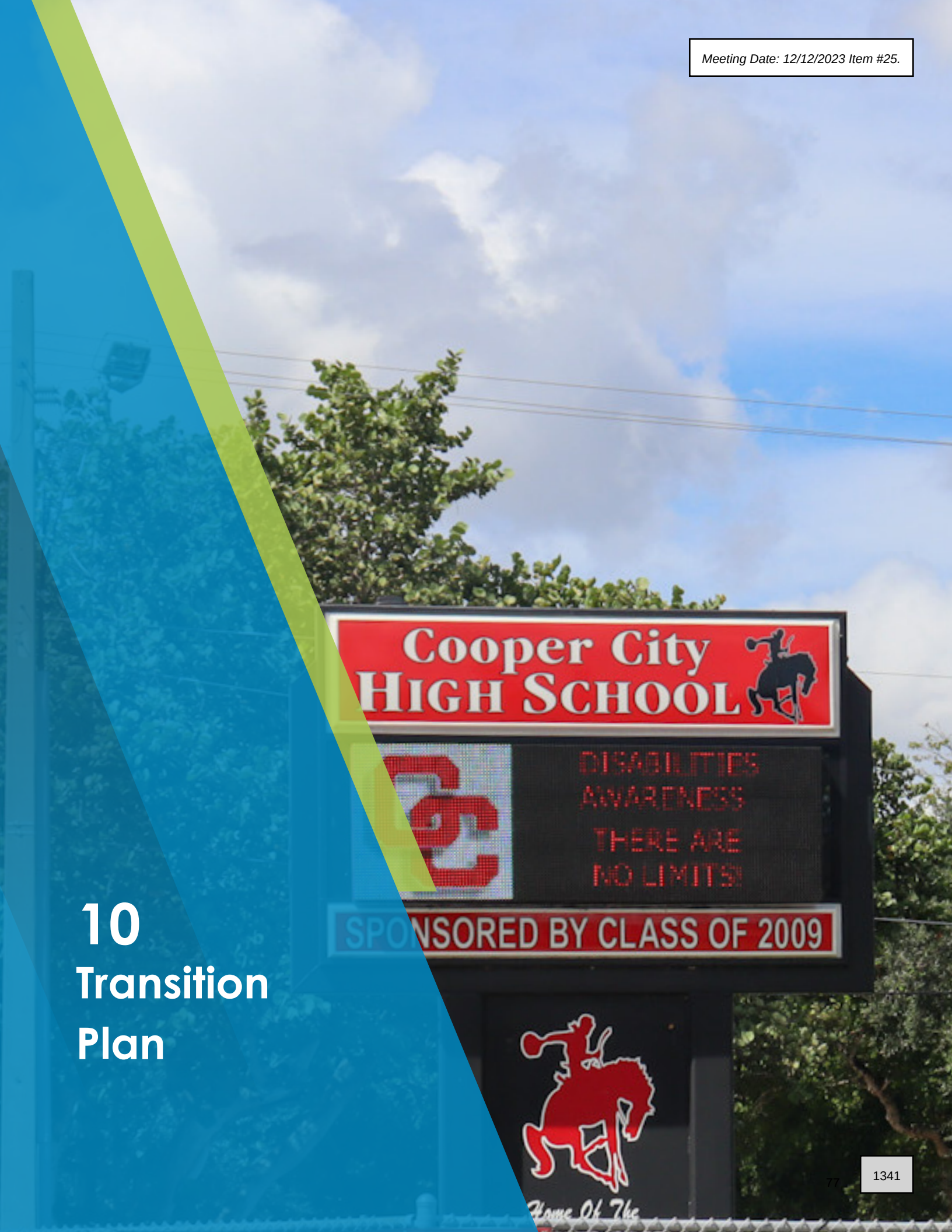
Approach to Routing and Preliminary Route Maps

Prior to the commencement of collection service, Coastal will fully develop routes to be dispatched through use of a tablet and driven by collection personnel each day. To minimize disruption to customers,Coastal will create new optimal sequential routing, route entry and exit points, and computerized route maps for each route.

Well in advance of the commencement date, Coastal supervisors will evaluate routes and develop the routes within the current footprint to achieve greater efficiency, increase safety, and decrease emissions and street wear and tear. Mapping and confirming account data, along with route balancing and finalization, are two major components of effective initial and periodic route planning that Coastal employs in every jurisdiction it serves.

Coastal exercises caution and common sense when routing around areas where children are frequently present: schools, playgrounds, parks, community centers, and libraries. We route in such a way that our trucks either service these areas in the early hours or when children are not likely to be present. Our Operations Supervisor will spend a few weeks prior to the commencement of services reviewing, auditing, balancing and finalizing routes to ensure the most efficient collection system is deployed. Supervisors also routinely drive routes to document travel paths, ensure safety, and verify productivity assumptions. Coastal prefers to hire existing drivers and have them continue to service their current areas because of their familiarity and experience in the community.

Traffic patterns and times of congestion are also taken into account when finalizing routes.
Finalized route maps will be submitted to the City as indicated in the Implementation Timeline included in the previous section. Our preliminary route maps are inserted on the following page. These route boundary maps sync with the current routes, such that customers will receive service on the same day they currently do. Coastal's in depth review of all routes, which will be conducted well in advance of the date finalized routes are due to the City, may result in a change of service time due to route stop sequencing for safety and efficiency.



10 Transition Plan



Overview

Over the past several years, Coastal has grown organically—through the competitive RFP process, and strategically—through the acquisition of well-established waste services companies, as indicated in the infographic located in the Executive Summary.

To service these contracts, Coastal currently employs over 1,000 people and operates over 600 trucks. It owns and operates 19 facilities in the Florida market, including two (2) transfer stations, four (4) maintenance and truck facilities, and five (5) material recovery facilities.

Coastal's Transition Advantage

Growth, whether through the competitive or acquisition process, necessarily involves transition. The growth Coastal has experienced has produced a seasoned team of transition experts dedicated to success. In South Florida, Coastal has secured several exclusive franchises and has successfully transitioned four (4) franchise agreements in the last *30* months. Directly relevant transition experience is highlighted in the three reference projects included in this section 7. These reference projects highlight the services the City's RFP seeks to acquire through its Franchise Agreement, namely:

- Cart collection of garbage/rubbish.
- Cart collection of recyclable materials.
- Curbside collection of yard waste and bulky waste.
- Mechanical container collection of materials from multi-family complexes and commercial customers subscribed to this type of service.

Having experience that runs the range of the City's requested services, Coastal's existing customer base is a mix of residential, commercial, and industrial generators, many under the umbrella of a municipal franchise agreement. Coastal also holds post-collection processing contracts in relation to some of its municipal collection contracts and some independently.

As stated in Section 3, Coastal's management/transition team is comprised of seasoned waste management professionals who have successfully secured, transitioned, and executed residential curbside solid waste and recycling collection contracts in Florida for over 40 years. Collectively, these professionals possess over 100 years of experience.

Transition Plan for Services - Experience

Contract Awarded December 14, 2021/ Contract Began on October 1, 2022:

- 11 Brand New Automated Side Loader Trucks
- 9 Brand New Front Loaders/ 2,900 Commercial Front Loader Containers
- 10 Roll Off Trucks/ 600 Roll Off Containers, including 72 compactors
- Needed and hired 64 employees prior to start

Contract Awarded February 8, 2022/ Contract Began on June 1, 2022

- 4 Brand New Automated Side Loader Trucks
- 2 Brand New Rearload Trucks
- 3 Brand New Front Loaders/ 850 Commercial Front Loader Containers
- 4 New Clam Trucks
- 17,000 Brand New Carts
- Needed and hired 25 employees prior to start

Contract Awarded January 21, 2021/ Contract Began on June 1, 2021

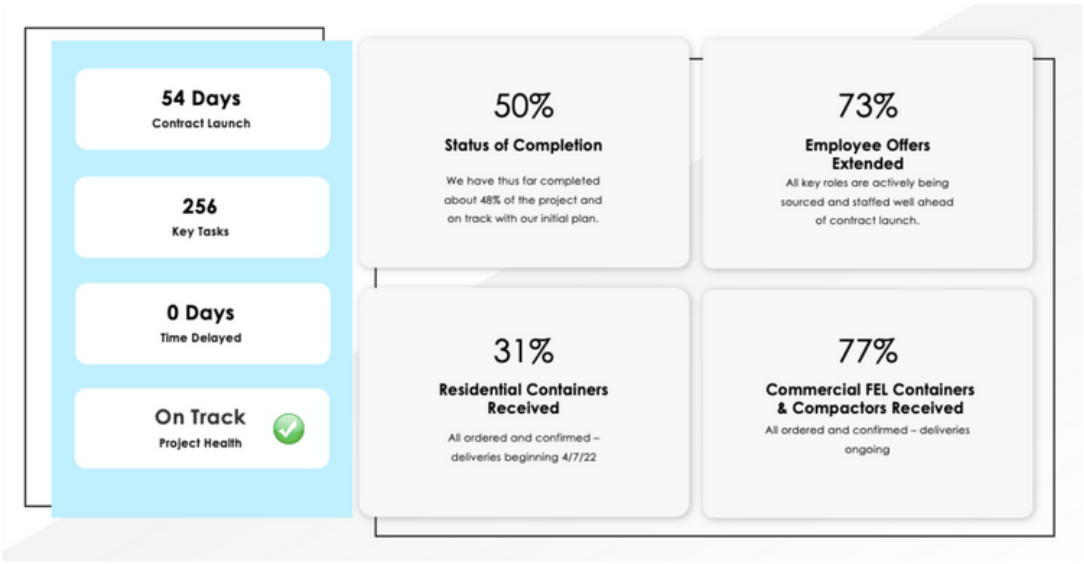
- 12 Brand New Automated Side Loader Trucks
- 5 Brand New Front Loaders/ 1500 Commercial Front Loader Containers
- 5 Roll Off Trucks/ 300 Roll Off Containers, including 25 compactors
- 28,000 Brand New Carts
- Needed and hired 22 employees prior to start

Contract Awarded August 22, 2023/ Contract Began on October 1, 2023

- 3 Brand New Automated Side Loader Trucks
- 1 Brand New Front Loaders/ 200 Commercial Front Loader Containers
- Needed and hired 6 employees prior to start

Measurements Ensuring High Service Levels Start Up Planning

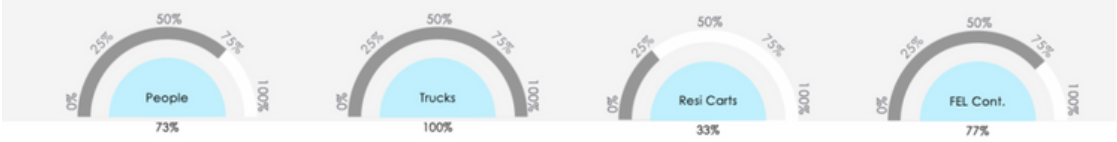
The City of North Miami Beach



Customer Service Is Ingrained As One of Our Core Values.
Thus, Excellence in Customer Execution Starts Well Before Contract Start.

Project Progress Report

Activity	Manager	Start	Critical Task Completion	% Project Progress Status
Recruiting	D. Cepero	Jan 24th	May 6th	92%
Operations	G. Cardona	Jan 5th	June 10th	42%
Customer Service	S. DeLaRoca	Feb 12th	March 13th	66%
Maintenance	D. Cepero	Feb 21st	April 29th	92%
Billing/Finance	D. Minihan & Bill Borregard	Feb 21st	Apr 22nd	4%
Sales / Muni	J. Saroza	Feb 21st	June 17th	59%
IT / Technology	S. Martinez	Feb 21st	May 16th	99%
Marketing	P. Hamilton	Jan 24th	May 16th	63%
Residential Container Del. & Retrieval	D. Cepero	Apr 18	May 20th	0%
Commercial Container Del. & Retrieval	D. Cepero	TBD	TBD	0%



Weekly Progress Updates Ensure Accountability Exists Across All Departments While Limiting Any Anxiety That May Exist Through Transition

Measurements Ensuring High Service Levels - Broward MPU Performance

SERVICE AREA	MPU PERFORMANCE	KEY PERFORMANCE INDICATORS (KPI'S)
Town of Davie 24,044 S/F units Twice a week Solid Waste Once a month Bulk		▸ Total monthly services = 238,872 ▸ Monthly Average MPU's = 15.75 ~ **(.001%)** ▸ ***Less than 1 MPU's per 10,000 services.***
North Miami Beach 8,490 S/F , M/F Units Twice a week trash Once a week recycling Once a month bulk		▸ Total monthly services = 100,224 ▸ Monthly Average MPU's = 30 ~ **(.0003%)** ▸ ***Less than 1 MPU's per 10,000 services.***
Pompano Beach 24,000 S/F units 2X a week Solid Waste 1X a week Recycling & Bulk		▸ Total monthly services = 415,860 ▸ Monthly Average MPU's = 90 ~ **(.0002%)** ▸ ***Less than 1 MPU's per 10,000 services.***

Implementation Plan

Coastal has developed an insightful, strategic and holistic service initiation approach that minimizes customer impact and provides an excellent foundation for the commencement of a new contract. Features of Coastal's finalized plan will include the following elements. Any supplemental details to aid in reviewer's understanding of Coastal's approach to implementing services will be further described in the summary following the Implementation Timeline.

"The transition from the previous service provider was seamless. The Coastal team was well prepared and did an excellent job."

- Andres Conde, Solid Waste Collections Administrator, Broward Municipal Services District



Precise Container Delivery Plan

The plan includes an innovative container delivery plan which employs an experienced container manager. The container manager will work with the Company's container supplier(s) to deploy containers utilizing well-refined systems that have been tested and proven—through the recent transitions Coastal has managed—to ensure container delivery accuracy and that service and customers will not be disrupted. Status on container delivery will be provided to the City regularly during transition.

Displaced Workers

Coastal will ensure an experienced local work force through the hiring of displaced collection personnel. These new employees will be provided with professional paid driver training in the weeks leading up to the operations start date.

Routing

Coastal's approach to routing is a blend of route optimization through the use of appropriate technology and the safeguards inherent in the manual finetuning of routes for safety.

Account Data Confirmation

Coastal's comprehensive approach to the development of its customer account database is comprehensive. It is not assumed that the outgoing contractor will be entirely cooperative in the timely supply of account data, and therefore Coastal has a multi-pronged approach to database build-out and testing to ensure the first invoice cycle is accurate.

Outreach and Education Plan

Coastal's Implementation features a light-touch initial customer outreach plan. This plan is designed based on our experience that just the right amount of information at the right time eliminates unnecessary customer concerns and inquiry and allows Coastal the ability to focus on developing its supporting systems, training personnel, and procuring and deploying equipment in preparation for the operations start date.

Implementation Timeline

We have learned that, to be effective, an implementation plan must function like a budget—able to easily be recalibrated to adjust to events that may arise during the period leading to the operations start date. Therefore, the following timeline is general, to be deepened based on the initial scoping session and adjusted weekly as needed. Coastal's transition team will be in such close communication with City staff, all challenges and changes will be discussed with solutions developed and built into the plan on a go-forward basis, this plan will fluidly deepen and evolve over the course of the transition time period.

Immediately upon contract award, the key transition team members will meet with the City in a scoping session to review and outline all program requirements and specific requirements of the Franchise Agreement. The team will outline all program objectives, key contractual requirements, timelines, and important milestones, as well as to assign specific responsibilities related thereto. A detailed Implementation Plan, based on contractual requirements and the general timeline included in this section will be developed beginning immediately upon contract award, as well as a summary outline of all operational and administrative obligations and requirements pursuant to the contract.

Collaboration
A collaborative process between involved parties assures a smooth transition. Regular communication is essential, and Coastal recommends an initial scoping session with the City and regularly scheduled coordination meetings in advance of the operations start date, on a schedule agreed to between both parties.

Intelligent Planning
Utilizing the proposed transition plan included in this proposal as a starting point, the transition team will continually define and/or adjust subtasks as the team moves closer to the collection start date, as is necessary or optimal.

Expert Execution of Tasks
Coastal's team of managers will ensure each task/subtask is completed within the specified timeframe and to Franchise Agreement parameters and the satisfaction of the City. To facilitate project success, Coastal requires a high level of accountability and communication of project team members, including equipment vendors.

Coastal will ensure:

- All team members have clear, unambiguous milestones and deliverables that tie directly to the finalized Franchise Agreement.
- The formal and informal interfaces between Coastal, its vendors and suppliers, the City, and all other stakeholders are well documented and communicated.
- Before starting on any group of tasks, Coastal will obtain or issue any necessary authorization to proceed, and document it.

This planning work will be closely coordinated by Coastal to ensure the efforts of all parties are integrated into a cohesive plan through the process of top-down project control, which will assure a successful transition. Coastal will provide the City with status reports of its progress on a regular basis throughout the entire implementation period.

Timeline Upon Reward

December 2023

- Coastal will request the latest residential Tax Roll from the City so we can download into our software system, for Customer Service and Routing purposes.
- Order front-end multifamily and commercial containers
- In collaboration with the City, we will draft a formal notification for both residential and commercial customers to introduce their new waste hauler. Concurrently, we will be initiating modifications to the website to reflect this change.
- Establish a lease or usage agreement with the current hauler for the pre-existing commercial and multifamily containers, enabling Coastal to initiate the replacement of the incumbent containers before the commencement of the contractual period.

January 2024

- Begin the hiring process for all drivers, supervisors, and customer service representatives
- Contact the incumbent hauler and let them know we will be contacting existing drivers
- Arrange bi-weekly meetings with the Cooper City Staff, maintaining this schedule from the present moment until one month after the contract's initiation. These meetings will serve as an avenue to keep the City informed of our ongoing progress.

February 2024

- Initiate the onboarding process for newly appointed automated side load drivers.
- Facilitate the allocation of drivers to their designated vehicles.
- Retrieve the residential customer database and configure the new route tablets within each collection vehicle.
- Allocate newly onboarded drivers to their respective collection routes.

March 2024

- Drivers will begin driving their routes in company pickup trucks to begin familiarizing themselves with their route and the geography of the area
- Start swapping incubents containers with Coastal
- Establish Cooper City specific email (coopercity@coastalwasteinc.com) and phone number to be used by the residents and business of theCity

April 2024

Start of Contract

Coastal commits to initiating each task well in advance of its corresponding deadline, ensuring the City has ample time to adhere to the finalized implementation Timeline. This Timeline shall serve as the foundational framework of the Implementation Plan and will be populated with precise date information following the notice of award. Any necessary updates to the Timeline will be promptly executed and shared with the City

Container Deployment Strategy

Commercial and Multi-Family Dumpster Deployment:

Dumpster sizes initially ordered will reflect existing service levels with a buffer inventory of dumpsters in popular sizes to account for any customer-initiated changes. An initial assessment of commercial/multi-family premises will be conducted in the months leading up to the operations start date, and through that process container sizes and the customer database will be refined. This information will be sent to container manufacturers as an update. Coastal will work with the outgoing contractor to service existing containers (and will temporarily lease them if need be) until new containers can be deployed. New containers will be delivered to commercial customers on collection day after containers are serviced. Coastal will deliver new containers and will remove incumbent containers to an agreed-upon staging area from which the outgoing contractor will remove them. This arrangement is always agreeable to the previous service provider as it saves them a tremendous amount of time and expense in managing the retrieval of their own containers.

All container deliveries, will be managed by a dedicated container delivery manager who will be responsible for ensuring timely and accurate container deliveries. This individual will follow up to ensure that the customer database accurately reflects the containers ordered and delivered.





Employees

The following staffing chart provides information pertaining to operational staffing and ties to the Organization Chart included in Section 5.

Operations Staffing Plan	
Job Category	**Dedicated Cooper City FTEs**
Dispatcher/Customer Service Reps	1
Operations Supervisor - Residential/Commercial	1
Residential Drivers	6
Commercial/Industrial Drivers	1
Residential Bulk Drivers - Current Service	5
Bulk Option A	8
Bulk Option B	8
Bulk Option C	8

Operations Personnel - Additional Information

Coastal will offer employment to the outgoing contractor's operations team. Coastal has transitioned two contracts within the last calendar year and has had all personnel on board ready to go from day one. Coastal will make every effort to hire the existing drivers. Coastal has been successful in retaining 65% of the existing incumbent workforce when transitioning to a new contract.

If Coastal needs to hire additional drivers, above and beyond the existing drivers currently operating within the City, they would begin Coastal's extensive safety and operations training program at the appropriate time and in accordance with the Implementation Plan given in Section 9 —at least two months prior to the operations start date. All Coastal drivers when hired and annually are required to have their driver's license screened through an extensive Motor Vehicle Report.

These professionals will be trained to operate the specific equipment to which they will be assigned; training and the orientation process will be conducted at one of our existing hauling operations. Since Coastal already runs routes for all lines of business, new recruits can start in the field with our experienced drivers and begin training immediately after they complete their on-boarding and safety training.

As an unanticipated contingency measure, Coastal can draw from its vast networks of supervisors, swing men and drivers to ensure a successful commencement of the contract.

Coastal Waste & Recycling

Recruiting Top Talent
Coastal's reputation and position in the industry have afforded the Company the opportunity to attract top talent into our organization.
Our employees receive a comprehensive package that includes benefits for their entire family.

During the past decade, the proliferation of technology and social media has profoundly transformed the recruiting process and re-defined how recruiters, organizations, and candidates interact. In the face of a dynamic talent landscape, this market-driven workforce presents many challenges. Coastal has made recruiting top talent a priority.

Great recruiting practices are the result of senior management vision. Having worked in many positions in the waste services industry, Coastal's CEO, Brendon Pantano, developed a clear idea of the team he wanted to build when forming the company. His ideas and concepts were modeled into the company's core values.

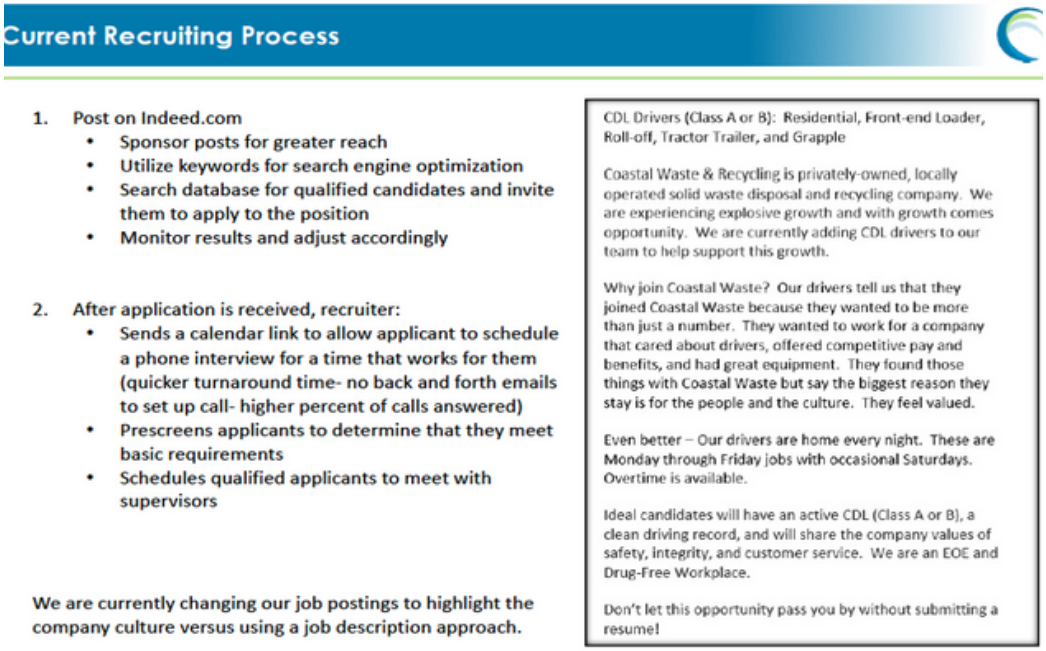
Recruiting strategies employed at Coastal include:

1. Improving brand awareness to let potential employees, community partners, and the general public know Coastal is searching for talent.
2. Positioning the company as a coveted place to work to attract the best prospective candidates.
3. Providing a wide range of healthcare and retirement packages.
4. Establishing partnerships with local schools and Veteran's Centers.
5. Maintaining an Employee Referral Program both supports and sustains retention and assists in employee selection by employee referral of good candidates.
6. Utilizing social media to expand the reach and shape the candidate pool through the specific use of niche job boards. Our job postings now highlight Coastal's culture versus using a defined job description approach.

Through these practices and its reputation, Coastal has been able to bring onboard exceptionally experienced professionals.

Recruiting for Cooper City
Recruits for positions other than drivers—which will be recruited from the current service provider, will be brought on board as soon as hired to complete Coastal' s extensive safety and operations training program. Since Coastal already runs automated cart routes, Clam shells trucks for bulk and rear load routes, these new recruits can start in the field with Coastal's experienced driver team and begin training immediately upon completion of their onboarding and safety training.

Coastal does not anticipate any issues with staffing and expects to be fully staffed by the start of the contract, however, if needed, Coastal will draw from its vast networks of supervisors, swing positions and drivers to ensure a successful commencement of the contract. Coastal has been successful in recruiting and retaining employees from every incumbent hauler during contract transition periods.



Retaining Acquired Talent

Coastal has transitioned two major contracts within the last year and met its goal of having all personnel on board and ready to take over on the first day of contract initialization in both instances. New drivers hired from the local community to complement the transitioning drivers will be brought on at least two months prior to the operations start date.

When transitioning a contract, Coastal focuses on retaining existing drivers to ensure a smooth transition from the current service provider. All qualified current employees are offered employment. Coastal's human resources and recruiting professionals are trained to match existing employee skills to open positions so all are slotted into the right position. Remaining open positions are filled by recruiting local talent to complete the team of people needed to deliver unbeatable service.

Coastal is an equal-opportunity employer. Our employees receive a comprehensive package that includes benefits for their entire family. Coastal is deeply committed to providing an attractive, respectful, and safe working environment, paying competitive wages, and providing a comprehensive benefits program. Most drivers who come over to Coastal from other companies tell us our superior benefits and work environment are the primary reasons for them joining
the Coastal team.

We want our employees to earn a livable wage to support a robust home life including housing and/or home ownership, children, education, vacations, and all that life has to offer. Our comprehensive benefits program which includes major medical/healthcare, retirement options, vision, and dental plans, and flexible spending accounts is detailed in the following subsection.

Coastal determined livable wages by a) scanning the wage and benefits programs provided by the competition, b) reviewing reports (government and private) that indicate the fair market value for each of our positions, and c) monitoring the current economic environment such as inflation, housing costs, escalating interest rates, and any other factors that impact purchasing power. Drivers are paid on an hourly basis, with the option for overtime paid at time and a half. The hourly wage is predicated upon career and work experience, and tenure with Coastal. The latter element supports our employee retention efforts, ensuring that drivers who remain with us are rewarded for doing so. Drivers may also train with additional equipment as a way to increase work experience which can lead to higher hourly wages.

A periodic comprehensive salary or wage review enables the validation and accuracy of underlying assumptions used to establish the compensation/wage and benefits.

Benefits at a Glance (Full-Time)

Coastal offers the following benefits to employees. Employees must complete the enrollment process within 31 days of the date of hire to be eligible. If an employee enrolls on time, coverage is effective the first of the month following 30 days.

Health and Welfare Benefits: Coastal offers several plan choices as well as a variety of resources and tools to help employees maintain a healthy lifestyle.

- Medical
- Vision
- Dental
- Flexible Spending Account

Company Paid Benefits: These benefits are offered at NO COST to the employee.

- Accidental Death and Dismemberment
- Life Insurance
- Long-Term Disability Insurance

Voluntary Benefits: These benefits are offered by the Company, but any costs associated with the benefits will be paid for entirely by the employee.

- Supplemental Life Insurance
- Voluntary Short-term Disability
- Critical Illness

- Accident Insurance
- Guaranteed Rate Platinum Mortgage Program
- Identity Theft Protection

401(k) Plan: Coastal Employee is eligible to enroll once they have completed two months of service. The company will match 100% of the salary deferrals up to the first 3% and 50% of the deferrals to the next 2% of the contribution.

Paid Time Off (PTO): Employees will accrue PTO according to the following schedule. PTO is established on a calendar-year basis and will be pro-rated during partial years.
Year 1: 6 Days
Year 2-5: 12 Days
Year 6-15: 17 Days
Year 16+: 22 Days

Holiday Pay: The Company recognizes the following paid holidays:
- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

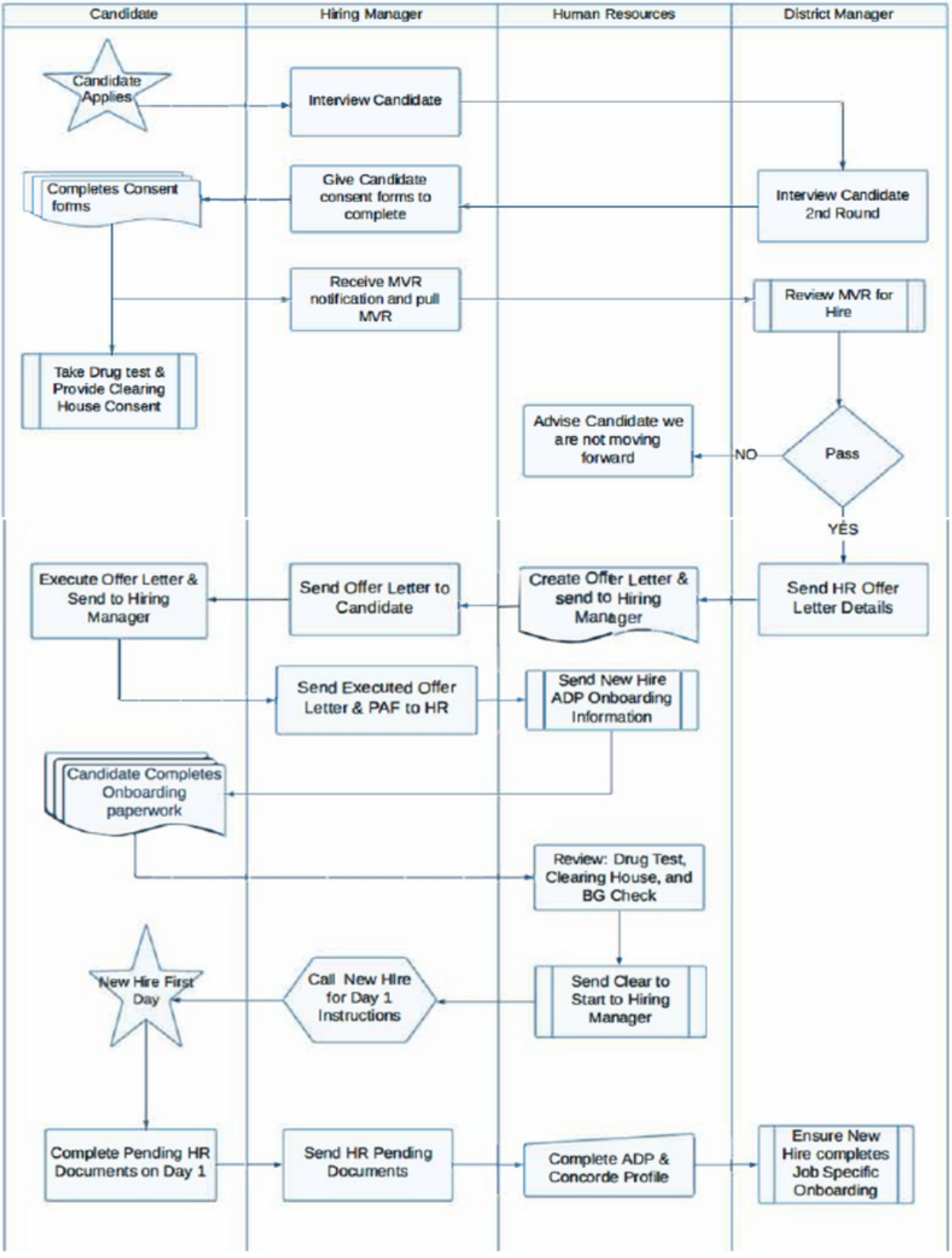
Jennifer Wolf, Talent Acquisition and Development Management



Jennifer joined Coastal in 2021 after spending 23 years at a Top 25 Insurance Brokerage firm headquartered in Dubuque, Iowa. While there, the company grew from two hundred (200) employees to nearly 1,200. She has reviewed over 30,000 resumes and hired nearly 3,000 employees. She uses technology to allow her to create ongoing candidate pipelines. Jennifer created an Employee Referral program which yielded 40 percent of all new hires. Through high school and college partnerships she created internships, curriculum, job shadow programs, and counseled youth. She created a partnership with local Veteran organizations to assist Veterans in securing civilian jobs, create resumes, utilize LinkedIn, and prepare for interviews.

The Onboarding Flow Chart on the following page depicts Coastal's comprehensive process described herein.

Onboarding Flow Chart





11 Financial Resources



Overview

Coastal Waste & Recycling has the financial stability and financial resources to provide Collection Services in the City in compliance with the requirements in the Agreement. Coastal Waste & Recycling does not have any pending or threatened bankruptcy proceedings in which Coastal Waste & Recycling of Florida, Inc., its parent, a subsidiary, an affiliate, or a subcontractor is seeking bankruptcy protection.

Please see the following letters of support from the Macquarie Infrastructure Partners—Coastal's equity partner and TD Securities—administrators of Coastal's credit facility.

Macquarie, the world's largest infrastructure manager recently completed a recapitalization of Coastal, bringing tremendous financial strength to the Company. This infusion of capital provides additional assurance that the plans outlined in this proposal will be executed as described and on time, without disruption to the customer. Local personnel remain, including the management and transition team described in this proposal.

MACQUARIE

Macquarie Asset Management

125 W 55th Street New
York, NY 10022 UNITED
STATES

August 6, 2023

Mr. Brendon Pantano
CEO
Coastal Waste & Recycling, Inc. 2481 NW
Boca Raton Blvd.
Boca Raton, FL 33431

Dear Brendon,

Macquarie Infrastructure Partners VI, L.P. (together with Macquarie Infrastructure Partners VI SCSp, a parallel vehicle, and the alternative investment vehicles thereof in existence from time to time, "MIP VI") is the seventh vintage of North American focused infrastructure funds managed by Macquarie Asset Management (the "MIP funds"). Macquarie Asset Management is a leading asset manager with $543 billion of assets under management globally. Across the MIP funds, Macquarie Asset Management has $28 billion of assets under management as of March 31, 2023, having held a final close for MIP V with $6.9 billion in commitments and is currently fundraising for MIP VI.

In the waste sector, across these seven vintages, the MIP funds have invested over $5 billion of equity capital into nine separate solid waste businesses, with Coastal Waste & Recycling being the latest investment.

In addition to initial equity commitments, MIP funds maintain additional capital availability to support potential future growth investments. Across the various investment vehicles, the MIP funds have invested $4.1 billion in follow-on equity after acquisition to fund growth initiatives since inception, including $1.3 billion specifically invested to support MIP's existing waste services businesses.

MIP VI recapitalized Coastal Waste & Recycling on June 13, 2023, and has invested close to $800 million of equity in the business. This includes investing approximately $100 million of equity over the last 2 months to support the expansion of the business. MIP VI expects to continue to support the future growth of Coastal over time.

Yours sincerely,

KBKuchel

Karl Kuchel, MIP CEO

Macquarie Asset Management (MAM) is the asset management division of Macquarie Group. MAM is a full-service asset manager offering a diverse range of products across public and private markets including fixed income, equities, multi-asset solutions, private credit, infrastructure, renewables, natural assets, real estate, and asset finance. The Public Investments business is a part of MAM and includes the following investment advisers: Macquarie Investment Management Business Trust (MIMBT), Macquarie Funds Management Hong Kong Limited, Macquarie Investment Management Austria Kapitalanlage AG, Macquarie Investment Management Global Limited, Macquarie Investment Management Europe Limited, and Macquarie Investment Management Europe S.A.

Other than Macquarie Bank Limited ABN 46 008 583 542 ("Macquarie Bank"), any Macquarie Group entity noted in this document is not an authorised deposit-taking institution for the purposes of the Banking Act 1959 (Commonwealth of Australia). The obligations of these other Macquarie Group entities do not represent deposits or other liabilities of Macquarie Bank. Macquarie Bank does not guarantee or otherwise provide assurance in respect of the obligations of these other Macquarie Group entities. In addition, if this document relates to an investment, (a) the investor is subject to investment risk including possible delays in repayment and loss of income and principal invested and (b) none of Macquarie Bank or any other Macquarie Group entity guarantees any particular rate of return on or the performance of the investment, nor do they guarantee repayment of capital in respect of the investment.

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TD Securities (USA) LLC
1 Vanderbilt Avenue
New York, NY 10017

June 29, 2023

Brendon Pantano
CEO
Coastal Waste & Recycling Inc.
1840 NW 33rd Street
Pompano Beach, FL 33064

In connection with a RFP process, Coastal Waste & Recycling Inc. (the "Company") has requested a letter describing the terms of the financial relationship between the Company and TD Securities (USA) LLC ("TD"). This letter is intended to document that relationship. This letter may be used in the Company's approval process. No party other than the Company can rely on this letter.

The Company has been a TD client since June 13, 2023. TD currently acts as Administrative Agent on the Company's existing Credit Facilities which include a $155 million Revolving Credit Facility, a $190 million Term Loan A and a $85 million Delayed Draw Term Loan.

TD has no obligation to update this letter if there are changes to information provided herein.

Sincerely,

Alper Ilgar
Managing Director
TD Securities (USA) LLC

Coastal Waste & Recycling, Inc.

Consolidated Financial Statements and Independent Auditor's Report

December 31, 2022 and 2021

CohnReznick
ADVISORY • ASSURANCE • TAX

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Coastal Waste & Recycling, Inc.

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Independent Auditor's Report

To the Board of Directors
Coastal Waste & Recycling, Inc.

Opinion

We have audited the consolidated financial statements of Coastal Waste & Recycling, Inc. (the Company), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, and the related consolidated statements of operations, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Coastal Waste & Recycling, Inc. as of December 31, 2022 and 2021, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). 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 Coastal Waste & Recycling, Inc., and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis-of-Matter

As discussed in Note 1 to the consolidated financial statements, in 2022, the Company adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 842, *Leases*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Coastal Waste & Recycling, Inc.'s ability to continue as a going concern for one year after the date that the consolidated financial statements are available to be issued.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated 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 opinion. 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 GAAS 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 consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated 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 Coastal Waste & Recycling, Inc.'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 consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Coastal Waste & Recycling, Inc.'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.

Cohn Reznick LLP

Hartford, Connecticut
April 25, 2023

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Coastal Waste & Recycling, Inc.

Consolidated Balance Sheets
December 31, 2022 and 2021

Assets

	2022	2021
Current assets		
Accounts receivable, net allowance for doubtful accounts of $1,479,074 and $644,631, respectively	$ 32,105,616	$ 21,547,618
Deferred commissions	681,560	388,869
Prepaid expenses and other current assets	5,278,470	11,213,974
Total current assets	38,065,646	33,150,461
Property and equipment, net	170,160,602	111,196,205
Other assets		
Goodwill, net	78,379,080	87,580,729
Operating lease right-of-use assets	8,961,385	-
Financing lease right-of-use assets	16,063,274	-
Contract fulfillment costs	3,956,910	-
Deferred financing costs, net	268,168	123,521
Note receivable from officer	57,466	56,641
Restricted cash	222,780	274,044
Deposits and other assets	653,269	399,756
Total other assets	108,562,332	88,434,691
Total	$ 316,788,580	$ 232,781,357

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Coastal Waste & Recycling, Inc.

Consolidated Balance Sheets
December 31, 2022 and 2021

Liabilities and Stockholders' Equity

	2022	2021
Current liabilities		
Cash overdrafts	$ 109,081	$ 1,139,430
Accounts payable	8,887,997	8,107,901
Accrued expenses	14,587,319	8,501,006
Deferred revenue	7,322,920	4,928,450
Current portion of term loan	4,750,000	4,512,500
Current portion of notes payable	3,318,522	1,387,415
Current portion of operating lease liabilities	2,531,807	-
Current portion of finance lease liabilities	88,438	-
Other borrowings	1,129,259	4,976,746
Total current liabilities	42,725,343	33,553,448
Long-term liabilities		
Line of credit	69,577,531	38,743,724
Draw to credit loans	40,000,000	474,151
Term loan, net of current portion and deferred financing costs	84,323,895	88,598,955
Notes payable, net of current portion	11,500,000	13,818,133
Convertible notes payable	4,007,737	-
Operating lease liabilities, net of current portion	6,595,482	-
Finance lease liabilities, net of current portion	17,246,698	-
Other long-term liabilities	6,120	262,304
Total liabilities	275,982,806	175,450,715
Commitments and contingencies		
Stockholders' equity		
Series A Preferred stock, $.001 par value, 800,000 shares authorized, 752,587 issued and outstanding	752	752
Series A Common stock, $.001 par value, 250,000 shares authorized, 163,137 issued and outstanding	163	163
Series B Preferred stock, $.001 par value, 200,000 shares authorized, 10,700 issued and outstanding	10	10
Series B Common stock, $.001 par value, 50,000 shares authorized, 2,319 issued and outstanding	3	3
Series C Common stock, $.001 par value, 5,000 shares authorized, 1,313 issued and outstanding	1	1
Additional paid-in capital	77,499,069	77,499,069
Accumulated deficit	(36,694,224)	(20,169,356)
Total stockholders' equity	40,805,774	57,330,642
Total	$ 316,788,580	$ 232,781,357

See Notes to Consolidated Financial Statements.

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Coastal Waste & Recycling, Inc.

Consolidated Statements of Operations
Years Ended December 31, 2022 and 2021

	2022	2021
Revenue	$ 201,742,618	$ 118,539,876
Operating expenses		
Cost of operations	132,751,715	75,381,383
Selling, general and administrative	38,616,443	23,443,155
Depreciation	20,834,604	9,961,862
Amortization	11,334,255	6,562,936
Total operating expenses	203,537,017	115,349,336
Income (loss) from operations	(1,794,399)	3,190,540
Other income (expense)		
Acquisition related costs	(48,215)	(957,324)
Interest expense	(14,213,219)	(5,143,107)
Gain (loss) on sale of property and equipment	(469,860)	655,165
Interest income	825	825
Total other expense	(14,730,469)	(5,444,441)
Loss before income taxes	(16,524,868)	(2,253,901)
Income tax benefit	-	907,510
Net loss	$ (16,524,868)	$ (1,346,391)

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See Notes to Consolidated Financial Statements.

Coastal Waste & Recycling, Inc.

Consolidated Statements of Changes in Stockholders' Equity
Years Ended December 31, 2022 and 2021

	Series A Preferred		Series A Common		Series B Preferred		Series B Common		Series C Common		Additional	Accumulated	
	Number of shares	Amount	Number of shares	Amount	Number of shares	Amount	Number of shares	Amount	Number of shares	Amount	paid-in capital	deficit	Total
Balance, January 1, 2021	566,229	$ 566	127,052	$ 127	7,484	$ 7	1,679	$ 2	-	$ -	$ 57,499,296	$ (18,822,965)	$ 38,677,033
Issuance of Series A Preferred shares	186,358	186	-	-	-	-	-	-	-	-	18,635,568	-	18,635,754
Issuance of Series A Common shares	-	-	36,085	36	-	-	-	-	-	-	41,779	-	41,815
Issuance of Series B Preferred shares	-	-	-	-	3,216	3	-	-	-	-	321,706	-	321,709
Issuance of Series B Common shares	-	-	-	-	-	-	640	1	-	-	721	-	722
Issuance of Series C Common shares	-	-	-	-	-	-	-	-	1,313	1	999,999	-	1,000,000
Net loss	-	-	-	-	-	-	-	-	-	-	-	(1,346,391)	(1,346,391)
Balance, December 31, 2021	752,587	752	163,137	163	10,700	10	2,319	3	1,313	1	77,499,069	(20,169,356)	57,330,642
Net loss	-	-	-	-	-	-	-	-	-	-	-	(16,524,868)	(16,524,868)
Balance, December 31, 2022	$ 752,587	$ 752	163,137	$ 163	10,700	$ 10	2,319	$ 3	1,313	$ 1	$ 77,499,069	$ (36,694,224)	$ 40,805,774

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See Notes to Consolidated Financial Statements.

Coastal Waste & Recycling, Inc.

Consolidated Statements of Cash Flows
Years Ended December 31, 2022 and 2021

	2022	2021
Cash flows from operating activities		
Net loss	$ (16,524,868)	$ (1,346,391)
Adjustments to reconcile net loss to net cash provided by operating activities		
Depreciation and amortization	31,336,048	16,524,798
Amortization of finance lease right-of-use assets	832,811	-
Amortization of deferred financing costs	598,461	166,366
Net changes in operating lease right-of-use assets and liabilities	165,904	-
Deferred income taxes	-	(907,510)
Accrued interest on note receivable from officer	(825)	(825)
Accrued interest on convertible notes payable	7,737	-
Accrued interest on finance lease liabilities	298,080	-
Bad debt expense	90,128	105,424
(Gain) loss on sale of property and equipment	469,860	(655,165)
Changes in operating assets and liabilities		
Accounts receivable	(10,695,745)	(10,456,712)
Deferred commissions	(292,691)	(215,701)
Prepaid expenses and other current assets	5,404,604	2,469,176
Contract fulfillment costs	(3,956,910)	-
Deposits and other assets	(253,513)	(221,553)
Accounts payable	405,595	(363,909)
Accrued expenses	6,086,313	3,953,062
Deferred revenue	2,208,248	1,109,130
Other long-term liabilities	(41,400)	262,304
Net cash provided by operating activities	16,137,837	10,422,494
Cash flows from investing activities		
Acquisition of business, net of cash acquired	(4,227,694)	(71,833,485)
Deposit on contract	4,227,694	(4,227,694)
Proceeds from sale of property and equipment	2,812,198	4,206,536
Purchase of property and equipment	(79,544,818)	(35,249,113)
Net cash used in investing activities	(76,732,620)	(107,103,756)

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Coastal Waste & Recycling, Inc.

Consolidated Statements of Cash Flows
Years Ended December 31, 2022 and 2021

	2022	2021
Cash flows from financing activities		
Net advances (repayments) on line of credit	30,833,807	(17,018,475)
Proceeds from draw to credit loans	39,525,849	-
Proceeds from issuance of Preferred stock	-	18,957,463
Proceeds from issuance of Common stock	-	1,042,537
Proceeds from term loan	2,375,000	95,000,000
Repayment of term loan	(6,887,500)	-
Proceeds from related party bridge notes	-	21,000,000
Repayment of related party bridge notes	-	(21,000,000)
Principal payments on finance leases	(73,813)	-
Proceeds from convertible notes payable	4,000,000	-
Payment on notes payable	(387,026)	(451,967)
Payment on other borrowings	(7,544,281)	(405,741)
Deferred financing costs	(268,168)	(1,900,887)
Change in cash overdrafts	(1,030,349)	1,139,430
Net cash provided by financing activities	60,543,519	96,362,360
Net decrease in cash and restricted cash	(51,264)	(318,902)
Cash and restricted cash, beginning	274,044	592,946
Cash and restricted cash, end	$ 222,780	$ 274,044
Supplemental disclosures of cash flow data		
Interest paid	$ 12,318,959	$ 5,008,096
Taxes paid	$ -	$ -
Noncash investing and financing activities		
Purchase accounting adjustment of goodwill and accounts receivable	$ 261,535	$ -
Purchase accounting adjustment of goodwill and accounts payable	$ 374,501	$ 279,188
Prepaid insurance financed through loan payable	$ 3,696,794	$ 5,382,487
Seller note for acquisition of business	$ -	$ 8,000,000
Property and equipment financed through notes payable	$ -	$ 266,926

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See Notes to Consolidated Financial Statements.



12
Forms

Addendum #1 - CLARIFICATIONS

(Issued Friday, October 13, 2023)

RFP 2023-2-PW, Solid Waste Removal Services

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

Question 1: Is C&D exclusive to this contract?

Answer 1: Yes, it is exclusive.

Question 2: Section 3.19, "Contractor Performance Reviews," can we receive details on the outline, methods, and metrics that will be used to evaluate the contractor's performance?

Answer 2: Please see Section 3.19.

Question 3: What is the projected growth for the city in terms of:

- *Single-family homes*
- *Multi-family buildings*
- *Commercial developments*

Answer 3: Anticipated development in Cooper City is not expected to see substantial growth in the foreseeable future.

Question 4: Is the hauler required to replace all existing carts with new carts at the start of the contract?

Answer 4: No.

Question 5: Can city provide current residential rates?

Answer 5: The current residential rate per single family unit charged by current provider is $33.81, including disposal.

Question 6: Can city provide a past utility bill showing the current residential rate?

Answer 6: No.

Question 7: Under Section 5.6.11 Education Services, the section references the ability of the City to award a separate contract for bulk Services. Will the City accept a proposal in response to the RFP for the collection of bulk and yard waste ONLY as referenced in the aforementioned section, so long as all other provisions required in the RFP are satisfied?

Answer 7: **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. City will consider awarding Residential Bulk Services to separate proposer. Should the City award a separate contract for Bulk Services, the Contractor awarded the remaining Residential, Commercial and Rolloff Services shall be considered the Primary Contractor.

Question 8: How many pricing forms need to be submitted and should they all be in sealed envelope?

Answer 8: THE PRICING SHEET MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE MARKED "SEALED PRICING SHEET FOR "RFP 2023-2-PW ,Solid Waste Removal Services". Please include a sealed pricing form for each submittal.

Question 9: Does every proposal hard copy and digital copy require a sealed cost envelope?

Answer 9: See above response.

Question 10: Is there a bid bond form?

Answer 10: See attachment T (Bond Form(s)).

Question 11: Referencing 5.3 Definitions, Section 5.3.1.6. Would landscaper-generated bulk fall within the guidelines given by this clause?

Answer 11: Any yard waste materials generated from a property, and placed to the curb, are eligible for service as long as it is within the CY (cubic yard) limitation.

Question 12: Is the contractor required to provide all new carts at commencement of the contract. If so, who retains ownership of the carts at its conclusion?

Answer 12: Please refer to section 5.6.2.

Question 13: Please confirm annual bond form will be allowed to be used based on the language in the RFP the bond where it does reference annual form is allowed with annual documentation (continuation certificate) OR if the bond form included in the RFP will just be written for one-year?

Answer 13: Please refer to Section 4.4 Bonds

Question 14: Is the City going to offer a virtual option to attend this mornings pre-bid meeting for the above referenced bid. If so, please provide the link.

Answer 14: Pre-bid meeting has passed.

Question 15: Given the concerns over long-term cost stability and the aim for accurate adjustments reflective of economic changes, would the City of Cooper consider adopting a standard CPI table using Series Id: CUSR0000SEHG02 as a basis for pricing adjustments, rather than maintaining a fixed pricing mechanism?

Answer 15: No.

Question 16: Pg 18 3.30.3 Considering the significant capital investment required for the execution of this contract, would the City of Cooper be open to revisiting and potentially removing the 'Termination for Convenience' clause to ensure stability and financial assurance for both parties involved?

Answer 16: No.

Question 17: page 7 - 1.9.7 Will the City Consider a mutual consent clause AND negotiated terms?

Answer 17: No.

Question 18: Page 8 P-Card, will the City Consider an ACH form of payment? If not, pricing will need to cover our fees.

Answer 18: Please refer to Section 1.10.

Question 19: Pg 13. Scope of service Given the substantial financial investment involved, estimated in millions of dollars, and recognizing that most, if not all, industry leaders would hesitate to participate if they lacked confidence in their ability to perform, would the City of Cooper consider eliminating Section 3.17, the Service Test Period?

Answer 19: No

Question 20: Pg. 7 sect 1.9.3 please clarify the city's intent on this section?

Answer 20: Section 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.

Question 21: Pg. 14 Can the City Clarify the intent on pg. 14, regarding the non-excusive clause?

Answer 21: 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.

Question 22: What is the Current residential collection per unit rate without any disposal cost or franchise fee cost?

Answer 22: $23.57

Question 23: Pg 10. Estimated Quantities, Is the Cities Intent to have Bulk Services awarded separately, recycling separately? Solid waste Separately?

Answer 23: See response to Question 7.

Question 24: Pg 13. Are contractor performance reviews conducted monthly, quarterly, or annually? Alternatively, is the aim to evaluate performance primarily for a potential renewal option after the 7-year period?

Answer 24: Likely perform the initial review in the first 6 months, and annually thereafter.

Question 25: Pg 14 please clarify 3.22 Non-exclusive? Please clarify this section.

Answer 25: See response to Question 21.

Question 26: Pg 34 Will the city Consider providing the house count monthly?

Answer 26: No.

Question 27: Pg.66 Damage to Property Will the City consider adding provisions to ensure that a company cannot be held responsible for damages or neglect that they did not directly cause?

Answer 27: Please provide language for the city to consider.

Question 28: Pg. 66 admin charges, Does the City maintain historical records of the administrative charges levied?

Answer 28: No.

Question 29: Pg 66 Based on Section 5.15, which suggests administrative charges for mixing yard waste with MSW, can infer that the City mandates the use of dedicated vehicles exclusively for the collection of yard waste carts. Is this the case?

Answer 29: No.

Question 30: Section 5.18 indicates that the franchise fee and the 3% admin cost should not be added as line items on the City's invoice but should instead be addressed with a separate check. However, there appears to be an inconsistency in the subsequent examples. To clarify, does the City prefer a distinct check specifically for these fees?

Answer 30: Yes.

Question 31: Section 1.9.7 mentions a 180-day extension at the existing rates, whereas Section 5.20 post-contractual obligations hint at a duration not exceeding 12 months. This suggests that the city could potentially secure a full year of services without revisiting the rate discussions. Could the City please provide clarity and ensure consistency regarding the maximum duration for which services can be extended at the agreed-upon rates?

Answer 31: Section 5.20 POST CONTRACTUAL OBLIGATIONS has been revised:

In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month-to-month basis not to exceed ~~12 months~~ until the City establishes a new contract for services.

City of Cooper City, Florida
RFP 2023-2-PW, Solid Waste Removal Services
Addendum #1 – Clarifications

To the following information:

Section 5.20 POST CONTRACTUAL OBLIGATIONS

In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month-to-month basis not to exceed 180 days until the City establishes a new contract for services.

Acknowledgment of Addendum #1

*Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.*

Acknowledged by: [signature]
Print Name: Brendon Pantano
Company: Coastal Waste & Recycling, Inc.
Date: Ocotber 19, 2023

Addendum #2 - CLARIFICATIONS

(Issued Friday, October 20, 2023)

RFP 2023-2-PW, Solid Waste Removal Services

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

Question 1: I am working on the Solid Waste Removal Services RFP and noticed that there are Performance Bond Forms but not Proposal or Bid Bond Forms? Are there any bid bond forms?

Answer 1: Please note that while the City does not provide a specific bid bond form, proposers may obtain a bid bond form from their respective surety providers. Section 4.4.2 outlines the bid bond requirements and any necessary information regarding bid bond submission.

Question 2: Section 3.21 – Would the City agree to add the following language: "Provided, however, the Proposer has no obligation to indemnify the City for its own negligent or wrongful conduct."

Answer 2: No.

Question 3: Section 3.23 – Would the City agree to add pandemics and storms to the list of Force Majeure events?

Answer 3: No.

Question 4: Would the City agree to make any termination for convenience rights in the agreement mutual as to both parties?

Answer 4: No.

Question 5: Section 3.35(d) – Would the City add "upon request of the City" before "shall be delivered"?

Answer 5: No.

Question 6: Section 5.5.7 – Would the City change "may" to "shall" be eligible for additional compensation?

Answer 6: No.

Question 7: Article 3.1 Draft Agreement – Can "of both parties" be added after "consent and agreement"?

Answer 7: Specimen Agreement, Article 3.1 has been revised:

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall be for seven (7) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to one (1) additional seven (7) year terms, subject to the written consent and agreement.

To the following information:
3.1 The term of this Agreement shall be for seven (7) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to one (1) additional seven (7) year terms, subject to the written consent and agreement of both parties.

Question 8: Article 10.1.4 of Draft Agreement – Can "and upon request of City" be added after "Upon completion of the contract"?

Answer 8: Please revisit Article 10.1.4 in the Specimen Agreement, more particularly the second sentence.

Question 9: Article 7.1.4 of Draft Agreement – Please confirm this section can be removed as Professional liability insurance is not applicable and not required.

Answer 9: Specimen Agreement, Article 7.1.4 has been revised:

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.

To the following information:
~~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.~~

Question 10: Would the City consider amending provision 3.30.3 to read "at least one hundred and eighty (180) days prior to the effective date of such cancellation."

Answer 10: Section Article 3.30.3 has been revised:

3.30.3 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.

To the following information:
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 ninety (90) 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.

Question 11: Regarding section 5.7.1.j on page 52, can the City confirm if submitting a monthly report would be an acceptable alternative for meeting the requirements instead of the mandated 5-business-day service change communication window?

Answer 11: Please refer to Section 5.7.1(J).

Question 12: In reference to section 5.7.1.m on page 53, is the City open to removing the bolded text (from 'Regulation by Cooper City' to 'Contractor's rates')? If not, would the City permit the contractor to disseminate this information to customers via email or an additional page separate from the terms of the agreement?

Answer 12: No, "Regulation by Cooper City" will not be removed. Yes, the City will permit the contractor to disseminate this information electronically, via email or as an additional page added to the agreement.

Question 13: In the past 12 months, City Facilities have generated 55 pulls with 395 tons. Does the City anticipate this volume to remain consistent in the coming years?

Answer 13: Please refer to Section 3.5 Estimated Quantities.

Question 14: Can the City confirm the facility where the recycling materials are required to be delivered?

Answer 14: Cooper City has a Recycables Processing Agreement with WM that directs volumes to 2380 College Avenue in Davie. WM has the right to direct materials to any of its 3 facilities in Broward County including Reuters Pembroke Pines and it's Sun facility in Deerfield Beach. See excerpt below:

5. **SERVICE:**
Customer shall have the option to deliver Recyclables, at Customer's expense, to 2380 College Avenue Davie FL ("Facility") during the Facilities operating hours, Monday through Saturday, excluding holidays specified by the Facility. All Recyclables must be delivered in self-dumping trucks and will be weighed in and out by Company at the Facility. Company retains the right to direct deliveries to one of the Company's other facilities in Broward County for operational reasons in its sole discretion.

Question 15: Can the City confirm whether the price to be entered on the Cost Proposal Sheet for the residential rate should be the monthly rate per home, INCLUDING Franchise and Administrative Fees?

Answer 15: Yes.

Question 16: On the Cost Proposal Sheet, can the City confirm whether the 'Monthly Collection Fee Rate' for Commercial Waste in a 96-gallon container pertains to a service provided once per week? If not, could the City specify the figure that should be entered in the 'Monthly Collection Fee' field?

Answer 16: Yes.

Question 17: Is it the City's intent to change how the hauler is compensated for collection service of the 641 multifamily units currently serviced by frontload from a per-yard rate to a curbside residential per-unit rate?

Answer 17: Yes.

Question 18: Can the City clarify how the hauler will be compensated for the disposal of waste from the 641 multifamily units

currently serviced by front-load containers, given that the curbside per unit residential rate excludes disposal fees?

Answer 18: Hauler should include any and all costs related to this service in their residential per-unit collection rate.

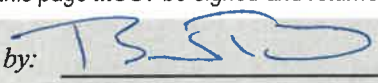
Question 19: Section 1.9.1 AWARD OF CONTRACT

Is the proposer required to submit pricing for all options regarding the bulk services in order to be responsible and responsive?

Answer 19: No, please refer to Section 1.9.1(1).

Acknowledgment of Addendum #2

*Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.*

Acknowledged by:		*Company:*	Coastal Waste & Recycling, Inc.
Print Name:	Brendon Pantano	*Date:*	10/20/2023

ATTACHMENT A
(Page 1 of 6)

City of Cooper City, Florida

PROPOSAL FORMS

Solid Waste Removal Services

RFP 2023-2-PW

Proposal Due: Monday, October 23, 2023

For Information Contact:

The Purchasing Division
Purchasing@cooperCity.gov

Release Date: Friday, September 29, 2023

Submitted by: Coastal Waste & Recycling, Inc.
(Company name)

ATTACHMENT A
(Page 2 of 6)

Project: Solid Waste Removal Services
Contract Identification: RFP 2023-2-PW
Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50 Place
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid/Proposal is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this Bid/Proposal and in accordance with the other terms and conditions of the contract documents.

2. Proposer accepts all of the terms and conditions of the advertisement of Request for Proposal and Instruction to Proposers including, without limitation, those dealing with the Bid/Proposal requirements. This Bid/Proposal will remain in full force for one hundred and twenty (120) days from the date of the Bid/Proposal opening. Proposer will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.

3. In submitting this Bid/Proposal, Proposer represents, as more fully set forth in the Agreement that:

    a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to proposers.
    b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
    c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
    d. Proposer has correlated the results of his/her studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
    e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
    f. This Bid/Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Bid, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.

4. Bid/Proposal Copies
ONE (1) ORIGINAL (UNBOUND) COPY, THREE (3) BOUND PHOTOCOPIES and FIVE (5) ELECTRONIC COPY (Flash Drives) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk.

5. Addenda, Additional Information-Contact Purchasing Division
Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Proposal and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

ATTACHMENT A
(Page 3 of 6)

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City - Purchasing Division. Questions must be emailed to **Purchasing@cooperCity.gov**, who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Tuesday, October 17, 2023 at 3:00 PM (EST).**

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

6. Checklist of documents to be included in submittal.

x	Proposal Form (Completed and Signed)
x	Transmittal Letter
x	Reference Form
x	Public Entity Crimes (PEC) Form
x	ADA Affidavit
x	Business Entity Affidavit
x	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
x	W-9, Request for Taxpayer Identification Number
x	Proof of Workers Compensation Insurance or Exemption
x	Proof of Liability Insurance
x	Ownership Disclosure Affidavit
x	Drug-Free Workplace Certificate
x	Employee Background Verification Affidavit
x	Scrutinized Companies Affidavit
x	Non-Conflict of Interest Statement
x	E-Verify Form
x	City Facilities
x	City Map(s)
x	Schedule(s)
x	Bond Form(s)

ATTACHMENT A
(Page 4 of 6)

TRANSMITTAL LETTER

I, Matthew Cowan, a resident of Palm Beach in the State of Florida, DO HEREBY CERTIFY that I am the Clerk/Secretary of Coastal Waste & Recycling, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Florida; that I have custody of the records of the corporation; and that as of the date of this certification, Brendon Pantano holds the title of CEO of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the Request for Proposals for Solid Waste Removal Services ("the RFP") issued by the City of Cooper City("the City") on Friday, September 29, 2023, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this 18 day of October, 2023.

(Affix Seal Here)

MD

Clerk/Secretary

Note:

- Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal.
- Proposers shall make appropriate conforming modifications to this Certificate in the vent that the signatory's address is outside of the United States.

ATTACHMENT A

(Page 5 of 6)

Bidder's Contact Information

Name of Company: Coastal Waste & Recycling, inc.

Address: 2481 SW 2nd Ave.

Boca Raton, FL 33431

Type of Business: solid waste and recycling service provier

Company's Website: www.coastalwasteinc.com

Authorized Signatory Contact: Brendon Pantano

Title: CEO

Tel: 954-947-4000 Mobile: _____

Email Address (Required): bpantano@coastalwasteinc.com

Primary Contact: John Casagrade

Title: Vice President

Tel: 954-947-4000 Mobile: 954-444-7457

Email Address (Required): jcasagrande@coastalwasteinc.com

Additional Contact & Title: Trevor Black, Area Manager

Tel: 954-947-4000 Mobile: 315-406-1957

Email Address (Required): tblack@coastalwasteinc.com

Remit to Address: 2481 NW 2nd Ave.,Boca Raton, FL 33341

Remit to Contact: Name: John Casagrade Tel: 954-947-4000

Remit to Email: jcasagrande@coastalwasteinc.com

ATTACHMENT A
(Page 6 of 6)

COST PROPOSAL SHEET
FOR
Solid Waste Removal Services
MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

Notes:
1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate proposals will not be considered unless authorized in the RFP document.

STATE: **FLORIDA**
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18 **day of** October 2023 **by:** Brendon Pantano

Name of person making statement

EILEEN DAMASO
MY COMMISSION # HH 420465
EXPIRES: November 11, 2027
(NOTARY SEAL)

Signature of Notary Public - State of Florida

Eileen Damaso
Name of Notary Typed, Printed, or Stamped

Personally Known X **OR** **Produced Identification** _____

Type of Identification Produced _____

ATTACHMENT B

REFERENCES

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. ***CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE***.

1. ENTITY/COMPANY NAME: City of Pompano Beach
   ADDRESS: 1190 NE 3rd Ave., Pompano Beach, FL 33060
   CONTACT NAME & TITTLE: Russell Ketchem, Solid Waste Services Director
   TELEPHONE: (954) 786-5516
   E-MAIL (REQUIRED): russell.ketchem@copbfl.com
   CONTRACT PERIOD: FROM: 10/1/2022 TO: 9/30/2027 + two 10 year renewal option

2. ENTITY/COMPANY NAME: Town of Davie
   ADDRESS: 8800 SW 36th Street, Davie, FL 33328
   CONTACT NAME & TITTLE: Phillip Holste, Assistant Town Manager
   TELEPHONE: (954) 797 -1041
   E-MAIL (REQUIRED): pholste@davie.fl.gov
   CONTRACT PERIOD: FROM: 6/1/2021 TO: 12/31/30 + three 5 year renewal option

3. ENTITY/COMPANY NAME: City of Fort Lauderdale
   ADDRESS: 949 NW 38th St., Fort Lauderdale, FL 33309
   CONTACT NAME & TITTLE: Melissa Doyle, Program Manager
   TELEPHONE: (954) 828-6111
   E-MAIL (REQUIRED): mdoyle@fortlauderdale.gov
   CONTRACT PERIOD: FROM: 12/1/2020 TO: 9/30/2023

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: Brendon Pantano
(print individual's name and title)

for: Coastal Waste & Recycling, Inc.
(print name of entity submitting sworn statement)

whose business address is: 2481 NW 2nd Ave.,Boca Raton, FL 33341

and (if applicable) its Federal Employer Identification Number (FEIN) is: 82-2069658.

(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).

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE: **FLORIDA**
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18 **day of** October, 2023, **by:** Brendon Pantano.

Name of person making statement

EILEEN DAMASO
MY COMMISSION # HH 420465
EXPIRES: November 11, 2027

Signature of Notary Public - State of Florida

(NOTARY SEAL)

Eileen Damaso

Name of Notary Typed, Printed, or Stamped

Personally Known X **OR** **Produced Identification** _____

Type of Identification Produced _____

Signature

ATTACHMENT D

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Brendon Pantano
(print individual's name and title)

for: Coastal Waste & Recycling, Inc.
(print name of entity submitting sworn statement)

whose business address is: 2481 NW 2nd Ave.,Boca Raton, FL 33341

and (if applicable) its Federal Employer Identification Number (FEIN) is: 82-2069658
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature

STATE: FLORIDA
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18 day of October, 2023, by Brendon Pantano.
Name of person making statement

EILEEN DAMASO
MY COMMISSION # HH 420465
EXPIRES: November 11, 2027
(NOTARY SEAL)

Signature of Notary Public - State of Florida
Eileen Damaso
Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

ATTACHMENT E

BUSINESS ENTITY AFFIDAVIT

I, Brendon Pantano, 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:

82-2069658
Federal Employer Identification Number (FEIN) (If none, Social Security Number)

Coastal Waste & Recycling, Inc.
Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

2481 NW 2nd Ave., Boca Raton, FL 33431
Street Address City State

Delaware, August 18, 2017
State and Date of Incorporation:

Signature of Affiant — Date: October 18, 2023

Brendon Pantano — Print Name — Date: October 18, 2023

STATE: FLORIDA
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18 day of October, 2023, by: Brendon Pantano
Name of person making statement

Signature of Notary Public - State of Florida

EILEEN DAMASO (NOTARY SEAL) MY COMMISSION # FF 420465 EXPIRES: November 11, 2027

Eileen Damaso
Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification ____

Type of Identification Produced ____

ATTACHMENT F

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO._____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

_____ (a) Maintaining, defending, or settling any proceedings.

_____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.

_____ (c) Maintaining bank accounts.

_____ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.

_____ (e) Selling through independent contractors.

_____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders

_____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.

_____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.

_____ (i) Transacting business in interstate commerce.

_____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.

_____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.

_____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.

_____ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

(3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

(I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprieties of Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

PROPOSER'S LEGAL NAME

Attachment G

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Coastal Waste & Recycling, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
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.
2481 SW 2nd Ave.

Requester's name and address (optional)

6 City, state, and ZIP code
Boca Raton, FL 33431

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

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: 82-2069658

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 ▶ [signature] Date ▶ October 18, 2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Attachment H

REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt.* This form can be found at http://fldfs.com/WC/forms.html.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

1. If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
2. If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faia.com, www.piafl.org/wc-info.pdf , or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be submitted to the Risk Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to Insurance@cooperCity.gov.

CERTIFICATE OF LIABILITY INSURANCE

Meeting Date: 12/12/2023 Item #25.

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 HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	**CONTACT NAME:** CSU Construction **PHONE (A/C, No, Ext):** 630-468-5600 **FAX (A/C, No):** **E-MAIL ADDRESS:** CSUConstruction@Hubinternational.com
INSURED COAWAST-01 Coastal Waste & Recycling, Inc. (Named Insureds are continued below) 1840 NW 33rd Street Pompano Beach FL 33064	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Westchester Surplus Lines Insurance Co. — 10172 **INSURER B :** Axis Surplus Insurance Company — 26620 **INSURER C :** Endurance American Specialty Insurance Company — 41718 **INSURER D :** American Zurich Insurance Company — 40142 **INSURER E :** Zurich American Insurance Company — 16535 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1731974506 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab X XCU Cov Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			G7257803A	5/4/2023	5/4/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
E	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X MCS-90			BAP 4425367	5/4/2023	5/4/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Pers Inj Prot (PIP)	$ 2,000,000 $ $ $ $ 10,000
B C	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			P-001-000888344 EXT3001924680	5/4/2023 5/4/2023	5/4/2024 5/4/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 0779247 01 (FL)	4/27/2023	4/27/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractor's Pollution			G7257803A	5/4/2023	5/4/2024	Each Occ/Aggr Deductible:	$1MM/$2MM $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insureds: Roco Waste & Recycling LLC; Big Apple Demolition Removal, Inc.; World Waste Recycling, Inc. dba Coastal Waste & Recycling; Precision Portables, LLC; Coastal Waste & Recycling of St. Lucie County, LLC; Martin Lane Holdings, LLC; Coastal Waste & Recycling of Broward County, LLC dba Thoroughbred Waste Services dba Ideal Site Services; Coastal Waste & Recycling of Martin County, LLC; Coastal Waste & Recycling of Palm Beach County, LLC dba Aquarius Recycling; Coastal Waste & Recycling Holdco, LLC; Coastal Waste & Recycling of Miami-Dade County, LLC; Coastal Waste & Recycling of Florida, Inc.; Sunshine Recycling Services of SW FL LLC; Coastal Waste & Recycling of SW Florida, LLC; Eastern Waste Systems, Inc.; Coastal Waste & Recycling of Georgia, LLC; Coastal Waste & Recycling of Central Florida, LLC.

See Attached...

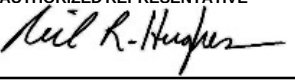
CERTIFICATE HOLDER

PROOF OF INSURANCE
XXXXXXXXXXXXX
XXXXXXX XX XXXXX

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: COAWAST-01
LOC #:

Meeting Date: 12/12/2023 Item #25.

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
HUB International Midwest Limited	Coastal Waste & Recycling, Inc. (Named Insureds are continued below) 1840 NW 33rd Street Pompano Beach FL 33064
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Vehicles are included on attachment.

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ATTACHMENT I
OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
Brendon Pantano	2481 NW 2nd Ave., Boca Raton, FL 33431	CEO %
Kristi Beaudoin	2481 NW 2nd Ave., Boca Raton, FL 33431	CFO %
Dennis Pantano	2841 NW 2nd Ave., Boca Raton, FL 33431	COO %
Mathew Cowan	2481 NW 2nd Ave., Boca Raton, FL 3331	Secretary

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

Signature of Affiant

Brendon Pantano
Print Name

October 18, 2023
Date

STATE: FLORIDA
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18 day of October 2023 by: Brendon Pantano.
Name of person making statement

EILEEN DAMASO
MY COMMISSION # HH 420465
EXPIRES: November 11, 2027

Signature of Notary Public - State of Florida
Eileen Damaso
Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification ____

Type of Identification Produced ____

ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (**print or type name of firm**)

Coastal Waste & Recycling, 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

Brendon Pantano
Print Name

October 18, 2023
Date

STATE: **FLORIDA**
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18 **day of** October, 2023 **by:** Brendon Pantano.
Name of person making statement

EILEEN DAMASO
MY COMMISSION # HH 420465
EXPIRES: November 11, 2027
NOTARY SEAL

Signature of Notary Public - State of Florida

Eileen Damaso
Name of Notary Typed, Printed, or Stamped

Personally Known X **OR** **Produced Identification** ____

Type of Identification Produced ____

ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, Brendon Pantano (Print Name) of Coastal Waste & Recycling, Inc. (Company Name), attest that all personnel used in 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

Brendon Pantano
Print Name

October 18, 2023
Date

STATE: FLORIDA
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18 day of October, 2023, by: Brendon Pantano.
Name of person making statement

EILEEN DAMASO
MY COMMISSION # HH 420465
EXPIRES: November 11, 2027
(NOTARY SEAL)

Signature of Notary Public - State of Florida

Eileen Damaso
Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification ____

Type of Identification Produced ____

ATTACHMENT L

Scrutinized Companies Affidavit

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Brendon Pantano, CEO, on behalf of, Coastal Waste & Recycling, Inc.
Print Name and Title **Company Name**

certify that Coastal Waste & Recycling, 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. 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.

STATE: FLORIDA
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18 day of October, 2023, by: Brendon Pantano
Name of person making statement

Signature of Notary Public - State of Florida

Eileen Damaso
Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification ____

Type of Identification Produced ____

NOTARY PUBLIC STATE OF FLORIDA
EILEEN DAMASO
MY COMMISSION # HH 420465
EXPIRES: November 11, 2027
(NOTARY SEAL)

Coastal Waste & Recycling, Inc.
COMPANY NAME

Brendon Pantano, CEO
PRINT NAME & TITLE

SIGNATURE

ATTACHMENT M

NON-CONFLICT OF INTEREST STATEMENT

1. A. I am the CEO [Insert Title] of Coastal Waste & Recycling, Inc. [Insert Company Name] with a

a. local office in 3900 NE 10th Way Pompano Beach, FL 33064 and principal office in 2481 NW 2nd Ave., Boca Raton, FL 33341.

2. The entity hereby submits a proposal/offer in response to **RFP 2023-2-PW, SOLID WASTE REMOVAL SERVICES.**

3. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

4. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

5. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

7. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

8. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

9. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.

10. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

Signature of Affiant

Brendon Pantano, CEO
Printed Name & Title of Affiant

STATE: FLORIDA
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18 day of October, 2023 by: Brendon Pantano
Name of person making statement

Signature of Notary Public State of Florida

Eileen Damaso
Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification ___

Type of Identification Produced ___

EILEEN DAMASO
MY COMMISSION # HH 420465
EXPIRES: November 11, 2027

ATTACHMENT N
(Page 1 of 2)

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: Solid Waste Removal Services

Project No.: 2023-2 PW

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:	Coastal Waste & Recycling, Inc.
Authorized Signature:	
Print Name:	Brendon Pantano
Title	CEO
Date:	October 18, 2023
Phone:	954-947-4000

STATE: **FLORIDA**
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18 **day of** October, 2023, **by:** Brendon Pantano.
Name of person making statement

Signature of Notary Public - State of Florida

Eileen Damaso
Name of Notary Typed, Printed, or Stamped

EILEEN DAMASO (NOTARY SEAL)
MY COMMISSION # HH 420465
EXPIRES: November 11, 2027

Personally Known X **OR** **Produced Identification** _____

Type of Identification Produced _____

ATTACHMENT O

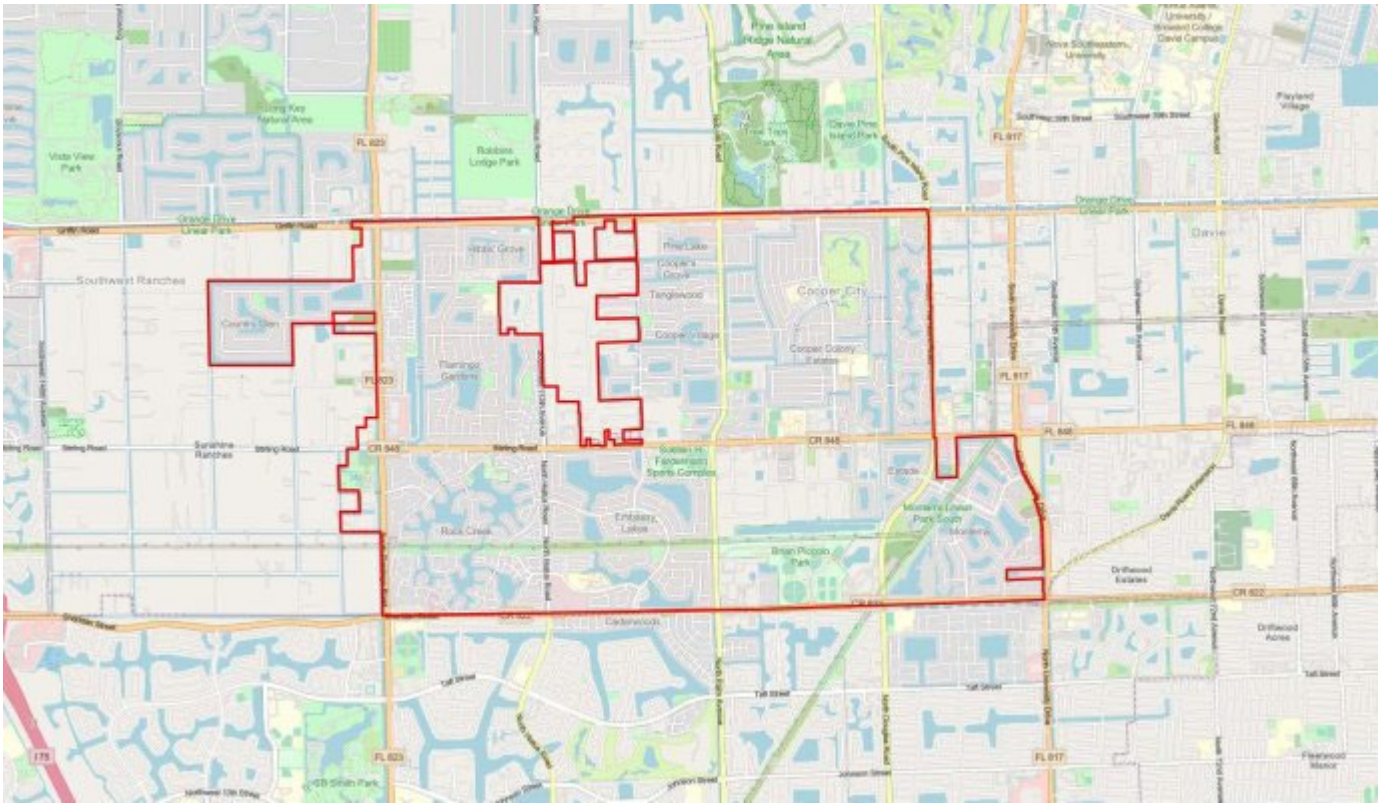
City Facilities

Dept.	Location	Site Adress	Service Frequency	Container Type	Container Size
City Hall	City Hall	9090 SW 50 Place	2 x per week	1 Dumpster	6 cy - short
City Hall	City Hall	9090 SW 50 Place	1 x per week	3 Recycle carts	96 gallons
Community Center	Community Center	9000 SW 50 Place	2 x per week	1 Dumpster	6 cy
Community Center	Community Center	9000 SW 50 Place	1 x per week	1 Recycle cart	96 gallon
Public Works	Public Works	9070 SW 51 Street	1 x per week	1 Recycle dumpster	6 cy
Public Works	Public Works	9070 SW 51 Street	As needed	2 Roll off	20 cy
Suellen H Fardelmann Sports Complex	Suellen H Fardelmann Sports Complex	10300 Stirling Rd	2 x per week	1 Dumpster	6 cy
Suellen H Fardelmann Sports Complex	Suellen H Fardelmann Sports Complex	10300 Stirling Rd	As needed	1 Roll off	20 cy
Fire Dept	Fire Dept	10550 Stirling Rd	2 x per week	1 dumpster	6 cy
Fire Dept	Fire Dept	10550 Stirling Rd	1 x per week	2 Recycle carts	96 gallons
Police Dept	Police Dept.	10580 Stirling Rd	2 x per week	1 dumpster	6 cy
Police Dept	Police Dept.	10580 Stirling Rd	1 x per week	2 Recycle carts	96 gallons
Pool & Tennis Cnt	Pool & Tennis Cnt.	11600 Stonebridge Pkwy	2 x per week	1 Dumpster	6 cy
Pool & Tennis Cnt	Pool & Tennis Cnt.	11600 Stonebridge Pkwy	1 x per week	2 Recycle carts	96 gallons
Flamingo West Park	Flamingo West Park	6201 S Flamingo Rd	2 x per week	2 Dumpsters	6 cy
Flamingo West Park	Flamingo West Park	6201 S Flamingo Rd	1 x per week	1 Recycle dumpster	6 cy
Bill Lips Sports Complex	Bill Lips Sports Complex	11700 SW 49 St	2 x per week	1 Dumpster	6 cy
Bill Lips Sports Complex	Bill Lips Sports Complex	11700 SW 49 St	1 x per week	2 Recycle carts	96 gallon
Utilities	Utilities	11791 SW 49 St	2 x per week	2 Dumpster	14 cy & 16 cy
Utilities	Fleet	11221 SW 49 St	As needed	2 Dumpster	30 cy
Fleet	Fleet	11221 SW 49 St	2 x per week	1 Dumpster	4 cy - short
Fleet	Fleet	11221 SW 49 St	As needed	3 Roll off	30 cy

ATTACHMENT P

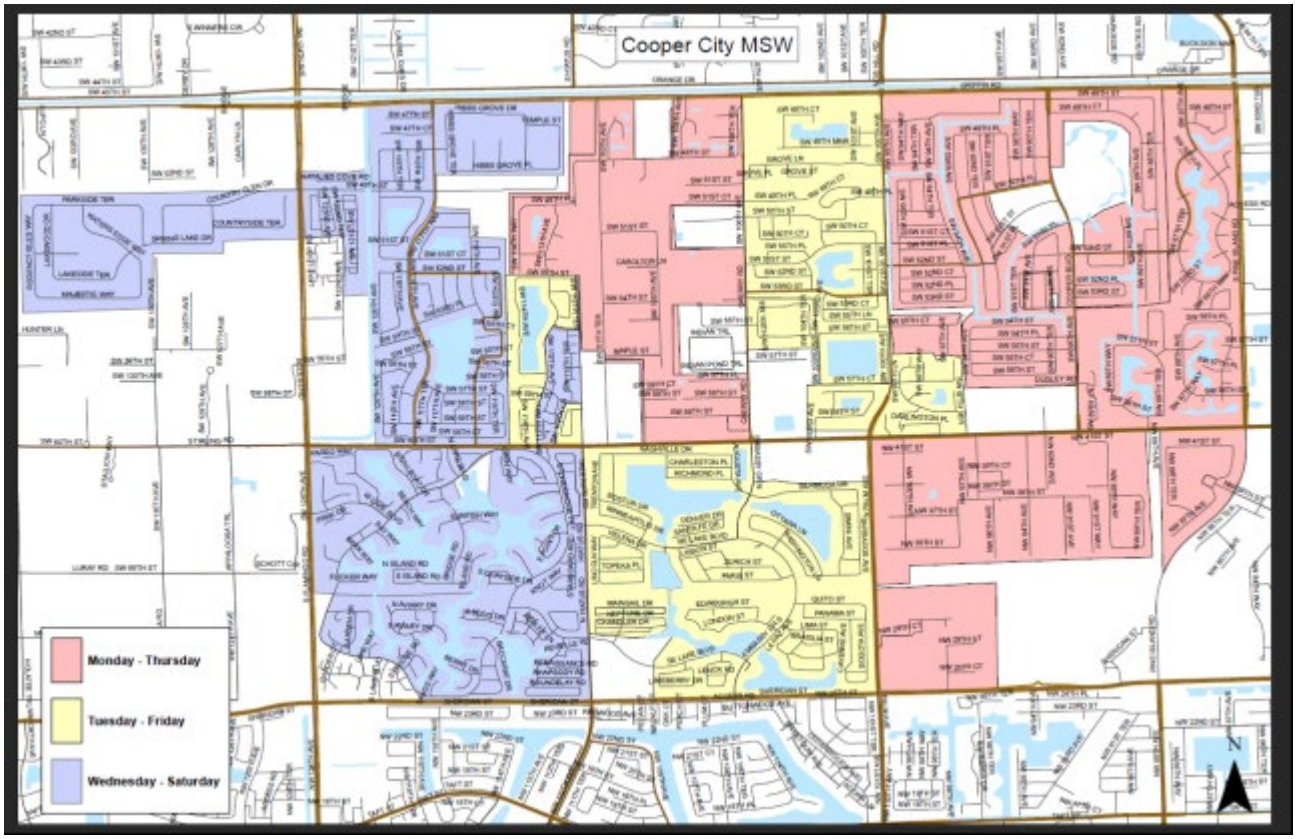
City Map

City of Cooper City Boundary Map



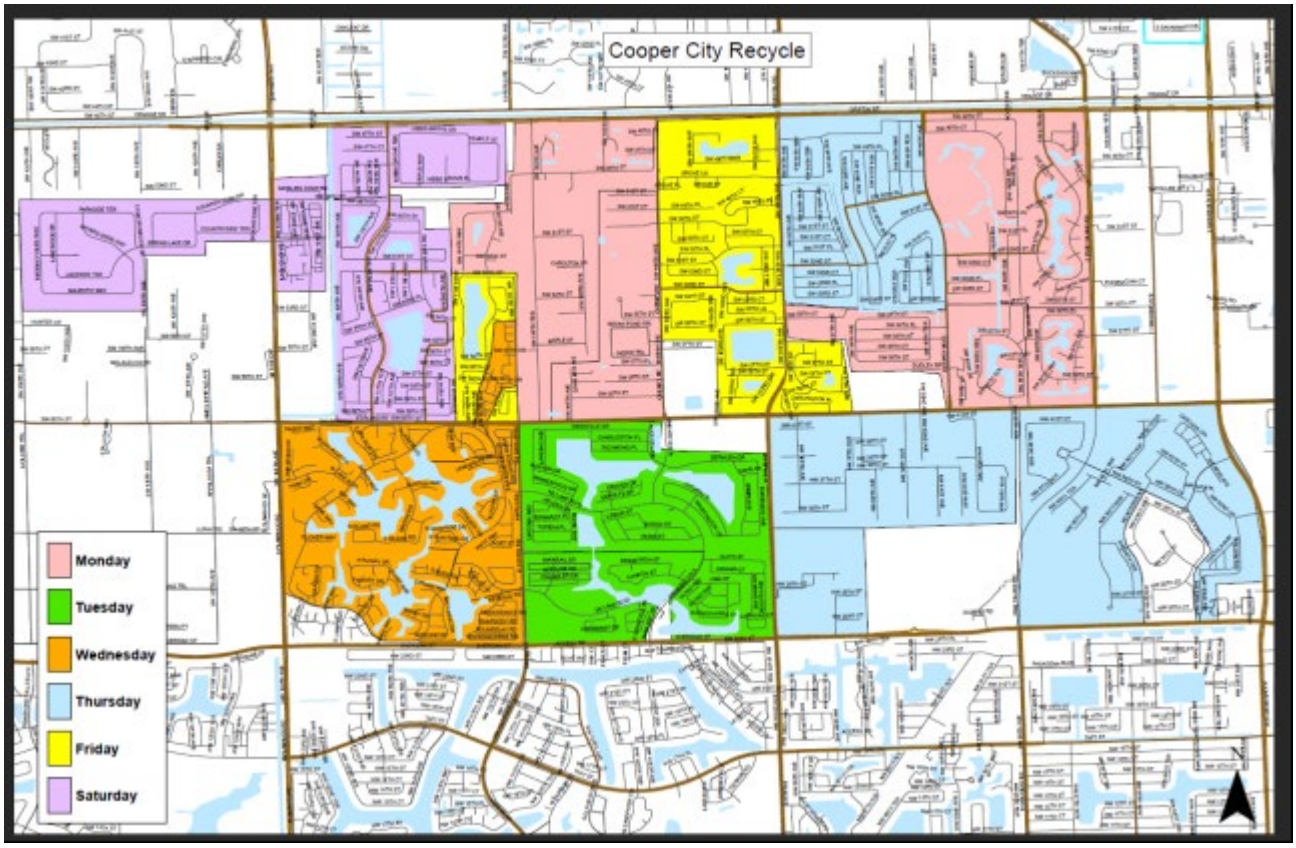
ATTACHMENT Q

City of Cooper City MSW Schedule



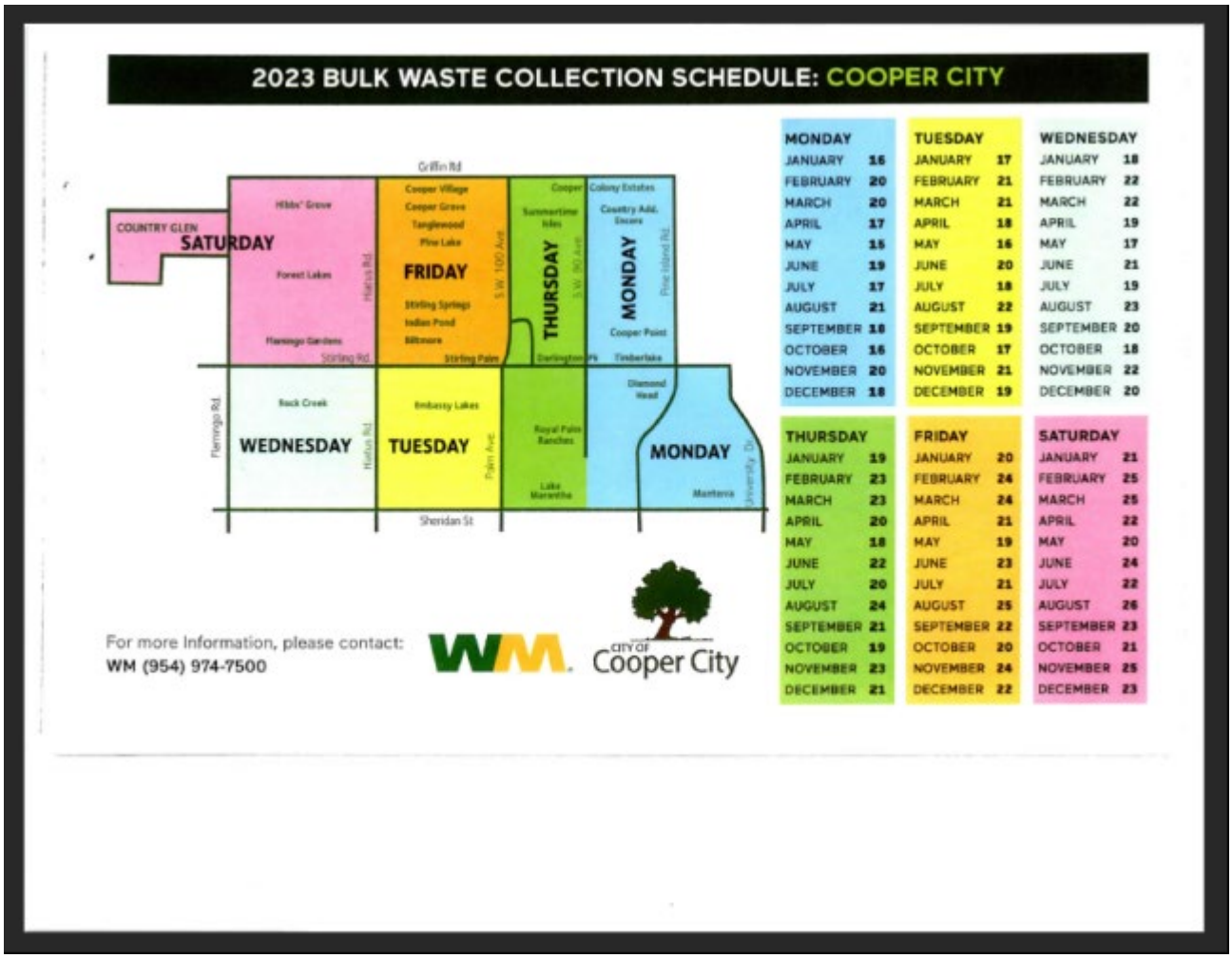
ATTACHMENT R

City of Cooper City Recycle Schedule



ATTACHMENT S

City of Cooper City Bulk Waste Schedule



ATTACHMENT T

Bond Form(s)

CITY OF COOPER CITY PERFORMANCE BOND COVER SHEET

THIS IS THE FRONT PAGE OF THIS PERFORMANCE BOND ISSUED IN COMPLIANCE WITH SECTION 255.05, FLORIDA STATUTES, AS MAY BE APPLICABLE.

Bond No. _____

Contractor/Principal Name:_____

Contractor/Principal Address: _____

Contractor/Principal Phone No._____

Surety Company: _____

Surety Company Address: _____

Surety Company Phone No. _____

Owner/Obligee Name: City of Cooper City

Owner/Obligee Address: 9090 S.W. 50th Place Cooper City, FL 33328

Owner/Obligee Phone No. (954) 434-4300

Bond Date: _____

Bond Amount: _____

Contract No._____ **Bid No.** _____

Permit No./Project No._____

Description of Work: _____

PREPARED BY:

RETURN TO:
CITY CLERK
CITY OF COOPER CITY
701 SW 71st Avenue
COOPER CITY, FL 33068

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we, _____, as Principal, hereinafter called CONTRACTOR, and,_____ as Surety, are bound to the City of Cooper City, Florida, as Obligee, hereinafter called OWNER, in the amount of _____Dollars, ($) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No._____ dated the _____ of _____, 20____, with OWNER for the construction of _____ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Fully performs the Contract between the CONTRACTOR and the OWNER dated_____, 20____, for the_____, within _____, calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and

2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and

3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials, which appear within one (1) year after final acceptance of the work.

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

    4.1 Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of performance bond herein required to increase.

    4.2 Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

    4.3 Complete the Contract in accordance with its terms and conditions; or

    4.4 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the OWNER elects, upon determination by the OWNER and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable

by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

5. In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein and those persons or corporations provided for in Section 255.05, Florida Statues, or their heirs, executors, administrators or successors, as may be applicable.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20____.

SIGNATURE PAGE FOLLOWS

WITNESSES

Secretary

(AFFIX SEAL)

Principal

By

Signature and Title

Type Name and Title signed above

WITNESSES

Surety

Secretary

By

(AFFIX SEAL)

Signature and Title

Type Name and Title signed above

IN THE PRESENCE OF:

INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone

ACKNOWLEDGMENT PERFORMANCE BOND

State of _____

County of _____

On this the ____ day of _____, 20 _____, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____ _____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)
☐ DID take an oath, or

☐ DID NOT take an oath

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that _____,
who signed the Bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

_____
(Name of Corporation)

CITY OF COOPER CITY PAYMENT BOND
COVER SHEET

THIS IS THE FRONT PAGE OF THIS PAYMENT BOND ISSUED IN COMPLIANCE WITH SECTION 255.05, FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO, THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2), (6) AND (10), AS MAY BE APPLICABLE.

Bond No. _____

Contractor/Principal Name:_____

Contractor/Principal Address: _____

Contractor/Principal Phone No._____

Surety Company: _____

Surety Company Address: _____

Surety Company Phone No. _____

Owner/Obligee Name: City of Cooper City

Owner/Obligee Address: 9090 S.W. 50th Place Cooper City, FL 33328

Owner/Obligee Phone No. (954) 434-4300

Bond Date: _____

Bond Amount: _____

Contract No._____ **Bid No.** _____

Permit No./Project No._____

Description of Work: _____

FORM PAYMENT BOND

PREPARED BY:

RETURN TO:
CITY CLERK
CITY OF COOPER CITY
701 SW 71st Avenue
COOPER CITY, FL 33068

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we,_____, as Principal, hereinafter called CONTRACTOR, and, _____ as Surety, are bound to the City of Cooper City, Florida, as Obligee, hereinafter called OWNER, in the amount of _____Dollars ($_____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No._____ dated the _____ of _____, 20____, with OWNER for the construction of _____ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Indemnifies and pays OWNER for all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and

2. Promptly makes payments to all claimants, as defined in §255.05, Florida Statutes, supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the scope of work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

2.1 A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.

2.2 A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

2.3 Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of payment bond to increase.

2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.

2.5 In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this _____day of_____, 20_____.

SIGNATURE PAGE FOLLOWS

WITNESSES

Secretary

(AFFIX SEAL)

Principal

By

Signature and Title

Type Name and Title signed above

WITNESSES

Secretary

(AFFIX SEAL)

Surety

By

Signature and Title

Type Name and Title signed above

IN THE PRESENCE OF:

INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone

ACKNOWLEDGMENT PAYMENT BOND

State of_____

County of _____

On this the _____day of _____, 20_____, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____ _____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)
☐ DID take an oath, or
☐ DID NOT take an oath

CERTIFICATE AS TO PRINCIPAL

I,_____ , certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that_____,
who signed the Bond on behalf of the Principal, was then _____of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

_____
(Name of Corporation)

ATTACHMENT A

(Page 6 of 6)

COST PROPOSAL SHEET
FOR
Solid Waste Removal Services

MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

Notes:
1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate proposals will not be considered unless authorized in the RFP document.

STATE: **FLORIDA**
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18 day of October, 2023 by: Brendon Pantano.
Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL)
EILEEN DAMASO
MY COMMISSION # HH 420465
EXPIRES: November 11, 2027

Eileen Damaso
Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

Annual costs will be calculated by [Monthly costs x total units x 12 months]

NOTE ON BULK PICKUP SERVICE: PROPOSERS SHOULD REVIEW SECTION 1.9.1 OF THE RFP DOCUMENT

Service Provided	Unit Count	Year 1 Unit Price (Per Month)	Year 2 Unit Price (Per Month)	Year 3 Unit Price (Per Month)	Year 4 Unit Price (Per Month)	Year 5 Unit Price (Per Month)	Year 6 Unit Price (Per Month)	Year 7 Unit Price (Per Month)
Residential Garbage (Price Per Unit, Per Month)	10919	$ 10.00	$ 10.50	$ 11.03	$ 11.58	$ 12.16	$ 12.76	$ 13.40
Residential Recycling (Price Per Unit, Per Month)	10919	$ 6.18	$ 6.49	$ 6.81	$ 7.15	$ 7.51	$ 7.89	$ 8.28

Service Provided	Unit Count	Year 1 Unit Price (Per Month)	Year 2 Unit Price (Per Month)	Year 3 Unit Price (Per Month)	Year 4 Unit Price (Per Month)	Year 5 Unit Price (Per Month)	Year 6 Unit Price (Per Month)	Year 7 Unit Price (Per Month)
Bulk Serviced 1x Month up to 6cy (Price Per Unit, Per Month)	10919	$ 4.65	$ 4.88	$ 5.13	$ 5.38	$ 5.65	$ 5.93	$ 6.23
OPTION A Bulk Serviced 1x Month up to 6cy- MONDAY SERVICE ONLY (Price Per Unit, Per Month)	10919	$ 6.65	$ 6.98	$ 7.33	$ 7.70	$ 8.08	$ 8.49	$ 8.91
OPTION B Bulk Serviced Every Other Month up to 10cy (Price Per Unit, Per Month)	10919	$ 4.65	$ 4.88	$ 5.13	$ 5.38	$ 5.65	$ 5.93	$ 6.23
OPTION C **Bulk Serviced Quarterly (4x Annually) up to 15cy (Price Per Unit, Per Month)**	**10919**	**$ 4.65**	**$ 4.88**	**$ 5.13**	**$ 5.38**	**$ 5.65**	**$ 5.93**	**$ 6.23**
Additional Bulk Service at Customer's Expense (Price Per cubic yard)	1000	$20.00	$21.00	$22.05	$23.15	$24.31	$25.53	$26.80
Emergency Bulk Service (Hourly Rate includes Truck and Driver)	1	$95.00	$99.75	$104.74	$109.97	$115.47	$121.25	$127.31

Annual costs will be calculated by [Monthly costs x total units x 12 months]

NOTE ON BULK PICKUP SERVICE: PROPOSERS SHOULD REVIEW SECTION 1.9.1 OF THE RFP DOCUMENT

Commercial Cart- Year 1

	Unit Count	Monthly Collection Fee	Monthly Disposal Fee	Total per Month (Per Cart, Per Service Day)
Monthly Rate for Collection of Commercial Waste in 96-gallon Contractor-Provided Cart	1	$ 44.03	$ 9.50	$ 53.53
Extra Service (Upon Request) Per Dump	1	Extra Service Collection Fee (Per Dump)	Extra Service Disposal Fee (Per Dump)	Total Fee for Extra Service Collection (Per Dump)
Ancillary Services		$ 10.17	$ 2.19	$ 53.53
		Fee per Service per Month		
Rollout/Rollback		No Charge		
Cart Delivery, Removal, Exchange or Repair		No Charge		

Commercial Cart Years 2-7

	Monthly Collection Fee YEAR 2	Monthly Collection Fee YEAR 3	Monthly Collection Fee YEAR 4	Monthly Collection Fee YEAR 5	Monthly Collection Fee YEAR 6	Monthly Collection Fee YEAR 7
Monthly Rate for Collection of Commercial Waste in 96-gallon Contractor-Provided Cart	$ 46.23	$ 48.54	$ 50.97	$ 53.52	$ 56.19	$ 59.00
Extra Service (Upon Request) Per Dump	Extra Service Collection Fee (Per Dump) YEAR 2	Extra Service Collection Fee (Per Dump) YEAR 3	Extra Service Collection Fee (Per Dump) YEAR 4	Extra Service Collection Fee (Per Dump) YEAR 5	Extra Service Collection Fee (Per Dump) YEAR 6	Extra Service Collection Fee (Per Dump) YEAR 7
Ancillary Services	$ 10.68	$ 11.21	$ 11.77	$ 12.36	$ 12.98	$ 13.63
	Fee per Service per Month YEAR 2	Fee per Service per Month YEAR 3	Fee per Service per Month YEAR 4	Fee per Service per Month YEAR 5	Fee per Service per Month YEAR 6	Fee per Service per Month YEAR 7
Rollout/Rollback	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Cart Delivery, Removal, Exchange or Repair	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge

Commercial Mechanical Container (Non-Compaction) Year 1

	Unit Count (In Cubic Yards) *	Monthly Collection Fee (Per Cubic Yard)	Monthly Disposal Fee (Per Cubic Yard)	Total Monthly Fee per Cubic Yard
Monthly Rate for Collection of Commercial Waste with Mechanical Containers (other than Compactors and Rolloff Containers)	10145	$16.16	$3.09	$19.25
Extra Service (Upon Request) Per Dump	80	Extra Service Collection Fee (Per Cubic Yard)	Extra Service Disposal Fee (Per Cubic Yard)	Total Fee for Extra Service Collection (Per Cubic Yard)
		$16.16	$3.09	$19.25
Ancillary Services				
		Fee per Service per Month +		
Rollout Fee/Rollback +	91	$15.00		
		Fee per Container Equipped per Month		
Locking Mechanism	24	$15.00		
		Fee per Container Equipped per Month		
Castors	40	$25.00		
		Overage Fee per Cubic Yard		
Overflowing Container- Overage Fee	100	$19.25		
Mechanical Container Delivery, Repair, Exchange or Removal	No Charge	No Charge		

Commercial Mechanical Container (Non-Compaction) Years 2-7

	Monthly Collection Fee (Per Cubic Yard) Year 2	Monthly Collection Fee (Per Cubic Yard) Year 3	Monthly Collection Fee (Per Cubic Yard) Year 4	Monthly Collection Fee (Per Cubic Yard) Year 5	Monthly Collection Fee (Per Cubic Yard) Year 6	Monthly Collection Fee (Per Cubic Yard) Year 7
Monthly Rate for Collection of Commercial Waste with Mechanical Containers (other than Compactors and Rolloff Containers)	$16.97	$17.82	$18.71	$19.64	$20.62	$21.66
Extra Service (Upon Request) Per Cubic Yard	Extra Service Collection Fee (Per Cubic Yard) Year 2	Extra Service Collection Fee (Per Cubic Yard) Year 3	Extra Service Collection Fee (Per Cubic Yard) Year 4	Extra Service Collection Fee (Per Cubic Yard) Year 5	Extra Service Collection Fee (Per Cubic Yard) Year 6	Extra Service Collection Fee (Per Cubic Yard) Year 7
	$16.97	$17.82	$18.71	$19.64	$20.62	$21.66
Ancillary Services						
	Fee per Service per Month Year 2 +	Fee per Service per Month Year 3 +	Fee per Service per Month Year 4 +	Fee per Service per Month Year 5 +	Fee per Service per Month Year 6 +	Fee per Service per Month Year 7 +
Rollout Fee/Rollback +	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00
	Fee per Container Equipped per Month Year 2	Fee per Container Equipped per Month Year 3	Fee per Container Equipped per Month Year 4	Fee per Container Equipped per Month Year 5	Fee per Container Equipped per Month Year 6	Fee per Container Equipped per Month Year 7
Locking Mechanism	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00
	Fee per Container Equipped per Month Year 2	Fee per Container Equipped per Month Year 3	Fee per Container Equipped per Month Year 4	Fee per Container Equipped per Month Year 5	Fee per Container Equipped per Month Year 6	Fee per Container Equipped per Month Year 7
Castors	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
	Overage Fee per Cubic Yard Year 2	Overage Fee per Cubic Yard Year 3	Overage Fee per Cubic Yard Year 4	Overage Fee per Cubic Yard Year 5	Overage Fee per Cubic Yard Year 6	Overage Fee per Cubic Yard Year 7
Overflowing Container- Overage Fee	$19.25	$19.25	$19.25	$19.25	$19.25	$19.25
Mechanical Container Delivery, Repair, Exchange or Removal	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge

* Actual Cubic Yards/Month based on current service schedule

\+ Monthly rate calculated using 4.33 weeks per month

Commercial Compacting Container- Year 1

	Unit Count (In Cubic Yards) *	Per Cubic Yard (Collection)	Per Cubic Yard (Disposal)	Total per Cubic Yard
Monthly Rate for Collection of Commercial Waste in Compactors (Not Rolloff Compactors- generally 8cy or less)	113	$ 24.14	$ 7.73	$ 31.86
Extra Service (Upon Request) Per Cubic Yard Compactors	9	Extra Service Collection Fee (Per Cubic Yard)	Extra Service Disposal Fee (Per Cubic Yard)	Total Fee for Extra Service Collection (Per Cubic Yard)
		$ 24.14	$ 7.73	$ 31.86

Commercial Compacting Container Years 2-7

	Monthly Collection Fee (Per Cubic Yard) Year 2	Monthly Collection Fee (Per Cubic Yard) Year 3	Monthly Collection Fee (Per Cubic Yard) Year 4	Monthly Collection Fee (Per Cubic Yard) Year 5	Monthly Collection Fee (Per Cubic Yard) Year 6	Monthly Collection Fee (Per Cubic Yard) Year 7
Monthly Rate for Collection of Commercial Waste in Compactors (Not Rolloff Compactors- generally 8cy or less)	$ 25.34	$ 26.61	$ 33.45	$ 35.13	$ 26.61	$ 27.94
Extra Service (Upon Request) Per Cubic Yard Compactors	Extra Service Collection Fee (Per Cubic Yard) Year 2	Extra Service Collection Fee (Per Cubic Yard) Year 3	Extra Service Collection Fee (Per Cubic Yard) Year 4	Extra Service Collection Fee (Per Cubic Yard) Year 5	Extra Service Collection Fee (Per Cubic Yard) Year 6	Extra Service Collection Fee (Per Cubic Yard) Year 7
	$ 25.34	$ 26.61	$ 33.45	$ 35.13	$ 26.61	$ 27.94

Annual costs will be calculated by [Monthly costs x total units x 12 months]

NOTE ON BULK PICKUP SERVICE: PROPOSERS SHOULD REVIEW SECTION 1.9.1 OF THE RFP DOCUMENT

Rolloff Open Top (Non-Compaction)- Year 1			Rolloff Open Top (Non-Compaction) Years 2-7											
	Per Service Haul Fee **Year 1**	Monthly Maintenance Fee **Year 1**	Per Service Haul Fee **Year 2**	Monthly Maintenance Fee **Year 2**	Per Service Haul Fee **Year 3**	Monthly Maintenance Fee **Year 3**	Per Service Haul Fee **Year 4**	Monthly Maintenance Fee **Year 4**	Per Service Haul Fee **Year 5**	Monthly Maintenance Fee **Year 5**	Per Service Haul Fee **Year 6**	Monthly Maintenance Fee **Year 6**	Per Service Haul Fee **Year 7**	Monthly Maintenance Fee **Year 7**
Any Sized Open-Top Rolloff (Disposal Charged Based on Actual Disposal Cost)	$385.00	No Charge	$404.25	No Charge	$424.46	No Charge	$445.69	No Charge	$467.97	No Charge	$491.37	No Charge	$515.94	No Charge

Ancillary Services							
	Fee Per Action **Year 1**	Fee Per Action **Year 2**	Fee Per Action **Year 3**	Fee Per Action **Year 4**	Fee Per Action **Year 5**	Fee Per Action **Year 6**	Fee Per Action **Year 7**
Relocation Fee (No Dump)	$125.00	$131.25	$137.81	$144.70	$151.94	$159.54	$167.51
Delivery Fee	No Charge						

Rolloff Compactor- Year 1	Rolloff Compactor Years 2-7					
Per Service Haul Fee **Year 1**	Per Service Haul Fee **Year 2**	Per Service Haul Fee **Year 3**	Per Service Haul Fee **Year 4**	Per Service Haul Fee **Year 5**	Per Service Haul Fee **Year 6**	Per Service Haul Fee **Year 7**
Any Sized Rolloff Compactor (Disposal Charged Based on Actual Disposal Cost)	$395.00	$414.75	$435.49	$457.26	$480.12	$504.13	$529.34

BEST-AND-FINAL OFFER

Annual costs will be calculated by [Monthly costs x total units x 12 months]

NOTE ON BULK PICKUP SERVICE: PROPOSERS SHOULD REVIEW SECTION 1.9.1 OF THE RFP DOCUMENT

Service Provided	Unit Count	Year 1 Unit Price (Per Month)	Year 2 Unit Price (Per Month)	Year 3 Unit Price (Per Month)	Year 4 Unit Price (Per Month)	Year 5 Unit Price (Per Month)	Year 6 Unit Price (Per Month)	Year 7 Unit Price (Per Month)	FIRST TERM TOTAL
Residential Garbage (Price Per Unit, Per Month)	**10919**	$ 9.41	$ 9.88	$ 10.37	$ 10.89	$ 11.44	$ 12.01	$ 12.61	$ 10,038,880.50
Residential Recycling (Price Per Unit, Per Month)	**10919**	$ 5.59	$ 5.87	$ 6.16	$ 6.47	$ 6.79	$ 7.13	$ 7.49	$ 5,963,585.76

Service Provided	Unit Count	Year 1 Unit Price (Per Month)	Year 2 Unit Price (Per Month)	Year 3 Unit Price (Per Month)	Year 4 Unit Price (Per Month)	Year 5 Unit Price (Per Month)	Year 6 Unit Price (Per Month)	Year 7 Unit Price (Per Month)	FIRST TERM TOTAL
Bulk Serviced 1x Month up to 6cy (Price Per Unit, Per Month)	**10919**	$ 4.18	$ 4.39	$ 4.61	$ 4.84	$ 5.08	$ 5.33	$ 5.60	$ 4,459,353.93
OPTION A **Bulk Serviced 1x Month up to 6cy- MONDAY SERVICE ONLY (Price Per Unit, Per Month)**	**10919**	$ 6.65	$ 6.98	$ 7.33	$ 7.70	$ 8.08	$ 8.49	$ 8.91	$ 7,094,426.71
OPTION B **Bulk Serviced Every Other Month up to 10cy (Price Per Unit, Per Month)**	**10919**	$ 4.18	$ 4.39	$ 4.61	$ 4.84	$ 5.08	$ 5.33	$ 5.60	$ 4,459,353.93
OPTION C **Bulk Serviced Quarterly (4x Annually) up to 15cy (Price Per Unit, Per Month)**	**10919**	$ 4.18	$ 4.39	$ 4.61	$ 4.84	$ 5.08	$ 5.33	$ 5.60	$ 4,459,353.93
Additional Bulk Service at Customer's Expense (Price Per cubic yard)	**1000**	$20.00	$21.00	$22.05	$23.15	$24.31	$25.53	$26.80	$ 1,954,082.03
Emergency Bulk Service (Hourly Rate includes Truck and Driver)	**1**	$95.00	$99.75	$104.74	$109.97	$115.47	$121.25	$127.31	$ 9,281.89

BEST-AND-FINAL OFFER

Annual costs will be calculated by [Monthly costs x total units x 12 months]

NOTE ON BULK PICKUP SERVICE: PROPOSERS SHOULD REVIEW SECTION 1.9.1 OF THE RFP DOCUMENT

Commercial Cart- Year 1

	Unit Count	Monthly Collection Fee	Monthly Disposal Fee	Total per Month (Per Cart, Per Service Day)
Monthly Rate for Collection of Commercial Waste in 96-gallon Contractor-Provided Cart	1	$ 44.03	$ 9.50	$ 53.53
Extra Service (Upon Request) Per Dump	1	Extra Service Collection Fee (Per Dump)	Extra Service Disposal Fee (Per Dump)	Total Fee for Extra Service Collection (Per Dump)
Ancillary Services		$ 10.17	$ 2.19	$ 53.53
		Fee per Service per Month		
Rollout/Rollback		No Charge		
Cart Delivery, Removal, Exchange or Repair		No Charge		

Commercial Cart Years 2-7

	Monthly Collection Fee YEAR 2	Monthly Collection Fee YEAR 3	Monthly Collection Fee YEAR 4	Monthly Collection Fee YEAR 5	Monthly Collection Fee YEAR 6	Monthly Collection Fee YEAR 7
Monthly Rate for Collection of Commercial Waste in 96-gallon Contractor-Provided Cart	$ 46.23	$ 48.54	$ 50.97	$ 53.52	$ 56.19	$ 59.00
Extra Service (Upon Request) Per Dump	Extra Service Collection Fee (Per Dump) YEAR 2	Extra Service Collection Fee (Per Dump) YEAR 3	Extra Service Collection Fee (Per Dump) YEAR 4	Extra Service Collection Fee (Per Dump) YEAR 5	Extra Service Collection Fee (Per Dump) YEAR 6	Extra Service Collection Fee (Per Dump) YEAR 7
Ancillary Services	$ 10.68	$ 11.21	$ 11.77	$ 12.36	$ 12.98	$ 13.63
	YEAR 2	Month YEAR 3	Month YEAR 4	Month YEAR 5	Month YEAR 6	Month YEAR 7
Rollout/Rollback	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Cart Delivery, Removal, Exchange or Repair	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge

Commercial Mechanical Container (Non-Compaction) Year 1

	Unit Count (In Cubic Yards) *	Monthly Collection Fee (Per Cubic Yard)	Monthly Disposal Fee (Per Cubic Yard)	Total Monthly Fee per Cubic Yard
Monthly Rate for Collection of Commercial Waste with Mechanical Containers (other than Compactors and Rolloff Containers)	10145	$16.16	$3.09	$19.25
Extra Service (Upon Request) Per Dump	80	Extra Service Collection Fee (Per Cubic Yard)	Extra Service Disposal Fee (Per Cubic Yard)	Total Fee for Extra Service Collection (Per Cubic Yard)
		$16.16	$3.09	$19.25
Ancillary Services				
		Fee per Service per Month +		
Rollout Fee/Rollback +	91	$15.00		
		Fee per Container Equipped per Month		
Locking Mechanism	24	$15.00		
		Fee per Container Equipped per Month		
Castors	40	$25.00		
		Overage Fee per Cubic Yard		
Overflowing Container- Overage Fee	100	$19.25		
Mechanical Container Delivery, Repair, Exchange or Removal	No Charge	No Charge		

Commercial Mechanical Container (Non-Compaction) Years 2-7

	Monthly Collection Fee (Per Cubic Yard) Year 2	Monthly Collection Fee (Per Cubic Yard) Year 3	Monthly Collection Fee (Per Cubic Yard) Year 4	Monthly Collection Fee (Per Cubic Yard) Year 5	Monthly Collection Fee (Per Cubic Yard) Year 6	Monthly Collection Fee (Per Cubic Yard) Year 7
Monthly Rate for Collection of Commercial Waste with Mechanical Containers (other than Compactors and Rolloff Containers)	$16.97	$17.82	$18.71	$19.64	$20.62	$21.66
Extra Service (Upon Request) Per Cubic Yard	Extra Service Collection Fee (Per Cubic Yard) Year 2	Extra Service Collection Fee (Per Cubic Yard) Year 3	Extra Service Collection Fee (Per Cubic Yard) Year 4	Extra Service Collection Fee (Per Cubic Yard) Year 5	Extra Service Collection Fee (Per Cubic Yard) Year 6	Extra Service Collection Fee (Per Cubic Yard) Year 7
	$16.97	$17.82	$18.71	$19.64	$20.62	$21.66
Ancillary Services						
	Fee per Service per Month Year 2 +	Fee per Service per Month Year 3 +	Fee per Service per Month Year 4 +	Fee per Service per Month Year 5 +	Fee per Service per Month Year 6 +	Fee per Service per Month Year 7 +
Rollout Fee/Rollback +	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00
	Fee per Container Equipped per Month Year 2	Fee per Container Equipped per Month Year 3	Fee per Container Equipped per Month Year 4	Fee per Container Equipped per Month Year 5	Fee per Container Equipped per Month Year 6	Fee per Container Equipped per Month Year 7
Locking Mechanism	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00
	Fee per Container Equipped per Month Year 2	Fee per Container Equipped per Month Year 3	Fee per Container Equipped per Month Year 4	Fee per Container Equipped per Month Year 5	Fee per Container Equipped per Month Year 6	Fee per Container Equipped per Month Year 7
Castors	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
	Overage Fee per Cubic Yard Year 2	Overage Fee per Cubic Yard Year 3	Overage Fee per Cubic Yard Year 4	Overage Fee per Cubic Yard Year 5	Overage Fee per Cubic Yard Year 6	Overage Fee per Cubic Yard Year 7
Overflowing Container- Overage Fee	$19.25	$19.25	$19.25	$19.25	$19.25	$19.25
Mechanical Container Delivery, Repair, Exchange or Removal	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge

*** Actual Cubic Yards/Month based on current service schedule**

+ Monthly rate calculated using 4.33 weeks per month

Commercial Compacting Container- Year 1

	Unit Count (In Cubic Yards) *	Per Cubic Yard (Collection)	Per Cubic Yard (Disposal)	Total per Cubic Yard
Monthly Rate for Collection of Commercial Waste in Compactors (Not Rolloff Compactors- generally 8cy or less)	113	$ 24.14	$ 7.73	$ 31.86
Extra Service (Upon Request) Per Cubic Yard Compactors	9	Extra Service Collection Fee (Per Cubic Yard)	Extra Service Disposal Fee (Per Cubic Yard)	Total Fee for Extra Service Collection (Per Cubic Yard)
		$ 24.14	$ 7.73	$ 31.86

Commercial Compacting Container Years 2-7

	Monthly Collection Fee (Per Cubic Yard) Year 2	Monthly Collection Fee (Per Cubic Yard) Year 3	Monthly Collection Fee (Per Cubic Yard) Year 4	Monthly Collection Fee (Per Cubic Yard) Year 5	Monthly Collection Fee (Per Cubic Yard) Year 6	Monthly Collection Fee (Per Cubic Yard) Year 7
Monthly Rate for Collection of Commercial Waste in Compactors (Not Rolloff Compactors- generally 8cy or less)	$ 25.34	$ 26.61	$ 33.45	$ 35.13	$ 26.61	$ 27.94
Extra Service (Upon Request) Per Cubic Yard Compactors	Extra Service Collection Fee (Per Cubic Yard) Year 2	Extra Service Collection Fee (Per Cubic Yard) Year 3	Extra Service Collection Fee (Per Cubic Yard) Year 4	Extra Service Collection Fee (Per Cubic Yard) Year 5	Extra Service Collection Fee (Per Cubic Yard) Year 6	Extra Service Collection Fee (Per Cubic Yard) Year 7
	$ 25.34	$ 26.61	$ 33.45	$ 35.13	$ 26.61	$ 27.94

BEST-AND-FINAL OFFER

Annual costs will be calculated by [Monthly costs x total units x 12 months]

NOTE ON BULK PICKUP SERVICE: PROPOSERS SHOULD REVIEW SECTION 1.9.1 OF THE RFP DOCUMENT

Rolloff Open Top (Non-Compaction)- Year 1			Rolloff Open Top (Non-Compaction) Years 2-7											
	Per Service Haul Fee **Year 1**	Monthly Maintenance Fee **Year 1**	Per Service Haul Fee **Year 2**	Monthly Maintenance Fee **Year 2**	Per Service Haul Fee **Year 3**	Monthly Maintenance Fee **Year 3**	Per Service Haul Fee **Year 4**	Monthly Maintenance Fee **Year 4**	Per Service Haul Fee **Year 5**	Monthly Maintenance Fee **Year 5**	Per Service Haul Fee **Year 6**	Monthly Maintenance Fee **Year 6**	Per Service Haul Fee **Year 7**	Monthly Maintenance Fee **Year 7**
Any Sized Open-Top Rolloff (Disposal Charged Based on Actual Disposal Cost)	$385.00	**No Charge**	$404.25	**No Charge**	$424.46	**No Charge**	$445.69	**No Charge**	$467.97	**No Charge**	$491.37	**No Charge**	$515.94	**No Charge**

Ancillary Services							
	Fee Per Action **Year 1**	Fee Per Action **Year 2**	Fee Per Action **Year 3**	Fee Per Action **Year 4**	Fee Per Action **Year 5**	Fee Per Action **Year 6**	Fee Per Action **Year 7**
Relocation Fee (No Dump)	$125.00	$131.25	$137.81	$144.70	$151.94	$159.54	$167.51
Delivery Fee	**No Charge**						

Rolloff Compactor- Year 1	Rolloff Compactor Years 2-7						
	Per Service Haul Fee **Year 1**	Per Service Haul Fee **Year 2**	Per Service Haul Fee **Year 3**	Per Service Haul Fee **Year 4**	Per Service Haul Fee **Year 5**	Per Service Haul Fee **Year 6**	Per Service Haul Fee **Year 7**
Any Sized Rolloff Compactor (Disposal Charged Based on Actual Disposal Cost)	$395.00	$414.75	$435.49	$457.26	$480.12	$504.13	$529.34



Cooper City

Coastal
Waste & Recycling

Introductions

- **John Casagrande –** Sr. Vice President, Business Development
- **Maurice Nalley –** Vice President Operations & Systems
- **Trevor Black –** Area Manager – South Florida
- **Anthony Garcia –** Vice President Corporate Finance
- **Stephanie De La Roca –** Director of Customer Service
- **Gerardo Cardona –** District Manager of Broward County
- **Ed Peters –** Municipal Relations of South Florida

Coastal Waste & Recycling

Agenda

Bulk Services/Emergency Management	Questions 1,18,20
Hiring	Questions 2,9
Customer Service	Questions 4, 5,12,13
Recycling	Questions 19
Financials	Question 10 & 11
Scholarships	Question 3
Transition Capacity & Experience	Question 6,7,8,14,15,16,17

Meet the Team



John Casagrande
SVP Business Development
2018
Joined Coastal
>40
Years of Experience
Prior Experience



Dennis Pantano
Chief Operating Officer
2020
Joined Coastal
>45
Years of Experience
Prior Experience



Maurice Nalley
VP Collections/Systems
2021
Joined Coastal
>10
Years of Experience
Prior Experience



Stephanie De Laroca
Director of Customer Service
2020
Joined Coastal
>10
Years of Experience
Prior Experience



Trevor Black
South Florida Area Manager
2020
Joined Coastal
>10
Years of Experience
Prior Experience



Patti Hamilton
VP Brand & Culture
2018
Joined Coastal
>35
Years of Experience
Prior Experience



Ed Peters
Municipal Marketing
2023
Joined Coastal
>10
Years of Experience
U.S. ARMY
Prior Experience



Gerardo Cardona
District Manager
2018
Joined Coastal
>25
Years of Experience
Prior Experience



Anthony Garcia
VP Finance
2018
Joined Coastal
>10
Years of Experience
Prior Experience

Disaster Services

- Coastal has invested in the Clamshell and Tractor Trailer services
- Currently have 35 Clamshells and 25 Tractor Trailers in use today
- These trucks can be deployed to remove any type of storm debris once it's safe to enter the city
- Coastal will deploy these trucks to Cooper City to help bridge the 48-72 hour time span needed to mobilize storm control
- These vehicles along with the new Clamshells assigned to Cooper City can provide extra Bulk Service in case of a weather event
- Coastal has no other obligation to provide Bulk Service after a storm







Our Disposal and Processing Locations in Broward County

Broward – MRF

1840 NW 33rd Street
Pompano Beach, FL 33064

Size: 5 Acres





Pompano– Recycling

2281 NW 16th Street
Pompano Beach, FL 33069

Size: 7.5 Acres





Broward – Transfer

7060 SW 22nd Court
Davie, FL 33317

Size: 2 Acres





Explain How Coastal Can Provide Same If Not Better Bulk Waste Collection Services Vs A Dedicated Contractor

Dedicated Equipment:

Flexibility on scheduling able to comply with 5.6.10 and the 4 Bulk Options in the RFP

- 1x month – 6 yards
- 1x month Monday – 6 yards
- Every other Month – 10 yards
- Quarterly – 15 yards



Accountability:

One point of contact for – **Question #4**

- Missed pickups
- Property Damage
- Oil Spills
- Accidents

Employee's:

- Training
- Drug Free Workplace
- Everify

Explain How Coastal Can Provide Same If Not Better Bulk Waste Collection Services Vs A Dedicated Contractor

Disposal – Disposal:

- City is now responsible for all residential disposal Coastal branded equipment – Broward County specific permitted decal numbers on each truck
- Only other choice is EWS they service Miramar, Davie, Southwest Ranches, Pembroke Pines

How do you keep track of those vehicles if you are paying for disposal?

Coastal Waste & Recycling

Cooper City Employment Strategy

Career Fairs:

- City of North Miami Beach
- Jesus Supernatural Church – Pompano Beach

Job Boards/ Social Media Postings:

- Career Source
- Employ Florida
- Indeed
- LinkedIn
- Facebook
- Social Media

Employee Referrals:

- This is our top recruiting source





Hiring Statistics



Coastal Runs at a 10% Overstaff Rate to Reduce Driver Burnout and Distress



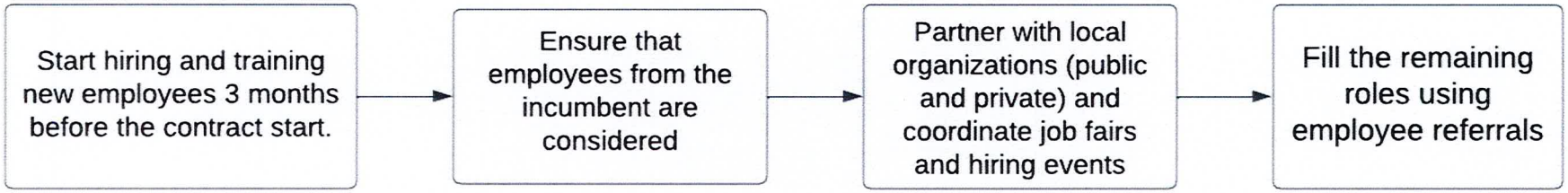
65% Driver Success Rate



ZERO Layoffs During the Pandemic

Coastal Waste & Recycling

Hiring Transition Plan



Coastal Waste & Recycling

Customer Service

Committed to being the industry leader



Phone Number
There will be a **dedicated phone number and email (coopercity@coastalwasteinc.com)** for Cooper City.

Call Routing
Routed to **unique queue's** based on type of call. All calls **classified by reason**.

Languages
We provide solutions in **Spanish, Creole**, and **Portuguese.**

CS Live Agent Team
Not only will we have one **dedicated municipal liaison** but will have **11 trained representatives** to handle live calls.

Staff Location
We are **local team** based off of Pompano Beach. **Only 26 miles from Cooper City.**

Reporting
Call response will vary based on call type. We are excited to provide **monthly reporting** on this.

Google Reviews

3 million
Services provided to our communities monthly

Only 70 Reviews
Over 6 years of business

25 Facilities

Google



Coastal Waste & Recycling, Inc.

Website | Directions | Save

2.7 ★★½☆☆ 70 Google reviews

Waste management service in Pompano Beach, Florida

You manage this Business Profile

Service options: No online estimates · Onsite services not available

Address: 1840 NW 33rd St, Pompano Beach, FL 33064

Hours: Closes soon · 5:30 PM · Opens 7 AM Wed

Phone: (954) 947-4000

Fran Hoots
3 reviews
★★★★★

Positive: Professionalism, Quality

On 1 occasion I say a gentleman get out of his truck to upright a recycle bin, so that he could empty the contents into his truck. The week before, another gentlemen using the claw to pick-up bulk, got out of his truck to rake some of the leftover lawn debris, after using the claw, got back into his truck picked up the remaining debris he raked up. I am so impressed. The neighborhood we moved from, many times there was fly away trash left behind up and down the street. Different company. Coastal definitely has a lot of pride in their work!

Services: Yard debris removal, Trash removal & disposal

13 Like

12

Measurements Ensuring High Service Levels
Startup Planning Continued

Town of Davie

24,044 S/F units
Twice a week Solid Waste
Once a month Bulk



- Total monthly services = 238,872
- Monthly Average MPU's = 15.75 ~ **(.001%)**
- ***Less than 1 MPU's per 10,000 services.***

North Miami Beach

8,490 S/F , M/F Units
Twice a week trash
Once a week recycling
Once a month bulk



- Total monthly services = 100,224
- Monthly Average MPU's = 30 ~ **(.0003%)**
- ***Less than 1 MPU's per 10,000 services.***

Pompano Beach

24,000 S/F units
2X a week Solid Waste
1X a week Recycling & Bulk



- Total monthly services = 415,860
- Monthly Average MPU's = 90 ~ **(.0002%)**
- ***Less than 1 MPU's per 10,000 services.***

Measurements Ensuring High Service Levels
Startup Planning Continued

Town of Lantana

3200 S/F units
Twice a week Solid Waste
Once a week Recycling
Once a week Bulk
Once a week Yardwaste



- Total monthly services = 69,280
- Monthly Average MPU's = 55 ~ **(.0007%)**
- ***Less than 1 MPU's per 10,000 services.***

City of Wilton Manors

3400 S/F Units
Twice a week trash
Once a week recycling
Once a month bulk
Once a month HHW



- Total monthly services = 50,966
- Monthly Average MPU's = 40 ~ **(.0007%)**
- ***Less than 1 MPU's per 10,000 services.***

Customer Service

Annual Collection Services in Broward County from August 2022 – July 2023:

- Fort Lauderdale – 2,080,000
- Pompano Beach – 3,074,000
- Davie – 5,200,000
- Broward Municipal Services Districts - 706,200

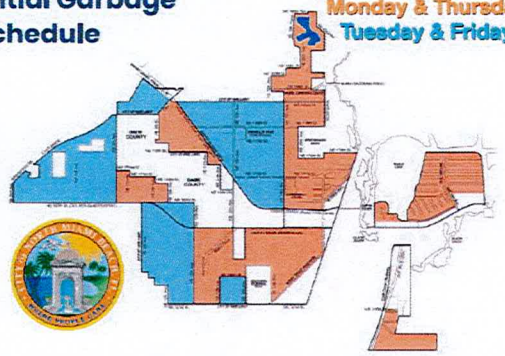
Total Services: 11,060,200

Custom City Magnets

2023 Residential Garbage Collection Schedule

Monday & Thursday
Tuesday & Friday

Your trash collection days remain the same. Recycling will be collected on Wednesday, and will take place every other week. Please reference the calendar for your designated recycling week. The colors on the calendar designate your recycling collection week based on the trash collection map provided.



January

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August

Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	6	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	28	30		

December

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Coastal
Waste & Recycling

If you have any questions, please contact Coastal Waste & Recycling NMB at (305) 384-7649.

RECYCLE BETTER. LIVE BETTER.

✓Only these go in the green cart. **NO plastic bags,** Place all items **LOOSE.**

✓Solo estos artículos van dentro del carreta **VERDE. NO bolsas de plástico.** Poner todos los artículos por **SEPARADO.**



Plastic Bottles, Jugs and Tubs
Botellas tinajas y envases plásticos



Aluminum Cans & Glass Bottles
Latas de alumino y Botellas de vidrio



Cardboard and Paper
Cartón y papel



Steel/Tin Cans
Latas de acero/estaño

For more information
Para obtener más información
coopercity@coastalwasteinc.com

CITY OF Cooper City
Someplace Special

NOT RECYCLABLE. NO RECICLABLE.

NO HAZARDOUS MATERIALS. NO MATERIALES PELIGROSOS.

These all go in the **BROWN** cart
Todos estos artículos van dentro de la carreta **CAFÉ.**



Food Containers
Contenedores de comida



Yard Waste
Desechos de jardín



Plastic Bags
Fundas de plastico



Garbage
Bolsa con Basura



Styrofoam
Articulo De Espuma De Poliestireno



Clothing
Ropa



Shredded Paper
Papel Triturado



Drink Cups
Vasos De Plastico



Plastic Utensils
Utensilios de plastico



Garden Hose
Manguera de jardín



Toys
Juguetes

17

Question 10: Finance

EBITDA is a widely used metric when analyzing corporate profitability. This metric adjusts earnings for non-cash expenses such as Depreciation & Amortization. Because Coastal is a fast-growing company, significant capital expenditures have been made to support growth. This has allowed Coastal to position itself as the premier waste & recycling collection company in Southeast Florida.

- **"EBITDA" = Earnings Before Interest, Taxes, Depreciation, & Amortization**

Depreciation & Amortization are added back to net earnings because they are **non-cash charges** that appear on a company's income statement and reduce accounting earnings (especially in asset-intensive industries)

2023 YTD Financial Overview

$215M
3rd Party Revenue YTD 2023

$40M
YTD Capital Spend 2023

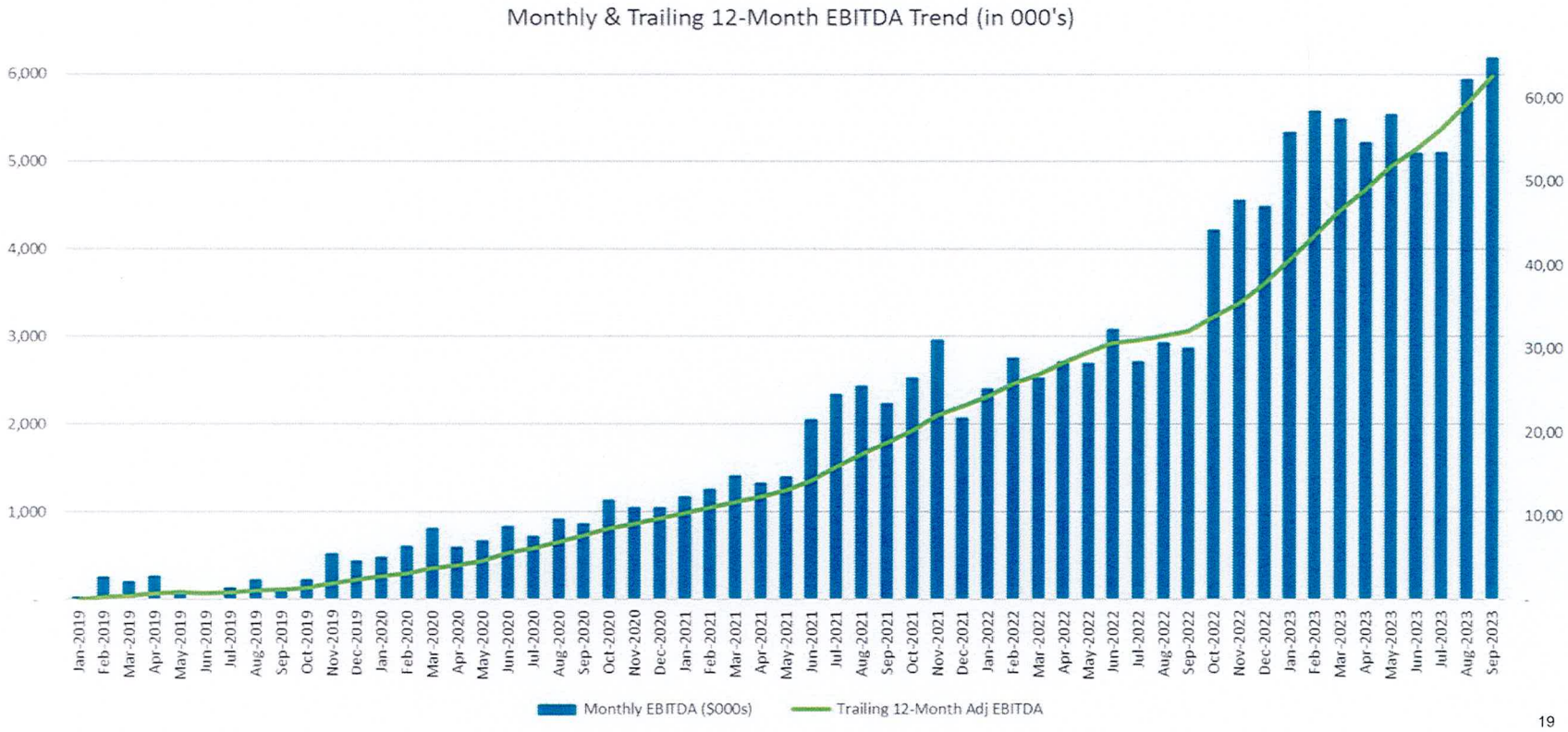
$50M
Adjusted EBITDA YTD 2023

$1.2B
Total Capital Invested into Coastal Waste since 2018

$70M
Q3 2023 EBITDA Run-Rate

18

Question 10: Finance



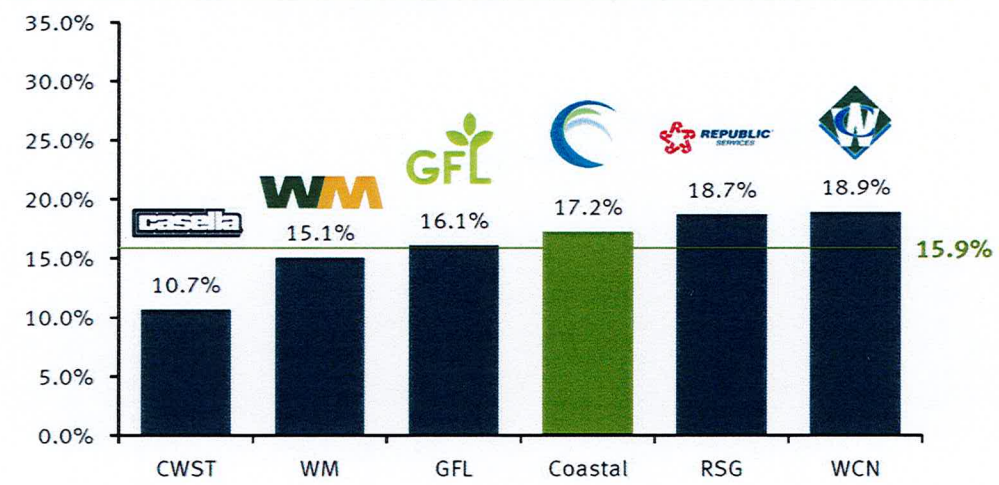
19

Question 11: Finance

Adjusted Free Cash Flow represents a company's ability to generate cash resulting from normalized operations and adjusted for a company's capital investments.

Peer Comparison of Free Cash Flow (FCF)

2022E FCF Margin(1)



Question 11: Finance

Coastal Waste & Recycling

Besides investor capital committed to Coastal's growth, Coastal has **$215M** of lending capacity!

MACQUARIE

$900M

Equity Invested

TD Bank

America's Most Convenient Bank*

$215M

Additional Lending Commitment

REGIONS

FIFTH THIRD BANK

MUFG

Huntington

WebsterBank

TRUIST

usbank

*Syndicated loan participants

Macquarie Letter

MACQUARIE

Macquarie Asset Management

125 W 55th Street New
York, NY 10022 UNITED
STATES

August 6, 2023

Mr. Brendon Pantano
CEO
Coastal Waste & Recycling, Inc. 2481 NW
Boca Raton Blvd.
Boca Raton, FL 33431

Dear Brendon,

Macquarie Infrastructure Partners VI, L.P. (together with Macquarie Infrastructure Partners VI SCSp, a parallel vehicle, and the alternative investment vehicles thereof in existence from time to time, "MIP VI") is the seventh vintage of North American focused infrastructure funds managed by Macquarie Asset Management (the "MIP funds"). Macquarie Asset Management is a leading asset manager with $543 billion of assets under management globally. Across the MIP funds, Macquarie Asset Management has $28 billion of assets under management as of March 31, 2023, having held a final close for MIP V with $6.9 billion in commitments and is currently fundraising for MIP VI.

In the waste sector, across these seven vintages, the MIP funds have invested over $5 billion of equity capital into nine separate solid waste businesses, with Coastal Waste & Recycling being the latest investment.

In addition to initial equity commitments, MIP funds maintain additional capital availability to support potential future growth investments. Across the various investment vehicles, the MIP funds have invested $4.1 billion in follow-on equity after acquisition to fund growth initiatives since inception, including $1.3 billion specifically invested to support MIP's existing waste services businesses.

MIP VI recapitalized Coastal Waste & Recycling on June 13, 2023, and has invested close to $800 million of equity in the business. This includes investing approximately $100 million of equity over the last 2 months to support the expansion of the business. MIP VI expects to continue to support the future growth of Coastal over time.

Yours sincerely,

Karl Kuchel, MIP CEO

Macquarie Asset Management (MAM) is the asset management division of Macquarie Group. MAM is a full-service asset manager offering a diverse range of products across public and private markets including fixed income, equities, multi-asset solutions, private credit, infrastructure, renewables, natural assets, real estate, and asset finance. The Public Investments business is a part of MAM and includes the following investment advisers: Macquarie Investment Management Business Trust (MIMBT), Macquarie Funds Management Hong Kong Limited, Macquarie Investment Management Austria Kapitalanlage AG, Macquarie Investment Management Global Limited, Macquarie Investment Management Europe Limited, and Macquarie Investment Management Europe S.A.

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Question 3: Scholarship Program

Coastal acknowledges its commitment over the life of the agreement to the city's scholarship program



Capacity, Transition + Experience

Contract awarded August 23, 2023/Contract began on October 1, 2023

- 3 Brand New Automated Side Load Trucks
- 1 Brand New Front Loaders / 200 Commercial Front Load Containers
- Needed and hired 6 employees prior to start
- 3,250 Single Family Unity

Contract awarded June 12, 2023/Contract began October 1, 2023

- 1 Brand New Automated Side Load Truck
- 2 Brand New Rear Loaders / 3500 Residential Carts
- 1 Front Load/ 80 Commercial Front Load Containers
- Needed and hired 7 employees prior to start
- 3,510 Single Family Units

Contract awarded February 8, 2022/Contract began on June 1, 2022

- 4 Brand New Automated Side Load Trucks
- 2 Brand New Rear Load Trucks
- 3 Brand New Front Loaders / 850 Commercial Front Load Containers
- 4 Brand New Clam Trucks.
- 17,000 Brand New Carts
- Needed and hired 25 employees prior to start
- 8,400 Single Family Units

Capacity, Transition + Experience

pompano beach
Florida's Warmest Welcome

Contract awarded December 14, 2021/Contract began October 1, 2022

- 11 Brand New Automated Side Load Trucks
- 9 Brand New Front Loaders / 2900 Commercial Front Load Containers
- 10 Roll Off Trucks / 600 Roll Off Containers, including 72 compactors.
- Needed and hired 64 employees prior to start
- 23,400 Single Family Units

Contract awarded January 21, 2021/Contract began on June 1, 2021

- 12 Brand New Automated Side Load Trucks
- 5 Brand New Front Loaders / 1500 Commercial Front Load Containers
- 5 Roll Off Trucks / 300 Roll Off Containers, including 25 compactors.
- 28,000 Brand New Carts
- Needed and hired 22 employees prior to start
- 25,130 Single Family Units

Contract awarded August 31, 2020/Contract began on December 1, 2020

- 6 Brand New Automated Side Load Trucks
- 1 Brand New Rear Loader
- Needed and hired 9 employees prior to start
- 39,540 Single Family Units

Capacity, Transition + Experience

Contract awarded July 14, 2021/Contract began October 1, 2021

- 2 Brand New Automated Side Load Trucks
- 755 Single Family Units
- 4 Brand New Grapple Trucks

Contract awarded December 11, 2019/Contract began on April 1, 2020

- 3 Brand New Automated Side Load Trucks
- 1 Brand New Front Loaders / 400 Commercial Front Load Containers
- Needed and hired 6 employees prior to start
- 4,250 Single Family Units

Contract awarded September 19, 2019/Contract began on October 1, 2019

- 1500 Residential Carts
- 2 Brand New Rear Load Trucks
- 1 Brand New Front Loaders
- Needed and hired 6 employees prior to start
- 1,540 Single Family Units

Transition Plan + Process

City of Cooper City, Florida
RFP 2023-2-PW, Solid Waste Removal Services
Addendum #1 – Clarifications

CITY OF Cooper City
Someplace Special

Addendum #1 - CLARIFICATIONS

(Issued Friday, October 13, 2023)

RFP 2023-2-PW, Solid Waste Removal Services

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

Question 1: Is C&D exclusive to this contract?

Answer 1: Yes, it is exclusive.

Question 2: Section 3.19, "Contractor Performance Reviews," can we receive details on the outline, methods, and metrics that will be used to evaluate the contractor's performance?

Answer 2: Please see Section 3.19.

Question 3: What is the projected growth for the city in terms of:

- *Single-family homes*
- *Multi-family buildings*
- *Commercial developments*

Answer 3: Anticipated development in Cooper City is not expected to see substantial growth in the foreseeable future.

Question 4: Is the hauler required to replace all existing carts with new carts at the start of the contract?

Answer 4: No.

Transition Plan + Process

EQUIPMENT LEASE AGREEMENT

Lessee: Coastal Waste & Recycling of Florida, Inc.
Address: 1840 NW 33rd St., Pompano Beach, FL 33064

Lessor: Waste Management Inc. of Florida
Address: 1800 N. Military Trail, Suite 201, Boca Raton, FL 33431

Equipment: Front End Load (FEL)containers (sizes 2 to 8 cubic yards) and compactors –"As is where is" status – City of Pompano Beach – **Exhibit B** contains a list of all FEL containers and their current locations; **Exhibit C** contains a list of Compactors and their current locations

Lease Term: August 1, 2022 to March 1, 2023

Amount of Monthly Rental Payments: $100.00 per FEL container and **$800.00 per Compactor,** per month or part thereof (no prorations).

If Lessee returns FEL containers in an empty condition on or before October 31, 2022 there will be no lease payment required for such FEL containers. Containers returned after that date will require payment by Lessee for the month or part without proration and administrative charges pursuant to Section 6.

Lease payments for Compactors commence on November 1, 2022and are due and payable in advance.

Security Deposit: None

Lessee must comply with the "Requirements of Transition Plan" set forth in Exhibit D attached hereto.

THIS LEASE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS

28

Transition Plan + Process

Cooper City:

- 224 Commercial and Multifamily Containers

Wilton Manors:

- 309 Commercial and Multifamily Containers

We completed the exchange in 2 weeks



Vehicles



All 6 Automated Side Loaders are in Stock and Parked Outside



Is in Stock and Parked At 2407 Hammondville Road Pompano Beach, FL

Equipment

Containers will be ordered immediately upon award.

We Use:

1. Iron Container
2. Built Rite
3. Wastequip
4. Mac



THANK YOU

www.coastalwasteinc.com


Coastal
Waste & Recycling
www.coastalwasteinc.com
114223
MACK


Coastal
Waste & Recycling
www.coastalwasteinc.com
114123

114023

113923

113823
MACK
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410722
Peterbilt
Coastal
Waste & Recycling
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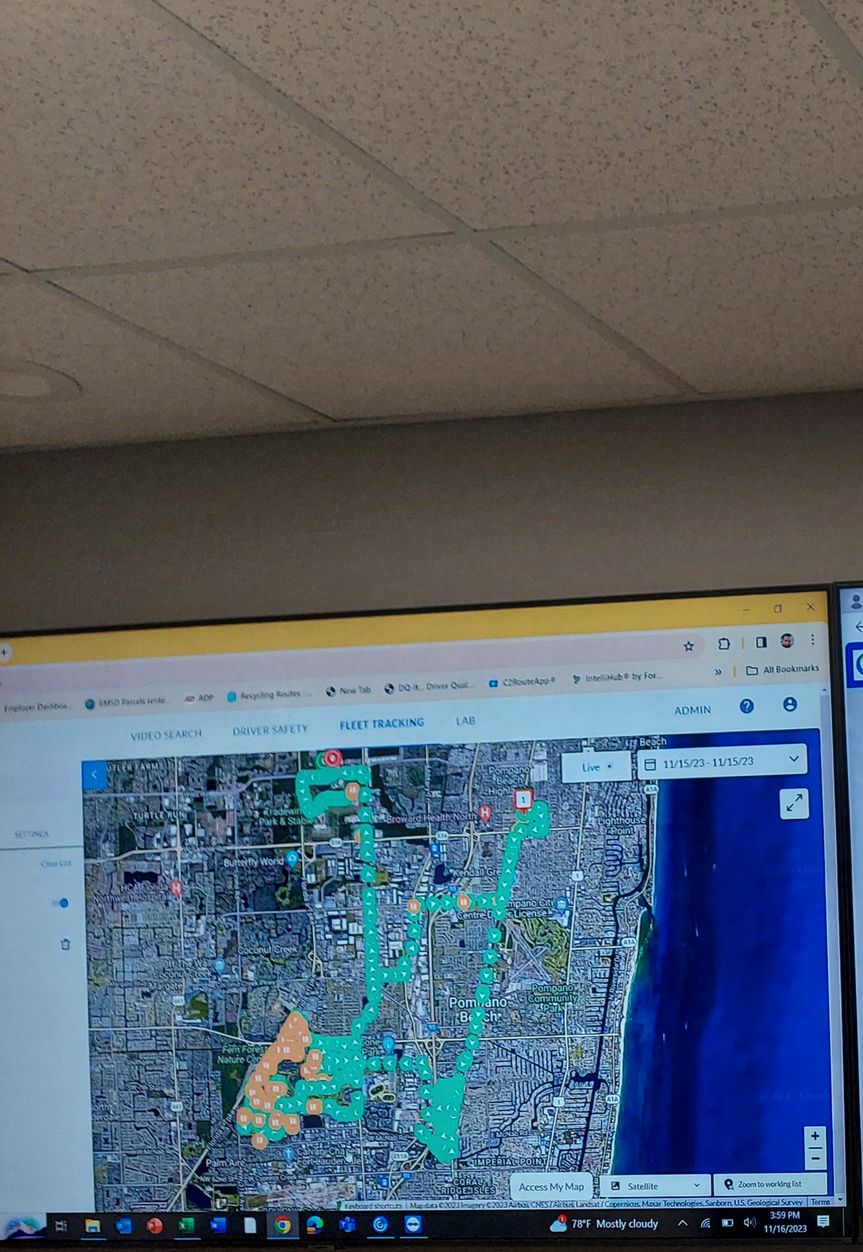
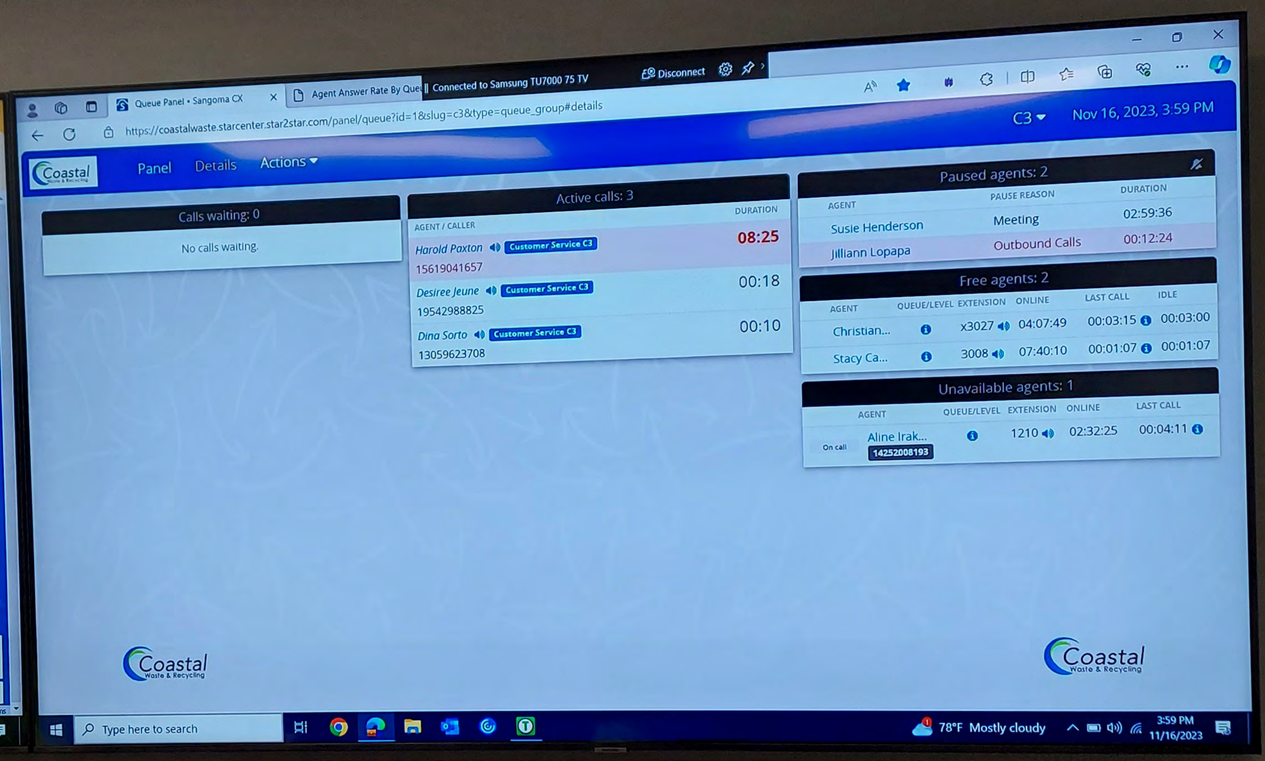
PRECISION
888-920-5060
MYFLORIDA.COM
SUNSHINE STATE


VIDEO SEARCH
DRIVER SAFETY
FLEET TRACKING
LAB
ADMIN
Live
11/15/23 - 11/15/23
Pompano Beach
Access My Map
Satellite
Zoom to working list
78°F Mostly cloudy
3:59 PM
11/16/2023


Connected to Samsung TU7000 75 TV
Disconnect
Queue Panel • Sangoma CX
Agent Answer Rate By Que
https://coastalwaste.starcenter.star2star.com/panel/queue?id=18&slug=c3&type=queue_group#details
C3
Nov 16, 2023, 3:59 PM
Coastal
Panel
Details
Actions
Calls waiting: 0
No calls waiting.
Active calls: 3
AGENT / CALLER
DURATION
Harold Paxton
Customer Service C3
15619041657
08:25
Desiree Jeune
Customer Service C3
19542988825
00:18
Dina Sorto
Customer Service C3
13059623708
00:10
Paused agents: 2
AGENT
PAUSE REASON
DURATION
Susie Henderson
Meeting
02:59:36
Jilliann Lopapa
Outbound Calls
00:12:24
Free agents: 2
AGENT
QUEUE/LEVEL
EXTENSION
ONLINE
LAST CALL
IDLE
Christian...
x3027
04:07:49
00:03:15
00:03:00
Stacy Ca...
3008
07:40:10
00:01:07
00:01:07
Unavailable agents: 1
AGENT
QUEUE/LEVEL
EXTENSION
ONLINE
LAST CALL
On call
Aline Irak...
14252008193
1210
02:32:25
00:04:11
Coastal
Waste & Recycling
Type here to search
78°F Mostly cloudy
3:59 PM
11/16/2023

PC & Mac

File Explorer
ClickShare

Finder
ClickShare

iOS & Android

ClickShare App

App Store

Google play

ClickShare-C3

ClickShare - C3 Conference Room
C3
Welcome to Coastal Three Conference Room

Wireless IP: 192.168.2.1

BARCO

ClickShare

Coastal

Connected to Samsung TU7000 75 TV

Disconnect

Forums

Tickets

Submit a ticket

Welcome to

Hi, how can we help you?

Enter the search term here...

A Community of

Browse articles
Explore How-To's and learn best practices from our knowledge base

Meet the community
Set up your support portal, populate it with useful solutions, and create a...

View all tickets
Track all your ticket's progress and your interaction with the suppo...

Submit a ticket
Describe your issue by filling up the support ticket form

Knowledge base
View all articles

General

Waste & Recycling

Coral Springs Residents

Forums
View all topics

ironwear

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida						Waste Pro					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	20	17	19	20	20	19.20	20	18	18	16	15	17.40	20	19	20	20	20	19.80	20	18	18	16	15	17.40
Qualifications and Experience of Key Personnel	10	8	9	10	10	10	9.40	10	8	9	8	10	9.00	10	9	10	10	10	9.80	8	9	9	8	8	8.40
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	25	26	28	30	25	26.80	20	26	18	25	25	22.80	28	28	29	30	30	29.00	25	24	23	10	15	19.40
Price Proposal	30	23	23	23	23	23	23.00	30	30	30	30	30	30.00	24.3	24.3	24.3	24.3	24.3	24.30	10.9	10.9	10.9	10.9	10.9	10.90
Past Performance including client references and years in business *(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)*	5	5	5	5	4	5	4.80	5	5	5	5	5	5.00	5	5	5	3	5	4.60	5	5	5	5	2	4.40
Demonstrated Financial Capability	5	5	4	5	5	5	4.80	0	3	0	0	5	1.60	5	5	5	5	5	5.00	5	5	5	5	5	5.00
Total Points	**100**	**86**	**84**	**90**	**92**	**88**	**88**	**85**	**90**	**80**	**84**	**90**	**86**	**92.3**	**90.3**	**93.3**	**92.3**	**94.3**	**93**	**73.9**	**71.9**	**70.9**	**54.9**	**55.9**	**66**

***** BULK RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 11/3/2023

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 X 30 = 30	30.0	30.0
Vendor B	$150.00	30	$100 / $150 X 30 = 20	20.0	20.0
Vendor C	$200.00	30	$100 / $200 X 30 = 15	15.0	15.0
Vendor D	$250.00	30	$100 / $250 X 30 = 12	12.0	12.0
Vendor E	$300.00	30	$100 / $300 X 30 = 10	10.0	10.0
Vendor F	$350.00	30	$100 / $350 X 30 = 8.6	8.6	8.6

RFP 2023-2-PW Pricing FORMULA - STANDARD					
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*
EWS	$3,925,773.86	30	$100 / $100 X 30 = 30	30.0	30.0
Waste Management	$4,848,035.99	30	$100 / $150 X 30 = 20	24.3	24.3
Coastal	$5,123,023.29	30	$100 / $200 X 30 = 15	23.0	23.0
Waste Pro	$10,835,109.44	30	$100 / $250 X 30 = 12	10.9	10.9

RFP 2023-2-PW Pricing FORMULA - OPTION A					
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*
Coastal	$7,257,469.41	30	$100 / $100 X 30 = 30	30.0	30.0
Waste Management	$8,495,855.51	30	$100 / $150 X 30 = 20	25.6	25.6
Waste Pro	$12,395,652.92	30	$100 / $200 X 30 = 15	17.6	17.6
		30	$100 / $250 X 30 = 12	#DIV/0!	#DIV/0!

RFP 2023-2-PW Pricing FORMULA - OPTION B

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*
Waste Management	$3,871,877.39	30	$100 / $100 X 30 = 30	30.0	30.0
EWS	$3,995,218.70	30	$100 / $150 X 30 = 20	29.1	29.1
Coastal	$5,123,023.29	30	$100 / $200 X 30 = 15	22.7	22.7
Waste Pro	$10,878,348.68	30	$100 / $250 X 30 = 12	10.7	10.7

RFP 2023-2-PW Pricing FORMULA - OPTION C					
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*
Waste Management	$3,461,759.75	30	$100 / $100 X 30 = 30	30.0	30.0
EWS	$4,527,192.38	30	$100 / $150 X 30 = 20	22.9	22.9
Coastal	$5,123,023.29	30	$100 / $200 X 30 = 15	20.3	20.3
Waste Pro	$11,517,765.32	30	$100 / $250 X 30 = 12	9.0	9.0

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida						Waste Pro					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	20	17	19	20	20	19.20	0	0	0	0	0	0.00	20	19	20	20	20	19.80	20	18	18	16	15	17.40
Qualifications and Experience of Key Personnel	10	8	9	10	10	10	9.40	0	0	0	0	0	0.00	10	9	10	10	10	9.80	8	9	9	8	8	8.40
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	25	26	29	30	28	27.60	0	0	0	0	0	0.00	28	28	30	30	28	28.80	25	24	23	10	18	20.00
Price Proposal	30	30	30	30	30	30	30.00	0	0	0	0	0	0.00	24.2	24.2	24.2	24.2	24.2	24.20	22.6	22.6	22.6	22.6	22.6	22.60
Past Performance including client references and years in business *(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)*	5	5	5	5	4	5	4.80	0	0	0	0	0	0.00	5	5	5	3	5	4.60	5	5	5	5	3	4.60
Demonstrated Financial Capability	5	5	4	5	5	5	4.80	0	0	0	0	0	0.00	5	5	5	5	5	5.00	5	5	5	5	5	5.00
Total Points	**100**	**93**	**91**	**98**	**99**	**98**	**96**	**0**	**0**	**0**	**0**	**0**	**0**	**92.2**	**90.2**	**94.2**	**92.2**	**92.2**	**92**	**85.6**	**83.6**	**82.6**	**66.6**	**71.6**	**78**

***** MSW, RECYCLING RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 11/3/2023

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 X 30 = 30	30.0	30.0
Vendor B	$150.00	30	$100 / $150 X 30 = 20	20.0	20.0
Vendor C	$200.00	30	$100 / $200 X 30 = 15	15.0	15.0
Vendor D	$250.00	30	$100 / $250 X 30 = 12	12.0	12.0
Vendor E	$300.00	30	$100 / $300 X 30 = 10	10.0	10.0
Vendor F	$350.00	30	$100 / $350 X 30 = 8.6	8.6	8.6

RFP 2023-2-PW 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*
Coastal	$36,834,601.02	30	$100 / $100 X 30 = 30	30.0	30.0
Waste Management	$45,720,627.24	30	$100 / $150 X 30 = 20	24.2	24.2
Waste Pro	$48,955,302.94	30	$100 / $200 X 30 = 15	22.6	22.6
		30	$100 / $250 X 30 = 12	#DIV/0!	#DIV/0!

Vendor	Residential MSW	Residential Recy	Bulk Current	Bulk A	Bulk B	Bulk C	Additional Bulk	Emergency Bulk	Commercial	Rolloff	Bulk Current (Standard) Service Level Total	MSW, Res Recycling, Commercial and Rolloff
Coastal	$ 10,669,610.04	$ 6,592,018.68	$ 4,959,409.80	$ 7,093,855.92	$ 4,959,409.80	$ 4,959,409.80	$ 162,840.00	$ 773.49	$ 19,565,603.78	$ 7,368.52	$ 5,123,023.29	$ 36,834,601.02
Waste Management	$ 17,524,995.00	$ 6,305,067.36	$ 4,444,469.76	$ 8,092,289.28	$ 3,468,311.16	$ 3,058,193.52	$ 400,960.00	$ 2,606.23	$ 21,881,984.40	$ 8,580.48	$ 4,848,035.99	$ 45,720,627.24
EWS			$ 3,802,432.56		$ 3,871,877.40	$ 4,403,851.08	$ 122,120.00	$ 1,221.30			$ 3,925,773.86	$ -
Waste Pro	$ 19,833,708.36	$ 9,772,068.24	$ 10,708,918.44	$ 12,269,461.92	$ 10,752,157.68	$ 11,391,574.32	$ 122,120.00	$ 4,071.00	$ 19,339,019.81	$ 10,506.53	$ 10,835,109.44	$ 48,955,302.94

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida						Waste Pro					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	20	0	0	0	0	0.00	~~20~~	0	0	0	0	0.00	20	0	0	0	0	0.00	20	0	0	0	0	0.00
Qualifications and Experience of Key Personnel	10	8	0	0	0	0	0.00	~~10~~	0	0	0	0	0.00	10	0	0	0	0	0.00	8	0	0	0	0	0.00
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	25	0	0	0	0	0.00	~~25~~	0	0	0	0	0.00	28	0	0	0	0	0.00	25	0	0	0	0	0.00
Price Proposal	30	0	0	0	0	0	0.00	0	0	0	0	0	0.00	0	0	0	0	0	0.00	0	0	0	0	0	0.00
Past Performance including client references and years in business *(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)*	5	5	0	0	0	0	0.00	0	0	0	0	0	0.00	5	0	0	0	0	0.00	5	0	0	0	0	0.00
Demonstrated Financial Capability	5	5	0	0	0	0	0.00	0	0	0	0	0	0.00	5	0	0	0	0	0.00	5	0	0	0	0	0.00
Total Points	**100**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
		63						0						68						63					

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 10/20/2023

Resid | Recycle

Dawn Deland acpw

11/3/23

Non-Bulk

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida						Waste Pro					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	0	17	0	0	0	3.40	0	18	0	0	0	3.60	0	19	0	0	0	3.80	0	18	0	0	0	3.60
Qualifications and Experience of Key Personnel	10	0	9	0	0	0	1.80	0	8	0	0	0	1.60	0	9	0	0	0	1.80	0	9	0	0	0	1.80
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	0	26	0	0	0	5.20	0	26	0	0	0	5.20	0	28	0	0	0	5.60	0	24	0	0	0	4.80
Price Proposal	30	0	0	0	0	0	0.00	0	0	0	0	0	0.00	0	0	0	0	0	0.00	0	0	0	0	0	0.00
Past Performance including client references and years in business *(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)*	5	0	5	0	0	0	1.00	0	5	0	0	0	1.00	0	5	0	0	0	1.00	0	5	0	0	0	1.00
Demonstrated Financial Capability	5	0	4	0	0	0	0.80	0	3	0	0	0	0.60	0	5	0	0	0	1.00	0	5	0	0	0	1.00
Total Points	**100**	**0**	**61**	**0**	**0**	**0**	**12**	**0**	**60**	**0**	**0**	**0**	**12**	**0**	**66**	**0**	**0**	**0**	**13**	**0**	**61**	**0**	**0**	**0**	**12**

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 10/20/2023

11/3/23

Meeting Date: 12/12/2023 Item #25.

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida						Waste Pro					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	0	0	19	0	0	0.00	0	0	0	0	0	0.00	0	0	20	0	0	0.00	0	0	18	0	0	0.00
Qualifications and Experience of Key Personnel	10	0	0	10	0	0	0.00	0	0	0	0	0	0.00	0	0	18	0	0	0.00	0	0	9	0	0	0.00
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	0	0	29	0	0	0.00	0	0	0	0	0	0.00	0	0	30	0	0	0.00	0	0	23	0	0	0.00
Price Proposal	30	0	0	0	0	0	0.00	0	0	0	0	0	0.00	0	0	0	0	0	0.00	0	0	0	0	0	0.00
Past Performance including client references and years in business *(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)*	5	0	0	5	0	0	0.00	0	0	0	0	0	0.00	0	0	5	0	0	0.00	0	0	5	0	0	0.00
Demonstrated Financial Capability	5	0	0	5	0	0	0.00	0	0	0	0	0	0.00	0	0	5	0	0	0.00	0	0	5	0	0	0.00
Total Points	**100**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 10/20/2023

*MSW

11-03-23

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida						Waste Pro					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	0	0	0	20	0	0.00	0	0	0	0	0	0.00	0	0	0	20	0	0.00	0	0	0	16	0	0.00
Qualifications and Experience of Key Personnel	10	0	0	0	10	0	0.00	0	0	0	0	0	0.00	0	0	0	10	0	0.00	0	0	0	8	0	0.00
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	0	0	0	30	0	0.00	0	0	0	0	0	0.00	0	0	0	30	0	0.00	0	0	0	10	0	0.00
Price Proposal	30	0	0	0	0	0	0.00	0	0	0	0	0	0.00	0	0	0	0	0	0.00	0	0	0	0	0	0.00
Past Performance including client references and years in business *(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)*	5	0	0	0	4	0	0.00	0	0	0	0	0	0.00	0	0	0	3½	0	0.00	0	0	0	5	0	0.00
Demonstrated Financial Capability	5	0	0	0	5	0	0.00	0	0	0	0	0	0.00	0	0	0	5	0	0.00	0	0	0	5	0	0.00
Total Points	**100**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 10/20/2023

11/3/23

All

N Austin 11/3/23

Meeting Date: 12/12/2023 Item #25.

MSD/Recycling

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida						Waste Pro					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	0	0	0	0	20	0.00	0	0	0	0	0	0.00	0	0	0	0	20	0.00	0	0	0	0	15	0.00
Qualifications and Experience of Key Personnel	10	0	0	0	0	10	0.00	0	0	0	0	0	0.00	0	0	0	0	10	0.00	0	0	0	0	8	0.00
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	0	0	0	0	28	0.00	0	0	0	0	0	0.00	0	0	0	28	28	0.00	0	0	0	0	18	0.00
Price Proposal	30	0	0	0	0	0	0.00	0	0	0	0	0	0.00	0	0	0	0	0	0.00	0	0	0	0	0	0.00
Past Performance including client references and years in business *(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)*	5	0	0	0	0	5	0.00	0	0	0	0	0	0.00	0	0	0	0	5	0.00	0	0	0	0	3	0.00
Demonstrated Financial Capability	5	0	0	0	0	5	0.00	0	0	0	0	0	0.00	0	0	0	0	5	0.00	0	0	0	0	5	0.00
Total Points	**100**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 10/20/2023

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida						Waste Pro					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	20	0	0	0	0	4.00	20	0	0	0	0	4.00	20	0	0	0	0	4.00	20	0	0	0	0	4.00
Qualifications and Experience of Key Personnel	10	8	0	0	0	0	1.60	10	0	0	0	0	2.00	10	0	0	0	0	2.00	8	0	0	0	0	1.60
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	25	0	0	0	0	5.00	20	0	0	0	0	4.00	28	0	0	0	0	5.60	25	0	0	0	0	5.00
Price Proposal	30	0	0	0	0	0	0.00	0	0	0	0	0	0.00	0	0	0	0	0	0.00	0	0	0	0	0	0.00
Past Performance including client references and years in business *(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)*	5	5	0	0	0	0	1.00	5	0	0	0	0	1.00	5	0	0	0	0	1.00	5	0	0	0	0	1.00
Demonstrated Financial Capability	5	5	0	0	0	0	1.00	0	0	0	0	0	0.00	5	0	0	0	0	1.00	5	0	0	0	0	1.00
Total Points	**100**	**63**	**0**	**0**	**0**	**0**	**13**	**55**	**0**	**0**	**0**	**0**	**11**	**68**	**0**	**0**	**0**	**0**	**14**	**63**	**0**	**0**	**0**	**0**	**13**

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 10/20/2023

"Bulk" only
Dawn DeLand, CCPW
11/3/23

Bulk Waste only

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida						Waste Pro					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	0	0 17	0	0	0	0.00	0	0 18	0	0	0	0.00	0	0 19	0	0	0	0.00	0	0 18	0	0	0	0.00
Qualifications and Experience of Key Personnel	10	0	0 9	0	0	0	0.00	0	0 8	0	0	0	0.00	0	0 9	0	0	0	0.00	0	0 9	0	0	0	0.00
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	0	0 26	0	0	0	0.00	0	0 26	0	0	0	0.00	0	0 28	0	0	0	0.00	0	0 24	0	0	0	0.00
Price Proposal	30	0	0	0	0	0	0.00	0	0	0	0	0	0.00	0	0	0	0	0	0.00	0	0	0	0	0	0.00
Past Performance including client references and years in business *(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)*	5	0	0 3	0	0	0	0.00	0	0 5	0	0	0	0.00	0	0 3	0	0	0	0.00	0	0 5	0	0	0	0.00
Demonstrated Financial Capability	5	0	0 4	0	0	0	0.00	0	0 3	0	0	0	0.00	0	0 2	0	0	0	0.00	0	0 5	0	0	0	0.00
Total Points	**100**	**0**	**0 61**	**0**	**0**	**0**	**0**	**0**	**0 60**	**0**	**0**	**0**	**0**	**0**	**0 56**	**0**	**0**	**0**	**0**	**0**	**0 51**	**0**	**0**	**0**	**0**

*Assumes all service

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 10/20/2023

11/3/23

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida						Waste Pro					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	0	0	19	0	0	0.00	0	0	18	0	0	0.00	0	0	20	0	0	0.00	0	0	18	0	0	0.00
Qualifications and Experience of Key Personnel	10	0	0	10	0	0	0.00	0	0	9	0	0	0.00	0	0	10	0	0	0.00	0	0	9	0	0	0.00
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	0	0	28	0	0	0.00	0	0	18	0	0	0.00	0	0	29	0	0	0.00	0	0	23	0	0	0.00
Price Proposal	30	0	0	0	0	0	0.00	0	0	0	0	0	0.00	0	0	0	0	0	0.00	0	0	0	0	0	0.00
Past Performance including client references and years in business *(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)*	5	0	0	5	0	0	0.00	0	0	5	0	0	0.00	0	0	5	0	0	0.00	0	0	5	0	0	0.00
Demonstrated Financial Capability	5	0	0	5	0	0	0.00	0	0	0	0	0	0.00	0	0	5	0	0	0.00	0	0	5	0	0	0.00
Total Points	**100**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 10/20/2023

*BULK

11-03-23

Christopher DeGiovanni

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida						Waste Pro					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	0	0	0	20	0	0.00	0	0	0	16	0	0.00	0	0	0	20	0	0.00	0	0	0	16	0	0.00
Qualifications and Experience of Key Personnel	10	0	0	0	10	0	0.00	0	0	0	8	0	0.00	0	0	0	16	0	0.00	0	0	0	8	0	0.00
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	0	0	0	30	0	0.00	0	0	0	25	0	0.00	0	0	0	30	0	0.00	0	0	0	10	0	0.00
Price Proposal	30	0	0	0	0	0	0.00	0	0	0	0	0	0.00	0	0	0	0	0	0.00	0	0	0	0	0	0.00
Past Performance including client references and years in business *(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)*	5	0	0	0	4	0	0.00	0	0	0	5	0	0.00	0	0	0	3	0	0.00	0	0	0	5	0	0.00
Demonstrated Financial Capability	5	0	0	0	5	0	0.00	0	0	0	0	0	0.00	0	0	0	5	0	0.00	0	0	0	5	0	0.00
Total Points	**100**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 10/20/2023

11/3/23

NA 11/3/23

Meeting Date: 12/12/2023 Item #25.

Bulk

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida						Waste Pro					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	0	0	0	0	20	0.00	0	0	0	0	15	0.00	0	0	0	0	20	0.00	0	0	0	0	15	0.00
Qualifications and Experience of Key Personnel	10	0	0	0	0	10	0.00	0	0	0	0	10	0.00	0	0	0	0	10	0.00	0	0	0	0	8	0.00
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	0	0	0	0	25	0.00	0	0	0	0	25	0.00	0	0	0	0	30	0.00	0	0	0	0	15	0.00
Price Proposal	30	0	0	0	0	0	0.00	0	0	0	0	0	0.00	0	0	0	0	0	0.00	0	0	0	0	0	0.00
Past Performance including client references and years in business *(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)*	5	0	0	0	0	5 0	0.00	0	0	0	0	5	0.00	0	0	0	0	5	0.00	0	0	0	0	2	0.00
Demonstrated Financial Capability	5	0	0	0	0	5	0.00	0	0	0	0	5	0.00	0	0	0	0	5	0.00	0	0	0	0	5	0.00
Total Points	**100**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 10/20/2023

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	18	17	20	20	20	19.00	20	19	19	20	20	19.60
Qualifications and Experience of Key Personnel	10	10	8	10	10	10	9.60	10	9	9	10	10	9.60
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	30	27	30	30	29	29.20	30	29	30	30	30	29.80
Price Proposal	30	30	30	30	30	30	30.00	24.2	24.2	24.2	24.2	24.2	24.20
Past Performance including client references and years in business *(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)*	5	5	4	5	4	5	4.60	5	5	5	4	5	4.80
Demonstrated Financial Capability	5	5	5	5	5	5	5.00	5	5	5	5	5	5.00
Total Points	**100**	**98**	**91**	**100**	**99**	**99**	**97**	**94.2**	**91.2**	**92.2**	**93.2**	**94.2**	**93**

***** MSW, RECYCLING RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 11/08/2023

1484

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 X 30 = 30	30.0	30.0
Vendor B	$150.00	30	$100 / $150 X 30 = 20	20.0	20.0
Vendor C	$200.00	30	$100 / $200 X 30 = 15	15.0	15.0
Vendor D	$250.00	30	$100 / $250 X 30 = 12	12.0	12.0
Vendor E	$300.00	30	$100 / $300 X 30 = 10	10.0	10.0
Vendor F	$350.00	30	$100 / $350 X 30 = 8.6	8.6	8.6

RFP 2023-2-PW 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*
		30	$100 / $100 X 30 = 30	#DIV/0!	#DIV/0!
		30	$100 / $150 X 30 = 20	#DIV/0!	#DIV/0!
		30	$100 / $200 X 30 = 15	#DIV/0!	#DIV/0!
		30	$100 / $250 X 30 = 12	#DIV/0!	#DIV/0!

^^^ NOTE: PRICING scores transfer from the 1st Evaluation Committee Meeting tabulation; this tabulation is from Presentations and Q&A ^^^

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	20	17	19	20	18	18.80	20	19	20	16	20	19.00	20	19	19	20	18	19.20
Qualifications and Experience of Key Personnel	10	10	8	10	10	9	9.40	10	8	10	8	10	9.20	8	9	10	10	10	9.40
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	30	27	29	30	28	28.80	28	28	25	25	28	26.80	28	29	29	30	27	28.60
Price Proposal	30	23	23	23	23	23	23.00	30	30	30	30	30	30.00	24.3	24.3	24.3	24.3	24.3	24.30
Past Performance including client references and years in business *(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)*	5	5	4	5	4	5	4.60	5	5	5	5	5	5.00	5	5	5	4	5	4.80
Demonstrated Financial Capability	5	5	5	5	5	5	5.00	4	3	5	3	4	3.80	5	5	5	5	5	5.00
Total Points	**100**	**93**	**84**	**91**	**92**	**88**	**90**	**97**	**93**	**95**	**87**	**97**	**94**	**90.3**	**91.3**	**92.3**	**93.3**	**89.3**	**91**

***** BULK RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 11/08/2023

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 X 30 = 30	30.0	30.0
Vendor B	$150.00	30	$100 / $150 X 30 = 20	20.0	20.0
Vendor C	$200.00	30	$100 / $200 X 30 = 15	15.0	15.0
Vendor D	$250.00	30	$100 / $250 X 30 = 12	12.0	12.0
Vendor E	$300.00	30	$100 / $300 X 30 = 10	10.0	10.0
Vendor F	$350.00	30	$100 / $350 X 30 = 8.6	8.6	8.6

RFP 2023-2-PW 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*
		30	$100 / $100 X 30 = 30	#DIV/0!	#DIV/0!
		30	$100 / $150 X 30 = 20	#DIV/0!	#DIV/0!
		30	$100 / $200 X 30 = 15	#DIV/0!	#DIV/0!
		30	$100 / $250 X 30 = 12	#DIV/0!	#DIV/0!

^^^ NOTE: PRICING scores transfer from the 1st Evaluation Committee Meeting tabulation; this tabulation is from Presentations and Q&A ^^^

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	0 20	0	0	0	0	0.00	0 20	0	0	0	0	0.00	0 20	0	0	0	0	0.00
Qualifications and Experience of Key Personnel	10	0 10	0	0	0	0	0.00	0 10	0	0	0	0	0.00	0 8	0	0	0	0	0.00
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	0 30	0	0	0	0	0.00	0 28	0	0	0	0	0.00	0 28	0	0	0	0	0.00
Price Proposal	30	23	23	23	23	23	23.00	30	30	30	30	30	30.00	24.3	24.3	24.3	24.3	24.3	24.30
Past Performance including client references and years in business *(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)*	5	0 5	0	0	0	0	0.00	0 5	0	0	0	0	0.00	0 5	0	0	0	0	0.00
Demonstrated Financial Capability	5	0 5	0	0	0	0	0.00	0 4	0	0	0	0	0.00	0 5	0	0	0	0	0.00
Total Points	**100**	**23**	**23**	**23**	**23**	**23**	**23**	**30**	**30**	**30**	**30**	**30**	**30**	**24.3**	**24.3**	**24.3**	**24.3**	**24.3**	**24**
		70						60						66					

***** BULK RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Dawn Deland 11/8/23

Prepared by: Purchasing Division
Date: 11/08/2023

Meeting Date: 12/12/2023 Item #25.

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	0	017	0	0	0	0.00	0	019	0	0	0	0.00	0	019	0	0	0	0.00
Qualifications and Experience of Key Personnel	10	0	08	0	0	0	0.00	0	08	0	0	0	0.00	0	09	0	0	0	0.00
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	0	027	0	0	0	0.00	0	028	0	0	0	0.00	0	029	0	0	0	0.00
Price Proposal	30	23	23	23	23	23	23.00	30	30	30	30	30	30.00	24.3	24.3	24.3	24.3	24.3	24.30
Past Performance including client references and years in business *(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)*	5	0	04	0	0	0	0.00	0	05	0	0	0	0.00	0	05	0	0	0	0.00
Demonstrated Financial Capability	5	0	05	0	0	0	0.00	0	03	0	0	0	0.00	0	05	0	0	0	0.00
Total Points	**100**	**23**	**23**	**23**	**23**	**23**	**23**	**30**	**30**	**30**	**30**	**30**	**30**	**24.3**	**24.3**	**24.3**	**24.3**	**24.3**	**24**

***** BULK RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 11/08/2023

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	0	0	19	0	0	0.00	0	0	20	0	0	0.00	0	0	19	0	0	0.00
Qualifications and Experience of Key Personnel	10	0	0	10	0	0	0.00	0	0	10	0	0	0.00	0	0	10	0	0	0.00
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	0	0	29	0	0	0.00	0	0	25	0	0	0.00	0	0	29	0	0	0.00
Price Proposal	30	23	23	23	23	23	23.00	30	30	30	30	30	30.00	24.3	24.3	24.3	24.3	24.3	24.30
Past Performance including client references and years in business *(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)*	5	0	0	5	0	0	0.00	0	0	5	0	0	0.00	0	0	5	0	0	0.00
Demonstrated Financial Capability	5	0	0	5	0	0	0.00	0	0	5	0	0	0.00	0	0	5	0	0	0.00
Total Points	**100**	**23**	**23**	**23**	**23**	**23**	**23**	**30**	**30**	**30**	**30**	**30**	**30**	**24.3**	**24.3**	**24.3**	**24.3**	**24.3**	**24**

***** BULK RANKING *****

(Use of credit letter?)

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 11/08/2023

*MSW/recy.

11-08-23

Christopher De Giovanni

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	0	0	0	20 0	0	0.00	0	0	0	16 0	0	0.00	0	0	0	20 0	0	0.00
Qualifications and Experience of Key Personnel	10	0	0	0	10 0	0	0.00	0	0	0	8 0	0	0.00	0	0	0	10 0	0	0.00
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	0	0	0	30 0	0	0.00	0	0	0	25 0	0	0.00	0	0	0	30 0	0	0.00
Price Proposal	30	23	23	23	23	23	23.00	30	30	30	30	30	30.00	24.3	24.3	24.3	24.3	24.3	24.30
Past Performance including client references and years in business *(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)*	5	0	0	0	4 0	0	0.00	0	0	0	5 0	0	0.00	0	0	0	4 0	0	0.00
Demonstrated Financial Capability	5	0	0	0	5 0	0	0.00	0	0	0	3 0	0	0.00	0	0	0	5 0	0	0.00
Total Points	**100**	**23**	**23**	**23**	**23**	**23**	**23**	**30**	**30**	**30**	**30**	**30**	**30**	**24.3**	**24.3**	**24.3**	**24.3**	**24.3**	**24**

***** BULK RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 11/08/2023

11/8/23
Bulk

Notosha Austin

Meeting Date: 12/12/2023 Item #25.

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	0	0	0	0	18	0.00	0	0	0	0	20	0.00	0	0	0	0	18	0.00
Qualifications and Experience of Key Personnel	10	0	0	0	0	9	0.00	0	0	0	0	10	0.00	0	0	0	0	10	0.00
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	0	0	0	0	28	0.00	0	0	0	0	28	0.00	0	0	0	0	27	0.00
Price Proposal	30	23	23	23	[illegible]	23	23.00	30	30	30	30	30	30.00	24.3	24.3	24.3	[illegible]	24.3	24.30
Past Performance including client references and years in business *(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)*	5	0	0	0	0	5	0.00	0	0	0	0	5	0.00	0	0	0	0	5	0.00
Demonstrated Financial Capability	5	0	0	0	0	5	0.00	0	0	0	0	4	0.00	0	0	0	0	5	0.00
Total Points	**100**	**23**	**23**	**23**	**23**	**23**	**23**	**30**	**30**	**30**	**30**	**30**	**30**	**24.3**	**24.3**	**24.3**	**24.3**	**24.3**	**24**

***** BULK RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 11/08/2023

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	018	0	0	0	0	0.00	020	0	0	0	0	0.00
Qualifications and Experience of Key Personnel	10	010	0	0	0	0	0.00	010	0	0	0	0	0.00
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	030	0	0	0	0	0.00	030	0	0	0	0	0.00
Price Proposal	30	30	30	30	30	30	30.00	24.2	24.2	24.2	24.2	24.2	24.20
Past Performance including client references and years in business *(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)*	5	05	0	0	0	0	0.00	05	0	0	0	0	0.00
Demonstrated Financial Capability	5	05	0	0	0	0	0.00	05	0	0	0	0	0.00
Total Points	**100**	**30**	**30**	**30**	**30**	**30**	**30**	**24.2**	**24.2**	**24.2**	**24.2**	**24.2**	**24**
		68						70					

***** MSW, RECYCLING RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Dawn DeLand 11/8/23

Prepared by: Purchasing Division
Date: 11/08/2023

11/8/23 Nadeau

Meeting Date: 12/12/2023 Item #25.

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	0	0 17	0	0	0	0.00	0	0 19	0	0	0	0.00
Qualifications and Experience of Key Personnel	10	0	0 8	0	0	0	0.00	0	0 9	0	0	0	0.00
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	0	0 27	0	0	0	0.00	0	0 29	0	0	0	0.00
Price Proposal	30	30	30	30	30	30	30.00	24.2	24.2	24.2	24.2	24.2	24.20
Past Performance including client references and years in business *(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)*	5	0	0 4	0	0	0	0.00	0	0 5	0	0	0	0.00
Demonstrated Financial Capability	5	0	0 5	0	0	0	0.00	0	0 5	0	0	0	0.00
Total Points	**100**	**30**	**30**	**30**	**30**	**30**	**30**	**24.2**	**24.2**	**24.2**	**24.2**	**24.2**	**24**

***** MSW, RECYCLING RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 11/08/2023

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	0	0	20	0	0	0.00	0	0	19	0	0	0.00
Qualifications and Experience of Key Personnel	10	0	0	10	0	0	0.00	0	0	9	0	0	0.00
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	0	0	30	0	0	0.00	0	0	30	0	0	0.00
Price Proposal	30	30	30	30	30	30	30.00	24.2	24.2	24.2	24.2	24.2	24.20
Past Performance including client references and years in business *(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)*	5	0	0	5	0	0	0.00	0	0	5	0	0	0.00
Demonstrated Financial Capability	5	0	0	5	0	0	0.00	0	0	5	0	0	0.00
Total Points	**100**	**30**	**30**	**30**	**30**	**30**	**30**	**24.2**	**24.2**	**24.2**	**24.2**	**24.2**	**24**

***** MSW, RECYCLING RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 11/08/2023

MSW /recy
11-8-23
Christopher DeGiovanni

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	0	0	0	20 0	0	0.00	0	0	0	20 0	0	0.00
Qualifications and Experience of Key Personnel	10	0	0	0	10 0	0	0.00	0	0	0	10 0	0	0.00
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	0	0	0	30 0	0	0.00	0	0	0	30 0	0	0.00
Price Proposal	30	30	30	30	30	30	30.00	24.2	24.2	24.2	24.2	24.2	24.20
Past Performance including client references and years in business *(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)*	5	0	0	0	4 0	0	0.00	0	0	0	4 0	0	0.00
Demonstrated Financial Capability	5	0	0	0	5 0	0	0.00	0	0	0	5 0	0	0.00
Total Points	**100**	**30**	**30**	**30**	**30**	**30**	**30**	**24.2**	**24.2**	**24.2**	**24.2**	**24.2**	**24**

***** MSW, RECYCLING RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

DD
11/8/23
AN

Prepared by: Purchasing Division
Date: 11/08/2023

Meeting Date: 12/12/2023 Item #25.

Notosha Austin 11/8/23

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	0	0	0	0	20	0.00	0	0	0	0	20	0.00
Qualifications and Experience of Key Personnel	10	0	0	0	0	10	0.00	0	0	0	0	10	0.00
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	0	0	0	0	29	0.00	0	0	0	0	30	0.00
Price Proposal	30	30	30	30	30	30	30.00	24.2	24.2	24.2	24.2	24.2	24.20
Past Performance including client references and years in business *(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)*	5	0	0	0	0	5	0.00	0	0	0	0	5	0.00
Demonstrated Financial Capability	5	0	0	0	0	5	0.00	0	0	0	0	5	0.00
Total Points	**100**	**30**	**30**	**30**	**30**	**30**	**30**	**24.2**	**24.2**	**24.2**	**24.2**	**24.2**	**24**

***** MSW, RECYCLING RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 11/08/2023

Initial Term Totals ***** CONTRACT FOR RESIDENTIAL WASTE, RECYLCING, COMMERCIAL AND ROLLOFF ***** **BULK SEPARATE CONTRACT**

Vendor	Residential	Residential Recy	Bulk Current	Bulk A	Bulk B	Bulk C	Additional Bulk	Emergency Bulk	Commercial	Rolloff	**Total**
Coastal	$ 10,669,610.04	$ 6,592,018.68							$ 19,565,603.78	$ 7,368.52	**$ 36,834,601.02**
Waste Management	$ 17,524,995.00	$ 6,305,067.36							$ 21,881,984.40	$ 8,580.48	**$ 45,720,627.24**

Initial Term Totals ***** SINGULAR CONTRACT FOR ALL SERVICES *****

Vendor	Residential	Residential Recy	Bulk Current	Bulk A	Bulk B	Bulk C	Additional Bulk	Emergency Bulk	Commercial	Rolloff
Coastal	$ 10,669,610.04	$ 6,592,018.68	$ 4,959,409.80	$ 7,093,855.92	$ 4,959,409.80	$ 4,959,409.80	$ 162,840.00	$ 773.49	$ 19,565,603.78	$ 7,368.52
Waste Management	$ 17,524,995.00	$ 6,305,067.36	$ 4,444,469.76	$ 8,092,289.28	$ 3,468,311.16	$ 3,058,193.52	$ 400,960.00	$ 2,606.23	$ 21,881,984.40	$ 8,580.48

***** BULK SEPARATE CONTRACT *****

Vendor	Residential MSW	Residential Recy	Bulk Current	Bulk A	Bulk B	Bulk C	Additional Bulk	Emergency Bulk	Commercial	Rolloff	Bulk Current (Standard) Service Level Total
Coastal	$ 10,669,610.04	$ 6,592,018.68	$ 4,959,409.80	$ 7,093,855.92	$ 4,959,409.80	$ 4,959,409.80	$ 162,840.00	$ 773.49	$ 19,565,603.78	$ 7,368.52	$ 5,123,023.29
Waste Management	$ 17,524,995.00	$ 6,305,067.36	$ 4,444,469.76	$ 8,092,289.28	$ 3,468,311.16	$ 3,058,193.52	$ 400,960.00	$ 2,606.23	$ 21,881,984.40	$ 8,580.48	$ 4,848,035.99
EWS			$ 3,802,432.56		$ 3,871,877.40	$ 4,403,851.08	$ 122,120.00	$ 1,221.30			$ 3,925,773.86

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	18	17	20	20	20	19.00	20	19	19	20	20	19.60
Qualifications and Experience of Key Personnel	10	10	8	10	10	10	9.60	10	9	9	10	10	9.60
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	30	27	30	30	29	29.20	30	29	30	30	30	29.80
Price Proposal	30	30	30	30	30	30	30.00	25.8	25.8	25.8	25.8	25.8	25.80
Past Performance including client references and years in business *(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)*	5	5	4	5	4	5	4.60	5	5	5	4	5	4.80
Demonstrated Financial Capability	5	5	5	5	5	5	5.00	5	5	5	5	5	5.00
Total Points	**100**	**98**	**91**	**100**	**99**	**99**	**97**	**95.8**	**92.8**	**93.8**	**94.8**	**95.8**	**95**

***** BAFO - MSW, RECYCLING RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 11/14/2023

1499

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 X 30 = 30	30.0	30.0
Vendor B	$150.00	30	$100 / $150 X 30 = 20	20.0	20.0
Vendor C	$200.00	30	$100 / $200 X 30 = 15	15.0	15.0
Vendor D	$250.00	30	$100 / $250 X 30 = 12	12.0	12.0
Vendor E	$300.00	30	$100 / $300 X 30 = 10	10.0	10.0
Vendor F	$350.00	30	$100 / $350 X 30 = 8.6	8.6	8.6

RFP 2023-2-PW 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*
Coastal	$35,575,438.55	30	$100 / $100 X 30 = 30	30.0	30.0
Waste Management	$41,326,985.04	30	$100 / $150 X 30 = 20	25.8	25.8
		30	$100 / $200 X 30 = 15	#DIV/0!	#DIV/0!
		30	$100 / $250 X 30 = 12	#DIV/0!	#DIV/0!

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	20	17	19	20	18	18.80	20	19	20	16	20	19.00	20	19	19	20	18	19.20
Qualifications and Experience of Key Personnel	10	10	8	10	10	9	9.40	10	8	10	8	10	9.20	8	9	10	10	10	9.40
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	30	27	29	30	28	28.80	28	28	25	25	28	26.80	28	29	29	30	27	28.60
Price Proposal	30	25.5	25.5	25.5	25.5	25.5	25.50	30	30	30	30	30	30.00	24.9	24.9	24.9	24.9	24.9	24.90
Past Performance including client references and years in business *(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)*	5	5	4	5	4	5	4.60	5	5	5	5	5	5.00	5	5	5	4	5	4.80
Demonstrated Financial Capability	5	5	5	5	5	5	5.00	4	3	5	3	4	3.80	5	5	5	5	5	5.00
Total Points	**100**	**95.5**	**86.5**	**93.5**	**94.5**	**90.5**	**92**	**97**	**93**	**95**	**87**	**97**	**94**	**90.9**	**91.9**	**92.9**	**93.9**	**89.9**	**92**

***** BAFO - BULK RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 11/14/2023

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 X 30 = 30	30.0	30.0
Vendor B	$150.00	30	$100 / $150 X 30 = 20	20.0	20.0
Vendor C	$200.00	30	$100 / $200 X 30 = 15	15.0	15.0
Vendor D	$250.00	30	$100 / $250 X 30 = 12	12.0	12.0
Vendor E	$300.00	30	$100 / $300 X 30 = 10	10.0	10.0
Vendor F	$350.00	30	$100 / $350 X 30 = 8.6	8.6	8.6

RFP 2023-2-PW Pricing FORMULA - STANDARD					
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*
EWS	$3,925,773.86	30	$100 / $100 X 30 = 30	30.0	30.0
Coastal	$4,622,967.59	30	$100 / $150 X 30 = 20	25.5	25.5
Waste Management	$4,739,013.30	30	$100 / $200 X 30 = 15	24.9	24.9
		30	$100 / $250 X 30 = 12	#DIV/0!	#DIV/0!

Initial Term Totals ***** BAFO - CONTRACT FOR RESIDENTIAL WASTE, RECYLCING, COMMERCIAL AND ROLLOFF ***** **BULK SEPARATE CONTRACT**

Vendor	Residential	Residential Recy	Bulk Current	Bulk A	Bulk B	Bulk C	Additional Bulk	Emergency Bulk	Commercial	Rolloff	**Total**
Coastal	$ 10,038,880.50	$ 5,963,585.76							$ 19,565,603.78	$ 7,368.52	**$ 35,575,438.55**
Waste Management	$ 13,701,206.29	$ 6,162,461.60							$ 21,454,388.98	$ 8,928.17	**$ 41,326,985.04**

Initial Term Totals ***** BAFO - SINGULAR CONTRACT FOR ALL SERVICES *****

Vendor	Residential	Residential Recy	Bulk Current	Bulk A	Bulk B	Bulk C	Additional Bulk	Emergency Bulk	Commercial	Rolloff
Coastal	$ 10,038,880.50	$ 5,963,585.76	$ 4,459,353.93	$ 7,094,426.71	$ 4,459,353.93	$ 4,459,353.93	$ 162,840.17	$ 773.49	$ 19,565,603.78	$ 7,368.52
Waste Management	$ 13,701,206.29	$ 6,162,461.60	$ 4,344,535.43	$ 7,908,492.38	$ 3,389,353.88	$ 2,988,793.87	$ 391,930.33	$ 2,547.55	$ 21,454,388.98	$ 8,928.17

***** BAFO - BULK SEPARATE CONTRACT *****

Vendor	Residential MSW	Residential Recy	Bulk Current	Bulk A	Bulk B	Bulk C	Additional Bulk	Emergency Bulk	Commercial	Rolloff	Bulk Current (Standard) Service Level Total
Coastal	$ 10,038,880.50	$ 5,963,585.76	$ 4,459,353.93	$ 7,094,426.71	$ 4,459,353.93	$ 4,459,353.93	$ 162,840.17	$ 773.49	$ 19,565,603.78	$ 7,368.52	$ 4,622,967.59
Waste Management	$ 13,701,206.29	$ 6,162,461.60	$ 4,344,535.43	$ 7,908,492.38	$ 3,389,353.88	$ 2,988,793.87	$ 391,930.33	$ 2,547.55	$ 21,454,388.98	$ 8,928.17	$ 4,739,013.30
EWS			$ 3,802,432.56		$ 3,550,858.80	$ 3,356,937.36	$ 122,120.00	$ 1,221.30			$ 3,925,773.86

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	20	17	19	20	18	18.80	20	19	20	16	20	19.00	20	19	19	20	18	19.20
Qualifications and Experience of Key Personnel	10	10	8	10	10	9	9.40	10	8	10	8	10	9.20	8	9	10	10	10	9.40
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	30	27	29	30	28	28.80	28	28	25	25	28	26.80	28	29	29	30	27	28.60
Price Proposal	30	25.5	25.5	25.5	25.5	25.5	25.50	30	30	30	30	30	30.00	24.9	24.9	24.9	24.9	24.9	24.90
Past Performance including client references and years in business *(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)*	5	5	4	5	4	5	4.60	5	5	5	5	5	5.00	5	5	5	4	5	4.80
Demonstrated Financial Capability	5	5	5	5	5	5	5.00	4	3	5	3	4	3.80	5	5	5	5	5	5.00
Total Points	**100**	**95.5**	**86.5**	**93.5**	**94.5**	**90.5**	**92**	**97**	**93**	**95**	**87**	**97**	**94**	**90.9**	**91.9**	**92.9**	**93.9**	**89.9**	**92**

***** BAFO - BULK RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 11/14/2023



City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	18	17	20	20	20	19.00	20	19	19	20	20	19.60
Qualifications and Experience of Key Personnel	10	10	8	10	10	10	9.60	10	9	9	10	10	9.60
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	30	27	30	30	29	29.20	30	29	30	30	30	29.80
Price Proposal	30	30	30	30	30	30	30.00	25.8	25.8	25.8	25.8	25.8	25.80
Past Performance including client references and years in business *(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)*	5	5	4	5	4	5	4.60	5	5	5	4	5	4.80
Demonstrated Financial Capability	5	5	5	5	5	5	5.00	5	5	5	5	5	5.00
Total Points	**100**	**98**	**91**	**100**	**99**	**99**	**97**	**95.8**	**92.8**	**93.8**	**94.8**	**95.8**	**95**

***** BAFO - MSW, RECYCLING RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 11/14/2023

11-14-23
Christopher De Giovanni

Meeting Date: 12/12/2023 Item #25.

Notosha Austin 11/14/23

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	18	17	20	20	20	19.00	20	19	19	20	20	19.60
Qualifications and Experience of Key Personnel	10	10	8	10	10	10	9.60	10	9	9	10	10	9.60
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	30	27	30	30	29	29.20	30	29	30	30	30	29.80
Price Proposal	30	30	30	30	30	30	30.00	25.8	25.8	25.8	25.8	25.8	25.80
Past Performance including client references and years in business *(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)*	5	5	4	5	4	5	4.60	5	5	5	4	5	4.80
Demonstrated Financial Capability	5	5	5	5	5	5	5.00	5	5	5	5	5	5.00
Total Points	**100**	**98**	**91**	**100**	**99**	**99**	**97**	**95.8**	**92.8**	**93.8**	**94.8**	**95.8**	**95**

***** BAFO - MSW, RECYCLING RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 11/14/2023

1506

Meeting Date: 12/12/2023 Item #25.

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	20	17	19	20	18	18.80	20	19	20	16	20	19.00	20	19	19	20	18	19.20
Qualifications and Experience of Key Personnel	10	10	8	10	10	9	9.40	10	8	10	8	10	9.20	8	9	10	10	10	9.40
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	30	27	29	30	28	28.80	28	28	25	25	28	26.80	28	29	29	30	27	28.60
Price Proposal	30	25.5	25.5	25.5	25.5	25.5	25.50	30	30	30	30	30	30.00	24.9	24.9	24.9	24.9	24.9	24.90
Past Performance including client references and years in business *(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)*	5	5	4	5	4	5	4.60	5	5	5	5	5	5.00	5	5	5	4	5	4.80
Demonstrated Financial Capability	5	5	5	5	5	5	5.00	4	3	5	3	4	3.80	5	5	5	5	5	5.00
Total Points	**100**	**95.5**	**86.5**	**93.5**	**94.5**	**90.5**	**92**	**97**	**93**	**95**	**87**	**97**	**94**	**90.9**	**91.9**	**92.9**	**93.9**	**89.9**	**92**

***** BAFO - BULK RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 11/14/2023

1507

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	18	17	20	20	20	19.00	20	19	19	20	20	19.60
Qualifications and Experience of Key Personnel	10	10	8	10	10	10	9.60	10	9	9	10	10	9.60
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	30	27	30	30	29	29.20	30	29	30	30	30	29.80
Price Proposal	30	30	30	30	30	30	30.00	25.8	25.8	25.8	25.8	25.8	25.80
Past Performance including client references and years in business *(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)*	5	5	4	5	4	5	4.60	5	5	5	4	5	4.80
Demonstrated Financial Capability	5	5	5	5	5	5	5.00	5	5	5	5	5	5.00
Total Points	**100**	**98**	**91**	**100**	**99**	**99**	**97**	**95.8**	**92.8**	**93.8**	**94.8**	**95.8**	**95**

***** BAFO - MSW, RECYCLING RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Dawn Deland 11/14/23

Prepared by: Purchasing Division
Date: 11/14/2023

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	20	17	19	20	18	18.80	20	19	20	16	20	19.00	20	19	19	20	18	19.20
Qualifications and Experience of Key Personnel	10	10	8	10	10	9	9.40	10	8	10	8	10	9.20	8	9	10	10	10	9.40
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	30	27	29	30	28	28.80	28	28	25	25	28	26.80	28	29	29	30	27	28.60
Price Proposal	30	25.5	25.5	25.5	25.5	25.5	25.50	30	30	30	30	30	30.00	24.9	24.9	24.9	24.9	24.9	24.90
Past Performance including client references and years in business *(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)*	5	5	4	5	4	5	4.60	5	5	5	5	5	5.00	5	5	5	4	5	4.80
Demonstrated Financial Capability	5	5	5	5	5	5	5.00	4	3	5	3	4	3.80	5	5	5	5	5	5.00
Total Points	**100**	**95.5**	**86.5**	**93.5**	**94.5**	**90.5**	**92**	**97**	**93**	**95**	**87**	**97**	**94**	**90.9**	**91.9**	**92.9**	**93.9**	**89.9**	**92**

***** BAFO - BULK RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Dawn Deland 11/14/23

Prepared by: Purchasing Division
Date: 11/14/2023

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	18	17	20	20	20	19.00	20	19	19	20	20	19.60
Qualifications and Experience of Key Personnel	10	10	8	10	10	10	9.60	10	9	9	10	10	9.60
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	30	27	30	30	29	29.20	30	29	30	30	30	29.80
Price Proposal	30	30	30	30	30	30	30.00	25.8	25.8	25.8	25.8	25.8	25.80
Past Performance including client references and years in business *(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)*	5	5	4	5	4	5	4.60	5	5	5	4	5	4.80
Demonstrated Financial Capability	5	5	5	5	5	5	5.00	5	5	5	5	5	5.00
Total Points	**100**	**98**	**91**	**100**	**99**	**99**	**97**	**95.8**	**92.8**	**93.8**	**94.8**	**95.8**	**95**

***** BAFO - MSW, RECYCLING RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 11/14/2023

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	20	17	19	20	18	18.80	20	19	20	16	20	19.00	20	19	19	20	18	19.20
Qualifications and Experience of Key Personnel	10	10	8	10	10	9	9.40	10	8	10	8	10	9.20	8	9	10	10	10	9.40
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	30	27	29	30	28	28.80	28	28	25	25	28	26.80	28	29	29	30	27	28.60
Price Proposal	30	25.5	25.5	25.5	25.5	25.5	25.50	30	30	30	30	30	30.00	24.9	24.9	24.9	24.9	24.9	24.90
Past Performance including client references and years in business *(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)*	5	5	4	5	4	5	4.60	5	5	5	5	5	5.00	5	5	5	4	5	4.80
Demonstrated Financial Capability	5	5	5	5	5	5	5.00	4	3	5	3	4	3.80	5	5	5	5	5	5.00
Total Points	**100**	**95.5**	**86.5**	**93.5**	**94.5**	**90.5**	**92**	**97**	**93**	**95**	**87**	**97**	**94**	**90.9**	**91.9**	**92.9**	**93.9**	**89.9**	**92**

***** BAFO - BULK RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 11/14/2023



Nadeau

Meeting Date: 12/12/2023 Item #25.

11/14/23

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	18	17	20	20	20	19.00	20	19	19	20	20	19.60
Qualifications and Experience of Key Personnel	10	10	8	10	10	10	9.60	10	9	9	10	10	9.60
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	30	27	30	30	29	29.20	30	29	30	30	30	29.80
Price Proposal	30	30	30	30	30	30	30.00	25.8	25.8	25.8	25.8	25.8	25.80
Past Performance including client references and years in business *(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)*	5	5	4	5	4	5	4.60	5	5	5	4	5	4.80
Demonstrated Financial Capability	5	5	5	5	5	5	5.00	5	5	5	5	5	5.00
Total Points	**100**	**98**	**91**	**100**	**99**	**99**	**97**	**95.8**	**92.8**	**93.8**	**94.8**	**95.8**	**95**

***** BAFO - MSW, RECYCLING RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 11/14/2023

1512

Meeting Date: 12/12/2023 Item #25.

11/14/23

City of Cooper City
Evaluation Committee Ranking
Solid Waste Removal Services
RFP 2023-2-PW

Evaluation Criteria	Max Points	Coastal Waste & Recycling						Eastern Waste Systems, Inc						Waste Management Inc. of Florida					
		DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG	DD	MN	CD	PH	NA	AVG
Firm Qualifications and Experience	20	20	17	19	20	18	18.80	20	19	20	16	20	19.00	20	19	19	20	18	19.20
Qualifications and Experience of Key Personnel	10	10	8	10	10	9	9.40	10	8	10	8	10	9.20	8	9	10	10	10	9.40
Operation Plan including, including but not limited to: *Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan*	30	30	27	29	30	28	28.80	28	28	25	25	28	26.80	28	29	29	30	27	28.60
Price Proposal	30	25.5	25.5	25.5	25.5	25.5	25.50	30	30	30	30	30	30.00	24.9	24.9	24.9	24.9	24.9	24.90
Past Performance including client references and years in business *(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)*	5	5	4	5	4	5	4.60	5	5	5	5	5	5.00	5	5	5	4	5	4.80
Demonstrated Financial Capability	5	5	5	5	5	5	5.00	4	3	5	3	4	3.80	5	5	5	5	5	5.00
Total Points	**100**	**95.5**	**86.5**	**93.5**	**94.5**	**90.5**	**92**	**97**	**93**	**95**	**87**	**97**	**94**	**90.9**	**91.9**	**92.9**	**93.9**	**89.9**	**92**

***** BAFO - BULK RANKING *****

Evaluation Committee Members:	Initials
Dawn Deland - Sr. Administrative Specialist	DD
Michael Nadeau - Budget Analyst	MN
Christopher De Giovanni - Captain BSO	CD
Phillip Holste - Assistant Town Administrator	PH
Notosha Austin - Assistant Director Broward County Solid Waste and Recylcing	NA

Prepared by: Purchasing Division
Date: 11/14/2023

Vendor Compliance Check List

CITY OF Cooper City
Someplace Special

Vendor: Coastal Waste & Recycling, Inc. **FEIN: 82-2069658**	**Does Vendor appear on the following:**	
	YES	**NO**
Florida Convicted Vendor List	☐	☒
Florida Suspended Contractors	☐	☒
Scrutinized Companies	☐	☒
Broward County Debarred List	☐	☒
State of Florida Corporations (Sun Biz)	☒	☐
E-Verify	☒	☐
Verified by: Purchasing	Date: Thursday, November 30, 2023	

Vendor Compliance Check 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	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

Vendor Compliance
Check List

Table 7: List of Prohibited Investments (Scrutinized Companies)

(New companies are highlighted and in bold.)

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
Aviation Industry Corporation of China (AVIC)	Sudan	China	September 24, 2019	Yes
AviChina Industry & Technology	Sudan	China	June 4, 2019	Yes
AVIC International Finance Ltd	Sudan	China	September 24, 2019	Yes
AVIC International Holdings Ltd (formerly listed as AVIC International)	Sudan	China	June 4, 2019	Yes
Bank of Kunlun Co Ltd	Sudan & Iran	China	March 7, 2018	Yes
Chennai Petroleum Corp Ltd	Sudan	India	September 19, 2007	Yes
China BlueChemical Ltd	Iran	China	March 19, 2013	Yes
China National Petroleum Corporation (CNPC)	Sudan & Iran	China	December 11, 2012	Yes
China Oilfield Services Ltd	Iran	China	June 16, 2011	Yes
China Petrochemical Corporation (Sinopec Group)	Sudan & Iran	China	December 3, 2019	Yes
China Petroleum & Chemical Corp (CPCC) Sinopec	Sudan & Iran	China	September 19, 2007	Yes
China Petroleum Engineering Corp	Sudan & Iran	China	March 7, 2018	Yes
CNOOC Ltd	Iran	China	June 16, 2011	Yes
CNOOC Curtis Funding No.1 Pty Ltd	Iran	Australia	October 17, 2017	Yes
CNOOC Energy Technology & Services Ltd	Iran	China	June 15, 2021	Yes
CNOOC Finance Limited	Iran	China	September 24, 2013	Yes
CNOOC Nexen Finance	Iran	Canada	October 17, 2017	Yes
CNPC Capital Company Limited	Sudan & Iran	China	June 14, 2017	Yes
CNPC General Capital Ltd	Sudan & Iran	China	June 26, 2012	Yes
CNPC Global Capital Limited	Sudan & Iran	China	December 15, 2020	Yes
CNPC HK Overseas Capital Ltd	Sudan & Iran	China	June 16, 2011	Yes
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

Vendor Compliance Check List

Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

Federal Debarred Supplier List
State of Florida Debarred Supplier Lists
State of Florida List of Scrutinized Companies doing business with Iran and Sudan

The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.

Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.

A & C Contractors, Inc.	02/24/92	Fieldcrest International	10/23/91	Reddick Property Svcs/Broward Cty	02/21/95
A.J. McMasters	07/03/91	Florida Fire Apparatus Corp.	04/07/87	Reeves Equipment & Supply	06/29/04
A-1 Pied Piper Pest Control	10/25/99	FVL Contracting Co.	07/01/89	Richard Jones & Associates	05/12/95
Ace Lock and Security Supply	05/23/05	Gator Express	10/01/94	Roman Waterproofing	09/30/97
Action Trophies & Awards	05/26/92	George W. Murray Contractors	12/08/99	Rust Wizard Inc.	03/24/17
Agra-Cycle Corporation	11/06/01	Glo & Go Inc.	04/01/93	S H Marketing, Inc.	08/17/20
All County Plumbing Contractors, Inc.	07/08/20	Global Transmissions	09/10/92	S.T. Wicole Const. Corp.	05/06/91
All County Plumbing, Inc.	08/17/20	Globe Electric Company, Inc.	12/10/03	Saber Sales, Inc.	11/08/88
Alpha Construction Svces & Consulting Svces	08/11/20	Graphic Productions Co.	02/27/90	Saints-Enterprises II, LLC	12/15/20
Ammunition Reloaders	05/22/92	HDC Advertising, Inc.	05/06/03	Samantha L. List, P.A.	08/11/20
Ann Lipkowitz, Broker	08/21/92	Hegla Construction, Inc.	08/20/92	Screen Graphics	09/01/92
Atech Fire & Security, Inc.	10/10/03	Henze Services, Inc.	08/19/93	Semes Enterprises	01/03/92
Atlas Pen & Pencil Co.	12/26/90	H-Way Corporation	10/25/99	Shamus Corporation	06/29/04
Ben Kough & Associates	01/10/96	Infinite Distributors LLC	09/30/20	Sheerson Construction, Inc.	05/17/00
Bob's Towing	06/09/04	Intercoastal Marketing, LLC	12/15/20	Shiv Lingam Kirtan Mandali Inc.	08/06/20
BRC Construction Company, Inc.	12/14/05	J M List Services, LLC	08/11/20	SLL Consulting LLC	08/11/20
Broward Plumbing Specialists, Inc.	08/17/20	JJM List Services, LLC	08/11/20	Southeast Underground Utilities Corp.	12/12/17
Caribbean Air Surveys, Inc.	03/01/91	JM List, Incorporated	08/11/20	Southgate Const. & Realty	11/07/90
Central Florida Nurseries	08/16/91	John Rogers Corporation Company, Inc.	11/13/90	Spectrum Signal Co., Inc.	03/04/91
Central Press	04/17/95	Joyce Office ProductsKDG	01/05/94	Spirit Services Company, Inc.	12/13/00
Chemtel Supplies, Inc.	11/21/05	Land & Sea Construction	03/18/96	St. Andrew Industries, Inc.	06/16/95
Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services)	01/15/92	Lawn Wizard USA, Inc.	09/29/15	Statewide Transportation & Recovery Services	11/02/00
		Lawn Wizard USA, LLC	03/24/17	Termark Security Systems	06/03/99
Coastal Carting Ltd.	03/16/96	Mancini Builders	01/04/94	The Parts Connection	06/30/92
Coastal Industries USA, LLC (d/b/a Rust Wizard)	03/24/17	Marquee Enterprises, Inc.	06/08/07	Toilet Taxi Corp.	07/07/15
		Marsten/THG Modular Leasing	12/13/95	Total Connection	04/30/92
Coastal Utilities, Inc.	03/05/99	Major Computer, Inc.	10/28/91	Toussaint Landscaping	11/04/92
Compass Corp.	06/29/04	Med Sure Associates	05/05/97	Transglobal Marketing	12/28/92
Control Press	06/29/04	Moody Maintenance Products	04/06/06	Tropical Growers USA, Inc.	03/24/17
Cordes Door Co., Inc.	09/01/96	Nighthawk International Corp.	10/25/96	Truck City Body Corp.	12/01/96
Cox & Palmer Const. Corp.	03/14/89	OJS Systems, Inc.	12/22/14	Urban Organization, Inc.	03/05/99
Custom Design To A Tee	05/15/96	Omega Group, Inc.	10/30/97	Vees Supply, LLC	08/17/20
Degen's Lawn & Garden Inc.	11/04/11	Precision Detailing dba J M List Services	08/11/20	Venturi Supplies, Inc.	08/17/20
Digital Comm Inc.	05/16/11	Protective Service Int'l	03/01/91	VIMAC USA, Inc.	05/31/17
Dixie Lock & Supply Inc.	02/17/92	Public Safety Systems	03/04/91	Viravar, LLC	08/17/20
Eastern Elevator Service, Inc.	02/13/19	Puskadi Ltd.	11/07/90	Weiser Security Services	12/09/93
Federal Fence Co., Inc.	11/12/90	Quality Loan Service	03/07/91	Wildcat Wrecking Corp.	09/10/92
		Rahming Funeral Home	09/01/92	Woodcraft Custom Homes	06/06/88
		RC Aluminum Industries Inc.	06/20/14	Z & Z, Inc.	08/11/20

Vendor Compliance
Check List

Table 9: Scrutinized Companies that Boycott Israel

New companies on the list are shaded and in bold. (One company was added this quarter.)

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Betsah Invest SA	Luxembourg	August 2, 2016
Betsah SA	Luxembourg	August 2, 2016
Cactus SA	Luxembourg	August 2, 2016
Co-operative Group Limited	United Kingdom	September 26, 2017
Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd	Turkey	August 2, 2016
Morningstar, Inc (Sustainalytics)	**United States**	**October 25, 2023**
Unilever PLC (Ben & Jerry's parent company)	United Kingdom	July 29, 2021
Hindustan Unilever Ltd	India	July 29, 2021
PT Unilever Indonesia Tbk	Indonesia	July 29, 2021
Unilever Bangladesh Ltd	Bangladesh	July 29, 2021
Unilever Capital Corp (Unilever PLC bond issuance)	United States	July 29, 2021
Unilever Caribbean Ltd	Trinidad and Tobago	July 29, 2021
Unilever Consumer Care Ltd	Bangladesh	July 29, 2021
Unilever Côte d'Ivoire	Ivory Coast	July 29, 2021
Unilever Finance Netherlands BV (Unilever PLC bond issuance)	Netherlands	July 29, 2021

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Unilever Ghana Ltd	Ghana	July 29, 2021
Unilever Nigeria Plc	Nigeria	July 29, 2021
Unilever Pakistan Foods Ltd	Pakistan	July 29, 2021
# of Companies that Boycott Israel	18	

Vendor Compliance Check List

2023 FOREIGN PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 07, 2023
Secretary of State
5099868819CC

DOCUMENT# F17000003741

Entity Name: COASTAL WASTE & RECYCLING, INC.

Current Principal Place of Business:

2481 NW 2ND AVE
SUITE 200
BOCA RATON, FL 33431

Current Mailing Address:

2481 NW 2ND AVE
SUITE 200
BOCA RATON, FL 33431 US

FEI Number: 82-2069658

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 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	CHAIRMAN	Title	PRESIDENT, CEO
Name	D'AMICO, BRIAN	Name	PANTANO, BRENDON
Address	70 WEST CHIPPEWA ST, STE. 500	Address	1840 NW 33RD STREET
City-State-Zip:	BUFFALO NY 14202	City-State-Zip:	POMPANO BEACH FL 33064
Title	SECRETARY	Title	CFO
Name	GORINO, CHRISTIAN	Name	BEAUDOIN, KRISTI
Address	70 WEST CHIPPEWA ST, STE. 500	Address	1840 NW 33RD STREET
City-State-Zip:	BUFFALO NY 14202	City-State-Zip:	POMPANO BEACH FL 33064
Title	COO		
Name	PANTANO, DENNIS		
Address	1840 NW 33RD STREET		
City-State-Zip:	POMPANO BEACH FL 33064		

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: BRENDON PANTANO CEO 04/07/2023

Electronic Signature of Signing Officer/Director Detail — Date

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Coastal Waste & Recycling Inc.		Open	12/23/2019		500 to 999	21	FL, GA
Coastal Waste & Recycling Inc.		Open	05/09/2023		500 to 999	18	FL, GA

Showing 1 to 2 of 2 entries.

INTER-OFFICE CORRESPONDENCE

MEMORANDUM NO. 2023-007

TO: Mayor Greg Ross
Members of the City Commission

CC: Ryan Eggleston, City Manager
Tim Fleming, Interim Public Works Director
Tedra Allen, City Clerk

FROM: Jacob G. Horowitz, City Attorney *JGH*

DATE: July 17, 2023

RE: City of Cooper City ("City") / Waste Management Contract

As a follow-up to the discussions related to the City's solid waste contract at the June 27 and July 11 City Commission meetings, the City Attorney's Office has prepared a brief analysis of the City's current agreement with Waste Management ("WM"). The intent of this memorandum is to provide a chronology of the City's relationship with WM, and to offer some additional context as the City work to finalize its competitive solicitation package for solid waste collection services.

As part of our analysis, the City Attorney's Office examined the City's original Collection Services Contract with WM, dated January 23, 2001 (the "Original Agreement"), along with all amendments thereto as well as the City Commission's action related to each item. Our office did not re-listen to each commission meeting where the Original Agreement and subsequent amendments were discussed, and it is possible that the public discussions and staff recommendations at the time of each approval provide some additional context to this issue. The City Attorney's Office is prepared to revisit the prior commission discussions and examine this matter further, upon request.

CHRONOLOGY OF WM CONTRACT

January 23, 2001 - The City Commission adopted Ordinance No. 01-1-2 (the "Ordinance"), thereby grating an exclusive right, privilege and franchise to WM to operate the only garbage, trash and recycling collection system in the City[1]. The Ordinance further approved the Original Agreement, providing for a five (5) year term, commencing on March 1, 2001. Section 1.02 of the Original Agreement provided for up to two (2) additional three (3) year renewal terms, at the option of the City.

[1] Section 5.17 of the City Charter requires the adoption of an ordinance by the City Commission to grant a franchise to an individual, company, firm or corporation to exercise public functions in the City and to construct and operate any and all public utilities in the City.

June 13, 2006 – The City Commission adopted Resolution No. 06-06-4, thereby approving the First Amendment to the Original Agreement. This resolution indicates that the City, prior to the February 28, 2006 expiration of the Original Agreement, issued Request for Proposals No. 2006-01, seeking to solicit proposals for a new sanitation franchise hauler. On April 26, 2006, the City Commission rejected the two (2) proposals received in response to the RFP and directed staff to negotiate the renewal of the Original Agreement with WM. The First Amendment to the Agreement extended the initial term of the Original Agreement through June 1, 2009; however, it did not appear to implement the first renewal term. The First Amendment continues to reference two (2) additional three-year renewal options, upon mutual consent of the parties.

December 9, 2008 – The City and WM entered into the Second Amendment to the Original Agreement, thereby extending the initial term through June 1, 2012. The Second Amendment makes no reference to a renewal term or provides any change to the Original Agreement in the context of the two (2) additional three-year renewal options. To the contrary, these renewal terms expressly remain in full force and effect. Additionally, this Second Amendment was executed by the then-City Manager. At the regular commission meeting on December 9, 2008, the City Commission directed the manager to negotiate a renewal with WM; however, the Clerk's Office was unable to locate any subsequent commission action formally approving the Second Amendment.

September 26, 2011 – The City Commission adopted Resolution No. 11-9-2, thereby approving the Third Amendment to the Original Agreement. This Third Amendment extended the initial term of the Original Agreement for an additional three (3) years, through June 1, 2015. Again this Third Amendment made no reference to a renewal term or change to the two (2) additional three-year renewal options set forth in the Original Agreement.

March 27, 2012 – The City Commission approved WM's request to conduct an "Organics Pilot Recycling Program;" and the parties entered into a Fourth Amendment to the Original Agreement, thereby formally establishing the City's role in participating in the program. The Fourth Amendment makes no reference to the contract term.

April 22, 2014 – The City Commission adopted Resolution No. 14-4-5. This resolution approved the Fifth Amendment to the Original Agreement, which had been executed by the Parties on or about October 31, 2013. The Fifth Amendment extended the term of the Original Agreement through June 1, 2018. The Fifth Amendment further revised the renewal term of the Original Agreement and provided that the parties may renew or further extend the contract for such terms and under such conditions as are mutually agreeable.

April 10, 2018 – The City Commission adopted Resolution No. 18-4-3, thereby approving the Sixth Amendment to the Original Agreement. The Sixth Amendment provided for a five-year extension of the initial term through September 30, 2023.

Please note that several of the aforementioned amendments also included certain operational changes to the City's relationship with WM. This memorandum is limited solely to an examination of the Original Agreement's initial term, along with any contract renewals.

NEXT STEPS AND CONCLUSION

Based on the foregoing chronology, it appears that the City last issued a competitive solicitation for solid waste services in 2006, at which time the City rejected all proposals and extended its 2001 Original Agreement with WM pursuant to the First Amendment. While the Original Agreement provided for a five (5) year term with two (2) three-year renewal options, the City continued to extend the initial term pursuant to the various amendments referenced herein. Since the Original Agreement contemplated a maximum term of eleven (11) years (the initial term plus two renewals) and the City's relationship with WM has extended for approximately twenty-two (22) years, the City Attorney's Office recommends that the City proceed with its forthcoming competitive solicitation process and pursue a new contract for solid waste collection services.

Notwithstanding this recommendation, it is also understood that it may be a challenge to finalize the solid waste procurement process, review proposals from prospective vendors, and award a new collection services contract prior to the September 30, 2023 expiration of the current WM agreement. Further, in the event that a hauler other that WM is selected at the conclusion of the procurement process, it may take additional time to implement a new contract and ensure a seamless transition to a successor hauler.

In light of these timing concerns and in order to ensure that there is no disruption of services in the City, a limited extension to the current WM contract may be unavoidable. To the extent that an extension is needed, we would recommend that such an extension be limited solely to the reasonable time necessary to complete the procurement process and secure a new contract for solid waste collection services.

Please contact our office is there is any additional information that we can provide.

Initial Term Totals ***** BAFO - CONTRACT FOR RESIDENTIAL WASTE, RECYLCING, COMMERCIAL AND ROLLOFF ***** **BULK SEPARATE CONTRACT**

Vendor	Residential	Residential Recy	Bulk Current	Bulk A	Bulk B	Bulk C	Additional Bulk	Emergency Bulk	Commercial	Rolloff	**Total**
Coastal	$ 10,038,880.50	$ 5,963,585.76							$ 19,565,603.78	$ 7,368.52	**$ 35,575,438.55**
Waste Management	$ 13,701,206.29	$ 6,162,461.60							$ 21,454,388.98	$ 8,928.17	**$ 41,326,985.04**

Initial Term Totals ***** BAFO - SINGULAR CONTRACT FOR ALL SERVICES *****

Vendor	Residential	Residential Recy	Bulk Current	Bulk A	Bulk B	Bulk C	Additional Bulk	Emergency Bulk	Commercial	Rolloff
Coastal	$ 10,038,880.50	$ 5,963,585.76	$ 4,459,353.93	$ 7,094,426.71	$ 4,459,353.93	$ 4,459,353.93	$ 162,840.17	$ 773.49	$ 19,565,603.78	$ 7,368.52
Waste Management	$ 13,701,206.29	$ 6,162,461.60	$ 4,344,535.43	$ 7,908,492.38	$ 3,389,353.88	$ 2,988,793.87	$ 391,930.33	$ 2,547.55	$ 21,454,388.98	$ 8,928.17

***** BAFO - BULK SEPARATE CONTRACT *****

Vendor	Residential MSW	Residential Recy	Bulk Current	Bulk A	Bulk B	Bulk C	Additional Bulk	Emergency Bulk	Commercial	Rolloff	Bulk Current (Standard) Service Level Total
Coastal	$ 10,038,880.50	$ 5,963,585.76	$ 4,459,353.93	$ 7,094,426.71	$ 4,459,353.93	$ 4,459,353.93	$ 162,840.17	$ 773.49	$ 19,565,603.78	$ 7,368.52	$ 4,622,967.59
Waste Management	$ 13,701,206.29	$ 6,162,461.60	$ 4,344,535.43	$ 7,908,492.38	$ 3,389,353.88	$ 2,988,793.87	$ 391,930.33	$ 2,547.55	$ 21,454,388.98	$ 8,928.17	$ 4,739,013.30
EWS			$ 3,802,432.56		$ 3,550,858.80	$ 3,356,937.36	$ 122,120.00	$ 1,221.30			$ 3,925,773.86

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Ordinance 23-31 (Administration)**

DATE: December 12, 2023

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, APPROVING THE FRANCHISE AGREEMENT WITH EASTERN WASTE SYSTEMS, INC. ("EWS") FOR BULK WASTE/TRASH AND BULK YARD WASTE COLLECTION SERVICES, ATTACHED HERETO AS EXHIBIT "A" (THE "AGREEMENT"); GRANTING AN EXCLUSIVE FRANCHISE TO EWS PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT; AUTHORIZING AND DIRECTING THE CITY MANAGER TO FINALIZE AND EXECUTE THE FRANCHISE AGREEMENT BETWEEN THE CITY AND EWS; AND PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:
The City Manager recommends the Commission to approve the execution of the franchise agreement with Eastern Waste Systems, Inc.

BACKGROUND OF ITEM:
Beginning January 23, 2001, Cooper City has had a collection services agreement with Waste Management Inc. of Florida providing for the collection and hauling of commercial and residential municipal solid waste (MSW), residential bulk and recycling, and Rolloff services. The seventh amendment to this agreement was executed August 24, 2023 and provided for a limited six-month extension of the services agreement. This agreement expires on March 31, 2024.

Request for Proposal (RFP) 2023-2-PW was issued September 29, 2023 to competitively bid these services with the changes/additions to the current service levels/contractual requirements including:

a. City to assume responsibility for actual residential MSW and bulk disposal costs
b. Proposers asked to identify their fees for all services for years 1 through 7 of the initial contract term
c. Franchise fees (12%) to apply to all charges, including billed disposal.
d. Customer service specifications including multi-lingual call center, web platforms and reporting tools.
e. Administrative charges to apply to critical service measures.
f. $120,000 annual payment to support Solid Waste Coordinator position to be created
g. Increase in annual scholarship payment from $5,000 to $10,000 per year.

h. Multi-family properties to be billed as single-family properties eliminating additional costs and invoicing to the City.
i. Emergency debris services included for bulk (as needed).
j. Extra services upon request for bulk customers.
k. Exploration of bulk serviced at current levels, once monthly on Mondays, once every other month at 10cy per collection and once quarterly at 15cy per collection.

ANALYSIS:

The procurement process to rebid these services began September 29, 2023, with the issuance of RFP 2023-2-PW. The RFP closed October 23, 2023 were receiving a total of four proposals from the following qualified vendors:

1. Coastal Waste & Recycling, Inc.
2. Eastern Waste Systems, Inc.
3. Waste Management Inc. of Florida
4. Waste Pro of Florida, Inc.

In accordance with the City's Procurement Code, an Evaluation Committee (EC) was established, comprised of five members with a mix of internal and external subject matter experts and stakeholders as follows:

1. Phillip R. Holste- Assistant Town Administrator, Town of Davie
2. Notosha Austin- Interim Director, Broward County Solid Waste & Recycling Services
3. Dawn DeLand- Senior Administrative Specialist, Cooper City- Public Works Department
4. Captain Christopher De Giovanni- BSO District Police Chief for Cooper City
5. Michael Nadeau- Senior Budget Analyst, Cooper City- Finance Department

The committee convened for a total of three meetings to thoroughly assess the proposals.

After initial evaluations on November 3, 2023, the EC short-listed the following three proposers:

1. Coastal Waste & Recycling, Inc.
2. Eastern Waste Systems, Inc.
3. Waste Management Inc. of Florida

These three vendors were invited to provide formal presentations and question-and-answer sessions on November 8, 2023, specifically addressing services related to MSW, Recycling, and Bulk Waste. Coastal Waste & Recycling and Waste Management were identified as the two finalists for MSW, recycling and Rolloff services. (Eastern Waste Systems, Inc. only submitted a proposal for bulk waste services). During this meeting, the EC determined that it was in the best interest of the City to request proposers submit their "Best and Final Offers" in accordance with Sec. 2-256(3)(g) of the City Code. These were received on Monday, November 13, 2023 by all proposers.

The EC reconvened on November 14, 2023 for a final meeting to assess the "Best and Final Offers", conduct a final evaluation and ranking, and voted to recommend the separate award of a contract for bulk waste services to Eastern Waste Systems, Inc. at the current service level (6cy once per month) and commercial and residential MSW, recycling and Rolloff services to Coastal Waste & Recycling, Inc. Eastern Waste Systems, Inc. currently provides bulk waste services to the City as a subcontractor for the current hauler, Waste Management Inc. of Florida.

The contract for commercial and residential MSW, recycling and Rolloff services is being recommended for Commission approval under a separate staff report (Ordinance 23-30)

STRATEGIC PLAN:
Strategic Plan #2 – serving the best interests of the health, safety and welfare of the citizens and residents of the City.

PROCUREMENT:
Sec. 2-256 - Methods of Source Selection (3)Competitive sealed proposals (Request for Proposals).

FISCAL IMPACT:
Solid waste charges are not budgeted. Rates charged to customers are a pass through. The amount provided below is calculated from the commencement date of agreement, April 1st 2024 through September 30th, 2024.

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
601-000-202010-00 Solid Waste		$233,229.84	

ALTERNATIVES:
The City could explore the potential benefits of bundling all services under a singular contract with one vendor. Potential benefits include operational synergies, enhanced vendor accountability, one point of contact for customer service issues and requests and simplified administration.

Eastern Waste Systems, Inc. submitted pricing for current service levels, bulk serviced every other month at 10cy per collection and bulk serviced quarterly at 15cy per collection but did not submit pricing for once monthly Monday service. The City could choose an alternative service schedule with Eastern Waste Systems, Inc. or award to Coastal Waste & Recycling, Inc. or Waste Management Inc. of Florida if it desires to change service to once monthly Monday service.

ATTACHMENTS:
1. City of Cooper City Agreement – Eastern Waste Systems, In
2. Exhibit A – Solicitation – RFP 2023-2-PW Solid Waste Removal Services
3. Exhibit B – Eastern Waste Systems, Inc. Submittal
4. Exhibit C – Eastern Waste Systems, Inc. Validation and Verification

5. Tabulation – RFP 2023-2PW
6. Vendor Compliance – Eastern Waste Systems, Inc.
7. Memo 2023-007 Chronology of Solid Waste Contract

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Purchasing	12/01/23 11:34 AM
Dodgen, Brandon	Assigned to Purchasing	COMPLETE: Forward to ...	12/06/23 06:22 PM
Allen, Tedra	Assigned to City Clerk	Route to Attorney	12/07/23 08:28 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	12/07/23 01:33 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	12/07/23 01:38 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	12/08/23 11:14 AM
Allen, Tedra	END WORKFLOW - APPROVED		12/08/23 11:15 AM

BULK WASTE COLLECTION SERVICES AGREEMENT BETWEEN THE CITY OF COOPER CITY AND EASTERN WASTE SYSTEMS, 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 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

EASTERN WASTE SYSTEMS, INC., a **bulk waste collection services company**, authorized to do business in the State of Florida, with a business address of **1660 NW 19TH AVE, POMPANO BEACH, FL 33069** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREMABLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Friday, September 29, 2023,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **solid waste removal services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

RFP 2023-2-PW
"SOLID WASTE REMOVAL SERVICES"

1.2 On **Monday, October 23, 2023,** the bids were opened at the offices of the City Clerk.

1.3 On _____ day of _____, 20____**,** the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for **solid waste removal services for residential bulk only,** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, **"RFP 2023-2-PW",** attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall be for seven (7) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to one (1) additional seven (7) year terms, subject to the written consent and agreement of both parties.

3.2 This Agreement may be terminated by either party for cause pursuant to Exhibit A, or by the CITY for convenience upon thirty (30) days written notice by the CITY to CONTRACTOR. 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.

3.3 In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month-to-month basis not to exceed 180 days until the services under a new contract takes effect.

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:

EASTERN WASTE SYSTEMS, INC.
Attn: Michael Marzano
1660 NW 19TH AVE
POMPANO BEACH, FL 33069

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 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. The parties 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 CONTRACTOR is required to enter or go onto the 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, CONTRACTOR shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. CONTRACTOR shall be liable for any damages or loss to the CITY occasioned by negligence of the CONTRACTOR or any officers, employees, agents or instrumentalities of the CONTRACTOR has designated in the completion of the services under this Agreement.

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 subcontractors. 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. CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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 Article 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 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, CONTRACTOR 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. CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

Prior to the commencement of the project, CONTRACTOR shall provide 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 CONTRACTOR. Additionally, the CONTRACTOR shall provide 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.

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. CONTRACTOR waives, and CONTRACTOR shall ensure that CONTRACTOR's insurance carrier waives, all subrogation rights against 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 Sexual Abuse may not be excluded from any policy.

7.1.5 Pollution Liability in an amount not less than $1,000,000.00

7.1.6 Disposal Coverage as required by Exhibit A

7.2 **REQUIRED INSURANCE ENDORSEMENTS**

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY

6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

7.3 **INSURANCE CERTIFICATE**. Insurance Certificate Requirements are as set forth in Exhibit A

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
9090 SW 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCity.gov

ARTICLE 11
FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT

ARTICLE 12
SCRUTINIZED COMPANIES -- 287.135 AND 215.473

12.1 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 13
E-VERIFY

13.1 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 14
COMPLIANCE WITH FOREIGN ENTITY LAWS

14.1 CONTRACTOR ("Entity") hereby attests under penalty of perjury the following:

a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);

b. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);

c. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);

d. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);

e. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,

f. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

ARTICLE 15
MISCELLANEOUS

15.1 **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.

15.2 **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.

15.3 **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.

15.4 **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.

15.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Ryan Eggleston
City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Contractor: **Treasurer Director**
Michael Marzano
EASTERN WASTE SYSTEMS, INC.
1660 NW 19TH AVE
POMPANO BEACH, FL 33069
E-mail: mmarzano@easternwaste.com
Telephone No: 954-543-9800

15.6 **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.

15.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

15.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. All terms, conditions and obligations within the exhibits are necessary and required provisions of the Agreement, unless in conflict with Articles 1-15 of this Agreement, in which case the Articles 1-15 of this Agreement shall

prevail. The exhibits if not physically attached should be treated as part of this Agreement. All exhibits are incorporated herein by reference.

15.9 **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.

15.10 **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.

15.11 **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.

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

15.13 **Compliance With Laws**. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

15.14 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15.15 **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:

_____
Signature

_____
Print Name

CONTRACTOR:
EASTERN WASTE SYSTEMS, INC., a Florida corporation

BY: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of **EASTERN WASTE SYSTEMS, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **EASTERN WASTE SYSTEMS, 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 _____ day of 20____.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires: _____

CITY OF COOPER CITY

Request for Proposal

Solid Waste Removal Services
RFP 2023-2-PW

For information, contact the Purchasing Division:

The Purchasing Division
954-434-4300 Ext. # 268
Purchasing@CooperCity.gov

Release Date: Friday, September 29, 2023
Due Date: Monday, October 23, 2023

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NOTICE TO BIDDERS/PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Cooper City, Florida, will be accepting sealed bids until 3:00 PM (EST) on Monday, October 23, 2023, from qualified contractors capable of providing Solid Waste Removal Services Bidders/Proposers shall comply with all rules and regulations for these services and follow the terms, conditions, and specifications contained in this solicitation. The Awarded vendor shall provide all labor, materials, insurance, and incidentals for the project to the City of Cooper City.

Solid Waste Removal Services
RFP 2023-2-PW

The detailed Request for Proposal (RFP) shall be obtained online at www.DemandStar.com.

Proposals must be received in the City Clerk's Office located in City Hall, 9090 Southwest 50th Place, Cooper City, Florida 33328 no later than 3:00 PM (EST), Monday, October 23, 2023. The outside of the envelope or box must be clearly marked **"RFP 2023-2-PW, Solid Waste Removal Services"** and shall contain one (1) identified, unbound original, three (3) copies, and five (5) electronic copy (flash drives) of your bid/proposal.

A NON-MANDATORY pre-bid meeting will be held at 11:00 AM, Tuesday, October 10, 2023, at 9090 SW 50th Place, Cooper City, Florida 33328.

For questions and/or requests for information about this solicitation, please contact Purchasing@CooperCity.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum. All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid/Proposal Schedule. No part of your bid/proposal can be submitted via fax or e-mail.

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/bids and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Request for Proposal between a potential vendor, service provider, bidder, lobbyist, or; consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager, Staff, and any member of the City's selection or evaluation committee. The Cone of Silence excludes the City's Purchasing Division or the City employee designated as responsible for administering the procurement process for this solicitation. For further information about the Cone of Silence, please contact the City's Purchasing Division.

CITY OF COOPER CITY
City Clerk's Office

Please publish one (1) time on: Wednesday, October 4, 2023

Please send invoice and proof of publication to:

Tedra Allen, CMC City Clerk
City of Cooper City
9090 SW 50 Place Cooper City,
FL 33328
TAllen@CooperCity.gov

SECTION I – INTRODUCTION AND INFORMATION

This solicitation may include the words "bid", "proposal" and "offer". These words are used interchangeably in reference to all offers submitted by prospective respondents in response to Requests for Quotes, Requests for Qualifications, Requests for Proposals and Invitations to Bid.

1.1 PURPOSE

The City of Cooper City (the "City") will receive sealed bids on the date and time specified below for Solid Waste Removal Services as listed and specified herein and on the Bid Form which is and does become a part of this Bid.

1.2 DUE DATE & SUBMITTALS

1.2.1 All bids are due no later than 3:00 PM (EST), Monday, October 23, 2023, to the Office of the City Clerk located at 9090 SW 50th Place, Cooper City, FL 33328. Bids shall be opened and publicly read in the Commission Chambers, on the date and at the time specified.

1.2.2 Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications and Bid Form. The City encourages early submittal of bids.

1.2.3 The completed, signed bid must be submitted in a **SEALED ENVELOPE CLEARLY MARKED WITH THE BID TITLE**. Bids mistakenly opened by City staff, due to failure of the Bidder to correctly identify the package, will be rejected. Telegraphic, facsimile and email bids will not be accepted.

1.2.4 Bids received after the closing time and date, for any reason whatsoever, will not be considered. All bids received after that time will not be accepted and shall be returned to the Bidder. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City. Late bids will be rejected.

1.3 PRE-PROPOSAL MEETING – NON-MANDATORY

A NON-MANDATORY pre-bid meeting will be held at 11:00 AM, Tuesday, October 10, 2023 at 9090 SW 50th Place, Cooper City, Florida 33328.

1.4 ELIGIBILITY AND COMPETENCY OF BIDDERS

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Scope of Services/Technical Specifications section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

1.5 CONTRACT TERM

1.5.1 The contract shall be for an initial period of seven (7) years commencing on April 1, 2024 awarded by City Commission or City Manager, in accordance with the Procurement Code. The contract may be extended for one (1) additional seven (7) year term under the same terms and conditions, if mutually agreed in writing by both parties.

1.5.2 Prior to extending any contract, and in exercising its discretion in its extension rights, the City shall review the Proposer's past performance, record of complaints, and compliance with the contract terms.

1.5.3 The form and legal sufficiency of the Contract shall be subject to the approval of the City Attorney.

1.6 SUPPLY/DELIVERY LOCATION

All work performed under this agreement will be ordered by and delivered to the City of Cooper City, either remotely or in-person.

1.7 PRICE

Bidder/Proposer warrants, by virtue of bidding, that the bid and prices quoted in the solicitation will be firm for acceptance by the City for a period of 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 COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term of seven (7) years. No cost increases shall be accepted in this initial contract term except as described in Section 5.7.6. Please consider this when providing pricing for this request for proposal.

Bidders shall submit firm, fixed pricing for years one (1) through seven (7) in accordance with the provided price proposal sheets. The City will not consider any changes to pricing for the initial term except for changes in commercial/rolloff disposal costs as described in Section 5.7.6 herein.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All-Urban Consumers Price Index (CPI-U), Water and Sewer and Trash, Garbage and Trash Expenditure as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%) unless agreed upon by City.

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

Residential Collection unit count shall be updated once annually and the number of units charged by the Contractor adjusted based on that update, with an effective date of October 1st each year beginning October 2025.

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. City will consider awarding Residential Bulk Services to separate proposer. Should the City award a separate contract for Bulk Services, the Contractor awarded the remaining Residential, Commercial and Rolloff Services shall be considered the Primary Contractor.

THE CITY IS REQUESTING PRICING ON THREE ALTERNATIVE SCHEDULES FOR BULK WASTE PICKUP. CONTRACTORS ARE ASKED TO PROVIDE PRICING FOR THE FOLLOWING:

1) Bulk Serviced 1x Month up to 6cy (Price Per Unit, Per Month) THIS IS CURRENT SCHEDULE; PROPOSERS MUST PROVIDE PRICING FOR THIS SCHEDULE, OR MAY BE DEEMED NON-RESPONSIVE.

2) Bulk Serviced 1x Month up to 6cy- MONDAY SERVICE ONLY (Price Per Unit, Per Month) OPTION A

3) Bulk Serviced Every Other Month up to 10cy (Price Per Unit, Per Month) OPTION B

4) Bulk Serviced Quarterly (4x Annually) up to 15cy (Price Per Unit, Per Month) OPTION C

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, or sent via US Mail to City of Cooper City, 9090 SW 50 Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapters 218, Florida Statutes.

1.11 INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via email Purchasing@CooperCity.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid Schedule. No part of your bid can be submitted via fax or e-mail.

1.12 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.

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, September 29, 2023
NON-MANDATORYPre-Bid Meeting (11:00 AM EST at 9090 SW 50th Place, Cooper City, Florida 33328)	Tuesday, October 10, 2023
Last Date for Receipt of Questions of a Material Nature	Tuesday, October 17, 2023
PROPOSAL DUE (Prior to 3:00PM EST)	Monday, October 23, 2023
Review of Proposals & Selection of Candidates for Presentations	Week of October 23, 2023 Through Week of October 30, 2023
Presentations & Final Ranking	Week of October 31, 2023 Through Week of November 14, 2023
Recommendation of Award/Agenda Item Request	Tuesday, December 5, 2023
Anticipated Award of Contract by City Commission	Tuesday, December 12, 2023

*** *Schedule subject to change* ***

[END OF SECTION]

SECTION III - GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Cooper City Finance Department - Purchasing Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisement.

3.0 SPECIAL CONDITIONS
Any and all Special Conditions that may vary from these General Conditions shall have precedence.

3.1 BID/PROPOSAL TABULATIONS
Proposers desiring a copy of the Bid/Proposal tabulation may obtain one online at www.DemandStar.com.

3.2 NO BID/PROPOSAL
If not submitting a Bid/Proposal, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification shall be cause for removal of a supplier's name from the Bid/Proposal mailing list. NOTE: In order to qualify as a respondent, a Bid/Proposer shall submit a "no bid" and same shall be received no later than the stated Bid/Proposal opening date and hour.

3.3 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.)
https://library.municode.com/fl/cooper_City/codes/code_of_ordinances?nodeId=CH2AD_ARTXCOPRCO_S2-265APRE

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 commercial and residential solid waste and recycling collections 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 commercial and residential solid waste and recycling collection activities. Local manager assigned to supervise the work must have a minimum of 5-years of experience in solid waste and recycling collection operations and have served as have served as the manager for collection activities for operations of 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 SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the City, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

3.18 CONTRACT ADMINISTRATOR

The City may designate a Contract Administrator whose principal duties shall be:

- Liaise with Contractor
- Coordinate and approve all work under the contract
- Resolve any disputes
- Assure consistency and quality of Contractor's performance
- Schedule and conduct Contractor performance evaluations and document findings
- Review and approve for payment all invoices for work performed or items delivered

3.19 CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Administrator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing within ten (10) business days of his receipt to the City Contract Administrator if he/she takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

3.20 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.

3.21 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.

3.22 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.

3.23 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:

3.23.1 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;

3.23.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3.23.3 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

3.23.4 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.

3.24 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.

3.25 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:

3.25.1 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.

3.25.2 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.

3.25.3 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.

3.25.4 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.

3.25.5 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.

3.26 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.

3.27 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.

3.28 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.

3.29 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.

3.30 TERMINATION

3.30.1 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.

3.30.2 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.

3.30.3 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.

3.30.4 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.

3.31 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.

3.32 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.

3.33 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.

3.34 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.

3.35 PUBLIC RECORDS:

a. The Successful Proposer agrees to keep and maintain public records in Successful Proposer's possession or control in connection with Successful Proposer's performance under this Agreement. Successful Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Successful Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

b. Upon request from the City custodian of public records, Successful Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

d. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Awarded Vendor shall be delivered by the Successful Proposer to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Successful Proposer shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Successful Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

e. Any compensation due to Successful Proposer shall be withheld until all records are received as provided herein.

f. Successful Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

g. In accordance with Section 119.0701(1)(a), Florida Statutes, **IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CUSTODIAN OF PUBLIC RECORDS:**

CITY CLERK
CITY OF COOPER CITY
9090 SW 50 PLACE
COOPER CITY, FL 33328
954-434-4300 x #291
PRR@cooperCity.gov

3.36 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.

3.37 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.

3.38 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

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 YEAR ONE TOTAL PROPOSED AMOUNT for the residential and commercial services (excluding rolloff) 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 REQUIRED

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.

5.1.1 PURPOSE

The City of Cooper City is seeking proposals from qualified firms, hereinafter referred to as the Contractor(s), to perform solid waste collections and disposal services for the City of Cooper City, in accordance with the terms, conditions, and specifications contained in this solicitation. Collection services shall include but may not be limited to automated collection of residential garbage carts, automated collection of residential recycling carts, multi-family garbage and recycling services, commercial garbage services, bulk trash and white goods collection, and rolloff services.

5.1.2 OPEN MARKET

Commercial recycling services will be open market and will not be part of this exclusive agreement.

5.2 AGREEMENT(S)

The City of Cooper City is seeking a qualified Contractor to perform collection and disposal services as contained herein:

Residential Collection Accounts:	10,919
Commercial Collection Accounts:	164
Rolloff Collection Accounts:	28

See "**Exhibit A"** for Commercial and Rolloff Account Listing.

The City provides residential services generally described as follows:

- Twice weekly collections of curbside municipal solid waste and yard waste (MSW) using automated carts in 96-gallon capacities
- Once weekly collections of curbside recycling (RCY) using automated carts, predominantly in 96-gallon capacities
- Once monthly collections of bulky waste and white goods (BULK) limited at 6cy per customer (residential unit) per month.

Residential collection unit count shall be updated once annually and the number of units charged by the Contractor adjusted based on that update, with an effective date of October 1st each year beginning October 2025.

The City shall pay the tipping fees (disposal fees) for all residential services to include MSW, RCY and BULK directly to the disposal or processing facility.

This solicitation includes all three (3) collection services for residential (MSW, RCY and BULK). Map links below:

Residential Garbage
Residential Recycling
Residential Bulk

The City provides commercial and rolloff services generally described as follows:

- Minimum of once weekly collections of municipal solid waste (MSW) using mechanical containers (dumpsters and frontend loading compactors) and/or automated carts
- Rolloff (and Rolloff Compactor) services with capacity and frequency of service as agreed upon between customer and Contractor and in compliance with the City's Code of Ordinances-

https://library.municode.com/fl/cooper_City/codes/code_of_ordinances?nodeId=CH8GATRVEGR_ARTILI_S8-13OWMAPRFRLI and as amended from time to time

Contractor shall pay the tipping fees (disposal fees) directly to the disposal or processing facility for all commercial and rolloff services.

5.3. DEFINITIONS

As used in this Scope of work and the Agreement, the following terms shall have the meanings as set forth in this Section. The words "shall," "will," and "must" are always mandatory and not merely discretionary. The word "may" indicate something that is not mandatory but permissible. When not inconsistent with the context, words in the plural shall include the singular and vice versa, words importing persons shall include firms and corporations, words in the present tense shall include the future, and use of the masculine gender shall include the feminine gender. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the initial date of adoption of this Agreement.

5.3.1.1 Agreement

Agreement shall mean the written Agreement entered into between the City and the Contractor for the provision of Collection Services and any written amendment thereto as agreed upon by the City and the Contractor.

5.3.1.2 Alleys

Alleys shall mean a narrow street or passageway between or behind homes/houses or buildings.

5.3.1.3 Automated Collection

Automated Collection shall mean the collection of Solid Waste using Carts. Automated collection may mean an automated collection system or a semi-automated collection system.

5.3.1.4 Biological Waste

Biological waste means solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

5.3.1.5 Biomedical Waste

Biomedical waste means any solid waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste that contains human-disease-causing agents; discarded disposable sharps; human blood and human blood products and body fluids; and other materials that in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility.

5.3.1.6 Bulk Waste/Trash

Bulk Waste/trash shall mean large, discarded items including, but not limited to, discarded White Goods, toilets, pool heaters, sheet metal, bedding, furniture, yard waste and other similar items.

Bulk generated by a contractor remodeling, repairing, or installing equipment at a residential home should be disposed of by the contractor performing the remodeling/repair work. In the event bulk waste is left for curbside pickup, it shall be considered unacceptable waste and will not be removed by City's contracted hauler.

5.3.1.7 Cans and Garbage Cans
Cans and Garbage Cans shall mean a City approved plastic can of a type commonly sold as garbage cans of a capacity not more than ninety-six (96) gallons in size.

5.3.1.8 Carts
Carts shall mean a container with an attached tight-fitting lid of up to, approximately, ninety-six (96) gallons mounted on wheels and designed to hold Recyclables or Solid Waste and to be mechanically dumped into a collection truck. All Carts shall be clearly marked in a manner approved by the Contract Administrator.

5.3.1.9 City
City shall mean the City of Cooper City, Florida, a municipal corporation of the State of Florida acting through the City Commission, City Manager, or official designated by the City Manager.

5.3.1.10 City Facility
City Facility shall mean a City owned location designated for service under this agreement.

5.3.1.11 Collection and Collect
Collection and Collect shall mean the act of picking up Solid Waste, Yard Waste, Recyclables, Construction & Demolition Debris or Bulk Waste and delivering it to a Designated Facility.

5.3.1.12 Collection Service
Collection Service shall mean the Collection of Solid Waste, Yard Waste, Recyclables, Bulk Waste, and delivery to the Designated Facility by the Contractor.

5.3.1.13 Commingled
Commingled refers to a system in which all paper, plastics, glass, metals, and other program recyclables are mixed together.

5.3.1.14 Construction and Demolition Debris (C&D Waste)
Construction and Demolition Debris (C&D Waste) means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause the resulting mixture to be classified as other than construction and demolition debris. The term also includes:

(a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
(b) Except as provided in Section 403.707(9)(j), F.S., yard trash and unpainted, nontreated wood scraps and wood pallets from sources other than construction or demolition projects;
(c) Scrap from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities; and

(d) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

5.3.1.15 Commercial Service Unit
Commercial Service Unit shall mean all units other than Residential Service Units, Multi-family Service Units, or City Facilities. Commercial Service Units includes apartment complexes. The City reserves the right to designate establishments as Commercial Service Units under this Agreement.

5.3.1.16 Contractor
Contractor shall mean that person or entity that has entered into this agreement to provide the services described herein.

5.3.1.17 Contract Administrator
Contract Administrator means the City of Cooper City Manager or his/her designee.

5.3.1.18 Compactor
Compactor shall mean any Container, regardless of its size, which has a compaction mechanism, whether stationary or mobile, and approved for use by the Contract Administrator.

5.3.1.19 Container
Container shall mean Cart, Can, Compactor, Dumpster, and Roll-off.

5.3.1.20 Curbside
Curbside shall mean adjacent to, or in proximity, to thoroughfares, roadways, or parking areas as determined by the Contract Administrator.

5.3.1.21 Designated Facility
Designated Facility shall mean the disposal and recycling facilities designated by the City for receiving Solid Waste, Yard Waste, Bulk Waste, or Recyclable Materials under this Agreement.

5.3.1.22 Dumpster
Dumpster shall mean any container excluding compactors with a tight-fitting lid and minimum of one (1) cubic yard and maximum of eight (8) cubic yards approved by contract administrator designed to receive and transport and dump waste.

5.3.1.23 Enclosure
Enclosure shall mean any structure designed for the storage of Containers at Commercial Service Units or Multi-Family Service Units.

5.3.1.24 Extra Pick-Ups
Extra pick-ups shall mean collection of services provided by contractor on a day other than the scheduled collection days or extra loads other than usual collection.

5.3.1.26 Garbage
Garbage shall mean kitchen and table refuse, all general combustible waste, such as paper and rags, paperboard boxes, and every accumulation of animal and vegetable matter that attend the preparation, decay, dealing in or storage of food such as: meats, fish, fowl, game, fruits and vegetables.

5.3.1.27 Hazardous Waste

Hazardous waste means solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

5.3.1.28 Multi-Family Service Unit

Multi-family Service Unit shall mean condominium residential units typically receiving Collection Service by Dumpsters or Compactors. The City reserves the right to designate Multi-family Service Units.

5.3.1.29 Processable Waste

Processable Waste shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agriculture, commercial and light industrial wastes, commercial waste, leaves and brush, paper and cardboard, plastics, wood and lumber, rags, carpeting, occasional tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties, and logs, and excluding unprocessable waste and unacceptable waste.

5.3.1.30 Recovered Materials or Recyclable Material and Recyclables

Recovered Materials or Recyclable Material and Recyclables shall mean metal, paper, glass, or plastic materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described in this subsection are not solid waste.

5.3.1.31 Recycling Cart

Recycling Cart shall mean a receptacle with wheels with a capacity of up to, approximately, ninety-six (96) gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by Contract Administrator for the Collection of Recyclable Materials. All such Recycling Carts must be clearly marked in a manner as approved by the Contract Administrator.

5.3.1.32 Residential Service Units

Residential Service Units shall mean residential establishments located in Service Area and identified by Contract Administrator as Residential Service Units and utilizing a Can or Solid Waste Cart(s) for the accumulation and set out of Solid Waste in accordance with this Agreement. At the sole discretion of Contract Administrator, some, all or none of the multi-family establishments utilizing Solid Waste Cart(s) shall be considered a Residential Service Unit(s).

5.3.1.33 Rolloff

Rolloff shall mean any container, excluding compactors and dumpsters with a capacity of greater than 8 cubic yards which is normally loaded onto a truck and transported to a disposal facility approved by the contract administrator.

5.3.1.34 Single Stream

Single Stream shall mean a Collection process in which all Recyclable Materials are collected mixed together with no sorting required by Residential Service Unit, Commercial Service Unit, City Facility, or other Person generating the Recyclable Materials.

5.3.1.35 Special Events
Special Events shall mean events sponsored or co-sponsored by City.

5.3.1.36 Solid Waste
Solid Waste means sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials are not solid waste.

5.3.1.37 Source Separated
Source Separated shall mean that the Recyclable Materials (Recovered Material) are separated from Solid Waste at the location where the Recyclable Materials and Solid Waste are generated. The term does not require that various types of Recyclable Materials be separated from each other, and recognizes de minimis Solid Waste, in accordance with industry standards and practices, may be included in the Recyclable Materials.

Materials are not considered Source Separated when two or more types of Recyclable Materials are deposited in combination with each other in a Commercial Service Unit's Collection Container located where the materials are generated **and when such materials contain more than 10 percent Solid Waste by volume or weight**.

For purposes of this Agreement, the term "various types of Recyclable Materials" means metals, paper, cardboard, glass, plastic, textiles, and rubber.

5.3.1.38 Special Pick-up Service
Special Pick-up Service shall mean Collection Services provided by Contractor other than the scheduled services.

5.3.1.39 State
State shall mean the State of Florida.

5.3.1.40 Ton
Ton shall mean a unit of weight equal to 2,000 pounds.

5.3.1.41 Unacceptable Waste
Unacceptable Waste shall mean: (a) Hazardous Waste,
(b) Lead Acid Batteries, (c) Nuclear Waste, (d) Radioactive Waste, (e) sewage sludge,
(f) explosives, (g) asbestos containing materials, (h) beryllium containing waste, (i) nickel cadmium batteries, (j) mercury containing devices, (k) untreated biomedical waste,
(l) biological waste, (m) appliances containing chlorofluorocarbons (CFCs), (n) items of waste that would reasonably be believed to likely pose a threat to health or safety, or (o) the acceptance and disposal of which may cause damage to the Disposal Facility or that are prohibited by state or federal law.

5.3.1.42 Unprocessable Waste
Unprocessable Waste shall mean that portion of the solid waste stream that is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery system. Unprocessable waste shall include, but not limited to, metal furniture and appliances, concrete rubble, mixed roofing materials, noncombustible building debris, rock, gravel and other earthen materials, equipment, wire and cable, and any item of solid waste exceeding six feet in any one of its dimensions

such that a sphere with a diameter of eight inches could be contained within such mass portion, and processable waste (to the extent that it is contained in the normal unprocessable waste stream).

5.3.1.43 White Goods

White Goods shall include discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances. White Goods shall include non-freon containing appliances.

5.3.1.44 Yard Waste

Yard Waste shall mean include all accumulations of shrubbery, cuttings, palm fronds, or tree limbs, vegetative matter resulting from landscaping maintenance, and other items of a similar nature.

5.4 GENERAL COLLECTION REQUIREMENTS

5.4.1 Hours of Operations

Contractor shall make collections Monday through Saturday. Contractor shall not allow collection vehicles to begin service before 7:00 A.M. or operate after 7:00 P.M unless express written approval is provided by the Contract Administrator or his/her designee. Such permission does not waive any administrative fees or administrative penalties as outlined in this contract unless explicitly requested by Contractor and approved by City's Contract Administrator. Such permission shall be given or denied at the City's sole discretion.

5.4.2 Service Hour Changes

Notwithstanding anything else contained herein, the hours and days of collection service may be extended or reduced when such change is requested by the Contractor and approved in advance by the Contract Administrator and when the Contract Administrator determines that such change is necessary or otherwise appropriate to protect the public health, safety or welfare.

5.4.3 Maintaining of Schedules

At times during the year the quantity of solid waste, yard waste, bulk waste and/or recycling may be materially increased due to seasonality, tourism, special events occurring in the area and other social and economic drivers. These variations will not be considered justification for the Contractor to not maintain the required collection schedules and routes. Additionally, these fluctuations will not justify or excuse a failure by the Contractor to provide service in compliance with the approved schedules and routes. The Contractor is responsible for the timely collection of all materials that are set out on the scheduled collection days, subject to the conditions herein, regardless of any fluctuations in the amount of material that is set out.

5.4.4 Adjustments to the Service Area

The boundaries of the service area may be adjusted from time to time as a result of actions by the City or others, with a minimum of 60-days notice by the City. Similarly, the boundaries of the service area may be adjusted if lands are added to or removed from the City pursuant to an annexation, interlocal agreement, or similar change after the effective date. In such cases, the rights of the Contractor may be revised in accordance with Section 171.062, Florida Statutes, or other applicable laws.

The annexation of land after the effective date may require the Contractor to provide collection services in the annexed area or, in the alternative, such area may be served by another Contractor or entity.

In either case, the Contractor shall provide its services in the City (with or without the annexed area) for the rates established in this under this agreement. There shall be no change in the Contractor's rates if collection service in the newly annexed area is provided by another Contractor or entity. There also shall

be no change in the Contractor's rates if the boundaries of the service area are revised after the effective date.

Contractor shall be compensated for the number of residential units added in the adjusted service area with an effective date of the first collection by Contractor as agreed upon with City. Unit count will then become a part of the contract unit count and adjusted as described in Section 5.2.

5.5 SERVICE STANDARDS

The successful bidder will provide a level of service equal to or greater than the industry standard for each account.

The work will be done in a sanitary manner. The Contractor's employees will pick up trash, recyclables or yard trimmings spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck immediately.

Residential and Commercial containers shall be emptied and returned to the customer's original placement location/designated setout location at each service location with lids closed. However, the Contractor shall ensure that no containers are placed in areas where they become obstructions to pedestrians, traffic flow, roadways, or driveways. Containers shall remain upright with lid closed and shall be left in a neat and orderly manner. Containers shall be handled with due care at all times. Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition.

Contractor shall schedule and dispatch sufficient quantities of equipment and labor to successfully complete the routes each day, within the allotted time period and obtaining desired program results.

Contractor shall not operate on City roadways in a manner that unnecessarily disrupts the flow of traffic and will not impede traffic flow in and around school loading and unloading zones while in active use.

Noise and disturbance will be kept to a minimum and Contractor shall comply with any and all applicable rules and laws including § 10-1 "Cooper City Noise Chapter" of the City's Code of Ordinances. https://library.municode.com/fl/cooper_City/codes/code_of_ordinances?nodeId=CH10NO

5.5.1 Special Disability Pull Out Service for Residential Waste & Recycling

The Contractor will be responsible to provide special pull-out services for customers who are disabled and who have provided required documentation to the City. There are currently ten (10) customers in the City that are unable to place their cart(s) curbside. The contractor will be responsible to bring the cart(s) to the curb for dumping and then return it to its original placement. There will be no additional charge for those residents that are unable to bring their garbage cart to the curb. The City reserves the right to increase or decrease these numbers as may be required at no additional cost to the City. Bulk services are excluded from this requirement. Contractor is not obligated to collect material that is placed outside of the cart.

5.5.2 Materials in Unapproved Containers & Customer Education

Any materials set out for residential collection that are not in an approved container will be left at the pick-up location along with instructional materials provided by the Contractor and approved by the City educating the customer about the City's solid waste plan and recycling program. Contractor is not obligated to collect material that is placed outside the Mechanical Container or Cart.

In the event that non-recyclable materials are placed in the residential recycling cart, the Contractor will leave the materials in the cart along with instructional materials provided by the Contractor and approved by the City educating the customer about the recyclable materials accepted in the City recycling program and how to prepare those materials.

5.5.3 Temporary Street Closures for Residential Services Units

In those instances where a public or private street within the Service Area is temporarily closed to vehicular traffic due to construction, special event, public safety incident, etc., the Contractor shall make every effort to service the customer, including servicing the customer through pedestrian access, if available, to provide no disruption of service to the Residential Service Unit.

The Contractor shall not receive additional compensation, or a waiver on collection times and completion, resulting from the streets being inaccessible. The contractor is responsible for determining whether to utilize pedestrian access or return within 24 hours to collect the missed pickups.

5.5.4 Exclusive Routes & Route Restructuring

The City recognizes that residential routes may need to be restructured and that the Contractor desires to provide service as efficiently as possible. Contractor will be responsible for providing any routing software, equipment, personnel and expert technical support (including consultant, if needed) at Contractor's expense, to provide options for restructuring routes of services for which they are contracted. Service levels shall remain the same to customers with no changes in service frequency. City Contract Administrator shall have final approval for any changes proposed. All changes are subject to final written approval of the City and must include a formal timeline for implementation, including public outreach which will be at the Contractor's sole expense. Contractor is responsible for providing all route restructuring services, including reports as requested by the City along with any data required to make an informed decision, in a format acceptable to the City. Timing of reroutes, if approved, shall be determined by the City, at the City's sole discretion.

Should contract be awarded to more than one Contractor, the Contractor requesting the route restructuring shall bear the responsibility of all routing related to their contracted services including software, equipment, personnel and expert technical support (including consultant, if needed) at Contractor's expense.

The City will consider a Monday through Friday collection schedule.

Contractor shall notify the City of its routes and schedules. City reserves the right to deny Contractor access to certain streets, alleys and public ways inside the City where the City determines that it is in the interest of the general public to do so because of the conditions of the streets, bridges or other infrastructure. Contractor shall not interrupt the regular schedule and quality of service because of such street closures.

Customers serviced under this contract shall be provided service on the established route service days. City shall receive electronic copy of all routes run by Contractor including, but not limited to, route boundaries, house count, trucks deployed and house count upon request. All route and schedule changes are subject to approval by the City's Contract Administrator or designee. Changes in collection schedules shall be prominently provided to each affected customer by individually notifying same in writing with notice in a format approved by City. City reserves the right to design and draft such notices at its sole discretion. All costs for printing and mailing/distribution are to be borne by the Contractor.

City expressly reserves the right to approve or deny any requests for routing or scheduling changes.

Contractor shall not be responsible for scattered materials unless caused by their operations or staff, in which case all scattered material shall be picked up immediately by the Contractor.

Contractor and their employees shall not be required to expose themselves to the danger of being bitten or injured by dogs or other animals at large. Contractor shall immediately notify the owner or occupant of the property along with the City to immediately cure the safety risk.

The Contractor shall increase the routes, work force and equipment as needed to properly perform under this contract.

City reserves the right to request or conduct an audit of the Contractor's routes at its sole discretion. This may be performed by the City, a subcontractor approved by the City or by the Contractor at the City's request. Contractor agrees to cooperate with such requests. Contractor agrees to provide all information requested by the City related to its routes, equipment and employees providing service under this contract including but not limited to access to GPS, route sheets, equipment information, etc. Contractor agrees to conduct audits from time to time as requested by the City including but not limited to contamination or resident participation in collection programs. This shall be at no cost to the City.

5.5.5 Holidays – Christmas Day

For this contract, the only recognized holiday shall be Christmas Day, annually on December 25th.The Contractor shall not be required to provide residential collection services to customers. In those instances where the scheduled collection day falls on Christmas Day, the contractor shall conduct the collection service on the next regularly scheduled collection day for the customer. No additional "make up" service will be required for MSW or RCY. For residential bulk waste collections, Contractor will provide a make-up day scheduled and approved by the Contract Administrator. For Commercial customers, Rolloff customers and Multi-family customers serviced with mechanical containers, Contractor will provide a make-up day and coordinate schedule with customer, subject to the City's approval.

Example: *If the residential customer's garbage collection days are Mondays and Thursdays and Monday is Christmas Day, December 25, their next scheduled service day would be on Thursday December 28. The customer would place their garbage at the curb on Thursday December 28, their next regularly scheduled collection day after Christmas, and it shall be collected.*

Holiday (Christmas) trees: For three weeks following Christmas Day, (Primary)Contractor responsible for Residential MSW and RCY collections agrees to collect live Christmas trees placed to the curb for disposal. Residents will be required to remove all lights, ornaments, and other decorations. Quantities collected must be tracked by the Contractor and reported to the City. Such collections shall be collected and disposed of as yard waste and taken to a disposal facility as approved by the City's Contract Administrator.

5.5.6 Sufficient Inventory of Containers

The Successful Proposer(s) shall be responsible for providing and maintaining a sufficient inventory of Containers including but not limited to Carts, Cans, Decals, Compactors, Dumpsters, and Roll-offs for Solid Waste and Recycling Services to ensure that extra or replacement Containers can be provided to customers in accordance with the terms and conditions of the Contract. Contractor is responsible for the storage of Containers at a secure location of their choosing, subject to approval by the City's Contract Administrator.

5.5.7 Disaster Services

In the event of a disaster, such as a hurricane, the Contractor will be expected to continue with collection service until the City declares a "State of Emergency" and/or until the Contract Administrator and Contractor agree that service should be suspended due to unsafe conditions. The Contractor will be expected to resume and continue normal collection schedules as soon as safely possible. Due to the magnitude of the disaster, if the Contractor is called upon to assist in debris clearing or other duties under "State of Emergency", the Contractor may be eligible for additional compensation under rates and adjustments. No additional compensation should be expected for increased cart tonnage before or after the State of Emergency. No additional compensation should be expected for general windstorms, poor weather conditions or other unusual events outside of a "State of Emergency" declaration.

5.6 COLLECTIONS FROM RESIDENTIAL SERVICE UNITS

5.6.1 Customers Serviced

Residential Units: **10,919**

Count broken down as follows:

- Single Family Units: 10,126
- Multifamily Units: 641
- Quadplex Units: 136
- Octoplex Units: 16

5.6.2 Residential Carts

The City has issued each residential unit the following (automated) wheeled carts for residential collection services unless otherwise indicated:

- Two (2) Green 96-gallon carts for garbage and yard waste combined (MSW) serviced twice (2x) per week
- One (1) Blue 96-gallon cart for single-stream recycling serviced once (1x) per week

A limited number of residential customers may have more than two (2) carts for MSW. The current number of customers with more than two (2) carts is 25. This may increase or decrease at any time during the contract period. Contractor shall service carts as directed by the City at no additional cost to the City. See current list below:

9431	SW 51 CT	2 96 GAL TOTER REL ADDITIONAL
10030	NW 35 ST	1 96 GAL TOTER REL ADDITIONAL
10362	SW 50 CT	1 96 GAL TOTER REL ADDITIONAL
12150	SW 51 PL	1 96 GAL TOTER REL ADDITIONAL
5430	SW 115 AVE	1 96 GAL TOTER REL ADDITIONAL
11083	CHANDLER DR	1 96 GAL TOTER REL ADDITIONAL
10749	NASHVILLE DR	4 96 GAL TOTER REL ADDITIONAL
10167	SW 52 ST	1 96 GAL TOTER REL ADDITIONAL
5123	SW 93 AVE	1 96 GAL TOTER REL ADDITIONAL
4960	SW 90 TER	1 96 GAL TOTER REL ADDITIONAL
4966	SW 90 TER	1 96 GAL TOTER REL ADDITIONAL
11550	SW 56 CT	1 96 GAL TOTER REL ADDITIONAL
12153	SW 49 CT	1 96 GAL TOTER REL ADDITIONAL

5006	SW 90 WAY	1 96 GAL TOTER REL ADDITIONAL
3698	NW 96 AVE	1 96 GAL TOTER REL ADDITIONAL
5215	SW 91 TER	1 96 GAL TOTER REL ADDITIONAL
3501	BARK WAY	1 96 GAL TOTER REL ADDITIONAL
10983	BOSTONDR	1 96 GAL TOTER REL ADDITIONAL
11079	NASHVILLE DR	1 96 GAL TOTER REL ADDITIONAL
11112	BOSTONDR	1 96 GAL TOTER REL ADDITIONAL
11335	SW 58 CT	1 96 GAL TOTER REL ADDITIONAL
Total Carts over 2		**25**

The awarded Contractor shall assume the responsibility of all existing carts for garbage and recycling at Residential Service Units.

Carts shall be emptied and returned to the customer's original placement location. However, the Contractor shall ensure that no carts are left in the roadway or blocking ingress/egress including but not limited to driveways, alleyways, sidewalks and bicycle lanes. Carts shall be placed upright with the lids closed. Carts shall be left in a neat and orderly manner along the length of the neighborhood block. Carts shall be handled with care at all times.

At no time shall a City cart be used for other contracts, open market commercial activities or for any purpose other than use by a recognized City customer serviced under this contract.

It will be the Contractor's responsibility to procure new carts with the City providing final approvals including, but not limited to, cart specifications, design, branding, and in-mold labelling.

Contractor should include proposed cart specifications in their response to this solicitation. At a minimum, the specification sheet(s) shall address the following:

- Manufacturer
- Construction material, including post-consumer recycled content
- Molding technology
- Standards of design (American National Standards Institute- ANSI)
- UV Stabilization certificate
- Load rating
- Design standards for lid, handles, lifting, bottom, wheels, axles and fasteners
- Interior and exterior finish surfaces
- Color
- Volumetric capacity
- Identification and marking
- Manufacturer's warranty (City prefers 10 years)

City will provide Contractor with electronic, print-ready graphics for cart hot stamps and in-mold labelling. The costs related to the procurement of carts will be borne by the Contractor as outlined below. All replacement parts shall be procured by the Contractor at the Contractor's sole expense. The City retains rights to all inventory distributed and in use at the curb, along with any remaining inventory,

of both carts and associated cart parts procured for use under this contract. This includes ownership rights upon expiration or termination of this contract whether at the City or the Contractor's request.

The Successful Proposer(s) shall be responsible for providing and maintaining a sufficient inventory of Carts to ensure that extra or replacement Containers can be provided to customers in accordance with the terms and conditions of the Contract. Contractor is responsible for the storage of City carts at a secure location of their choosing, subject to approval by the City's Contract Administrator. Contractor shall provide a monthly inventory of carts to the City no later than the first Monday of each calendar month, unless otherwise agreed upon in writing by the City's Contract Administrator. Inventory report shall include:

A. New Carts by Type and Size
B. Refurbished Carts by Type and Size
C. Damaged Carts (no longer useable)

5.6.3 New/Replacement Containers for Residential Service Units

Contractor is expected to have containers available for residents in the event a Residential Service Unit reports their cart as damaged or missing/stolen. Upon notification to the Contractor by the City or customer that the Residential Service Unit's Container has been stolen or has been damaged, the Contractor shall deliver a replacement Container to such Residential Service Unit within five (5) working days. There shall be no limit on the number of times that a container may be replaced at any given Residential Service Unit.

Historical service requests for the last 3 years below:

CONTAINER SIZE	35 gal	64 gal	96 gal	Grand Total
Total MSW	3	298	5,141	5,442
2020		76	1,537	1,613
2021		105	1,473	1,578
2022	1	71	1,210	1,282
2023	2	46	921	969
Total RECYCLE		70	1	71
2020		35		35
2021		22		22
2022		10	1	11
2023		3		3
Grand Total	**3**	**368**	**5,142**	**5,513**

5.6.4 Smaller Sized Carts

The Contractor shall provide Residential Service Units the option, upon request, for a smaller automated cart for recycling or MSW. These options should include the approximate sizes of 65 and 35 gallons.

The City does not currently have a list of what sized cart(s) are located by Residential Service Unit nor a container count for residential service.

5.6.5 Recyclable Materials to be collected

The City's single-stream recycling program currently accepts the following:

- Mixed paper- A mixture of various qualities of paper not limited to type of fiber content. Acceptable fibers include newspaper, inserts, catalogs, magazines, junk mail, office paper, soft-covered books, file folders, shredded paper, phone books, paper bags, soda cartons and boxes from items such as cereal, tissue, rice and pasta.
- Aluminum food and beverage containers
- Steel food and beverage containers
- All plastic bottles and containers marked 1,2,3,4,5,6 and/or 7. This includes milk and soda bottles, detergent bottles, shampoo bottles, etc.
- Aseptic containers (milk and juice cartons/drink boxes)
- Glass food or beverage containers - clear, brown and green
- Cardboard

The City reserves the right to add or remove acceptable items from its single-stream recycling program at the City's sole discretion. Contractor will be provided 30-days written notice should there be a change in the materials accepted.

5.6.6 Residential Communities with Mechanical (Containerized) Services

There are currently five (5) residential communities that have containerized pickup service:

- Baffy Woods Condominium
- Camelot Gardens
- Camelot Lakes
- Crown Colony
- Forest Lake Townhomes

Residents receive MSW and RCY service using community containers (frontend load (FEL) dumpsters and/or carts). These community containers shall be provided, maintained and serviced by the Contractor. Ownership of such equipment remains with the Contractor at all times unless otherwise agreed upon by the Contract Administrator, in writing, with terms mutually agreed upon by both the Contractor and the City. Changes in service including increases or decreases in container size and frequency of service and types of containers provided may change from time to time. Current service levels below:

Community	Address	No. of Cans	Service Frequency (Week)	Can Size
Baffy Woods	5100 SW 90th Avenue			
Solid Waste		2	4x	2yd FEL
Recycling		7	1x	90gal
Camelot Gardens				
Solid Waste		10	2x	6yd FEL
Recycling		25	1x	90gal
Camelot Lakes				
Solid Waste		4	3x	6yd FEL
Recycling		12	1x	90gal
Crown Colony	2859 S. Belmont Lane			
Solid Waste		6	2x	8yd FEL
Recycling		20	1x	90gal
Flamingo Lakes	SW 51st Street			
Solid Waste		6	3x	6yd FEL
Recycling		33	1x	90gal

These communities receive bulk collection services with piles placed at designated locations for each community. Contractor shall provide all services at no additional cost to the City. Contractor shall be paid for the units at these locations through the residential billing per unit. House count for these locations is a total of 641 as per below. Any adjustments (increase or decrease) in units for these communities will be reflected in annual house count adjustment (see Section 5.2)

Baffy Woods	55
Crown Colony	156
Camelot Gardens	176
Camelot Lakes	82
Flamingo Lakes	172
Total Units	**641**

5.6.7 Pick-Up Locations

Solid waste and recycling collection service is provided to all residential customers. Service areas in Cooper City have differing requirements and challenges. Bidder must demonstrate the ability to possess all resources required to service if awarded.

Customers place their carts curbside for collection. However, in a few locations service is provided in the paved alley. In certain locations, such as cul-de-sacs and one-way streets, the driver may have to manually pull the carts to the truck to provide service. If access to a curbside cart is not directly accessible from the collection vehicle, the driver may have to manually pull the cart to the truck in order to provide service. The Contractor shall reposition the cart in reasonable proximity to where it was set out for collection by the resident. Alternative collection areas for identified accounts shall be provided when identified by the City.

The Contractor shall provide Service for the Disabled as described in section 5.5.1 herein.

Contractor is not obligated to collect materials placed outside the Mechanical Container or Cart.

Quadplexes and Octoplexes receive backdoor service. Contractor shall provide such service at no additional cost. Contractor and/or City may change manner of collection upon request, at approval of the City, at any time during this agreement. Addresses for these units are below:

Service Addresses- Quad and Octoplexes	
5219 SW 91 AVE	5215 SW 91 AVE
5221 SW 91 AVE	5214 SW 91 AVE
5222 SW 91 AVE	5280 SW 90 WAY
5291 SW 90 WAY	5210 SW 90 WAY
5220 SW 91 AVE	5260 SW 90 WAY
5240 SW 90 WAY	5209 SW 91 AVE
5230 SW 90 WAY	5207 SW 91 AVE
5205 SW 91 AVE	5261 SW 90 WAY
5206 SW 91 AVE	5270 SW 90 WAY
5211 SW 90 WAY	5281 SW 90 WAY
5241 SW 90 WAY	5218 SW 91 AVE
5251 SW 90 WAY	5213 SW 91 AVE
5221 SW 90 WAY	5217 SW 91 AVE
5231 SW 90 WAY	5216 SW 91 AVE
5208 SW 91 AVE	5212 SW 91 AVE
5250 SW 90 WAY	5290 SW 90 WAY
5220 SW 90 WAY	5210 SW 91 AVE
5211 SW 91 AVE	5271 SW 90 WAY

It will be the sole responsibility of the bidder to tour the specific routes and familiarize themselves with the work addressed in the contract and the levels of service expected. It is strongly suggested that the bidder become familiar with all routes to understand the requirements and equipment necessary to provide bulk, garbage, and recycling cart collection to each customer.

No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

All sanitation customers serviced by the Contractor within the City shall be entitled to collection service. In the event a road or property is not accessible due to construction, special event, public safety, incident, etc., the Contractor shall make every effort to service the customer the same day or the next business day and coordinate with City staff during these instances.

5.6.8 Materials Recovery Facility and Title to Recyclable Materials

Title and liability for recyclable materials collected by the Contractor during the provision of collection service shall also remain with the Contractor once collected until such recyclable materials are properly delivered to the Materials Recovery Facility.

All recyclable items must be processed at a recycling facility approved by the City. The City has a contract with Waste Management (WM) for the processing of all recyclables collected under this contract. All handling and disposal shall be done in accordance with all Federal, State and local laws, standards and requirements.

5.6.9 Prohibition of Mixing Separated Recyclables with Garbage

The Contractor is prohibited from collecting separated recyclables from a household and mixing them with garbage unless the City Contract Administrator grants prior written approval.

5.6.10 Collection of Bulk Waste from Residential Service Units

Curbside bulk collection shall occur once per month with a limit of 6 cubic yards collected per sanitation unit unless authorized by Contract Administrator. Contractor shall tag any piles in excess of 6 cubic yards in a manner acceptable to the City including the use of stickers, tags or door hangers. Such notices shall be created and printed by the Contractor at the City's request. Contractor bears the expense for such notices.

Any bulk pile left uncollected by the Contractor must be tagged and reported to the City in a manner acceptable to the City by close of the business day.

Bulk waste shall be placed at the curb for collection by 7am on the scheduled service day.
Bulk waste must be generated from the property. Imported waste is not accepted.
Bagged garbage and putrescible waste is not accepted in bulk waste collection.
Materials accepted for bulk service include but are not limited to:

- Furniture
- Carpet
- Mattresses
- Toys
- Bicycles
- Yard Waste
- White Goods (Refrigerators, Stoves, A/C Units, Washers, Hot Water Heaters, etc.)
- Non-contractor construction debris such as bathtub, toilet, fencing, doors, sinks, cabinets
- Items in the bulk pile cannot exceed 12 feet. Glass must be placed in a sturdy, rigid container for collection.
- Combining bulk trash piles is not acceptable.
- Dirt, sand, pavers, concrete, masonry and tile are not eligible for bulk service.
- Tree stumps or any tree section more than 12 inches in diameter are not accepted in bulk piles.
- Hazardous materials, including paint and other liquids, are not accepted in bulk piles.
- Boats and boat parts, vehicles and vehicle parts are not accepted in bulk piles.
- The Contractor shall be responsible for the proper handling of any white goods and electronic equipment that the Contractor collects. The Contractor shall take appropriate steps to minimize the release of freon, coolants, and other similar materials from white goods. A customer is not required to remove freon, coolants, or other similar materials from white goods before the white goods are set out; the Contractor is not required to remove such

materials from the white goods before the white goods are placed in the Contractor's vehicles.

If a customer has more than the limit of 6cy curbside or desires an additional bulk collection, Contractor shall provide an estimate to customer and confirm acceptance of estimate with customer. Such activities including cubic yards and estimate price shall be reported to the City in a format acceptable to the City. Collection should be made on a day as agreed upon with customer but in no case in excess of three (3) business days of the request having been made. Contractor is responsible to provide estimate at the approved per cubic yard rate schedule with all fees collected directly by the Contractor. The City has no obligation or responsibility to bill or collect any fees related to this activity. City shall receive franchise fees against these revenues. City shall be responsible for costs of disposal.

Additional Pick-ups as Requested: At the City's request, the Contractor shall provide pick-ups during a non-scheduled route day.
The City may request extra service for a special event, clean-up event or emergency removal. This shall be at no additional cost to the City. Contractor may receive up to 5 requests per month.

Frequency – Bulk Service
The City seeks to explore the following options for Bulk Waste Collections:

1) Once monthly, up to 6cy at a schedule identified by Contractor and approved by the City serviced multiple days each week, generally Monday through Saturday
2) Once monthly, up to 6cy per residential service unit on MONDAY only, at a schedule identified by the Contractor and approved by the City
3) Every other month, up to 10cy per residential service unit, at a schedule identified by the Contractor and approved by the City
4) Once per quarter (four times annually), up to 15cy per residential service unit, at a schedule identified by the Contractor and approved by the City

5.6.11 EDUCATION SERVICES

Should the City award a separate contract for Bulk Services, the Contractor awarded the remaining Residential, Commercial and Rolloff Services shall be considered the Primary Contractor.
The (Primary) Contractor shall provide the following public education services:

5.6.11.1 Annual Solid Waste Notice

Each year during the term of this agreement the (Primary) Contractor shall publish and distribute a notice to the residents regarding the collection service programs for residential customers. The notice shall contain at a minimum, definitions of the materials to be collected, procedures for setting out the materials and maps of the service area indicating the days when collection services will be provided. The notice shall be approved by the City prior to publication. The notice shall be distributed by the contractor no later than March 1st of every year of the agreement or such other extended date as may be mutually agreed upon by the City and the Contractor.

The notice **may** include items such as a magnet for the Residential Service Units, which could describe the day and date of the month on which Bulk Waste Collection Service will be provided.

5.6.11.2 Public Awareness Program

(Primary) Contractor agrees to cooperate in complying with requests of up to forty (40) hours per year from the City to supply a recycling truck and driver at public outreach events, provided notice of at least five (5) workdays is given. It is understood and agreed that there shall be no charge to the City by contractor for compliance with any requests to provide a demonstration collection truck and driver in

response to the City's request. In the event the City's notice for Contractor's cooperation under this section is less than five (5) workdays, Contractor, at its sole discretion, may agree to provide the requested demonstration truck and driver.

5.7 COLLECTION SERVICES FROM COMMERCIAL AND ROLLOFF SERVICE UNITS

5.7.1 Commercial and Rolloff Collection Service

The Contractor shall collect Solid Waste from Commercial Service Units within the Service Area. The size of the Container(s) or Rolloff(s) and the frequency of Collection shall be sufficient to provide that no Solid Waste shall be placed outside the Container(s), Garbage Cart(s) or Rolloff(s).

a. Commercial solid waste shall be collected in individual containers (including carts), front-load containers/bins, or compactors. The Contractor shall retain ownership of the containers, bins or compactors throughout the term of contract and upon its expiration. All containers shall have lids and the ability to be locked if requested by Customer.
b. Containers, Garbage Carts and Roll-offs, shall meet accepted industry standards and be maintained by the Company as necessary to maintain efficient and sanitary services.
c. Customer and Contractor shall determine the level of service and size of container after considering the type of business, waste generation rate and type, and other similar factors. In the event that same cannot be reasonably agreed upon, the City shall make the final determination in advance of any change. In all cases Customer and Contractor shall comply with the minimum requirements contained in the City of Cooper City Code of Ordinances, Chapter 8 unless less frequent service is approved by the City.
d. If the Contractor determines that a Commercial/Rolloff Customer's Mechanical Container or Garbage Cart is Overflowing, the Contractor shall notify the Commercial/Rolloff Customer about the Overflowing container and discuss whether the Customer should increase the size of its Collection Containers or the frequency of Collection Service.
e. The Contractor shall notify the City if it is deemed necessary to increase service for a customer and Customer refuses. The City reserves the right to approve or decline the service change. If the City approves the service change request, the Contractor shall notify the customer of the requirement for increased service frequency/container capacity and the associated rate structure. If the City declines the service change request, the Company shall continue to provide the customer the current level service. The Contractor may leave an overflowing collection container at the Customer's premises. In the alternative, the Contractor may collect the overflowing collection container and charge an additional fee based on estimated cubic yards if the Customer agrees to pay this fee.
f. All Containers, Carts and Rolloffs shall be readily accessible to the Company's crew and vehicles.
g. Contractor is not obligated to collect material that is placed outside the Mechanical Container or cart.
h. During the term of this Contract, a written service agreement between the Company and the Customer; in a format acceptable to the City, shall be entered into regarding the level and type of service to be provided, for solid waste services only.
i. The Contractor's service agreement shall identify at a minimum:
    1) the service(s) that will be provided;
    2) the size and type(s) of Collection Container(s) that will be used;
    3) the frequency of Collection Service;
    4) the Scheduled Collection Day(s);
    5) the Rates for the services that will be provided to the Customer; and
    6) the total amount to be paid each month by the Customer
j. A copy of the written service agreement shall be filed with the City within five (5) business days of execution of the written agreement or alternative interval (such as monthly reporting) as

agreed upon by City's Contract Administrator.

k. The Contractor also shall use its best efforts to execute a written service agreement with all Commercial Customers before October 1, 2024.

l. The Contractor shall execute a written service agreement with each new Commercial/Rolloff Customer before the Contractor provides Collection Service to that Customer.

m. The Contractor shall prepare a standard form that the Contractor shall use as its written service agreement with Commercial/Rolloff Customers. The proposed form shall be provided to the City for approval and whenever the Contractor proposes to change its content. The terms and conditions contained in the form shall be consistent with the requirements in this Agreement; the service agreement shall not contain any requirements or fees that are not included in this Agreement. The City shall have the authority to approve the Contractor's written service agreement, or require additions, deletions, or changes to the language therein, including changes to the disclosure statement provided below. The service contract also shall contain the following disclosure statement (addendum or supplemental attachment with acknowledgement acceptable), unless alternate language is approved by the City:

REGULATION BY COOPER CITY

This contract for the collection of Solid Waste is regulated by the City of Cooper City.

COMPACTORS- Self Contained and Breakaway

You may purchase or rent a compactor from anyone, provided the Compactor can be serviced by the Contractor's collection equipment. In the alternative, you may obtain a Compactor from the Contractor. In either case, the Compactor must be maintained in a safe, sanitary, serviceable condition by the owner of the Compactor.

SUPPLEMENTAL SERVICES

The Contractor will roll Mechanical Containers out of storage areas, open doors or gates to obtain access, or provide other supplemental services, upon request. These services also may be provided by the Customer. If the Contractor provides supplemental services, the Contractor may charge additional fees for such services. These fees must be separately identified in the "Rates for Services" disclosure statement. The maximum fees for many supplemental services are fixed by the City. A copy of these fees can be obtained from the City's Public Works Department.

RATES FOR SERVICES

The City has approved standard rates for the collection of Solid Waste. Under this contract, you will pay the following Rates for the Contractor's services. You may call the City's Public Works Department if you have questions about any of the Contractor's rates.

n. The Contractor's service contract shall identify all services that the Contractor will provide to the Commercial/Rolloff Customer and all associated rates. No fees or charges may be collected from any Customer unless such fees and charges were disclosed to that Customer before the Contractor provided its services.

o. On the Commencement Date, the Contractor shall begin to provide its Collection Services to each Commercial/Rolloff Customer in the Service Area. Thereafter, the Contractor shall provide its Collection Services for Commercial/Rolloff Waste within five (5) business days after the Contractor receives a request for service from a new customer that has signed a contract with the Contractor for such service.

p. The Contractor may terminate collection service to a Commercial/Rolloff Customer based on the Customer's failure to pay the Contractor's bills for Collection Service. The Contractor shall notify the City's Contract Administrator at least fifteen (15) calendar days before service is terminated to a Commercial/Rolloff Customer. After being notified, the City shall take whatever action it deems appropriate to enforce the Customer's compliance with the City's Ordinances.

If Commercial/Rolloff Collection Service is terminated, the Contractor may remove its Collection Containers and other equipment from the Customer's Premises. The Contractor may charge Interest on delinquent accounts with Commercial/Rolloff Customers and may charge a reasonable fee for the resumption of service, subject to applicable laws. Any fee for the resumption of service shall be subject to the City's prior approval. The Contractor shall be solely responsible for collecting any overdue fees or charges from its Commercial/Rolloff Customers. The Contractor may utilize any lawful method to collect overdue fees or charges, provided the Contractor complies with applicable law.

q. The Contractor shall be solely responsible for billing Commercial and Rolloff Customers and collecting all rates, fees, and other charges from its Customers for the Commercial and Rolloff Collection Services the Contractor provides under this Agreement. The Contractor also shall be responsible for the payment of all Tipping Fees associated with the disposal or processing of materials collected by the Contractor when providing its Commercial Collection and/or Rolloff Collection Services.

r. The Contractor shall provide Commercial Collection Service with Mechanical Containers to identified Multifamily communities in the Service Area unless otherwise approved by the City. (See 5.6.6) No service agreement shall be required of these communities.

5.7.2 Collection of Construction and Demolition, Yard Waste and Bulk Waste

Contractor shall provide Collection Service for Construction and Demolition Debris, yard waste and bulky waste that is generated by construction, demolition, and renovation projects within the City limits.

5.7.3 Exclusivity Enforcement

The City shall assist Contractor in enforcing the exclusivity of this Contract. In the event Contractor determines that a commercial establishment has not contracted for commercial collection or Rolloff collection service, Contractor shall notify the City. The City shall notify the property/business owner to cure the noncompliance. If the noncompliance is not cured, the City shall file an appropriate enforcement action.

5.7.4 Frequency - Minimum Once per Week

The Contractor shall collect commercial solid waste carts, dumpsters and front-end serviced containers and compactors a minimum of once per week. Rolloff Compactors and Rolloff dumpsters from commercial services units in the City may be on call or serviced on an alternative schedule subject to the City's approval. Putrescible waste may not be placed in an open top Rolloff dumpster.

5.7.5 Extra Yardage Billing for Overflowing Commercial Dumpsters

The contractor shall be permitted to bill extra yardage with Customer's permission when a commercial dumpster is found to be overflowing on regular service date. If Contractor intends to bill for extra yardage pursuant to this section, Contractor shall take photo of the overage that shall be retained in Contractor's computer system as a public record. Contractor will supply photo to customer and City upon request. (See 5.7.1 (d)(e))

5.7.6 Adjustments to Disposal Component of Commercial and Rolloff

The disposal component of the rates for Commercial Collection Service shall be adjusted to reflect any changes in the Tipping Fee at the Designated Disposal/Processing Facility. The Contractor shall provide the City and its Customers with advance notice of any change in the Tipping Fee and the notice shall be provided in a manner that is acceptable to the City. The Rate adjustment shall be effective on the date of the change in the Tipping Fee at the Designated Disposal/Processing Facility or the date when the Contractor gave advance notice of the Rate adjustment to its Customers and the City, whichever occurs later. For Rolloff customers charged for actual disposal as a line item, the new

disposal rate shall be used. For Commercial Services where the disposal is built into the rate, the Contractor shall calculate the amount of the Rate adjustment by using the following formula:

Disposal component of rate x (New Tipping Fee/Old Tipping Fee) = New Disposal component of rate

For example, if the current disposal component of the Rates is $15.00, the current Tipping Fee is $42.00, and the new Tipping Fee will be $44.00, then the new disposal component of the Rates will be $15.71, as shown by the following calculation:

$15.00 x ($44.00/42.00) = $15.71

5.7.7 Special Collection for Major Community Events

The City sponsors at least two (2) major community events located throughout the City each year:

1) Founder's Day (March annually)
2) Light Up Cooper City (typically 1st Friday each December)

The (Primary) Contractor will be responsible for providing collection containers (Rolloff usually or frontload if requested), and disposal services at no cost to the City for up to five (5) events annually.

5.7.8 CITY FACILITIES - No Cost to the City

The (Primary) Contractor will provide for the collection of garbage, bulk trash and recyclables at all City facilities at no cost to the City. Contractor-provided containers are to be clearly labeled to receive garbage or recyclables. Contractor agrees to supply all City facilities with both trash and recycling service at a frequency approved by the City. The capacity of container and frequency of service may change throughout the term of this contract. Contractor agrees to provide non-compaction containers (frontload dumpsters and wheeled carts) as required and service all City facilities at no charge. The City reserves the right to add, remove or adjust service locations as needed. Current locations and service levels are below:

City Hall	Address	Service Frequency/Week	Commodity	Quantity	Equipment
City Hall	9090 SW 50 Place	1x	Recycle	3	96-Gallon Cart
City Hall	9090 SW 50 Place	2x	MSW	1	4cy Frontload
Community Center	9000 SW 50 Place	2x	MSW	1	4cy Frontload
Community Center	9000 SW 50 Place	1x	Recycle	1	96-Gallon Cart
Public Works	9070 SW 51 Street	1x	Recycle	1	4cy Frontload
Public Works	9070 SW 51 Street	On Call	MSW	2	20cy Rolloff Open-Top
Suellen H Fardelmann Sports Complex	10300 Stirling Rd	3x	MSW	1	8cy Frontload
Suellen H Fardelmann Sports Complex	10300 Stirling Rd	On Call	MSW	1	20cy Rolloff Open-Top
Fire Department	10550 Stirling Rd	3x	MSW	1	8cy Frontload

Fire Department	10550 Stirling Rd	1x	Recycle	2	96-Gallon Cart
Police Department	10580 Stirling Rd	3x	MSW	1	8cy Frontload
Police Department	10580 Stirling Rd	1x	Recycle	2	96-Gallon Cart
Pool and Tennis Center	11600 Stonebridge Pkwy	1x	MSW	1	8cy Frontload
Pool and Tennis Center	11600 Stonebridge Pkwy	1x	Recycle	2	96-Gallon Cart
Flamingo West Park	6201 S Flamingo Rd	2x	MSW	2	4cy Frontload
Flamingo West Park	6201 S Flamingo Rd	1x	Recycle	1	4cy Frontload
Bill Lips Sports Complex	11700 SW 49 St	3x	MSW	1	6cy Frontload
Bill Lips Sports Complex	11700 SW 49 St	1x	Recycle	2	96-Gallon Cart
Utilities	11551 SW 49 St	3x	MSW	1	6cy Frontload
Utilities	11551 SW 49 St	On Call	MSW	2	30cy Rolloff Opentop
Utilities	11791 SW 49 St	1x	Recycle	1	96-Gallon Cart
Fleet	11221 SW 49 St	1x	Recycle	1	96-Gallon Cart
Fleet	11221 SW 49 St	2x	MSW	1	2cy Frontload
Fleet	11221 SW 49 St	On Call	MSW	3	30cy Rolloff Opentop

Contractor shall maintain a list of all City facilities serviced including facility name, address, size, type and frequency of container serviced. This list shall be provided to the City monthly, no later than the 20th of each month.

5.7.9 CONTRACT SCHOLARSHIP

(Primary) Contractor will provide the City with $10,000 annually during the life of the contract for a high school scholarship program, to help support selected graduating high school seniors with their future higher education aspirations. Contractor shall submit payment no later than 30 days of the contract start date (or no later than May 2024) and annually each year within 30 days of the contract anniversary date.

5.8 DISPOSAL AND PROCESSING LOCATIONS

5.8.1 Current Disposal Agreement

The City currently participates in an Interlocal Agreement with Broward County (through July 2, 2028) requiring that all municipal solid waste (processible waste- see 5.8.2 below), yard waste, bulky waste and construction & demolition debris be disposed at the locations listed below:

Facility	Address	Material Accepted
- Win Waste Innovations	4400 South State Road 7 Fort Lauderdale, FL	MSW
WM Oakes Road	3250 SW 50th Avenue Davie FL	Yard Waste Bulk Waste Construction & Demolition Debris
WM Reuters	2380 College Avenue Davie FL	Single Stream Recycling

5.8.2 Disposal

Processable Waste: The term "processable waste" shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agriculture, commercial and light industrial wastes, commercial waste, leaves and brush, paper and cardboard, plastics, wood and lumber, rags, carpeting, occasional tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties, and logs, and excluding unprocessable waste and unacceptable waste.

Unprocessable Waste: The term "unprocessable waste" shall mean that portion of the solid waste stream that is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery system. Unprocessable waste shall include, but not limited to, metal furniture and appliances, concrete rubble, mixed roofing materials, noncombustible building debris, rock, gravel and other earthen materials, equipment, wire and cable, and any item of solid waste exceeding six feet in any one of its dimensions such that a sphere with a diameter of eight inches could be contained within such mass portion, and processable waste (to the extent that it is contained in the normal unprocessable waste stream).

Unacceptable Waste: The term "unacceptable waste" shall mean: (a) Hazardous Waste, (b) Lead Acid Batteries, (c) Nuclear Waste, (d) Radioactive Waste, (e) sewage sludge, (f) explosives, (g) asbestos containing materials, (h) beryllium containing waste, (i) nickel cadmium batteries, (j) mercury containing devices, (k) untreated biomedical waste, (l) biological waste, (m) appliances containing chlorofluorocarbons (CFCs), (n) items of waste that would reasonably be believed to likely pose a threat to health or safety, or (o) the acceptance and disposal of which may cause damage to the Disposal Facility or that are prohibited by state or federal law.

The City shall pay for all disposal costs for residential garbage, bulk waste and recycling collections. The City retains rights to the value of all materials collected for rebate/material value purposes. Contractor shall supply the City with a list of vehicle numbers in order to establish and validate disposal accounts.

Each week, the Contractor shall submit a daily log sheet containing copies of disposal (dump) tickets to track disposal charges in a format acceptable to the City. Weight tickets are required for the City to track, reconcile and pay disposal fees. The Contractor shall turn in all disposal tickets each week. Missing tickets must be replaced. The Contractor shall pay all costs associated for duplicate scale house weight tickets. After notifying the Contractor to replace missing tickets within 5 days, the City may order duplicates from the disposal facility and cost(s) shall be deducted from the Contractor's monthly invoice. City reserves the right to charge administrative overhead if the problem becomes continuous and repetitive.

The City reserves the right to direct the Contractor to use specific disposal sites located within Broward County during the term of the contract without additional charge.

Should the City opt NOT to renew its existing agreements for disposal of processable waste, yard waste, bulk waste and/or recyclable processing with its existing disposal vendors, or the Inter-Local Agreement under which the City is currently operating is no longer in effect for any reason, or if the City, at its sole discretion, chooses to cease directing volumes from any collection activities, the City reserves the right to require Contractor to procure disposal or processing vendors. The City shall approve or deny Contractor selected vendors at the City's sole discretion. Should any disposal vendor be located outside of Broward County, the City would reimburse the Contractor based on the increase in transport cost (documented labor cost and fuel expense increase) as submitted by the Contractor and approved by the City. The City reserves the right to rebid or enter into an agreement with a disposal or recycling processing facility and direct any or all volumes to its preferred vendor.

The City reserves the right to remove commodities from its recycling collections at the City's sole discretion. Written notice will be provided to the Contractor providing 30-day notice of such change. Should the recycling processor add additional material types that are beneficial to the City, City reserves the right, at its sole discretion, to add that commodity to its collections for processing. City maintains ownership of all commodities collected and shall receive revenues for the added commodity(ies) based on the Average Market Value (AMV) determined by the Southeast USA Regional average commodity pricing (US Dollars per Ton) first posted in the month for which payment is being made as per Recyclingmarkets.net.

Weekly, Contractor shall submit a log sheet containing copies of the recycling load tickets to track tonnages received in a format acceptable to the City. Missing tickets must be replaced. Contractor shall pay all costs associated with duplicate load tickets. After notifying Contractor to replace missing tickets within five (5) days, the City may order duplicates from the processing facility and any costs for the duplicate ticket shall be deducted from the Contractor's monthly invoice. The City reserves the right to add administrative overhead if missing load tickets becomes continuous and repetitive.

Contractor shall pay 100% of the disposal cost charged to the City for contaminated recycling loads that are not accepted (rejected) by the disposal facility, along with any costs from the processing facility related to segregating, reloading or disposing of the load.

Historical Residential Disposal Tons are as follows:

Calendar Year	Residential Tons (MSW)	Residential Tons (Bulk)	Residential Tons (RCY)
2020	14457.69	4817.01	N/A
2021	14554.79	4432.7	2216.844
2022	14461.28	4298.35	2441.026

5.8.3 Tare Weights

The City requires that vehicle-tare weights, which are used by disposal and processing-facilities to calculate the final disposal charge the City pays, be validated each year. Depending on the scale system in use at the disposal or processing facility, the Contractor may be required to assist the City by weighing each collection vehicle in and out and recording the information on the City's TARE WEIGHT REPORT.

The average tare weight will be used by the disposal or processing facility and the City to validate disposal charges.

5.9 MANAGEMENT AND CONTRACTOR RESPONSIBILITIES

The City takes great pride and is strongly committed to offering a high level of customer service to our residents. The Contractor is expected and required to offer customers a high level of quality service to guarantee customer satisfaction.

Contractor will be responsible for the day-to-day operation of the assigned routes. Contractor shall plan, organize and direct resources to successfully collect solid waste, bulk and recycling including active participation to promote a successful recycling collection program, and ensure a high level of customer satisfaction.

The Contractor shall cooperate with the City in every reasonable way to facilitate the successful completion of the activities contemplated under this Agreement. The Contract Administrator or designee shall have twenty-four (24) hour access to the Contractor's Division Manager and Route Supervisor via telephone and electronic mail from the City. Answering machines, pagers, or other devices that do not provide for immediate contact with the Contractor's Division Manager and Route Supervisor shall not satisfy this requirement.

The Contractor's Division Manager shall meet with the City's Contract Administrator within five (5) business days after receiving a request for a meeting to discuss the Contractor's performance under this Agreement or other issues of concern to the City.

The Contractor shall work diligently with the City to formulate and adopt procedures that will facilitate the Contractor's performance under this Agreement.

The City shall have the right to inspect the Contractor's facilities and operations at any time to determine whether the Contractor's performance complies with the requirements of this Agreement. The Contractor shall make its facilities and operations available for the City's inspection and shall cooperate fully.

The City shall have the right to take all steps necessary to ensure the Collection of Solid Waste and Recycling and the provision of waste receptacles (carts) in the service area. If the Contract Administrator instructs the Contractor in writing to perform cart activity or collect solid waste, recycling or bulk waste pursuant to this Agreement and the Contractor fails to do so within twenty-four (24) hours after the Contractor receives the Contract Administrator's request, the City may perform cart activity or collect such material using its own resources or by using a third-party vendor. The City may deduct the cost of cart activity or collecting such material from the City's monthly payments to the Contractor if the Contractor was obligated under this Agreement to perform these activities.

The City shall have the right to take all steps necessary to preserve the aesthetics, safety and integrity of its right of way including streets, alleys, sidewalks and swales. In addition, the City wishes to protect the private property owned by the customers serviced under this contract. Should the Contractor fail to respond to a request in writing from the Contract Administrator to perform cleaning activities (hydraulic spill, leachate spill), repairs, removal of damaged property caused by the Contractor (mailbox, tree limb, etc.) or other damages within 24 hours after the Contractor receives the Contract Administrator's request, the City may perform necessary activities using its own resources or by using a third-party vendor. The City may deduct the cost of these activities from the City's monthly payment to the Contactor if the Contractor was obligated under this Agreement to perform these activities. If the Contractor collects the Solid Waste pursuant to the request of the Contract Administrator and it is subsequently determined that the Contractor was not obligated to do so under this Agreement, the City shall pay the reasonable, documented, out-of-pocket costs incurred by the Contractor for such services.

5.9.1 Resources

Contractor shall furnish and supply sufficient resources to complete the scheduled route on the designated route day and within the time period specified for daily operations. There shall be no next day return trips to complete the daily route excluding occasional emergencies as approved by the City.

5.9.2 Customer Service

Contractor shall maintain a customer service center or dispatch office to receive customer requests from the City, Contract Administrator and customers to effectively handle service-related requests and concerns. Hours and days of operation shall be listed in the business plan. A computer system shall be used to track and record service requests, customer complaints and to provide information to the City upon request. (Refer to Customer Service 5.10)

5.9.3 Route Supervisor

Contractor shall assign a minimum of one (1) permanent full-time Route Supervisor who exclusively supports the City of Cooper City. An Alternate Route Supervisor should also be trained and familiar with Cooper City's plan of operation in order to function as a replacement when the permanent Route Supervisor is absent. City shall be informed of such absence as soon as possible but no later than the start of the scheduled work shift. Contractor's Operations Manager or General Manager (or equivalent) cannot fulfill the requirement by acting as a Route Supervisor. Contractor shall schedule Route Supervisor to be in-service Monday-Saturday (unless otherwise approved by City in writing) to respond to collection related issues immediately via two-way communications from the City's Contract Administrator. Route Supervisor shall be equipped with a laptop computer or other handheld data device to receive and respond to service requests from the City. Route Supervisor shall be in company uniform and carry company identification credentials. Route Supervisor shall have a cellular telephone to immediately return phone calls directly to customers and the City. Contractor shall provide the City with the Route Supervisor's cellular phone number(s) so contact can be made directly when required. Route Supervisor shall utilize an identifiable company vehicle to respond and meet with customers to resolve service complaints.

Route Supervisor must be directly responsible for drivers and routes and shall not be an "internal" supervisor providing only administrative support.

Route Supervisor will be required to participate in asset protection by ensuring all carts are out of the street, lids closed and are being properly used by customers.

Route Supervisor shall report lost or damaged carts hat are in need of repair or replacement and assist customers by distributing and explaining program information.

Route Supervisor may be required to conduct route audits to verify number of carts per billing account to ensure proper service to prevent loss of cart inventory and City revenue.

Route Supervisor shall have strong public relations skills, be able to effectively deal with angry or difficult individuals, be able to successfully solve problems while protecting the City's interest, be highly motivated and dependable with the ability to establish positive relationships with City staff and the general public.

Route Supervisor will also be required to attend meetings with City staff to discuss and evaluate service, solve performance related issues, provide input, and share information to ensure delivery of quality service.

Route Supervisor may be required to attend public meetings or functions with City Staff members, to explain or promote program services.

Route Supervisor shall not collect money, accept gratuities including cash, goods or services, scavenge materials or conduct any business outside of this contract while performing under this contract.

Route Supervisors may be required to perform other duties as requested.

City shall be provided the resume of all Route Supervisors to perform under this contract and reserves the right to approve or disallow any Route Supervisor from providing service under this contract at its sole discretion. Any replacement or new Route Supervisors added during the term of this contract are subject to the written approval of the City's Contract Administrator.

5.9.4 Incident Reporting

Contractor shall notify the Contract Administrator or designee of any accidents involving the Contractor's employees, vehicles, or equipment that occur while the Contractor is performing services under this agreement and (a) result in personal injuries or damage to public or private property or (b) require notification to a regulatory agency under Applicable Laws. In all such cases, notice shall be provided via electronic mail within six (6) hours of the accident. Upon request, a more complete written report shall be provided to the Contract Administrator within one (1) operating day of the request. If any issues are unresolved at that time, a subsequent report shall be provided to the Contract Administrator or designee within two (2) operating days following the ultimate disposition of the case. The initial notice and subsequent written reports shall include the date and time of the event, a description of the event, an estimate of the damages and injuries (if any) caused by the event, and a description of how the event and any associated damages and injuries were handled or will be handled.

5.9.5 Operation Supervisor(s)

In addition to the Route Supervisor position(s) in the section above, Contractor shall also assign a qualified Person or Persons to be in charge of operations within City, and shall provide the name, office telephone number, mobile phone number, email address, and fax number of Contractor's representatives and key personnel to Contract Administrator. Such records shall be updated as personnel or contact information changes.

5.9.6 Employees

Collection employees shall be identifiable by wearing a uniform or shirt bearing the company's name during collection operations. Employees shall treat all customers in a polite and courteous manner. Employees shall treat all mechanical containers, rolloff containers and carts with due care. Employees shall not solicit, accept or encourage tips, gratuities, gifts or anything of value including promises to return after hours to perform services or accept any payments whatsoever on behalf of the City while performing duties under this contract. Scavenging shall not be permitted. Any employee or subcontractor of the Contractor who misconducts himself or is incompetent or negligent in the due and proper performance of his duties under this contract, or is disorderly, dishonest, under the influence or grossly discourteous shall be discharged or disciplined by the Contractor. The City reserves the right to ask for the removal of any employee who engages in such behaviors from service under this contract. City reserves the right to request a current employee roster at any time.

5.9.7 Hiring of City Residents and Qualified Personnel

The Contractor is encouraged to hire City residents to fill vacant positions at all levels, if deemed qualified. Contractor shall conduct a background criminal check on all employees assigned to this contract. In addition, Contractor shall ensure that they hire and maintain qualified personnel to provide Collection Services under this Agreement.

5.10 CUSTOMER SERVICE

5.10.1 Contractor's Local Office

The Contractor shall maintain a customer service and operational yard in Broward County. Remote customer service operations must be disclosed as part of bidder's proposal and is subject to City approval. The

Contractor's customer service operations shall be open for business at least from 8:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. (noon) on Saturdays.

Contractor's office shall be equipped with sufficient personnel and equipment to document and timely respond to all inquiries, issues, and complaints raised by the City or customers. A responsible, experienced person shall be present and in charge of the office during all business hours. The Contractor's office staff shall be familiar with the City and the Contractor's obligations under this Agreement. The Contractor shall have extra staff working in the Contractor's office on the Commencement Date and as long as necessary thereafter to ensure the Contractor's compliance with the requirements of this Agreement.

The Contractor shall have a local telephone number for calls from Customers in the City. The Contractor's telephone number shall be listed in the Contractor's webpage, the Contractor's invoices to Commercial and Rolloff Customers, and any notices provided by the Contractor.

- The Contractor's telephone system shall have the capacity to receive multiple telephone calls simultaneously.
- All calls concerning complaints shall be answered by a person located in the Contractor's office in Broward County or an alternative location acceptable to the City.
- Contractor shall use an answering machine or answering service to receive and record messages when the office is closed or the Contractor is receiving more calls than its staff can answer. The answering machine or service shall give Customers the telephone number that the Customers may use to report an emergency.
- The Contractor shall establish a process for receiving and handling emergency calls, both during and after normal operating hours. The Contractor's process shall ensure that a Customer receives an immediate response after reporting an emergency. Such process shall be subject to the City's approval. An "emergency" means an accident, event, or condition that requires immediate action because it has caused an injury or poses an immediate threat of injury to human health, the public welfare, or the environment. An emergency does not include Missed Collections.
- All of the people answering the telephones for the Contractor must be fluent in English or Spanish.
- At all times the Contractor must have a sufficient number of English-speaking employees and a sufficient number of Spanish-speaking employees in its local office or call center to respond promptly to all telephone calls from Customers, regardless of whether the Customer speaks English or Spanish.
- All of the messages on the Contractor's answering machines must be provided in English and Spanish.
- The Contractor's office shall be equipped with cellular telephones, computers, and other communication systems that can be used to promptly contact the Contract Administrator, the Contractor's Operations Manager, and the Contractor's Route Supervisor via telephone calls and electronic mail (e-mail).

5.10.2 Contractor Complaints and Requests for Service

The Contractor shall establish a real-time, web-based system for tracking complaints. The Contractor shall enter all complaints into the Contractor's electronic tracking system within one hour after the Contractor receives the complaint; however, if complaints are received when the Contractor's local office is closed, the complaint shall be entered into the electronic tracking system within two (2) hours after the office reopens on the next Operating Day. The Contractor's system shall be designed to provide immediate notice to the City when a complaint is entered into the Contractor's tracking system. The Contractor shall configure the system in a manner that allows the City to (a) access the system and monitor the complaints from the City's computers; (b) identify the locations of the Customer complaints in real time on a street map; and (c) compare current and historical complaints, by type of complaint and by location. The City shall be provided the ability to monitor the status of complaints at all times. The format of the information collected in the electronic tracking system shall be subject to the City's approval. With the City's approval, the electronic

tracking system may be used as the Contractor's complaint log. The tracking system shall be fully operational no later than 60 days following the start of this contract or June 1, 2024.

The Contractor shall establish a real-time, web-based system for receiving and tracking a Customer's request for service. The Contractor's web-based system shall be designed to enable the City and Customers to easily submit requests for service and receive prompt responses from the Contractor via electronic mail. The web-based system shall be available to all Customers and the City. The Contractor shall closely monitor such requests and shall provide initial responses no later than 4 hours or 9am the following business day if received after 4pm after receiving a request from a Customer or the City. The Contractor's system shall provide immediate notice to the City when a Customer submits a request to the Contractor. The Contractor's system also shall be configured to allow the City to monitor the status of Customer requests at all times. This tracking system shall be fully operational no later than the no later than 60 days following the start of this contract or June 1, 2024 for Commercial Customers, Rolloff Customers and Residential Customers, respectively.

The Contractor shall work with the City to establish links from the City's website to the Contractor's web-based systems for tracking complaints and requests for service.

The Contractor shall attempt to make its website and web-based systems easy to use for both English-speaking and Spanish-speaking Customers. To the extent practicable, the Contractor shall design its web-based systems to allow Customers to submit complaints and requests for services in English or Spanish.

A. Complaints, missed pick-ups or service requests received by the Contractor before 4:00 PM each day shall be serviced before 7:00 pm that evening. If not serviced within this timeline, it will be recorded as a missed pick-up.
B. Complaints, missed pick-ups or service requests received by the Contractor after 4:00 pm shall be serviced before 12:00 pm (noon) the following calendar day. If not recovered within the timeline, it will be recorded as an additional missed pick-up.
C. Any service inquiries not responded to by the Contractor will be converted to a missed pick-up 24-hours after the inquiry is logged and will be considered incomplete.
D. Any request for service not completed within the recovery windows above will result in additional missed pick-ups until service is rendered.
E. Any customer reporting no service after 7pm on the service day will be recorded as a missed pick-up.
F. All service requests and correspondence from the City received before 5pm Monday through Saturday shall be acknowledged by the Contractor within 4 hours of being sent. Correspondence sent after 5pm or on Sunday shall be acknowledged no later than 9am the following business day.

5.11 EQUIPMENT

While it is the City's desire to have new equipment for this contract, it recognizes that existing equipment may be in proper working order and available for use. Proposers should include a full listing of the equipment they propose to use under this contract including make, model, year and mileage along with type of equipment (see examples below). Should the proposer be ordering new equipment, staggering replacements, or securing rental vehicles, this information should be detailed in their proposal. Proprietary information, such as rental terms or purchase price, may be redacted by the proposer.

Contractor shall have all equipment necessary to provide all services under this contract. This may include, but not be limited to:

- Rearloaders (standard and mini or "pup" sized)
- Sideloaders
- Commercial front-end loaders
- Rolloffs

- Box Trucks
- Clam Trucks
- Pick-up Trucks (with or without dumper mount)
- Container delivery trucks (flatbed and container delivery units)

Residential frontload trucks (i.e. Curotto-Can®) may not be used under this contract without the City's express written permission.

The Contractor's name, local telephone number and truck number shall be properly displayed and visible on all collection vehicles. Truck numbers shall be visible from all four sides of the vehicle to allow easy identification and shall be clear to read and of such size (minimum of 4") and color that they are readily visible.

Collection vehicles shall also display a sign on both sides of the vehicle body (left and right) no less than 36" by 24" identifying the material being collected. The design will be approved by the City and the sign supplied by the Contractor.

No advertising shall be permitted on vehicles except for vehicle manufacturer, alternative fuel provider (as applicable) or parent company names and logos.

All vehicles used to provide collection services under this contract shall be equipped with D.O.T. required safety equipment including a fire extinguisher and an audible back-up alarm. Collection vehicles shall be watertight to a depth of eighteen (18) inches minimum, with solid sides to prevent discharge of accumulated water during load and transport operations. Contractor shall provide sufficient equipment, in proper working condition, so regular schedules and routes of collection can be maintained. All vehicles and equipment shall be maintained on a regular schedule and be in proper working condition at all times. Any vehicle found to be leaking, unsafe or not in proper working condition shall be removed immediately from use and replaced until which time appropriate repairs can be made. The City reserves the right to request the removal of any vehicle found to be non-compliant, leaking, unsafe or not in proper working condition at its sole discretion. Contractor shall make a formal request to City for reconsideration once deficiency has been addressed- City shall offer approval within 2 business days of request and shall not withhold such approval unreasonably. City reserves the right to inspect vehicle prior to offering approval.

Vehicles used for collection services under this contract shall be compacting bodies (excluding box trucks and bulk waste trucks) unless otherwise specified in the operational plan submitted. All vehicles shall be completely covered and loaded such that all collected garbage and yard waste are contained and cannot be scattered. Any material that is scattered by the Contractor's vehicle for any reason shall be picked up immediately. Each vehicle shall be equipped with a pitch fork, shovel and broom for this purpose. Contractor's vehicles may not interfere unduly with vehicular or pedestrian traffic and shall not be left standing on streets unattended except as is necessary during the loading process.

All vehicles shall be equipped with GPS and Surveillance Systems unless otherwise approved by the City's Contract Administrator. Proposers should include their GPS/Surveillance system information in their proposals including illustrations depicting the live reporting functions, system capabilities and reports. The GPS and Surveillance Systems shall be installed and maintained at the Contractor's sole expense.

City reserves the right to request data reports including route hours, route pattern, speed on route and other productivity or service-related information as available including video or photographs as needed.

Contractor agrees to provide City with information required to calculate greenhouse gas emissions/savings for annual reporting requirements. This may include but not be limited to mileage, fuel consumed, hours operated and tons hauled.

All Contractor vehicles shall be well maintained and clean in appearance.

Contractor shall provide the City Contract Administrator or designee, including other authorized City staff and elected officials, reasonable access to Contractor's facility and equipment when provided written notice at any reasonable time and place.

It shall be the sole responsibility of the Contractor to provide at no cost to the City all essential facilities for storage and maintenance of equipment necessary to perform services required under this contract.

5.12 CONTRACTOR'S SAFETY PROGRAM

- The Contractor shall develop, implement and maintain a written safety plan for all of its operations under this Agreement. The safety plan shall comply with all OSHA requirements and other Applicable Laws. A written copy and an electronic copy of the safety plan shall be provided to the City for informational purposes. The City's receipt of the safety plan shall not constitute the City's approval of the plan or the City's acquiescence concerning the appropriateness of such plan. The Contractor shall comply with its safety plan at all times.
- The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance.
- The Contractor shall provide routine safety training to all of its employees, in compliance with OSHA requirements and all Applicable Laws. Refresher courses and supplemental training shall be provided as necessary. Documentation of the Contractor's training programs, and the successful training of each employee, shall be maintained on file and shall be provided to the City upon request.
- The Contractor shall follow all OSHA regulations and Applicable Laws regarding personal protective equipment.
- The Contractor's employees shall be trained and instructed to drive in a safe, defensive manner. Among other things, the drivers of the Contractor's Collection vehicles shall be instructed that they shall not "text" or talk on their telephones while they are driving a Collection vehicle that is moving.
- The Contractor's safety plan shall include a written procedure for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance.
- The Contractor shall regularly update its safety plan to reflect any changes in the Contractor's operations.

5.13 USE OF SUBCONTRACTORS

5.13.1 If the Contractor proposes to use subcontractors during this contract to provide services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

5.13.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

5.13.3 Contractor shall require all its subcontractors to provide the required insurance coverage (See Section IV (4.3)) as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

5.14 PROPERTY DAMAGE

The Contractor shall conduct the work in such a manner as to avoid damage to any utilities, private property and public property. Contractor shall be responsible for all cost associated with repair and replacement of any

damages incurred through their operations, and at no additional cost to the City or property owner. Any damages shall be immediately reported to the City's Contract Administrator. Any such damage must be resolved within a period of three (3) business days.

5.14.1 Damages to Private Property

Contractor assumes liability for damages to private property such as fences, awnings, trees, etc. during the collection of trash or garbage. Contractor will promptly contact the City reporting any damage to private property and will restore, at the contractors' expense, to a condition at least equal to which existed immediately prior to infliction of damage within a reasonable period of time. The Contractor shall provide a written report to the City's Contract Administrator immediately after the repairs have been completed including before and after photographs of damages and repairs.

5.14.2 Damages to City Property

Contractor will promptly contact the City in the event of any damage to any City property, road, right of way, bridge, or highway caused by the contractor except through normal wear and tear. The City will restore the City property, road, right of way, bridge, or highway at the contractor's expense to a condition at least equal to that, which existed immediately prior to infliction of damage.

5.15 ADMINISTRATIVE CHARGES

Administrative Charges (Penalties)

The City wants to ensure that its collection programs remain focused on a high level of customer service to its residents and customers. Should the Contractor fail to perform in accordance with the provisions herein and/or refuses to pay administrative charges upon receipt of invoice from City, City shall, in addition to the amounts provided below, be entitled to claim against the Contractor or the Payment and Performance Bond of the Contractor. City reserves the right to deduct such charges from Contractor's payment if payment is not received within 60 days of issuance of City's invoice for such charges.

A. Missed pick-up complaints as per below:
    1. MSW (garbage) $100.00 per complaint over 30 complaints per week
    2. Recycling $100.00 per complaint over 30 complaints per week
    3. Bulk $100.00 per complaint over 15 complaints per week
B. Spilled materials following service resulting in customer complaint - $25.00 each complaint
C. Commingling waste streams (servicing yard waste carts with MSW carts, servicing recycling carts with MSW carts, etc.) while on route - $2,500 penalty and Contractor responsible for the cost of disposal or recyclable revenues lost, if applicable
D. Failure to maintain scheduled route start and end times (7am to 7pm) - $500 per violation
E. Failure to respond to report of hydraulic, oil or liquid/material spill from cart or truck within 4 hours with a supervisor on site when received by 4pm or by 9am the following morning when received after 4 pm - $200 per occurrence
F. Failure to begin cleaning activities resulting from a hydraulic, oil or liquid/material spill from cart or truck within 6 hours of validated spill - $200 per occurrence
G. Failure to respond to report of property damage within 4 hours with a supervisor on site when received by 4pm or by 9am the following morning when received after 4pm - $200 per occurrence
H. Failure to complete routes for the day (excludes validated Contractor-reported road closures due to construction, special event, public safety, incident, etc.)- $1,000 first operating day; $5,000 for second day; $10,000 for third day and each day beyond

Contractor may appeal the imposition of administrative charges by incident by notifying the City in writing of its intent to do so within ten (10) calendar days of receipt of administrative charges from the City. Such appeals will be considered by the Contract Administrator and resolved based on available evidence. City reserves the right to impose or waive administrative charges at its sole discretion.

5.16 MONTHLY RECORDS AND REPORTING

5.16.1 Report Timeline and Formatting

The required monthly reports shall be filed not later than ten (10) calendar days after the last day of the preceding month unless otherwise approved by the City.. The final report format will be approved by the Contract Administrator or designee. The City reserves the right to modify the report format and require more or different information throughout the term of the contract.

5.16.2 Monthly Tonnage Reports & Weight Tickets

Before disposal, all garbage collected from waste generators in the City of Cooper City will be weighed and recorded. The Contractor shall keep accurate records of tonnage of waste handled and shall provide a monthly report, with invoices and weight tickets, to the City's Contract Administrator no later than the 10th of the month following the end of the month for which the data was collected.
The monthly tonnage report shall be in a format acceptable to the City and at a minimum be broken down by:

- MSW loads for residential service units
- RCY loads for residential service units
- BULK loads for residential service units

The Contractor will maintain, for a period of seven (7) years, copies of weight tickets that are to be made available for City inspection.

5.16.3 Complaints and Resolutions

For each complaint received, the Contractor is expected to maintain a log for all complaints and the actual or planned resolution. These complaints should be listed by type of complaint (Missed Pick-up, Hydraulic Spill, etc.) and provided in a format acceptable to the City.

The Contractor shall submit a monthly report including a summary of all complaints received and resolutions of such during the reporting period. The report format is to be approved by the City's Contract Administrator prior to the award of the contract.

5.16.4 Collection Locations, Service Levels and Frequency- Commercial and Rolloff

Reports should include, but not be limited to:

- Customer name and service location information including phone number and email contact
- Container size, frequency of service
- Any and all charges for service including but not limited to Rollout, Lock Fee, Casters and Extra Service charges

Such reports shall be in a format acceptable to the Contract Administrator and may be adjusted as needed from time to time.

5.17 ADMINISTRATIVE FEE – 3.0% and $120,000 ANNUAL ADMINISTRATION FEE

The City shall be responsible for the billing and collection of payments for all residential collection services unless otherwise indicated in this contract. As such, the City shall receive an Administrative Fee in the amount of 3.0% of all gross revenue received from residential collection services. Any RESIDENTIAL invoicing received by the City from the awarded Contractor must NOT include Administration Fees as a line item. The City will calculate Administration Fees owed and payable by the Contractor as 3% of the total invoice amount billed to the City. Example below:

MSW Collection per month: *$7.00 per unit x 11,000 units =$77,000*
Administrative Fee Due to City: *$77,000 x 0.03 =$2,310*

Total Invoice to City: *$77,000*

The City reserves the right to adjust the Administrative Fee charged, either by increase or decrease, at its sole discretion. The City's Contract Administrator or designee will provide the Contractor written notice a minimum of 60 days before such a change. Contractor shall adjust its pricing in accordance to such change. (See example provided in 5.18 for Franchise Fee)

Administrative Fee is due from Contractor to the City no later than the 20th of the calendar month following the billing cycle (Example: Administrative Fee for services July 1st through July 31st due to City by August 20th)

In addition to this fee, the (Primary) Contractor shall be required to pay the City an annual contract administration fee of $120,000 dollars for the first year, increasing 3% annually with the anniversary of the contract (April 1), to provide municipal oversight and management for the term of this contract. Contractor will pay this annual amount within 30 days of the start date of the contract (or no later than May 1, 2024) and every subsequent year thereafter within 30 days of the anniversary date of start of the contract.

5.18 FRANCHISE FEE – 12%

The Contractor shall be responsible for the collection and disposal of all wastes under this contract in accordance with the license to perform such services in the City.

Contractor will supply a copy of all required licenses with bid proposal and on an annual basis thereafter or upon request so the City can track and monitor Contractor's compliance.

The City's Franchise Fee applies to this contract and is currently established as 12% of gross billed. Any RESIDENTIAL invoicing received by the City from the awarded Contractor must NOT include Franchise Fees as a line item. The City will calculate Franchise Fees owed and payable by the Contractor as 12% of the total invoice amount billed to the City. Example below:

MSW Collection per month: *$7.00 per unit x 11,000 units =$77,000*
Franchise Fee Due to City: *$77,000 x 0.12 =$9,240*
Total Invoice to City: *$77,000*

The City reserves the right to adjust the Franchise Fee charged, either by increase or decrease, at its sole discretion. The City's Contract Administrator or designee will provide the Contractor written notice a minimum of 60 days before such a change. Contractor shall adjust its pricing in accordance to such change. Examples below:

DECREASE from 12% to 10%

*Residential Trash Collection Bid/Award Price as Calculated Above with **10%** Franchise Fee*

MSW Collection per month: *$7.00 per unit x 11,000 units= $77,000*
Franchise Fee Due to City: *$77,000 x .10= $7,700*
Total Invoice: *$77,000 - $7,700=$69,300*
MSW Billed per Unit per Month: *$69,300/11,000 units=$6.30*

INCREASE from 12% to 14%

*Residential Trash Collection Bid/Award Price as Calculated Above with **14%** Franchise Fee:*

MSW Collection per month:	*$7.00 per unit x 11,000 units= $77,000*
Franchise Fee Due to City:	*$77,000 x .14= $10,780*
Total Invoice:	*$77,000 + $10,780= $87,780*
MSW Billed per Unit per Month:	*$87,780/11,000 units=$7.98*

Franchise fees also apply to Commercial MSW, Bulk, Construction and Demolition, Commercial and Compactor services. Contractor **may** bill franchise fee as a line item on their invoicing against gross invoice, excluding compactor rental revenues. The City reserves the right to adjust the Franchise Fee charged, either by increase or decrease, at its sole discretion. The City's Contract Administrator or designee will provide the Contractor written notice a minimum of 60 days before such a change. Contractor shall adjust its pricing in accordance to such change.

Franchise Fee is due from Contractor to the City no later than the 20th of the calendar month following the billing cycle. (Example: Franchise Fee for services July 1st through July 31st due to City by August 20th)
Contractor shall provide City report demonstrating gross invoicing in a form acceptable to the City each month before or concurrent with the franchise fee payment.

5.19 TRANSITION

The Successful Proposer shall provide all services as set forth in this Solicitation by April 1, 2024 unless otherwise stated in this solicitation. Contractor shall detail its Transition Plan as part of its proposal to include supplying all labor, equipment, customer service infrastructure, etc.

5.20 POST CONTRACTUAL OBLIGATIONS

In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month-to-month basis not to exceed 12 months until the City establishes a new contract for services.

5.21 DISCLAIMER

The City has, to the best of its knowledge, represented information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy to the bidder. The City neither guarantees nor warranties that the information contained in this Proposal or referenced documents is accurate and complete. The City is not and will not be liable for omissions or errors contained in this Proposal. It is the bidder's responsibility to use this information and verify the same during the bidding and contract implementation periods.

5.22 CONTRACTOR'S RESPONSIBILITY / FAMILIARITY WITH THE SCOPE

It will be the sole responsibility of the bidder to tour the specified routes, visit the site of the work, examine the plans and familiarize themselves with the work addressed in the contract and the levels of service expected; collection locations of garbage carts, containers, bulk trash and white goods may vary. It is strongly suggested that the bidder become familiar with all routes to fully understand the requirement and equipment necessary to provide garbage, recycling collection to each customer.

It will be assumed that the Contractor has investigated and is fully informed as to the conditions and materials to be encountered as to character, quality, and quantities of work to be performed, and materials to be furnished, and as to the requirements of the plans.

No exceptions will be considered on behalf of the Contractor, after the bids are opened, for any error or negligence in determining the site conditions; and the Contractor shall become responsible for any changes to the work required as a consequence of such pre-existing conditions.

No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evident that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

In the event Contractor discovers any apparent error or discrepancy, immediately call it to the attention of the City's Contract Administrator for interpretation or decision. The Contractor shall have the right to appeal any decisions or findings of the Contract Administrator to the City Commission, whose findings and conclusions shall be final and binding.

5.23 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
1. Firm Qualifications and Experience	20
2. Qualifications and Experience of Key Personnel	10
3. Operation Plan including, including but not limited to: Customer Service Plan, Available Resources including Staffing, Facility, Equipment and Operational Plan/Transition Plan	30
4. Price Proposal	30
5. Past Performance including client references and years in business (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)	5
6. Demonstrated Financial Capability	5
TOTAL POSSIBLE POINTS:	**100**

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other qualified persons selected by the City Manager. 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 3.26, 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 Monday, October 23, 2023 for a contractor to be considered.

The Proposer shall submit THREE (3) clearly identified copies of their proposal, including:

1. One (1) **ORIGINAL, UNBOUND** copy
2. Three (3) **BOUND** photocopies. 3-ring binders or wire/plastic combs are preferred. No binder clips, paper clips or rubber bands, please.
3. Provide FIVE (5) **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 2023-2-PW, Solid Waste Removal Services
2. Date
3. Name of the Firm
4. Contact Person (including title) authorized to represent your firm
5. Telephone Number
6. Email Address

B. Table of Contents: Include a clear identification of the material included in the proposal by page number.

C. Technical Proposal:

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity and methodology of the firms seeking to provide the services in conformity with the requirements of this Request for Proposal. The technical proposal should demonstrate the combined qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the Request for Proposal requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposal. While additional data may be presented, the following subjects must be included:

- **Cover Page**

- **Proposal Transmittal Letter**
- **Technical Proposal**
    - Refer to Section V
- **Proposal Bond(s)**
    - Refer to Section 4.4
- **Executive Summary**
- **Proposer Team Identification, Qualifications, and General Information**
- **Experience and Technical Qualifications**
- **Relevant Project Experience**
- **Project References**
- **Contractor's Equipment and Facilities (including vehicles, carts, mechanical containers)**
- **Contractor's Operational Plan (including Customer Service, Computer Software, Routes planned)**
- **Contractor's Transition Plan**
- **Demonstration of Financial Resources**

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 2023-2-PW ,Solid Waste Removal Services"

E. Required Attachments of this RFP and Professional Certifications. **DO NOT INCLUDE THE "COST PROPOSAL SHEET" IN YOUR TECHNICAL PROPOSAL.**

Proposer shall submit the completed proposal consisting of two separate envelopes to the address below. **FAILURE TO PROPERLY IDENTIFY THE OUTSIDE OF ITS PACKAGE MAY RESULT IN ACCIDENTAL OPENING OF THE PACKAGE AND RENDER YOUR PROPOSAL VOID.**

Office of the City Clerk
City of Cooper City
9090 SW 50 Place
Cooper City, Florida 33328

[END OF SECTION]

ATTACHMENT A
(Page 1 of 6)

City of Cooper City, Florida

PROPOSAL FORMS

Solid Waste Removal Services

RFP 2023-2-PW

Proposal Due: Monday, October 23, 2023

For Information Contact:

The Purchasing Division
Purchasing@cooperCity.gov

Release Date: Friday, September 29, 2023

Submitted by:_____
(Company name)

ATTACHMENT A
(Page 2 of 6)

Project: Solid Waste Removal Services
Contract Identification: RFP 2023-2-PW
Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50 Place
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid/Proposal is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this Bid/Proposal and in accordance with the other terms and conditions of the contract documents.

2. Proposer accepts all of the terms and conditions of the advertisement of Request for Proposal and Instruction to Proposers including, without limitation, those dealing with the Bid/Proposal requirements. This Bid/Proposal will remain in full force for one hundred and twenty (120) days from the date of the Bid/Proposal opening. Proposer will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.

3. In submitting this Bid/Proposal, Proposer represents, as more fully set forth in the Agreement that:

    a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to proposers.
    b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
    c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
    d. Proposer has correlated the results of his/her studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
    e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
    f. This Bid/Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Bid, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.

4. Bid/Proposal Copies
ONE (1) ORIGINAL (UNBOUND) COPY, THREE (3) BOUND PHOTOCOPIES and FIVE (5) ELECTRONIC COPY (Flash Drives) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk.

5. Addenda, Additional Information-Contact Purchasing Division
Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Proposal and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

ATTACHMENT A
(Page 3 of 6)

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City - Purchasing Division. Questions must be emailed to **Purchasing@cooperCity.gov**, who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Tuesday, October 17, 2023 at 3:00 PM (EST).**

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

6. Checklist of documents to be included in submittal.

	Proposal Form (Completed and Signed)
	Transmittal Letter
	Reference Form
	Public Entity Crimes (PEC) Form
	ADA Affidavit
	Business Entity Affidavit
	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
	W-9, Request for Taxpayer Identification Number
	Proof of Workers Compensation Insurance or Exemption
	Proof of Liability Insurance
	Ownership Disclosure Affidavit
	Drug-Free Workplace Certificate
	Employee Background Verification Affidavit
	Scrutinized Companies Affidavit
	Non-Conflict of Interest Statement
	E-Verify Form
	City Facilities
	City Map(s)
	Schedule(s)
	Bond Form(s)

ATTACHMENT A
(Page 4 of 6)

TRANSMITTAL LETTER

I, _____, a resident of _____ in the State of _____, DO HEREBY CERTIFY that I am the Clerk/Secretary of _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____; that I have custody of the records of the corporation; and that as of the date of this certification, _____ holds the title of _____ of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the Request for Proposals for Solid Waste Removal Services ("the RFP") issued by the City of Cooper City("the City") on Friday, September 29, 2023, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this _____ day of _____, 20__.

(Affix Seal Here)

_____

Clerk/Secretary

Note:

- **Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal.**
- **Proposers shall make appropriate conforming modifications to this Certificate in the vent that the signatory's address is outside of the United States.**

ATTACHMENT A

(Page 5 of 6)

Bidder's Contact Information

Name of Company: _____

Address: _____

_____

Type of Business _____

Company's Website: _____

Authorized Signatory Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Primary Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Additional Contact & Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Remit to Address: _____

Remit to Contact: Name: _____ Tel: _____

Remit to Email: _____

ATTACHMENT A

(Page 6 of 6)

COST PROPOSAL SHEET
FOR
Solid Waste Removal Services
MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

Notes:
1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate proposals will not be considered unless authorized in the RFP document.

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known ____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT B

REFERENCES

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. ***CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE***.

1. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME & TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

2. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME & TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

3. ENTITY/COMPANY NAME: _____

   ADDRESS: _____

   CONTACT NAME & TITTLE: _____

   TELEPHONE: _____

   E-MAIL (REQUIRED): _____

   CONTRACT PERIOD: FROM: _____ TO: _____

This page shall be completed IN FULL and submitted with your bid/proposal.

ATTACHMENT C
(Page 1 of 2)

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers,

ATTACHMENT C

(Page 2 of 2) directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

_____
Signature

ATTACHMENT D

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
Signature

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT E

BUSINESS ENTITY AFFIDAVIT

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

_____
Federal Employer Identification Number (FEIN) (If none, Social Security Number)

_____
Name of Entity, Individual, Partners or Corporation

_____
Doing Business As (If same as above, leave blank)

_____
Street Address City State

_____
State and Date of Incorporation:

_____ _____
Signature of Affiant Date

_____ _____
Print Name Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT F

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO._____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

_____ (a) Maintaining, defending, or settling any proceedings.

_____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.

_____ (c) Maintaining bank accounts.

_____ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.

_____ (e) Selling through independent contractors.

_____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders

_____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.

_____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.

_____ (i) Transacting business in interstate commerce.

_____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.

_____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.

_____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.

_____ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

(3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

(I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprieties of Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

PROPOSER'S LEGAL NAME

Attachment G

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ - ___ - ____

or

Employer identification number

__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Attachment H

REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt.* This form can be found at http://fldfs.com/WC/forms.html.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

1. If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
2. If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faia.com, www.piafl.org/wc-info.pdf , or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be submitted to the Risk Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to 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:

Full Legal Name Address Ownership

_____ %

_____ %

_____ %

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

_____

_____

_____

_____
Signature of Affiant

_____
Print Name

_____
Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (**print or type name of firm**)

_____

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than THREE (3)days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

_____
Signature of Affiant

_____
Print Name

_____
Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, _____ of _____, attest that all personnel used in
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

_____
Signature of Affiant

_____
Print Name

_____
Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT L

Scrutinized Companies Affidavit

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I,_____, on behalf of, _____
Print Name and Title **Company Name**

certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known ____ *OR* Produced Identification _____

Type of Identification Produced_____

_____
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 2023-2-PW, SOLID WASTE REMOVAL SERVICES.**

3. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

4. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

5. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

7. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

8. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

9. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.

10. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

_____
Signature of Affiant

_____
Printed Name & Title of Affiant

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known ____ ***OR*** Produced Identification _____

Type of Identification Produced _____

ATTACHMENT N
(Page 1 of 2)

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: _____

Project No.: _____

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

ATTACHMENT N
(Page 2 of 2)

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

(NOTARY SEAL)

_____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ ***OR*** Produced Identification _____

Type of Identification Produced_____

ATTACHMENT O

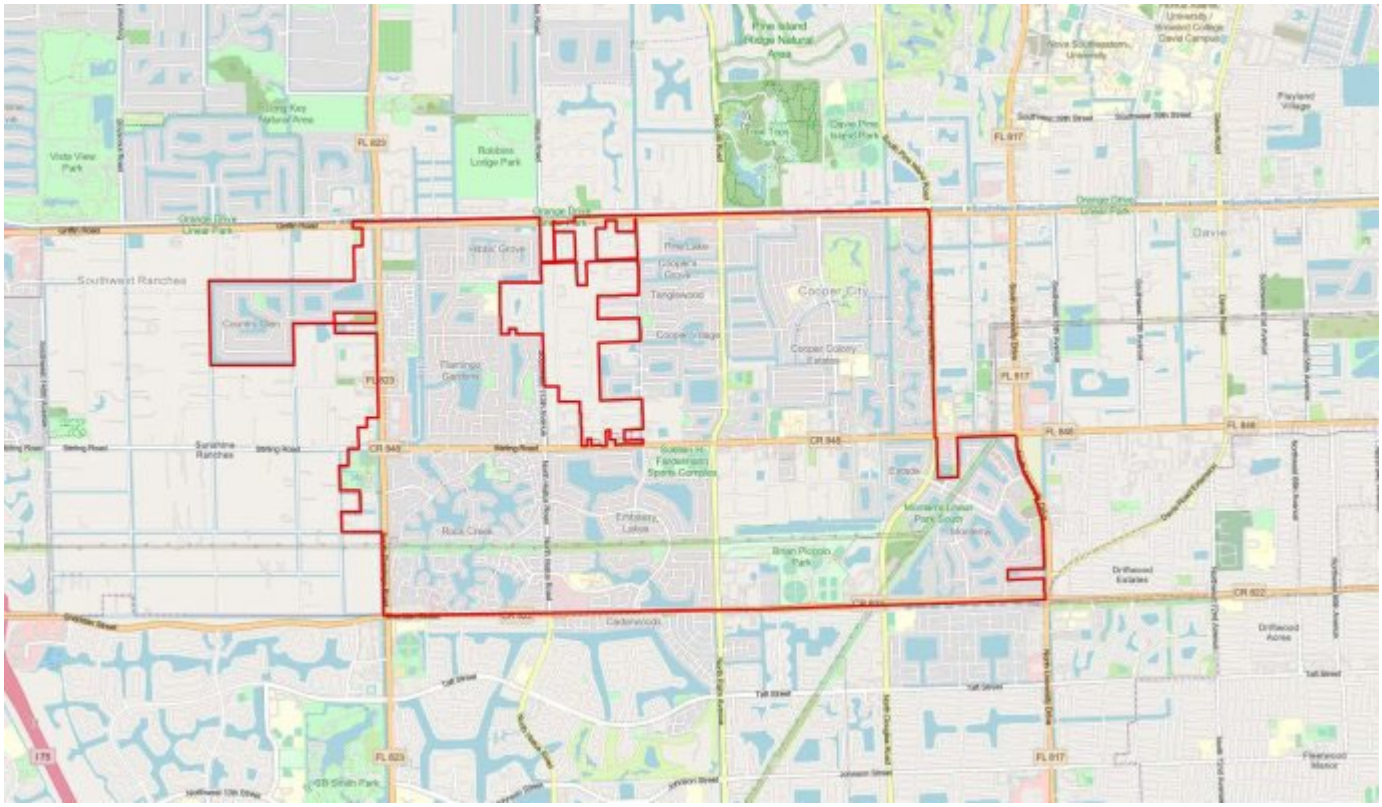
City Facilities

Dept.	Location	Site Adress	Service Frequency	Container Type	Container Size
City Hall	City Hall	9090 SW 50 Place	2 x per week	1 Dumpster	6 cy - short
City Hall	City Hall	9090 SW 50 Place	1 x per week	3 Recycle carts	96 gallons
Community Center	Community Center	9000 SW 50 Place	2 x per week	1 Dumpster	6 cy
Community Center	Community Center	9000 SW 50 Place	1 x per week	1 Recycle cart	96 gallon
Public Works	Public Works	9070 SW 51 Street	1 x per week	1 Recycle dumpster	6 cy
Public Works	Public Works	9070 SW 51 Street	As needed	2 Roll off	20 cy
Suellen H Fardelmann Sports Complex	Suellen H Fardelmann Sports Complex	10300 Stirling Rd	2 x per week	1 Dumpster	6 cy
Suellen H Fardelmann Sports Complex	Suellen H Fardelmann Sports Complex	10300 Stirling Rd	As needed	1 Roll off	20 cy
Fire Dept	Fire Dept	10550 Stirling Rd	2 x per week	1 dumpster	6 cy
Fire Dept	Fire Dept	10550 Stirling Rd	1 x per week	2 Recycle carts	96 gallons
Police Dept	Police Dept.	10580 Stirling Rd	2 x per week	1 dumpster	6 cy
Police Dept	Police Dept.	10580 Stirling Rd	1 x per week	2 Recycle carts	96 gallons
Pool & Tennis Cnt	Pool & Tennis Cnt.	11600 Stonebridge Pkwy	2 x per week	1 Dumpster	6 cy
Pool & Tennis Cnt	Pool & Tennis Cnt.	11600 Stonebridge Pkwy	1 x per week	2 Recycle carts	96 gallons
Flamingo West Park	Flamingo West Park	6201 S Flamingo Rd	2 x per week	2 Dumpsters	6 cy
Flamingo West Park	Flamingo West Park	6201 S Flamingo Rd	1 x per week	1 Recycle dumpster	6 cy
Bill Lips Sports Complex	Bill Lips Sports Complex	11700 SW 49 St	2 x per week	1 Dumpster	6 cy
Bill Lips Sports Complex	Bill Lips Sports Complex	11700 SW 49 St	1 x per week	2 Recycle carts	96 gallon
Utilities	Utilities	11791 SW 49 St	2 x per week	2 Dumpster	14 cy & 16 cy
Utilities	Fleet	11221 SW 49 St	As needed	2 Dumpster	30 cy
Fleet	Fleet	11221 SW 49 St	2 x per week	1 Dumpster	4 cy - short
Fleet	Fleet	11221 SW 49 St	As needed	3 Roll off	30 cy

ATTACHMENT P

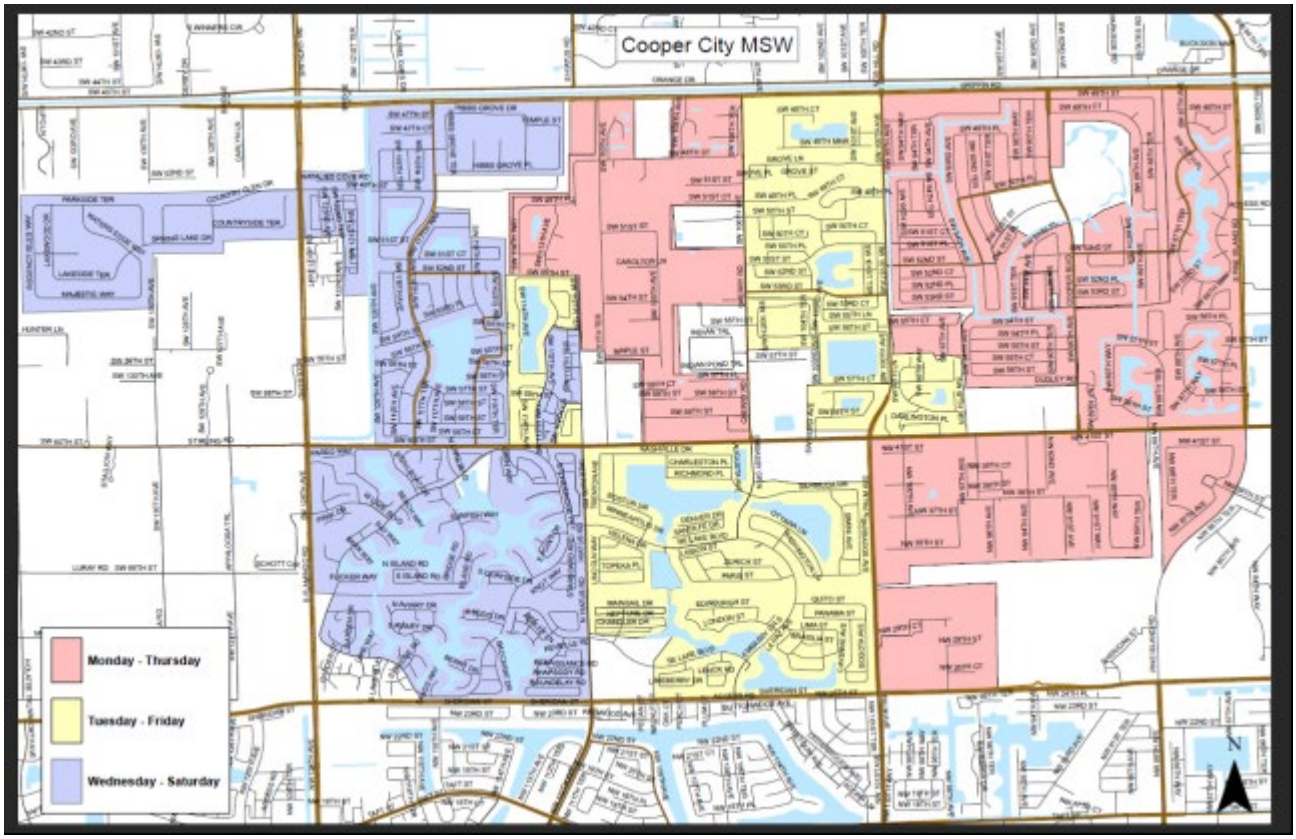
City Map

City of Cooper City Boundary Map



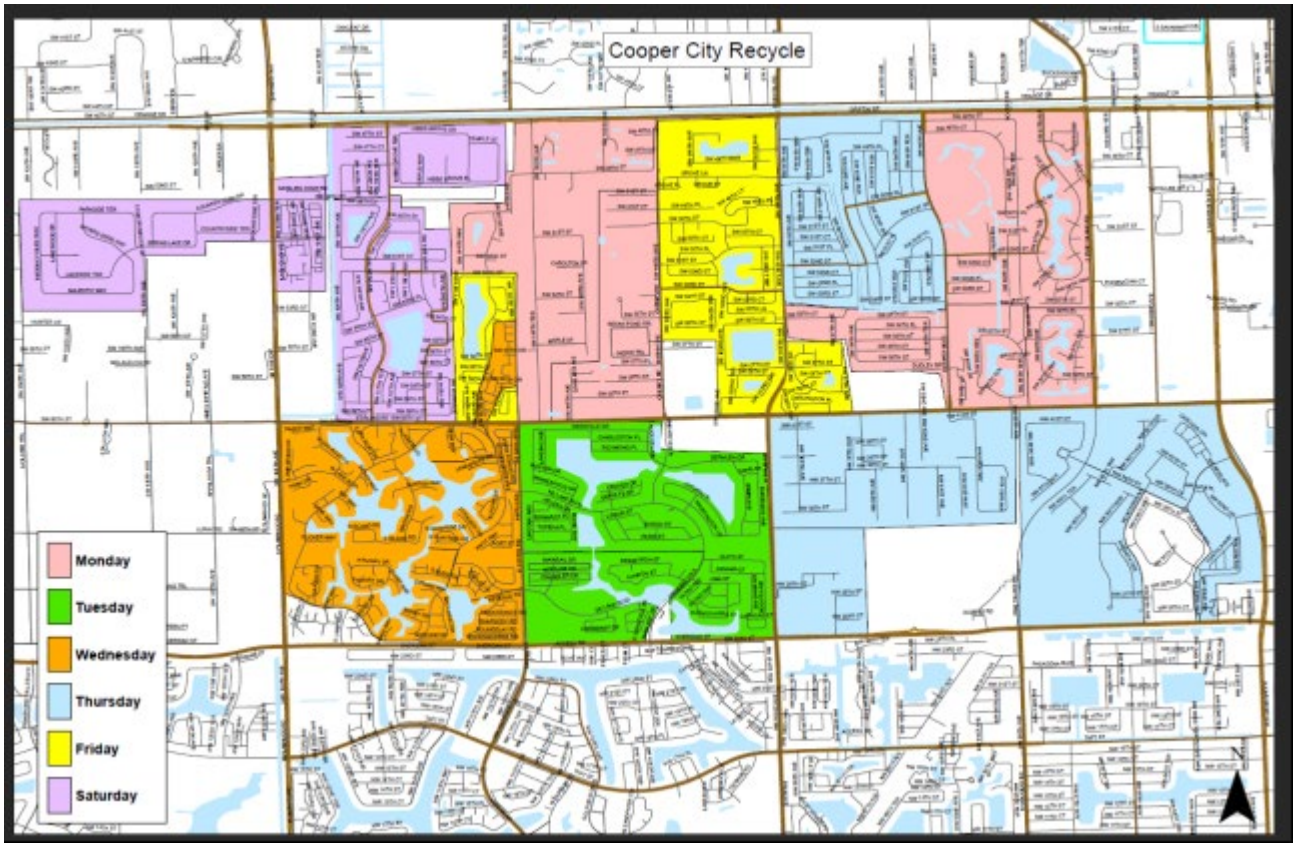
ATTACHMENT Q

City of Cooper City MSW Schedule



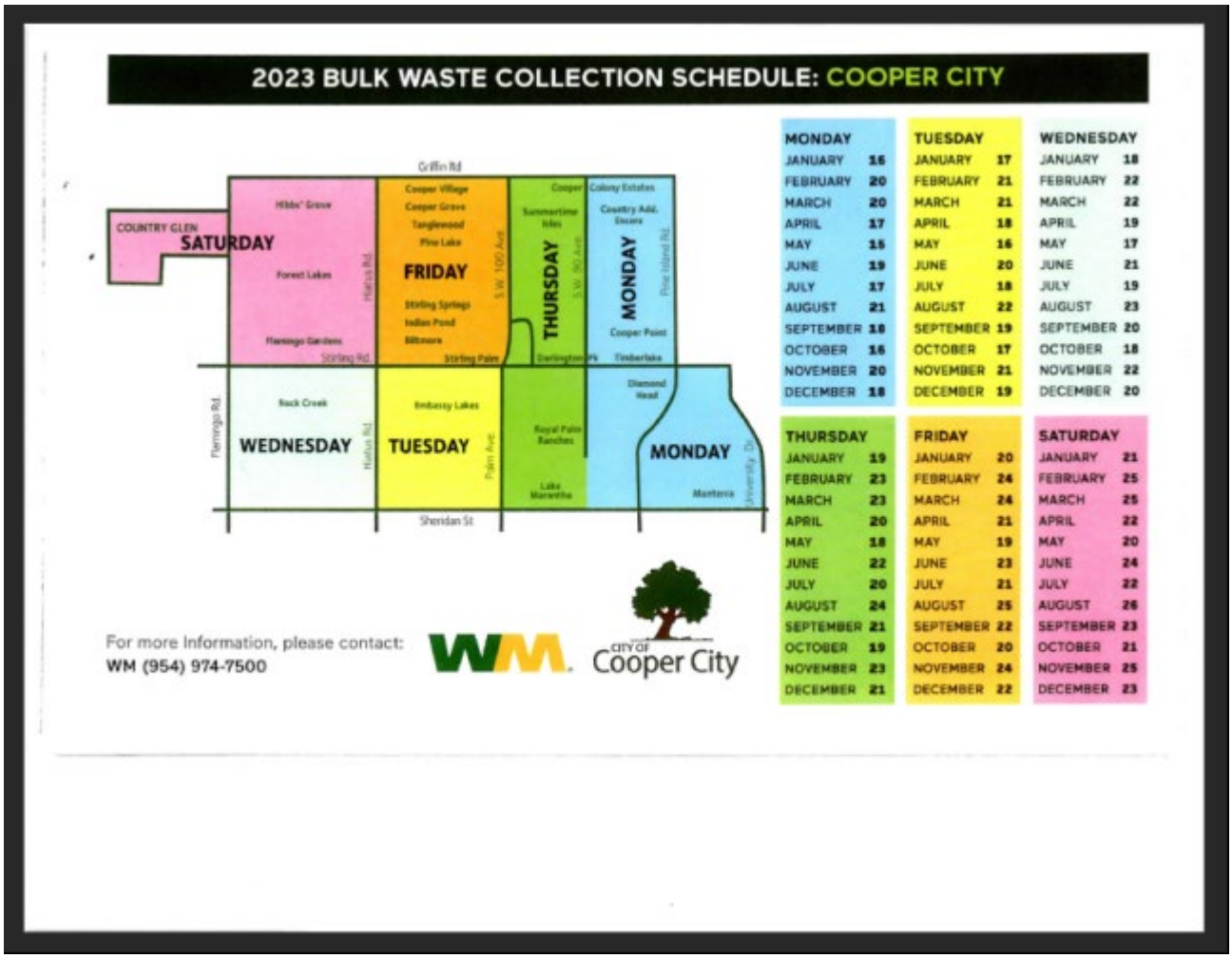
ATTACHMENT R

City of Cooper City Recycle Schedule



ATTACHMENT S

City of Cooper City Bulk Waste Schedule



ATTACHMENT T

Bond Form(s)

CITY OF COOPER CITY PERFORMANCE BOND COVER SHEET

THIS IS THE FRONT PAGE OF THIS PERFORMANCE BOND ISSUED IN COMPLIANCE WITH SECTION 255.05, FLORIDA STATUTES, AS MAY BE APPLICABLE.

Bond No. _____

Contractor/Principal Name:_____

Contractor/Principal Address: _____

Contractor/Principal Phone No._____

Surety Company: _____

Surety Company Address: _____

Surety Company Phone No. _____

Owner/Obligee Name: City of Cooper City

Owner/Obligee Address: 9090 S.W. 50th Place Cooper City, FL 33328

Owner/Obligee Phone No. (954) 434-4300

Bond Date: _____

Bond Amount: _____

Contract No._____ **Bid No.** _____

Permit No./Project No._____

Description of Work: _____

PREPARED BY:

RETURN TO:
CITY CLERK
CITY OF COOPER CITY
701 SW 71st Avenue
COOPER CITY, FL 33068

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we, _____, as Principal, hereinafter called CONTRACTOR, and,_____ as Surety, are bound to the City of Cooper City, Florida, as Obligee, hereinafter called OWNER, in the amount of _____Dollars, ($) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No._____ dated the _____ of _____, 20____, with OWNER for the construction of _____ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Fully performs the Contract between the CONTRACTOR and the OWNER dated_____, 20____, for the_____, within _____, calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and

2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and

3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials, which appear within one (1) year after final acceptance of the work.

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

    4.1 Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of performance bond herein required to increase.

    4.2 Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

    4.3 Complete the Contract in accordance with its terms and conditions; or

    4.4 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the OWNER elects, upon determination by the OWNER and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable

by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

5. In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein and those persons or corporations provided for in Section 255.05, Florida Statues, or their heirs, executors, administrators or successors, as may be applicable.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this ____ day of _____, 20____.

SIGNATURE PAGE FOLLOWS

WITNESSES

Secretary

(AFFIX SEAL)

Principal

By

Signature and Title

Type Name and Title signed above

WITNESSES

Surety

Secretary

By

(AFFIX SEAL)

Signature and Title

Type Name and Title signed above

IN THE PRESENCE OF:

INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone

ACKNOWLEDGMENT PERFORMANCE BOND

State of _____

County of _____

On this the ____ day of _____, 20 _____, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____ _____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)
☐ DID take an oath, or

☐ DID NOT take an oath

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that _____,
who signed the Bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

_____
(Name of Corporation)

CITY OF COOPER CITY PAYMENT BOND
COVER SHEET

THIS IS THE FRONT PAGE OF THIS PAYMENT BOND ISSUED IN COMPLIANCE WITH SECTION 255.05, FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO, THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2), (6) AND (10), AS MAY BE APPLICABLE.

Bond No. _____

Contractor/Principal Name:_____

Contractor/Principal Address: _____

Contractor/Principal Phone No._____

Surety Company: _____

Surety Company Address: _____

Surety Company Phone No. _____

Owner/Obligee Name: City of Cooper City

Owner/Obligee Address: 9090 S.W. 50th Place Cooper City, FL 33328

Owner/Obligee Phone No. (954) 434-4300

Bond Date: _____

Bond Amount: _____

Contract No._____ **Bid No.** _____

Permit No./Project No._____

Description of Work: _____

FORM PAYMENT BOND

PREPARED BY:

RETURN TO:
CITY CLERK
CITY OF COOPER CITY
701 SW 71st Avenue
COOPER CITY, FL 33068

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we,_____, as Principal, hereinafter called CONTRACTOR, and, _____ as Surety, are bound to the City of Cooper City, Florida, as Obligee, hereinafter called OWNER, in the amount of _____Dollars ($_____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No._____ dated the _____ of _____, 20____, with OWNER for the construction of _____ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Indemnifies and pays OWNER for all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and

2. Promptly makes payments to all claimants, as defined in §255.05, Florida Statutes, supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the scope of work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

2.1 A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.

2.2 A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

2.3 Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of payment bond to increase.

2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.

2.5 In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this _____day of_____, 20_____.

SIGNATURE PAGE FOLLOWS

WITNESSES

Secretary

(AFFIX SEAL)

Principal

By

Signature and Title

Type Name and Title signed above

WITNESSES

Secretary

(AFFIX SEAL)

Surety

By

Signature and Title

Type Name and Title signed above

IN THE PRESENCE OF:

INSURANCE COMPANY:

By Agent and Attorney-in-Fact

Address

City/State/Zip Code

Telephone

ACKNOWLEDGMENT PAYMENT BOND

State of_____

County of _____

On this the _____day of _____, 20_____, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

_____ _____, of
(Name of Corporate Officer) (Title)

_____, a _____
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)
☐ DID take an oath, or
☐ DID NOT take an oath

CERTIFICATE AS TO PRINCIPAL

I,_____ , certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that_____,
who signed the Bond on behalf of the Principal, was then _____of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

_____
(Name of Corporation)

AGREEMENT BETWEEN THE CITY OF COOPER CITY AND COMPANY NAME

THIS IS AN AGREEMENT, dated the _____ day of _____, 20___, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 SW 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

COMPANY NAME, a **solid waste removal services company**, authorized to do business in the State of Florida, with a business address of **ADDRESS, CITY, ST ZIP CODE** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREMABLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Friday, September 29, 2023,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **solid waste removal services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

RFP 2023-2-PW
"SOLID WASTE REMOVAL SERVICES"

1.2 On **Monday, October 23, 2023,** the bids were opened at the offices of the City Clerk.

1.3 On _____ day of _____, 20____**,** the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for **solid waste removal services,** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property")

in accordance with the Scope of Services outlined in the specifications, **"RFP 2023-2-PW",** attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall be for seven (7) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to one (1) additional seven (7) year terms, subject to the written consent and agreement

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed the unit prices stated in **Exhibit "B"**.

4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONTRACTOR at:

COMPANY NAME
Attn: INSERT CONTACT PERSON
ADDRESS
CITY, ST ZIP CODE

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 ($10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7
INSURANCE

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

The Contractor shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractor. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the Contractor shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.

The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

7.1 REQUIRED INSURANCE

7.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

7.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

7.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

7.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.1.5 Sexual Abuse may not be excluded from any policy.

7.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida’s Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
9090 SW 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCity.gov

ARTICLE 11
FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT

ARTICLE 12
SCRUTINIZED COMPANIES -- 287.135 AND 215.473

12.1 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 13
E-VERIFY

13.1 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 14
MISCELLANEOUS

14.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Ryan Eggleston
City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Contractor: **Insert_Contact_Position**
INSERT CONTACT PERSON
COMPANY NAME
ADDRESS
CITY, ST ZIP CODE
E-mail: insert_contact_email
Telephone No: insert_contact_phone

14.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

END OF SECTION

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3. EXHIBIT B – Eastern Waste Systems, Inc – Proposal

Vendor Compliance Check List

CITY OF Cooper City
Someplace Special

Vendor: Eastern Waste Systems, Inc. **FEIN: 16-1678370**	**Does Vendor appear on the following:**	
	YES	**NO**
Florida Convicted Vendor List	☐	☒
Florida Suspended Contractors	☐	☒
Scrutinized Companies	☐	☒
Broward County Debarred List	☐	☒
State of Florida Corporations (Sun Biz)	☒	☐
E-Verify	☒	☐
Verified by: Purchasing	Date: Thursday, November 30, 2023	

Vendor Compliance Check List

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains a "list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under section 287.133, Florida Statutes.

There are currently no vendors on this list.

Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to section 287.1351, Florida Statutes.

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (1.78 MB)

Updated 12/10/19

Vendor Compliance Check List

Daqing Huake Group Co Ltd	Sudan	China	March 25, 2008	Yes
Egypt Kuwait Holding Co. SAE	Sudan	Kuwait	January 13, 2009	Yes

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

Vendor Compliance Check List

Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

Federal Debarred Supplier List
State of Florida Debarred Supplier Lists
State of Florida List of Scrutinized Companies doing business with Iran and Sudan

The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.

Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.

A & C Contractors, Inc.	02/24/92	Fieldcrest International	10/23/91	Reddick Property Svcs/Broward Cty	02/21/95
A.J. McMasters	07/03/91	Florida Fire Apparatus Corp.	04/07/87	Reeves Equipment & Supply	06/29/04
A-1 Pied Piper Pest Control	10/25/99	FVL Contracting Co.	07/01/89	Richard Jones & Associates	05/12/95
Ace Lock and Security Supply	05/23/05	Gator Express	10/01/94	Roman Waterproofing	09/30/97
Action Trophies & Awards	05/26/92	George W. Murray Contractors	12/08/99	Rust Wizard Inc.	03/24/17
Agra-Cycle Corporation	11/06/01	Glo & Go Inc.	04/01/93	S H Marketing, Inc.	08/17/20
All County Plumbing Contractors, Inc.	07/08/20	Global Transmissions	09/10/92	S.T. Wicole Const. Corp.	05/06/91
All County Plumbing, Inc.	08/17/20	Globe Electric Company, Inc.	12/10/03	Saber Sales, Inc.	11/08/88
Alpha Construction Svces & Consulting Svces	08/11/20	Graphic Productions Co.	02/27/90	Saints-Enterprises II, LLC	12/15/20
Ammunition Reloaders	05/22/92	HDC Advertising, Inc.	05/06/03	Samantha L. List, P.A.	08/11/20
Ann Lipkowitz, Broker	08/21/92	Hegla Construction, Inc.	08/20/92	Screen Graphics	09/01/92
Atech Fire & Security, Inc.	10/10/03	Henze Services, Inc.	08/19/93	Semes Enterprises	01/03/92
Atlas Pen & Pencil Co.	12/26/90	H-Way Corporation	10/25/99	Shamus Corporation	06/29/04
Ben Kough & Associates	01/10/96	Infinite Distributors LLC	09/30/20	Sheerson Construction, Inc.	05/17/00
Bob's Towing	06/09/04	Intercoastal Marketing, LLC	12/15/20	Shiv Lingam Kirtan Mandali Inc.	08/06/20
BRC Construction Company, Inc.	12/14/05	J M List Services, LLC	08/11/20	SLL Consulting LLC	08/11/20
Broward Plumbing Specialists, Inc.	08/17/20	JJM List Services, LLC	08/11/20	Southeast Underground Utilities Corp.	12/12/17
Caribbean Air Surveys, Inc.	03/01/91	JM List, Incorporated	08/11/20	Southgate Const. & Realty	11/07/90
Central Florida Nurseries	08/16/91	John Rogers Corporation Company, Inc.	11/13/90	Spectrum Signal Co., Inc.	03/04/91
Central Press	04/17/95	Joyce Office ProductsKDG	01/05/94	Spirit Services Company, Inc.	12/13/00
Chemtel Supplies, Inc.	11/21/05	Land & Sea Construction	03/18/96	St. Andrew Industries, Inc.	06/16/95
Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services)	01/15/92	Lawn Wizard USA, Inc.	09/29/15	Statewide Transportation & Recovery Services	11/02/00
		Lawn Wizard USA, LLC	03/24/17	Termark Security Systems	06/03/99
Coastal Carting Ltd.	03/16/96	Mancini Builders	01/04/94	The Parts Connection	06/30/92
Coastal Industries USA, LLC (d/b/a Rust Wizard)	03/24/17	Marquee Enterprises, Inc.	06/08/07	Toilet Taxi Corp.	07/07/15
		Marsten/THG Modular Leasing	12/13/95	Total Connection	04/30/92
Coastal Utilities, Inc.	03/05/99	Major Computer, Inc.	10/28/91	Toussaint Landscaping	11/04/92
Compass Corp.	06/29/04	Med Sure Associates	05/05/97	Transglobal Marketing	12/28/92
Control Press	06/29/04	Moody Maintenance Products	04/06/06	Tropical Growers USA, Inc.	03/24/17
Cordes Door Co., Inc.	09/01/96	Nighthawk International Corp.	10/25/96	Truck City Body Corp.	12/01/96
Cox & Palmer Const. Corp.	03/14/89	OJS Systems, Inc.	12/22/14	Urban Organization, Inc.	03/05/99
Custom Design To A Tee	05/15/96	Omega Group, Inc.	10/30/97	Vees Supply, LLC	08/17/20
Degen's Lawn & Garden Inc.	11/04/11	Precision Detailing dba J M List Services	08/11/20	Venturi Supplies, Inc.	08/17/20
Digital Comm Inc.	05/16/11	Protective Service Int'l	03/01/91	VIMAC USA, Inc.	05/31/17
Dixie Lock & Supply Inc.	02/17/92	Public Safety Systems	03/04/91	Viravar, LLC	08/17/20
Eastern Elevator Service, Inc.	02/13/19	Puskadi Ltd.	11/07/90	Weiser Security Services	12/09/93
Federal Fence Co., Inc.	11/12/90	Quality Loan Service	03/07/91	Wildcat Wrecking Corp.	09/10/92
		Rahming Funeral Home	09/01/92	Woodcraft Custom Homes	06/06/88
		RC Aluminum Industries Inc.	06/20/14	Z & Z, Inc.	08/11/20

Vendor Compliance
Check List

Table 9: Scrutinized Companies that Boycott Israel

New companies on the list are shaded and in bold. (One company was added this quarter.)

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Betsah Invest SA	Luxembourg	August 2, 2016
Betsah SA	Luxembourg	August 2, 2016
Cactus SA	Luxembourg	August 2, 2016
Co-operative Group Limited	United Kingdom	September 26, 2017
Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd	Turkey	August 2, 2016
Morningstar, Inc (Sustainalytics)	**United States**	**October 25, 2023**
Unilever PLC (Ben & Jerry's parent company)	United Kingdom	July 29, 2021
Hindustan Unilever Ltd	India	July 29, 2021
PT Unilever Indonesia Tbk	Indonesia	July 29, 2021
Unilever Bangladesh Ltd	Bangladesh	July 29, 2021
Unilever Capital Corp (Unilever PLC bond issuance)	United States	July 29, 2021
Unilever Caribbean Ltd	Trinidad and Tobago	July 29, 2021
Unilever Consumer Care Ltd	Bangladesh	July 29, 2021
Unilever Côte d'Ivoire	Ivory Coast	July 29, 2021
Unilever Finance Netherlands BV (Unilever PLC bond issuance)	Netherlands	July 29, 2021

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Unilever Ghana Ltd	Ghana	July 29, 2021
Unilever Nigeria Plc	Nigeria	July 29, 2021
Unilever Pakistan Foods Ltd	Pakistan	July 29, 2021
# of Companies that Boycott Israel	18	

Vendor Compliance Check List

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 23, 2023
Secretary of State
3902836012CC

DOCUMENT# P03000079852

Entity Name: EASTERN WASTE SYSTEMS, INC.

Current Principal Place of Business:

1660 NW 19TH AVE
POMPANO BEACH, FL 33069

Current Mailing Address:

1660 NW 19TH AVE
POMPANO BEACH, FL 33069

FEI Number: 16-1678370

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MARZANO, MICHAEL C
1660 NW 19TH AVENUE
POMPANO BEACH, FL 33069 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	PD	Title	TD
Name	MARZANO, ANGELO	Name	MARZANO, MICHAEL C
Address	1660 NW 19TH AVENUE	Address	1660 NW 19TH AVENUE
City-State-Zip:	POMPANO BEACH FL 33069	City-State-Zip:	POMPANO BEACH FL 33069
Title	SD	Title	VP
Name	MARZANO, DOMINICK	Name	CASAGRANDE, JACK
Address	1660 NW 19TH AVENUE	Address	1660 NW 19TH AVE
City-State-Zip:	POMPANO BEACH FL 33069	City-State-Zip:	POMPANO BEACH FL 33069

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: MICHAEL MARZANO TD 02/23/2023

Electronic Signature of Signing Officer/Director Detail — Date

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Eastern Waste Systems, Inc		Open	06/21/2023		100 to 499	1	FL

INTER-OFFICE CORRESPONDENCE

MEMORANDUM NO. 2023-007

TO: Mayor Greg Ross
Members of the City Commission

CC: Ryan Eggleston, City Manager
Tim Fleming, Interim Public Works Director
Tedra Allen, City Clerk

FROM: Jacob G. Horowitz, City Attorney *JGH*

DATE: July 17, 2023

RE: City of Cooper City ("City") / Waste Management Contract

As a follow-up to the discussions related to the City's solid waste contract at the June 27 and July 11 City Commission meetings, the City Attorney's Office has prepared a brief analysis of the City's current agreement with Waste Management ("WM"). The intent of this memorandum is to provide a chronology of the City's relationship with WM, and to offer some additional context as the City work to finalize its competitive solicitation package for solid waste collection services.

As part of our analysis, the City Attorney's Office examined the City's original Collection Services Contract with WM, dated January 23, 2001 (the "Original Agreement"), along with all amendments thereto as well as the City Commission's action related to each item. Our office did not re-listen to each commission meeting where the Original Agreement and subsequent amendments were discussed, and it is possible that the public discussions and staff recommendations at the time of each approval provide some additional context to this issue. The City Attorney's Office is prepared to revisit the prior commission discussions and examine this matter further, upon request.

CHRONOLOGY OF WM CONTRACT

January 23, 2001 - The City Commission adopted Ordinance No. 01-1-2 (the "Ordinance"), thereby grating an exclusive right, privilege and franchise to WM to operate the only garbage, trash and recycling collection system in the City[1]. The Ordinance further approved the Original Agreement, providing for a five (5) year term, commencing on March 1, 2001. Section 1.02 of the Original Agreement provided for up to two (2) additional three (3) year renewal terms, at the option of the City.

[1] Section 5.17 of the City Charter requires the adoption of an ordinance by the City Commission to grant a franchise to an individual, company, firm or corporation to exercise public functions in the City and to construct and operate any and all public utilities in the City.

June 13, 2006 – The City Commission adopted Resolution No. 06-06-4, thereby approving the First Amendment to the Original Agreement. This resolution indicates that the City, prior to the February 28, 2006 expiration of the Original Agreement, issued Request for Proposals No. 2006-01, seeking to solicit proposals for a new sanitation franchise hauler. On April 26, 2006, the City Commission rejected the two (2) proposals received in response to the RFP and directed staff to negotiate the renewal of the Original Agreement with WM. The First Amendment to the Agreement extended the initial term of the Original Agreement through June 1, 2009; however, it did not appear to implement the first renewal term. The First Amendment continues to reference two (2) additional three-year renewal options, upon mutual consent of the parties.

December 9, 2008 – The City and WM entered into the Second Amendment to the Original Agreement, thereby extending the initial term through June 1, 2012. The Second Amendment makes no reference to a renewal term or provides any change to the Original Agreement in the context of the two (2) additional three-year renewal options. To the contrary, these renewal terms expressly remain in full force and effect. Additionally, this Second Amendment was executed by the then-City Manager. At the regular commission meeting on December 9, 2008, the City Commission directed the manager to negotiate a renewal with WM; however, the Clerk's Office was unable to locate any subsequent commission action formally approving the Second Amendment.

September 26, 2011 – The City Commission adopted Resolution No. 11-9-2, thereby approving the Third Amendment to the Original Agreement. This Third Amendment extended the initial term of the Original Agreement for an additional three (3) years, through June 1, 2015. Again this Third Amendment made no reference to a renewal term or change to the two (2) additional three-year renewal options set forth in the Original Agreement.

March 27, 2012 – The City Commission approved WM's request to conduct an "Organics Pilot Recycling Program;" and the parties entered into a Fourth Amendment to the Original Agreement, thereby formally establishing the City's role in participating in the program. The Fourth Amendment makes no reference to the contract term.

April 22, 2014 – The City Commission adopted Resolution No. 14-4-5. This resolution approved the Fifth Amendment to the Original Agreement, which had been executed by the Parties on or about October 31, 2013. The Fifth Amendment extended the term of the Original Agreement through June 1, 2018. The Fifth Amendment further revised the renewal term of the Original Agreement and provided that the parties may renew or further extend the contract for such terms and under such conditions as are mutually agreeable.

April 10, 2018 – The City Commission adopted Resolution No. 18-4-3, thereby approving the Sixth Amendment to the Original Agreement. The Sixth Amendment provided for a five-year extension of the initial term through September 30, 2023.

Please note that several of the aforementioned amendments also included certain operational changes to the City's relationship with WM. This memorandum is limited solely to an examination of the Original Agreement's initial term, along with any contract renewals.

NEXT STEPS AND CONCLUSION

Based on the foregoing chronology, it appears that the City last issued a competitive solicitation for solid waste services in 2006, at which time the City rejected all proposals and extended its 2001 Original Agreement with WM pursuant to the First Amendment. While the Original Agreement provided for a five (5) year term with two (2) three-year renewal options, the City continued to extend the initial term pursuant to the various amendments referenced herein. Since the Original Agreement contemplated a maximum term of eleven (11) years (the initial term plus two renewals) and the City's relationship with WM has extended for approximately twenty-two (22) years, the City Attorney's Office recommends that the City proceed with its forthcoming competitive solicitation process and pursue a new contract for solid waste collection services.

Notwithstanding this recommendation, it is also understood that it may be a challenge to finalize the solid waste procurement process, review proposals from prospective vendors, and award a new collection services contract prior to the September 30, 2023 expiration of the current WM agreement. Further, in the event that a hauler other that WM is selected at the conclusion of the procurement process, it may take additional time to implement a new contract and ensure a seamless transition to a successor hauler.

In light of these timing concerns and in order to ensure that there is no disruption of services in the City, a limited extension to the current WM contract may be unavoidable. To the extent that an extension is needed, we would recommend that such an extension be limited solely to the reasonable time necessary to complete the procurement process and secure a new contract for solid waste collection services.

Please contact our office is there is any additional information that we can provide.

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: **Ordinance 23-32 (Parks and Recreation)**

DATE: December 12, 2023

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 12 OF THE CITY'S CODE OF ORDINANCES, ENTITLED, "PARKS AND RECREATION;" BY SPECIFICALLY AMENDING ARTICLE III, SECTION 12-46, ENTITLED "PERMITS;" REQUIRING A PERMIT FOR GATHERINGS AT CITY PARKS OF MORE THAN SEVEN (7) INDIVIDUALS; PROVIDING FOR EXCEPTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:
The City Manager Recommends approval of Ordinance 23-32, to authorize the Parks and Recreation Department to amend the code requirements from 20 persons requiring a permit to seven (7) or more requiring a permit.

BACKGROUND OF ITEM:
The City of Cooper City has three (3) sports complexes. Recently the sports complexes has seen an influx of groups/organized activities utilizing the facilities. Currently the code requires any group larger than 20 is required to obtain a permit. The enforcement of groups and activities has become challenging for staff to enforce with the requirement being 20 or more persons.

ANALYSIS:
Staff continuously receives complaints regarding excess of groups/activities being held in our facilities. This has been extremely difficult to enforce with the permit requirement being 20 persons or more. The usage of the facilities was discussed at the April 25, 2023 Commission meeting. Commission set direction for staff to implement processes in place to help mitigate the overuse or misuse use of the facilities. Staff has implemented the measures and revising the code will continue to help mitigate and address the continuous concerns.

STRATEGIC PLAN:
Parks and Recreation is best supported in the third priority, which is creating a Strong Sense of Place. Utilization of Parks and Recreation facilities is essential to the health and welfare for the residents of Cooper City, creating a Strong Sense of Place.

FISCAL IMPACT:

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
001-000-347500-347 (Taxable) **Parks and Fields Only** 001000-347501-347 (Non-Tax) **Parks and Fields Only** Revenue Accounts			

ALTERNATIVES:
If the code is not amended with a reduction in number of persons required to obtain a permit, staff will continue to have issues and conflicts. Additionally, if the code is not amended the facilities will continue to have overuse.

ATTACHMENTS:
1. Ordinance 23-32
2. Optimist Resolution 17-7-5 (Point of Interest)
3. Resolution 03-2-9 (Point of Interest)

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	12/01/23 03:48 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	12/06/23 04:43 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	12/06/23 04:46 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	12/08/23 11:53 AM
Allen, Tedra	END WORKFLOW - APPROVED		12/08/23 11:55 AM

ORDINANCE NO. 23-32

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 12 OF THE CITY'S CODE OF ORDINANCES, ENTITLED, "PARKS AND RECREATION;" BY SPECIFICALLY AMENDING ARTICLE III, SECTION 12-46, ENTITLED "PERMITS;" REQUIRING A PERMIT FOR GATHERINGS AT CITY PARKS OF MORE THAN SEVEN (7) INDIVIDUALS; PROVIDING FOR EXCEPTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Resolution No. 12-7-5 (the "Resolution"), adopted on July 30, 2012, the Cooper City Optimist Club (the "Optimist") has been recognized by Cooper City as the organization authorized to organize, supervise and deliver youth sports programs to City residents; and

WHEREAS, the City has recently experienced an influx of unorganized groups and other gatherings utilizing certain fields and athletic facilities within the City; and

WHEREAS, the City Commission seeks to ensure that the City's fields are available to City residents and the Optimists pursuant to the Resolution; and

WHEREAS, in furtherance of this effort, the City Commission seeks to require permits for all gatherings at City parks in excess of seven (7) people, subject to certain exceptions; and

WHEREAS, the City Commission has held a public hearing and considered public input, as required by law; and

WHEREAS, the City Commission has determined that requiring a permit for gatherings at City parks larger than seven (7) people is in the best interest of the health, safety, and welfare of its citizens and residents.

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2. **City Code Amended.** That Chapter 12, entitled "Parks and Recreation," of the City of Cooper City Code of Ordinances is hereby amended by specifically amending Article III, Section 12-44, entitled "Recreational Activities" as follows:

Sec. 12-44 Recreational Activities

…

(d) *Picnic areas and use.*

(1) The Director of Parks and Recreation shall designate those areas of a park where picnicking is permitted. No person shall picnic other than in a designated area.

(2) Individual fireplaces and tables in picnic areas shall be available on a "first come, first served" basis, except that a group of seven (7) or more persons must obtain a permit in advance for the use of picnic facilities.

(3) Picnickers shall not leave a picnic area before all trash in the nature of boxes, papers, cans, bottles, garbage and other refuse is placed in a disposal receptacle, where provided. If no trash receptacles are available, then refuse and trash shall be carried away from the park area by the picnicker to be properly disposed of elsewhere.

SECTION 3. **City Code Amended.** That Chapter 12, entitled "Parks and Recreation," of the City of Cooper City Code of Ordinances is hereby amended by specifically amending Article III, Section 12-46, entitled "Permits" as follows:

Sec. 12-46. - Permits.

(a) *Required.* In addition to any other provision of this article that requires the obtaining of a permit prior to engaging in a given activity, no person in a park

shall conduct, operate, present, manage, or take part in any of the following activities unless a permit is obtained prior to the start of the activity:

(1) Any picnic, outing or gathering sponsored by any organization or person composed of seven (7) or more persons;

(2) Any contest, exhibit, dramatic performance, play, motion picture, radio or television broadcast, fair, circus, musical event, or any similar event;

(3) Any public meeting, assembly, or parade, including, but not limited to, drills, maneuvers, ceremonies, addresses, speeches, sports contests, practices, or political meetings;

(4) Any use of any park facility by a certain person or group of persons to the exclusion of others;

(5) Use of sports facilities pursuant to the provisions of Res. No. 03-2-9, as same may be amended from time to time.

SECTION 4. **Conflict**. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

SECTION 5. Severability. 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 and effect.

SECTION 6. Codification. It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Cooper City, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

SECTION 7. Effective Date. This Ordinance shall become effective upon passage and adoption.

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

PASSED AND FINAL ADOPTION on Second Reading this _____ day of _____, 2024.

_____
MAYOR GREG ROSS

ATTEST:

_____
TEDRA ALLEN, MMC

Approved as to Legal Form:

_____
JACOB G. HOROWITZ
City Attorney

ROLL CALL

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

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 30th day of July, A.D., 2012.

DEBBY EISINGER
Mayor

ATTEST:

SUSAN POLING
City Clerk

ROLL CALL

Mayor Eisinger	Yes
Commissioner Mallozzi	Yes
Commissioner Sims	Yes
Commissioner Curran	Yes
Commissioner Green	Yes

RESOLUTION NO. 2003-2 – 9

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING RESOLUTION NO. 83-1-2, WHICH CREATED A 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 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 both children and adults; 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. 83-1-2 is hereby amended by deleting therefrom the words and phrases which are struck through and adding thereto the words and phrases which are underscored:

Section 1: This ~~The following~~ 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 sports within the City of Cooper City. The Plan and any amendments thereto shall be approved and adopted by the City ~~Council~~ 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 ~~Council's~~ City's designee.

A. Recognized Sports ~~Local Service~~ Organizations

The City of Cooper City shall recognize the Cooper City Optimist Club ~~as the local service organization~~ to organize, supervise and deliver ~~all~~ sports to the City's residents.

All individuals residing within the geographical boundaries of Cooper City, as outlined in the attached Exhibit A hereto, shall be considered residents of Cooper City for purposes of this Resolution. Individuals residing in portions of unincorporated Broward County property and falling within the geographical boundaries of Cooper City shall be considered residents of Cooper City for purposes of this Resolution.

The recognized sports organization shall be responsible for providing a year-round, comprehensive sports program for both children and adults.

~~B. General Organizational~~

Any organization utilizing the City's sports facilities ~~that is recognized during the year by the City~~ 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 organization must operate in a proper manner. The organization will establish regular meeting dates so that it can properly organize the respective sport(s) and solve problems. These meeting(s) must be held ~~in a~~ on public ~~building~~ property. It is the responsibility of the organization to establish a governing board comprised of officers. The organization 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 this sports organization will be entitled to vote for these officers and be given ample notice of any election. The organization will choose one spokesperson per sport

to communicate with the City. All information from the organization must be transmitted through these persons to the City. This will eliminate confusion and will establish a one-to-one communication flow from the organization to the City. All information and/or requests from the organization should be channeled through the spokesperson to the City's designee. The recognized sports organization 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~~ on public ~~facility~~ property, ~~not in a private residence or business~~. Plans for the registration place should be made in advance with the City's designee so space will be available for the desired dates. The recognized sports organization will be responsible for establishing registration fees for participation in ~~the~~ sports, subject to the provisions of paragraph F ~~G~~ hereinbelow. The organization, upon request, must be able to explain how these registration fees will be used to implement the program. The organization 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 said organization.

B ~~C~~. Year-Round Sports Program

The following organizations are recognized as the sole agents to deliver that seasonal sport to provide a year-round program of sports activities:

Sport		Group
Baseball A. All Ages ~~5 to 18 years~~ levels	and	Cooper City Optimist ~~Kheury League Baseball. Divisions: T-Ball, Atom, Bantam, Midget, Juvenile and Juniors.~~
Football A. All ages and levels – Tackle	_____	Cooper City Optimist ~~Football, Affiliated with Hollywood Optimist League.~~
B. All ages and levels – Flag	_____	Cooper City Optimist ~~Football – Flag Division (intramural play). Both clubs also service the cheer-Leaders.~~
C. Tackle Cheerleaders		Cooper City Optimist
D.Competitive Cheerleading		Cooper City Optimist
Soccer A. Youth – All ages and levels of play	_____	Cooper City Optimist ~~Soccer League, Affiliated with the Greater Hollywood~~

~~Soccer League.~~ AND Cooper City Soccer Club, Inc.~~, affiliated with Broward County Youth Soccer League.~~

Softball A. Girl's Youth – all ages and levels	Cooper City Optimist ~~Girl's Softball~~
B. Men – all ages and levels	Cooper City Optimist ~~Men's Softball League.~~
C. Adult Coed – all levels	Cooper City Optimist
Roller Hockey A. All ages and levels	Cooper City Optimist
Basketball A. All ages and levels	Cooper City Optimist

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 will begin the second week of March and the first week of September. ~~July~~.

Men's Softball: First week in July until the second week of August.

Girl's Softball: League seasons will begin the second week of March and the first week of September. ~~Third week in March until the first week in July~~.

Football: August 1 through November 15. Provisions will be made for post-season competitive play.

Soccer: ~~November~~ September 15 through March 15 for recreational and competitive play. Provisions will be made for post-season competitive play.

5 x 5 Soccer: March 1 through June 1.

Cheerleading: League seasons will begin in June and in August.

Roller Hockey: League seasons will begin in March and in November.

Basketball: League season will begin in June.

Adult Coed Softball League seasons will begin in November and in March.

It is recognized that each sport needs lead-in-time. Clubs will meet sixty (60) 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 after the league season. Any post-season play involving Cooper City facilities must receive prior approval from the City's designee. ~~No fees shall be charged for any post-season play.~~ If the organization plans any

special events which coincide with its seasonal program, permission must be granted by the City's designee, who may levy a maintenance surcharge to cover expenses of tournaments or other special post-season events.

~~No sports organization may put any restrictions on children who wish to participate in another sport. It is the philosophy of this City that each child be given the opportunity to participate in as many sports as possible.~~

C ~~D~~. Sports Facilities

The City at any time may close a site, with due notice, which shall whenever possible, be at least thirty (30) days in advance unless emergency conditions exist, for a sport if it deems necessary. The following facilities will be maintained by the City for sports practices or games:

~~Cooper City High School~~
~~1. North of Softball field (seasonal use only).~~
~~2. Softball field (seasonal use only).~~
~~3. Baseball field (upon approval of High School Principal. NOTE: Maintained by High School).~~
~~4. Track, Football/soccer field (same as #3 above).~~
~~5. Tennis courts.~~
~~6. Basketball courts.~~

Pioneer Middle School
1. Football/soccer fields ~~(in season games only)~~.
~~2. North field (seasonal use only).~~
23. East baseball/softball field ~~(seasonal use only)~~.
34. West baseball/softball field ~~(seasonal use only)~~.
~~5. Tennis courts.~~
~~6. Handball courts.~~
~~7. Track.~~
48. Basketball courts.
5. All areas used for multipurpose.

~~Griffin Elementary School~~
~~1. One (1) field.~~
~~2. Basketball courts.~~

~~Cooper City Elementary School~~
~~1. One (1) field.~~
~~2. Basketball courts.~~

~~Play Patch~~
~~1. One (1) field.~~

Bill Lips Sports Complex ~~118th Street Park~~
1. Five (5) ~~Three (3)~~ baseball/softball fields.
~~2. One (1) T-Ball field.~~
23. Two (2) ~~One (1) multipurpose~~ football/soccer fields.
~~4. One (1) regulation football/soccer field.~~
~~5. One (1) practice football/soccer field.~~
3. Two (2) batting cages.
4. All areas used for multipurpose.

Cooper City Sports Complex
1. Seven (7) baseball/softball fields.

2. Three (3) football/soccer fields.
3. Three (3) batting cages.
4. Two (2) roller hockey rinks.
5. All areas used for multipurpose.
6. Four (4) basketball courts.

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. At no time will a person from a sports organization 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. ~~If possible, the City will contact respective sports organizations, for games or practices. This will allow time for the sports organization to contact the parties by whom the facility would have been used.~~

~~For the most part, the~~ The City will maintain facilities for the recognized sports organization ~~groups~~ at no charge to the organization ~~groups~~. However, if the City deems it necessary, it may ~~can~~ assess a maintenance surcharge to the organization ~~group~~ to cover the costs of materials and labor on specific occasions. The striping of fields will only be done for games, not for practices. Striping will only take place if both teams are in uniform and there are sanctioned officials taking part in the competition.

The Cooper City Optimist Club ~~recognized sports organization~~ 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.

The Cooper City Soccer Club, Inc. will be issued a permit for the soccer season, as established in paragraph B ~~C~~. The Cooper City Soccer Club may will also be issued a temporary-use permit for use for non-season play in accordance with the schedule established by the City's designee. The Cooper City Soccer Club, Inc. shall not be required to pay a permit fee in either instance.

Note that the provisions hereinabove shall only apply if the organizations comply with the provisions of paragraph F ~~G~~.

D ~~E~~. 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 ~~private club~~ wishing to use a sports ~~public~~ 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 ~~private~~ 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. The following is a fee schedule for rental or lease of a facility or activity pursuant to a park permit:

Activity/Field	Fee
Softball/Baseball	$40~~10~~ per hour, per night, including lights.
Football/Soccer	$50~~20~~ per hour, per night, including lights.
Hockey	$40 per hour, per night, including lights.
Basketball	$30 per hour, per night, including lights.
Batting Cage	$10 per hour, per night, per cage, including lights.

An additional charge for field marking prior to a competitive game will be:

Baseball/Softball	$25~~10~~ per game
Soccer/Football	$125~~50~~ per game

No ~~All~~ City sports facilities will be used without ~~on~~ a park permit ~~basis~~. A park permit is a document issued by the City's designee granting the right and reservation of a particular sports facility ~~field~~. Any use of a City sports facility which has not been scheduled already, can be used, 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) is exempt from complying with the standards required of the recognized sports organization outlined in paragraph A above or the general policies outlined in paragraph F below. However, individuals or groups requesting a park permit on a continuing basis (more than one occasion within any twelve (12) month period), shall comply with all the standards required of the recognized sports organization

outlined in paragraph A above and the general policies outlined in paragraph F below.

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 fifteen (15) days, prior to the event. Any and all outstanding invoices or fees due for prior park permits shall be paid in full by the applicant prior to the issuance of additional park permits.

E ~~F~~. Cooper City Soccer Club, Inc.

The City ~~Council~~ Commission acknowledges the existence of a the youth services provided by the Cooper City Soccer Club, Inc.

This service organization shall be recognized as providing a soccer program which shall receive equal consideration with regard to the use of sports facilities with the recognized sports organization during the season designated for soccer only as stated in paragraph B ~~C~~, and subject to the provisions of paragraph F ~~G~~.

~~The City's designee shall approved the scheduled use of soccer facilities by the Cooper City Soccer Club, Inc. and the recognized sports organization no later than October 1st of each year.~~

The Cooper City Soccer Club, Inc. shall be required to comply with the same standards required of the recognized sports organization outlined in ~~provisions of~~ paragraph A ~~B~~ above.

The Cooper City Soccer Club, Inc. shall not be required to pay any fees other than those which may be charged to the recognized sports organization.

F ~~G~~. General Policy Considerations

1. It is the policy of the Cooper City ~~Council~~ Commission that the recognized sports organization, the Cooper City Soccer Club, Inc. and any other individual or group using the ~~private user of~~ sports facilities on a continuing basis shall include a minimum of ~~Ninety~~ Seventy Percent (70%) ~~(90%)~~ Cooper City residents on or before March 1, 2003. ~~the 1985/1986 soccer season (see section (a) below for transition schedule)~~ Any non-resident participating in these ~~any such~~ organizations shall be charged an additional Twenty-Five Dollars ($25.00) per child, per sport, per season, ~~to a maximum fee of Twenty-Five Dollars~~

~~($25.00) per family, per year,~~ over and above the normal fees charged by the organization, which money shall be placed in a fund to be used for the maintenance of sports facilities and/or, in the sole discretion of the City's designee, used for sports officials fees. Cooper City residents shall have preference over non-residents to participate in these organizations.

Each organization upon completion of registration, shall present complete league rosters, including addresses and telephone numbers, to the City's designee, who shall compute the non-resident fee and send an invoice to the organization. The City shall hold the organizations harmless for any errors or omissions in the collection of said fees.

~~(a) Transition Schedule~~

~~1. On or before March 1, 2003, Beginning with soccer registration for the 1982/83 season, every organization, individual or group using sports facilities shall include a minimum of Seventy Eighty Percent (70%) (80%) Cooper City residents. For this season, each organization shall be granted a tolerance level of non-resident participation up to Five Percent (5%).~~

~~2. On or before March 1, 2004, Beginning with soccer registration for the 1983/84 season every organization, individual or group using sports facilities shall include a minimum of Seventy-Five Eighty-Five Percent (75%) (85%) Cooper City residents. For this season, each organization shall be granted a tolerance level of non-resident participation up to Five Percent (5%).~~

~~3. Beginning with soccer registration for the 1984/85 season, every organization shall include a minimum of Ninety Percent (90%) Cooper City residents. Each organization shall be granted a tolerance level of Five Percent (5%).~~

~~34. On or before March 1, 2005, Beginning with soccer registration for the 1985/86 season, all organizations,~~

~~individuals or groups using sports facilities shall achieve full compliance with the provisions of subsection (F)1 above.~~

(b) The City's designee ~~Manager~~ 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 ~~section~~ paragraph F; and to ~~waiver~~ 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 ~~Council~~ 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 and/or the Cooper City Soccer Club, Inc.

3. It is the policy of the Cooper City ~~Council~~ Commission that any new sport must receive prior approval of the City's designee.

G ~~H~~. Scheduling of Facilities

After reviewing the plans for practices and games submitted by the recognized sports organizations, the ~~The~~ City's designee shall be solely responsible for scheduling the use of all facilities described in paragraph C ~~D~~ above. ~~For the purposes of this Resolution, the City's designee shall be the Recreation Director.~~ The organizations will submit the plans for practices and games at least one (1) week prior to each applicable season.

~~I. Sports Arbitration Board~~

~~Whenever there shall be any disagreement with respect to the use of the sports facilities which cannot be resolved by the City's designee, said disagreement shall be reviewed by the Sports Arbitration Board.~~

~~The Board shall consist of the City's designee, two members of the recognized sports organization and two members of the Cooper City Soccer Club, Inc.~~

The City's designee ~~Board~~ shall attempt to resolve any dispute or disagreements stemming from the implementation of this Sports Plan.

H ~~J~~. City ~~Council~~ Commission Obligation

It is the obligation of the City ~~Council~~ 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 ~~Council~~ Commission, and the ~~Council~~ 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 and/or the Cooper City Soccer Club, Inc. ~~recognized sports organizations~~ if the ~~Council~~ Commission decides that the residents of the City are not being properly served by the recognized organizations.

Section 2: This Resolution shall be in force and take full effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 25th day of February, A.D., 2003.

Suellen H. Fardelmann

SUELLEN H. FARDELMANN
Mayor

ATTEST:

Susan Bernard

SUSAN BERNARD
City Clerk

ROLL CALL

Mayor Fardelmann	Yes
Commissioner Webster	Yes
Commissioner Kleiman	No
Commissioner Roper	Yes
Commissioner Eisinger	Yes

CITY COMMISSION
ORDINANCE/RESOLUTION

TITLE: Ordinance No. 23 -24 - **(Finance)**

DATE: December 12, 2023

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

CITY MANAGER RECOMMENDATION:
The City Manager recommends the approval of Ordinance 23-24, amending the Adopted Budget for fiscal year 2023-24.

BACKGROUND OF ITEM:
In accordance with the City's Code, at the end of each fiscal year staff prepares a list of Purchase Orders that have not been fully liquidated and needs to be rolled to the new fiscal year. This year Finance is recommending the rollover of only Capital item Purchase Orders with previously budgeted remaining amounts.

ANALYSIS:
Capital purchases/projects usually are multiyear. The total budget for the capital item is allocated at the beginning of the project and purchase orders are issued. At the end of the fiscal year the remaining funds on these purchase orders needs to be roll over to allow for the continuation of the project.

FISCAL IMPACT:
The fiscal year 2023-2024 adopted Budget will be increased by **$5,166,606.03.**

General Ledger Acct. Number	Budgeted Amount	Requested Amount	Remaining Amount
General Fund – 001 multiple accounts (see attached)		$229,911.38	
450-910-564700-533		$8,920.00	
Capital Projects Fund – 300 multiple accounts (see attached)		$846,829.57	
Water & Sewer CIP – 453 multiple accounts (see attached		$4,080,945.08	

ATTACHMENTS:

1. Ordinance No. 2023-24
2. Exhibit A -FY 23 Purchase Order Rollover – Capital Items only

Workflow History

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Budget	11/30/23 02:20 PM
Nadeau, Mike	Assigned to Budget	Route to Attorney	11/30/23 03:15 PM
	All of the attachments look correct.		
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	11/30/23 03:22 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	11/30/23 03:23 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	12/01/23 08:18 AM
Allen, Tedra	END WORKFLOW - APPROVED		12/01/23 09:05 AM

ORDINANCE NO. 2023-24

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

WHEREAS, on September 26, 2023, the City Commission of the City of Cooper City adopted Ordinance No. 2023-20, thereby adopting a budget for the Fiscal Year 2023-2024; and

WHEREAS, certain revisions to the Fiscal Year 2023-2024 budget are now necessary, in accordance with Section 166.241, F.S.; and

WHEREAS, City Staff has reviewed the proposed amendments to the Fiscal Year 2023-2024 budget, and recommends the adoption of the same by the City Commission; and

WHEREAS, the City Commission has reviewed the proposed budget amendments set forth in Exhibit "A" and finds the adoption thereof to be in the best interests of the citizens and residents of the City of Cooper City, Florida.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

Section 2. The City Commission of the City of Cooper City hereby amends Ordinance No. 2023-20 as provided in the Amended Budget for the Fiscal Year 2023-2024, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference.

Section 3. The provisions of this ordinance shall not be deemed to be a limitation on the powers granted to the City Commission by the City Charter, which relates to the fiscal management of the City's funds.

Section 4. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force or effect.

Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGEHAS BEEN INTENTIONALLY LEFT BLANK.

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

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

_____
GREG ROSS
Mayor

ATTEST:

_____
TEDRA ALLEN
City Clerk

ROLL CALL

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

APPROVED AS TO LEGAL FORM:

_____
JACOB G. HOROWITZ
City Attorney

ORDINANCE NO. 23-20

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, ESTABLISHING THE OPERATING MILLAGE RATE OF 5.8650 OR 5.8650 PER THOUSAND DOLLARS OF TAXABLE ASSESSED PROPERTY VALUE, WHICH IS 8.79 PERCENT ABOVE THE ROLLED-BACK RATE OF 5.3909 FOR THE CITY OF COOPER CITY, FLORIDA, PURSUANT TO THE FY 2023-2024 CITY BUDGET, IN ACCORDANCE WITH CHAPTER 200, FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a tentative budget has been prepared estimating expenses and revenues of the City of Cooper City, Florida, for the ensuing year, with detailed information, including revenues to be derived from sources other than ad valorem levy, and the administrative staff of the City has made recommendations as to the amount necessary to be appropriated for the ensuing year; and

WHEREAS, pursuant to Chapter 200, Florida Statutes, a method is prescribed for fixing the millage for the purpose of establishing the basis for the collection of said funds; and

WHEREAS, the City of Cooper City, Florida, pursuant to State Statute, now desires to adopt the City's operating millage at 5.8650 for Fiscal Year 2023-2024;

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 incorporated herein.

Section 2. The requisite advertisements, public hearings and ordinances necessary to establish the City millage shall be conducted and prepared.

Section 3. Pursuant to Chapter 200, Florida Statutes, a Public Hearing shall be held on the 13th day of September, 2023 at 5:30 p.m., and a second Public Hearing shall be held on the 26 day of September, 2023 at 6:30 p.m. These public hearings shall take place at City Hall, 9090 S.W. 50th Place, Cooper City, FL 33328.

Section 4. The City Clerk is directed to prepare and publish the necessary advertisements for the Public Hearings.

Section 5. The City's operating millage shall be set at 5.8650, which is greater than the rolled-back rate of 5.3909 mills by 8.79%.

Section 6. A certified copy of this ordinance shall be furnished to the Broward County Property Appraiser so that said revenues may be collected and furnished to the City of Cooper City.

Section 7. 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 8. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. This ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on First Reading this 13th day of September, 2023.

PASSED AND FINAL ADOPTION on Second Reading this 26th 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	Yes
Commissioner Green	Yes
Commissioner Shrouder	No
Commissioner Katzman	Yes
Commissioner Mallozzi	Yes

FLORIDA

CERTIFICATION OF TAXABLE VALUE

Meeting Date: 12/12/2023 Item #28.

R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2023	County : BROWARD
Principal Authority : CITY OF COOPER CITY	Taxing Authority : CITY OF COOPER CITY

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 3,980,292,180			(1)
2.	Current year taxable value of personal property for operating purposes	$ 71,602,783			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 0			(3)
4.	Current year gross taxable value for operating purposes	$ 4,051,894,963			(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ 54,606,550			(5)
6.	Current year adjusted taxable value	$ 3,997,288,413			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 3,667,905,168			(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☐ YES	☑ NO	Number 0	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☐ YES	☑ NO	Number 0	(9)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 6/30/2023 10:51 AM

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy	5.8750	per $1,000	(10)
11.	Prior year ad valorem proceeds	$ 21,548,943		(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value	$ 0		(12)
13.	Adjusted prior year ad valorem proceeds	$ 21,548,943		(13)
14.	Dedicated increment value, if any	$ 0		(14)
15.	Adjusted current year taxable value	$ 3,997,288,413		(15)
16.	Current year rolled-back rate	5.3909	per $1000	(16)
17.	Current year proposed operating millage rate	5.8650	per $1000	(17)
18.	Total taxes to be levied at proposed millage rate	$ 23,764,364		(18)

Continued on page 2

Meeting Date: 12/12/2023 Item #28.

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)
		☑ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☑ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs	**STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage.	$	21,548,943	(22)
23.	Current year aggregate rolled-back rate	5.3909	per $1,000	(23)
24.	Current year aggregate rolled-back taxes	$	21,843,361	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any.	$	23,764,364	(25)
26.	Current year proposed aggregate millage rate	5.8650	per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate		8.79 %	(27)

First public budget hearing	Date : 9/13/2023	Time : 5:30 PM EST	Place : 9090 Southwest 50th Place, Cooper City, Florida 33328-4227

SIGN HERE

Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
Signature of Chief Administrative Officer :		Date :
Title : Ryan T. Eggleston, City Manager	Contact Name and Contact Title : Barbara Hastings, Chief Financial Officer	
Mailing Address : 9090 SW 50th Place	Physical Address : 9090 SW 50th Place	
City, State, Zip : Cooper City, FL 33328	Phone Number : 954/434-4300 x228	Fax Number : 954/372-4255

Instructions on page 3

Capital Projects Purchase Order rollover to FY 2024

Project/ PO #	General Ledger Account	Vendor	Description	Project/ PO Amount	Remaining Balance	Note
DEPARTMENTAL						
2023-8427	001-314-564700-564	Burkhard's Tractor & Equipment	7X14' Trailer	6,780.00	6,780.00	
2022-8221	001-314-564400-572	Duval Ford	2023 Ford F350	55,000.00	55,000.00	Additional $470 to ARPA
2022-8222	001-317-564400-564	Duval Ford	2023 Ford F350	53,333.00	53,333.00	Additional $5,577 to ARPA
2023-8377	001-510-564700-521	Redmont Sign LLC DBA Stewart	LED Monument Signs	109,950.94	109,950.94	
2023-8444	001-140-564200-513	WRK LAB, Inc.	Office Furniture	4,847.44	4,847.44	
FUND 450					**$ 229,911.38**	
2023-8437	450-910-564700-533	Utility Technologies LLC	Water Fill Up Station	8,920.00	8,920.00	
					$ 8,920.00	
FUND 300						
2023-8425	300-314-572780-563-23003	Fast-Dry Courts, Inc	P&T Court Resurfacing (8)	72,514.87	72,514.87	
2023-8430	300-314-572310-563-23001	Finish Line Maintenance Service	Paint Pickleball Court-Fardelmann	3,895.00	1,947.50	Pickleball Court Upgrade
2023-8431	300-314-572310-563-23001	Most Dependable Fountains, Inc.	ADA Shower	9,430.00	9,430.00	Pickleball Court Upgrade
2023-8359	300-314-563310-572-18030	Playcore Wisconsin, Inc.	Bill Lips Playground Equipment	46,886.20	46,886.20	
2023-8426	300-710-563340-572-18049	Weekley Asphalt Paving, Inc.	P&T Parking Lot Resurface	66,051.00	66,051.00	
PW006	300-314-563110-572-PW006		SFSC Backstop & Dugout Fence	50,000.00	50,000.00	
PW009	300-314-564700-572-PW009		Small Playground Replacement	200,000.00	200,000.00	
23002	300-314-572310-563-23002		Landscape Beautification	400,000.00	400,000.00	
					$ 846,829.57	
FUND 453						
14003	453-910-563610-533-14003	Flamingo Gardens Svc Lines Replacement		236,617.50	236,617.50	Same as FY22 rollover to FY23. No FY24 Budget
WS002	453-911-563422-533-WS002	Water Treatment Plant Rehab		1,296,569.85	1,291,484.50	Took 4% rate increase from FY24 Budget
	453-911-563429-533	Rehab of Water Supply Wells		208,635.00	194,318.40	$200K FY24 Budget
WS004	453-930-563150-535-WS004	Lift Station Rehab		443,767.15	27,802.05	$300K FY24 Budget
18035	453-930-563432-535-18035	Pump Station Rehab		1,123,854.37	1,110,650.00	$500K FY24 Budget
WS003	453-930-563610-535-WS003	Gravity Sewer Improvements		752,872.00	700,477.03	$500K FY24 Budget
23005	453-950-536433-563-23005	Water & Sewer Master Plan		600,000.00	519,595.60	No FY24 Budget
					$ 4,080,945.08	
Note: Does not include ARPA Projects			**Total Fiscal Impact**		**$ 5,166,606.03**	

Broward Sheriff's Office
Cooper City District
10580 Stirling Rd.
Cooper City, FL 33026

EXTERNAL MEMO

Date: 12-06-23 CD23-028

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 December 12, 2023

As requested at the June 14, 2022, commission meeting, please accept this memorandum as advanced notice of my police chief's report for the upcoming commission meeting. This report will follow the same flow of my prior reports, which is aimed at highlighting information pertinent to the city's main public safety concerns: traffic / schools, code, and crime. In addition, a community involvement and vacancy update will be included.

I. Traffic / School Report

a. **Cooper City Elementary *Deputy for a Day* –** as shared previously, this event / initiative was rescheduled to Friday, December 15th. I look forward to participating with the CCE SRO to honor a student as a *Deputy for a Day*, complete with an "official" swearing in ceremony and "junior" deputy badge. The selected student will shadow the SRO and learn about the responsibilities and role of law enforcement in the community.

b. **Embassy Creek Elementary *Jingle Bell Jog Event* –** my team will be assisting our ECE partners with a temporary road closure and event security on Friday, December 22, 2023, to ensure the safety of our children as they celebrate with their annual "jingle bell job". We will post public service announcements in advance to provide notice of impacted traffic patterns in / around SE Lake Blvd.

c. **Aggressive Driving / Speeding Operations continue in December –** these extra enforcement operations are running continually on various weekends and afterhours to coincide with the rush hour traffic patterns. Speeding remains a concern in our city. Please monitor your speeds, abide by the speed limits, and refrain from aggressive driving habits, such as following too closely.

II. Code Report

a. The **commercial plaza initiative** continues with weekly maintenance compliance sweeps. No major concerns or developments.
b. The monthly **gate compliance checks** continue with no major concern. The city's newest community, Kingfisher Reserve, has been successfully added to the city process / system.

III. Crime Report

a. **Burglary Arrest:** Our Criminal Investigations Team was able to successfully identify a subject responsible for a residential burglary in our city. On November 13, 2023, while conducting surveillance, our detectives apprehended and charged the suspect.
    i. To date, we have had nine residential burglaries, which is a 70% decrease from 2021, and a 50% decrease from 2022. Our team remains committed to aggressively investigate each crime that occurs in our community.
b. **STARS Program:** we are currently working with the city's new director of communications to help prepare applicable announcements and marketing of the STARS grant program, which will officially open for applicants in January 2024.
    i. **Additionally,** our Crime Prevention Deputy has sent communications to our HOA and non-profit partners, notifying of the STARS grant opportunity. To date, we have already completed four site surveys for interested parties to get ahead of the official launch.

IV. Community Involvement / Misc. Report

a. **COP Appreciation / Award Dinner & 2023 Impact –** the COP program has continued to expand and grow in both size and impact within our community. This year the COPs added four new active members, patrolled more hours, covered additional miles, added a bike patrol component, and, collectively, made a positive contribution to public safety. As a team, they have logged 2816 service hours, which equates to $134,802.88 in volunteer hours, if calculated at the average Cooper City Deputy range! Needless to say, they were honored with a well-deserved appreciation / award dinner on December 6th.
b. **Holiday Safety Operational Plan –** our holiday safety plan is ongoing, which includes increased staffing at key locations / times, to safeguard our community and business centers during the holiday season. We would like to remind the public to check our social media platform for time-relevant safety tips during this upcoming season (Facebook @ CooperCityBSO).

c. **Chanukah & Christmas Celebrations –** as our community celebrates the Festival of Lights / Chanukah, and later Christmas, we not only want to wish meaningful celebrations, but to assure that our patrol team is aware and conducting safety checks during the observance(s). May the Light shine brightly in our community this year!
d. **Shop with the Sheriff –** on Thursday, December 14th, my team and I will be taking fifteen of our elementary-aged students to the "Shop with the Sheriff" event, where each child will have opportunity to buy Christmas gifts and enjoy a number of free and fun activities.

V. Vacancy Report

a. I have one sworn vacancy, and two non-sworn vacancies.

Broward Sheriff's Office
Cooper City District
10550 Stirling Rd.
Cooper City, FL 33026

EXTERNAL MEMO

Date: 12-08-23

To: Mr. Ryan Eggleston
City Manager
City of Cooper City

From: Mr. Gary Harrington
Cooper City District Chief
Department of Fire Rescue and Emergency Services

Subject: Fire Chief's Report – Commission Meeting December 12, 2023

The following is the Fire Chief's report for the upcoming commission meeting. This report will follow the same flow of my prior reports, which is aimed at highlighting information pertinent to the city's main public safety concerns: Fire Rescue Incidents, Fire Apparatus/Station concerns, Fire Prevention, Community Outreach, and CERT.

I. Fire/Rescue Incident Report

a. Total Fire Related Incidents 092
b. Total Medical Related Incidents 198
c. Total Incidents for November 290

Fastest Unit Response/Mutual Aid calls for November. Cooper City has responded outside its jurisdiction 20 times and has received outside emergency assistance 24 times.
The breakdown for each city is as follows:

	Pembroke Pines	Hollywood	Davie
BSO/Cooper City Responded outside its jurisdiction	05	01	14
Outside agencies responded to Cooper City	09	00	15

II. Incident Response Summary for November

Total responses	Incident responses < 6 min.	Incident responses 6 – 9 min.	Outliers > 9 min.	Incident responses canceled enroute
290	162	81	10	37

Fastest Response Time: 01:17 min.
Longest Response Time: 12:02 min.
Average Response Time: 05:37 min.

OUTLIERS:

The outliers above represent a small percentage of the total responses. Outliers occur for a number of reasons, and those reasons vary with each call.

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 a fastest unit response of 1 minute, 17 seconds. This incident occurred at 10741 North Saratoga Drive. The responding apparatus, E28, was responding from a previous incident and was in the vicinity when it was dispatched. The longest response time was 12 minutes, 2 seconds. This incident was a repetitious commercial fire alarm at Primrose School, 8447 Sheridan Street. The occupants contacted dispatch to advise that they only needed assistance resetting the alarm panel as it was a false alarm. E28 responded code 1 (no lights or sirens).

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. Fire station coverage in Broward County in a sample of cities is as follows: 5.6 square miles for Pembroke Pines, 5.8 square miles for Davie, 5.4 square miles for Weston, 3.8 square miles for Lauderdale Lakes, 3.7 square miles for West Park/Pembroke Park, 2.0 square miles for Hallandale, and 4.0 square miles for Dania Beach. There are similar coverage areas for the remaining fire stations in Broward County; 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 believe the best solution to potentially reduce outliers would be the addition of substations to provide faster service to the east and west areas of the city. The commission has the potential to provide for a more effective fire rescue service and possibly improve response times. If the commission would like to move forward, as in the past, I am happy to assist in any way possible.

III. Fire Apparatus/Station Report

The Contract between Cooper City and BSO states that the City will provide BSO the facilities to provide Fire Rescue Services and that the City is responsible for repair of the facilities.

The city has been advised since February 2023 that the fire station has roof leaks. The attempted repairs to fix the problems that caused the water leaks have not been successful. BSO personnel have been patient with this issue and have followed all direction suggested to them in order to eliminate air conditioner condensation by setting the air conditioner temperature at the recommended setting. The conditions these leaks have caused over the last ten months are at a critical point as mold and mildew is inside the station. The firefighters purchased a mold kit and took samples of multiple areas in the station. The Certificate of Analysis from Kapok Environmental Laboratories is attached as Exhibit “A”. It is my understanding that a plan of action has been developed and the city will be having the roof contractor address the roof leaks and have an independent company test for mold and develop a remediation plan if necessary.

Fire Hydrant flushing project has been completed for 2023.

Total Hydrants:	1231
Flushed Hydrants:	1231
Out-of-Service Hydrants:	0
Pending:	0

IV. Apparatus Service Days for November

Unit	In-service days	Out-of-service days	Comments
Q28	23	7	Repair/Maintenance
E28	30	0	
R28	30	0	
R228	26	4	AC Repair
DC28	30	0	

V. Fire Prevention Report

- Fire Inspections: (Year to Date)
  - i. Total Properties 867
  - ii. Completed Inspections 157
  - iii. Nov 1 – Nov 30, Percentage 18.1%

- Monthly Report for November
  - i. Annual Fire Inspections: 24
  - ii. New Construction Insp: 21
  - iii. Plan Reviews: 06
  - iv. Re-inspections: 24
  - v. Special Events: 02

VI. Community Outreach Report

- November 1, 2023, Fire Prevention Safety Presentation with BSO Life Safety Educators and Quint 28 to Cooper City Christian Academy, 80 students attended.

- November 2, 2023, Fire Prevention Safety Presentation with BSO Life Safety Educators and Engine 28 to Renaissance Charter School, 130 students attended.

- November 3, 2023, Fire Prevention Safety Presentation with BSO Life Safety Educators and Quint 28 to Cooper City Elementary School, 140 students attended.

- November 3, 2023, Engine 28 to First Baptist Church, 20 students attended.

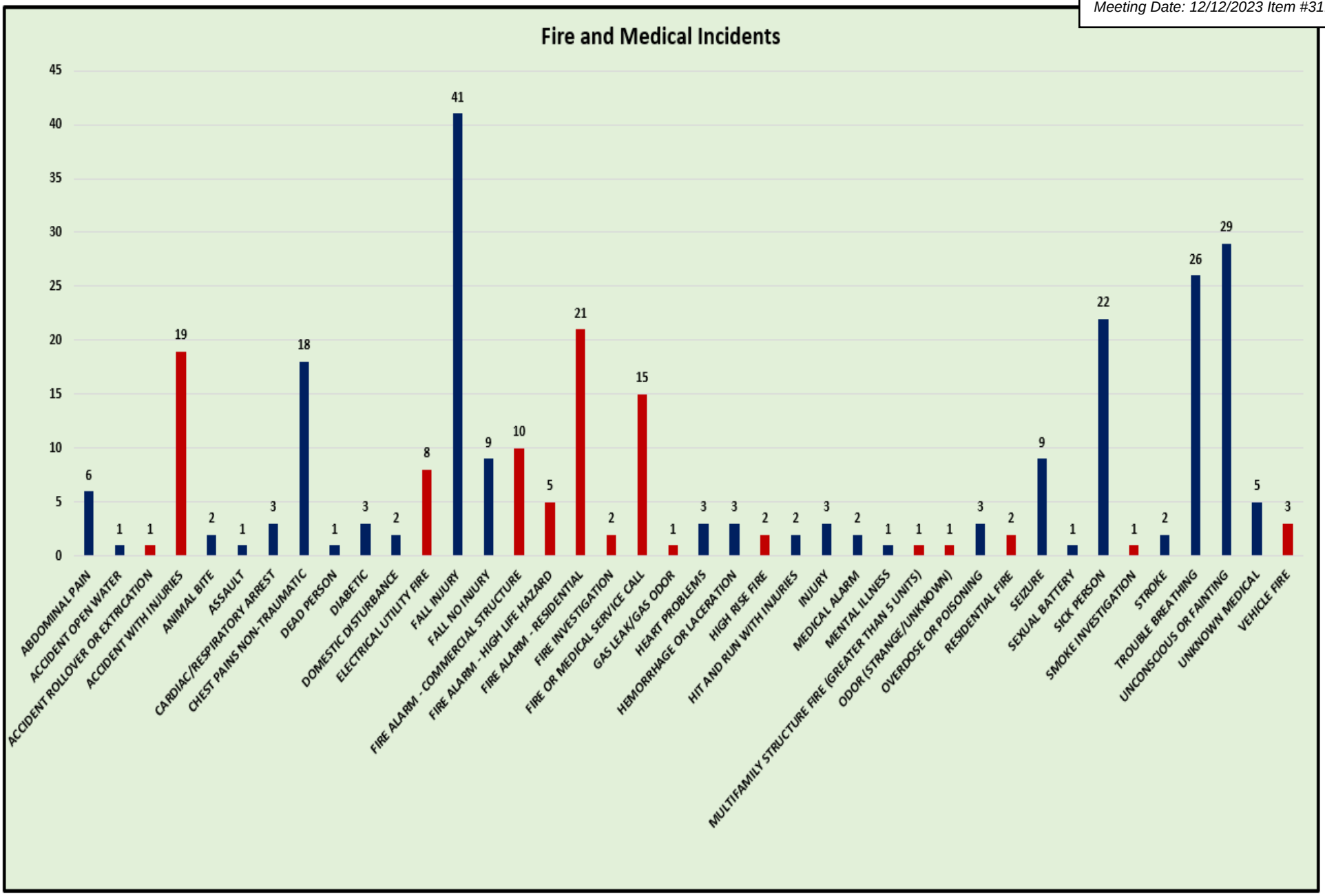
- November 3, 2023, Fire Prevention and CERT attended the “Eat to the Beat” event at Suellen H. Fardelmann Sports Complex. Approximately 500 people attended.

- Multiple dates during November, Chief Harrington met with representatives from various schools regarding the fire hydrant design project.

- November 28, 2023, Station 28 held it’s Santa sign-up registration. We met our 100-resident capacity for the December 16th and 17th Santa visit dates. The total amount raised for the program was $5,820.00. We anticipate providing at least two scholarships in the amount of $2,000.00 each this coming year for graduating high school students that are looking to pursue a career in the fire rescue service.

FIRE HYDRANT DESIGN UPDATE:

I have met with representatives from 5 schools and the utilities department is in the process of cleaning and painting the chosen hydrants white as a base coat. I have also met with the management of Sherwin Williams to secure the proper paint and supplies for the art students at a discounted rate. The students have begun painting their designs on the fire hydrants at Franklin Academy and Embassy Creek Elementary. Once completed, I will work 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.


Fire and Medical Incidents
45
40
35
30
25
20
15
10
5
0
6
1
1
19
2
1
3
18
1
3
2
8
41
9
10
5
21
2
15
1
3
3
2
2
3
2
1
1
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9
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22
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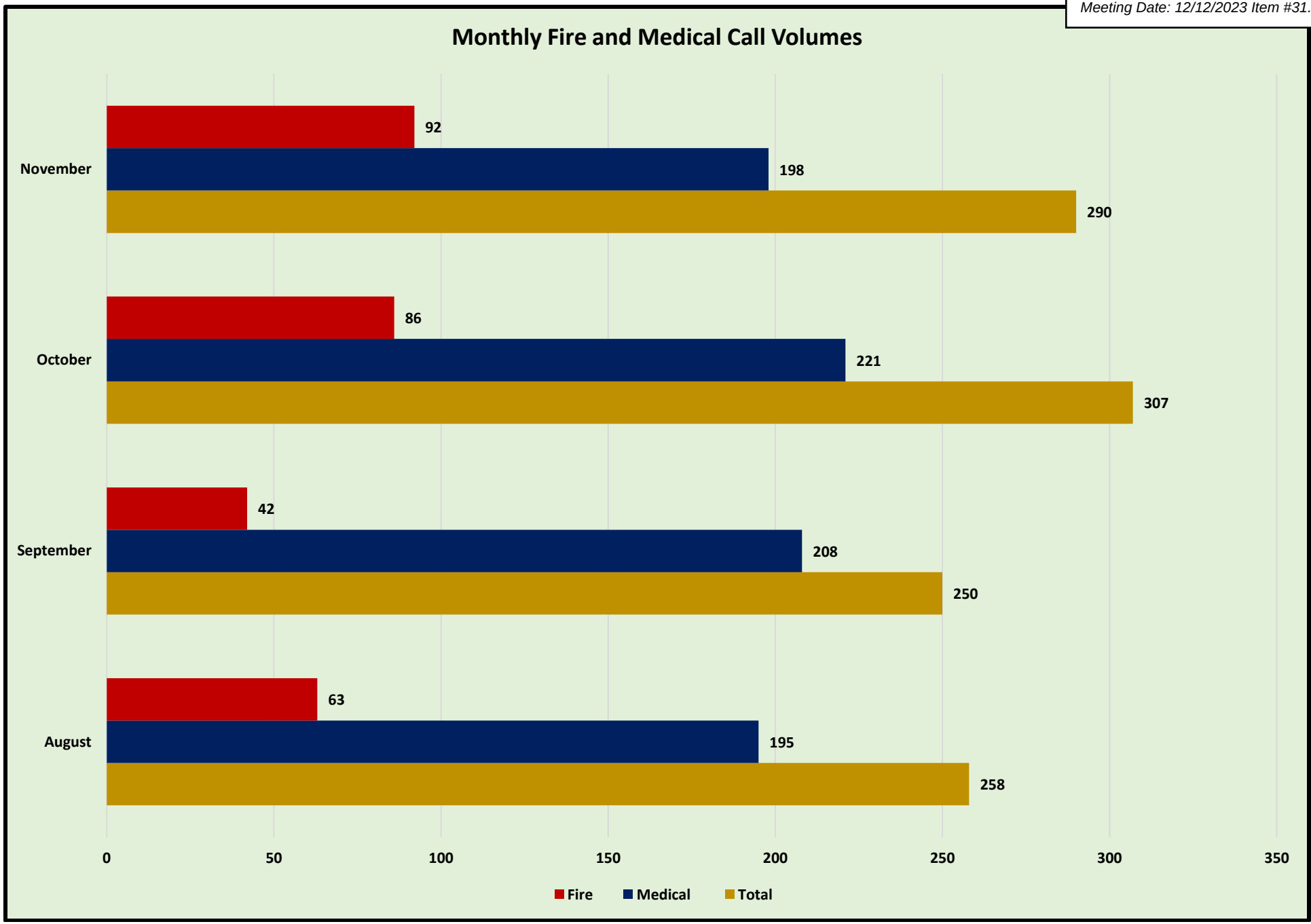
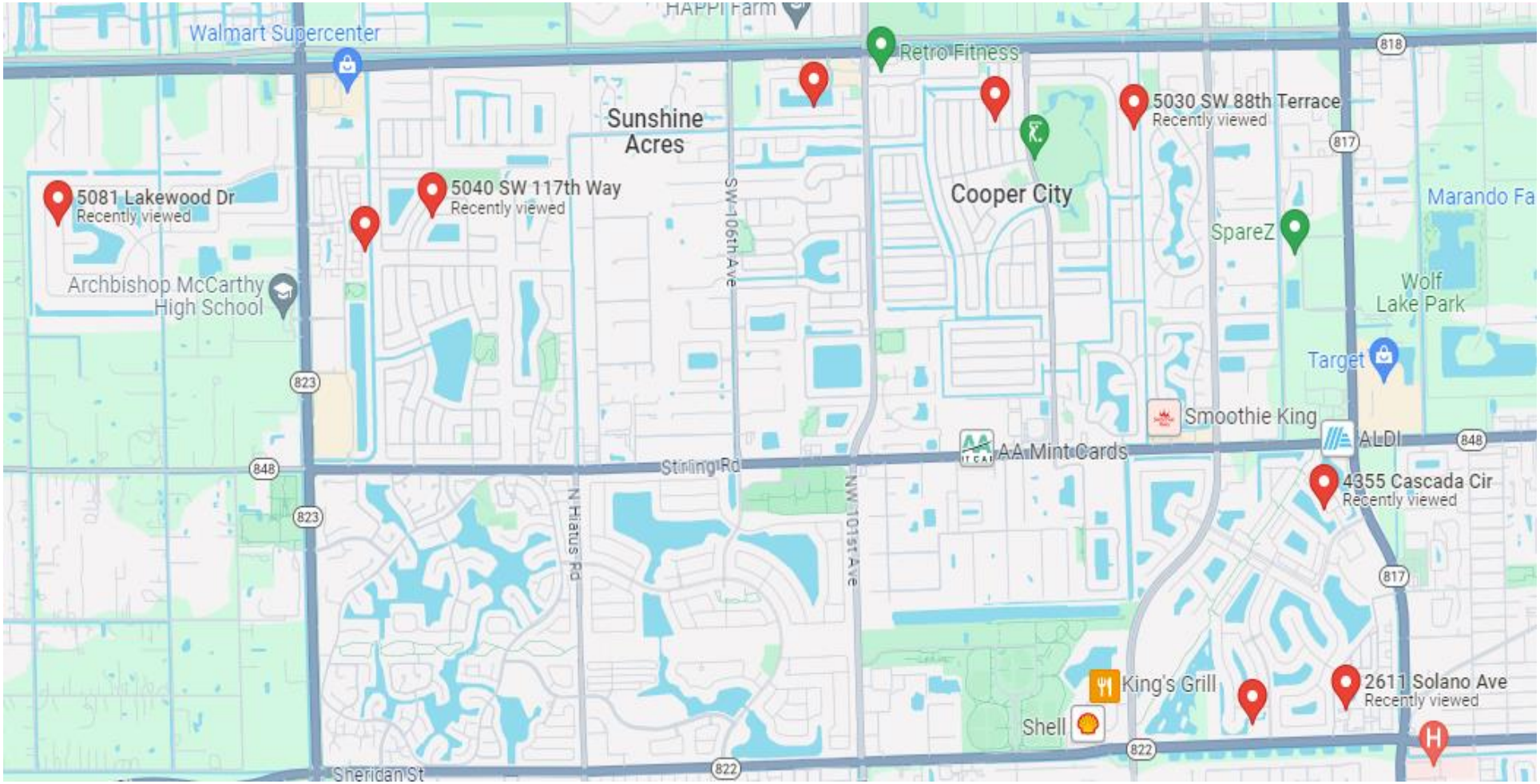
26
29
5
3
ABDOMINAL PAIN
ACCIDENT OPEN WATER
ACCIDENT ROLLOVER OR EXTRICATION
ACCIDENT WITH INJURIES
ANIMAL BITE
ASSAULT
CARDIAC/RESPIRATORY ARREST
CHEST PAINS NON-TRAUMATIC
DEAD PERSON
DIABETIC
DOMESTIC DISTURBANCE
ELECTRICAL UTILITY FIRE
FALL INJURY
FALL NO INJURY
FIRE ALARM - COMMERCIAL STRUCTURE
FIRE ALARM - HIGH LIFE HAZARD
FIRE ALARM - RESIDENTIAL
FIRE INVESTIGATION
FIRE OR MEDICAL SERVICE CALL
GAS LEAK/GAS ODOR
HEART PROBLEMS
HEMORRHAGE OR LACERATION
HIGH RISE FIRE
HIT AND RUN WITH INJURIES
INJURY
MEDICAL ALARM
MENTAL ILLNESS
MULTIFAMILY STRUCTURE FIRE (GREATER THAN 5 UNITS)
ODOR (STRANGE/UNKNOWN)
OVERDOSE OR POISONING
RESIDENTIAL FIRE
SEIZURE
SEXUAL BATTERY
SICK PERSON
SMOKE INVESTIGATION
STROKE
TROUBLE BREATHING
UNCONSCIOUS OR FAINTING
UNKNOWN MEDICAL
VEHICLE FIRE


Monthly Fire and Medical Call Volumes
November
92
198
290
October
86
221
307
September
42
208
250
August
63
195
258
0
50
100
150
200
250
300
350
Fire
Medical
Total

OUTLIERS



Address	Response time	Address	Response time
8447 Sheridan Street	12:02	5192 SW 121 Avenue	09:35
5081 Lakewood Drive	11:18	2611 Solano Avenue	09:35
4979 SW 90 Way	10:40	10221 SW 49 Manor	09:23
5040 SW 117 Way	10:18	5030 SW 88 Terrace	09:10
4355 Cascada Circle	09:46	8447 Sheridan Street	09:09

EXHIBIT A

Certificate of Analysis
Fungi, Petri Dish Direct Exam/SOP IV.11.19
AIHA-EMLAP ID#232034

Collected By: Grant Lasseter
Number of Samples: 4

Date Collected: 10/10/2023
Date Received: 10/19/2023
Date Analyzed: 10/23/2023
Date Reported: 10/23/2023

kapak

Project Location: **N/A**

Lab Sample Number:	854-01	854-02	854-03
Client ID Number:	Sample 1	Sample 2	Sample 3
Sample Location:	**Bedroom**	**Living Room**	**Kitchen**

Sample Type	Settling Plate	Settling Plate	Settling Plate
Media Used	Unknown	Unknown	Unknown
Sample Volume(m^3)	NA	NA	NA
Detection Limit (CFU/m^3):	1	1	1

	Raw Count	%	CFU/Unit	Raw Count	%	CFU/Unit	Raw Count	%	CFU/Unit
Alternaria	0	0	0	0	0	0	0	0	0
Acremonium	0	0	0	0	0	0	0	0	0
Ascospores	0	0	0	0	0	0	0	0	0
Aspergillus	2	25	2	4	5	4	0	0	0
Basidiospores	0	0	0	0	0	0	0	0	0
Bipolaris/Dreschlera	0	0	0	0	0	0	0	0	0
Botrytis	0	0	0	0	0	0	0	0	0
Chaetomium	0	0	0	0	0	0	0	0	0
Cladosporium	1	13	1	62	83	62	86	96	86
Curvularia	0	0	0	2	3	2	0	0	0
Epicoccum	0	0	0	0	0	0	0	0	0
Fusarium	0	0	0	0	0	0	0	0	0
Geotrichum	0	0	0	0	0	0	0	0	0
Mucor	0	0	0	3	4	3	2	2	2
Nigrospora	0	0	0	0	0	0	0	0	0
Non Sporulating Fungi	0	0	0	0	0	0	0	0	0
Oidium/Peronospora	0	0	0	0	0	0	0	0	0
Paecilomyces	0	0	0	0	0	0	0	0	0
Penicillium	0	0	0	2	3	2	0	0	0
Pithomyces/Ulocladium	0	0	0	0	0	0	0	0	0
Rhizopus	0	0	0	0	0	0	0	0	0
Rusts	0	0	0	0	0	0	0	0	0
Smuts/Myxomycetes	0	0	0	0	0	0	0	0	0
Stachybotrys	0	0	0	0	0	0	0	0	0
Stemphylium	0	0	0	0	0	0	0	0	0
Trichoderma	5	63	5	0	0	0	0	0	0
Torula	0	0	0	0	0	0	0	0	0
Yeast	0	0	0	2	3	2	2	2	2
Other	0	0	0	0	0	0	0	0	0
Total CFUs	8	100	8	75	100	75	90	100	90

Certificate of Analysis
Fungi, Petri Dish Direct Exam/SOP IV.11.19
AIHA-EMLAP ID#232034

Collected By: Grant Lasseter
Number of Samples: 4

Date Collected: 10/10/2023
Date Received: 10/19/2023
Date Analyzed: 10/23/2023
Date Reported: 10/23/2023

kapak

Project Location: **N/A**

Lab Sample Number:	854-04		
Client ID Number:	Sample 4		
Sample Location:	**Front Entrance**		

Sample Type	Settling Plate		
Media Used	Unknown		
Sample Volume(m^3)	NA		
Detection Limit (CFU/m^3):	1		

	Raw Count	%	CFU/Unit
Alternaria	0	0	0
Acremonium	0	0	0
Ascospores	0	0	0
Aspergillus	17	23	17
Basidiospores	0	0	0
Bipolaris/Dreschlera	0	0	0
Botrytis	0	0	0
Chaetomium	0	0	0
Cladosporium	12	16	12
Curvularia	2	3	2
Epicoccum	0	0	0
Fusarium	0	0	0
Geotrichum	0	0	0
Mucor	0	0	0
Nigrospora	0	0	0
Non Sporulating Fungi	19	25	19
Oidium/Peronospora	0	0	0
Paecilomyces	0	0	0
Penicillium	3	4	3
Pithomyces/Ulocladium	1	1	1
Rhizopus	0	0	0
Rusts	0	0	0
Smuts/Myxomycetes	0	0	0
Stachybotrys	0	0	0
Stemphylium	0	0	0
Trichoderma	0	0	0
Torula	0	0	0
Yeast	21	28	21
Other	0	0	0
Total CFUs	75	100	75

Certificate of Analysis
Fungi, Petri Dish Direct Exam/SOP IV.11.19
AIHA-EMLAP ID#232034

Collected By: Grant Lasseter
Number of Samples: 4

Date Collected: 10/10/2023
Date Received: 10/19/2023
Date Analyzed: 10/23/2023
Date Reported: 10/23/2023

Project Location: **N/A**

- **CFU: Colony-Forming Unit.**
- **No discernable Blank Sample(s) Was Summited.**
- **Genus Level Identification only.**

Leila Karimi- Analyst

Sina Heydari – Senior Microbiologist

The results are indicated by samples taken at a given time and may not be representative of other locales and time frames. A 3-day minimum turnaround time period may not be suitable for the slow sporulating specimens. In this event, an accurate classification may not be made further than "Non- sporulating fungi". Heavily loaded samples may have intense growth that may pose a bias for quantifying total CFU's, as blending of colonies may occur. Other specimens may not be likely to remain dispersed in the air, while others do not easily grow in the laboratory due to biologically competitive conditions (STP). Unless otherwise requested, culturable air sample results are not corrected using a particle correction chart when appropriate data is provided. When necessary, dilutions and dilution factors may be applied to results to assist with CFU ID and quantification and are listed as additional notes. The limit of detection is defined as 1 spore or 1 cfu/plate. For air samples, the analytical sensitivity for this method is calculated as 1 observation multiplied by ((1000L / volume of air samples (L)) × 1/m3). For bulk/swab samples, the analytical sensitivity is calculated as 1 cfu per cm2 or 1 cfu when no unit measurement is requested. For dilutable samples (like Food), the analytical sensitivity is calculated as 1 cfu per gram or 1 cfu when no unit measurement is requested. Results are reported as "Present" if quantitative results are denied. Interpretation is left to those requesting testing. The accuracy of digit reporting for automated calculations is dependent on the least accurate measurement. SOP IV.4.7m/8m= Culturable Air, SOP IV.4.9m/10m=Culturable Bulk/Surface sample. ND= None Detected.

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Kapak Environmental Laboratories (Kapak Inc.)
3510 E Enterprise Dr
Anaheim, CA 92807

CHAIN OF CUSTODY

Please include a check to Kapak Inc for $42 per petri dish mailed in

Company/Client: EVVIVA

Contact:

Client Project ID:

Phone:

Project address:

Results will be e-mailed. Failure to write your e-mail address will result in delays!

E-mail: GrantLasseter@gmail.com

Sampling Date
Lab No. (lab use only)
854
Turnaround Requested*
Standard
5 Days

Sample ID	Sample Date	Sample Description/Location	Sample Type**	Volume	Analysis Type***	Sampling Comments
Sample 1	10/10/23	Bedroom	CA	NA	DME	
Sample 2	10/10/23	Living Room	CA	NA	DME	
Sample 3	10/10/23	Kitchen	CA	NA	DME	
Sample 4	10/10/23	Front Entrance				

Submitted by (print)

Received by (print) Leila Kavini

Date/Time

Date/Time 10/19/23

Signature

Signature

For Laboratory Use

**Sample Types: NC (non-culturable -spore trap); CA (culturable air); T (tape lift); S (swab); D (dust, vacuum), B (bulk)

B (Bacteria; Total Coliform and E.Coli; Absent/Present)

***Analysis Types: ST (spore trap), DME (direct microscopic exam), PT (particulates All), PTS (Particulate spot only), CAF (culturable air – fungal), CAB (culturable air – bacteria) PS (*Penicillium* speciation), FS (Full speciation ID all colonies), EC (*E. coli*, coliforms), ST-Pen/Asp(Spore trap Penicillium/Aspergillus differentiation), TOF (Thermophilic Opportunistic Fungi)

Kapak's holding time for all samples is 30 days unless otherwise noted

Samples(s) arrived in good condition unless otherwise noted

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