

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 11th day of November, 2021, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

GOVERNMENT & ERP IMPLEMENTATION SERVICES, LLC, an **Corporation** authorized to do business in the State of Florida, with a business address of **7005 NW 67th Terrace, Parkland, Florida 33067** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Section 2-258(g) of the City's Code of Ordinances provides an exception to the City's competitive solicitation requirements for "professional services," which are defined as "contracts for the service of professionals, including but not limited to the practice of law, management consulting, medicine, real estate appraisal, or other area of expertise as determined by the city manager or designee to be in the best interest of the city." In accordance with this provision, the CITY has reviewed the qualifications, work history, and other relevant data provided by the CONSULTANT and determined that the CONSULTANT is being engaged to provide a professional service.

Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform Year End and Financial Assistance services, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, as well as assistance requested in Budgeting, Accounts Payables, Accounts Receivables and other areas of General Municipal Finance.

2.2 Unless otherwise provided for herein, CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good Accounting practice. If within six months following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.5 CONSULTANT shall provide and assign staff to complete this engagement. In the event that any of CONSULTANT's employees is found to be unacceptable to the CITY, including, but not limited to, demonstration that he or she is not qualified, the CITY shall notify the CONSULTANT in writing of such fact and the CONSULTANT shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

2.6 CITY shall provide CONSULTANT with remote and on-site access to applicable City software (BS&A Software) needed to conduct City business and access to appropriate network folders and information needed to perform the duties and responsibilities set forth herein.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall begin on November 20th, 2021 and shall continue until terminated by either party based on Article 3.2 of this Agreement; provided, however that if the term of this Agreement extends beyond a single fiscal year of the CITY, the continuation of this Agreement beyond the end of the fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

3.2 This Agreement may be terminated by either party for cause by the aggrieved party, if the

party in breach has not corrected the breach within seven (7) days after written notice from the aggrieved party identifying the breach.

This Agreement may also be terminated by convenience by either party, upon fifteen (15) days written notice. In the event of termination for convenience, the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount.

Upon termination, all finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

3.4 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 \$85. for Senior Accountants and \$120. for Supervisors. CONSULTANT shall submit invoices to the CITY on a monthly basis for services performed. The invoices shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

4.2 CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONSULTANT at:

Barbara Hastings
Government & ERP Implementation Services, LLC
7005 NW 67th Terrace
Parkland , Florida 33067

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONSULTANT be compensated for any work, which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONSULTANT shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

6.2 CONSULTANT shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific

consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7 – NOT USED
INSURANCE

ARTICLE 8
INDEPENDENT CONSULTANT

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent Consultant under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's Funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
9090 S.W. 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCityFL.org**

**ARTICLE 11
E-VERIFY**

CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

11.1 Definitions for this Section:

11.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONSULTANT.

11.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or

services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

11.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

11.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

11.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

11.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

11.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 12
MISCELLANEOUS

12.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONSULTANT's work product for its intended purposes.

12.2 **Records.** CONSULTANT shall keep such records and accounts and require any and all

subConsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

12.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.4 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY City Manager
 City of Cooper City
 9090 S.W. 50th Place
 Cooper City, Florida 33328
 Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney
 Goren, Cherof, Doody & Ezrol, P.A.
 3099 East Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308
 Telephone No. (954) 771-4500

Facsimile No. (954) 771-4923

Consultant Barbara Hastings
Government & ERP Implementation Services, LLC
7005 NW 67th Terrace
Parkland, Florida 33067
Telephone No. (954) 815-8654
Email: Bhastings@GovtERPservices.com

12.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

12.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

12.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

[Signature]
KATHRYN SIMS, CITY CLERK

By: [Signature]
JOSEPH NAPOLI, CITY MANAGER

APPROVED AS TO FORM:

[Signature]
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

GOVERNMENT & ERP IMPLEMENTATION SERVICES, LLC

By: [Signature] CPA.
Name: Barbara Hastings
Title: President

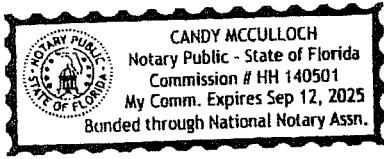
STATE OF Florida
COUNTY OF Palm Beach

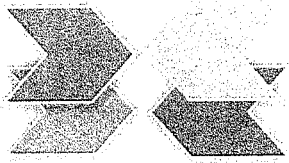
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Barbara Hastings as Barbara Hastings of, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of Government & ERP Implementation Services, LLC for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 18 day of Nov, 2021.

[Signature]
NOTARY PUBLIC

Candy McCulloch # HH 140501
(Name of Notary Typed, Printed or Stamped)





GOVERNMENT & ERP IMPLEMENTATION SERVICES, LLC

7005 NW 67TH TERRACE PARKLAND, FL 33067

PHONE: 954-815-8654 FAX: 754-812-7276

EMAIL : Bhastings@govtERPservices.com

November 17, 2021

Mr. Joseph Napoli
City Manager
City of Cooper City
9090 SW 50th Place
Cooper City, FL 33328

RE: Year-End and Financial Assistance

Dear Mr. Napoli:

Thank you for the opportunity to provide a proposal to assist the City with the above project. Based on our discussions we will need to assign a couple different levels of staff to assist.

Senior Accountant-

- *Review of all City's Grants*
- *Preparation and review of Grant reimbursements*
- *Preparation of Year-end, quarterly and monthly Grant schedules and reports*
- *Prepare various detailed accounting schedules including journal entries to adjust the general ledger accounts*
- *Prepare account reconciliations of general ledger accounts to sub-ledger accounts*
- *Reconcile the Pooled Cash bank account and recommend adjusting entries*
- *Prepare the recording and reconciling of Fixed Assets*
- *Any other tasks necessary to close the fiscal year 2021*

Supervisor-

- *Review and coordinate the year end close process*
- *Review and coordinate the City's external audit*
- *Assist in the preparation of the City's Comprehensive Annual Financial Report*
- *Supervise, review and assist in the preparation of all audit schedules*
- *Prepare year end entries including compensated absences, accruals, pension etc.*
- *Review and assist with all year-end reports and schedules e.g. AFR, etc.*
- *Prepare Monthly Financial Statements*
- *Review and approval of staff's work and Journal entries*
- *Recommend improvements in policies and procedures to improve efficiency and effectiveness and reduce audit risks*

Below is the all -inclusive hourly Rate for the proposed assigned staff for this project. This rate includes all travel and other related expenses:

Senior Accountants	Hourly Rate \$ 85.00
Supervisor	Hourly Rate \$120.00

Thanks again for the opportunity and I look forward to working with you and the team at Cooper City.

Sincerely,

Barbara Hastings

Barbara Hastings CPA

President

Email: bhastings@govterpservices.com

Phone: 954-815-8654



CITY OF COOPER CITY CITY COMMISSION REGULAR MEETING

Tuesday, November 30, 2021 at 6:30 PM
City Hall Auditorium | 9090 SW 50th Place

MINUTES

PLEDGE OF ALLEGIANCE

Mayor Ross opened the meeting at 6:31 PM and led the assembly in the Pledge of Allegiance

ROLL CALL

Present were Commissioners Shrouder, Meltzer, Pulcini, Green, and Mayor Ross.

CHANGES TO AGENDA/EMERGENCY MATTERS

Mayor Ross requested Item 9 to be moved directly after Proclamations/Presentations. There were no objections.

PROCLAMATIONS/PRESENTATIONS

The Yard of the Month was presented by Commissioner Meltzer. He thanked Florida Mart for their \$50 gift certificate contribution. The Yard of the Month was presented to Joe and Brenda Duclos.

A Proclamation for Jeff English was presented by Mayor Ross in recognition of his retirement from Publix and career contributions to the community.

Commissioner Pulcini recognized the Cooper City Church of God, Pastor Victor Massey, and Eric Stafford for their commitment to the City. Pastor Massey and Eric Stafford thanked the City leadership.

REGULAR RESOLUTIONS

Mayor Ross clarified he meant Item 12 and not Item 9.

This item was taken out of order on the agenda.

Resolution 21-55 (Administration/City Attorney)

City Attorney Horowitz read "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SHERIFF GREGORY TONY REGARDING RESOLUTION OF THE FEDERAL EQUITABLE SHARING DISPUTE, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE" by title.

City Attorney Horowitz stated, in a previous meeting, the Commission asked him to reach out to Attorney Tonya Hadid to review the matter as outside Counsel.

Attorney Hadid joined the meeting virtually.

Attorney Hadid stated she reviewed all materials and agreed with City Attorney Horowitz that there is more opportunity for conversation with BSO. She suggested if a resolution cannot be achieved with BSO, the next course of action would be through the Court system.

Commissioner Shrouder asked Ms. Hadid what her experience was litigating similar cases.

Attorney Hadid responded she most recently had a litigation against Sheriff Tony with staff contract issues. She shared they were successful on both the trial level and appellate level with that case. She noted several of her other cases were labor related with respect to whistleblower claims.

Commissioner Shrouder asked if Ms. Hadid had experience dealing with General Counsel Terrence Lynch.

Attorney Hadid responded she had extensive experience working with Terrence Lynch.

City Attorney Horowitz stated, in a discussion with BSO, they may be willing to consider other options aside from the radios in question. He said BSO is willing to consider other options if the expenditures fall within the Equitable Sharing guidelines. One option that was discussed is using funds to pay for SROs.

City Attorney Horowitz reviewed the installment payment dates. The City made the first installment payment, BSO made the second installment payment, and the third installment payment is due May 2022.

He stated BSO would be willing to use the LETF funds, approximately \$580,000, to help offset the cost of SROs. Under that scenario, the City would be responsible for making the third payment of the radios in May 2022 and the City would retain ownership of the radios as assets. Then, BSO would use Equitable Sharing funds to pay for SROs, which the City is now paying from its General Fund.

Commissioner Green asked if the City enters into the MOU, then will all options continue to be on the table.

City Attorney Horowitz responded the MOU contemplates the acquisition of radios. If the City enters into the settlement as drafted, then BSO would make the third payment in May 2022 and at the end of the City's agreement with BSO, there would an opportunity to acquire the radios.

City Attorney Horowitz reviewed the differences between a previous proposal and the one before the Commission tonight.

Commissioner Meltzer asked Captain De Giovanni the life expectancy of the radios.

Captain De Giovanni responded that it is hard to determine based on field use, but he stated possibly up to a decade. He said with proper updates and maintenance they should last a long duration.

Commissioner Shrouder noted the latest technology switch is the first one in twenty (20) years, so the radios are at the front end of that technology life cycle.

Commissioner Meltzer is not interested in supporting an agreement for radios that will only last 2-3 years.

Commissioner Shrouder stated the option for BSO to use funding to acquire SROs would be automatic and be a straight dollar for dollar equivalent. In his opinion, that option is better.

Mayor Ross asked Attorney Hadid if the City went to litigation, would they be looking at 3-5 years on the case.

Attorney Hadid responded yes and noted it could go on even longer with appeals. She suggested trying to negotiate a resolution.

City Attorney Horowitz stated if the Commission were to approve a motion that reflected its intent, they would incorporate that language into a MOU and no further action would be required.

MOTION: Commissioner Shrouder moved to accept the MOU or settlement agreement with BSO, contingent upon BSO providing the City funds to be used towards any permissible use under the Federal guidelines, specifically for SROs this year, and in a timely manner forthwith. Commissioner Meltzer seconded the motion which prevailed by a unanimous roll call vote (5-0).

Order of the agenda was resumed.

PUBLIC SPEAKING

Open Public Meeting

Dr. Zoe Kiedes spoke on a code violation letter she received from someone named Lynn. When she did not hear back from Lynn, she contacted Code Officer Mark Reale. Lynn returned a call after two weeks and she outlined the next steps, but Ms. Kiedes thought her tone was unprofessional.

Mike Carvelli, Embassy Lakes resident, expressed dissatisfaction with potential redistricting. He stated Embassy Lakes is one entity and if it is split during the redistricting, they are prepared to take legal action and bring a lawsuit against the City.

Jim Gulley, Cooper Colony resident, expressed dissatisfaction about the redistricting of Embassy Lakes. He stated the City should have communicated with residents about districts following the Census completion. He stated, as a member of the Charter Review Board, they wanted to eliminate districts but it was not supported by the Commission.

Commissioner Meltzer asked City Manager Napoli to speak on the outreach to residents after the Census.

City Manager Napoli noted this year's Census was issued late and they are under a timeline because the redistricting must be completed six (6) months before the filing. He noted it is a very compressed timeline, but two meetings were scheduled, one in October and one in November. The October meeting was the redistricting analysis and welcomed public input. The second meeting was a special meeting and the Commission decided redistricting was necessary and discussed options. That meeting was open to the public as well. Both meetings were advertised throughout the City. He noted there will be two hearings, the first tonight, and the second hearing will be held December 14. The public is invited to provide input at both hearings.

Commissioner Pulcini stated he believed the community should have been involved earlier. He stated the County held workshops in September and the City could have shared data then as well.

City Manager Horowitz clarified that the Commission is required by its Charter to review districts six (6) months after the review of any U.S. Decennial Census data.

Commissioner Shrouder stated there is a lot of misinformation going around. He spoke on the previous redistricting and how disproportionate the districts now are with the most current Census data. He expressed frustration that the Commission did not have input or engagement with Florida Atlantic University (FAU) prior to the redistricting presentation on November 16. He stated the first time they saw the option of splitting Embassy Lakes came to them the night before the meeting. He confirmed FAU was asked if there were any options where communities would not be divided in redistricting and were told it was almost impossible at the municipal level.

Mayor Ross ordered a verbal cease and desist to the resident with repeated outbursts.

Commissioner Shrouder shared the Commission voted to move forward on the option, with a slight modification, that made the districts more proportionate. He noted the option also follows State and Federal law.

Commissioner Shrouder requested Embassy Lakes Management bring forth any option that does not split up any neighborhood or community.

Commissioner Green affirmed the statement that Embassy Lakes has a high voter turnout. He stated publicly he did not support the redistricting vote. He clarified that with redistricting, Embassy Lakes will become part of District 1 (to the North) and District 3 (to the South).

Commissioner Green stated he supports the Embassy Lakes residents.

Ms. Gulley, resident, offered examples of other split communities that retain their HOAs. She stated Embassy Lakes is a PUD, which is outlined as a residential neighborhood in the Charter. She noted they are a donor community. She read a few comments in opposition to the redistricting from the 180 emails she received. She expressed dissatisfaction with the redistricting of Embassy Lakes.

Commissioner Shrouder questioned Ms. Gulley about her use of the term donor community.

Commissioner Meltzer asked Ms. Gulley to site her source for the definition of Embassy Lakes being a residential community.

Ms. Gulley clarified there was no definition, but the Charter is up for interpretation.

Commissioner Meltzer read the definition he found on Wikipedia. He said, based on the definition, Cooper City itself would be defined as a residential community and he agreed it is up for interpretation.

Commissioner Meltzer corrected a statement by Ms. Gulley. He confirmed more than two Commissioners can attend an HOA meeting if a public notice is issued.

City Attorney Horowitz stated if Sunshine Laws are followed, more than two Commissioners can attend.

James Curran, resident, stated the map splitting up Embassy Lakes was not shown at the prior meeting. He spoke on the quadrants of the districts and noted Cooper Colony did not exist when the City Charter was created. He expressed dissatisfaction with the redistricting option that was voted on.

Commissioner Meltzer clarified that they satisfied the important criteria for redistricting as presented by Mr. Gammack-Clark from FAU. He also noted that, in 2013, the Commission selected the highest variation in districts, which he suggested is a violation of the Charter.

In response to the legal threat comments from Mr. Carvelli, Commissioner Meltzer asked City Attorney Horowitz if anything they voted on at their previous meeting was illegal.

City Attorney Horowitz confirmed nothing was illegal and added additional thoughts for discussion. He read the language in the City Charter and clarified "residential community" is not defined in the City Charter, so the City Commission is free to define the term.

Commissioner Shrouder spoke on the 2013 redistricting and noted splitting up communities is not new. He said he had interest in redistricting that met State and Federal guidelines and was as equitable as possible. He reviewed the current district map. He noted the option they voted on has the lowest population variance in history at only 4% deviation.

Commissioner Green spoke on the 2013 redistricting of Flamingo Gardens.

Commissioner Green asked Mr. Gammack-Clark City and Attorney Horowitz whether Option 2 that was presented to the Commission abides by State and Federal guidelines and criteria.

City Attorney Horowitz responded all the proposals presented by FAU meet the requirements.

Commissioner Green stated he supported the option that would have kept Embassy Lakes as one district.

Commissioner Pulcini asked City Attorney Horowitz whether the law says anything about choosing between the lowest variance or the least disruptive.

City Attorney Horowitz replied that so long as the decision made by the Commission satisfies the requirements, any of the options are legally supportable.

Mayor Ross invited comments from the virtual audience.

Ronnie Stern, resident, suggested her neighbors are using the term residential community when they should be using Planned Urban Development (PUD) when discussing Embassy Lakes. She suggested Embassy Lakes should only have one Commissioner to represent them. She expressed dissatisfaction with the redistricting.

David Stern, resident, also expressed dissatisfaction and believes and best option is the least disruptive.

Brenda Kezar, resident, spoke on a water main break in Embassy Lakes. She asked if the City bills back Embassy Lakes for the repair work.

Mayor Ross asked Ms. Gulley if Embassy Lakes ever received a bill from the City for that work.

Ms. Gulley confirmed they never received a bill from the City.

Ms. Kezar asked about whether everyone in Embassy Lakes would still get to vote.

Mayor Ross responded everyone can vote.

David Knoll, resident, commented that it doesn't matter about redistricting because you can reach out to any Commissioner and always get a response. He also thanked Captain De Giovanni for hearing and implementing a few of his ideas for community policing.

Commissioner Pulcini agreed Captain De Giovanni does a great job.

Mayor Ross closed the public comments.

CONSENT AGENDA

Minutes

Commission meeting minutes of October 12, 2021

MOTION: Commissioner Meltzer moved to approve the minutes of the consent agenda. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote (5-0).

REGULAR AGENDA

Commissioner Shrouder suggested moving Item 14 up in the agenda. Consensus was reached to move Item 14.

ORDINANCES ON FIRST READING**Ordinance 21-27 (Community Development)**

City Attorney Horowitz read "AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA PROVIDING FOR THE RE-CREATION AND RE-ESTABLISHMENT OF THE GEOGRAPHIC BOUNDARIES FOR FOUR (4) ELECTION DISTRICTS IN THE CITY OF COOPER CITY IN ACCORDANCE WITH SECTION 3.03 OF THE CITY CHARTER; PROVIDING FOR FINDINGS AND CONCLUSIONS OF THE CITY COMMISSION; PROVIDING FOR THE IMPLEMENTATION OF REVISED ELECTION DISTRICTS TO BE EFFECTIVE FOR THE ELECTIONS TO BE HELD IN THE CITY OF COOPER CITY, FLORIDA, COMMENCING AT THE GENERAL MUNICIPAL ELECTION IN NOVEMBER 2022, AND THEREAFTER; PROVIDING A FORM OF REQUEST TO THE SUPERVISOR OF ELECTIONS OF BROWARD COUNTY, FLORIDA, TO IMPLEMENT THE REVISED PLAN ESTABLISHED PURSUANT TO THIS RE-DISTRICTING ORDINANCE AND TO CREATE FUNCTIONAL DISTRICTS CONSISTENT WITH THE IDENTIFICATION OF GEOGRAPHIC BOUNDARIES FOR ELECTION DISTRICTS; PROVIDING FOR THE ATTACHMENT OF ELECTION DISTRICT MAPS, CHARTS, STREET ADDRESSES, AND GRAPHIC DESCRIPTIONS, WHICH SHALL BE ATTACHED TO AND MADE A PART OF THIS ORDINANCE; PROVIDING FOR AUTHORIZATION AND DIRECTION TO THE CITY ADMINISTRATION TO IMPLEMENT THE TERMS, CONDITIONS, AND PROVISIONS OF THIS ORDINANCE EFFECTIVE FOR THE NEXT ENSUING GENERAL MUNICIPAL ELECTION OF NOVEMBER 2022 OR AS OTHERWISE PROVIDED BY LAW; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE" by title.

MOTION: Commissioner Green motioned to discuss the approval of Resolution 21-27. Commissioner Meltzer seconded the motion. In a roll call vote, the **motion passed**.

NO: Commissioners Pulcini, Green

YES: Commissioners Shrouder, Meltzer, and Mayor Ross.

Commissioner Shrouder discussed a Facebook exchange he had containing misinformation about Embassy Lakes redistricting. He expressed his frustration with the misinformation.

Commissioner Meltzer stated he would lose the most in the redistricting and named the communities that would no longer be in his district. He said Embassy Lake residents are important, but they are not the only residents in the City.

Commissioner Green reiterated that all options presented meet legal requirements. He stated he did not support Option 3c because it loses the essence of Embassy Lakes and Cooper City. In the 2013 redistricting, he said the Commission decided to keep communities of interest together as a block. He does not believe the current option that was voted on historically represents the community.

Commissioner Pulcini agreed with Commissioner Green and believes the Commission did not consider the disruption enough and how it will affect the residents. He suggested both variables be considered and weighted. He noted he will likely not be in support of the ordinance.

Mayor Ross said a solution would be to get rid of districts, but that solution is not available at this time. He is an Embassy Lakes resident and said he is surprised that no one has come forward to oppose the fact there will now be two Commissioners in that district.

Mayor Ross asked Mr. Gammack-Clark whether any Commissioner spoke or interacted with his team during the process.

Mr. Gammack-Clark responded no. He stated the only time he has interacted with the Commission is during the two public presentations.

Mayor Ross said he respects Commissioner Green's stance of going with the least disruptive option but is in support of what is outlined in the City Charter.

Commissioner Shrouder read a section from the 2013 FAU analysis and redistricting.

City Attorney Horowitz stated, based on tonight's discussion, he'll complete revisions before the Second Reading.

Regular agenda was resumed.

Motion to approve the balance of the City's Plan for American Rescue Plan Act (ARPA) of 2021 – Administration

City Manager Napoli presented an update on the ARPA Plan and noted they are asking for an approval on the items.

Commissioner Pulcini asked where they are putting the approximate \$300,000 earmarked for the BS&A cloud conversion that is no longer being recommended.

City Manager Napoli answered they have not yet decided but will return with a recommendation later.

Horace McHugh, Assistant City Manager, reviewed the items they were asked to do additional work on. The items were: Transparency Portal, Premium Pay for essential employees, Restoration of the Technology Detective in BSO, Non-profit assistance, Increase City staffing to enhance community support, Cybersecurity infrastructure, Nutanix Cluster, Chief Information Security Officer, Capital Projects Supervisor, and Drainage at Suellen Park.

Mayor Ross inquired if one of the criteria for determining assistance for non-profits was whether they have received additional funding from another source.

Assistant City Manager McHugh noted that was not criteria they were considering.

Mayor Ross and Mr. Shrouder both noted they have concerns if that is not considered.

City Manager responded they will develop the criteria with Strategic Philanthropy, Inc.

Discussion ensued about feasibility studies and change orders.

Commissioner Meltzer asked if ARPA money could be used for clay to fix the field issues.

City Manager Napoli will check on that question, but he believes it can only be used for drainage and stormwater issues.

City Attorney Horowitz confirmed he will check on that question as well and provide legal advice to the Commission.

Assistant City Manager McHugh proposed they return every few months to provide budget updates on the items.

Assistant City Manager McHugh noted one last item is the lost revenue of \$4.6 million. He said one recommendation is to appropriate approximately \$2.5 million to Fire Rescue and \$2.1 million for Law Enforcement.

Commissioner Shrouder asked if they can earmark the total \$4.6 million for Public Safety in general.

City Manager Napoli reminded the Commission it takes 18 months to order and receive any fire apparatus.

Mayor Ross asked if they are spending any money on Stirling Road at this time.

Assistant City Manager McHugh responded yes and said they will return with additional information as it was included as part of a larger NPO project.

Mayor Ross asked Assistant City Manager McHugh to invite Gretchen Cassini and Greg Stewart to an upcoming meeting.

Commissioner Shrouder recommended using the \$300,000 that was removed for BS&A and restore a Traffic Deputy position.

Commissioner Green suggested the \$300,000 could be utilized differently to serve the community better.

Discussion ensued about utilizing the \$300,000 for short-term versus long-term personnel solutions.

Commissioner Shrouder recommended City Manager Napoli bring back some options for the \$300,000 funding.

MOTION: Commissioner Shrouder motioned to approve the balance of the City's Plan for American Rescue Plan Act (ARPA) of 2021 with the deletion of the BS&N cloud storage. Commissioner Meltzer seconded the motion which prevailed by a unanimous roll call vote (5-0).

Motion to approve agreement with Strategic Philanthropy, Inc. to administer Community Support & Grant Assistance Programs, funded by the American Rescue Plan Act (ARPA) of 2021 – Administration

MOTION: Commission Shrouder motion to discuss and approve the agreement with Strategic Philanthropy, Inc. to administer Community Support & Grant Assistance Programs, funded by the American Rescue Plan Act (ARPA) of 2021. Commissioner Pulcini seconded the motion which prevailed by the following roll call vote.

NO: Commissioners Shrouder

YES: Commissioners Meltzer, Pulcini, Green and Mayor Ross.

Commissioner Shrouder stated he does not want to hire this company until the Commission is clear about what programs they are going to do.

Commissioner Pulcini shared they do not have enough staff capacity to develop the programs on their own.

City Manager Napoli reviewed the programs that were approved at the previous meeting. He explained Strategic Philanthropy, Inc. would develop the specifics and criteria for those programs.

Commissioner Shrouder disagreed and said his understanding was they agreed to conceptually approve programs at the previous meeting.

City Manager Napoli clarified they successfully worked with the company in the beginning of pandemic. He stated he wants to move this item forward quickly to meet the community needs.

Assistant City Manager McHugh said Strategic Philanthropy Inc. would develop criteria, develop the application portal, advertising, process applications, and handle appeals.

Motion to approve Work Order for Programming & Feasibility Study by Chen Moore and Associates for Expansion of City Hall – Community Development

MOTION: Commissioner Shrouder motioned to approve the Work Order for Programming & Feasibility Study by Chen Moore and Associates for Expansion of City Hall. Commissioner Pulcini seconded the motion which prevailed by a unanimous roll call vote (5-0).

City Attorney Horowitz explained they have an ongoing contract with Chen Moore and Associates and the item before the Commission is a scope of work that would be embraced under the existing terms of the contract. He will include the recommended language to the scope of work to reflect the guarantee of the not to exceed amount.

Motion to approve ARPA project installation of 24 fixed ALPRs – Captain De Giovanni

MOTION: Commissioner Shrouder motioned to approve the ARPA project installation of 24 fixed ALPRs. Commissioner Green seconded the motion. In a roll call vote, the **motion passed**.

NO: Commissioners Meltzer

YES: Commissioners Shrouder, Pulcini, Green, and Mayor Ross.

Commissioner Meltzer asked about cost analysis of the difference of purchasing versus leasing.

Captain De Giovanni stated the quote for leasing is not included in the backup.

Motion to approve LETF public safety equipment – Captain De Giovanni

MOTION: Commissioner Green motioned to approve LETF public safety equipment, Commissioner Shrouder seconded the motion which prevailed by a unanimous roll call vote (5-0).

Motion to approve an Agreement with Government & ERP Implementation Services LLC, to provide Fiscal Year End processing and General Municipal Financial Assistance – Administration

MOTION: Commissioner Green motioned to approve an Agreement with Government & ERP Implementation Services LLC, to provide Fiscal Year End processing and General Municipal Financial Assistance. Commissioner Pulcini seconded the motion which prevailed by a unanimous roll call vote (5-0).

Commissioner Pulcini asked how long the \$40,000 is for.

City Manager Napoli stated he does not have a timeframe, but it will likely be a three (3) month timeframe.

Commissioner Shrouder noted he thought there was funding already available for staff vacancies.

City Manager Napoli answered it is a budget transfer.

REGULAR RESOLUTIONS

Resolution 21-54 (Recreation)

City Attorney Horowitz read "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COOPER CITY FOR THE YEAR 47 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAMS FOR SENIOR TRANSPORTATION SERVICES, ATTACHED HERETO AS EXHIBIT "A," AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE" by title.

MOTION: Commissioner Pulcini motioned to approve Resolution 21-54. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote (5-0).

Resolution 21-56 (Recreation)

City Attorney Horowitz read "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE CITY OF COOPER CITY AND BILL CLARK TENNIS ACADEMY, LLC, FOR THE PROVISION OF PROFESSIONAL TENNIS SERVICES, ATTACHED HERETO AS EXHIBIT "A," AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE" by title.

MOTION: Commissioner Pulcini motioned to approve Resolution 21-56. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote (5-0).

Commissioner Meltzer asked if the increase was for one year only.

Staff answered yes.

Commissioner Shrouder noted Bill Clark has a great reputation and does a great job.

ORDINANCES ON SECOND READING

Ordinance 21-25 (Finance)

City Attorney Horowitz read "AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 20-9-3, ADOPTED ON SEPTEMBER 23, 2020; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2020-2021 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 Pulcini motioned to approve Ordinance 21-25. Commissioner Green seconded the motion. In a roll call vote, the **motion passed**.

NO: Commissioner Shrouder

YES: Commissioner Meltzer, Pulcini, Green, and Mayor Ross.

Commissioner Pulcini stated this is a budget amendment due to the transfer needed for the loan payments transferred into the wrong accounts. This fixes that issue.

Commissioner Shrouder noted the budget was adopted before his term.

No public comments.

Ordinance 21-26 (Commissioner Shrouder)

City Attorney Horowitz read "AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES, ENTITLED "BUILDINGS AND BUILDING REGULATIONS," TO CREATE ARTICLE VIII, TO BE ENTITLED "VACATION RENTALS;" PROVIDING FOR THE REGULATION OF VACATION RENTALS AS DEFINED HEREIN; PROVIDING FOR DEFINITIONS, PROCESS FOR ISSUANCE OF VACATION RENTAL PERMITS, REQUIREMENTS, REGULATIONS, AND STANDARDS FOR VACATION RENTALS, COMPLIANCE INSPECTIONS, SUSPENSION AND REVOCATION OF VACATION RENTAL PERMITS; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE" by title.

MOTION: Commissioner Shrouder motioned to approve Ordinance 21-26 with amendments to add the enforcement provisions and change language to City Manager or designee. Commissioner Meltzer seconded the motion which prevailed by a unanimous roll call vote (5-0).

Commissioner Pulcini received a phone call asking about the fee.

Commissioner Shrouder answered it has not been set yet.

No public comments.

CITY MANAGER REPORT

Strategic Planning Presentation

City Manager Napoli stated Michelle Kennedy, Project Manager for BerryDunn, is joining virtually to review the presentation. He mentioned it was a long process but included a lot of community input. He said a focus of a Strategic Plan is to provide a vision and then to provide high-level goals, objectives, and performance measures. Finally, an implementation plan will be developed to meet the goals and objectives.

Ms. Kennedy explained she will show the brief presentation and then there will be time for discussion and input following.

Ms. Kennedy reviewed the following highlights from the Strategic Plan:

- Strategic Planning Process
- Stakeholder Engagement
- Mission, Vision, Core Values,
- Strategic Priorities, Goals, Objectives, and Performance Measure
- Final Plan

Ms. Kennedy invited input, discussion, or questions from the Commission.

Commissioner Pulcini asked if the performance measure on the financial slide was over a five (5) year time period.

Ms. Kennedy responded that was the plan.

City Manager Napoli clarified it is a 10% increase in non-property tax revenue.

Ms. Kennedy noted they will make that change so it is more explicit.

Commissioner Pulcini asked about the Fund Balance policy.

City Manager Napoli answered it is two (2) months but perhaps it needs to be reassessed.

Commissioner Shrouder said he wants to see the results and data.

City Manager Napoli said data was shared at each community meeting.

Commissioner Shrouder noted he never adopted a Mission Statement and questioned some of the items.

Ms. Kennedy said they can provide the Commission with the Environmental Scan that they shared with the community.

Commissioner Shrouder asked what an Environmental Scan is.

Ms. Kennedy explained it is a strategic analysis of the community. The Environmental Scan includes both hard data and how residents experience the community.

Commissioner Shrouder suggested there should be a Commission Workshop with the consultant.

Commissioner Green disagreed with Commissioner Shrouder's suggestion since a considerable amount of time has already gone into soliciting community input and key stakeholder input.

Ms. Kennedy responded that the goal is to have a representative population from the community to understand the needs, concerns, and issues of the residents. She said it is not best practice to try to obtain a statistically valid survey.

Commissioner Pulcini asked how she knows that they have a representation of the community.

Ms. Kennedy answered that they talked to individuals in all the groups.

Commissioner Shrouder reiterated he thinks it is a good start but needs further development.

Discussion ensued about the amount of community and stakeholder input received.

Discussed ensued about Public Safety and traffic.

Ms. Kennedy noted the Commission should be proud at how far they have come with this Strategic Plan since it is a first for the City. She suggested developing a plan for how often the Strategic Plan will be evaluated.

The Commission agreed to host a workshop to fine tune the Strategic Plan.

Ms. Kennedy agreed the workshop would allow the Commission to have more ownership of the plan.

Mayor Ross invited Ms. Kennedy to facilitate the workshop and she accepted.

Budget Transfer Notifications

City Manager Napoli stated there are two budget transfer notifications. One is to pay for the redistricting study and redistricting maps. It would be moved from Contingency. The second one is to pay for the help in Finance and will be taken from Salaries.

Commissioner Pulcini asked if FAU was the best group to use for the redistricting study. He asked whether they really knew the City.

Commissioner Shrouder said it appears most of the residents were happy with the results.

City Manager Napoli reminded the Commission of the annual Light Up event on Friday, December 3 at 6:30 P.M. Also, he stated the menorah will be erected on December 1.

City Manager Napoli asked if they would like to cancel the December 28 meeting. Consensus was reached to cancel the meeting.

City Manager Napoli recognized Gina Maggio for the Active Adults luncheon.

City Manager Napoli asked the Commission to consider the withdrawal of his resignation.

City Attorney Horowitz responded, in his opinion, the City Manager cannot unilaterally withdraw his resignation, but the Commission can decide on that. He suggested it would take a mutual agreement between both parties for the resignation to be withdrawn.

Commissioner Shrouder would like to discuss but have proper notification since this item was not on the agenda.

Commissioner Pulcini asked City Attorney Horowitz if it is an item that should be placed on a future agenda.

City Attorney Horowitz responded if it is to discuss how to move forward with City Manager Napoli then he believes it is appropriate to place on a future agenda.

Discussion ensued about the resignation withdrawal, procedures, and the use of a facilitator.

Discussion ensued about the City Manager's role and trust.

Discussion ensued about laptops and clickers.

Consensus was reached to have each Commissioner member speak individually to City Manager Napoli and then to hire a facilitator for further discussion if needed.

CITY ATTORNEY REPORT

City Attorney Horowitz provided an update on his outreach to executive recruitment firms. To date, he has spoken to a few firms and has received one (1) proposal from Strategic Government Resources. He will forward the proposal to the Commission tomorrow. He was waiting on two additional proposals but has been waiting for over ten (10) days on those proposals and believes he may not receive them.

POLICE CHIEF'S REPORT

Captain De Giovanni shared that the Cooper City high school will see traffic impact next week due to the Church of God's parking lot repairs.

He encouraged everyone to lock their car doors and remove the key FOB, especially during the holiday season.

He noted there will be an increase in law enforcement presence at retail establishments through January 1. Also, there is a Traffic Safety Operation Plan in place to address the holiday traffic surge during the holidays.

He reminded residents about the Front Porch program and the Letter for Santa program.

Captain De Giovanni wished everyone a Happy Hannukah.

FIRE CHIEF'S REPORT

Chief Jim Bishop shared the CERT Team participated in live fire training at the airport. He noted all hydrants are completed. There is ongoing training for driver engineers. They completed the Santa signup for December 18 and 19 and they did not turn anyone away even though they went over capacity.

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

Commissioner Green wished residents a Happy Hannukah and noted the meeting was productive.

Commissioner Pulcini wished residents a Happy Hannukah and thanked the City staff.

Commissioner Meltzer had no comments.

Commissioner Shrouder wished residents a Happy Hannukah and agreed the meeting was good.

Mayor Ross wished residents a Happy Hannukah and thanked City Manager Napoli and the City staff.


ADDITIONAL PUBLIC COMMENTS (2 MINUTES)

No public comments.

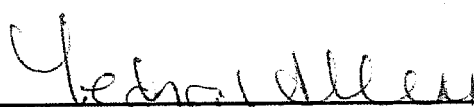
ADJOURNMENT

The meeting was adjourned at 11:54 P.M.

The minutes of the Regular City Commission Meeting of November 30, 2021 were approved during the Regular City Commission Meeting of January 11, 2022.



Greg Ross, Mayor



Tedra Allen, City Clerk