



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, December 13, 2023
Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS / PROCLAMATIONS	
5.1. Ambulance purchase - Vice Mayor Morrisette, Chief Kane	9 - 51
Agenda Item Report - AIR-23-177 - Pdf	
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
7. CONSENT AGENDA	
7.1. Approval of Minutes - Town Clerk Martell	52 - 76
09 27 2023 WORKSHOP COMMISSION MEETING	
10 25 2023 WORKSHOP COMMISSION MEETING	
11 08 2023 REGULAR COMMISSION MEETING	
11 27 2023 CANCELLED AGENDA WORKSHOP COMMISSION MEETING	
7.2. Cost for updated drawings from Calvin, Giordano & Associates for the Police buildout - IT Director Pakula	77 - 80
Approve the work.	
Agenda Item Report - AIR-23-181 - Pdf	
7.3. Approval for FLGISA Winter Convention - IT Director Pakula	81
Approve Item	
Agenda Item Report - AIR-23-165 - Pdf	
7.4. Upgrade Storage for Town Servers - IT Director Pakula	82 - 83
Approve Purchase	
Agenda Item Report - AIR-23-164 - Pdf	
7.5. ClearPoint Strategy software - IT Director Pakula	84 - 161

Approve Since the Contract is already signed..

[Agenda Item Report - AIR-23-171 - Pdf](#)

- 7.6. SonicWall renewal for WIFI - IT Director Pakula 162 - 165

Approve item.

[Agenda Item Report - AIR-23-179 - Pdf](#)

- 7.7. Town's Social Media Automation - IT Director Pakula 166 - 197

Approve Item

[Agenda Item Report - AIR-23-175 - Pdf](#)

- 7.8. Renewal of website and Mass notification system for emergencies and events - IT Director Pakula 198 - 202

Approve Item

[Agenda Item Report - AIR-23-182 - Pdf](#)

- 7.9. CSA Vehicle Revision - Chief Dabney-Donovan 203 - 208

Staff recommends a revision to the May 10, 2023 approval of two CSA Vehicles. Staff recommends taking two Ford Explorers already in our fleet and having them outfitted for CSA vehicles (attached are two quotes under \$10,000.00 Manager Threshold). Additionally, Staff is asking for the purchase of two additional vehicles in lieu of CSA vehicles, to be determined according to personnel, time and cost at a later date, not to exceed \$80,000.00

[Agenda Item Report - AIR-23-169 - Pdf](#)

- 7.10. Purchase of new shed for Public Services - Acting Manager/Public Services Director Ghany 209 - 224

We are recommending approval.

[Agenda Item Report - AIR-23-178 - Pdf](#)

[PS Shed quote](#)

[IMG 2076 shed](#)

[IMG 2077](#)

[IMG 2078](#)

[IMG 2079](#)

[IMG 2080](#)

[IMG 2081](#)

[IMG 2082](#)

- 7.11. Sanitary Sewer Emergency Repair - Acting Town Manager/Public Services Director Ghany 225 - 235

8. ORDINANCES 2ND READING

- 8.1. Travel Policy Ordinance - Acting Town Manager/Public Services Director Ghany, Interim Town Attorney Horowitz 236 - 245

ORDINANCE NO. 2023-014

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA
**AMENDING CHAPTER 2 ENTITLED “ADMINISTRATION,” BY
CREATING ARTICLE XII OF THE TOWN’S CODE OF ORDINANCES,
ENTITLED “TRAVEL REIMBURSEMENT POLICIES AND
PROCEDURES;”** PROVIDING FOR CODIFICATION; PROVIDING
FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE.

[2023-014 Travel Policy](#)

[2023-014 Business Impact Estimate](#)

- 8.2. Parks and Recreation Advisory Board - Acting Clerk Commissioner Musfika 246 - 251

ORDINANCE NO. 2023-015

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING CHAPTER 18 OF THE TOWN’S CODE OF
ORDINANCES, ENTITLED “PARKS AND RECREATION”;
SPECIFICALLY CREATING ARTICLE III; TO BE ENTITLED “PARKS
AND RECREATION ADVISORY BOARD;”** PROVIDING FOR THE
ESTABLISHMENT OF A PARKS AND RECREATION ADVISORY
BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR
MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR
DUTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING
FOR AN EFFECTIVE DATE.

[2023-015 Revised Parks and Rec Advisory Board](#)

[2023-015 Business Impact Estimate](#)

- 8.3. Youth Advisory Board - Mayor Mohammed 252 - 258

ORDINANCE NO. 2023-016

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING CHAPTER 2 OF THE TOWN’S CODE OF ORDINANCES,
ENTITLED “ADMINISTRATION”; SPECIFICALLY CREATING
ARTICLE XIII; TO BE ENTITLED “YOUTH AFFAIRS ADVISORY
BOARD;”** PROVIDING FOR THE ESTABLISHMENT OF A YOUTH
AFFAIRS ADVISORY BOARD; PROVIDING FOR COMPOSITION;
PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS;
PROVIDING FOR DUTIES AND RESPONSIBILITIES; PROVIDING
FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING
FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[2023-016 Youth Affairs Board](#)

[2023-016 Business Impact Estimate](#)

- 8.4. Zoning Amendment - Acting Town Manager/Public Services Director Ghany 259 - 275
Applicant: BH 2550 LLC/Rachel Streitfeld, Caldera Law
Address: 2550 SW 30th Avenue

ORDINANCE NO. 2023-017

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 28, ENTITLED “ZONING” BY SPECIFICALLY AMENDING SECTION 28-209, CREATING SUBSECTION (H) PROVIDING FOR CERTAIN TEMPORARY USES**; PROVIDING FOR EXPIRATION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[2023-017 REVISED MXD District - Caldera](#)

[2023-017 Business Impact Estimate](#)

[1 Avi memo](#)

[PLANNER REVISED 2550 SW 30 Ave Memo Revised 102323](#)

[10 25 2023 PZB 102023](#)

[02 - Owner Petition 2550 SW 30th Avenue](#)

[2550 SW 30 Ave 03 -Owner Petition Exhibit A](#)

[2550 SW 30 Ave 04 - Owner Petition Exhibit B](#)

[2550 SW 30 Ave 05 - Owner Petition Plot Plan](#)

[2550 SW 30 Avenue 06 - Applicant's Response](#)

9. RESOLUTIONS

- 9.1. Temporary Use - Interim Town Attorney 276 - 278

Resolution No. 2023-026

RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING BH 2550 LLC’S PETITION NO. 23-RZ-01, ATTACHED HERETO AS EXHIBIT “A”, UNDER SECTION 28-209(H) OF TOWN CODE AUTHORIZING CERTAIN TEMPORARY USES IN THE MXE MIXED USE ENTERTAINMENT DISTRICT FOR THE PROPERTY LOCATED AT 2550 SW 30TH AVENUE, FOLIO NO. 514228710010**; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

[2023-026 BH 2550 LLC](#)

- 9.2. FDOT Project Development and Environment Study for I-95 - Acting Town Manager/Public Services Director Ghany 279 - 300

RESOLUTION NO. 2023-027

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA **ENDORING AND SUPPORTING THE FLORIDA DEPARTMENT OF TRANSPORTATION PROJECT DEVELOPMENT AND ENVIRONMENT STUDY FOR THE I-95 CORRIDOR FROM SOUTH OF HALLANDALE BEACH BOULEVARD**

(SR858) TO NORTH OF HOLLYWOOD BOULEVARD (SR820), AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A," ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

[FDOT email for resolution 2023 027](#)

[2023-027 I-95](#)

[FDOT Presentation 10-23-23 \(003\)](#)

[2021-045 I95 Study](#)

10. ORDINANCES 1ST READING

- 10.1. Food Truck Vendor Ordinance - Mayor Mohammed 301 - 306

ORDINANCE NO. 2023-018

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES BY AMENDING CHAPTER 15 ENTITLED "LICENSES AND BUSINESS REGULATIONS;" CREATING ARTICLE IV, TO BE ENTITLED "MOBILE FOOD DISPENSING VEHICLES;" PROVIDING FOR THE REGULATION OF MOBILE FOOD VENDORS AS PERMITTED BY SECTION 509.102, FLORIDA STATUTES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

[2023-018 Food Truck REVISED](#)

- 10.2. Small Disadvantage Business Enterprises - Mayor Mohammed 307 - 316

ORDINANCE NO. 2023-019

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 2 ENTITLED "ADMINISTRATION," ARTICLE V "PROCUREMENT," BY CREATING SECTION 2-138 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "LOCAL BUSINESS PREFERENCE"; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[2023-019 Local Business Preference](#)

[TA Broward Small Disadvantaged Business](#)

11. NEW BUSINESS

- 11.1. Illuno Donation for AEDs - Chief Dabney-Donovan 317 - 318

Staff recommends the receipt of the charitable donation for AEDs (Automated External Defibrillators) to outfit police vehicles.

[Agenda Item Report - AIR-23-183 - Pdf](#)

- 11.2. Communications Agreement - Interim Town Attorney 319 - 336

[Amendment to Communications Agreement](#)

[Communications Contract email 1](#)

[#1 Competitive Quote](#)
[#2 Competitive Quote](#)
[#3 Quote for Communications Services - November 2023](#)
[Communications Services Contract ORIGINAL](#)

- 11.3. Shutts and Bowen Investigation Attorney Fees - Acting Town Manager/Public Services Director Ghany 337 - 345

Approve current invoices.

[Agenda Item Report - AIR-23-186 - Pdf](#)

- 11.4. One-Stop Film Permitting Interlocal Agreement - Acting Town Manager/Public Services Director Ghany 346 - 357

Recommend to approve the agreement.

[Agenda Item Report - AIR-23-184 - Pdf](#)

- 11.5. Updating Fire Alarm System in Town Hall - Acting Town Manager/Public Services Director Ghany 358 - 367

Approve the request to update the Fire Alarm System in Town Hall.

[Agenda Item Report - AIR-23-187 - Pdf](#)

- 11.6. 92 Winter Meeting - US Conference of Mayors in Washington, DC from January 17 to 19, 2024 - Mayor Mohammed
100 Years National League of City - City Summit in Tampa Bay, November 14 thru 16, 2024

12. OLD BUSINESS

- 12.1. Koinonia Trafficways Waiver - Planning Consultant Vonder Meulen 368 - 387

[Koinonia 00 - AGENDA MEMO](#)

[Koinonia 01 - TC Koinonia Staff Report](#)

[Koinonia 02 - KWC Trafficways Plan Waiver](#)

[Koinonia 03 - Dedication and Waiver Exhibit](#)

[Koinonia 04 - Trafficways Map](#)

[05 - Draft Koinonia REVISED letter](#)

[Koinonia 06 - Previous Dedication Easement Exhibit](#)

[Koinonia 07 - Current Dedication Easement Exhibit](#)

13. DISCUSSION

- 13.1. Life Rings around water areas in the Town - Mayor Mohammed

- 13.2. Letter to Grants - Mayor Mohammed 388

[Dee JAG rescission letter fully executed](#)

- 13.3. Noise Ordinance Enforcement - Mayor Mohammed 389 - 436

Review the current ordinance and update enforcement by Code and

Police.

[Agenda Item Report - AIR-23-185 - Pdf](#)

- 13.4. Implementation of Enhanced Security Measures at Town Hall - Commissioner Jacobs 437 - 438

Implementation of Enhanced Security Measures at Town Hall

[Agenda Item Report - AIR-23-173 - Pdf](#)

- 13.5. Staff Meetings - Update - Commissioner Jacobs 439 - 440

Internal Policy Changes - Discussion Item

[Agenda Item Report - AIR-23-172 - Pdf](#)

[Dr Robert Levy](#)

14. ATTORNEY REPORTS

15. TOWN MANAGER REPORTS

16. COMMISSION REPORTS

Commissioner Jacobs

Acting Clerk Commissioner Kashem

Clerk Commissioner Hodgkins

Vice Mayor Morrisette

Mayor Mohammed

17. ANNOUNCEMENTS

- 17.1. Shop with a Cop, Saturday, December 16th from 8:00 AM to 1:00 PM
Special Magistrate Hearing, Wednesday, December 20th 2023 at 9:00 AM

Toy Giveaway, Thursday, December 21st from 5:00 PM to 8:00 PM

Workshop Commission meeting, Wednesday, January 3rd at 6:00 PM

Regular Commission meeting, Wednesday, January 10th at 7:00 PM

Special Magistrate Hearing, Wednesday, January 17th at 9:00 AM

Workshop Commission meeting, Wednesday, January 24th at 6:00 PM

18. ADJOURNMENT

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, HE OR SHE 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.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERKS OFFICE AT 954-966-4600 AT LEAST TWO CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED PLEASE CONTACT THE FLORIDA RELAY SERVICES BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD)

DECORUM - ALL COMMENTS MUST BE ADDRESSED TO THE COMMISSION AS A BODY AND NOT TO INDIVIDUALS. ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS, OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COMMISSION, SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE COMMISSION BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE COMMISSION IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE

Regular Commission Meeting

December 13, 2023

PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

Marlen D. Martell
Town Clerk

AGENDA ITEM REPORT



To: Commission
Subject: Ambulance truck purchase
Meeting:
Department: Administrative
Staff Contact: Erik Morrisette, Vice Mayor

BACKGROUND INFORMATION:

The Fire Department has expressed the need for an ambulance truck. It takes over a year to obtain a new truck. Therefore, this is a discussion to begin the purchasing process.

RECOMMENDATION:

It is recommended to start the purchasing process.

ATTACHMENTS:

[Fire truck BSO Osage Rescue Proposal 11-8-23](#)
[Ambulance FL SHERRIFS statewide purchasing products](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Nov 22 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Dec 05 2023
Christian Noel, Accounts Payable	Approved - Dec 06 2023
Marlen Martell, Town Clerk	Approved - Dec 06 2023



Equipment Proposal

Proposal #11082023

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: November 8, 2023 ("Proposal Date") **Customer:** Broward Sheriff's Office Fire Rescue ("Customer")

Customer Address: 2601 West Broward Blvd., Ft. Lauderdale, FL 33312

Qty	Product Description & Options	Price
1	One 2026 Osage Super Warrior Type 1 Medium Duty Ambulance built on a Freightliner M2 Chassis per the attached specifications. Pricing Per BSO Contract RLI #180071C **Specifications and Drawings Attached**	\$550,770.00
**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.		Total: \$550,770.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **30-36** (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Actual completion will vary depending on actual chassis delivery to Osage.

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Broward Sheriff's Office Fire Rescue

Ten-8 Fire & Safety, LLC

By: _____

By: *Michael Day*

Title: _____

Title: **Authorized Sales Representative**

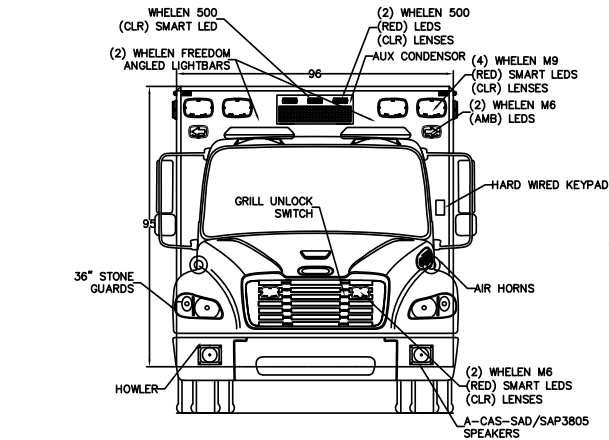
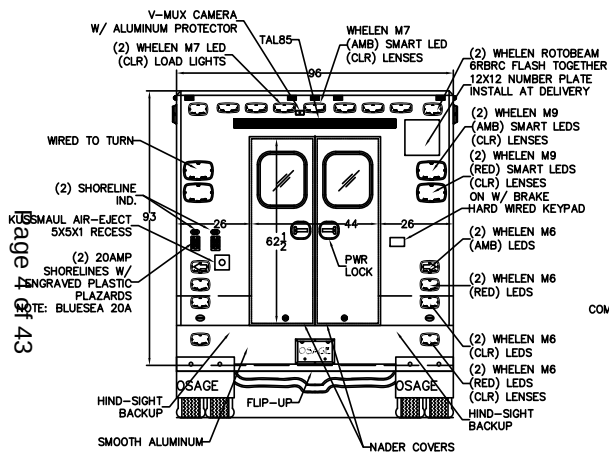
Print: _____

Print: **Michael Day**

Date: _____

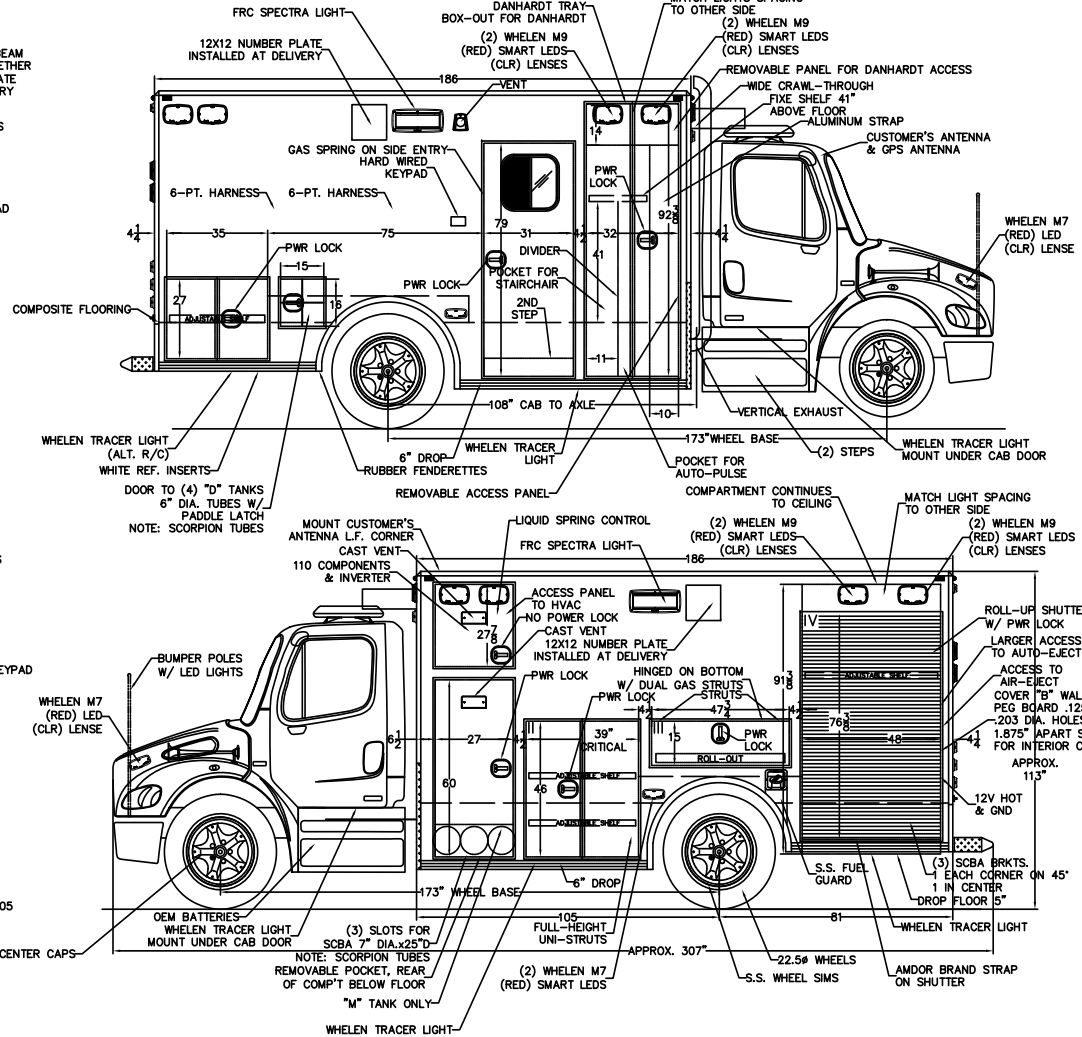
Date: **November 8, 2023**

EXHIBIT A
PROPOSAL OPTION LIST



NOTES: THIS DRAWING IS NOT TO SCALE. CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

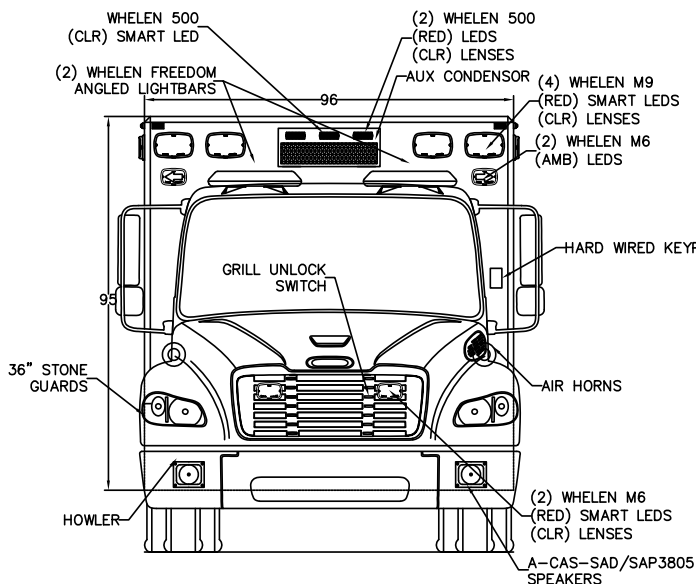
- NOTES:
1. COMPARTMENT DIMENSIONS REFLECT OPENING CLEARANCE.
 2. APPROXIMATE COMPARTMENT DEPTH=21"DEEP.
 3. MODULE DIMENSIONS=186"L x 96"W x 95"H.
 4. INTERIOR MODULE HEAD ROOM=74"H.
 5. FREIGHTLINER M2 175" WHEEL BASE CHASSIS.
 6. ALL 9x7 LIGHTS TO BE WHELEN M9 SERIES LIGHTS, CHROME FLANGES.
 7. DOUBLE STAINLESS THRESHOLDS.
 8. 3M SOUND DEADENING.
 9. SMOOTH ALUMINUM DOOR PANELS.
 10. AMBER WHELEN OS LIGHTS ON INTERIOR OF REAR-FACING DOORS.
 11. DRY-DECK, ALL COMPARTMENTS.
 12. TECHNIQUE LED STRIP-LIGHTS IN ALL COMPARTMENTS.
 13. COT MOUNT TO BE CENTERED 16" OFF OF LEFT WALL.



Stock/Job#:	J3264	Drawing#	J3264-100	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc.			
End Customer:	BROWARD COUNTY				
		TWIN RIDGE ROAD	P.O. BOX 718	LINN, MO. 65051	
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
				Scale:	NOT TO SCALE
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description: EXTERIOR LAYOUT, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			Revision#
					1

3				
2				
1	PRODUCTION DRAFT	11-24-21	SAH	.
Rev.#	Revision Description	Date	Rev'd	App'vd

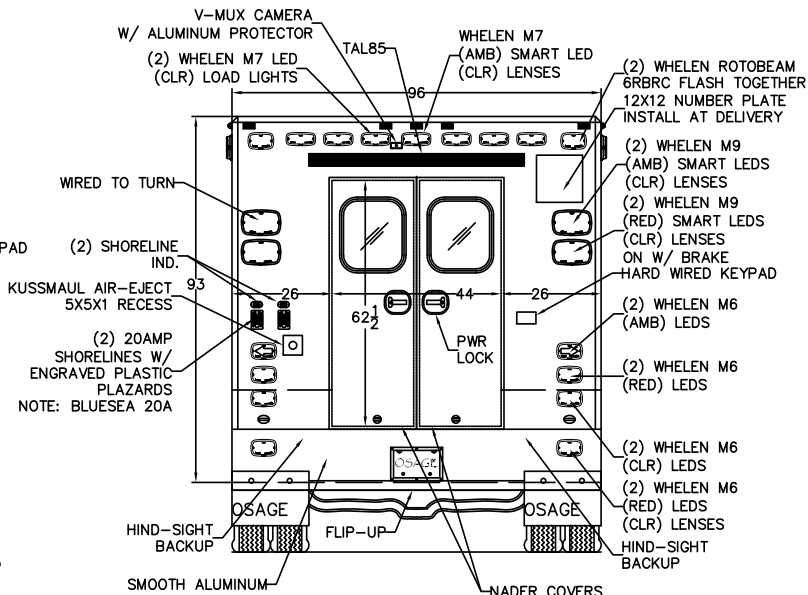
Page 5 of 43



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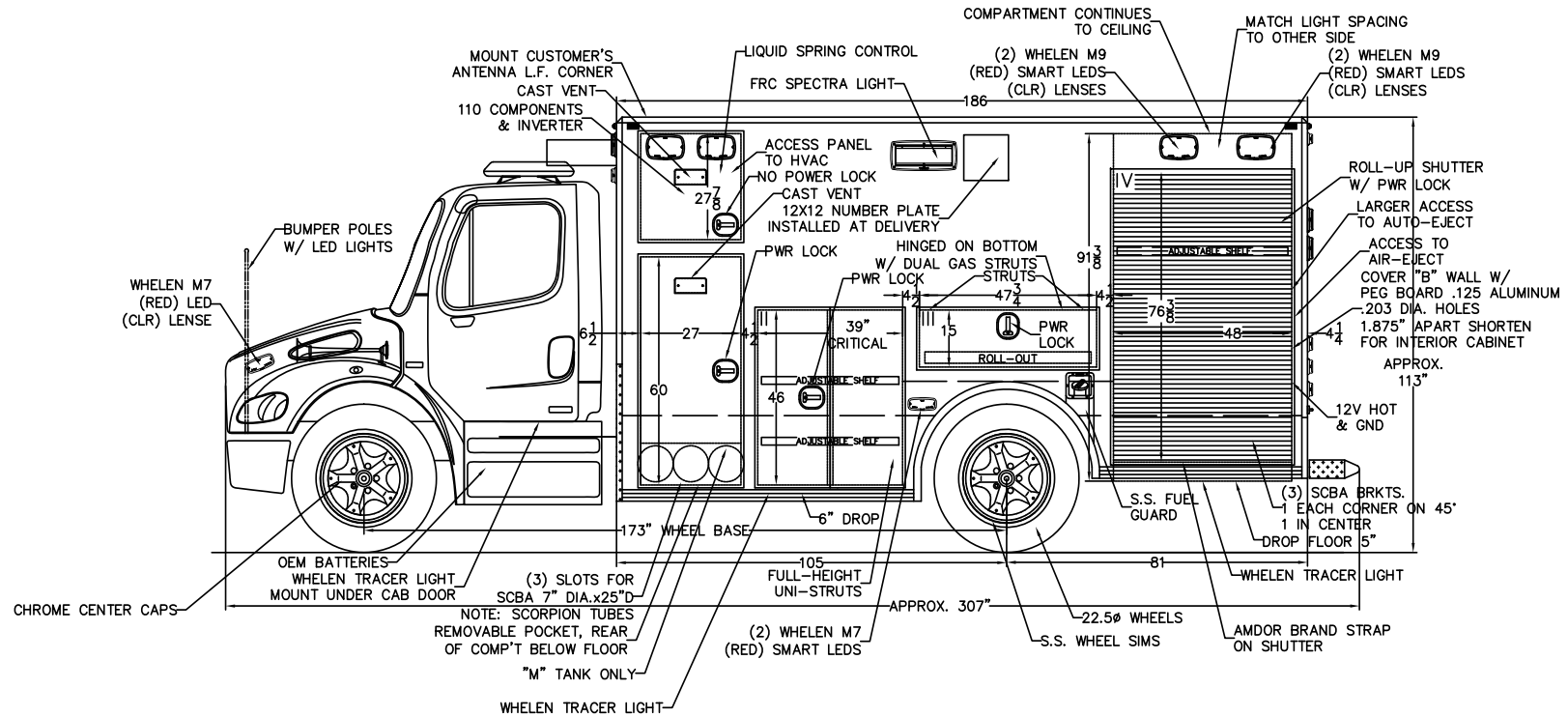
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Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
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		EXTERIOR LAYOUT, FRONT/REAR TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

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Rev.#	Revision Description	Date	Rev'd	App'vd

Page 6 of 43



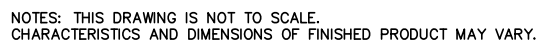
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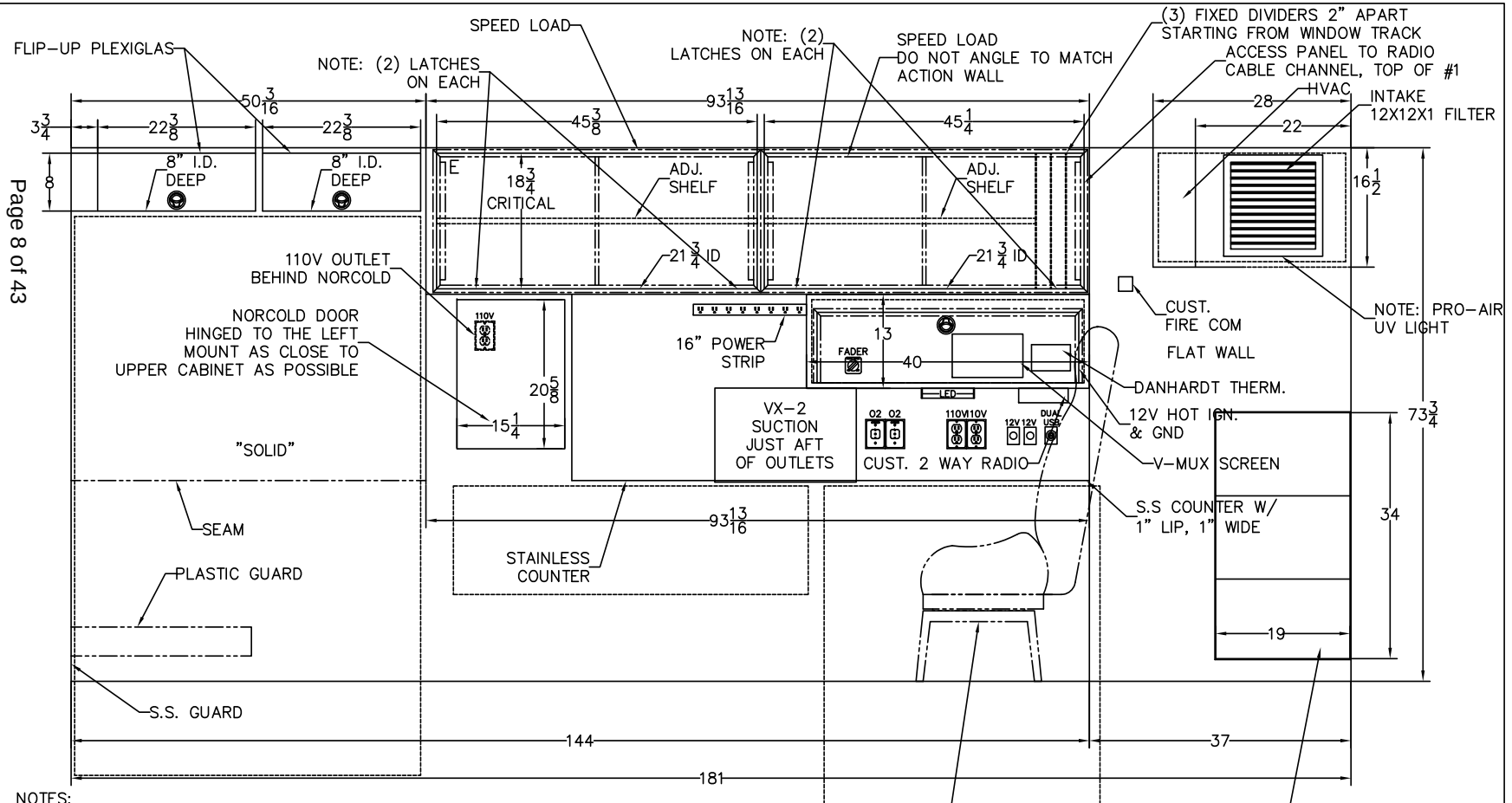
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Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		EXTERIOR LAYOUT, STREETSIDE TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

3				
2				
1	PRODUCTION DRAFT	11-24-21	SAH	.
Rev.#	Revision Description	Date	Rev'd	App'vd



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Osage Dealer:							
End Customer:	TEN-8 FIRE						
	BROWARD COUNTY	TWIN RIDGE ROAD		P.O. BOX 718		LINN, MO. 65051	
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		EXTERIOR LAYOUT, CURBSIDE TYPE-I FREIGHTLINER (SUPER-WARRIOR)					1



NOTES:

- 1.) 186" BODY, 74" HEADROOM.
- 2.) ALUMINUM CABINETS, ZOLATONE 20-62 MARBLESTONE.
- 3.) RUBBER MATS IN ALL CABINETS & SHELVES.
- 4.) S.S. SOUTHCOS.

NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

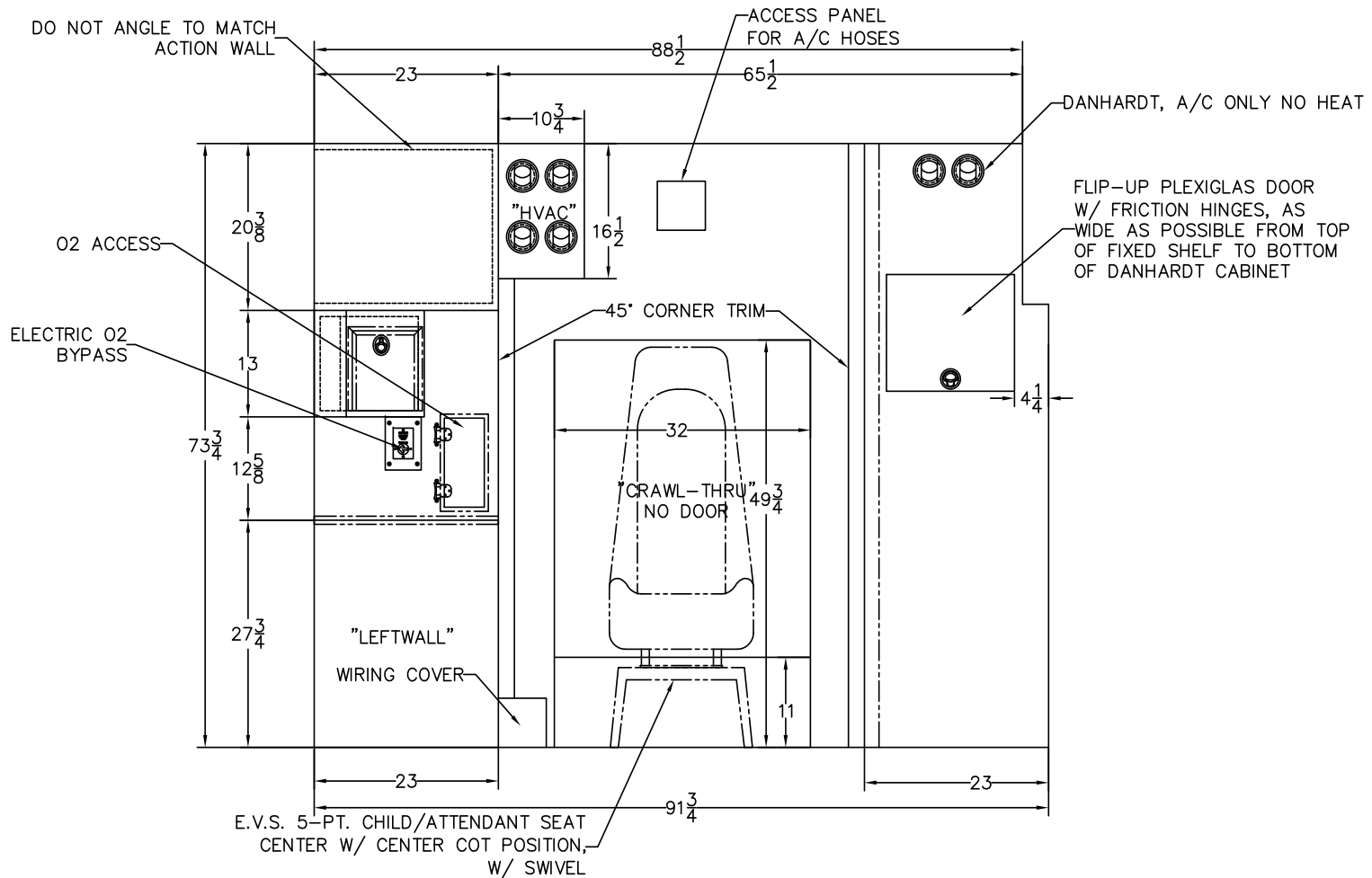
E.V.S. 5-PT. CHILD/ATTENDANT SEAT
W/ SWIVEL, (MOUNT AT DELIVERY)

ALUMINUM VEST HOLDER
(MOUNT AT DELIVERY)
ALL THE WAY FORWARD

3				
2				
1	PRODUCTION DRAFT	11-24-21	SAH	.
Rev.#	Revision Description	Date	Rev'd	App'd

Stock/Job#:	J3264	Drawing#	J3264-101	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		STREETSIDE INTERIOR, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

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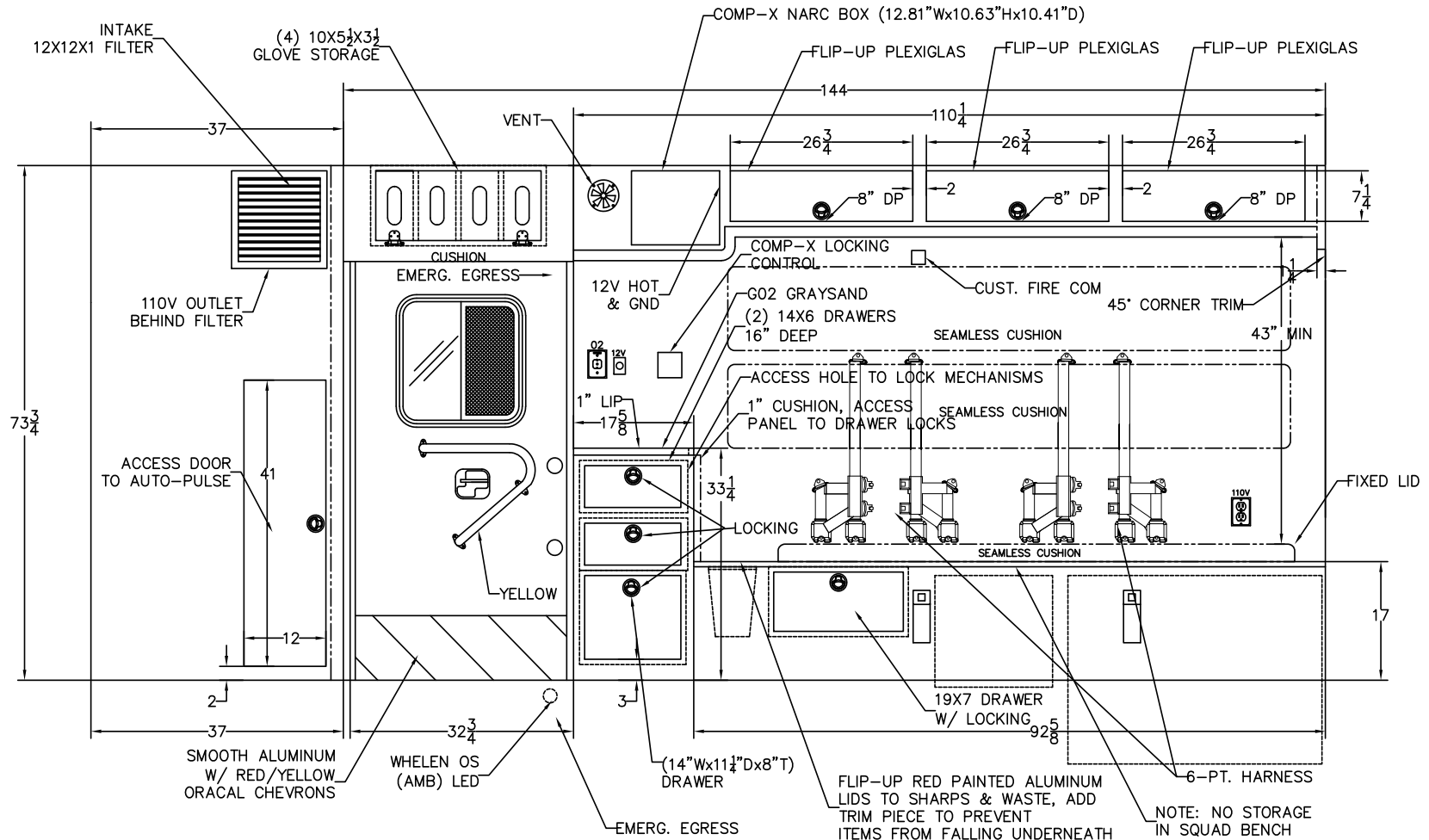
NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM
INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM.
ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION
SHOWN UNLESS OTHERWISE SPECIFIED.

Stock/Job#	J3264	Drawing#	J3264-102	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		FORWARD INTERIOR, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

3				
2				
1	PRODUCTION DRAFT	11-24-21	SAH	.
Rev.#	Revision Description	Date	Rev'd	App'vd

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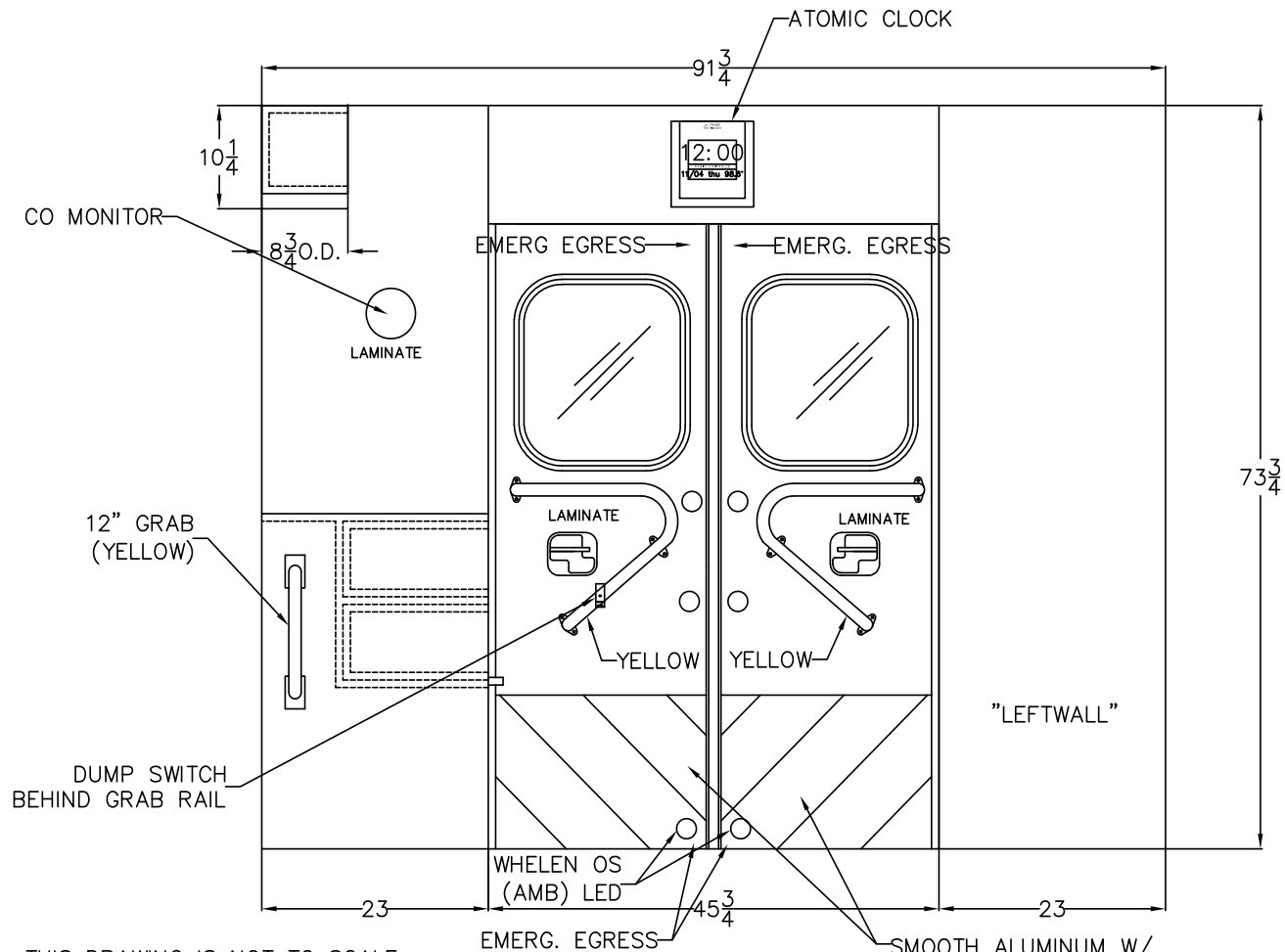


NOTES: THIS DRAWING IS NOT TO SCALE. CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM. ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION SHOWN UNLESS OTHERWISE SPECIFIED.

3				
2				
1	PRODUCTION DRAFT	11-24-21	SAH	.
Rev.#	Revision Description	Date	Rev'd	App'vd

Stock/Job#:	J3264	Drawing#	J3264-103	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		CURBSIDE INTERIOR, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1



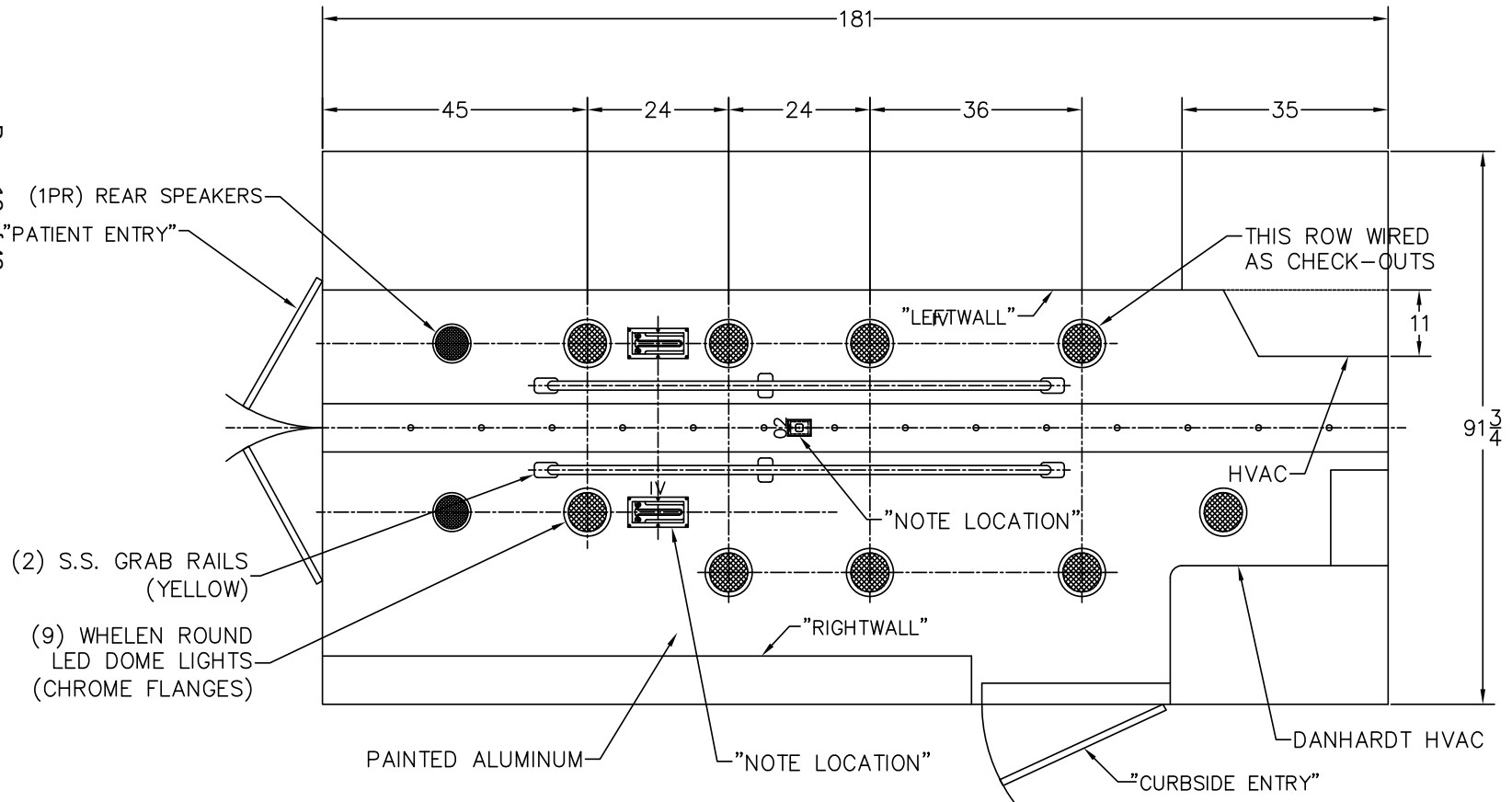
NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED PRODUCT MAY VARY.

NOTES: CABINET DEPTHS REPRESENT DIMENSION FROM
INSIDE REAR TO FRONT FACE OF CABINETS, WITHOUT TRIM.
ACTUAL WORKING DEPTH WILL BE LESS THAN DIMENSION
SHOWN UNLESS OTHERWISE SPECIFIED.

Stock/Job#:	J3264	Drawing#	J3264-104	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		REARWARD INTERIOR, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

3				
2				
1	PRODUCTION DRAFT	11-24-21	SAH	.
Rev.#	Revision Description	Date	Rev'd	App'vd

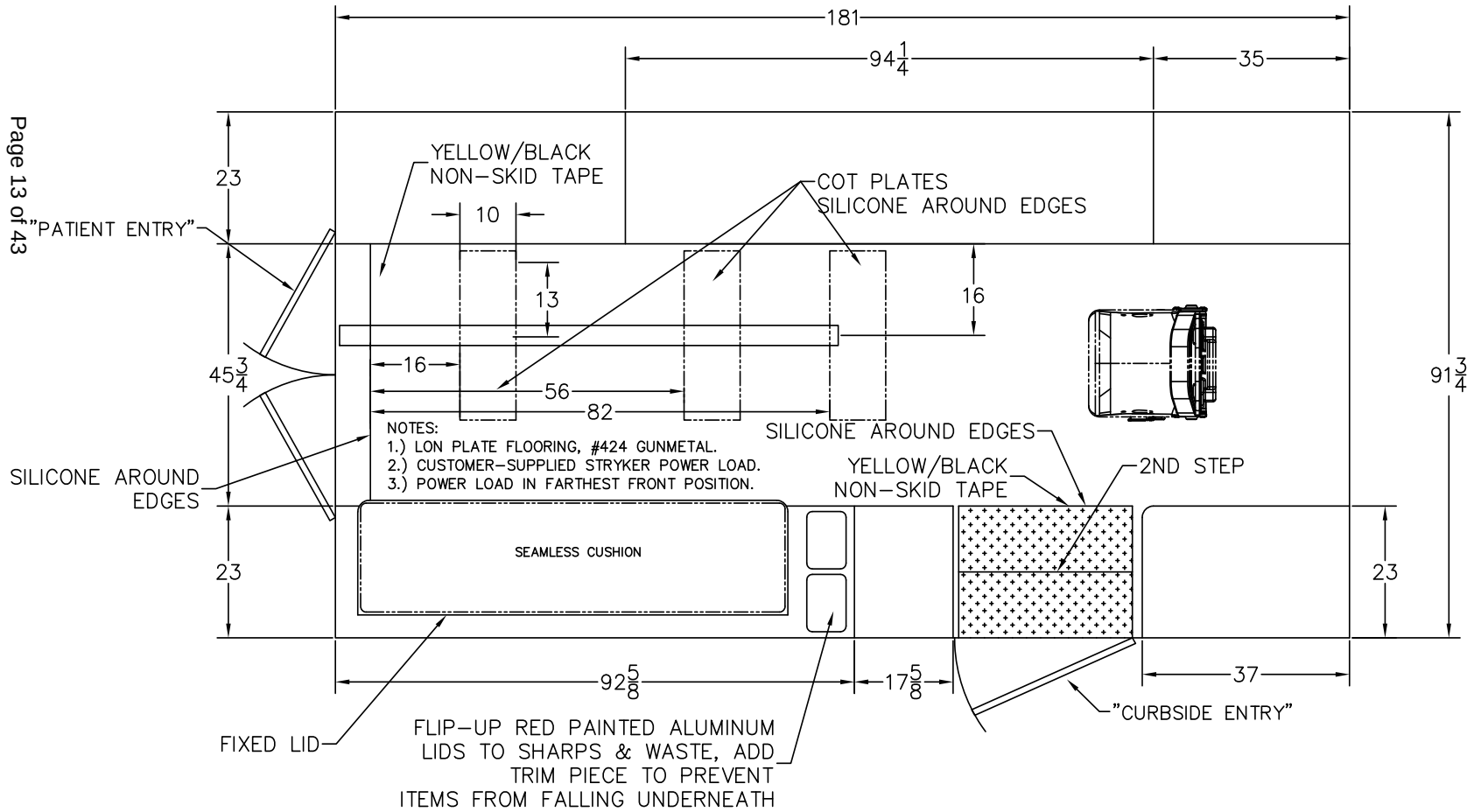
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NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED
PRODUCT MAY VARY.

Stock/Job#:	J3264	Drawing#	J3264-105	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		CEILING LAYOUT, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

Rev.#	Revision Description	Date	Rev'd	App'vd
3				
2				
1	PRODUCTION DRAFT	11-24-21	SAH	.



NOTES: THIS DRAWING IS NOT TO SCALE.
CHARACTERISTICS AND DIMENSIONS OF FINISHED
PRODUCT MAY VARY.

Stock/Job#:	J3264	Drawing#	J3264-106	Cust. App'v/Date#	Deal'r App'v/Date:
Osage Dealer:	TEN-8 FIRE	Osage Industries, Inc. TWIN RIDGE ROAD P.O. BOX 718 LINN, MO. 65051			
End Customer:	BROWARD COUNTY				
NOTICE		Drawn By:	S.A.H.	Date:	11-24-21
This drawing and/or the information hereon is the exclusive property of Osage Industries and shall not be reproduced, used or disclosed without the authorized written consent of Osage Industries.		Drawing Description:			Revision#
		FLOOR LAYOUT, TYPE-I FREIGHTLINER (SUPER-WARRIOR)			1

Rev.#	Revision Description	Date	Rev'd	App'vd
3				
2	REVISION DRAFT	12-16-21	SAH	
1	PRODUCTION DRAFT	11-24-21	SAH	

Dealer Name: **Ten-8 Fire & Safety**
 Salesperson: **Michael Day**
 Customer Name: **Broward Sheriff's Office Fire Rescue**
 & Address
 \
 Shipping Address: **Broward Sheriff's Office Fire Rescue**
 \
 \
 Contact Name: **Victor Goizueta - Fire Rescue Fleet Coordinator**
 Email: victor_goizueta@sheriff.org
 Phone: **Office: 954-359-1602 Mobile: 954-864-9431**
 Chassis Type: **Freightliner M2 Standard Cab**

		Freightliner / International TYPE I - 2024 CONVERSION ONLY	List Price	10% Discount
1		2024 Freightliner M2 Chassis Only, see attached specifications	\$134,977.70	\$122,707.00
1		2168/Freightliner / International Med-Duty	\$210,905.20	\$191,732.00
Qty		Warning & Intersection Lights, Wig-Wag		
16	W-03	Chrome Flanges for M9	\$444.44	\$400.00
11	W-04	Chrome Flanges for M6 or M7	\$244.44	\$220.00
		Custom Lightbars		
2		"Whelen Mini-Freedom, (2), Angle Mounted on Cab Roof. All Clear Lenses. (1) Angle mounted on street side cab roof, as outboard as possible, as far forward as possible (1) Angle mounted on curb side cab roof, as outboard as possible, as far forward as possible. SWITCHED: FRONT LB White lights only Disabled in park / neutral "	\$6,927.78	\$6,235.00
20		Whelen Tracer Lighting System (12" Sections) 75" between front of module and rear wheels and rear of each module side. Function to include alternate red/white activation with emergency warning priority, and all white activation with any compartment door and curbside door opening.	\$12,000.00	\$10,800.00
		Directional Sticks		
1	W-09	Whelen TAL 85 LED 8 Light Traffic Advisor	\$1,361.11	\$1,225.00
		Whelen Smart Linear LED's		
2	W-33	Additional 500 LED, R, B or A (Outboard on Aux. Condenser Module Front)	\$355.56	\$320.00
1	W-35	Additional 500 LED, All or 1/2 Clr (Center on Aux. Condenser Module Front)	\$266.67	\$240.00
10	W-36	Upgrade 900 to M9 LED, R (3 Front, 2 Rear, 8 Module Sides) (Amber - Rear module @ window level)	\$900.00	\$810.00
2	W-38	Additional M9, Red, B, A, R/B, R/A	\$688.89	\$620.00
2	W-40	Upgrade ION-T to M6 Red,(Front Grille of Cab)	\$155.56	\$140.00
2	W-43	Additional M6 LED, R, B or A (2 @ rear module kick plate)	\$500.00	\$450.00
2	W-46	Upgrade ION-T to M7 R, B or A (Red, cab intersection)	\$222.22	\$200.00
5	W-49	Additional M7 LED, R, B or A (red, rear module above TAL85) (Amber - Center Rear Module)	\$1,416.67	\$1,275.00
8	W-55	Whelen OS Light (Amber Whelen OS flashing lights on interior of rear facing doors)	\$622.22	\$560.00
8	W-56	Add Any Light to Interior of Door (Add to Light Price)	\$538.89	\$485.00
		Scene Lights		
4	W-59	M9 LED Scene, Upgrade	\$644.44	\$580.00
2	W-61	M7 LED Scene, Upgrade	\$211.11	\$190.00
2	W-64	Spot & Flood w/Flange, Add FRC Spectra Max SPA260-Q20-B	\$3,094.44	\$2,785.00
1	W-67	Upgrade Brake/Tail to M6 (Pair)	\$94.44	\$85.00
1	W-68	Upgrade Turn to M6 (Pair)	\$105.56	\$95.00
1	W-69	Upgrade Reverse to M6 (Pair)	\$133.33	\$120.00
		Siren & Speakers		
1	W-80	Whelen Howler (Only Available w/ Whelen Siren)	\$1,938.89	\$1,745.00
		Exterior Lighting		
1	W-84	M6 Turn Lights w/Chrome Flanges on Front of Mod (per pair)	\$638.89	\$575.00
		Additional Emergency & Exterior Lighting & Siren Options & Special Instructions		
1		****Whelen Howler installed, IATS, behind front bumper. *Activation/Cancellation 3-position momentary rocker switch installed on center console beside std. siren control in reach of driver. *Label: Activate-Howler-Cancel Customer wants to use OEM airhorn switch on steering wheel to activate howler. Airhorns will be wired to driver side footswitch and push button in console. Set Howler duration on maximum.***	\$288.89	\$260.00
2		Rear module outboard M9's Changed to Whelen Rota Beam 6RBRC. Synced to each other.	\$1,455.56	\$1,310.00
1		DELETE standard siren. ADD Whelen WS295SLSC1	\$383.33	\$345.00
2		Amber M9's at rear windows wired as flashing lights with turn signal override	\$200.00	\$180.00
		Inverters, Chargers, Batteries, Shorelines & Outlets		
1	E-02	Vanner Inverter / Conditioner w/ Remote Switch, Model LSC12-1100	\$1,883.33	\$1,695.00
2	E-09	NOTE: Bluesea Auto Eject Shoreline Plug, 20 Amp (Module Rear) Red above left tail light. Blue for 110 vac system above left tail light. NOTE: Larger Auto Eject Access	\$955.56	\$860.00
2	E-11	Shoreline Indicator at Shoreline	\$500.00	\$450.00
		Outlets & Interior Lighting		

3	E-12 110 V Outlet, Additional per Outlet (rear wall at foot of S/B, in action wall, in Danhard cabinet)	\$433.33	\$390.00
2	12V DC Outlet, Cigar Style, Additional per Outlet		\$120.00
	E-13 outlets in action wall, (1) in right wall	\$133.33	
3	Dual USB Outlet (1) Located on the passenger side of the center console. (1) Front console facing dash, right side low, (1) in action area.	\$350.00	\$315.00
1	E-22 Power Door Lock Control Head	\$666.67	\$600.00
8	E-23 Power Door Lock Per Door	\$1,422.22	\$1,280.00
9	E-25 Whelen Round LED Domelights w/Chrome Flange (Upgrade per Lt)	\$150.00	\$135.00
1	E-28 Additional Dome Lights (Above curbside entry door stepwell)	\$194.44	\$175.00
	Switches & Secure Idle		
1	E-34 Hidden Switch in Grill for Door Locks (tie cab and module locks together)	\$194.44	\$175.00
	Pre-wires, Radios, Intercom, & Clocks		
4	E-38 Antenna Pre-Wire, (additional per Pre-Wire)	\$222.22	\$200.00
	Install Customer Radio Cable (each)		
2	E-40 Note: Specify Brand of Radio Cable: _____	\$333.33	\$300.00
3	E-41 Install Customer Antenna (each)	\$500.00	\$450.00
2	E-42 Install Customer Radio Head (each)	\$555.56	\$500.00
1	E-43 Two Radio Speakers in Patient Compartment	\$194.44	\$175.00
1	E-44 Volume Control for Rear Speakers Mounted in Action Area	\$166.67	\$150.00
1	E-46 Carbon Monoxide Monitor	\$194.44	\$175.00
	V-Mux Options		
1	E-47 Warning Lights in Secondary w/Park Brake or Park ("Park" n.a. on some chassis')		nc
1	E-48 Park Brake Override Switch		nc
1	E-49 Full Set of Diagnostic Screens (w/Vista IV Upgrade Only)		nc
1	E-50 Truck Information Screen (w/Vista IV Upgrade Only)		nc
1	E-51 Up to 10 Intensities on Dome Lights (Off-Hi-Lo is Standard)		nc
1	E-52 Up to 10 Speeds on Exhaust Fans (Off-On is Standard)		nc
1	E-53 Up to 10 Speeds on HVAC Fan		nc
1	E-54 Custom Flash Patterns (Specify on Page 9)		nc
1	E-55 Rear Flashers on in Reverse (Specify on Page 9)		nc
1	E-56 Side Scene on in Reverse		nc
1	E-57 Brake Override		nc
1	E-58 Custom Load Sequencing (On or Off) (Specify on Page 9)		nc
1	E-59 Custom Load Shedding (Specify on Page 9)		nc
1	E-60 Upgrade Switches to Vista IV Screens	\$4,277.78	\$3,850.00
1	E-63 Reverse Camera Tied into V-MVX Screen (w/Vista IV Upgrade Only)	\$611.11	\$550.00
1	E-64 O2 Sensor for V-MVX System (Requires Ordering M-16) (w/Vista IV Upgrade Only)	\$455.56	\$410.00
1	E-65 Exterior Temperature Readout (w/Vista IV Upgrade Only)	\$194.44	\$175.00
1	E-66 Ammeter Readout (w/Vista IV Upgrade Only)	\$544.44	\$490.00
	HVAC Systems		
1	E-68 Danhardt 110V Cool Unit WITH PLENUM AND DUCTS (AC only, NO Heat)	\$5,905.56	\$5,315.00
1	E-70 Norcold 1.7 cubic feet Refrigerator	\$1,350.00	\$1,215.00
1	E-75 Auxiliary Condenser	\$1,438.89	\$1,295.00
1	E-76 Upcharge to Install Condensor on Front of Module	\$666.67	\$600.00
	Mirrors, Hind-Sight, Backup Camera, & Spotlights		
1	E-81 Brigade Sonar Backup Assist	\$944.44	\$850.00
	Additional Electrical Options & Special Instruction		
1	Atomic Clock on rear wall	\$61.11	\$55.00
1	Firecom and arrowstick controls moved overhead	\$388.89	\$350.00
1	Rear module and rear-most side warning lights to activate when unit placed in reverse.	\$100.00	\$90.00
1	High idle on with warning lights and emergency brake	\$138.89	\$125.00
1	Center rear amber light to flash with warning lights and when unit is in park.	\$50.00	\$45.00
1	Secret switch to interlock with shifter	\$666.67	\$600.00
	"All rear amber lights: Center rear amber is on warning light switch.		
1	Amber lights to come on when ignition on and unit in neutral/park brake set. Disable when placed in gear."	\$50.00	\$45.00
1	Move Liquid Spring control to top #1 compartment	\$111.11	\$100.00
	Auto Secondary, Neutral Safety, Custom		
1	To automatically shut off the following lights when vehicle transmission is placed in park: center white light, and white lights in lightbars on cab roof.		
	Circuit still gets the warning light switch & secondary override. The secondary override switch is for the center white light. White lights in lightbars will stay off until vehicle is placed back into gear.	\$100.00	\$90.00
1	Automatic Secondary, Neutral, W/ Switch		
1	Auto secondary to shut off center white light, (4) grille lights, and (2) front intersection lights, when vehicle is placed in neutral.	\$200.00	\$180.00
1	Liquid Spring to function when battery switch is on but ignition is off	\$100.00	\$90.00
1	Rear A/C to come on full cool and high fan when truck is started	\$100.00	\$90.00
1	Two additional key fobs	\$388.89	\$350.00
1	Outlet, 110 VAC, 16" Power Strip in action area per drawings.	\$233.33	\$210.00
1	Master Switch Hot in center console for spotlight	\$83.33	\$75.00
1	Power Source, 12 VDC, 20 Amp ignition hot behind driver seat		

	"Power Source,12 VDC,30 Amp (+-)		
	(1) Ignition Hot, to terminate in center console, at buss bars, (hot and ground).		
3	(1) Constant Hot, to terminate behind Str/s A/A, w/6 foot tails (hot and ground).		
	(1) Ignition Hot, to terminate behind Str/s A/A, w/6 foot tails (hot and ground)."		
1	"Power Source,12 VDC,30 Amp (+-)		
	Constant Hot, to terminate in center console, at buss bars,(hot and ground)."	\$66.67	\$60.00
2	Buss Bars, 5 Position, (2 Each) inside cab console, for 30amp power source	\$288.89	\$260.00
1	NOTE: Spotlight wire to come from behind passenger seat	\$100.00	\$90.00
1	Set of LED Bumper Pole Markers. Bore, Lighted	\$472.22	\$425.00
3	HARD WIRED Key Pad for Power Lock System	\$2,833.33	\$2,550.00
	E-39: Install customers antennas:		
1	(1) Front cab roof to passenger seat.		
	(1) From left front corner of mod roof to passenger seat.		
	(1) GPS antenna from cab roof to front console.		
	E-38: Run customer radio cables:		
1	(1) Service panel to passenger seat.		
	(1) Front console to passenger seat.		
	E-40: Mount customer radio heads:		
1	(1) in action area		
	(1) trunk mount behind passenger seat.		
1	Install customer supplied Firecom System per drawings	\$877.78	\$790.00
1	Install Pro Air UV light in duct work	\$400.00	\$360.00
1	Aluminum Brush Guard for reverse camera	\$166.67	\$150.00
1	NOTE: 2 Minute Timer		
1	NOTE: Engraved Placards I.L.O. Stickers	\$388.89	\$350.00
1	Kussmaul 091-28 Air Eject on Rear of Module	\$438.89	\$395.00
	I.V. & Suction		
2	M-01 Perko I.V. Clip with Velcro Strap	\$66.67	\$60.00
1	M-04 Sscor VX-2 Portable / Permanent Suction I.L.O. Standard	\$900.00	\$810.00
	Cot Mounts		
1	M-12 Install Dealer-supplied Power Load	\$1,333.33	\$1,200.00
	Oxygen		
1	M-17 Additional O2 Outlet Over Squad Bench	\$205.56	\$185.00
1	M-18 O2 Regulator for "M" Tank	\$127.78	\$115.00
1	M-21 Electric O2 Solenoid w/Switch	\$466.67	\$420.00
	Additional Medical Options & Special Instructions		
1	NOTE: COT Mount to be 16" from Center to left wall.		
	- Mount forward from normal postion. See Drawings.		
1	NOTE: Install Stryker Decals per previous truck location.		
	Laminate & Vinyl		
1	I-02 Custom Vinyl Color	\$222.22	\$200.00
1	Zolatone Color: 20-62 MARBLESTONE		
1	Vinyl Color: MV-102 GUNMETAL		
1	Lonplate Color: #424 GUNMETAL		
	Flooring, Aisle, Backboard Slots		
1	I-06 Composite Subfloor	\$866.67	\$780.00
	Seating, Squad Bench, EMT, CPR		
1	I-07 Swivel Pedestal for EVS Attendant Seat	\$444.44	\$400.00
1	I-12 5-Pt. Child Seat	\$1,500.00	\$1,350.00
	6-Point Seat Belt, Per Position		
2	Note: Specify Color (If no color is chosen, black will be provided:		
1	I-20 Black ☒ Orange ☐ Red ☐ Yellow ☐	\$1,133.33	\$1,020.00
	Cabinetry, Windows, Marker Boards, Shelves, & HVAC Ducts		
1	I-30 Customize Console in Type I	\$166.67	\$150.00
1	I-32 Aluminum Cabinetry (Requires Spray Coating)	\$7,800.00	\$7,020.00
2	I-44 Tilt-up Speed Load Cabinet Windows, w/latch (above action area)	\$611.11	\$550.00
2	I-45 Interior Access to Exterior Compartment	\$888.89	\$800.00
2	I-51 Track-Type Adjustable Shelves in Interior Cabinets, (above action area)	\$166.67	\$150.00
1	I-59 Glove Storage Over Side Entry Door	\$472.22	\$425.00
3	I-64 Chevrons on Entry Door Kickplates (Per Door)	\$583.33	\$525.00
	Doors, Locks, & Latches		
13	I-71 Southco Stainless Steel Latches, (per Latch)	\$505.56	\$455.00
	Counter Tops		
1	I-74 Speckled Color Finish in Silk Stone Action Area Countertop	\$722.22	\$650.00
1	Stainless Steel Counter Top with 1 1/2" Vertical Lips	\$944.44	\$850.00
	Sharps, Waste, & Drawers		
4	I-86 Drawer for General Storage (curbside per drawing)	\$1,666.67	\$1,500.00
	Grab Rails & Bars, Armrests		
1	I-89 Additional Grab Rail Over Squad Bench	\$366.67	\$330.00

1	I-94	12" Stainless Grab Handle (side entry door)	\$155.56	\$140.00
12	I-95	Make Grab Bar Yellow (Price Each)	\$1,266.67	\$1,140.00
Qty		Insulation & Sound Deadening		
1	I-97	3M Sound Deadening on Back of Exterior Compartments	\$555.56	\$500.00
		Additional Headroom, Crawl Through (Type I), Bariatric Package		
1	I-99	Custom Headroom, Fill in Height 74"	\$777.78	\$700.00
1	I-100	Crawl Through to Cab, (Type I) match previous	\$1,388.89	\$1,250.00
		Additional Interior Options & Special Instructions		
1		Yellow/Black non skid tape. Match previous	\$33.33	\$30.00
1		NOTE: Console to be Aluminum	\$833.33	\$750.00
1		Cabinet at head of bench	\$666.67	\$600.00
1		Move Vent to right side	\$100.00	\$90.00
1		Center Attendant seat with COT	\$100.00	\$90.00
1		Custom horizontal HVAC mounted at angle in bulkhead	\$1,388.89	\$1,250.00
3		Stainless Steel Cot Plates (SILICONE AROUND EDGES OF THESE PLATES AND DOOR THRESHHOLDS)	\$416.67	\$375.00
1		1" Lip on Right Wall Counter	\$83.33	\$75.00
2		Build HVAC Cabinet for 12 x 12 x 1 Intake Filter	\$222.22	\$200.00
3		Rubber mats on all cabinet shelves	\$166.67	\$150.00
3		Dry Deck on floor of left wall cabinets	\$333.33	\$300.00
1		NOTE: DO NOT angle cabinet over action area		
2		Glover Butlers (Match previous)	\$133.33	\$120.00
1		CompX control to lock five drawers	\$2,972.22	\$2,675.00
3		Fixed dividers in forward portion of cabinet "E"	\$250.00	\$225.00
1		Hinged red painted aluminum to access sharps and waste at head of bench. Photos in file.	\$744.44	\$670.00
1		3-slot vest holder (Left wall)	\$444.44	\$400.00
1		Stainless guard, left rear	\$100.00	\$90.00
1		Plastic guard, left rear	\$100.00	\$90.00
1		Corner trim per drawings	\$194.44	\$175.00
1		Install standard CompX narc box over bench	\$1,388.89	\$1,250.00
		Custom Body Size, Compartments, Doors & Door Window		
1	EX-01	Custom body Length. Fill in Length 186"	\$888.89	\$800.00
1	EX-03	Additional Exterior Compartment, (separate OSS#1)	\$1,222.22	\$1,100.00
1	EX-04	Compartment Over Wheel Well w/ Rollout Drawer (top hinge)	\$1,500.00	\$1,350.00
5	EX-05	Change Exterior Compartment Size	\$2,083.33	\$1,875.00
2	EX-09	Double Door on Exterior Compartment ILO Single Door	\$1,166.67	\$1,050.00
1	EX-16	Dry Deck All Compartments	\$722.22	\$650.00
		Shelves & Dividers		
1	EX-20	Adjustable Shelving Unit in Exterior Compartment w/One Shelf 12"-30" wide #5	\$238.89	\$215.00
1	EX-21	Adjustable Shelving Unit in Exterior Compartment w/One Shelf 30"-48" wide #4	\$250.00	\$225.00
1	EX-23	Additional Shelf in Exterior Compartment 12"-30" wide #5	\$155.56	\$140.00
1	EX-24	Additional Shelf in Exterior Compartment 30"-48" wide #2	\$166.67	\$150.00
2	EX-25	Aluminum Backboard Divider	\$488.89	\$440.00
1	EX-28	Additional Backboard Strap (match previous)	\$61.11	\$55.00
		Rear Bumpers & Entry Steps		
1	EX-35	Smooth Aluminum Kickplates (3)		
3	EX-36	Dual Interior Emergency Door-Open Handles, Price per Door	\$366.67	\$330.00
2	EX-39	Drop Skirt Line 6" from Right Rear Wheel to Right Front Corner, Add 2nd Entry Step (Drop Skirt = Both Sides)	\$1,666.67	\$1,500.00
3	EX-40	Painted Number Placards	\$750.00	\$675.00
1		Additional Charge for Extra Body Length	\$777.78	\$700.00
1		Recess for air eject	\$416.67	\$375.00
1		Fixed shelf 12" from top of OSS #5 with screwed on removable panel	\$333.33	\$300.00
2		Gas struts on #3 compartment door	\$361.11	\$325.00
1		OSS #1 shall have (2) separate compartments and doors. -		
1		Lockable upper #1A shall have have single door and will house 110 components & inverter. Door shall be lockable manually (no power lock). Vent to exterior only Lower compartment #1B to be connected to power locks. (EX-03) Storage for four (3) SCBA bottles at bottom floor of OSS #1. Removeable pocket for 25" depth.	\$1,000.00	\$900.00
1		NOTE: Scorpion inside of above tubes	\$1,000.00	\$900.00
3		Three (3) Zico SCBA brackets, angled, for Scott 4500 PSI cylindre. Zico model SC-50-H-6-SF bracket for 6.75" bottle with Zico	\$550.00	\$495.00
2		Two (3) Angled brackets for above		
1		Aluminum backboard strap, #7	\$111.11	\$100.00
1		Chrome center caps	\$444.44	\$400.00
1		Fixed Shelf in #7	\$200.00	\$180.00
1		.125" flat aluminum peg board covering B wall of #4. .023" holes spaced 1.875" apart	\$1,166.67	\$1,050.00
		Rub Rail, Tow Hooks, Mud Flaps, Chains		
1	EX-46	Reflective Tape in Rub Rail--FILL IN COLOR white	\$444.44	\$400.00
1	EX-48	Stainless Steel Fuel Guard	\$83.33	\$75.00
1	EX-61	Rubber Fenderettes		nc
1	EX-66	Divider & Fixed Shelf in #1 or #5	(\$277.78)	(\$250.00)
		MISCELLANEOUS OPTIONS		
1	MS-01	Credit for Shipping Spare Tire Loose	(\$55.56)	(\$50.00)
1	MS-05	Delete Decal Package	(\$138.89)	(\$125.00)
1	MS-06	Extended Electrical Warranty 7-years/100,000	\$777.78	\$700.00
		Additional Exterior & Miscellaneous Options & Special Instructions		

1	Square Compartment for four (4) D Tanks aft of rear wheel. Note: Use real door.	\$1,333.33	\$1,200.00
1	NOTE: Scorpion inside of above tubes	\$950.00	\$855.00
1	5" Drop floor of OSS #4	\$333.33	\$300.00
1	OSS #4 shall be roll up door with shield	\$888.89	\$800.00
1	Amdor 9355-36 strap for roll up door		
2	Cast Lo-Pro Vent on #1 and #1A Doors	\$166.67	\$150.00
2	Nader Pin Covers on lower rear nader pins	\$138.89	\$125.00
1	NOTE: Drip Rails shall be adhered with VHB. No Screws will be used.		
Qty	PAINT OPTIONS		
1	P-08 ½ Red / ½ White Cab & Box (Including Door Jambs)	\$6,333.33	\$5,700.00
1	P-09 Any Color of Paint other than White	\$1,444.44	\$1,300.00
1	P-10 Wet Sand & Buff	\$3,638.89	\$3,275.00
1	P-13 Delete Standard Beltline Paint	(\$583.33)	(\$525.00)
	Pinstripe		
1	P-22 6" Oracal Reflexite Chevron, Two Colors	\$1,888.89	\$1,700.00
1	P-28 6" Oracal Reflexite Chevron on Rear Doors, Two Colors	\$1,111.11	\$1,000.00
	Additional Paint Options & Special Instructions		
1	Broward County Graphics	\$6,444.44	\$5,800.00
1	Top of module shall be painted white and not visible from ground	\$1,111.11	\$1,000.00
1	Chevron rear kick plate	\$722.22	\$650.00
1	Install 12" number and 32" SOL on roof	\$166.67	\$150.00
	Additional Options & Instructions		
1	Stryker Powerload System	\$38,367.78	\$51,000.00
1	Stryker PowerPro Stretcher	\$36,616.67	\$36,218.00
1	Stryker 6252 Stair Chair	\$7,324.44	\$8,347.00
1	Firecom Intercom System	\$4,340.00	\$3,906.00
ORDER SUMMARY			
	SUBTOTAL OF OPTIONS: \$		\$246,627.00
	(+) BASE PRICE: \$		\$304,143.00
	TOTAL UNIT PRICE: \$		\$550,770.00

Prepared for:
Paul Marshall
OSAGE AMBULANCE INC
194 TWIN RIDGE
RD

LINN, MO 65051
Phone: 314-566-
4991



Prepared by:
Rick Kinney
TRUCK CTY OF WISCONSIN,
INC.
2401 PROGRESS WAY
KAUKAUNA, WI 541309559
Phone: 920-766-5222

A proposal for
OSAGE AMBULANCE INC

Prepared by
TRUCK CTY OF WISCONSIN, INC.
Rick Kinney

2024 BROWARD SHERIFF'S OFFICE
+BUDGETARY SPEC*

Jan 24, 2023

Freightliner M2 106 Plus



Components shown may not reflect all spec'd options and are not to scale

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SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-27M	M2 PRL-27M (EFF:MY24 ORDERS)		
Data Version			
DRL-026	SPECPRO21 DATA RELEASE VER 026		
Vehicle Configuration			
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
004-224	2024 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-006	RESCUE AND EMERGENCY SERVICE		
A84-1EV	EMERGENCY VEHICLES BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 12000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 22000.0 lbs		
Truck Service			

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Data Code	Description	Weight Front	Weight Rear
AA3-024	AMBULANCE BODY		
AF3-999	CUSTOM MFR'S/BODY TYPE IDENTIFICATION		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		

Engine

101-22A CUM B6.7 260EV HP @ 2400 RPM, 2600 GOV, 660
LB-FT @ 1600 RPM, R/F/E

Electronic Parameters

79A-075 75 MPH ROAD SPEED LIMIT
79B-000 CRUISE CONTROL SPEED LIMIT SAME AS ROAD
SPEED LIMIT
79K-007 PTO MODE ENGINE RPM LIMIT - 1100 RPM
79M-001 PTO MODE BRAKE OVERRIDE - SERVICE
BRAKE APPLIED
79U-007 PTO GOVERNOR RAMP RATE - 250 RPM PER
SECOND
79W-001 ONE REMOTE PTO SPEED
79X-008 PTO SPEED 1 SETTING - 1100 RPM
80G-008 PTO MINIMUM RPM - 1100
80J-001 REGEN INHIBIT SPEED THRESHOLD - 0 MPH

Engine Equipment

99C-021 2010 EPA/CARB/GHG21 CONFIGURATION
99D-010 NO 2008 CARB EMISSION CERTIFICATION
13E-001 STANDARD OIL PAN
105-001 ENGINE MOUNTED OIL CHECK AND FILL
014-099 SIDE OF HOOD AIR INTAKE WITH FIREWALL
MOUNTED DONALDSON AIR CLEANER
124-120 LN 12V 320 AMP 4962PGH PAD MOUNT
ALTERNATOR 10
292-203 (3) DTNA GENUINE, FLOODED STARTING, MIN
2250CCA, 510RC, THREADED STUD BATTERIES 40 20
290-017 BATTERY BOX FRAME MOUNTED
281-001 STANDARD BATTERY JUMPERS
282-042 LH BATTERY BOX MOUNTED AS FAR AFT AS
POSSIBLE, NO GREATER THAN 60 INCHES
BACK OF CAB
291-017 WIRE GROUND RETURN FOR BATTERY CABLES
WITH ADDITIONAL FRAME GROUND RETURN
289-001 NON-POLISHED BATTERY BOX COVER

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Data Code	Description	Weight Front	Weight Rear
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-1AR	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF WITH BRAKE LAMPS	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-015	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH		
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-999	AMBULANCE DEF CONFIGURATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-100	700 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		

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Data Code	Description	Weight Front	Weight Rear
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

342-1KD	ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
---------	--	-----	----

Transmission Equipment

343-343	ALLISON VOCATIONAL PACKAGE 227 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL EVS
84B-003	ALLISON VOCATIONAL RATING FOR FIRE TRUCK/EMERGENCY VEHICLE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

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Data Code	Description	Weight Front	Weight Rear
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-074	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-824	(2) CUSTOMER INSTALLED CHELSEA 280 SERIES PTO'S		
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A5	DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES	
403-026	FIRE AND EMERGENCY SEVERE SERVICE, NON-ASBESTOS FRONT LINING	
419-023	CONMET CAST IRON FRONT BRAKE DRUMS	
427-001	FRONT BRAKE DUST SHIELDS	5
409-006	FRONT OIL SEALS	
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL	
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES	
405-003	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS	
536-050	TRW THP-60 POWER STEERING	

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Data Code	Description	Weight Front	Weight Rear
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-062	10,000# TAPERLEAF FRONT SUSPENSION		
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
629-004	FRONT SWAYBAR	60	
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1C6	DETROIT DA-RS-17.5-2 17,500# R-SERIES SINGLE REAR AXLE		-170
421-478	4.78 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-079	MXL 16T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-20	-20
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-025	FIRE AND EMERGENCY SEVERE SERVICE NON- ASBESTOS REAR BRAKE LINING		
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		5
440-006	REAR OIL SEALS		
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
	LIQUID SPRING REAR SUSPENSION- AFTERMARKET INSTALLATION		
Brake System			
018-002	AIR BRAKE PACKAGE		

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Data Code	Description	Weight Front	Weight Rear
490-1AU	WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-001	STANDARD AIR SYSTEM PRESSURE PROTECTION AND 85 PSI PRESSURE PROTECTION FOR AIR HORN(S)		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-086	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER		
479-012	AIR DRYER MOUNTED UNDER HOOD		
460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL		
46A-023	(1) 1730 CUBIC INCH AIR HORN TANK, 85 PSI PRESSURE PROTECTED INLET WITH CHECK VALVE AND QUICK DISCONNECT FITTING	20	25
477-006	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)		

Wheelbase & Frame

545-442	4425MM (174 INCH) WHEELBASE		
546-094	9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6/0.281X10.06 INCH) 80KSI	-60	-10
552-042	1950MM (77 INCH) REAR FRAME OVERHANG		
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-20	80
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 108.66 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 105.66 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 289.99 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 180.36 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 57.46 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		

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Data Code	Description	Weight Front	Weight Rear
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AR	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
605-1AB	D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME WEB		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
Fuel Tanks			
204-998	NO LH FUEL TANK	-60	-20
230-043	40 GALLON/151 LITER RECTANGULAR STEEL FUEL TANK - BETWEEN RAILS		160
218-005	RECTANGULAR FUEL TANK(S)		
215-009	PAINTED FUEL TANK(S), PAINTED STRAPS WITH RUBBER ISOLATORS		
231-004	FUEL TANK(S) MOUNTED BETWEEN RAILS AFT OF REAR AXLE	10	155
664-001	PLAIN STEP FINISH		
205-060	LH SIDEFILL FUEL TANK PREP CAP		
122-1J2	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER	-5	
216-001	SINGLE SUCTION AND RETURN FUEL LINES		
20E-001	AUXILIARY FUEL SUPPLY AND RETURN PORTS		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-0BN	MICHELIN XZE 255/70R22.5 16 PLY RADIAL FRONT TIRES	-34	
094-0BN	MICHELIN XZE 255/70R22.5 16 PLY RADIAL REAR TIRES		-68

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Paul Marshall
OSAGE AMBULANCE INC
194 TWIN RIDGE
RD

LINN, MO 65051
Phone: 314-566-
4991



Prepared by:
Rick Kinney
TRUCK CTY OF WISCONSIN,
INC.
2401 PROGRESS WAY
KAUKAUNA, WI 541309559
Phone: 920-766-5222

Data Code	Description	Weight Front	Weight Rear
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-766	ALCOA ULA18X 22.5X8.25 10-HUB PILOT 5.81 INSET ALUMINUM DISC FRONT WHEELS	-62	
505-766	ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-124
524-001	POLISHED FRONT WHEELS; OUTSIDE ONLY		
525-001	POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY		
52M-004	FORCEMATCH TRIE/WHEEL RUNOUT CHECKMARK AND STATIC BALANCING-ALL TIRES/WHEELS		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
498-1AB	INNER WHEEL EXTENSIONS, OUTBOARD AIRING, ALUMINUM OUTER WHEELS WITH RUBBER STABILIZERS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-009	RUBBER CAB MOUNTS		
678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-002	TUNNEL/FIREWALL LINER		
727-1B0	DUAL 25 INCH ROUND STUTTER TONE HOOD MOUNTED AIR HORNS	8	
726-002	DUAL ELECTRIC HORNS		
728-002	DUAL HORN SHIELDS		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-047	LED AERODYNAMIC MARKER LIGHTS		

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Rick Kinney
TRUCK CTY OF WISCONSIN,
INC.
2401 PROGRESS WAY
KAUKAUNA, WI 541309559
Phone: 920-766-5222

Data Code	Description	Weight Front	Weight Rear
311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
294-046	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TURN WIRES TO 4 FEET BEYOND END OF FRAME		-5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-016	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
764-010	COMPOSITE EXTERIOR SUN VISOR	10	
768-998	NO REAR WINDOW	-20	
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS	4	
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

055-017	PROFESSIONAL TRIM PACKAGE
707-105	MIST AND CARBON CLOTH INTERIOR "PROFESSIONAL"
70K-016	CARBON WITH BASE BLACK ACCENT
706-013	MOLDED PLASTIC DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-034	ASH CUP AND (1)LIGHTER, (1)12V POWER OUTLET, (1)DASH MTD DUAL USB-C OUTLET
691-001	FORWARD ROOF MOUNTED CONSOLE
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY
742-007	(2) CUP HOLDERS LH AND RH DASH

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OSAGE AMBULANCE INC
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Rick Kinney
TRUCK CTY OF WISCONSIN,
INC.
2401 PROGRESS WAY
KAUKAUNA, WI 541309559
Phone: 920-766-5222

Data Code	Description	Weight Front	Weight Rear
680-029	M2/SD DASH		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
689-111	PREP KIT FOR CUSTOMER INSTALLED AUXILIARY HEATER, PLUMBING FROM ENGINE TO BACK OF CAB WITH SHUTOFF VALVES ON LH	25	
170-015	STANDARD HEATER PLUMBING		
130-043	(1) VALEO HEAVY DUTY AND (1) SANDEN COMPACT REFRIGERANT COMPRESSORS	20	
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B3	STANDARD LED CAB LIGHTING		
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS	2	
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
756-1E7	SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION DRIVER SEAT WITH NFPA 1901-2009/2016 COMPLIANT SEAT SENSOR	50	
760-1E7	SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH NFPA 1901-2009/2016 COMPLIANT SEAT SENSOR	40	15
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-105	NFPA 1901-2009 HIGH VISIBILITY ORANGE SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		

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194 TWIN RIDGE
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4991



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Rick Kinney
TRUCK CTY OF WISCONSIN,
INC.
2401 PROGRESS WAY
KAUKAUNA, WI 541309559
Phone: 920-766-5222

Data Code	Description	Weight Front	Weight Rear
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
732-998	NO INSTRUMENT PANEL-DRIVER		
734-024	INTEGRATED UPPER & LOWER STORAGE PANELS		
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-035	ELECTRONIC AIR RESTRICTION INDICATOR DISPLAYED IN DRIVER DISPLAY		
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		
48H-004	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH BLUNTCUTS		
48C-002	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH BLUNTCUTS		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		

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Paul Marshall
OSAGE AMBULANCE INC
194 TWIN RIDGE
RD

LINN, MO 65051
Phone: 314-566-
4991



Prepared by:
Rick Kinney
TRUCK CTY OF WISCONSIN,
INC.
2401 PROGRESS WAY
KAUKAUNA, WI 541309559
Phone: 920-766-5222

Data Code	Description	Weight Front	Weight Rear
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-024	LEFTHAND/CENTER/RIGHTHAND OVERHEAD INSTRUMENT PANEL BLANK		
746-135	AM/FM/WB WORLD TUNER RADIO WITH SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
78C-003	INTEROPERABLE SDAR ANTENNA		
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
264-028	(2) LH AND RH FOOT SWITCHES WITH DASH SWITCH FOR HORN BUTTON TO CONTROL AIR HORN, DEFAULT TO ELECTRIC <85 PSI		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
27D-004	ALTERNATING FLASHING HEADLAMP SYSTEM WITH BODY BUILDER CONTROLLED ENGAGEMENT		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		

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OSAGE AMBULANCE INC
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LINN, MO 65051
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4991



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Rick Kinney
TRUCK CTY OF WISCONSIN,
INC.
2401 PROGRESS WAY
KAUKAUNA, WI 541309559
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Data Code	Description	Weight Front	Weight Rear
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
Design			
065-376	PAINT: FTL EMERGENCY-7		
Color			
980-5A1	CAB COLOR A: L0001EY BLACK ELITE EY-TBD		
981-6D7	CAB COLOR B: L4664EY RED PIERCE #90 ELITE EY-TBD		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
976-995	SUNVISOR PAINTED SAME AS CAB COLOR A		
963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			
998-033	CORPORATE PDI CENTER IN-SERVICE AND OPTION INSTALLATION/MODIFICATION		
99B-014	SHIP TO FONTAINE (LAREDO, TX) PRIOR TO DELIVERY LIQUID SPRING INSTALLATION PERFORMED AT FONTAINE MODIFICATION IN CHARLOTTE NC. LIQUID SPRING IS NOT A FREIGHTLINER OR DEALER INSTALLED OPTION AND IS NOT COVERED BY FREIGHTLINER WARRANTY, ANY LIQUID SPRING SERVICE NEEDS TO BE PROVIDED BY LIQUID SPRING AND/OR THEIR DEALERS, CUSTOMER MUST ASSUME RESPONSIBILITY FOR ANY CHARGES. ANY ADJUSTMENTS OR CHASSIS DIAGNOSTICS RELATED TO THE REMOVAL OF THE FACTORY SUSPENSION AND/OR HANDLING CHARACTERISTICS ARE NOT COVERED UNDER THE FREIGHTLINER WARRANTY.		

TOTAL VEHICLE SUMMARY

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Paul Marshall
OSAGE AMBULANCE INC
194 TWIN RIDGE
RD

LINN, MO 65051
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4991



Prepared by:
Rick Kinney
TRUCK CTY OF WISCONSIN,
INC.
2401 PROGRESS WAY
KAUKAUNA, WI 541309559
Phone: 920-766-5222

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	6057 lbs	3538 lbs	9595 lbs
Total Weight ⁺	6057 lbs	3538 lbs	9595 lbs

Extended Warranty

WBB-330	TC3: MD MODERATE 5 YEARS/100,000 MILES / 161,000 KM EXTENDED TRUCK COVERAGE. FEX APPLIES
WAG-074	TOWING: TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$750 CAP FEX APPLIES

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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EXHIBIT B
WARRANTY



Emergency Vehicle Limited Warranty

TYPE I & III MODULARS

Subject to limitations, provisions and conditions set forth in this Warranty, Osage Industries, Inc. does hereby warrant to each Original Purchaser Only that each new vehicle conversion is free from defects and workmanship and materials used in the construction of a production model emergency vehicle for a period as follows:

A. PRODUCT CONVERSION WARRANTY

For **THREE 3 years or 36,000 miles**, whichever comes first, from the date of the original purchase. Osage Industries, Inc. will repair or replace, at no cost to purchaser, only those components manufactured by Osage Industries, Inc. for use in a production vehicle and excludes components from other manufacturers used in such conversions; i.e. sirens, inverters, lightbars, oxygen equipment, auto eject, siren drivers and chassis, etc. Individual warranties are covered by those manufacturers included in the Owner's Manual as supplied with the vehicle and shall apply as set forth by said manufacturer. Osage will only reimburse labor up to (3) years on those components with more than a (3) year warranty.

B. ELECTRICAL WARRANTY

For **SIX (6) years or 72,000 miles**, whichever comes first, from the date of the original purchase, Osage Industries, Inc. will cover the cost of labor and material, in the repair or replacement of the electrical systems furnished and installed by Osage Industries, Inc. This warranty shall include switch panels, electrical harnesses (and the installation), printed circuit boards and general design concept used by Osage Industries, Inc. at the time of manufacture. This warranty shall not apply to any electrical equipment furnished and warranted by other manufacturers. All other components are excluded from the coverage of this limited electrical warranty. **Extended Warranty if Purchased:** For up to **Seven 7 years or 100,000 miles** on electrical stated above.

C. ALUMINUM MODULE BODY AND INTERIOR ALUMINUM CABINET STRUCTURE

Lifetime warranted to the original purchaser, on the original chassis. This warranty can be transferred onto a new chassis, providing the remount is performed by Osage. At that time, Osage will thoroughly inspect and repair, if needed. Door Hardware, Cabinet Finish and Latches are warranted for a period of **Three (3) years or 36,000 miles**, whichever comes first from date of original purchase for defects under normal use; this does not include adjustments.

D. PAINT WARRANTY 5 YEARS OR 100,000 MILES

Complete, NON-PRO RATED warranty covers paint finish, corrosion and blistering of the ambulance body. Warranty covers the cost of parts and labor. Unless installed by Osage, lettering and graphics replacement due to paint failure will not be covered. Warranty is dependent on agreement by both parties (purchaser and seller) that failure is due to a manufacturing defect.

E. GRAPHICS WARRANTY 3 YEARS OR 36,000 MILES

Osage warrants its graphics and lettering package to be free from defects in material and workmanship for **three (3) years or 36,000 miles**. Warranty covers cost of parts and labor. Osage will not be liable for more than the amount of the purchase price of the graphics package.

F. BLACK OUT ITEMS - (PARTS SPRAYED WITH SCORPION LINER) 1 year or 12,000 miles

Osage warrants blackout items, for **one 1 year or 12,000 miles**, whichever comes first, against adhesion failure of the scorpion liner to the item sprayed. This excludes fading, chipping, rub marks and scratches.

The above warranties are conditioned upon normal use and reasonable maintenance and do not apply to any components, which have been subject to abuse, accident, alteration, vandalism, and improper or careless use. Any modification of any description made to any components on the conversion, without written approval by Osage Industries, Inc. shall void the warranty of said system and components parts.

Prompt written notice of all defects or claims against Osage shall be forwarded to Osage Industries, Inc., P.O. Box 718, Linn, Missouri (MO) 65051, or by calling at 800-822-3634. No repairs or additions shall be performed without prior approval from Osage Industries, Inc. Osage Industries, Inc. reserves the right to reject unauthorized claims and its decision in these matters shall be final.

If warranty repairs are necessary, all work must be performed by Osage Industries, Inc. or repair center authorized by Osage Industries, Inc. It is the responsibility of the purchaser to transport vehicle to and from Osage Industries, Inc., Linn, Missouri (MO), or repair center authorized by Osage Industries, Inc. for warranty repairs. Osage is not responsible for any loss or damage that may occur during said transportation.

Any expressed warranty not provided herein and any remedy for breach of contract which might arise by implication or operation of law, is hereby excluded and disclaimed. The implied warranties of merchantability and fitness for any particular purpose are expressly limited to the terms stated above. Some states do not allow limitations on how long an implied warranty lasts. Therefore, the above limitations may not apply to you. Osage is not responsible for any loss or damage that may occur during said transportation.

Under no circumstances shall Osage Industries, Inc. be liable to purchaser or any other person for any special or consequential damages, whether arising out of breach of warranty, breach of contract, or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you.

This Warranty gives you specific legal rights, and you may have other rights, which vary, from state to state.

06/10/19

Document Control Number OM 19-1-34 Rev I

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
- e. **"Manufacturer"** means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchase Price"** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
- i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. **Purpose.** This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.
3. **Term of Agreement.** This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.
4. **Purchase and Payment.** Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.
5. **Representations and Warranties.** Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

- a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

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Keeping Business in Florida Since 1993

The Florida Sheriffs Association in partnership with the Florida Association of Counties and Florida Fire Chiefs Association are pleased to offer a statewide purchasing contract for local governments, county sheriffs, county government, local county boards, municipalities, police agencies, other local public or public safety agencies, and state universities and colleges. The Cooperative Purchasing Program within FSA has thrived since 1993 and continues to provide streamline purchasing for local governments and their subsidiaries.

There are requirements for manufacturers, vendors, and purchasers within the terms and conditions (contract) that should be reviewed prior to and after the initial acquisition. These terms and conditions are written based on best practices to simplify the process for the purchaser and the vendor. All questions, concerns, or for guidance on how to optimize the contract email CPP@FLSheriffs.org (<mailto:cpp@flsheriffs.org>).



SEARCH BY CONTRACT ([HTTPS://WWW.FLSHERIFFS.ORG/PURCHASINGPROGRAM/CONTRACTS/](https://www.flsheriffs.org/purchasingprogram/contracts/))

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COOPERATIVE PURCHASING PROGRAM CONTRACTS

Search by Category (/purchasingprogram/)

FSA22-TRS24.0: Tires (<https://www.flsheriffs.org/purchasingprogram/contractcategory/fsa22trs240>)

FSA22-PWR1.0: Electric Vehicle Charging, Other Power Stations, Other Related Equipment & Software
(<https://www.flsheriffs.org/purchasingprogram/contractcategory/fsa22pwr10>)

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats & Equipment
(<https://www.flsheriffs.org/purchasingprogram/contractcategory/fsa23vef170>)

FSA23-VEL31.0: Pursuit, Administrative & Other Vehicles
(<https://www.flsheriffs.org/purchasingprogram/contractcategory/fsa23vel310>)

FSA23-VEH21.0: Heavy Trucks and Buses (<https://www.flsheriffs.org/purchasingprogram/contractcategory/fsa23veh210>)

FSA23-EQU21.0: Equipment (<https://www.flsheriffs.org/purchasingprogram/contractcategory/fsa23equ210>)

FIND A VENDOR ([HTTP://WWW.FLSHERIFFS.ORG/VENDORDIRECTORY/](http://www.flsheriffs.org/VENDORDIRECTORY/))

PURCHASER RESOURCES ([HTTPS://WWW.FLSHERIFFS.ORG/LAW-ENFORCEMENT-PROGRAMS/COOPERATIVE-PURCHASING-PROGRAM/PURCHASERS/](https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/purchasers/))

GET HELP ([MAILTO:CPP@FLSHERIFFS.ORG](mailto:CPP@FLSHERIFFS.ORG))

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CONTRACT: FSA23-VEF17.0: FIRE & RESCUE VEHICLES, BOATS & EQUIPMENT

Airport Rescue Fire Fighting (ARFF) Apparatus
(<https://www.flsheriffs.org/purchasingprogram/item/fsa23vef170-airport-rescue-apparatus>)

Ambulance Type I - 4x2 Medium Duty Diesel Engine
(<https://www.flsheriffs.org/purchasingprogram/item/fsa23vef170-ambulance-type-1-4-2-medium-duty-diesel-engine>)

Ambulance Type I - 4x2 Regular Cab Diesel Engine
(<https://www.flsheriffs.org/purchasingprogram/item/fsa23vef170-ambulance-type-1-4-2-regular-cab-diesel-engine>)

Ambulance Type II - 4x2 Van Gas Engine (<https://www.flsheriffs.org/purchasingprogram/item/fsa23vef170-ambulance-type-2-4-2-van-gas-engine>)

Ambulance Type III - 4x2 Cutaway Van Diesel Engine
(<https://www.flsheriffs.org/purchasingprogram/item/fsa23vef170-ambulance-type-3-4-2-cutaway-van-diesel-engine>)

Ambulance Type III - 4x2 Cutaway Van Gas Engine
(<https://www.flsheriffs.org/purchasingprogram/item/fsa23vef170-ambulance-type-3-4-2-cutaway-van-gas-engine>)

Battery Powered Rescue Tools (<https://www.flsheriffs.org/purchasingprogram/item/fsa23vef170-battery-powered-rescue-tools>)



TOWN OF PEMBROKE PARK

Workshop Commission
Meeting

Commission Chambers

3150 SW 52 Avenue

Pembroke Park, FL. 33023

**Wednesday, September 27,
2023**

7:00 PM

Mayor Ashira Mohammed

Vice Mayor Erik Morrisette

Clerk Commissioner William Hodgkins

Acting Clerk Commissioner Musfika Kashem

Commissioner Geoffrey Jacobs

Acting Town Manager Aleem Ghany

Int. Town Attorney Horowitz

Town Clerk Marlen D. Martell

WORKSHOP COMMISSION MEETING MINUTES

1 CALL TO ORDER Meeting called to order at 7:13pm

2 PLEDGE OF ALLEGIANCE Led by Mayor Mohammed and Commissioners

3 ROLL CALL The meeting was called to order at 7:12 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; Williams Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Aleem Ghany, Public Services Director; Jacobs Horowitz, Interim Town Attorney; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk; Mark Pakula, Information Technology Director; Joseline Ramirez, Chief Code Enforcement Officer; and Ra Shana Dabney-Donovan, Major

4 DELETIONS OR WITHDRAWALS TO THE AGENDA none

5 PRESENTATIONS

Town of Pembroke Park
Workshop Commission Meeting
September 27, 2023

6 PLANNING CONSULTANT - MICHAEL VONDER-MEULEN

1. Park Lake Gates

Town Planner Mike Vonder Mulen spoke on record.
Commission was in agreement to move forward.
Interim Attorney Horowitz to prepare a license Agreement.

7 REPORTS OF COMMITTEES AND TOWN STAFF

1. Fire Department - Chief Kane

Chief Kane presented and submitted report for Commission review.

8 BUILDING DEPARTMENT - INTERIM BUILDING OFFICIAL PIZZILLO

1. August Update

Interim Steve Pizzillo presented and submitted report for Commission review

9 POLICE DEPARTMENT - CHIEF DABNEY-DONOVAN

1. Calls Resulting in Dispatch for the month of August

Chief of Police Dabney-Donovan presented and submitted report for Commission review.

10 PUBLIC SERVICES DEPARTMENT - PUBLIC SERVICES DIRECTOR GHANY

1. Second Amendment E-11 Participation Agreement and Regional Interlocal Agreement

Item placed on consent and Interim Town Attorney to prepare an Agreement.

2. Super Fund Site - EPA Presentation

Marcia Nale spoke on record.
Attorney Rudy Tanasijevich spoke on record.
Keith Poliakoff spoke on record.
Dr. Cornfield spoke on record.

Marcia Nale will keep Vice Mayor Morrisette and Clerk Commissioner Hodgkins in the loop

Monitoring shall be conducted.

3. SCAG Lawnmower for Parks Dept.

Item placed as a line item

Acting Town Manager Ghany to get consensus from the department.

4. FL Recovery Obligation Calculation Program

Item placed on consent

5. Discussion on Town Lobbyist contracts

Item placed on consent agenda.

Meeting recessed at 8:34pm

Meeting resumed at 8:42pm

6. S.W. 30th Street Forcemain Replacement - Keith & Associates (Presentation)

Carlos Morales spoke on record

Update was presented

7. Sewer Master Plan Update - Craig A. Smith & Associates (Presentation)

Dan Shaol spoke on record.

Update was presented.

Direction was given to staff to renegotiate and look for the expanded capacity.

8. Stormwater Master Plan Update - Kimley Horn & Associates (Presentation)

Stefano Viola spoke on record.

update was presented

9. Discussion A/C System Design & Construction

Direction was given to the Acting Town Manager to reengineer for a new air conditioning system for the entire building. Interim Town Attorney to work with Acting

Town Manager Ghany to be sure that the procurement pieces are in place to secure the appropriate engineer.

11 TOWN CLERK MARTELL

1. Public Records Requests by the Commission - Mayor Mohammed, Town Clerk Martell

Report submitted. Commissioner Jacobs not satisfied with what was given. Commissioner Jacobs to review what was received.

2. CLOSE-OUT MEMORANDUM - Vice Mayor Morrisette, Town Clerk Martell

Investigation unfounded
Close out memorandum.

12 DISCUSSION Commission Jacobs concerns regarding Fast Flying was addressed.

1. Hiring Structure - Commissioner Jacobs

Commissioner Jacobs asking Acting Manager Ghany for a copy of the official onboarding guidelines used to hire the interim town manager
Directed the manager to seek the cost for an HR Director vs. an HR Consultant

2. Pembroke Park Barrel's - Commissioner Jacobs

Provide Commissioner Jacobs with hiring process.

3. Bamboo Paradise & Bamboo Social Club - Commissioner Jacobs

Interim Attorney Horowitz will research the ownership of the social club.

13 INTERIM ATTORNEY COMMENTS Code matter regarding A&B towing. Matter was dismissed and the order is now enforceable, and the Town is free to proceed with the demolition of the property. The Town can pursue and implement the order.

14 ACTING TOWN MANAGER COMMENTS Acting Town Manager Ghany submitted to the Commission a copy of the existing grants and updates.

15 COMMISSIONER COMMENTS

1. Commissioner Jacobs - Requested the travel / travel conference attended by staff and Commission for the past year.

Acting Clerk Commissioner Kashem - None

Clerk Commissioner Hodgkins - None

Vice Mayor Morrisette - Invoices will be provided

Mayor Mohammed - Separation Agreement with David Howard will be brought up next meeting.

Mayor Mohammed reiterated that smoking on Town property goes against Town policy. Town attorney to look into David Howards FRS. Mayor Mohammed clarified issues regarding acting pay salaries for the Police Officers, the 10% increase for the Events Committee and hazardous pay for the sewer department.

16 ANNOUNCEMENTS

1. Regular Commission Meeting, Wednesday, October 11, 2023 at 7:00 PM

Special Magistrate Hearing, Wednesday, October 18, 2023 at 9:00 AM

Workshop Commission Meeting, Wednesday, October 25, 2023 at 6:00 PM

CALENDAR OF EVENTS:

Fall Festival, Saturday, scheduled for October 28

Health Fair, Saturday, November 4, 2023

Thanksgiving Giveaway, Saturday, November 18, 2023 from 6PM to 9PM

Toy Giveaway, Thursday, December 21, 2023, from 11AM to 3PM

17 ADJOURNMENT With no further Town business meeting adjourned at 10:44pm

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will 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.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)

Town of Pembroke Park
Workshop Commission Meeting
September 27, 2023

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



TOWN OF PEMBROKE PARK
Workshop Commission Meeting
Commission Chambers
3150 SW 52 Avenue
Pembroke Park, FL. 33023
Wednesday, October 25, 2023
6:00 PM

Mayor Ashira Mohammed
Vice Mayor Erik Morrisette
Clerk Commissioner William Hodgkins
Acting Clerk Commissioner Musfika Kashem
Commissioner Geoffrey Jacobs

Acting Town Manager Aleem Ghany
Interim Town Attorney Horowitz
Town Clerk Marlen D. Martell

WORKSHOP COMMISSION MEETING MINUTES

1. CALL TO ORDER Vice Mayor called meeting to order at 6:07pm

2. PLEDGE OF ALLEGIANCE Led by Vice Mayor and Commissioners

3. ROLL CALL The meeting was called to order at 6:07 pm by Vice Mayor Morrisette. Present at the meeting were Erik Morrisette, Vice Mayor; Williams Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; Geoffrey Jacobs, Commissioner. Mayor Ashira Mohammed late.

Additional staff in attendance were Aleem Ghany, Public Services Director; Jacobs Horowitz, Interim Town Attorney; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk; Mark Pakula, Information Technology Director; Joseline Ramirez, Chief Code Enforcement Officer; and Ra Shana Dabney-Donovan, Major

4. DELETIONS OR WITHDRAWALS TO THE AGENDA ITEM 15.3 WAS TABLED.

5. PRESENTATIONS

Town of Pembroke Park
Workshop Commission Meeting
October 25, 2023

1. FDOT FM#436903-1/I-95 PD&E from Miami-Dade/Broward County Line to North of Hollywood Blvd

LESLIE WETHERELL GAVE PRESENTATION

6. REPORTS OF COMMITTEES AND TOWN STAFF

1. Fire Department - Chief Kane

CHIEF KANE PRESENTED AND SUBMITTED REPORT FOR COMMISSION REVIEW

7. BUILDING DEPARTMENT - INTERIM BUILDING OFFICIAL PIZZILLO

1. Monthly Report - Building Department

INTERIM BUILDING OFFICIAL PIZZILLO PRESENTED AND SUBMITTED REPORT FOR COMMISSION REVIEW

8. CODE COMPLIANCE - CHIEF CODE COMPLIANCE OFFICER RAMIREZ

1. Code Compliance Dept. Monthly Report for August 2023 and September 2023

CHIEF CODE COMPLIANCE OFFICER JOSELYN RAMIREZ PRESENTED AND SUBMITTED REPORT FOR COMMISSION REVIEW

9. FINANCE DEPARTMENT - CONSULTANT FINANCE DIRECTOR DILENA

1. Audit Update

CONSULTANT FINANCE DIRECTOR DILENA PRESENTED AND SUBMITTED REPORT FOR COMMISSION REVIEW

10. IT DEPARTMENT - IT DIRECTOR PAKULA

1. GIS maintenance agreement.

LINE ITEM

2. Fiber for the Town's infrastructure.

LINE ITEM

3. Axon Camera system for the Police Department

LINE ITEM

11. PLANNING CONSULTANT - MICHAEL VONDER-MEULEN

1. File No: 23-RZ-01
Applicant: BH 2550 LLC/Rachel Streitfeld, Caldera Law
Address: 2550 SW 30th Avenue
Request: Zoning Amendment

ATTORNEY RACHEL STRITFEILD SPOKE ON RECORD.
COMMISSIONER JACOBS REQUESTED THAT ALL UPDATES NEED TO BE SENT
TO ALL FIVE COMMISSIONERS
DIRECTED TOWN ATTORNEY TO REVIEW THE CODE AND INCLUDE ORDINANCE
IF NEEDED
LINE ITEM

12. POLICE DEPARTMENT - CHIEF DABNEY-DONOVAN

1. Monthly Stats - September 2023

CHIEF DABNEY DONOVAN PRESENTED AND SUBMITTED REPORT FOR
COMMISSION REVIEW
CHIEF IS REQUESTING THAT A SIGN BE PLACED ON THE DOOR REGARDING
PEOPLE LOOKING FOR THE POLICE DEPARTMENT OR AN OFFICER DURING
NON-BUSINESS HOURS, ALL WERE IN AGREEMENT.

**13. PUBLIC SERVICES DEPARTMENT - ACTING TOWN MANAGER/PUBLIC
SERVICES DIRECTOR GHANY**

1. Climate Action Plan

ACTING TOWN MANAGER TO FORWARD CLIMATE OF ACTION PLAN TO ALL
COMMISSIONERS.
INTERIM TOWN ATTORNEY TO FORM A RESOLUTION TO BE PRESENTED AT
NEXT MEETING

2. Interim Town Manager Contract and Discussion on Hiring Procedure

COMMISSIONER JACOBS STATED FOR THE RECORD THAT HE IS NOT
RECEIVING EMAILS THAT ALL COMMISSIONERS ARE GETTING.

Town of Pembroke Park
Workshop Commission Meeting
October 25, 2023

ALL COMMISSIONERS WERE IN AGREEMENT TO NOT MOVE FORWARD WITH MR. BELLS AGREEMENT.
DIRECTION WAS GIVEN TO THE ACTING TOWN MANAGER GHANY TO REACH TO THE PREVIOUS CANDIDATES TO SEE IF THEY ARE STILL INTERESTED/ AVAILABLE FOR THE PERMANENT POSITION.
ITEM PLACED AS A LINE ITEM AS DISCUSSION TO ADDRESS THE RECRUITING FOR A PERMANENT TOWN MANAGER.
ACTING TOWN MANAGER TO ADVISE MR. BELL WITH THE STATUS OF THE AGREEMENT.

3. Public Works Warehouse Storage - Lease Agreement

LINE ITEM

4. Holiday Lighting (Discussion)

LINE ITEM

5. Bobcat (Discussion)

ACTING TOWN ATTORNEY GHANY LOOKING TO ADD \$10,000.00 TO GET ACCESSORIES
LINE ITEM

6. RFQ for Town Attorney Consultant

ACTING TOWN MANAGER GHANY TO ISSUE SOLICITATION AND THE INTERIM TOWN ATTORNEY HOROWITZ TO WORK WITH THE ACTING TOWN MANAGER TO FINALIZE RFQ.

MR. BELL SPOKE ON RECORD

7. Kimley-Horn & Associates - vulnerability assessment

IF FDEP APPROVES THE PROCESS THEN THE CCNA CONTRACT WILL BE ON THE NEXT MEETINGS AGENDA.
LINE ITEM

8. Interlocal Agreement Renewal - Unsafe Structures

LINE ITEM

MEETING RECESSED AT 7:44PM

MEETING RESUMED AT 7:55PM

14. TOWN ATTORNEY - INTERIM TOWN ATTORNEY HOROWITZ MAYOR

MOHAMMED ARRIVED AT 7:57PM

VICE MAYOR PASSED THE GAVEL TO MAYOR MOHAMMED AT 7:58PM

1. Bamboo Paradise Ownership update

TOWN ATTORNEY HOROWITZ TO CONTINUE WITH THEIR EFFORTS, AND
ENGAGE IN A SURVEYOR

2. Settlement Agreement

ITEM PLACED ON CONSENT

3. Purchasing Manual

1ST READING SET FOR REGULAR COMMISSION MEETING

15. DISCUSSION

1. Koinonia Veteran's Appreciation Brunch - Clerk Commissioner Hodgkins

THE TOWN AGREED TO LEND THE KOINONIA CHURCH QTY. 5 10X10 TENTS,
INTERIM ATTORNEY HOROWITZ TO CREATE A HOLD HARMLESS AGREEMENT.
ALSO ACTING TOWN MANAGER TO BE SURE THAT THE PERMIT WAS PULLED.
DIRECTION TO REACH OUT TO VALERIE AND CONNECT THEM WITH MAYOR
SCOTT BROOK FOR FUNDING

2. Parks and Recreation Advisory Board - Acting Clerk Commissioner Musfika
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING
CHAPTER 18 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PARKS AND
RECREATION"; SPECIFICALLY CREATING ARTICLE III; TO BE ENTITLED
"PARKS AND RECREATION ADVISORY BOARD;" PROVIDING FOR THE
ESTABLISHMENT OF A PARKS AND RECREATION ADVISORY BOARD;
PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR
DEFINITIONS; PROVIDING FOR DUTIES; PROVIDING FOR CODIFICATION;
PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING
FOR AN EFFECTIVE DATE.**

Town of Pembroke Park
Workshop Commission Meeting
October 25, 2023

1ST READING SCHEDULED FOR NEXT MEETING

3. Food Truck Vendor Ordinance - Mayor Mohammed

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING THE TOWN CODE OF ORDINANCES BY AMENDING CHAPTER 15 ENTITLED "LICENSES AND BUSINESS REGULATIONS;" CREATING ARTICLE IV, TO BE ENTITLED "MOBILE FOOD DISPENSING VEHICLES;" PROVIDING FOR THE REGULATIONS OF MOBILE FOOD VENDORS IN ACCORDANCE SECTION 509.102, FLORIDA STATUTES;** PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ITEM TABLED

4. Youth Advisory Board - Mayor Mohammed

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION"; SPECIFICALLY CREATING ARTICLE XIII; TO BE ENTITLED "YOUTH AFFAIRS ADVISORY BOARD"; PROVIDING FOR THE ESTABLISHMENT OF A YOUTH AFFAIRS ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR DUTIES AND RESPONSIBILITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS;** PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

16. TOWN CLERK COMMENTS NONE

17. ATTORNEY COMMENTS NONE

18. TOWN MANAGER COMMENTS Palm Fons - Staff from Public Works to clean up lot beside Town Hall as a onetime clean up

Acting Town Manager to get price quote for adding a Holding Cell to the police department.

Acting Town Manager to look into Hazard Pay for the sewer department, item to be brought back.

19. COMMISSIONER COMMENTS

1. Commissioner Jacobs - Questioned why there are so many BTR's if The Town only has 313 businesses

Acting Clerk Commissioner Kashem - She stated that if there were any concerns regarding the parks, to please talk to her

Clerk Commissioner Hodgkins - none

Town of Pembroke Park
Workshop Commission Meeting
October 25, 2023

Vice Mayor Morrisette - none
Mayor Mohammed -

20. ANNOUNCEMENTS

1. Regular Commission Meeting, Wednesday, November 8th at 7:00 PM
Special Magistrate Hearing, Wednesday, November 15th at 9:00 AM
Workshop Commission Meeting, **Monday, November 27 at 6:00 PM**

CALENDAR OF EVENTS:

Fall Festival, Saturday, scheduled for October 28, 2023 4:00 PM to 7:00 PM
Food Drive, Saturday, November 4, 2023
Health Fair, Saturday, November 4, 2023 from 10:00 AM to 2:00 PM
Thanksgiving Giveaway, Saturday, November 18, 2023 from 9:00 AM to 1:00 PM
Toy Giveaway, Thursday, December 21, 2023, from 5:00 PM to 8:00 PM

21. ADJOURNMENT With no further Town business meeting adjourned at 8:48pm

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will 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.

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DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

Town of Pembroke Park
Workshop Commission Meeting
October 25, 2023



TOWN OF PEMBROKE PARK

3150 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 - Fax (954)966-5186

REGULAR COMMISSION MEETING MINUTES Wednesday, November 8, 2023 at 7:00 PM

Mayor Ashira Mohammed
Vice Mayor Erik Morrisette
Clerk Commissioner William Hodgkins
Acting Clerk Commissioner Kashem
Commissioner Geoffrey Jacobs

Acting Town Manager Aleem Ghany
Interim Town Attorney Horowitz
Town Clerk Marlen D. Martell

1 CALL TO ORDER MEETING CALLED TO ORDER AT 7:08PM

2 PLEDGE OF ALLEGIANCE LED BY MAYOR AND COMMISSIONERS

3 ROLL CALL The meeting was called to order at 7:08 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Clerk Commissioner Hodgkins absent, excused.

Additional staff in attendance were Aleem Ghany, Acting Town Manager & Public Services Director; Jacobs Horowitz, Interim Town Attorney; Marlen Martell, Town Clerk; Joseline Ramirez, Chief Code Enforcement Officer; Mark Pakula, Information Technology Director; Suzi Reutlinger, Assistant to Town Clerk; and Ra Shana Dabney-Donovan, Police Chief

4 DELETIONS OR WITHDRAWALS TO THE AGENDA 11.2 WAS MOVED TO THE NEXT COMMISSION MEETING

MOTION TO ADOPT THE AMENDED AGENDA MADE BY VICE MAYOR MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER KASHEM, MOTION PASSES 4-0

5 PRESENTATIONS / PROCLAMATIONS

Town of Pembroke Park
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1. Police Commendations - Chief Dabney-Donovan

OFFICER BROWER, OFFICER RAVAL, OFFICER RIMMER AND VALASQUEZ WERE GIVEN CERTIFICATE OF COMMENDATIONS.

2. National American Heritage

PROCLAMATION READ BY TITLE ONLY

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

GEOFFREY JACOBS SPOKE ON RECORD

GAVEL PASSED TO THE VICE MAYOR

GAVEL PASSED BACK TO THE MAYOR

ANGELA JACOBS SPOKE ON RECORD

JOHN DANIEL LAZAR SPOKE ON RECORD

7 CONSENT AGENDA MOTION TO APPROVE THE CONSENT AGENDA AS IS MADE BY VICE MAYOR MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER KASHEM. MOTION PASSES 4-0

1. Approval of Meeting Minutes - Town Clerk Martell

10 11 2023 REGULAR COMMISSION MEETING

2. Settlement Agreement

3. Climate Action Plan

4. Fiber for the Town's infrastructure.

5. Axon Camera system for the Police Department

6. Public Works Warehouse Storage - Lease Agreement

7. Holiday Lighting (Discussion)

8. Bobcat (Discussion)

9. Kimley-Horn & Associates - vulnerability assessment

10. Interlocal Agreement Renewal - Unsafe Structures

11. GIS maintenance agreement.

12. RFQ for Town Attorney Consultant

8 RESOLUTIONS

1. Purchasing Manual

MOTION TO APPROVE 2023-025

MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.

9 ORDINANCES

1. Travel Policy Ordinance - Acting Town Manager/Public Services Director Ghany, Interim Town Attorney Horowitz

ORDINANCE NO. 2023-014

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 2 ENTITLED "ADMINISTRATION," BY CREATING ARTICLE XII OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "TRAVEL REIMBURSEMENT POLICIES AND PROCEDURES;" PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MAYOR OPENED THE FLOOR FOR PUBLIC COMMENT
NONE

MAYOR BROUGHT BACK BEFORE THE COMMISSION
MOTION TO APPROVE 2023-014

MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.

2ND READING DECEMBER 13, 2023

2. Parks and Recreation Advisory Board - Acting Clerk Commissioner Musfika

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 18 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PARKS AND RECREATION"; SPECIFICALLY CREATING ARTICLE III; TO BE ENTITLED "PARKS AND RECREATION ADVISORY BOARD;" PROVIDING FOR THE ESTABLISHMENT OF A PARKS AND RECREATION ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR

DEFINITIONS; PROVIDING FOR DUTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MAYOR OPENED THE FLOOR FOR PUBLIC COMMENT
NONE

MAYOR BROUGHT BACK BEFORE THE COMMISSION

2ND READING SCHEDULED FOR NEXT MEETING

MOTION TO APPROVE THE PARKS & RECREATION BOARD

MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.

2ND READING DECEMBER 13, 2023

3. Youth Advisory Board - Mayor Mohammed

ORDINANCE NO. 2023-016

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION"; SPECIFICALLY CREATING ARTICLE XIII; TO BE ENTITLED "YOUTH AFFAIRS ADVISORY BOARD"; PROVIDING FOR THE ESTABLISHMENT OF A YOUTH AFFAIRS ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR DUTIES AND RESPONSIBILITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MAYOR OPENED THE FLOOR FOR PUBLIC COMMENT
NONE

MAYOR BROUGHT BACK BEFORE THE COMMISSION

DANIEL LAZAR SPOKE ON RECORD

MARK YOUNG SPOKE ON RECORD

2ND READING DECEMBER 13, 2023

MOTION TO APPROVE YOUTH AFFAIRS AND ADVISORY BOARD

MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 3-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

2ND READING DECEMBER 13, 2023

RECESS CALLED DUE TO A COMPLAINT MADE BY COMMISSIONER JACOBS

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RECESSED CALLED AT 8:14PM
MEETING RESUMED AT 8:36PM

4. File No: 23-RZ-01
Applicant: BH 2550 LLC/Rachel Streitfeld, Caldera Law
Address: 2550 SW 30th Avenue
Request: Zoning Amendment

ATTORNEY RACHEL STREITFEILD SPOKE ON RECORD.
FLOOR WAS OPENED FOR PUBLIC COMMENT
NONE
FLOOR WAS CLOSED FOR PUBLIC COMMENT
ATTORNEY WILL BRING BACK RESOLUTION
2ND READING IS SCHEDULED FOR DECEMBER 13, 2023

MOTION TO APPROVED RESOLUTION 2023-017
**MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED
BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.**

ATTORNEY WILL BRING BACK RESOLUTION
2ND READING IS SCHEDULED FOR DECEMBER 17, 2023

CHIEF DABNEY-DONOVAN STATED THAT THERE WAS A 911 CALL MADE TO
BSO
MEETING RECESSED AT 8:11PM
MEETING RESUMED AT 8:36PM

10 NEW BUSINESS

1. HR outsourcing RFQ or Letter of Intent - Mayor Mohammed
MOTION TO DIRECT THE ATTORNEY TO WRITE A LETTER OF INTENT OR AN
RFQ
**MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED
BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.**

11 OLD BUSINESS

1. Park Lake Gates - Acting Town Manager/Public Services Director Ghany
MOTION TO APPROVE AGREEMENT WITH 10 YEAR AND THE OPTION TO
RENEW FOR ANOTHER 10 YEARS AS STATED
**MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED
BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.**

2. B-1 Business District - Planning Consultant Vonder Meulen

ORDINANCE NO. 2023-013

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 28 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ZONING;" AMENDING ARTICLE III, ENTITLED "DISTRICT REGULATIONS" BY AMENDING DIVISION 5, ENTITLED "B-1 BUSINESS DISTRICT"; AMENDING SECTION 28-187.01 ENTITLED "SPECIAL EXCEPTION DESIGNATION;" PROVIDING FOR NEW REQUIREMENTS FOR MIXED USE RESIDENTIAL DEVELOPMENTS; AMENDING SECTION 28-194.1, ENTITLED "MIXED USE RESIDENTIAL DEVELOPMENTS;" MODIFYING THE MINIMUM DEVELOPMENT CRITERIA FOR MIXED-USE RESIDENTIAL USES IN THE B-1 BUSINESS DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

ITEM REMOVED

3. Executive Recruiter - Mayor Mohammed

MOTION TO RETAIN RENEE NARLOCH FOR THE EXECUTIVE RECRUITMENT
MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-0.

12 DISCUSSION

1. Food Truck Vendor Ordinance - Mayor Mohammed

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING THE TOWN CODE OF ORDINANCES BY AMENDING CHAPTER 15 ENTITLED "LICENSES AND BUSINESS REGULATIONS;" CREATING ARTICLE IV, TO BE ENTITLED "MOBILE FOOD DISPENSING VEHICLES;" PROVIDING FOR THE REGULATIONS OF MOBILE FOOD VENDORS IN ACCORDANCE SECTION 509.102, FLORIDA STATUTES;** PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ITEM FORWARDED TO THE FIRST READING ON DECEMBER 13, 2023

2. Early discussion items for the November 27, Workshop Commission Meeting - Mayor Mohammed

Walk Program for employees and residents

Aden Life Saving Ring

Food Purchasing Policy

ITEMS TO BE FOLLOWED UP ON

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3. Training for Commissioners and Planning & Zoning Board members on fundamental planning - Mayor Mohammed

ITEM TO BE FOLLOWED UP ON

4. WBE/MBE component to purchasing - Mayor Mohammed

INTERIM TOWN ATTORNEY TO PROVIDE RESOLUTION

5. Public Information Officer - Mayor Mohammed

DISCUSSION POSSIBLE VOTE OR DIRECTIVE

6. Washington, D.C - FAST Fly-in Update - Commissioner Jacobs

I had the privilege of representing our community in Washington, D.C., alongside nearly 50 city leaders from across Florida. We convened under the banner of the Federal Action Strike Team (FAST) Fly-In to engage with our state's congressional delegation on pivotal issues affecting our municipalities, such as Pembroke Park.

FAST Fly-In serves as a crucial platform for fostering collaborative relationships between local, state, and federal governments. FLC President and Cooper City Mayor, Greg Ross, encapsulated this well: "The event has fortified our collective foundation, enabling us to build a stronger Florida. We are grateful for the active participation of our congressional representatives."

During our time in D.C., we voiced strong opposition to HR 3557, the American Broadband Deployment Act of 2023, which threatens local governance over public land and telecommunications infrastructure. We also pressed for the long-term reauthorization of the National Flood Insurance Program and sought to streamline the federal grants process.

Our focus also extended to finding enduring solutions for soil and water contamination by PFAS, along with advocating for federal liability protections for our cities.

FAST Chair and City of Parkland Commissioner, Bob Mayersohn, summarized the impact of our trip: "The political climate notwithstanding, our unity was palpable. It was evident that our advocacy resonated with our congressional leaders on issues critically affecting our cities."

Prior to visiting Capitol Hill, we were briefed by the FLC and National League of Cities' federal advocacy teams. The delegation also had the honor of meeting with Senators Marco Rubio and Rick Scott.

The value of this advocacy mission cannot be overstated, as we stood united in amplifying the needs and concerns of Florida's municipalities.

13 ATTORNEY REPORTS NONE

14 TOWN MANAGER REPORTS HPMPG GRANT, ROOF IS COMPLETED
RECEIVED A 1 YEAR EXTENSION ON THE GENERATOR GRANT
GEOSCAD A GRANT IN COMMUNICATION WITH THE HFTE
POLICE BUILD OUT, JUST WAITING FOR FINAL COST ON THE HOLDING CELLS
COMPLAINT RECEIVED REGARDING UTILITY LINES ON PEMBROKE ROAD WAS
COMMUNICATED TO FPL AND COMCAST
CIRCLE OF HONOR FURTHER DIRECTION IS NEEDED, NEED TO GET UPDATED
QUOTES FOR REPAIRS AND UPDATE THE PLACARDS
TREES THAT WERE DEDICATED NEED TO BE REPLACED WHERE PLACARDS
ARE AND NO TREES BEHIND THEM
SANITARY SEWER CALLS HAVE INCREASED TO 6 TO 7 CALLS A DAY
ED HELMS COMPANY STARTED THE DESIGN FOR THE HVAC SYSTEM
SURVEYOR COST FOR BAMBOO PARADISE WAS \$15,000.00

MOTION TO SKIP INTERIM TOWN MANGER AND LOOK FOR PERMANENT TOWN
MANAGER MADE BY VICE MAYOR MORRISSETTE, SECONDED BY ACTING
CLERK COMMISSIONER KASHEM, MOTION PASSED 3-1, COMMISSIONER
JACOBS OPPOSED.

15 COMMISSION REPORTS COMMISSIONER JACOBS STATED THAT A NEW
BUILDING OFFICIAL IS NEEDED AND THAT THE TOWN CLERK SHOULD BE
SUSPENDED PENDING FURTHER INVESTIGATION WITHOUT PAY
ACTING CLERK COMMISSIONER KASHEM QUESTIONED WORK BEING DONE
INSIDE HIS HOUSE.
CLERK TO SUBMIT PICTURES TO ACTING CLERK COMMISSIONER KASHEM.
SHE ALSO COMMENDED ALL STAFF IN SUCCESSFUL EVENTS.
VICE MAYOR MORRISSETTE STATED THAT THE EVENTS HAVE BEEN
SUCCESSFUL. ANONYMOUS LETTER READ INTO THE RECORD.
MAYOR MOHAMMED STATED HER HAPPINESS WITH HOW THE EVENTS HAVE
BEEN TURNING OUT. DIRECTION WAS GIVEN TO ALL EMPLOYEES THAT
WORKED ON THE EVENTS TO RECEIVE A COMP TIME, HOUR PER HOUR.
AFTER THE HOLIDAY PARTY ALL EMPLOYEES CAN LEAVE.
MAYOR MOHAMMED ACKNOWLEDGED ALL VENDORS THAT CAME TO THE
HEALTH FAIR.
MAYOR MOHAMMED STATED THAT SHE WOULD LIKE TO BRING SERVICES IN
HOUSE. AGREEMENT WAS MET TO BRING BACK THE TOWN PLANNER
POSITION.

FINANCE AUDIT FOR THE BUILDING DEPARTMENT IS NEEDED, TOWN ATTORNEY TO HAVE DISCUSSION WITH ACTING TOWN MANAGER FOR SOLICITATION.

ACTING BUILDING OFFICIAL PIZZILLO TO PROVIDE BUILDING FEES TO THE NEXT WORKSHOP.

MAYOR MOHAMMED WANTING TO KNOW WHAT HAS BEEN HAPPENING IN THE BUILDING DEPARTMENT FOR THE PAST 3 YEARS.

MAYOR MOHAMMED STATED FOR THE RECORD THAT ALL NEGATIVE STATEMENTS PLEASE STOP AND THAT THIS IS A DISSERVICE TO THE COMMUNITY AND RESIDENTS AND STATED THAT COMMISSIONER JACOBS NEEDS TO STOP AND SEEK PROFESSIONAL HELP. SHE WOULD LIKE TO MOVE THIS TOWN FORWARD AND MAKE THIS A BETTER PLACE.

16 ANNOUNCEMENTS

1. Special Magistrate Hearing, Wednesday, November 15th 2023 at 9:00 AM

Workshop Commission Meeting, **Monday, November 27, 2023 at 6:00 PM**

Regular Commission Meeting, Wednesday, December 13, 2023 at 7:00 PM

Workshop Commission Meeting, Wednesday, January 3, 2023 at 6:00 PM

Regular Commission Meeting, Wednesday, January 10, 2023 at 7:00 PM

CALENDAR OF EVENTS:

Thanksgiving Giveaway, Saturday, November 18, 2023 from 9:00 AM to 1:00 PM

Toy Giveaway, Thursday, December 21, 2023, from 5:00 PM to 8:00 PM

17 ADJOURNMENT WITH NO FURTHER BUSINESS MEETING ADJOURNED AT 9:49PM

Commission Approved:_____

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will 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.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (td).

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DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



TOWN OF PEMBROKE PARK

Workshop Commission
Meeting

Commission Chambers

3150 SW 52 Avenue

Pembroke Park, FL. 33023

Monday, November 27, 2023

6:00 PM

Mayor Ashira Mohammed

Vice Mayor Erik Morrisette

Clerk Commissioner William Hodgkins

Acting Clerk Commissioner Musfika Kashem

Commissioner Geoffrey Jacobs

Acting Town Manager Aleem Ghany

Int. Town Attorney

Town Clerk Marlen D. Martell

CANCELLED WORKSHOP COMMISSION MEETING MINUTES

The meeting was called to order at 6:12 pm by Vice Mayor Morrisette. Present at the meeting were Erik Morrisette, Vice Mayor; and Williams Hodgkins, Clerk Commissioner. The meeting was cancelled at 6:12 PM due to lack of quorum.

Ashira Mohammed, Mayor; Musfika Kashem, Acting Clerk Commissioner absent excused; and Geoffrey Jacobs, Commissioner absent unexcused.

Additional staff in attendance were Aleem Ghany, Public Services Director; Jacobs Horowitz, Interim Town Attorney; Marlen Martell, Town Clerk; Mark Pakula, Information Technology Director; Joseline Ramirez, Chief Code Enforcement Officer; and Ra Shana Dabney-Donovan, Police Chief, Steve Pizzillo, Acting Building Official; David DiLena, Acting Finance Director; and Charline Petit-Beau, Receptionist.

20 ADJOURNMENT:

The meeting was cancelled at 6:12 PM due to lack of quorum.

Town of Pembroke Park
Workshop Commission Meeting
November 27, 2023

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will 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.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

AGENDA ITEM REPORT



To:

Subject: Cost for updated drawings from Calvin, Giordano & Associates for the Police buildout.

Meeting: 12 13 2023 DRAFT REGULAR COMMISSION MEETING - Dec 13 2023

Department: Police Department

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is to update the drawings and to SOW for the Police buildout. Mainly regarding the Holding Cells.

FINANCIAL IMPACT:

The cost is \$22,505.00 for the work. I would ask not to exceed \$24,000.00

RECOMMENDATION:

Approve the work.

ATTACHMENTS:

[21-5612.3 TOPP Police Built-out Renovation_signed](#)

**Memorandum of Understanding
For Engineering Services
for the Police Department Build-out and
Air Conditioning Re-design
Town of Pembroke Park**

Project: Police Department Build-out
Renovation

Date: October 24, 2023

Project Number: 21-5612.5 (ASA)

In response to the Town of Pembroke Park's (TOWN) request, Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit this Memorandum of Understanding (MOU) to identify the overall project scope and to outline the scope of professional services and associated fees for Police Department Build-out (PD) for additional engineering services for the interior renovation of the PD at the Town Hall.

The scope of work proposed under this MOU shall generally include Town requested changes to the original PD scope of work to bring the Entrance Lobby back to the original conditions, modify the front desk and office adjacent to lobby, and the conversion of the two showers into holding cells. The additional scope of work includes design, construction documents, inspection, and project close out as indicated in the 2020 Florida Building Code (7th Edition) and permitting agencies for the PD area only. Construction documents for the first-floor existing areas, IT room, generator, or any other Town Hall areas besides the PD build-out are not included.

PROJECT SCOPE

The anticipated scope of work shall include the following:

1. Revise the architectural plans and provide required details for the Police Department Build-out (PD) area modifications within the scope of work listed. Other areas of the building are not part of the scope of work
2. Revise the existing air conditioning and exhaust systems for the Police Department Build-out (PD) revisions within the scope of work listed. Other areas of the building are not part of the scope of work.
3. Revise the existing plumbing systems for the Police Department Build-out (PD) area revisions within the scope of work listed. Other areas of the building are not part of the scope of work.
4. Revise the existing electrical and fire alarm systems for the Police Department Build-out (PD) area revisions within the scope of work listed. Other areas of the building are not part of the scope of work.

SCOPE OF PROFESSIONAL SERVICES

CGA shall execute Professional Services Agreements (PSA's) with Saltz Michelson Architect (SMA) to assist with the interior architectural, air conditioning, and plumbing redesign for the Police Department build-out revisions during construction. CGA understands that time is of the essence, and, consequently, shall make every effort to perform this work in an expeditious manner, whenever possible. The Scope of Professional Services to be provided under this MOU and the associated fees are detailed below.

Task 1 – Data Collection

CGA shall perform the due diligence to obtain the required information to complete the evaluation and design. These services shall include:

1. Meeting with TOWN to verify scope of work.
2. Conduct a visual condition assessment of the under-construction PD and compare with permitted PD Built-out documents.

Task 2 – Preparation and Development of Revised Police Department Build-out Plans and Specifications – 90% Design Documents

CGA will prepare demolition and revised 90% mechanical plans and draft technical specifications for the PD. The services under this task will include:

1. Revised construction document plans for the Project. Drawings will be prepared in AutoCAD format using 24x36 format. The design will incorporate applicable CGA and TOWN standards whenever possible. All drawing submittals will be provided in digital (.pdf) format.
2. Attendance at a meeting with the TOWN to review and discuss the documents.
3. Upon approval of this task's documents from the TOWN's, CGA will start the 100% Design task as outlined below. It is assumed that the TOWN will provide review comments within five (5) working days of receiving the 90% submittal.
4. All work shall be in accordance with all currently applicable local, state, and federal rules and regulations, and design standards including, but not limited to: TOWN, USEPA, OSHA, NEC, IC and NFPA.

Task 3 – Preparation and Development of Final Design – 100% Design Documents

CGA will prepare revised 100% construction documents plans and technical specifications on plans for the Police Department Built-out as part of the Project. The services under this task will include:

1. Incorporate TOWN comments from 90% design documents. Provide the Revised Construction Documents for the Project. All drawing submittals will be provided in both hardcopy (24" x36") and digital (.pdf) formats.
2. Incorporation of the building department comments into the plans for the Project as required.
3. All work shall be in accordance with all currently applicable local, state and federal rules, regulations and design standards including, but not limited to: CITY, USEPA, OSHA, NEC, IC and NFPA.

Task 4 – Construction Phase Services

1. Review of shop drawings and contractor RFI's related to the modifications during construction to the PD Build-out.
2. Review of contractor pay applications against completed work.

Assumptions:

- All permitting fees shall be paid by the TOWN or contractor.
- These services are based on assumed improvements based on current conditions. If additional improvements are needed and not included in the scope of work, an additional services proposal will be required.
- CGA will provide project management as part of the scope of work.
- CGA will provide Design Team coordination to assure the project progresses on schedule. This includes internal progress meetings; coordination with sub-consultants and CGA staff; coordination with the TOWN; budget control and invoice processing; responding to TOWN comments; provide supporting documentation for design and permitting; and quality control review of design; overall coordination to keep the Owner aware of the project's progress, budget, schedule and critical design decisions.
- Proposed plans for the inside of the building are limited to the north half of the first floor within PD build-out. No other interior improvement analysis or plans are included.
- Access to the site will be provided by the TOWN.

Services not included on this MOU:

- Geotechnical Investigation
- Utility Coordination or Subsurface Utility Exploration
- Test and Balance Report.
- Other engineering services not listed within the scope of work.

FEES

The lump sum fee for the subject professional basic services is **\$22,505.00**.

AUTHORIZATION

**Kindly sign and return this authorization at your earliest convenience.
Calvin, Giordano & Associates, Inc. will
proceed upon receipt of authorization.**

Approved by: **Jenna Martinetti**  Digitally signed by Jenna Martinetti
Date: 2023.10.25 10:56:10 -04'00' Date: _____
Jenna Martinetti, PE
Engineering Director

Approved by: _____ Date: _____
Aleem A Ghany, PE, CFM
Public Services Director

AGENDA ITEM REPORT



To: IT Department
Subject: Approval for FLGISA Winter Convention
Meeting: 11 27 2023 WORKSHOP COMMISSION MEETING - Nov 27 2023
Department: IT
Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is my IT Directors convention for the state of FL. January 29th to February 1st

FINANCIAL IMPACT:

This is a budgeted item \$1,500.00

RECOMMENDATION:

Approve Item

	Status:
Aleem Ghany, Public Services Director	Approved - Nov 17 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Nov 17 2023
Christian Noel, Accounts Payable	Approved - Nov 21 2023
Marlen Martell, Town Clerk	Approved - Nov 21 2023

AGENDA ITEM REPORT



To: IT Department
Subject: Upgrade Storage for Town Servers
Meeting: 11 27 2023 WORKSHOP COMMISSION MEETING - Nov 27 2023
Department: IT
Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

Provide more storage space for the town.

FINANCIAL IMPACT:

This is a budgeted item. \$25,611.12

This is the State contract from Dell that the drives are being purchased from. Contract No.: 43211500-WSCA-15-ACS

RECOMMENDATION:

Approve Purchase

ATTACHMENTS:

[8468_CQ_DellDrives_TPP_FlaglerTechnologies_10.25.23](#)

	Status:
Christian Noel, Accounts Payable	Approved - Nov 16 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Nov 17 2023
Aleem Ghany, Public Services Director	Pending
Marlen Martell, Town Clerk	None



Town of Pembroke Park- Additional Drives

Quote #008436 v1

Prepared For:

Town of Pembroke Park

Mark Pakula
3150 Southwest 52nd Avenue
Pembroke Park, FL 33023

P: (954) 966-4600
E: mpakula@townofpembrokepark.com

Prepared by:

Flagler Technologies, LLC

Haley Minatel
5295 Town Center Rd
Suite 201
Boca Raton, FL 33486

P: (574) 360-8023
E: haley.minatel@flagler.io

Date Issued:

10.26.2023

Expires:

11.24.2023

Hardware

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
		Contract No.: 43211500-WSCA-15-ACS		
12	345-BBXH	Dell 1.92TB SSD SAS Read Intensive 12Gbps 512e 2.5	\$2,134.26	\$25,611.12
			Subtotal:	\$25,611.12

Quote Summary	Amount
Hardware	\$25,611.12
Total:	\$25,611.12

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

AGENDA ITEM REPORT



To: IT Department
Subject: ClearPoint Strategy software
Meeting: 11 27 2023 WORKSHOP COMMISSION MEETING - Nov 27 2023
Department: IT
Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

I found out about this software on Wednesday, November 15th, 2023. This is a house-cleaning item

FINANCIAL IMPACT:

This is not a budgeted item. And there already is a fully executed contract **\$17,001.00**

RECOMMENDATION:

Approve Since the Contract is already signed..

ATTACHMENTS:

[INV-4049](#)

[2023 - New Business - Town of Pembroke Park 6-30-2023 \(2\)](#)

[IT Ascendant Strategy Managment Group DBA Clearpoint Strategy \(1\)](#)

[IT Sole Proprietor Justification 2022-04-27](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Nov 17 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Nov 17 2023
Christian Noel, Accounts Payable	Pending
Marlen Martell, Town Clerk	None

**Ascendant Strategy Management Group
LLC**

PO Box 830949 Dept 4257
Birmingham, AL 35283 US
(866) 568-0590
accounting@ascendantsmg.com



INVOICE

BILL TO

Roy Brown
Town of Pembroke Park, FL
3150 SW 52nd Ave.
Pembroke Park, FL 33023
US

INVOICE # 4049

DATE 07/03/2023

DUE DATE 08/02/2023

TERMS Net 30

ACTIVITY	AMOUNT
2023 Unlimited 100	17,001.00
2023 Unlimited 100, 1 @ USD 17,001.00	

6/30/2023-6/29/2024

BALANCE DUE

USD 17,001.00

PLEASE NOTE NEW EFT/ACH Instructions:

Bank Name: FIRST HORIZON BANK

SWIFT Code: FTBMUS44

ABA/RTN: 084000026

Receiver: Ascendant Strategy Management Group

Account Number: 20002188570

Page 2 of 78 Payment by credit card available with a 5% convenience fee

Proposal

for Town of Pembroke Park

Prepared for

Roy Brown
Town of Pembroke Park

Prepared by

Sam Visser
ClearPoint Strategy



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Trusted and Proven

Pricing Overview

Safe and Secure

Sign Here to Subscribe



A Customized Solution

Roy,

Thank you for your time and for considering ClearPoint! I have enjoyed learning about Town of Pembroke Park & your requirements for this project and am confident that we have the best solution for your needs.

Before diving into pricing, here is a brief summary of the project goals we discussed:

- Automating your reporting process to cut down on manual work and rework
- Simplifying data collection from both people and systems
- Unlocking data that exist in silos across the organization
- Aligning your projects, goals, and metrics
- Saving time & increase productivity
- Getting to a "single version of the truth" for all management reports
- Showing clear alignment between projects & strategy
- Building reports that show insights, not just data
- Creating tailored reports based on audience from the same data source

Thanks!

Sam

The ClearPoint Difference



ClearPoint Strategy helps leading organizations around the world automate up to 70% of their manual their strategy reporting process. Only ClearPoint integrates and automates on-premise, SaaS, and manual reporting to save you time and money.

With ClearPoint, organizations can automate their reporting process and eliminate the need for manual data collection and formatting reports. The easy to use interface makes creating dashboards, reports, scorecards and more easy for any end user, regardless of their technical expertise.

Combined with an Award-Winning Customer Success team that is expert in both performance management and technology, you have a partner in ClearPoint Strategy that will help you drive breakthrough results.

Trusted and Proven

Hundreds of companies from around the world choose ClearPoint to power their management reporting. We pride ourselves on building a great product that is backed up by a award-winning Customer Success team.

Award-Winning Strategy Execution and Reporting Software



Winning awards from Mid-Market to Enterprise, and Implementation through Support, ClearPoint continues to dominate the Strategy Execution category of G2.

These awards are entirely based on customer feedback and experience.

Service and Support That Go Above and Beyond

Your process is always changing and improving, and our partnership will too. ClearPoint will support you every step of the way.



Pricing Overview

The pricing below is for a 12 month ClearPoint subscription, starting on 2023-06-30. Access to ClearPoint will begin on the day of contract execution. This pricing is valid until 2023-07-08. Prices are in USD. The pricing below is for the first 12 months of the annual recurring subscription fees plus any one time costs.

Annual Fees

Name	Category	Unit Price	Total Discount
2023 Unlimited 100 This Unlimited Plan is for local governments and has access to all features of ClearPoint. This plan includes unlimited users with unlimited support through email and our support center. One designated Administrator also has Premium Support, which includes phone and live in-app messaging with our award-winning support team. As part of your included onboarding, you'll work directly with an Implementation Specialist during guided calls to get started, and they will provide an Excel template for you to populate that our team will load into ClearPoint to provide setup for your organization. During your first 90 days, our Implementation Team can provide a ½ day of training and build up to 5 key reports and 3 Briefing Books for your organization. You will also be able to select from a variety of templates for your public-facing dashboard.	Recurring	\$22,500.00	-\$5,499.00
Total			\$17,001.00

Price discounted to \$17,001 if signed in June of 2023.

Safe and Secure

Your security is a top priority at ClearPoint. Your business documents contain information that only you and your employees need to see, and we intend to keep it that way. Every day we ensure that our security is parallel with industry standards and compliance.

Amazon Web Services



ClearPoint was designed from the ground up to ensure the safety and security of your important data. Our servers live in secure Amazon Web Services (AWS) locations in Ohio and Oregon, allowing both redundancy and failover capability from both coasts. The ClearPoint network at AWS is not interconnected with the company network, and all admin access is over a two-factor VPN.

Proactive Monitoring & Testing

Our servers are monitored for any emerging security threats nightly, and scanned monthly for all known threats. In addition, we perform a third-party penetration test twice annually to ensure there are no surfaces for attack or data leakage.



SOC 2 Type 2 Certification

ClearPoint has met and maintains the stringent security requirements set forth by the AICPA and CICA for Service Organization Control (SOC) 2, Type 2 certification. This certification demonstrates that an independent accounting and auditing firm has reviewed and examined ClearPoint's control objectives and activities and tested those controls to ensure that they are operating effectively.

Sign Here to Subscribe

By signing below, I hereby acknowledge I am authorized to enter into this contract and that I have read this Proposal and understand and agree to the terms and conditions of the ClearPoint End User License agreement.

Customer Primary Contact

Roy Brown
9549664600
rbrown@tppfl.gov

Customer Billing Contact

Roy Brown
9549664600
rbrown@tppfl.gov

Accepted By (Customer)

Roy Brown

Accepted Date

2023-06-30

Subscription Terms

One time fees are due upon execution of this agreement, paid net-30. The one-time fees will be held as a credit that will be drawn down over the first 6 months of this agreement when used. Annual Recurring Fees will be invoiced in accordance with the Subscription Start Date, paid net-30.

The Initial Term of this Agreement is 12 months.

Thereafter, this Agreement will automatically renew for successive periods of 12 months. Renewal costs may escalate up to 5%. If you cancel ninety (90) days prior to an upcoming renewal date, you will not be charged on the following renewal date and henceforth.

ClearPoint reserves the right to charge Late Fees on any outstanding payments of 30 days or more. Late fees will be the lesser of (1) 1.5% per month or (2) the maximum allowed by law.

Payment Instructions

By Check

ClearPoint Strategy
75 Arlington Street, 5th Floor
Boston, MA 02116

EFT/ACH Instructions

Bank Name: First Horizon Bank
SWIFT Code: FTBMUS44
ABA/RTN: 084000026
Account Number: 20002188570

Credit Card

Payment by credit card available with a 5% convenience fee

ClearPoint Strategy

Page 10 of 78

1911 N. Fort Myer Drive #1100, Arlington, VA 22209
866-568-0590 | svisser@clearpointstrategy.com

Proposal for Town of
Pembroke Park

Signature Certificate

Reference number: HCGUW-WEF96-NDQEU-EXDRN

Signer

Timestamp

Signature

Roy Brown

Email: rbrown@tppfl.gov

Shared via link

Sent:

Viewed:

Signed:

08 Jun 2023 18:33:54 UTC

30 Jun 2023 15:37:19 UTC

30 Jun 2023 15:44:43 UTC

Roy Brown

IP address: 50.233.36.214

Location: Hollywood, United States

Document completed by all parties on:

30 Jun 2023 15:44:43 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.



[Client]

ClearPoint Community Dashboard Agreement

Ascendant Strategy Management Group is committed to helping [Client] configure a public facing dashboard to showcase its key measures that can be found in ClearPoint. This document describes the buildout and signoff process for a new community dashboard. There are four steps at which signoff is required from your organization. This will ensure that neither our team nor yours is surprised by large changes at later steps in the process, which increase the scope of the project.

Project Phases

This section of the document describes the project phases, including the work completed, estimated time, and the areas to consider when signing off.

Static Mockups and Additional Features (1-2 weeks elapsed time)

Static Mockups

During this phase of the project, ClearPoint will send a PowerPoint that has a variety of dashboard options. You will be able to choose the components of the dashboard design based on those options.

Using this information, ClearPoint will mock up a landing page, mid-level page, and measure detail page in a static format for the client to review. These will be shared in PowerPoint unless the client requests a Marvel link with limited clickable hotspots. The client will then make revisions to the initial designs and return them to ClearPoint for correction until a design direction is agreed upon.

The time estimate above is based on 3-4 rounds of revisions. The client will need to sign off on the mockups before moving forward with the next phase.

The purpose of signing off on static mockups is to approve the general direction of the dashboard's design and structure. Therefore, signoff indicates approval on the following aspects of the dashboard:

- Header and footer (whether they will be used, color scheme)
- Background (general page structure, color/image scheme)
- Placement of images on page

- Content structure
 - E.g., we will have these specific goals on main page, which will lead to mid-level pages displaying between x and y number of measures, which you can then click on to see measure detail pages
 - Whether or not you will display data tables, as they are not mobile responsive.
- Main page: Structure of goals (slider vs. icons vs. table format, etc.)
- Mid-level page: Structure of measure information (table format vs. boxes vs. list, etc.)
- Measure detail page: Structure of detailed information (tabs vs. accordion vs. paragraph)

Additional Features

Additional features are the features of the dashboard that do not come directly from ClearPoint. This might include the following:

- Google Translation widget
- Subscription or other email forms
- Additional pages (e.g. “About”, “Summary”, “Feedback”, etc.)
- Status legend/key
- Google Analytics tracking
- Custom page animations or other display elements requiring extensive CSS or JavaScript

The time estimate above incorporates any additional time required for any research ClearPoint would need to do on the capabilities and widgets available in WordPress for the additional features requested, as well as any additional static mockups required. Depending on the complexity of any additional coding required for animated display elements, ClearPoint may adjust the time scoped in the proposal.

Signing off on additional features indicates that no additional features or pages will be requested.

WordPress Mockups (2-3 weeks)

During this phase, ClearPoint will take the mockups agreed upon in static form and configure them in a clickable, tablet- and mobile-responsive format in WordPress. The client will then have the opportunity to review and revise the mockups. The time estimate above is based on 3 rounds of revisions once the pages are created in WordPress, assuming no changes to the aspects of the dashboard that were already signed off on during the Static Mockup phase.

Signing off on the WordPress mockups is very important as these mockups will become the page templates used to build out the rest of the dashboard. Once signoff is received on the mockups, ClearPoint will begin building out the rest of the dashboard with these templates, meaning that any additional changes will need to be made to several (if not all) webpages, which could cause changes to the scope of the project.

Signoff indicates approval on the following aspects of the dashboard:

- Header & footer
 - Formatting: background color, borders, images & logos (placement & size), font, text size & color, menu placement
 - Content: menu items, functioning hyperlinks, contact information, social media icons, search function, no typos
- Images and icons
 - Formatting: placement, size, margins, quality
 - Content: these are the images and icons the client wants to use and they will not change later
- Colors
 - Hex colors are up to organization standards
 - Verify hex colors used for red/yellow/green statuses for ClearPoint
- Background
 - Images and colors
- Text
 - Font, size, placement, color
- Navigation
 - Content: all necessary breadcrumbs, return links, forward/back arrows, or other navigational features have been incorporated
 - Format: font, size, background color, placement
- Page structure
 - Margins and padding, width, amount of scrolling, size of various components of the screen
 - Areas to consider:
 - Main page
 - Title/subtitle, placement of goals, images, and additional text
 - Mid-level page
 - Title/subtitle, size and padding of boxes/table rows/other structure

- Detail page
 - Title/subtitle, size and placement of chart, placement of measure information
- Mobile responsiveness
 - All fields are properly displayed on mobile and tablet
- Content
 - Phrasing of titles and subtitles
 - Main page:
 - Correct goals and all necessary additional information (introduction/about, descriptions, etc.)
 - Mid-level page:
 - Displays correct types of information about each measure (status icon, status color, reporting period, actual and/or target data, description, name, etc.)
 - Detail page:
 - Displays correct types of information associated with each measure (metric definition, target definition, analysis, status, actual and/or target value, data table, etc.)
- Additional features
 - The features and pages specified under additional features have been successfully incorporated into the dashboard and require no changes to formatting or content.

WordPress Buildout and Final Sign-off (1-2 weeks)

During this phase, ClearPoint creates page templates, widgets, and documentation based off of the completed WordPress mockups. ClearPoint then uses these templates to replicate the mockups for each necessary mid-level page and measure detail page, linking all the necessary information from ClearPoint. **Before ClearPoint can begin building out pages, the client will need to have all elements and fields entered in ClearPoint that will be displayed on the dashboard, and they will provide sufficient information to us on where to find these elements in their account.**

ClearPoint will then let the client know that the dashboard is completed. Both ClearPoint and the client will then verify that each page is displaying the correct information and is properly linked.

Signoff on this phase indicates that the dashboard has been successfully completed in the following ways:

- All specified elements have been included
- All specified information has been included for each element
- The information displayed for each goal and measure is correct

Individuals involved

The following people should plan to sign off at each phase of the project:

Project Manager(s): These are the individuals who are leading the dashboard buildout process. Their signoff not only signifies their approval at each step but also indicates that signoff has been received from *all* necessary individuals.

Communications: These are the individuals from the communications department who need to give their approval on your dashboard as a public-facing document associated with your organization. They will typically verify organizational standards such as hex colors, fonts, icons, and other design components of the dashboard (and would likely be the ones to provide any internal mockups).

Leadership: Whether this is your manager, council, board of directors, or another group of individuals in executive positions, the leadership is the ultimate audience that needs to approve the design and content of the dashboard.

Additional: If there are any additional individuals outside of those described above who need to approve the dashboard, please let us know in the first round of signoff. If we are not informed of the need for approval from additional persons and there are consequently changes in later parts of the process that change the scope of work, additional charges could be incurred.

Project phase	Static Mockups	Additional Features	WordPress Mockups	Buildout and Final Signoff
Time estimate	1-2 weeks	2-3 weeks		1-2 weeks
Project Manager(s)	x	x	x	x
Communications	x	x	x	x

Leadership	x	x	x	X
Additional	x	x	x	X
“x” indicates that the identified party needs to sign off at each stage of the process.				

Managing the Community Dashboard after completion

After the dashboard has been completed, ClearPoint will provide documentation on maintaining your Community Dashboard and ongoing support based on our agreement.

Documentation will include:

- How to update the reporting period displayed on the dashboard
- How to update individual pages when you have made changes in ClearPoint that you want to display on the dashboard
- Guide to the widgets and templates used for the dashboard
- Instructions on how to use the widgets and templates to create new pages in case the goals or measures displayed were to change

Ongoing support includes:

- Assistance with making updates
- Testing to verify that updates to WordPress, Divi, or the ClearPoint Plugin will not cause issues
- Changes to the display of the pages will be considered based on the amount of additional support time contracted.

Assumptions

- This proposal assumes that the Client wants ClearPoint to build and maintain the public facing community dashboard in a WordPress site hosted by ClearPoint.
 - Building the dashboard includes creating all web pages to the client's specifications (as described in the process above), installing the theme engine, and using the ClearPoint Content Generator and Plugin to ensure that the client's information from ClearPoint is properly linked to the dashboard.
 - Maintenance includes responsibility for uptime, security, backup, and base software upgrades and compatibility. ClearPoint assumes responsibility for troubleshooting any issues that arise resulting from ClearPoint-made changes or

updates. ClearPoint also assumes responsibility for system backups and making backups of previous versions available upon request per the contract.

- Our scope is based on ClearPoint creating a client facing dashboard that has three levels to it, with the following assumptions about content (widgets are the HTML/shortcode templates used to display information about an element in ClearPoint on your WordPress site).
 - Level 1 – This will be one page, with no more than 10 widgets that have no more than 5 characteristics (fields) pulled from ClearPoint.
 - Level 2 – This will be no more than 10 pages with no more than 6 widgets per page, and no more than 6 characteristics associated with each widget.
 - Level 3 – This will be no more than 50 pages (typically highlighting an individual measure on each page). Each page will have no more than 8 characteristics being pulled from ClearPoint.
- ClearPoint is proposing to do the work as stated above, and will maintain this site and minor changes (up to 16 hours' worth of changes) in the years after launch.
- One round of revision is assumed to be a single document compiling changes after one or more meetings **or** 10 individual changes (to copy, color, image, etc.) sent separately.
- ClearPoint assumes that the Client will have the technical skills to use the documentation provided to login to the WordPress site, update the reporting period and clear the cache in order to update the public facing community dashboard with new information on a regular (quarterly, for example) basis.
- If the client is making additional tweaks to the dashboard, a knowledge of WordPress, HTML, and CSS is needed to understand the implications of the changes being made. Any changes that the client makes that need to be “rolled back” may result in additional charges from ClearPoint.



Blanket Purchase Agreement PA600464

Supplier Details:

Company Ascendant Strategy Management Group DBA Clearpoint Strategy
Contact Amanpreet Kaur
Address 75 Arlington Street, 5th Floor
Boston, MA 02116

Submit your response to:

Company City of Hollywood, FL - Budget and Performance Management
Contact Jean, Laurette
Address 2600 Hollywood Blvd
Hollywood FL 33020
Phone 1-954-921-3206
Fax
E-mail ljean@hollywoodfl.org

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Purchase Agreement with your Company based on the following:

Quote Approval Pricing Proposal dtd 1/12/22



Blanket Purchase Agreement PA600464

Agreement	PA600464
Creation Date	31-JAN-2022
Revision	0
Agreement Amount	46,500.00 USD

VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO ACCOUNTSPAYABLE@HOLLYWOODFL.ORG.

OR
Mail To

City of Hollywood
Accounts Payable, Room 119
P.O. Box 229045
Hollywood, FL 33022-9045

Supplier **Ascendant Strategy Management Group DBA**
Clearpoint Strategy
75 Arlington Street, 5th Floor
Boston, MA 02116

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	102951	Net 30	None	Destination
	Start Date	End Date	Shipping Method	
	01/24/2022	01/23/2024		
Initial Award Term	01/24/2022	01/23/2024		
First Renewal Period	01/24/2024	01/23/2025		
Second Renewal Period				
Third Renewal Period				
Fourth Renewal Period				

Attachments			
Type	File Name or URL	Title	Description
File	OBPM-22-005 Ascendant Strategy Management Group LLC d.b.a ClearPoint Strategy.pdf	OBPM-22-005 Ascendant Strategy	

Line	Item	UOM	Price	Expiration Date
1	Per Pricing and Services on Proposal dtd 1/12/22		0.00	
Attachments				
Type	File Name or URL	Title	Description	



Blanket Purchase Agreement PA600464

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order In whole or in part for default (a) if Seller fails to perform In accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed Items delivered and accepted by the Buyer. Seller, will be liable for excess costs of repurchase.

F.O.B.

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected



Blanket Purchase Agreement PA600464

commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.



Blanket Purchase Agreement PA600464

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Steve Stewart
Assistant Director, Financial Services for Procurement



Office of Budget & Performance Management
Inter-Office Memorandum

DATE: January 19, 2022

FILE: OBPM 22-005

TO: Wazir Ishmael, Ph.D.
City Manager

VIA: Adam Reichbach ^{DS} **AR**
Assistant City Manager for Finance and Administration

VIA: Steve Stewart ^{DS} **SS**
Assistant Director, Financial Services for Procurement

FROM: Laurette Jean *Laurette Jean*
Budget and Performance Management Director

SUBJECT: Recommendation to Approve the Issuance of a Blanket Purchase Agreement to Ascendant Strategy Management Group, LLC d.b.a ClearPoint Strategy for Strategic Planning and Performance Management Software for a two-year total estimate amount of \$46,500.

ISSUE:

The City adopted its Strategic Plan on January 15, 2019. Since that time, we have worked with City staff to develop over 160 performance measures and published four (4) performance report cards which were published in the New Horizons and four (4) performance measurement reports distributed internally to City Commissioners and Directors.

Currently, all the performance measures are tracked in Microsoft Excel and the reports are prepared in Microsoft Word. This method of tracking and reporting is tedious and time-consuming. During the FY 2022 budget process, the Office of Budget and Performance Management submitted a budget request to procure a Strategic Planning and Performance Management Software. The Software is needed to centralize the collection of data, tracking of progress, analysis of trends, and reporting of the City's performance towards meeting its goals, objectives, major initiatives, and performance measures in alignment with the City's strategic plan.

Once the budget was approved, a competitive process was conducted requesting quotes from qualified vendors. Quotes were received from three proposers: Envisio, ClearPoint Strategy, and AchieveIT. Based on staff's thorough review and findings, Ascendant Strategy Management Group, LLC d.b.a ClearPoint Strategy was found to provide the best value while meeting the software needs of the City. In comparison to the other proposers, ClearPoint Strategy offers more functionalities for tracking performance measures; offers enhanced visuals on internal and external reports and dashboards; provides access to governmental benchmarking data from peer

Page two

Memo – OBPM 22-005

Purchase of Strategic Planning & Performance Management software

municipalities that utilize the same software (i.e., Fort Lauderdale, Pompano Beach, Coral Gable, Miami); and its price is the most competitive of the other proposers.

Summary of Quotes:

		<u>Year 1</u>	<u>Year 2</u>	<u>Total</u>
Quote 1	Envisio	\$27,500	\$20,000	\$47,500
Quote 2	ClearPoint Strategy	\$26,500	\$20,000	\$46,500
Quote 3	AchieveIT	\$25,000	\$25,000	\$50,000

AUTHORITY:

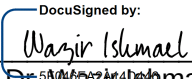
§ 38.38 APPROVAL AUTHORITY.

In general, the CPO will have authority to approve and execute contracts up to \$25,000. The City Manager or designee will have authority to approve and execute contracts up to \$100,000, except for cases of procurement of legal services, for which the City Attorney or designee will have authority to approve and execute contracts up to \$100,000. Contracts in excess of \$100,000 shall require approval by the City Commission

Funding has been provided in the fiscal year 2022 budget for the Budget and Performance Management Office in Account Number 001.116001.51300.564420.000000.000.000.

RECOMMENDATION:

Authorize the issuance of a Blanket Purchase Agreement to Ascendant Strategy Management Group, LLC d.b.a ClearPoint Strategy for Strategic Planning and Performance Management Software for a two-year total estimate amount of \$46,500.

DocuSigned by:

APPROVED BY: Dr. Wazir Ismael
City Manager

1/24/2022
Date:

Attachments: Quote Approval Form, Request for Quote - Pricing Proposal, Approved Certificate of Insurance



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Quote Approval Form (Use for purchase(s) from \$25,000 - \$50,000)

Date January 06, 2022

Department/Office Budget & Procurement Officer

Division/Area _____

Requestor Beatriz Sandoval

Title Performance Management & Accountability Officer

Phone 954-921-3480

Email bsandoval@hollywoodfl.org

1. Requested Vendor ClearPoint Strategy

Vendor Number _____

Address 1901 N. MOORE STREET, SUITE 502, ARLINGTON, VA 22209

Contact Person Amanpreet Kaur

Title Account Executive

Phone 866-568-0590

Email akaur@clearpointstrategy.com

2. Product/Service being requested (be specific.) Strategic Planning and Performance Management Software

3. Detailed description of the product/service's function and purpose.

- A cloud-based strategic planning and performance management software, accessible via a computer, tablet, and phone, that can centralize the collection, tracking, and reporting of the City's performance towards meeting its goals, departmental objectives, major initiatives or projects, and performance measures in alignment with the City's strategic focus areas.

Please list alternative products/services capable of performing the required function. None

4. Copies of all written quotes are attached (minimum of 3 quotes are required) and valid for at least 30 days from the date in the header of this form.

☒ Yes ☐ No

5. Is the request to purchase from the lowest quote? ☐ Yes ☒ No

If not, please provide detailed justification as to why the lowest quote is not being requested.

6. Requesting approval of:

☐ Purchase Order

☒ Blanket Purchase Order (quote pricing must be fixed for one year)

(Revised 02/2021)

7. Total cost of the requested product/service? \$26,500

8. Total estimated annual (fiscal year) cost of requested product/service? \$26,500

Account Number(s) 001.116001.51300.564420.000000.000.000

9. Is this product/service covered by a warranty? ☐ Yes ☐ No

If yes, please attach a copy of the warranty details.

REQUESTING DEPARTMENT RECOMMENDATION

Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested quote(s)/contract(s) and recommend its/their approval based on compliance with the City's procurement requirements and all applicable laws and regulations to the best of your knowledge.


Requestor's Signature

1/10/22
Date


Director's Signature

1/12/22
Date

(Revised 02/2021)



ClearPoint Strategy Response to City of Hollywood, FL RFQ

Pricing Proposal

ClearPoint Strategy

1901 N. MOORE STREET, SUITE 502
ARLINGTON, VA 22209
866-568-0590
INFO@CLEARPOINTSTRATEGY.COM

**PRICING FORM FOR REQUEST FOR QUOTES – STRATEGIC PLANNING AND PERFORMANCE
MANAGEMENT SOFTWARE**

Description	Cost Year 1	Cost Year 2	Total Cost
Initial Software License Cost (per license) *includes 40 users (20 Administrators and 20 upload-only users) and unlimited view only users.	\$20,000	\$20,000	\$40,000
Implementation & Configuration Services (incl. travel expenses if applicable)	\$4,500 (3 days of set up support)	\$0	\$4,500
Administrator and End-User Training	\$2,000 (1 day of remote training)	\$0	\$2,000
Software Support and Maintenance	\$0	\$0	\$0
Any other costs (please describe in detail what the fees include)	\$0	\$0	\$0
Optional Items		Admin training for \$1,000/per half day	
Price for adding additional licenses in future years, if applicable (specify license metric)	\$120/updater license/per year \$600/full admin license/per year	\$120/updater license/per year \$600/full admin license/per year	
		Grand Total Cost	\$46,500

Name of Firm: Ascendant Strategy Management Group, LLC d.b.a ClearPoint Strategy

Contact Person: Amanpreet Kaur Title: Account Executive Date: 1/12/2021

Signature: Amanpreet Kaur Email: akaur@clearpointstrategy.com Phone: 866-568-0590

1901 N. MOORE STREET, SUITE 502 | ARLINGTON, VA 22209 | 866-568-0590 | INFO@CLEARPOINTSTRATEGY.COM

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We have outlined our pricing charges below in greater detail for the City of Hollywood, FL to review and understand our pricing proposal.

ClearPoint Enterprise Package

Based on the information available in the City's RFQ for a Strategic Planning and Performance Management Software, we believe the ClearPoint Enterprise Plan is the perfect option. The Enterprise Plan includes:

- 40 users
- Unlimited view-only users
- 3 Premium Support Contacts
- Onboarding
- Data Loader Access
- Single Sign-on
- HTML Exports
- API Access
- All ClearPoint features including advanced reporting, data visualizations and project management.

Our proposal also includes training and setup to help the City meet the objectives described in the RFP. These options can be adjusted based on the needs of the City:

- 1 day of remote training
- 3 days of scorecard configuration and setup

Enterprise Package Cost Breakdown

The following table includes the proposed deliverables and the pricing for each item included.

Deliverable	Description	Cost Year 1	Cost Year 2	Cost Year 3
ClearPoint Enterprise Package	• 40 Licensed Users • Unlimited view-only users • 3 Premium Support contacts	\$20,000.00	\$20,00.00	\$20,00.00
Training	1 web-based training day	\$2,000.00	N/A	N/A

Scorecard Setup	3 days	\$4,500.00	N/A	N/A
Total		\$26,500.00	\$20,000.00	\$20,000.00

A list of all features included in the Enterprise Package can be found below.

User Licenses

Included in this Enterprise Package are 25 full “Editor/Administrator” users (users that can add, edit, and update information in ClearPoint). Additional “Editor/Administrator” users can be added on a pro-rated basis for \$600/year. Also included are an unlimited number of view-only “Browser” users.

Update-only users (users that can log in and add quantitative and qualitative information each reporting period) can be purchased for \$120/year. This number can be adjusted based on the total number of users the City decides.

This user configuration is typical for organizations of the City’s size getting started with ClearPoint. As the City’s performance management program advances, the City can add more full users and update-only users to their account. The City can scale up to an unlimited number of users as needed.

Support

All users have access to Basic Support, which includes email and online forum support with a 24-hour response time. As a subscriber to the ClearPoint Enterprise Package, the City will also have “Premium Support” which allows three (3) named contacts to request and receive 4-hour priority email and telephone support services from a qualified ClearPoint Engineer throughout the year.

Additional Premium Support named contacts may be added as needed for \$3,300 per year.

Training

Web-based training can be purchased in ½ day increments. Web-based training is \$1,000 for ½ day. Onsite training is also available for \$3,000 per day plus travel expenses.

We have included one day of remote training in this proposal to meet the requirements of the RFP. The City’s ClearPoint Account Manager will work with the City to create a custom training plan to ensure all users have the knowledge they need to use ClearPoint.

Scorecard Setup

The City is responsible for creating and maintaining its scorecards, including categories, objectives, measures, initiatives, and action items. The City is also responsible for meta data

on these elements including information such as descriptions, owner, data source, dates, and any custom fields.

Based on the City's requirements and the information available in the RFP, we have included three days of initial scorecard setup service beyond onboarding. The City can elect the Ascendant team to assist with initial configuration, organizational alignment, report building, and measure setup (including calculations). The City will need to provide all information for setup in Excel or other Microsoft application. All information for setup will need to be provided in advance of scorecard setup so that an accurate project plan can be created. Any information provided after the setup process begins will be considered outside of the scope of initial scorecard setup.

The City can choose to purchase additional scorecard setup time at any point during their use of ClearPoint.

We've answered your additional questions regarding implementation, training, support, and maintenance below.

Implementation, Training and Support

ClearPoint Strategy will assist with initial configuration, organizational alignment, data entry, structuring Excel and text file data imports and designing custom dashboards. This service is billed by the day and can be completed on-site or remotely. Based on conversations held between ClearPoint staff and the City of Hollywood, we are proposing 3 days of support to assist with the setup process. Based on the information provided by the City of Hollywood in phone calls and emails, we believe that we can substantively complete the setup process.

The ClearPoint Team will work with the City of Hollywood on creating a custom project plan that includes ClearPoint configuration, setup, and training. The ClearPoint Customer Support team will also continue to support the City throughout their entire use of ClearPoint.

We will work with the City to create a project plan based on the City's goals for an implementation timeline. Based on the information provided in the RFQ, we have provided a sample implementation plan based on our experience and Hollywood's requirements.

There are three stages to the implementation plan designed for the City —setup and implementation, training, and continuous support. The length of time that each stage takes depends on the organization of the City's current performance information and the speed at which the City's team can provide feedback to the ClearPoint team. Sometimes implementation happens in less than 30 days.



Setup and implementation

A designated ClearPoint team member will work with the City throughout the entire scope of the project.

Kick-off: The first step during setup and implementation is for the ClearPoint Team to have a kick-off call with Hollywood's team. This meeting will include a review of the City's current performance management program and a discussion of the City's goals and the information to be configured in ClearPoint. Before the meeting, the city will need to provide information about the strategic plan to the ClearPoint Team so the team can obtain a thorough understanding of the City's information and processes.

Plan Development: Together, the teams will create a detailed implementation and project plan specific to the needs and goals of the City. The ClearPoint Team will work with the City to obtain a thorough understanding of the City's current performance management framework, all of the plans that are desired to be set up in the system, current progress reporting processes and any relevant information systems and datasets. The implementation plan will include a schedule for software configuration, setup, and user training.

Throughout the setup and implementation phase, we will provide regular updates to the City's team to ensure that the project is meeting the objectives of the RFQ, and the plan will be tracked in ClearPoint using the software's project management capabilities. Tracking the plan in ClearPoint gives visibility to all parties involved in the project and helps the City gain additional exposure to the new software.

Set-up: Once this plan is defined, the ClearPoint team will work with the City to set up the information in ClearPoint. Throughout the setup process, the City's project manager will provide sign-off on the setup to ensure all information is configured in ClearPoint in a manner consistent with Hollywood's performance management and reporting process.

Implementation: The last step is the implementation phase where we will add all users to Hollywood's account in order to prepare for training. All users will be added to ClearPoint and their permissions configured so they have the correct level of access to information in the account. The ClearPoint Team will consult with the City's team to make sure the user permissions match the needs and requirements for the City's reporting process.

Key Staff During Implementation

The City will have a dedicated account manager from the ClearPoint team throughout the implementation process and their entire time partnering with ClearPoint. If issues arise during the implementation process, the ClearPoint account manager will work with the main project manager at the City to create a process for resolving the issue.

Training

At ClearPoint Strategy, we believe the best way to learn ClearPoint is with your hands on the keyboard. We prefer to get users in a room and show them how to login and then encourage them to login and repeat some simple exercises in ClearPoint with the guidance of expert support. Our team provides all tools and resources necessary to complete successful remote training sessions.

Once the initial setup and implementation phase is complete, the ClearPoint team will provide the initial training to the City's users. The City will need to provide computers or laptops with high-speed internet and a common space or computer lab with a projector screen for the training courses. Training sessions will be interactive and will be led by ClearPoint staff. Updater training, advanced training and administrator training will include the following topics and be customized based on how Hollywood's performance management system is designed.

Updater training will focus on how to quickly and easily make updates in ClearPoint. It includes a tour of the system and an introduction to the organization's strategic plan. Users will log in to ClearPoint and learn where they need to navigate to make their monthly updates. They'll learn how to add quantitative and qualitative information to the elements they are responsible for. Users will also learn how to export pages and reports.

For this training session, we will provide users with study guides that include step-by-step instructions that they can take along and refer to. Any user who is responsible for making monthly updates should attend this training session. They are typically scheduled for one hour with a maximum of 20 attendees.

Advanced Training will focus on how to effectively use ClearPoint to manage strategy and visualize data. It includes an overview of adding objectives, measures, initiatives, and action items, and linking them to organizational goals. Participants will then learn how to create reports and charts to visualize data. This training session also includes everything covered in the updater training.

For this training session, we will provide users with study guides to use during the session that include step-by-step instructions for each exercise so that users can take notes and can have instructions to reference after training. We will also show users the ClearPoint Support Center and provide them with information for contacting the ClearPoint support team with any questions throughout their use of ClearPoint. This training is for power users or department champions and is scheduled for 3.5 hours with a maximum of 10 people.

Administrator Training will focus on how to configure and manage ClearPoint. In addition to the topics covered by the end user training, it includes security, adding and removing users, adding and removing scorecards, and configuring custom fields. We will also discuss best practices for managing ClearPoint as part of the larger reporting process. Administrator training sessions typically take around 2 hours and all account administrators should attend.

The ClearPoint Team will provide the administrators with a template for a ClearPoint reporting guide. This is a document that we recommend our users create to help manage their reporting process. Some organizations may call this a process or governance document. We will review the document during the administrator training session and will continue to work with administrators to build it during their use of ClearPoint.

Updater Training	Advanced Training	Administrator Training
• Navigating ClearPoint • Setting homepage • Updating measures • Updating initiatives • Updating milestones • Updating objectives • Updating from summary reports • Exporting pages • Emailing pages • Briefing Books	• Navigating ClearPoint • Setting homepage • Adding objectives • Adding and linking measures • Calculations • Aggregations • Status evaluations • Customizing charts • Adding and linking initiatives • Adding and editing reports	• Scorecards • Menu and element names • Custom Fields • Field labels • Custom styles and branding • Managing users • Reporting periods and frequencies • Reporting Workflows

Support

ClearPoint is available to support the City both during implementation and after onboarding. We partner with our customers on their performance management journeys to ensure they find both success in the system and in performance management. We're happy to share more on our award-winning software and customer success team with the City during a demo.

Ongoing Support

Once the City has completed the initial implementation of ClearPoint and is running their performance measurement program through the tool, the ClearPoint Team will work with Hollywood to continuously improve their performance measurement program. We wanted to share with you the benefits of partnering with our Customer Success Team to improve all aspects of your performance management.

Following the setup and implementation process, all users will have access to the ClearPoint Support Center and to the ClearPoint blog. The Support Center includes videos and articles covering all

ClearPoint features, and our team constantly updates our blog with articles about strategy and performance management best practices. All users can also e-mail our support team with any questions (support@clearpointstrategy.com).

The three main administrators for the City will have Premium Support access to the entire ClearPoint support team. This means that the City account administrator can reach out to support via in-app chat, e-mail and phone and can expect a response within 4-hours (although we usually respond within 30 minutes).

ClearPoint Support Options	Basic Support	Premium Support
Who has access?	All Users	Three Designated Contacts
Access to Support Forum	Included	Included
AI Powered Support Bot	Included	Included
Email Support	24-Hour Response	4-Hour Response
Telephone Support		Included
Live in-app messaging		Included
Video Screen-Sharing Support		Included

Additionally, the ClearPoint team member who helps implement ClearPoint at the City will be your account manager. They are available to the organization for high-level guidance on using ClearPoint. Based on the organization's goals and progress, the account manager will partner with the administrators to ensure the City is finding success with ClearPoint and performance management. There will be proactive calls and email check-ins throughout the year to ensure everything is progressing well and to make sure that the City is meeting their goals and objectives for tracking their performance data in ClearPoint.

The ClearPoint Support Team

'ClearPoint is a very user-friendly strategic planning solution with many capabilities. But just as important, [is] the level of service the company delivers. From someone that is in a customer service industry, I expect and recognize service excellence. The ClearPoint team delivers just that. They are incredibly responsive, and truly take an interest in understanding the client's needs and goals. Their drive to help their clients succeed doesn't end with the initial onboarding with the software.' - Regina McNeill, EVP, Market Analytics & Strategic Planning, Origin Bank

Not only have we provided our customers with a software tool, but we have also partnered with them to help create and improve their processes around performance management and strategy execution. Our team members are experts in our ClearPoint software as well as in performance management, and we look forward to working with customers to help them achieve their strategy reporting goals.

The ClearPoint team excels at Customer Support. Our Customer Success team is applauded by our customers, who view us as a partner in their management reporting success. We are a team of experts in the ClearPoint software and experts in performance management, which allows us to help customers with technical questions as well as work closely with them to improve their overall reporting process.

Throughout our partnership, the ClearPoint team will work with Hollywood to create a Management Reporting Guide, a document that describes your entire performance management and reporting process from the creation of your strategic plan to the calendar you report on to the preparation of reports and running of meetings. The organizations that we've seen be the most successful have this document and process defined, so we will work with Hollywood to outline the process and set you up for success.

ClearPoint Support Center

The ClearPoint Support Center is available for all ClearPoint users. It contains hundreds of step-by-step articles, videos, and webinars detailing how to use each of ClearPoint's features. Users can access the Support Center from within ClearPoint by clicking on the help icon. They'll arrive on the article most relevant to the page they were on in ClearPoint and can navigate to other articles by clicking on the links for related articles or searching for keywords. Users can also interact with Donna, the ClearPoint AI Powered Support Bot, from the Support Center or within their ClearPoint account. Donna will provide recommended support articles for the user based on their search query. All support articles provide documentation of step-by-step instructions for how to set up and regularly use the software.

For new users, we have a Getting Started Guide that includes videos and instructions for ClearPoint basics like navigating the tool, adding new elements, and setting up reports. Users can also find our series of User Permission Videos that explain the actions that users can take depending on their level of

access to the scorecards within ClearPoint. The ClearPoint Team releases a new webinar every six weeks as part of the 'I Didn't Know ClearPoint Could Do That?!' webinar series. Each webinar is a deep dive into an area of ClearPoint that our users may not be using, or that's been requested by our customers. As our team adds and changes functionality within ClearPoint, the Support Center is updated with new support articles and videos. Release notes are published before each release so that users can easily find documentation about new features.

You can find our Service Level Agreement in Appendix A below.

Maintenance

Our development team has a documented process for releasing new versions of the ClearPoint software so that users are minimally impacted. Small enhancements are made with zero impact on the customer. If a larger release is planned that may require downtime, the product development team will communicate with clients in advance and all updates will be performed outside of business hours. With each upgrade to ClearPoint, several rounds of testing occur beyond the developer completing the changes in the application. Unit tests, integration tests, and load/stress tests are performed to validate the change. These cover a wide range of use cases, including authentication and authorization. Beyond this, user acceptance testing and quality assurance testing occur later in the process.

Because ClearPoint is a hosted, cloud-based solution, users are automatically upgraded to new software versions whenever these versions are released. Customers do not need to take any action to migrate to a new version of the software. You will have access to see features in advance, and your administrative team will work with our Customer Success team to discuss what features may be used immediately based on your level of use within ClearPoint.

Generally, large updates are made to ClearPoint twice a year. Minor upgrades are typically made monthly and come with no impact to the customer.

Your annual maintenance fee includes access to the software, any upgrades that may come with the software, and access to our support team for any questions that may arise during your use.

Others

The annual support fee is calculated based on the number of premium support contacts and the complexity of your strategic plan within ClearPoint.

Appendix A. ClearPoint Service Level Agreement

Effective Date: January 1, 2021

This ClearPoint Strategy Service Level Agreement ("SLA") is a policy governing the use of the ClearPoint Strategy ("ClearPoint") under the terms of the ClearPoint Strategy End-User Agreement (the "ClearPoint Agreement") between Ascendant Strategy Management Group LLC and its partners ("Ascendant", "us" or "we") and users of Ascendant's services ("you"). This SLA applies separately to each account using ClearPoint. Unless otherwise provided herein, this SLA is subject to the terms of the ClearPoint Agreement and capitalized terms will have the meaning specified in the ClearPoint Agreement. We reserve the right to change the terms of this SLA in accordance with the ClearPoint Agreement.

System Uptime

Service Commitment

Ascendant will use commercially reasonable efforts to make ClearPoint available with a Monthly Uptime Percentage (defined below) of at least 99.7% during any monthly billing cycle (the "Service Commitment"). In the event ClearPoint does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below. Service uptime does not apply to installations at the client site, only to ClearPoint when it is provided in the Ascendant SaaS model. For local installations, the client is responsible for service uptime.

Definitions

"Error Rate" means: (i) the total number of minutes ClearPoint is inaccessible or returns system errors divided by (ii) the total number of minutes in the monthly billing cycle. We will calculate the Error Rate for each ClearPoint account as a percentage for each five minute period in the monthly billing cycle. The calculation of the number of internal server errors will not include errors that arise directly or indirectly as a result of any of the ClearPoint SLA Exclusions (as defined below). "Monthly Uptime Percentage" is calculated by subtracting from 100% the average of the Error Rates from each five minute period in the monthly billing cycle. A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible ClearPoint account.

Service Credits

Service Credits are calculated as a percentage of the total charges paid by you for ClearPoint for the billing cycle in which the error occurred in accordance with the schedule below.

Monthly Uptime Percentage

Service Credit Percentage

Equal to or greater than 99% but less than 99.7%

10%

Less than 99%

25%

We will apply any Service Credits only against future ClearPoint payments otherwise due from you; provided that, we may issue the Service Credit to the credit card that you used to pay for ClearPoint for the billing cycle in which the error occurred. Service Credits shall not entitle you to any refund or other payment from Ascendant. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the ClearPoint Agreement, your sole and exclusive remedy for any unavailability or non-performance of ClearPoint or other failure by us to provide ClearPoint is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA or termination of your use of ClearPoint.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a request by sending an e-mail message to support@clearpointstrategy.com. To be eligible, the credit request must (i) include your organization's name in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of each incident of downtime that you claim to have experienced; (iii) include any logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks); and (iv) be received by us within ten (10) business days after the end of the billing cycle in which the errors occurred. If the Monthly Uptime Percentage applicable to the month of such request is confirmed by us and is less than 99%, then we will issue the Service Credit to you within one billing cycle following the month in which the error occurred. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

ClearPoint SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of ClearPoint, or any other ClearPoint performance issues: (i) that result from Service Suspensions described in the ClearPoint Agreement; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of ClearPoint; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or (v) arising from our suspension and termination of your right to use ClearPoint in accordance with the ClearPoint Agreement (collectively, the "ClearPoint SLA Exclusions"). If availability is impacted by factors other than those used in our calculation of the Error Rate, we may issue a Service Credit considering such factors in our sole discretion.

System Errors

Service Commitment

Ascendant and its partners are committed to having an error free application and will use commercially reasonable efforts to be responsive to all reported issues in the application. Any errors or perceived bugs must be submitted to Ascendant and its partners, and upon verification of the issue, Ascendant will categorize the bug/issue and respond according to the table below. Bugs and perceived issues must be reported via support@clearpointstrategy.com to create a ticket.

	Standard	Premium	
Hours of coverage	Standard business hours	Standard business hours (24x7 for Severity 1 and 2)	
Support Channel	Web and email	Web, email, and phone	
Number of Cases	Unlimited	Unlimited	
Response Times	Initial and Ongoing	Initial Response	Ongoing Response
Severity 1	1 business day	4 hours	4 hours or as agreed
Severity 2	2 business days	8 hours	8 hours or as agreed
Severity 3	5 business days	1 business day	2 business days or as agreed
Severity 4	10 business days	2 business days	5 business days or as agreed

In order to provide the responsiveness for premium support, Ascendant requests that organizations identify a primary point of contact who will be available until the issue is resolved.

Definitions

Initial Response: The time it takes from when the initial problem is identified and confirmed to when Ascendant and its partners have communicated to the client what the issue is and when the resolution will take place.

Ongoing Response: As long as the confirmed issue is still not resolved, this is the expected resolution time or maximum time before communication between Ascendant and the client.

Severity 1 (urgent): A problem that severely impacts your use of the software in a production environment (such as loss of access to ClearPoint). The situation halts your business operations and no procedural workaround exists.

Severity 2 (high): A problem where the software is functioning but your use in a production environment is severely reduced. The situation is causing a high impact to portions of your business operations and no procedural workaround exists.

Severity 3 (medium): A problem that involves partial, non-critical loss of use of the software in a production environment or development environment. For production environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural workaround. For development environments, where the situation is causing your project to no longer continue or migrate into production.

Severity 4 (low): A general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification. For production environments, there is low-to-no impact on your business or the performance or functionality of your system. For development environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural workaround.

PRICING FORM FOR REQUEST FOR QUOTES – STRATEGIC PLANNING AND PERFORMANCE MANAGEMENT SOFTWARE**Option #1: 40 Users & 1 Active Plan**

Description	Cost Year 1	Cost Year 2	Total Cost
Initial Software License Cost (per license) *includes 40 users (20 Administrators and 20 upload-only users) and unlimited view only users and 1 Active Plan.	\$ 20,000	\$20,000	\$40,000
Implementation & Configuration Services (incl. travel expenses if applicable)	\$7,500	\$0	\$7,500
Administrator and End-User Training	<i>Included in the Implementation & Configuration Services fee</i>	\$0	\$0
Software Support and Maintenance	<i>Included in the Annual Software License fee</i>	\$0	\$0
Any other costs (please describe in detail what the fees include)	\$0	\$0	\$0
Optional Items	<i>Additional professional services and support can be scoped out and quoted on a case-by-case basis at \$175/per hour.</i>		
Price for adding additional licenses in future years, if applicable (specify license metric)	\$20,000		
		Grand Total Cost: \$47,500	

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Option #2: Unlimited Users & Active Plans

Description	Cost Year 1	Cost Year 2	Total Cost
Initial Software License Cost (per license) *includes unlimited administrators, upload-only and view only users.	\$ 30,000	\$30,000	\$60,000
Implementation & Configuration Services (incl. travel expenses if applicable)	\$7,500	\$0	\$7,500
Administrator and End-User Training	<i>Included in the Implementation & Configuration Services fee</i>	\$0	\$0
Software Support and Maintenance	<i>Included in the Annual Software License fee</i>	\$0	\$0
Any other costs (please describe in detail what the fees include)	\$0	\$0	\$0
Optional Items	<i>Additional professional services and support can be scoped out and quoted on a case-by-case basis at \$175/per hour.</i>		
Price for adding additional licenses in future years, if applicable (specify license metric)	\$30,000		
		Grand Total Cost: \$67,500	

Name of Firm: Envisio Solutions Inc.**Contact Person:** Madison Dias **Title:** Director of Sales **Date:** December 13, 2021**Signature:**  **Email:** mdias@envisio.com **Phone:** 604-370-0760

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PRICING FORM FOR REQUEST FOR QUOTES – STRATEGIC PLANNING AND PERFORMANCE MANAGEMENT SOFTWARE

Description	Cost Year 1	Cost Year 2	Total Cost
Initial Software License Cost (per license) *includes 40 users (20 Administrators and 20 upload-only users) and unlimited view only users.	\$960/admin/year \$290/upload user/year View Only Included	\$960/admin/year \$290/upload user/year View Only Included	\$25,000/year
Implementation & Configuration Services (incl. travel expenses if applicable)	\$0 [included]	\$0 [included]	\$0 [included]
Administrator and End-User Training	\$0 [included]	\$0 [included]	\$0 [included]
Software Support and Maintenance	\$0 [included]	\$0 [included]	\$0 [included]
Any other costs (please describe in detail what the fees include)	\$N/A	\$N/A	\$N/A
Optional Items			
Price for adding additional licenses in future years, if applicable (specify license metric)	\$840/admin/year \$290/upload user/year	\$840/admin/year \$290/upload user/year	
		Grand Total Cost	\$25,000

Name of Firm: AchieveIt Online, LLC

Contact Person: Amanda Cyr Title: State & Local Government Market Director Date: 12/9/2021

Signature:  Email: acyr@achieveit.com Phone: (770) 715-1710

Pricing Form

City of Hollywood. 2600 Hollywood Blvd, Hollywood, FL 33020



ClearPoint Strategy Response to City of Hollywood, FL RFQ

Supplementary Document

ClearPoint Strategy

1901 N. MOORE STREET, SUITE 502
ARLINGTON, VA 22209
866-568-0590
INFO@CLEARPOINTSTRATEGY.COM

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Cover Letter

City of Hollywood, FL
Beatriz Sandoval
Performance Management & Accountability Officer
bsandoval@hollywoodfl.org
954-921-3480

December 9th, 2021

Dear Beatriz Sandoval,

On behalf of Ascendant Strategy Management Group, doing business as ClearPoint Strategy, I am pleased to submit the following proposal to the City of Hollywood, FL (the City) in response to the City's request for a strategic planning and performance management software. Dylan Miyake, my business partner, and I have a **combined 45 years of relevant experience**, and we've worked with more than **300 organizations** on similar efforts. We understand that it is not a small task to track and manage performance data. We are excited for the opportunity to partner with the City to implement a strategic planning and performance management software as you strive to improve your strategy reporting process and share your performance results internally and externally throughout the City.

The ClearPoint team has helped many organizations in the United States and Canada to move from multiple reporting systems, including other software tools, Excel spreadsheets and home-grown solutions, to our strategy reporting software, ClearPoint. Within local government alone, we have established a strong community of ClearPoint users such as City of Miami, FL, Dallas County, TX, City of Raleigh, NC, City of Durham, NC, City of Germantown, TN, City of Fort Collins, CO, City of Arvada, CO, City of Baytown, TX, City of Aurora, CO, and City of Sugar Land, TX. We also have several community members in the greater Florida area including City of Coral Springs, City of Miami, City of Lauderdale Lakes, St. Lucie County, City of Tamarac, City of Fort Lauderdale, Sarasota County, and City of Pompano Beach. We are excited for the City of Hollywood, FL to join the ClearPoint Community – working towards improving their performance and sharing their progress.

ClearPoint is a cloud-based application, available from computers, tablets and phones, which will allow the City to improve the collection and management of strategic data and information. The ClearPoint tool is designed for end-users with a versatile, intuitive and flexible user interface. Your team can input data, setup automation and share reports without the help of your IT team. The information that you track and the reports that you create can change, so ClearPoint is flexible to change with you as an organization.

As your partner in strategy reporting, we will work with you to create a system for tracking and managing your strategic plan at the organizational level, aggregating information and data from department level specific plans. The system will integrate performance metrics for both departments and organization-wide to enable greater visibility into the City's overall performance and provide

insights into where improvements should be made. The City will be able to easily share selected data both internally and externally through a variety of dashboards and reports, each customized for the appropriate audience.

Our team is excited to work with the City and your dedicated ClearPoint account manager will ensure that you are kicked off and trained successfully and will work closely with you throughout your entire use of ClearPoint. We are passionate about your success and will continue to increase the tool's functionality based on customer feedback and strategy reporting best practices.

This proposal contains an overview of the features and functionality of ClearPoint. It is not a full representation of all features and reporting capabilities. We are happy to provide a more in-depth presentation when it suits the City.

Please feel free to reach out to me with any questions or to schedule a live (or virtual) demonstration. You can contact me at (866) 568-0590 or tjackson@clearpointstrategy.com. We're looking forward to the opportunity to partner with you to provide a strategic planning and performance management software solution for the City of Hollywood, FL.

Best Regards,



Ted Jackson
Founder and Managing Partner
ClearPoint Strategy

Background

Ascendant Strategy Management Group, LLC was founded 13 years ago, in April of 2008, by Dylan Miyake and Ted Jackson, who had worked together for the previous nine years at Balanced Scorecard Collaborative and Palladium, firms founded by Drs. Kaplan and Norton, creators of the Balanced Scorecard concept. Ascendant has consulted on strategy reporting programs for some of the premier mission-driven organizations in North America and around the world, including the World Bank, the U.S. Office of Management and Budget, New York Power, Catholic Charities, Brother Canada, and Atlanta Public Schools.

Our mission is to help organizations demonstrate and increase their impact by developing strategies and strategy reporting systems that enable organizations to better achieve their own mission. Ascendant's principals have extensive experience with agencies, cities, counties, healthcare organizations, banks, utilities, state-owned enterprises, and leading manufacturing organizations. We have worked with local governments, non-profit, and for-profit organizations to establish a change approach –based on the proven Balanced Scorecard model –that ensures a strong linkage between activities and strategy outcomes. We leverage best practices from extensive experience to manage effective change in each environment.

Our clients receive a high return on their investment, as well as new intellectual content and solutions that work. Our principals are actively involved in every engagement. Ascendant is known for its ability to provide practical, concrete recommendations and support clients through implementation. We do this in an environment that encourages a working partnership between Ascendant and our clients.

Proposed Software

ClearPoint Strategy, developed by Ascendant Strategy Management Group, is a web-based Strategy Reporting Software solution. With the online interface, users can easily manage strategic plans at any level, strategy maps, measures, initiatives, and dashboards - tools that leadership teams rely on to make more accurate decisions and use to ensure accountability and follow-through. Many of our customers leverage ClearPoint in their strategic reporting process, track the overall effectiveness of their objectives, and collect and analyze data. Because it is cloud-based, you only need a modern internet browser to access the software.

ClearPoint is secure, cost effective, and offers a reliable US based support team that is ready to help you get started. ClearPoint Strategy was initially launched in early 2009, and we have been enhancing the software based on industry trends and customer needs ever since. The customer base and use of ClearPoint has grown consistently since 2009, and the application is the most highly customizable, cost-effective, and comprehensive cloud-based software suite on the market. We are responsible for 100% of the development of the application.

We understand that your team doesn't want to spend time using software, but instead enable decision making across the organization. ClearPoint is designed as an 'out-of-box' solution so that your team can focus on improving performance and results rather than creating reports. With ClearPoint, the City can

easily input performance measures, view how department measures impact the organization-wide strategic plan, and share results both internally and externally. We will provide your team with the tool, training and continued support necessary so that you can achieve these goals.

Most of our customers leverage ClearPoint to effectively track and manage all elements of their strategy reporting process, including high level objectives, performance measures, and a wide range of initiatives. Most of these customers leverage ClearPoint to track their organizational strategy and projects and to produce easy to comprehend reports that encourage data-driven decision making. Our team has helped transform many complex Excel worksheets into manageable strategy scorecards.

Strategy Reporting Experience

Not only do we provide our customers with a software tool, but we also partner with them to help create and improve their processes around strategy reporting. Our team members are experts in our ClearPoint software as well as in strategy reporting, and we look forward to working with customers to help them achieve their strategy reporting goals. Because our team excels at customer support and strategy reporting, we can help customers with technical questions as well as work closely with them to improve their overall reporting process.

We've responded to each individual requirement within the Excel sheet regarding the technical capabilities of the software tool and believe that ClearPoint is a perfect match for the City's goals and requirements. Our team of qualified and experienced consultants will advise the City's team and stakeholders on the best way to configure ClearPoint so that your strategy reporting process runs smoothly and (mostly) automatically.

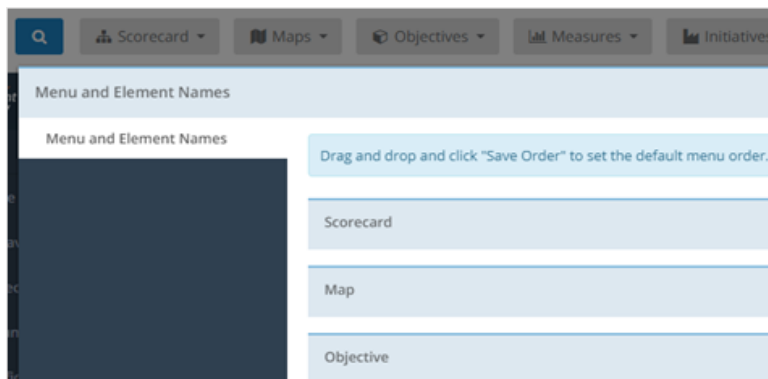
Below, we've expanded on the strength of our software and features. We're happy to hop on a demonstration to answer any additional questions when it suits the City.

Picture ClearPoint Supporting Your Process

To help you imagine a future with ClearPoint, we've used this section to envision the future of how you can take advantage of all ClearPoint has to offer. While your journey may be a little different, we'd like you to be able to picture ClearPoint supporting your efforts to execute strategy and manage performance.

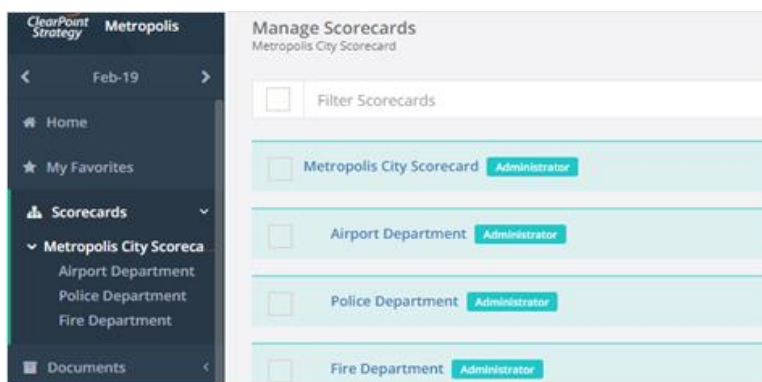
Quick Setup

You already have a framework that you use for your process, so you can set your language in ClearPoint to match your existing plans. If you use different language for your departments than you do for your strategic plan, you can customize ClearPoint by scorecard. If you need help thinking through this or any aspect of strategy reporting, just reach out and we'll guide you on the best way to manage your strategy.



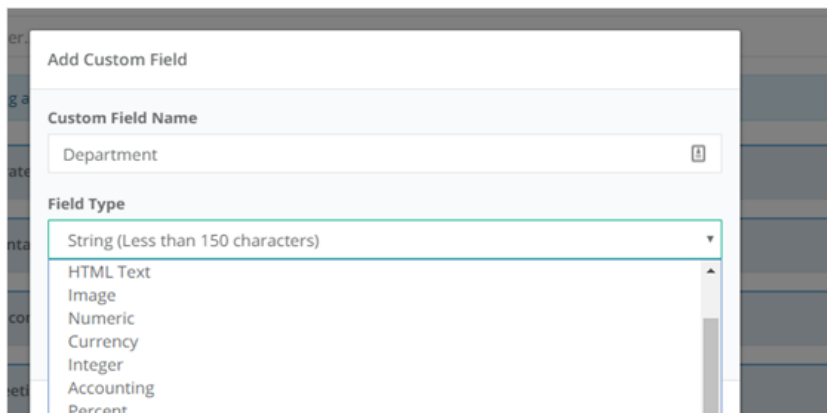
Scorecards

Scorecards allow you to keep your account organized so that your users can always find the information they are looking for. Set up parent/child relationships to show the hierarchy between scorecards and assign users permission to view or edit only the scorecards that they should have access to.



Customize

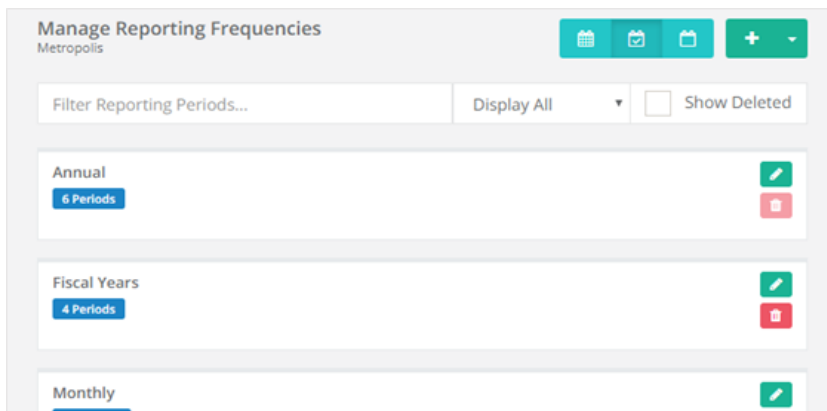
There are a lot of ways to customize the information that you're tracking in ClearPoint. Add custom fields to track data owner, department, or contact information. These can be picklists, free text fields, or even require a specific number format. Leverage templates to set the series that are added to new measures and the layout of new pages that are added to the system. The combination of customization and template options allows you to create an environment that works best for your process and ensures consistency throughout.



The screenshot shows a modal window titled "Add Custom Field". It has two main sections. The first section, "Custom Field Name", contains a text input field with the value "Department" and a small icon to its right. The second section, "Field Type", contains a dropdown menu that is currently open, displaying a list of options: "String (Less than 150 characters)", "HTML Text", "Image", "Numeric", "Currency", "Integer", "Accounting", and "Percent". The "String" option is highlighted with a blue border.

Manage Time (reporting frequency)

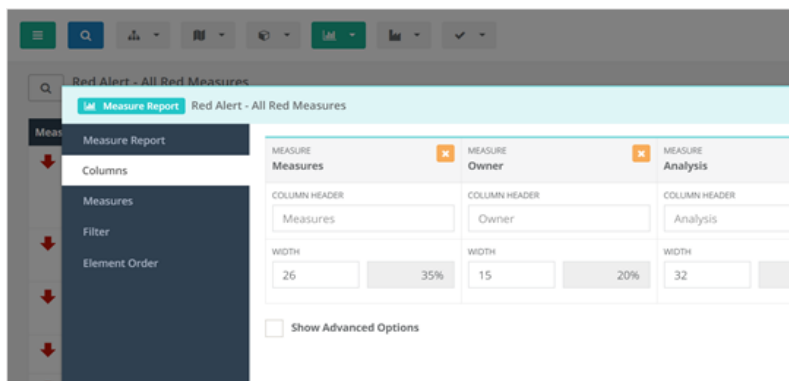
We make it easy to manage time in ClearPoint. You have monthly or quarterly meetings, but sometimes different data is best gathered or displayed annually, quarterly, or monthly. No problem, we can manage it all, including calculations and fiscal years.



The screenshot shows a web interface titled "Manage Reporting Frequencies" with the subtitle "Metropolis". At the top right, there are three calendar icons and a green button with a plus sign. Below this is a search bar labeled "Filter Reporting Periods..." and a dropdown menu set to "Display All". To the right of the dropdown is a checkbox labeled "Show Deleted". The main content area lists three reporting frequencies: "Annual" with "6 Periods", "Fiscal Years" with "4 Periods", and "Monthly". Each entry has a green pencil icon for editing and a red trash can icon for deleting.

Reports

ClearPoint includes default reports, and you can create custom ones with information from any element like objectives, measures, initiatives, and measure data, or create reports that highlight one area of your process, like an initiative report with owners, milestones, due dates, budget information, and monthly updates. These reports can be filtered by any criteria with no limits to the number of reports or filters. The City can track all quantitative and qualitative performance measurement information for goals, departmental objectives, major initiatives or projects, and performance measures in ClearPoint and include them in internal and external reports as needed.



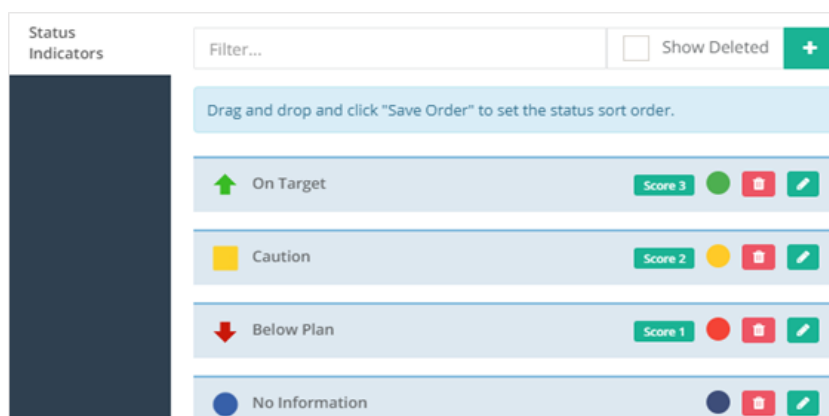
Load Data

ClearPoint has a Data Loader to help you automate the regular import of data from Excel spreadsheets, CSV files, and databases that can be queried with SQL. There are also Direct Connections to tools like QuickBooks, Asana, and HubSpot available within the tool. As soon as the data is in ClearPoint, your calculations will run, charts will update, and status icons will evaluate so that your team has the information they need to provide insightful analysis. Speaking of your team, they'll get a reminder letting them know that it's time to enter their analysis, with links directly to the elements that they are responsible for.

Message	Message
Recipients	Name
Scorecards	Monthly Status Update
Status	Subject
Elements	ClearPoint Reminder
Owners	Message
Dates	Dear {FirstName},
Recipient Preview	Please log into ClearPoint and update the following items for the reporting period {ReportingPeriod}:
Schedules	{ItemList}

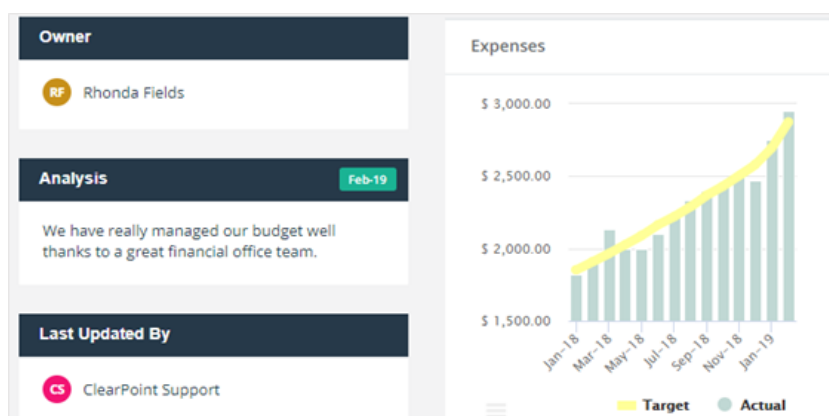
Status Indicators

Most organizations assign status indicators to objectives, measures and initiatives to quickly show how each element is performing. If you operate on simple terms, just leave them alone and have Green, Yellow, Red and Blue, with blue meaning there is no information for the reporting period. You can customize these by adding your own icons and selecting custom colors. All plan elements can be automatically evaluated based on associated elements or data so that the City can quickly see overall progress on any of their projects and performance measures. Objectives can be evaluated based on the progress of measures and initiatives that are linked to it. Performance is determined by percent complete, adherence to budget, or any other data point that is tracked for the project.



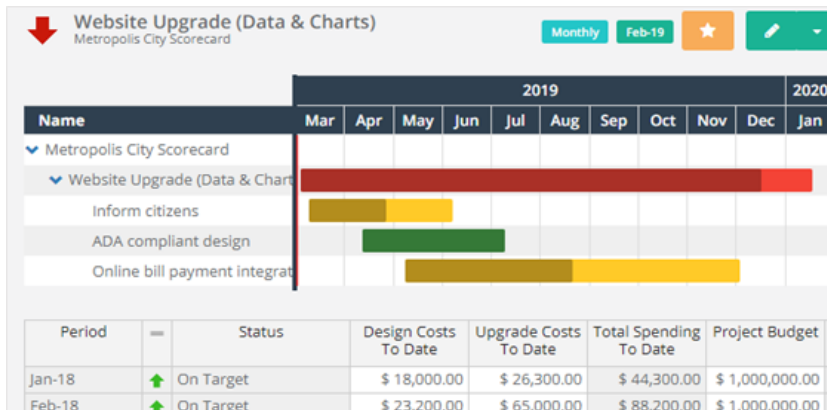
Page Layouts

ClearPoint has some great default layouts, but most organizations choose to create custom fields, change the layout on the page, and create custom charts to make their reports look just the way they want. You can do the same, and for increased transparency, you can choose to show who last updated the measure right on your measure detail page, or dive into the measure's revision history to see more details.



Project Management

You get the same level of customization with projects, including showing your progress within the Gantt charts. All the fields can be updated by just double clicking on the page and adding your information, including the Gantt chart. For your complex project tracking, you can track project data like budget alongside your project updates.



Manage Updates

Automate the monthly reporting process with Reporting Workflows. Send reminder emails to users so they log in and add their information. Their custom dashboard shows exactly what they need to update and they can mark each element complete as they go. The administrator dashboard shows you which users are done with their updates, and who may need an extra reminder (and you can send that reminder right from ClearPoint).

My Updates
ClearPoint Support

Filter My Updates... ☒ Show All Workflows

Q3 Strategy Updates Starts 10/1/20 0 of 3 Tasks Completed

Instructions
Your Q3 data is ready to go! Please add your analysis for Q3 2020 in preparation of our quarterly strategy meeting.

☒	Expedite recruitment process for new engineers Upward Airlines Corporate	Owner	Sep-20	☐ Task Completed
☒	Standard Fleet Upward Airlines Corporate	Owner	Sep-20	☐ Task Completed
☒	Flexible Union Contracts Upward Airlines Corporate	Owner	Sep-20	☐ Task Completed

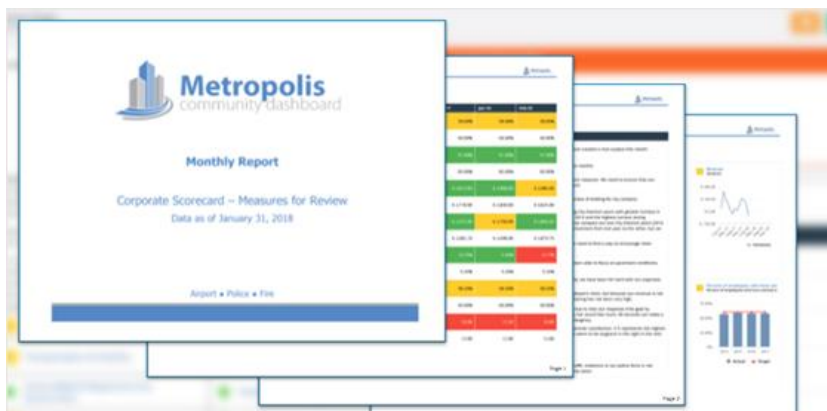
Data Entry and Updates

As your users update their information, it will populate reports across ClearPoint. Red alert reports will show measures that are below plan, heat maps will show the status of each element, and your project dashboards will show whether you're on track or falling behind. Users will receive notifications that they've set up, alerting them of changes to their elements (like if a measure is falling behind or an initiative due date is approaching).

Measure	Series Status	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19
Revenue Lance Cummins	Actual	\$ 2,500.00	\$ 2,604.00	\$ 2,740.00	\$ 2,812.00	\$ 2,900.00
	Target	\$ 2,493.00	\$ 2,559.00	\$ 2,637.00	\$ 2,718.00	\$ 2,840.00
Expenses Rhonda Fields	Actual	\$ 2,400.00	\$ 2,440.00	\$ 2,500.00	\$ 2,472.00	\$ 2,750.00
	Target	\$ 2,368.35	\$ 2,431.05	\$ 2,505.15	\$ 2,582.10	\$ 2,698.00
Budget Surplus Rhonda Fields	Actual	17.54%	12.53%	14.12%	15.72%	13.50%
	Target	8.11%	8.11%	8.11%	8.11%	8.11%
City-wide Overhead Cc (Aggregate/h Richard Grayso	Actual	\$ 22,525.00	\$ 22,910.00	\$ 23,205.00	\$ 23,300.00	\$ 23,030.00
	Target	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00

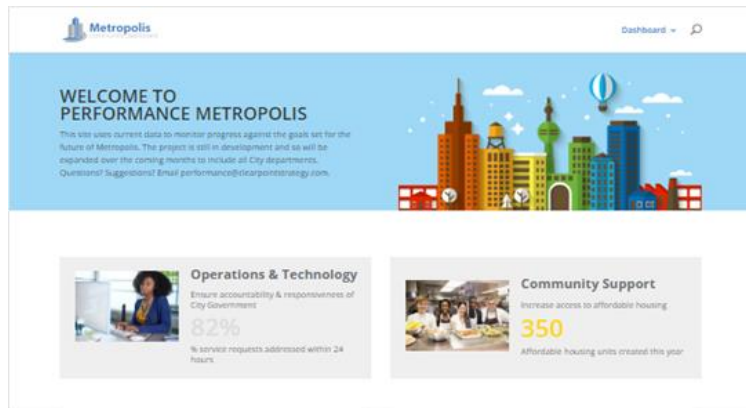
Meeting Preparation

ClearPoint can lock reporting periods and automatically create and email out reports prior to meetings occurring. When everyone shows up at the meeting, they have the same version of the report with consistent data so that you can discuss your plans for making improvements and don't need to question the integrity of your data.



Sharing Information

Once you've approved the data that's in the system, you'll push updates to your public facing reports (or reports to your intranet for your employees to see). Now, your citizens (or broader staff) can see your progress, celebrate your successes, and know how you plan to improve any results that are below target.



Benchmark with Peers

know how important benchmarking with peers and leaders is to our local government community, so we strive to make the data sharing process as easy as possible, removing boundaries that you face to compare performance. Throughout our partnership, you'll have access to the ClearPoint Measure Library where you can see the measures that your local government peers are sharing, their performance, and even pull the data into your own ClearPoint account so that you can compare your results on your own detail pages. You no longer have to wait for reports from your benchmarking group (that are probably already outdated) or reach out to your contact each month to see if they're willing to share their report. If they've shared their data with you, you'll have it in real time.

Canada Local Gov Measure Library	
Metropolis	
▼	Search Measure Library...
2.1 Number of Residential and ICI Building Permits Issued in the Fiscal Year	
Contributed By MBN Canada, Last Updated 6 months ago	
2.2 New Residential Units Created per 100,000 Population	
Contributed By MBN Canada, Last Updated 6 months ago	
2.3 Operating Cost of Building Permits and Inspection Services per \$1,000 of Residential and ICI (Industrial, Commercial and Institutional) Construction Value	
Contributed By MBN Canada, Last Updated 6 months ago	
19.1 Number of Taxi Driver Licenses Issued per 100,000 Population	
Contributed By MBN Canada, Last Updated a year ago	
19.2 Number of Taxi Plate-Holder Licenses Issued per 100,000 Population	
Contributed By MBN Canada, Last Updated a year ago	
19.3 Total Cost for Taxi (Driver and Plate-Holder) Licensing per 100,000 Population	
Contributed By MBN Canada, Last Updated a year ago	
19.4 Total Cost for Taxi (Driver and Plate-Holder) Licensing per License Issued	
Contributed By MBN Canada, Last Updated a year ago	

Security

Of course, we take security very seriously at ClearPoint so that your data is always secure. Your organization can choose to increase security by leveraging our security features like password complexity, Two Factor Authentication, forced password resets, whitelisted (or blacklisted) IP addresses, and single sign on. You can also customize the access level for each of your users. You can assign permissions by role, department, or other groups that you use to manage your process.

Security

Licensing

Password Validation Regular Expression
For example, (?=^.{8,}\$)(?=.*d)(?=.*[!@#\$%^&*])(?![\n])(?=.*[A-Z])(?=.*[a-z]).*\$<

^(?=.*[!@#\$%^&*])(?=.*[A-Z])(?=.*[a-z])(?=.*d)(?=.*[!@#\$%^&*])(?=.*[A-Z])(?=.*[a-z]).*\$<

Password Validation Message
For example, "Passwords must be at least 8 characters, contain 1 or more uppercase characters, contain one or more numeric characters, and contain one or more special character"

Passwords must be at least six characters long, can not start with a c

☐ Require Two-Factor Authentication

☐ Prevent Multiple Logins

☐ Expire Passwords Every 90 Days

☐ Reset All Passwords

Audit Logs

Revision History provides your administrator with visibility into the changes that are made throughout your account. All actions are user, date and time stamped and you can search revision history to see actions by element, user, time, etc. You can even undo updates right from the revision history menu if needed. We also have a recycle bin for items that are accidentally deleted.

Search Revision History... 43635 matching records Search

Measure Series 3496108 (YTD) edited by ClearPoint Support on 11/12/19 at 10:15 am
Metropolis City Scorecard

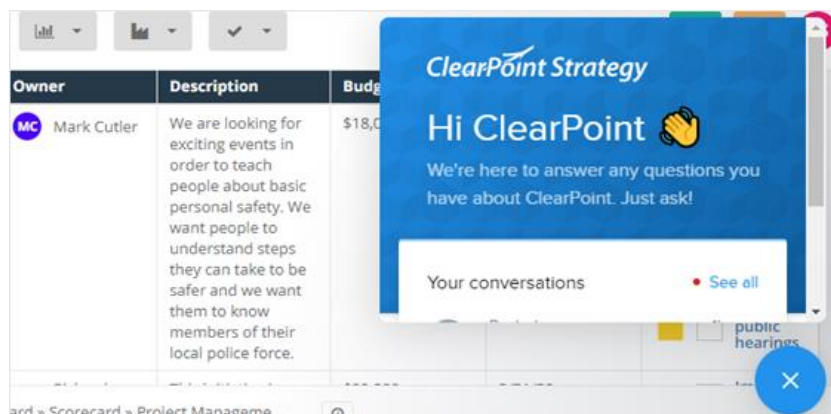
Revision History

Activity Date	Activity	Field
November 12th 2019, 10:15:10 am	Measure Series 3496108 (YTD) edited by ClearPoint Support on 11/12/19 at 10:15 am	Before Save After Save

Undo Change View Pa

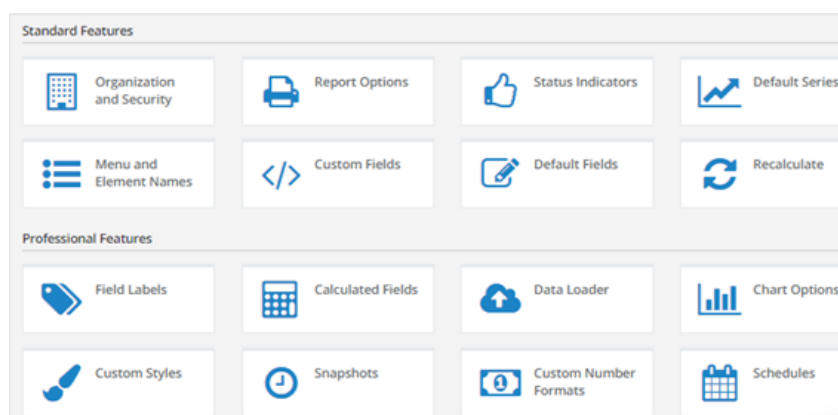
Support

If your users need help, they can access our Support Center by clicking on the help icon within ClearPoint. They can reach out to our team via email if they aren't able to find the information in our help documentation. Your administrators have Premium Support and can live chat with our team and will have regular proactive phone calls.



Administration

Your administrator will have access to all of the tools you need to make the system your own, customizing ClearPoint for the way your organization manages.



We know there's a lot in ClearPoint, and we're excited to partner with you to make you successful. Your ClearPoint Account Manager will work side by side with your team to ensure that ClearPoint works for your process, saving your team time so that you can focus on executing on your initiatives rather than creating reports to make decisions.

Reporting in ClearPoint

Reports, charts, graphs, and dashboards can be created easily in ClearPoint. End users without technical knowledge can create and build dashboards, making it easy for everyone to see and analyze the information that they need. Dashboards can include any combination of information for strategic elements including commentary and discussion, files and attachments, and analysis and updates on progress for elements.

There are many different visualization options for performance data. Once data is in ClearPoint, users can create charts and graphs including pie, bar, column, spider, gauge, line, area, etc. There are default charts that users can choose that will automatically show the data they select. These can be customized with the City's branding and colors. As new data is entered in the system, charts will automatically update to include that data. Date-based elements like projects and initiatives can also be visualized in a Gantt chart that is automatically built in the tool as projects are added and updated.

The City can create internal facing dashboards that automatically populate with the current quantitative and qualitative data that has been entered in ClearPoint. Users can choose what information to display in each dashboard, can create an unlimited number of dashboards, and can customize the dashboards with custom colors and styles as desired. There are several default reports and dashboards available in ClearPoint as well that we've built based on best practices in strategy and performance management that the City can leverage if they'd like. Departments will have dashboards that show them the information relevant to their initiatives and programs. These dashboards are ADA compliant through our plug-in, AccessiBe.

The City can also create dashboards that combine information from the departments into one holistic picture of how the organization is progressing on the strategic plan. These dashboards all enable organization-wide collaboration and sharing of information. Any page from ClearPoint, including dashboards or other views, can be exported to various formats including PDF, Excel, PowerPoint, and public facing HTML export. There is no limit to the number of reports or dashboards that can be exported from the system. Individual pages in ClearPoint can be emailed or exported to PDF and grid-style reports and information can also be exported to Excel. Charts can be exported to Excel or PowerPoint. The City can also easily compile any pages in ClearPoint together into a Briefing Book. Individual charts can also be embedded into other webpages.

Sample Reports

There are so many reporting options available in ClearPoint and the City will have the ability to customize them for all of their reporting needs. We've provided a few screenshots below of our favorite reports and will share more during our product demonstration.

Balanced Scorecard reports give a high-level overview of the entire strategic plan including objectives, measures and initiatives.

BSC View
Upward Airlines Corporate

Categories	Objectives	Measures	Initiatives
Financial	Increase Shareholder Value (Automatic Eval)	Revenue Expenses Net Profit	Purchase 5 new planes Build a business class program
Customer	Frequent Reliable Departures (Automatic Eval) Comparable To Other Travel Very Low Ticket Prices	Average Number of Daily departures per route Customer Experience Survey Ticket price differential	Build a business class program
Internal Processes	Fast Ground Turnaround Good Locations Direct Routes Fun Experience No Elites No Frills Standard Fleet High Utilization	Total amount of time at gate % of population served within 25 miles % of tickets with direct routes # customer complaints per 1,000 tickets % of customer airline travel with us Internal cost per flight (Department Aggregate/MM) Maintenance cost per 100K miles % utilization	Airport Traffic (Milestone Roll Up) Eastern Division Create new Employee Training Find new food service provider
Learning & Growth	High Compensation	Average Wage	Redesign Employee Satisfaction Survey

25+ rows per page

Administrative Upward Airlines Corporate » Scorecards » BSC View

The **Matrix report** shows data over time and is a great way to quickly see how measures are performing.

Matrix

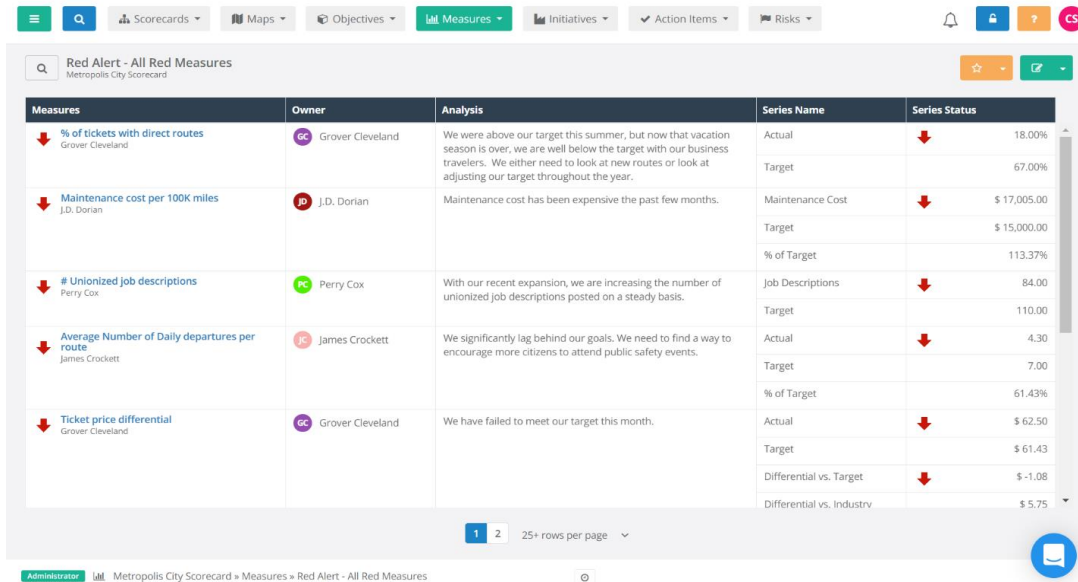
Upward Airlines Corporate

★

✎

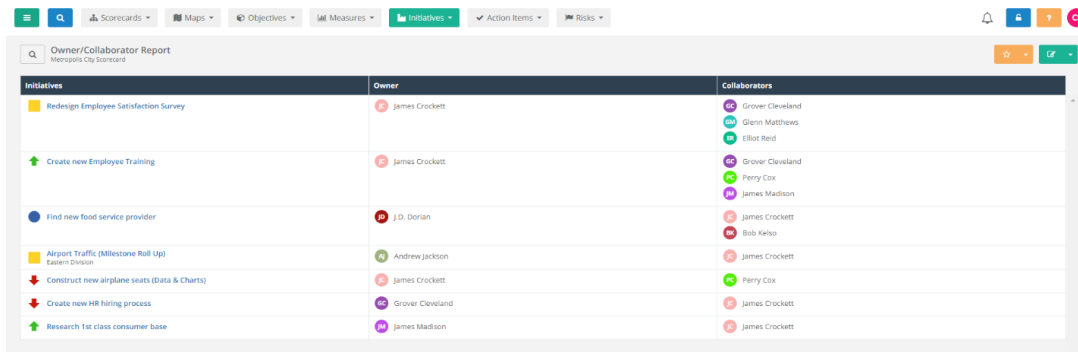
Measures	Reporting Frequency	Owner	Series Name	Series Status			
				Mar-20	Apr-20	May-20	Jun-20
OBJECTIVES							
Increase Shareholder Value (Automatic Eval)							
DESCRIPTION							
We want to ensure that our financial priorities are in check, and that our revenue is always exceeding our expenses.							
Revenue James Crockett	Monthly	JC James Crockett	Actual	\$ 2,675.00	\$ 2,780.00	\$ 2,900.00	\$ 2,980.00
			Target	\$ 2,637.00	\$ 2,718.00	\$ 2,840.00	\$ 3,025.00
Expenses Lawrence Zito	Monthly	LZ Lawrence Zito	Actual	\$ 2,500.00	\$ 2,472.00	\$ 2,750.00	\$ 2,900.00
			Target	\$ 2,505.15	\$ 2,582.10	\$ 2,698.00	\$ 2,873.75
Net Profit James Crockett	Monthly	JC James Crockett	Actual	7.00%	12.46%	5.45%	2.76%
			Target	5.26%	5.26%	5.26%	5.26%
OBJECTIVES							
Frequent Reliable Departures (Automatic Eval)							
DESCRIPTION							
One negative flight experience can have a major impact on customer brand loyalty. As such, we need to ensure that we are providing our customers with multiple daily flight options and these flights must be prompt.							
Average Number of Daily departures per route Trudy Joplin	Monthly	TJ Trudy Joplin	Actual	6.60	7.10	7.30	7.50
			Target	7.00	7.00	7.00	7.00
			% of Target	94.29%	101.43%	104.29%	107.14%

The **Red Alert report** leverages ClearPoint filters to pull in all measures that are currently below plan.



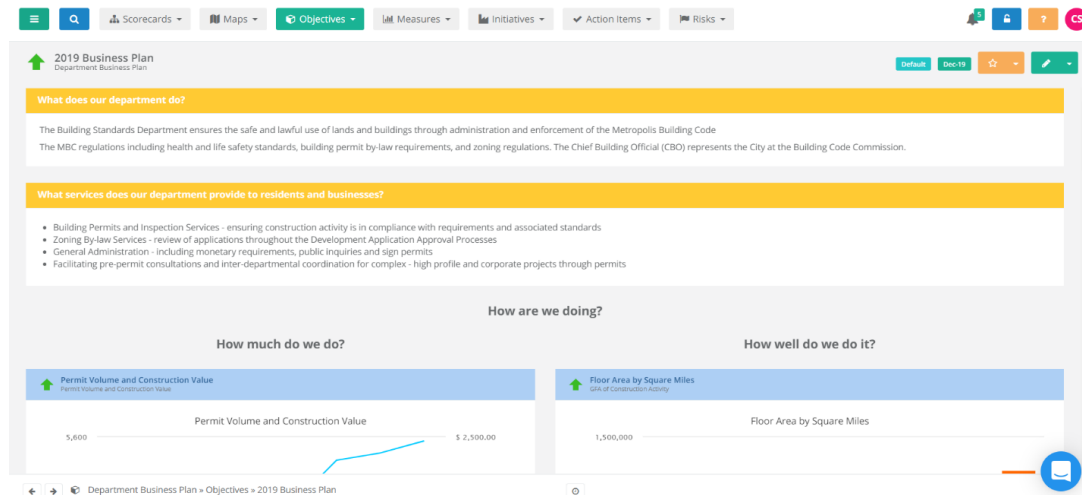
Measures	Owner	Analysis	Series Name	Series Status
↓ % of tickets with direct routes Grover Cleveland	GC Grover Cleveland	We were above our target this summer, but now that vacation season is over, we are well below the target with our business travelers. We either need to look at new routes or look at adjusting our target throughout the year.	Actual	↓ 18.00%
			Target	67.00%
↓ Maintenance cost per 100K miles J.D. Dorian	JD J.D. Dorian	Maintenance cost has been expensive the past few months.	Maintenance Cost	↓ \$ 17,005.00
			Target	\$ 15,000.00
			% of Target	113.37%
↓ # Unionized job descriptions Perry Cox	PC Perry Cox	With our recent expansion, we are increasing the number of unionized job descriptions posted on a steady basis.	Job Descriptions	↓ 84.00
			Target	110.00
↓ Average Number of Daily departures per route James Crockett	JC James Crockett	We significantly lag behind our goals. We need to find a way to encourage more citizens to attend public safety events.	Actual	↓ 4.30
			Target	7.00
			% of Target	61.43%
↓ Ticket price differential Grover Cleveland	GC Grover Cleveland	We have failed to meet our target this month.	Actual	↓ \$ 62.50
			Target	\$ 61.43
			Differential vs. Target	↓ \$ -1.08
			Differential vs. Industry	\$ 5.75

Current user reports are filtered by Owner and Collaborator, so it includes any project/activity that the user James Crockett is an owner of or collaborator on. This can be helpful for tracking staff involvement and accountability.



Initiatives	Owner	Collaborators
Redesign Employee Satisfaction Survey	JC James Crockett	GC Grover Cleveland, GM Glenn Matthews, ER Elliot Reid
Create new Employee Training	JC James Crockett	GC Grover Cleveland, PC Perry Cox, JM James Madison
Find new food service provider	JD J.D. Dorian	JC James Crockett, BK Bob Kelso
Airport Traffic (Milestone Roll Up) Eastern Division	AJ Andrew Jackson	JC James Crockett
Construct new airplane seats (Data & Charts)	JC James Crockett	PC Perry Cox
Create new HR hiring process	GC Grover Cleveland	JC James Crockett
Research 1st class consumer base	JM James Madison	JC James Crockett

Business Plan Report provides a high-level overview on the business plan for different departments within the City. This allows all to easily see department goals and measures.

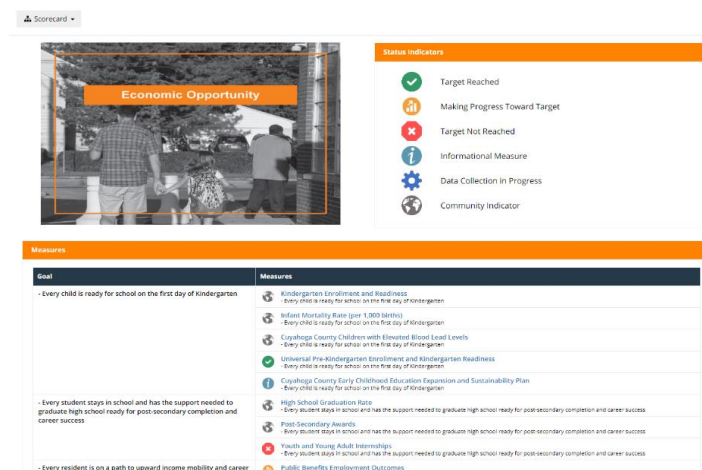


HTML Reports

All pages can be exported from ClearPoint as HTML reports. You can post them to your public facing website, link to them from your intranet site, or send the link out in an email as a meeting pre-read. You can schedule your HTML reports to update each month or quarter as data is updated, and you can even send an automated reminder email from ClearPoint to your users to read the report.

As seen from the screenshots of Cuyahoga's HTML reports below, these reports are interactive and will allow stakeholders to drill down into specific measures and initiatives to learn more about why the goals are progressing as they are.

Cuyahoga County shares their strategic plan on their website by leveraging ClearPoint's HTML reports.



Scorecard ▾



Status Indicators

- Target Reached
- Making Progress Toward Target
- Target Not Reached
- Informational Measure
- Data Collection in Progress
- Community Indicator

Measures

Goal	Measures
- Drive collaboration among regional partners	- Shared services - Drive collaboration among regional partners - Regional approaches to public safety and law enforcement project updates - Drive collaboration among regional partners
- Co-create systems-level solutions	- Cuyahoga County External Communication Plan - Co-create systems-level solutions - Social Media Outreach - Co-create systems-level solutions - Cuyahoga County Strategic Plan Legislative Update - Co-create systems-level solutions
- Make a difference in everything we do	- Outcome-Based Contracting Updates - Make a difference in everything we do - Number of Cuyahoga Performance Metrics Tracked - Make a difference in everything we do

Scorecard ▾

Measures ▾

 Shared services

- Drive collaboration among regional partners

Strategic Priorities

- 10.1 Expand shared services to build capacity and support effectiveness of regional partn...
 - Drive collaboration among regional partners

About this measure

Measures on this page provide an overview of the number and type of shared services offered by Cuyahoga County departments and the number of municipalities and outside agencies who are taking advantage of these shared services.

Data are reported by the Cuyahoga County Office of Innovation and Performance on an annual basis.

Why is this important?

Financial, human, and capital resources and expertise are finite. By making a number of shared services available, Cuyahoga County can drive collaboration among regional partners while supporting the local community and area municipalities.

How are we making an impact?

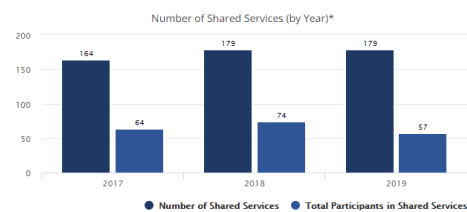
2019

In 2019, the Department of Regional collaboration held meetings with every newly elected official to review current shared services and to expand services in the areas of public works, public safety, information technology, and others.

Performance Target

This is an informational measure. It is included to provide additional details related to core County programs and services. Measure performance is impacted by a number of factors, including funding levels, strategic priorities, community need, and policy decisions made at the federal, state, and local level. Targets are not set for informational measures, but timely reporting of updates is important.

Number of Shared Services - Annual Performance



Data Source

Cuyahoga County Office of Innovation and Performance

While data is reported by the Cuyahoga County Office of Innovation & Performance, the following departments supporting data collection:

- Cuyahoga County Department of Public Works
- Cuyahoga County Department of Information Technology
- Cuyahoga County Department of Public Safety & Justice Services
- Cuyahoga County Planning Commission
- Cuyahoga County Sheriff's Department

*2019 data is preliminary and only includes municipalities in Cuyahoga County. This data will be updated as more information is received.

Prior Experience

Our team has worked with many public-sector organizations such as cities, counties and state departments. While all of these organizations manage in different ways, the ClearPoint team works closely with each organization to create a personalized plan of action and a performance management system to track and report on their strategic plans. Our partnership allows these organizations to have informed discussions and make data-driven decisions.

Many of our public-sector customers are also sharing selections of their information publicly with citizens to increase transparency. We've provided short project descriptions of the work we've done with several of our customers below. We are happy to talk with you in more depth about any of our partnerships or to provide contact information for their users.

Cuyahoga County, OH



Cuyahoga County, OH is the second most populous county in the state of Ohio as it encompasses Cleveland. In 2018, the County implemented Cuyahoga Performance. The County created Cuyahoga Performance as their strategic plan, using data to identify where the County is making progress toward goal achievement and where opportunities for improvement exist. Cuyahoga Performance is also a platform for telling the story behind County programs.

The County started using ClearPoint in early 2019 and by April they had users in the tool and making updates, as well as a public facing dashboard. The quarterly reports produced from ClearPoint and published on their website increase transparency, showing the impact of county programs. They also engage the community in conversations about how they can come together to achieve positive results for our community. In 2020, the County began using ClearPoint to closely track projects related to state grants and public safety. They also use ClearPoint to benchmark their metrics with surrounding counties in Ohio.

'What I like best about ClearPoint is the ability to customize the software to meet your needs, its user-friendliness with respect to all types of users for the product, as well as ClearPoint's amazing customer service. We contact them often with questions, and they're always there to lend a helping hand and solve the issues that we have.' - Becky Eby, Innovation Manager, Cuyahoga County, OH

Johnson County, KS, Department of Mental Health



Johnson County is the most populous county located in Kansas.

Johnson County Mental Health Department began using ClearPoint in early 2016 in order to better manage their Strategic Plan's short- and long-term goals, in addition to measure tracking and project management. The Mental Health department sees the benefits of ClearPoint through external publishing of their most important KPIs to the public. Additionally, the County leverages the Data Loader by setting up Excel documents and SQL

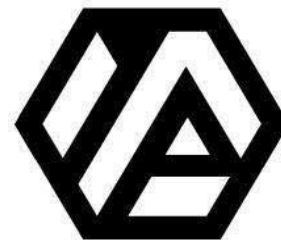
queries that pull data from other sources in order to bulk update data in ClearPoint.

Since starting in the Mental Health department, the County has expanded ClearPoint to its Developmental Supports and Emergency Management and Communications divisions. The County benefits from participating in the Kansas City Regional Benchmarking Initiative that is managed in ClearPoint and allows for participating organizations to automatically see a calculation of the KC RBI average for each measure, as well as be able to browse the results of all participating local governments in one place.

Johnson County Mental Health first started using ClearPoint in 2016. Their initial implementation was on budget and on schedule. The ClearPoint team worked with Mental Health on the initial setup of scorecards, and Mental Health finished the setup after an in-person training session. They were up and running in 8 weeks. Since the initial implementation, the ClearPoint team has provided training and some additional setup help to Mental Health, Developmental Supports and Emergency Management.

City of Arvada, CO

The City of Arvada is located in Jefferson and Adams counties, Colorado, and is part of the Denver–Aurora–Lakewood, CO Metropolitan Statistical Area. The City began using ClearPoint in the spring of 2016 to manage performance measures across their departments. They moved from a previous software solution to ClearPoint as they found ClearPoint easier to use and more customizable. They also appreciated ClearPoint's superior charting options and that the software allows the City to import data directly from existing City databases like Oracle.



'Implementing ClearPoint allows us to incorporate a robust method of tracking service performance and sharing meaningful information with our citizens, highlighting the value we deliver. The ease-of-use and availability of the system at all levels within the City provides opportunities for our employees to focus on process improvement and innovation.'

Mark Devan, City Manager, City of Arvada, CO

After several years using ClearPoint with a traditional department scorecard approach, the City moved to a Work Systems approach in ClearPoint. This shift encouraged interdepartmental sharing and collaboration across their entire organization. Because Arvada already had all their performance data in ClearPoint, it was easy to switch frameworks without having to reenter information.

Currently, the City uses ClearPoint each month during their strategy review meetings for each department to quickly and easily review measures that need improvement. City management can view progress across their five Work Systems. They also published a public-facing online community dashboard that leverages the ClearPoint API to provide current information in a responsive website for residents of the city.

City of Germantown, TN

The City of Germantown, TN, a suburb of Memphis, developed a strategic plan called Forward 2030. Led by their City Manager, a steering committee took input from citizens, stakeholders, and staff to create

nine key performance areas over a twelve-month period. Within each area, they created objectives, key performance indicators, and action plans. They chose ClearPoint to help them share their progress online with citizens and also track their strategic plan internally.



The City wanted to move quickly to have the public dashboard and internal system live in one month. The ClearPoint Team worked with the City to structure all the information in ClearPoint. They decided to build scorecards for all the key performance areas as well as the departments. Meanwhile, the dashboard design process began so a design could be approved and ready for the information to be synced once ClearPoint setup was complete. Within one month, both systems went live and ClearPoint staff trained all the appropriate City staff. Now the City makes updates quarterly in ClearPoint and regularly publishes updates to their website for citizens to view.



CERTIFICATE OF LIABILITY INSURANCE

ASCESTR-01

NAGESHPRAKASH

DATE (MM/DD/YYYY)

1/11/2022

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.

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PRODUCER NFP Property & Casualty Services, Inc. 141 Longwater Drive Suite 101 Norwell, MA 02061	CONTACT NAME: Karra LaPointe PHONE (A/C, No, Ext): (617) 405-1547 FAX (A/C, No): E-MAIL ADDRESS: karra.lapointe@nfp.com
INSURED Ascendant Strategy Management Group 75 Arlington Street 5th Floor Boston, MA 02116	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company Ltd NAIC # 11000 INSURER B: Underwriters Lloyds London 32727 INSURER C: INSURER D: INSURER E: INSURER F:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR	X	08SBAIL4224	3/15/2021	3/15/2022	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☒ POLICY ☐ PROJECT ☐ LOC					
	OTHER:					
A	☐ AUTOMOBILE LIABILITY					
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	X	08SBAIL4224	3/15/2021	3/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR					EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE		08SBAIL4224	3/15/2021	3/15/2022	AGGREGATE \$ 2,000,000
	☐ DED ☒ RETENTION \$ 10,000					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B	☐ Cyber Liability		H21TG30678-00	3/15/2021	3/15/2022	Occurrence/Aggregate Limit 2,000,000
A	☐ Professional Liabili		08SBAIL4224	3/15/2021	3/15/2022	Limit 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Hollywood, FL is named Additional insured as respects to General Liability and Auto Liability so long as a written contract or agreement to such exists with the named insured prior to a loss.

CERTIFICATE HOLDER

CANCELLATION

City of Hollywood, FL 2600 Hollywood Boulevard Hollywood, FL 33020	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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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/11/2022

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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 Mary Storti c/o Paychex Insurance Agency, Inc. 150 Sawgrass Drive Rochester, NY 14620	CONTACT NAME: PHONE (A/C, No, Ext): (877) 266-6850 FAX (A/C, No): E-MAIL ADDRESS: pbscerts@paychex.com														
INSURED Paychex Business Solutions, LLC Alt. Emp: Ascendant Strategy Management Group LLC 911 Panorama Trail South Rochester, NY 14625	<table border="1"> <tr> <th data-bbox="812 577 1315 609">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1315 577 1427 609">NAIC #</th> </tr> <tr> <td data-bbox="812 609 1315 640">INSURER A: American Zurich Insurance Company</td> <td data-bbox="1315 609 1427 640">40142</td> </tr> <tr> <td data-bbox="812 640 1315 672">INSURER B:</td> <td data-bbox="1315 640 1427 672"></td> </tr> <tr> <td data-bbox="812 672 1315 703">INSURER C:</td> <td data-bbox="1315 672 1427 703"></td> </tr> <tr> <td data-bbox="812 703 1315 735">INSURER D:</td> <td data-bbox="1315 703 1427 735"></td> </tr> <tr> <td data-bbox="812 735 1315 756">INSURER E:</td> <td data-bbox="1315 735 1427 756"></td> </tr> <tr> <td data-bbox="812 756 1315 756">INSURER F:</td> <td data-bbox="1315 756 1427 756"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Zurich Insurance Company	40142	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: American Zurich Insurance Company	40142														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 21FL0951019442

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 12-68-329-01	06/01/2021	06/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
				Location Coverage Period:	06/01/2021	06/01/2022	Client# 20010375-VA

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
 Ascendant Strategy Management Group LLC
 1901 N Moore St SUITE 502
 Arlington, VA 22209

CERTIFICATE HOLDER

City of Hollywood, FL 2600 Hollywood Boulevard Hollywood, FL 33020	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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From: [Tanya Bouloy](#)
To: [Beatriz Sandoval](#)
Cc: [Horace McLarty](#); [Tami Thornton](#); [Shannon O'Neil](#); [Robert Lowery](#)
Subject: FW: [EXT]RE: Request for Quote award notification - City Of Hollywood ClearPoint COI
Date: Tuesday, January 11, 2022 4:38:45 PM
Attachments: [COI Hollywood 2022-01-11v2.pdf](#)
[COI Hollywood 2022-01-11.pdf](#)
[RFQ - Performance Management Software.doc](#)
[ClearPoint Pricing Form ClearPoint Strategy 01.05.22.pdf](#)

Both certificates are acceptable

From: Horace McLarty <HMCLARTY@hollywoodfl.org>
Sent: Tuesday, January 11, 2022 3:35 PM
To: Tanya Bouloy <TBouloy@hollywoodfl.org>
Subject: FW: [EXT]RE: Request for Quote award notification - City Of Hollywood

[For your review](#)

From: Beatriz Sandoval
Sent: Tuesday, January 11, 2022 3:09 PM
To: Horace McLarty <HMCLARTY@hollywoodfl.org>
Cc: Robert Lowery <RLOWERY@hollywoodfl.org>
Subject: FW: [EXT]RE: Request for Quote award notification - City Of Hollywood

Hi Horace,

We have the winner of a RFQ. The name of the Company is ClearPoint Strategy. The total price of the Performance Management software including configuration and training is \$26,500. See the attached "ClearPoint Pricing Form" and the Request for Quote "RFQ"

Robert told me to ask the vendor for the insurance documentation and ask for approval from your Risk Management Team. The insurance documents are attached.

It would be appreciated if you could review this documentation for us and confirm if you need any additional information?

Best Regards

Beatriz Sandoval
Performance and Accountability Officer
2600 Hollywood Boulevard
Hollywood, FL 33020
954-921-3480
bsandoval@hollywoodfl.org



From: Aman Kaur <akaur@clearpointstrategy.com>
Sent: Tuesday, January 11, 2022 2:49 PM
To: Beatriz Sandoval <BSANDOVAL@hollywoodfl.org>
Subject: [EXT]RE: Request for Quote award notification - City Of Hollywood

Hi Beatriz,

Here is the requested insurance info. Let me know how to proceed next.

Best,
Aman

On Mon, Jan 10, 2022 at 4:49 PM, Aman Kaur <akaur@clearpointstrategy.com> wrote:

Hi Beatriz,

That's great news and we're so excited to have you on board! We've reached out to our insurance company for the required documents and should have those your way by tomorrow.

Best,
Aman

Aman Kaur

Account Executive | ClearPoint Strategy | [Schedule Meeting](#)
akaur@clearpointstrategy.com | 866-568-0590

From: Beatriz Sandoval <BSANDOVAL@hollywoodfl.org>
Sent: Monday, January 10, 2022 3:58 PM
To: Aman Kaur <akaur@clearpointstrategy.com>
Subject: Request for Quote award notification - City Of Hollywood

[EXTERNAL EMAIL] DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

Dear Aman,

We wish to thank you for the interest you have shown in the Strategic Planning and Performance management software project, and the time spent compiling your Request for Quote (RFQ).

After carefully examining the submitted RFQ, we are glad to inform you that Clear Point Strategy proposal was selected.

Please submit proof of the required insurance described in the RFQ as soon as possible. This document needs to be approved by our Risk Management team before proceeding with the next steps.

We look forward to working successfully with Clear Point Strategy on this project.

Best Regards

Beatriz Sandoval
Performance and Accountability Officer
2600 Hollywood Boulevard
Hollywood, FL 33020
954-921-3480
bsandoval@hollywoodfl.org



Beatriz Sandoval
Performance and Accountability Officer
City of Hollywood
Office of Budget & Performance Management

P.O. Box 229045
Hollywood, FL 33022-9045
Office: 954-921-3480
E-mail: BSANDOVAL@hollywoodfl.org

Notice: Florida has a broad public records law. All correspondence sent to the City of Hollywood via e-mail may be subject to disclosure as a matter of public record.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



REQUEST FOR QUOTES

Strategic Planning and Performance Management Software

Issued: November 23, 2021

PURPOSE:

The City of Hollywood Office of Budget and Performance Management is seeking quotes for a cloud-based strategic planning and performance management software that will meet present and future City's needs. Demonstration of qualifications, prior experience, approach to the scope, and the price will be the basis for selection.

CONTRACT TERM:

The term shall be for an initial two (2) year period. The City may renew this contract for one (1) additional one (1) year period subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City.

WORK TO BE PERFORMED AND SPECIFICATIONS:

This section details the scope of work to be performed and the requirements of the City of Hollywood. Please respond to the five itemized requirements in an attached excel document format. Any additional materials, documentation can be referenced and attached with your quotation.

1. Software Functionalities

- A cloud-based strategic planning and performance management software, accessible via a computer, tablet, and phone, that can centralize the collection, tracking, and reporting of the City's performance towards meeting its goals, departmental objectives, major initiatives or projects, and performance measures in alignment with the City's strategic focus areas.
- Ability to structure permissions according to plans, level of plans, departments, goals, objectives or performance measures, and user groups (system administrators, upload users, view-only users).
- Ability to assign weights to performance measures: The application should automatically determine the status (i.e., red/yellow/green) that can be easily understood by City staff to follow the projects and performance measures progress to date.
- Ability to set automated emails or reminders in outlook to remind staff to submit progress updates when info is due (Interface with Outlook).

2.-Reports/Visuals

- Ability to produce customized reports, charts, graphs, multiple dashboarding components, and multiple output formats in real-time for different audiences (i.e., aggregate/roll-up, drill data into areas of interest). Please provide examples. Allow comparison of progress of each performance measure between previous years, actual and target, and allow to add comments to charts, performance measures, and individual data points to provide context for readers. Allow both qualitative and quantitative values for progress updates and performance measures (Example: Yes or Not values). Ability to export reports and dashboards to Excel, Word, PowerPoint, and PDF. Ability to make public facing dashboards fully ADA compliant.

3. Data Upload

- Ability to integrate the software with existing systems (i.e., Oracle and Kronos) to automatically collect data or provide a manual data loading option.

4. System Access/Data Security

- Ability to provide user's view, update, and edit restraints and provides an audit trail with user ID and date/time for adds/changes/deletes made to application elements such as projects updates, objectives, performance measures values, etc.

5. Additional functionalities

- Ability to provide the City with access to governmental benchmarking data.

PROJECT SITE:

The location of Hollywood City Hall is contained in the attached Pricing Form. By submitting a quote, the vendor acknowledges that they are familiar with the location and the services to be performed.

MINIMUM QUALIFICATIONS:

The selected software must be a commercially available off-the-shelf that has been successfully implemented in at least three (3) government agencies within the past three (3) years. These agencies should be similar in requirements and function to the City of Hollywood.

PRICING:

The cost of the software shall be itemized to correspond with the list of items contained in the Pricing Form.

Additional Information to be included in the Pricing Section:

- **Implementation:** Provide a full description of the services and processes that will be undertaken to implement the Performance Management Software in the most efficient, timely, and comprehensive manner.
- **Training:** Provide information regarding end-user and administrator training, including training materials and documentation.

- **Support:** Provide information on accessibility of support (i.e., email, phone, etc.), hours of availability, and average response time for support. Additionally, explain what support services are included in the quote, what services are non-chargeable, and how is the City's data backed up. Finally, include the Service Level Agreements for service availability and time to restoration.
- **Maintenance:** Describe the process and frequency for providing upgrades and patches for the software.
- **Others:** Explain how are annual support, maintenance, and/or subscription price increase determined (i.e., locked in at purchase, tied to an index such as CPI, etc.).

Only quotes submitted using the attached Pricing Form will be accepted. The Form must be signed by an authorized representative of the responding firm.

PAYMENT:

Payment for services rendered shall be processed upon presentation of an original signed invoice listing the services provided, along with the applicable itemized costs and the overall total cost. Payment shall be processed by the City's established payment policy.

INSURANCE REQUIREMENTS:

The City of Hollywood is diligent about enforcing insurance requirements listed in all contracts. BEFORE submitting your company quote, confirm with your insurance carrier that your company can meet the insurance requirements published in the solicitation.

If the work is done off-site only professional liability is needed. If both on/off site all of the insurance below is needed.

- General Liability – \$1,000,000, minimum, City listed as Additional Insured
- Auto Liability – \$300,000 minimum, Combined Single Limit, City listed as Additional Insured
- Workers Compensation – Statutory limits of 500,000/500,000/500,000
- Professional Liability - \$1,000,000, minimum, City listed as certificate holder.

Any sub-contractor used by the contractor shall supply such similar insurance required of the contractor. Such certificates shall name the City as an Additional Insured.

Before award, the firm submitting the lowest responsible, responsive quote shall submit proof of the required insurances described herein.

SUBMITTING QUESTIONS AND QUOTES:

Questions about this solicitation must be submitted via email to bsandoval@hollywoodfl.org no later than **5:00 p.m. on December 6, 2021**. Quotes shall be submitted via email to bsandoval@hollywoodfl.org **5:00 p.m. on December 13, 2021**.



4/27/2022

To Whom It May Concern,

Sole Proprietor Justification

Ascendant Strategy Management Group, LLC (doing business as ClearPoint Strategy) is the creator of the ClearPoint Strategy Software. Ascendant Strategy Management Group owns all the code for the proprietary software, ClearPoint Strategy. Additionally, Ascendant Strategy Management Group is the only qualified organization to purchase licenses to ClearPoint from as well as the only qualified organization to implement and support the ClearPoint Strategy software in the United States.

Please reach out if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read 'Ted K. Jackson', written over a light gray horizontal line.

Ted K. Jackson
Cofounder and Managing Partner
tjackson@clearpointstrategy.com
866-568-0590

AGENDA ITEM REPORT



To:

Subject: SonicWall renewal for WIFI

Meeting: 11 27 2023 WORKSHOP COMMISSION MEETING - Nov 27 2023

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This will renew our support licensing for three years and reconfigure our backend security with our WIFI system.

FINANCIAL IMPACT:

This is a budgeted item. The total cost is \$5,570.00. I would ask that it not exceed \$6,500.00.

RECOMMENDATION:

Approve item.

ATTACHMENTS:

[OTM Town of Pembroke Park_SW quote](#)

[CSPI SonicWall Quote_0380-15016](#)

[VTECH 231117 CAWQ29898 - Town of Pembroke Park - SonicWall](#)

Jacobs Horowitz, Interim Town Attorney	Status: Pending
Aleem Ghany, Public Services Director	None
Marlen Martell, Town Clerk	None



**Online Technology
Management, Inc.**

1856 N. Nob Hill Rd. #213
Plantation, FL 33322

Estimate

Date	Estimate #
11/20/2023	30791

Name / Address
Town of Pembroke Park 3150 SW 52nd Ave Pembroke Park, FL 33023

			Project
Description	Qty	Cost	Total
WIRELESS NETWORK MANAGEMENT AND SUPPORT FOR SONICWALL SWITCH SWS14-24FPOE 3YR	2	250.00	500.00
SONICWAVE 400 SERIES SECURE WIRELESS NETWORK MANAGEMENT AND SUPPORT 1AP-3YR	10	231.00	2,310.00
SONICWAVE 200 SERIES SECURE WIRELESS NETWORK MANAGEMENT AND SUPPORT 1AP-3YR	9	154.00	1,386.00
SONICWALL REMOTE IMPLEMENTATION CLOUD SERVICES (CC OR CSC/NSM OR WCM OR CAS OR CE)	3	458.00	1,374.00
Total			\$5,570.00
Phone #	Fax #	E-mail	Customer Signature _____
(954) 441-6211	(954) 441-6577	gary@otmngm.com	

**Modcomp, Inc.****DBA CSPI Technology Solutions**

1182 East Newport Center Drive
Deerfield Beach FL 33442
Phone: (800) 940-1111 Ph/Ext: 4600

Quote**0380-15016****Date: 11/20/2023****Customer****SonicWall****Customer Purchase Order:****Representative: Alia Strukel**
(Alia.Strukel@cspi.com)**Project Name: SonicWall Quote****End User Registration Details:****FOB:**Name:
Phone:
Email:**Billing Address**
Contact:**Shipping Address**
Contact:Phone: (000)000-0000
County:Phone: (000)000-0000
County:**Terms: NET 30****Items**

No.	Qty	Item No.	Description	Unit Price	Ext. Price
1	2	02-SSC-4727	SONICWALL INC:24X7 SUP FOR SWCH SWS14-24FPOE 3YR	\$254.59	\$509.18
2	10	SONW-01-SSC-2472	SONICWALL INC:SONICWAVE 3YR ACTIVATION AND 24X7 SUP	\$235.00	\$2,350.00
3	9	SONW-02-SSC-1990	SONICWALL INC:200 SER SECURE CLD WLS MGMT SUP 1AP-3YR	\$156.67	\$1,410.03
4	3	SONW-02-SSC-4578	SONICWALL INC:REM IMPLEMENTATION CLD SVC CC OR CSC/NSM	\$593.57	\$1,780.71
				Sub Total:	\$6,049.92
				Shipping:	TBD
				Tax:	\$0.00
				Total:	\$6,049.92

Partial orders and quotes over 30 days from issuance are subject to price change.

CSPI Technology Solutions is your single source for IT Solutions. We are an authorized partner for Juniper, Cisco, Dell/EMC, Palo Alto, HPE/Aruba, VMware, Nutanix, Microsoft, Citrix, Fortinet and many more.

MODCOMP, Inc. DBA CSPI Technology Solutions is an affirmative action/equal opportunity employer.

All sales are subject to CSPI terms and conditions unless specifically stated otherwise on the quote or if Customer has executed a separate Purchase agreement with CSPI, then the terms of that agreement shall govern.

http://www.cspi.com/wp-content/uploads/2016/07/CSPiTS_modcomp_TC.pdf

Computers At Work!, Inc.

DBA



EIN: 31-1758837

2338 Immokalee Rd. #151

Naples, FL 34110

Phone: (239) 514-2888

Fax: (239) 236-2232

www.vTECHio.com**PROPOSAL
CAWQ29898****Quoted:** Nov 16, 2023**Expires:** Dec 16, 2023

Prepared For:	Ship To:	Presented By:
Town of Pembroke Park Mark Pakula 3150 S.W. 52nd Ave Pembroke Park, FL 33023 United States Phone (954) 701-4345 Email mpakula@townofpembrokepark.com	Town of Pembroke Park Mark Pakula 3150 S.W. 52nd Ave Pembroke Park, FL 33023 United States	Kevin Kaufman Kevin.Kaufman@vtechio.com (407) 784-9561 To accept this proposal, sign here and return: _____ Date: _____ Customer Purchase Order Number: _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.**Terms:** Net 30 Days

Line #	Description	Product #	Unit Price	Qty	Ext. Price
1	WIRELESS NETWORK MANAGEMENT AND SUPPORT FOR SONICWALL SWITCH SWS14-24FPOE 3YR	02-SSC-4727	\$272.19	2	\$544.38
2	SONICWAVE 400 SERIES SECURE WIRELESS NETWORK MANAGEMENT AND SUPPORT 1AP-3YR	01-SSC-2472	\$251.25	10	\$2,512.50
3	SONICWAVE 200 SERIES SECURE WIRELESS NETWORK MANAGEMENT AND SUPPORT 1AP-3YR	02-SSC-1990	\$167.50	9	\$1,507.50
4	SONICWALL REMOTE IMPLEMENTATION CLOUD SERVICES (CC OR NSM OR WNM OR CAS OR CE)	02-SSC-4578	\$585.82	3	\$1,757.46

Recurring :	Totals :
Your investment in addition to the Grand Total:	
\$0.00 Billed Monthly	Subtotal \$6,321.84
\$0.00 Billed Quarterly	Tax \$0.00
\$0.00 Billed Annually	Shipping \$0.00
	Grand Total \$6,321.84

www.vTECHio.com**Pricing, Taxes, and Additional Information**

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. ***A 3.5% convenience fee will be charged for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.

AGENDA ITEM REPORT



To:

Subject: Town's Social Media Automation

Meeting: 11 27 2023 WORKSHOP COMMISSION MEETING - Nov 27 2023

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is to clean up and automate the Town's and Police's social media.

FINANCIAL IMPACT:

This is a budgeted item. Thrive Cost will be \$2,750.00 for the rebuild. Hootsuite is \$2,988.00 for the first year of automation licensing. I would ask not to exceed \$7,000.00

RECOMMENDATION:

Approve Item

ATTACHMENTS:

[Town of Pembroke Park Social Media Rebuild](#)

[Proposal 1055336 Town Of Pembroke Park](#)

[SOCIAL MEDIA MARKETING CONTRACT TOWN OF PEMBROKE PARK](#)

	Status:
Christian Noel, Accounts Payable	None
Jacobs Horowitz, Interim Town Attorney	None
Aleem Ghany, Public Services Director	None
Marlen Martell, Town Clerk	None

[Click To Sign](#)

Proposal for Town of Pembroke Park Florida

Prepared by: Kevin Kluge

My Introduction

Thank you for taking the time to discuss the social media needs for the Town of Pembroke Park Florida. Thrive is a great fit to help you grow, and I am excited about working with you. Thrive's team of hundreds of experts is committed to operating with integrity and transparency so we can give you the results you are looking for.

As your Marketing Consultant, my mission is to design an initial strategy that is fully aligned with your unique needs. In this proposal, you will find a scope of relevant services, pricing, and terms. If you feel that there is anything missing, please don't hesitate to let me know.

Everything we do is driven by our mission: **Relationships and Results.**

Let's get to work!

Kevin Kluge
Marketing Consultant

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Executive Summary

Your Goal

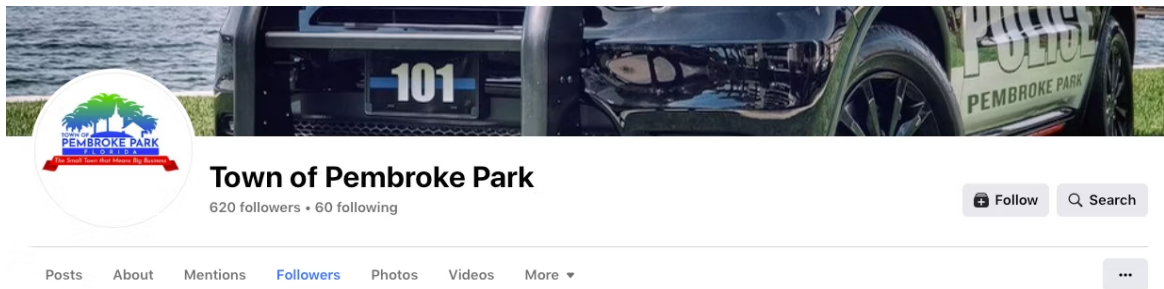
Untangle the mess of official/unofficial social media profiles for the Town and Police Departments. Create a clean page hierarchy that allows for automated updates across platforms. Remove old passwords and set up controls to manage/remove posts that do not follow community guidelines.

Our Understanding

- Set up new profiles as official government pages vs. individual accounts
- Thrive will perform initial set up and development and ongoing maintenance on a retainer basis.

Analysis & Opportunity

Your Situation



Determine which pages are active and if any should be consolidated (delete zombie profiles).



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Town of Pembroke Park

The Small Town that means Big Business!

Government Administration - Pembroke Park, Florida - 208 followers - 16 employees

[+ Follow](#)[Visit website](#)[More](#)

Posting Automation Tool: Hootsuite



Grow your reach and get more business with social media.

Hootsuite makes it easy.

Hootsuite social media management software designed to help you create more engaging content, get more followers, and make your business shine online

[Start your free 30-day trial](#)

**All your social networks.
One tool.**



“ This is such an easy and helpful solution for social media planning. I am the only team member that consistently works on our posts and Hootsuite makes my life so much easier! ”



Alison Barrick

Marketing Communications Manager
Ronald McDonald House Charities

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Page 4 of 32

<https://plan.thriveagency.com/Town-of-Pembroke-Park-Social-Media-Rebuild-6SV5LA2hTVSF>

3/24

[Click To Sign](#)

Professional Plan \$99 /mo*

[Free 30-Day Trial](#)or [Skip trial, get 20% off](#)**1 User****10 Social accounts**

- ✓ \$500 ad spend for social boosts
- ✓ Discover the best time to publish
- ✓ Access messages in one inbox
- ✓ Schedule in bulk
- ✓ Access to free integrations
- ✓ Live in-dash chat support

Most popular

Team Plan \$249 /mo*

[Free 30-Day Trial](#)or [Skip trial, get 20% off](#)**3 Users****20 Social Accounts**

- ✓ \$2,000 ad spend for social boosts
- ✓ Analytics and Reports
- ✓ Access messages in one inbox
- ✓ Schedule in bulk
- ✓ Access to free integrations
- ✓ Live in-dash chat support

Enterprise Plan Custom

[Book a Demo](#)**5+ Users****50 Social Accounts**

- ✓ Publishing approvals
- ✓ Employee advocacy
- ✓ Social advertising
- ✓ Social customer care
- ✓ App directory with 150+ tools
- ✓ Priority support and training

Investment

Your Plan & Pricing

Custom Social Media Cleanup

8 hours/month for 3 months. Renews on a month to month basis following initial 3 months.

ONE-TIME INVESTMENT
\$2,988

MONTHLY
\$1,000

✓ **Selected**

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Page 5 of 32

<https://plan.thriveagency.com/Town-of-Pembroke-Park-Social-Media-Rebuild-6SV5LA2hTVSF>

4/24

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Description	Item	Quantity	
Cleanup or build new social media profiles for the Town of Pembroke Park the Police Department and Parks Department. Set-up for 3rd party posting automation. - Hourly rate - Additional hours can be added as needed - Unused hours roll-over into following month - 5 additional hours of Social Media support per month for first 3 months	\$125	5 hours	\$625 / month
Ongoing Social Media Support - Continues after first 3 months profile cleanup	\$125	3 hours	\$375 / month
Hootsuite Social Media Automation Town of Pembroke Park will purchase directly from 3rd party (Hootsuite) Thrive Recommends the Team Plan Link to Hootsuite	\$249	12 Months	\$2,988
Billing Breakdown: Month 1: \$3,988 (3rd party software and 8 hours of support) Months 2-3: \$1,000 (8 hours of support/month) Month 4-12: \$375 (3 hours of support/month)			

Total One-Time Investment	\$2,988
Total Recurring Investment	\$1,000 / month
Total Proposed	\$3,988

[+ Read The Terms & Conditions](#)

Payment & Signature

Step 1: Enter your payment information.

Submit Payment Information

Step 2: Sign the proposal below.

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Click To Sign

Click To Sign



Appendix

Why Choose Thrive?

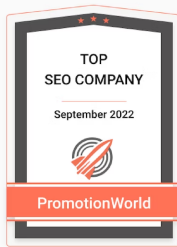
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We have won **84 awards** in the last **5 years**.

Below we have highlighted a few and many more can be found [linked here](#).



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FEATURED IN

Forbes

THE
HUFFINGTON
POST

Inc.  **Medium**

SEJ Search Engine[®]
Journal

MOZ

yahoo! **FAST@MPANY**

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Page 9 of 32

<https://plan.thriveagency.com/Town-of-Pembroke-Park-Social-Media-Rebuild-6SV5LA2hTVSF>

8/24

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OUR CERTIFICATIONS



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9/24



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nc. 5000 List 5 Years in a Row

ur team is thrilled to have been included in the **Inc. 5000 list of the fastest-growing companies in America** for the **sixth consecutive year**.

le credit our growth to our **95.4% client retention rate**. For every 20 clients that work with us, 19 clients decide to continue our partnership together.

Looking back just one year

What our team accomplished for our clients

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Page 12 of 32

<https://plan.thriveagency.com/Town-of-Pembroke-Park-Social-Media-Rebuild-6SV5LA2hTVSF>

11/24



PPC

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Thrive managed over **\$32,000,000** in ad spend

That led to **29,000,000** website clicks

With **1,200,000 conversions** and **1,800,000,000 impressions**

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SEO

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28,000 keywords ranked in the **top 5**
for our clients

31,000,000 website visitors from
SEO-related keywords

2,500,000 tracked conversions
through SEO efforts

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Page 14 of 32

<https://plan.thriveagency.com/Town-of-Pembroke-Park-Social-Media-Rebuild-6SV5LA2hTVSF>

13/24



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Social Media

We gained **5,400,000** new followers
for our clients

We managed **332** accounts across
multiple platforms

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Reputation Management

95.4% retention rate for the whole year

60,000+ positive reviews generated



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— 1 for 1 —

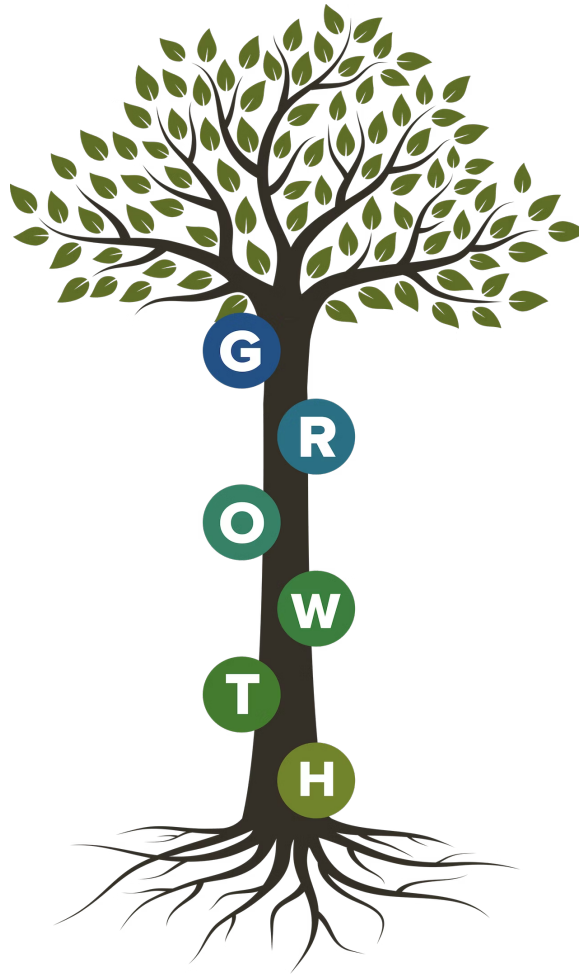
In 2022 we donated almost \$500,000 to charity. In addition, for every business that works with Thrive, we give a micro-loan to a striving entrepreneur who cannot qualify for a traditional loan through Kiva to help them grow and succeed.

Thrive's Core Values

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ratitude

We lead with an attitude of thankfulness and humility and find ways to express our gratitude to those around us every day. We embrace giving back, impacting the world for a greater good.

espect

We operate with positive assumptions and give the benefit of the doubt, choosing to see the best in ourselves and others. We will respect others at all times and refrain from gossip or reacting with anger.

wnership

We take personal responsibility for our actions and commit to responsible stewardship over company and client resources. We apologize when we make mistakes and work to make things right. We can do hard things.

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Work Ethic

We give our best effort and have high-performance expectations. We are organized, proactive and work with a sense of urgency. We emphasize a work-life balance where we work hard during business hours but prioritize our time off for our own well-being.

Think Bigger

We strive for continuous improvement and believe that better never stops! We don't take the easy way out. We embrace change, adapt and overcome.

Honesty

We seek to build trust and mutual respect by acting with integrity and doing the right thing no matter how difficult.

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Google

★★★★★
150+ Reviews

Clutch

★★★★★
50+ Reviews

UpCity

★★★★★
50+ Reviews

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“We’re impressed with their level of professionalism, and knowledge about what we do, what we need, and how to best serve us.”

5.0 ★★★★★

Quality:

Schedule:

Cost:

Willing to refer:

FEEDBACK SUMMARY:

Thrive doubled the client’s gross income. They were responsive to the company’s needs with kindness and a high level of knowledge. **The team’s professionalism** made the process seem easy.

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“They fully understand our business and where we want to go.”

5.0 ★★★★★

Quality:

Schedule:

Cost:

Willing to refer:

FEEDBACK SUMMARY:

Thanks to Thrive Internet Marketing Agency, the client has seen the **increase in their revenue** and an improvement in their site’s conversion ratio. The team leads effective SEO initiatives that allow the client to gain traction in their desired markets. They are **organized and transparent.**

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“Their commitment to customer service is impressive.”

5.0 ★★★★★

Quality:

Schedule:

Cost:

Willing to refer:

FEEDBACK SUMMARY:

The client is satisfied with Thrive Internet Marketing Agency's services. They lead a highly efficient workflow that contributes to the project goals. Their **customer service is also excellent.**

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Page 24 of 32

<https://plan.thriveagency.com/Town-of-Pembroke-Park-Social-Media-Rebuild-6SV5LA2hTVSF>

23/24

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**“Thrive has, 100%,
without a doubt,
made me believe in
SEO again.”**

5.0 ★★★★★

Quality:

Schedule:

Cost:

Willing to refer:

FEEDBACK SUMMARY:

The SEO and PPC efforts by Thrive Internet Marketing Agency have increased the client's site traffic and **grown leads by 45%** incoming leads are 75% more qualified. They've improved the site's UX, which has led to **users spending 200% more time** on the site. The team is transparent and meets via Zoom.

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Date: 11/20/23Acct# 4600Quote # 1055336 1 of 1

For:

Town Of Pembroke Park
C/O Mark Pakula (IT Director)
3150 SW 52nd Ave
Pembroke Park Florida, 33023
954-966-4600
mpakula@tppfl.gov

7 Day Quote

Production time is 7 to 10 business days, once proof is approve.

Qty	Description	Price ea.	Extended	Final
1	Social Media Maintenance			\$2,450.00
	Training, Support			
Note: Due to industry-supply chain disruptions and labor shortages EA Business Solutions may experience production delays.				
			Sub Misc	\$2,450.00
			Sub Tototal	\$2,450.00
			Tax	\$0.00
			Total	\$2,450.00

A Florida Sale Tax Exempt Certificate must be on file for exception.

Scope Of Work (SOW)

A) EABS shall implement social media plans and strategies that help the Town of Pembroke Park perform maintenance of current platforms (FB, IG, LI, Twtr,) re-organizing & archive posts no longer needed. Backend process/**administration authorization needed.**

B) EABS shall conduct all current updates/refresh of any outdated bios, URL's and or usernames, that will allow new users to engage with the platform more easily.

C) EABS shall interact with management and administration to deactivate or delete unused accounts and or products that have no movement/**administration authorization needed.**

D) EABS shall update all passwords and centralize them to 1 or 2 prime users in efforts to maintain stability of platforms. (Limits the people who have administrative use).

E) EABS shall clean up friend/follow list, clean up previous content, and change topics (if applicable to the platform) to re-engage with different users to maintain brand consistency, designing post for engagement 2x per week on platforms (FB, IG, LI, Twtr,), for the duration contract.

F) EABS will deliver suggestions on content optimization of platforms (FB, IG, LI, Twtr,) and hold a meeting with administration on more direction and progress of the Development Contract, in efforts to extend contract beyond its limited 30 days.

G)EABS will train & support current active users on any and all processes to assist on the stability of Platforms (FB, IG, LI, Twtr,).

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Continues

Date: 11/20/23

Acct# 4600

Quote # 1055336

1 of 1



For:

Town Of Pembroke Park
C/O Mark Pakula (IT Director)
3150 SW 52nd Ave
Pembroke Park Florida, 33023
954-966-4600
mpakula@tpfpl.gov

7 Day Quote

PAYMENT: Town Of Pembroke Park will pay EABS for the Services based on a one-time fee of \$2,450.00. This fee shall be payable within 30 of conclusion of this contract on January 30th, 2024, unless otherwise extended under the new contract.

EXPENSE REIMBURSEMENT: EABS shall be entitled to reimbursement from the Town of Pembroke Park for all "out of pocket "expenses including and not limited to registrations fees, enhancements, digital upgrades, application updates, extensions of apps (if any) to current DM (Digital Media). Any out-of-pocket expenses must be approved by the Town of Pembroke Park.

Services End: These services shall terminate automatically on January 30th, 2024/ Either party may terminate this agreement at any time, without cause, upon not less than 30 days written notice to the other party.

Print Name (Authorized Representative)

Signature (Authorized Representative)

Date

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Multimedia/Social Media Development Contract

This Social Media Marketing Contract (the "Contract") is made effective as of June 01, 2023, by and between Town of Pembroke Park, of 3150 SW 52nd Avenue, Pembroke Park, Florida 33023, and EA Business Solutions ("EABS"), of 30 west 62nd street, Hialeah, Florida 33012.

EABS has a background in social media marketing, development, design and is willing to provide services to the Town of Pembroke Park, based on this background.

Key Assumptions

Approve any content, advertising, etc. in a timely manner to adhere to schedule.
Inform EABS (EA Business Solutions) of all current domain names, social media accounts, technical setup, and any other material information regarding the technical infrastructure which may affect the services. Client must provide logins & passwords for all multi-media & social media platforms currently used by client.

Town of Pembroke Park desires to have services provided by EABS.
Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES.

Beginning on June 01, 2023, EABS will provide the following services until July 01, 2023 (collectively, the "Services"):

2. SCOPE OF WORK (SOW).

- a. EABS shall implement social media plans and strategies that help the Town of Pembroke Park perform maintenance of current platforms (FB, IG, LI, Twtr,) re-organizing & archive posts no longer needed. backend process
- b. EABS shall conduct all current updates/refresh of any outdated bios, URL's and or usernames, that will allow the users to engage with the platform more easily.
- c. EABS shall interact with management, administration, to deactivate or delete unused accounts and or products that have no movement.
- d. EABS shall update all passwords and centralize them to 1 or 2 prime users in efforts to maintain stability of platforms. (Limits the people who have administrative use).
- e. EABS shall clean up friend/follow list, clean up previous content, and change topics (if applicable to the platform) to re-engage with different users to maintain brand consistency.

**Multimedia/Social Media Development Contract
continues:**

d. EABS will deliver suggestions on content optimization of platforms (FB, IG, LI, Twtr,) and hold meeting with administration on more direction and progress of the Development Contract.

3. PAYMENT. Town Of Pembroke Park will pay EABS for the Services based on a one-time fee of \$2,450.00. This fee shall be payable within 30 days of the start of this contract July 1st.

4. EXPENSE REIMBURSEMENT. EABS shall be entitled to reimbursement from the Town of Pembroke Park for all "out of pocket" expenses including and not limited to registrations fees, enhancements, digital upgrades, application updates, extensions of apps (if any) to current DM (Digital Media). Any out-of-pocket expenses must be approved by the Town of Pembroke Park.

5. SUPPORT SERVICES. The Town of Pembroke Park will not provide support services, including office space and secretarial services, for the benefit of EABS.

6. TERM/TERMINATION. This Contract shall terminate automatically on July 01, 2023/
Either party may terminate this agreement at any time, without cause upon not less than 30 days written notice to the other party.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that EABS is an independent contractor with respect to the Town of Pembroke Park, and not an employee of the Town of Pembroke Park will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of EABS.

8. EMPLOYEES. EABS's employees, if any, who perform services for the Town of Pembroke Park under this Contract shall also be bound by the provisions of this Contract.

Edward Andrade (CEO)

Heidy Solares (Branding Lead/Multimedia 1)

Mya Andrade (Director of Marketing Research)

Alejandra Dos Santos (Designer/Multimedia 2 & Copy)

9. INJURIES. EABS acknowledges EABS's obligation to obtain appropriate insurance coverage for the benefit of EABS (and EABS's employees, if any). EABS waives any rights to recovery from the Town of Pembroke Park for any injuries that EABS (and/or EABS's employees) may sustain while performing services under this Contract and that are a result of the negligence of EABS or EABS's employees.



Innovative Thinking for An Innovative World

10. INDEMNIFICATION. EABS agrees to indemnify and hold harmless the Town of Pembroke Park from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Town of Pembroke Park that result from the acts or omissions of EABS, EABS's employees, if any, and EABS's agents.

11. NOTICES. All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Town of Pembroke Park:
Town of Pembroke Park
Mark Pakula
IT Director
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

IF for EABS:
EA Business Solutions
Edward Andrade
CEO
30 west 62nd street
Hialeah, Florida 33012

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. ENTIRE CONTRACT. This Contract contains the entire contract of the parties and there are no other promises or conditions in any other contract whether oral or written. This Contract supersedes any prior written or oral contracts between the parties.

13. AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

14. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Florida.



Innovative Thinking for An Innovative World

15. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of include infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire,

explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

16. SIGNATORIES. This Contract shall be signed on behalf of the Town of Pembroke Park by IT Director, Mark Pakula and on behalf of EA Business Solutions by Edward Andrade, CEO and effective as of the date first written above.

Party Receiving Services:
Town of Pembroke Park

By: _____ Date: _____

Mark Pakula
IT Director

Party Providing Services:
EA Business Solutions

By: _____ Date: _____

Edward Andrade
CEO

AGENDA ITEM REPORT



To:

Subject: Renewal of website and Mass notification system for emergencies and events.

Meeting: 12 13 2023 DRAFT REGULAR COMMISSION MEETING - Dec 13 2023

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is a renewal of our website. This renewal brings us up from one platform that is being discontinued. This newer platform has enhanced functionality. And a complete makeover included.

FINANCIAL IMPACT:

The Total cost for the renewal is \$ 13,487.88. This is a budgeted item.

RECOMMENDATION:

Approve Item

ATTACHMENTS:

[Pembroke Mass Notification](#)

[Invoice 3270135 NS FILE](#)

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-42435-1

4/28/2023 2:13 PM

12/22/2023

Client:**Bill To:**

Pembroke Park FL - CivicReady

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Joseph Borelli		joseph.borelli@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicReady Core Package	CivicReady Core Package		USD 0.00
1.00	CivicReady Core - Mass Communications	Emergency and Mass Notification platform with Multi-Channel Alerting, Templates, Geo-targeting Alerting, Polling, Mobile Apps (Government and Public), SSO with CivicPlus products	Renewable	USD 4,307.94
1.00	Mass Notification Standard Implementation	CivicReady Standard Implementation	One-time	USD 773.85
1.00	Mass Notification Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -1,196.00

List Price - Year 1 Total	USD 5,941.60
Total Investment - Initial Term	USD 3,885.79
Annual Recurring Services - Year 2	USD 4,307.94

Initial Term & Renewal Date	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	5% starting in Year 3

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

V. PD 06.01.2015-0048
Page 3 of 3



Invoice

#268565

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

9/26/2023

PO #

Bill To

Roy D. Brown
Town of Pembroke Park FL
3150 Southwest 52nd Avenue
Pembroke Park FL 33023

TOTAL DUE

\$9,602.09

Due Date: 10/26/2023

Terms	Due Date	PO #	Approving Authority
Net 30	10/26/2023		

Qty	Item	Start Date	End Date
1	Web Open Platform Migration	9/26/2023	9/25/2024
1	AudioEye Managed: https://www.tppfl.gov	9/26/2023	9/25/2024
1	Premium Web Open Annual	9/26/2023	9/25/2024
1	Ultimate Graphic Redesign Every 48 Months	9/26/2023	9/25/2024

Total \$9,602.09

Due **\$9,602.09**

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

AGENDA ITEM REPORT



To: Commission Meeting
Subject: CSA Vehicle Revision
Meeting: 11 27 2023 WORKSHOP COMMISSION MEETING - Nov 27 2023
Department: Police Department
Staff Contact: Ra Shana Dabney-Donovan, Police Chief

BACKGROUND INFORMATION:

On May 10, 2023, commission approved the police department for the purchase of two Ford Mavericks, not to exceed \$75,000.00 for the two CSAs. It is important to note: there are no Ford Mavericks (see attachment from Enterprise) and both CSAs are currently on the road, driving in one borrowed vehicle, on one shift. As field training nears its end, they need to be on separate shifts, each with her own vehicle.

FINANCIAL IMPACT:

Staff is asking for an additional "not to exceed" ask of \$5,000.00. The total ask will be "not to exceed" \$80,000.00. These additional funds are to cover any current increased/updated quotes received for vehicle prices and outfitting.

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Staff recommends a revision to the May 10, 2023 approval of two CSA Vehicles. Staff recommends taking two Ford Explorers already in our fleet and having them outfitted for CSA vehicles (attached are two quotes under \$10,000.00 Manager Threshold). Additionally, Staff is asking for the purchase of two additional vehicles in lieu of CSA vehicles, to be determined according to personnel, time and cost at a later date, not to exceed \$80,000.00

ALTERNATIVES:

N/A

ATTACHMENTS:

[Estimate \(No. 3400\) from HG2 Emergency Lighting](#)
[PPARK VIA EFLEET 2023 EXPLORER CSA AR_1 REV_1 42486](#)
[PD vehicle availability](#)



HG2 Emergency Lighting
20962 Sheridan St
Fort Lauderdale FL 33332

407-426-7700
sales@hg2lighting.com

407-426-7700
www.hg2lighting.com

Estimate

Date	Estimate No.
08/28/23	3400

Name/Address
Town of Pembroke Park Police Chief Dabney-Donovan 3150 SW 52nd Ave Pembroke Park, FL 33023

Ship To

Project	P.O. No.	Terms	Due Date	REP
			08/25/23	

Item	Description	Quantity	Cost	Total
Misc	Red/Amber 54" Lightbar with Takedowns and Traffic Advisor	1	1,999.00	1,999.00
Misc	Light and Siren Contorller	1	0.00	0.00
Misc	100 Watt Speaker	1	0.00	0.00
Rear Visor	Rear Visor	1	399.00	399.00
Misc	Arges Spot Light with Controller and Vehicle Mount	1	680.00	680.00
HG2STB	4 Corner Strobe Lights Red/Amber	1	349.00	349.00
Misc	Quarter Winodw Lights Red/Amber Pair	1	499.00	499.00
Misc	License Plate Lights Red/Amber Pair	1	199.00	199.00
Misc	Pedestal Mount Computer Stand with Universal Cradle	1	775.00	775.00
Misc	Printer Mount for Pocketjet 8 Series with mounting Arm Shelf	1	159.00	159.00
Misc	LIND DE2045-1320 Laptop Adapter Charger	1	139.00	139.00
Misc	Brother Jet PocketJet Series 8	1	429.00	429.00
Misc	USB Cable for Pocketjet Pritner	1	42.00	42.00
Labor	Labor/Installation	1	1,500.00	1,500.00
HG22PC62RW	Red/Amber 62" Runner Kit Pair	1	599.00	599.00
Misc	Graphics Package Pembroke Park Police	1	650.00	650.00
	Sales Tax		0.00%	0.00
			Total	\$8,418.00



STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
11/6/2023	42486

Bill To:

ENTERPRISE FLEET MANAGEMENT
VEHICLE ACQUISITION DEPARTMENT
TRACEYANN FENNELL
5105 JOHNSON ROAD
COCONUT CREEK, FL 33073

Ship To:

ENTERPRISE FLEET MANAGEMENT
VEHICLE ACQUISITION DEPARTMENT
TRACEYANN FENNELL
5105 JOHNSON ROAD
COCONUT CREEK, FL 33073

Reference	2022 EXPLORER CIVI CSA AR *M/1			
Product	Description	Qty	Cust. Price	Total
183-0008	Circuit breaker, 80 amp thermal with manual reset, surface mount	1	52.00	52.00
IW2AR-FSA	LIBERTY II WC 54" A/A/R/R PREMIUM FSA VERSION WITH LED TAKEDOWNS LED ALLEYS, ARROWS, CRUISE, MOUNTING KIT, STRAP KIT, AND FULLY PROGRAMMABLE WECAN	1	1,379.24	1,379.24
HHS4200	WHELEN HAND-HELD SIREN SYSTEM. SAME AS HHS3200, BUT WITH WeCan Port that Supports the Inner Edge FST, XLP and RST Series, WeCan Lightbars, and a WeCan External Amplifier (Not for Use with the CANEM16 Expansion Module)	1	481.98	481.98
SA315P	SA315P SPEAKER, BLACK PLASTIC	1	169.70	169.70
SAK1	SA-315 MOUNT KIT UNIVERSAL "L" BRACKET	1	0.00	0.00
COMMANDERELITE6-3R	DUO 6 POD COMMANDER ELITE WARNING AND DIRECTIONAL PODS THAT GO ALL WHITE FOR SCENE 3 RED 3 AMBER PODS	1	408.00	408.00
ARGES1	Arges Series 360° Remote Control Spotlight, Black Housing, 5° Spot Light with Proclera Silicone Optic	1	434.42	434.42
ARGCH1	Control Head for Arges Spotlight	1	193.72	193.72
ARG50D	2020 FORD POLICE INTERCEPTOR UTILITY, Driver Side Fender Mounting	1	63.22	63.22
HERO-A	HIDEAWAY LED W/AMBER INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation)	2	99.90	199.80
HERO-ADAPTER5	HIDEAWAY LED ADAPTER FOR: 2020 INTRCEPTOR UTILITY REVERSE, 2019 F-150 REAR 3 CHAMBER STT	2	11.40	22.80
VTX9K	VERTEX SUPER-LED DUO AMB/RED	2	82.36	164.72
AVC21RA	DUAL AVENGER II SOLO WITH CORD 2 SINGLE COLOR PODS LEFT POD RED RIGHT POD AMBER	2	246.50	493.00
TLIK	ION T-SERIES LINEAR SPLIT R/A	2	94.54	189.08
COMMANDERPLUS6-3R	6 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 3 RED AND 3 AMBER PODS	1	323.40	323.40
SRUS-L-3	"L" BRACKET FOR ARROW STICK 3"	2	11.75	23.50
PKG-PSM-3006	2020 PREMIUM PASSENGER SIDE MOUNT FOR INTERCEPTOR UTILITY AND EXPLORER 2020 AND NEWER	1	544.05	544.05
UT-1006	Universal Rugged Cradle for approximately 11"-14" Computing Devices. This kit includes BOTH tall and short fingers in order to be compatible with all laptop sizes	1	242.30	242.30
			Sales Tax (7.00%)	\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



STROBES-R-US

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VEHICLE ACQUISITION DEPARTMENT
TRACEYANN FENNELL
5105 JOHNSON ROAD
COCONUT CREEK, FL 33073

Ship To:

ENTERPRISE FLEET MANAGEMENT
VEHICLE ACQUISITION DEPARTMENT
TRACEYANN FENNELL
5105 JOHNSON ROAD
COCONUT CREEK, FL 33073

Reference	2022 EXPLORER CIVI CSA AR *M/1			
Product	Description	Qty	Cust. Price	Total
C-PM-1001	Printer Mount With Top Paper Feed for Brother PocketJet Printer	1	105.45	105.45
C-HDM-403	Heavy duty removable shelf for C-HDM-200 Series	1	52.00	52.00
DE2045-1320	The Lind DE2045-1320 DC/DC Power Adapter provides a regulated DC output to power Dell-compatible laptops and peripherals from a 11-16 VDC power source. The adapter supplies current and voltage levels as required by the laptop. - Cig. Plug 18" Input Cab	1	142.50	142.50
PJ-822	BROTHER PENTEX POCKETJET 8 PRINTER 200 DPI	1	435.00	435.00
LB3692-003	POWER CABLE FOR BROTHER PENTAX PRINTER	1	31.00	31.00
LBX126 NEW USBC CABLE	NEW USBC CABLE FOR NEW 800 SERIES BROTHER PRINTER	1	49.99	49.99
INSTALL	PJ-822 ***NEED TO QUOTE & ORDER POWER CABLE LB3692-003*** CUSTOM INSTALLATION PER HOUR	27	69.00	1,863.00
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



STROBES-R-US

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ENTERPRISE FLEET MANAGEMENT VEHICLE ACQUISITION DEPARTMENT TRACEYANN FENNELL 5105 JOHNSON ROAD COCONUT CREEK, FL 33073

Ship To:
ENTERPRISE FLEET MANAGEMENT VEHICLE ACQUISITION DEPARTMENT TRACEYANN FENNELL 5105 JOHNSON ROAD COCONUT CREEK, FL 33073

Reference	2022 EXPLORER CIVI CSA AR *M/1			
Product	Description	Qty	Cust. Price	Total
GRAPHICS	PREPARE AND RUN WIRE HARNESSSES *A/R VEHICLE* ***NO SPOTLIGHT, A WHELEN ARGES SPOTLIGHT WAS ADDED TO ESTIMATE*** GRAPHICS BY GDI NO TINT 1 X BREAKER (183-0008) 1 X 55 INCH A/R LIGHT BAR WITH TAKE DOWNS AND ALLEYS (IW8AR-FSA) 1 X HANDLED SIREN SYSTEM, SINGLE SPEAKER WITH BRACKET (HHS4200, SA315P, SAK1) 1 X 6- POD R/A/R/A/R/A STICK IN GRILL WITH WHITE OVERRIDE SCENE (COMEL6) 1 X ARGES SPOTLIGHT - DRIVER SIDE WITH CONTROLLER MOUNTED IN CABIN (ARGES1, ARGCH1, ARG50D)) 2 X AMBER LED'S FRONT HEADLIGHT ASSEMBLY WITH ADAPTER (HA, A5) *ONLY PLACEMENT IS WITH AMBER HOUSING* 2 X AMBER/RED LED'S HIDDEN FRONT LIGHT HOUSING **IF POSSIBLE**(VTX9K) 2 X RED/AMBER LED'S SIDE CARGO WINDOWS (AVC21RA) 2 X RED/AMBER LED'S REAR VERTICAL SIDES OF TAG (TLIK) 1 X 6-POD R/A/R/A/R/A STICK IN REAR WINDOW HATCH WARNING ONLY WITH BRACKETS (COM+6, SRUS-L-3) 1 X COMPUTER STAND WITH UNIVERSAL TRAY (PKG-PSM-3006, UT-1006) 1 X PRINTER HOUSING WITH A SHELF ATTACHED TO THE COMPUTER MOUNT (C-PM-1001, C-HDM-403) 1 X LIND ADAPTER PER CUSTOMER PROVIDED INFO (DE2045-1320) 1 X PRINTER WITH USBC CABLE FOR POWER AND CONNECTION (PJ-822, LB3692-003, LBX126) GRAPHICS DONE BY GDI	1	650.00	650.00
Due to the constantly changing cost of raw materials and updates to manufacturer list prices quotes are valid as follows:		Subtotal		\$8,713.87
EMERGENCY VEHICLE DIVISION QUOTES		Sales Tax (7.00%)		\$0.00
SPECIALTY VEHICLE DIVISION QUOTES		Total		\$8,713.87
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

From: Manning, Abeo A <Abeo.A.Manning@efleets.com>
Sent: Monday, November 13, 2023 1:32 PM
To: Ra Shana Dabney-Donovan <rdabneydonovan@pdtppfl.gov>; Horace Vickers <hvickers@pdtppfl.gov>
Subject: RE: Vehicle Quotes

Good afternoon Chief,

Per our conversation, the Mavericks that were approved by the commission earlier this year with a \$70k budget, are not available (they also were not available when the commission approved them). Another option would be to outfit 2 Explorers that the city already has available as CSA vehicles.

Additionally, the Durango Pursuit is one option for a Chief's vehicle. An estimate on this vehicle is approximately \$50k. I am also searching out is tock for an Explorer XLT. At this time, I would estimate \$55k-\$60k for an Explorer. We do not have the ability to order those at factory invoice pricing right now.

Please let me know if you have any questions.

Abeo Manning
Client Strategy Manager
Enterprise Fleet Management, Inc.
(305) 781-1290 direct
Abeo.A.Manning@efleets.com

AGENDA ITEM REPORT



To:

Subject: Purchase of new shed for Public Services

Meeting: AGENDA WORKSHOP COMMISSION MEETING - Nov 27 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

The current shed was used as office space for Public Works but has been damaged and taken over by termites. This structure is currently unsafe.

FINANCIAL IMPACT:

12 x 20 - \$8,484.00

Additional quotes are \$13,753.00 and \$10,989.95

14 x 24 - \$13,372.00

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[12 x 20 SL Town of Pembroke Park](#)

[14x24 SL Town of Pembroke Park](#)

[2210_001](#)

[2209_001](#)

Jacobs Horowitz, Interim Town Attorney	Status: Denied - Nov 21 2023
Christian Noel, Accounts Payable	None
Aleem Ghany, Public Services Director	None
Marlen Martell, Town Clerk	None

2598 S Military Trail
West Palm Beach Fl, 33415
561-965-3456 Office number
561-649-9991 Fax number



SHEDS-N-MORE

3898 S State Rd 7
Miramar Fl, 33023
954-961-7433 Office number
561-649-9991 Fax number

November 8, 2023

To: Town of Pembroke Park
Attn: Misael Flores
Phone: 954-540-5903
Email: mflores@tppfl.gov

Aluminum Exterior- Smithbilt Shed Quote

Smithbilt Shed

Standard sheds have an aluminum exterior on the roof and sides with a choice of baked-on enamel colors. Wood Frame built of Yellow Pine with 24" Separations studs between frames. Floor-to-ground has fully Pressure-treated wood 3/4" Tongue and Groove connected to 2'x 6' Floor joist/frame. 6 ft side walls standard height with the possible upgrade to 7ft walls. All Smithbilt sheds meet current building codes. Hurricane Zone Rating Built to Florida Building Code Specifications. Including engineer plans as needed for building permits.

Features Include:

- 8' x 7' Roll Up Door
- 48" Door
- Electric
- Escort fee (sheds over 12' wide)



Note: picture to show shed style only; your shed features may differ. Crane fee not included.

The regular payment deposit is 50%, and the balance is due one day before delivery.

**12 x 20 Streamline Style
Shed
\$ 8,484.00**

Standard Delivery and Set Up are included (**access required**)

Crane service, if needed, will be an extra charge.

Delivery Time: Approx.

Estimate Valid for

Permit, Contractor fees, and permit fees are not included.

Thank you.

Otavio Jancowski

2598 S Military Trail
West Palm Beach Fl, 33415
561-965-3456 Office number
561-649-9991 Fax number



SHEDS-N-MORE

3898 S State Rd 7
Miramar Fl, 33023
954-961-7433 Office number
561-649-9991 Fax number

November 8, 2023

To: Town of Pembroke Park
Attn: Misael Flores
Phone: 954-540-5903
Email: mflores@tppfl.gov

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**14 x 24 Streamline Style
Shed
\$ 13,372.00**

Standard Delivery and Set Up are included (**access required**)

Crane service, if needed, will be an extra charge.

Delivery Time: Approx.

Estimate Valid for

Permit, Contractor fees, and permit fees are not included.

Thank you.

Otavio Jancowski



1-866-606-3991 4.8★★★★

Location

[Home](#) | [Login](#) | [View Cart](#) | [Track Order](#)

Search...

Search

OPEN 24/7 - CALL NOW - 1-866-606-3991

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[HOBBIES, GAMES AND TOYS](#)

[GREEN PRODUCTS](#)

[AUTO](#)

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[Home > Home & Garden > Buildings >](#)

[Click Here](#)

12' x 20' x 8' Steel Frame Shed Garage Building Kit

4.8★★★★ 2671 reviews

[More Info](#)

Want Extra Savings?

Text: **SAFER To 1-866-606-3991** For Extreme Steals & Deals!

[Sign Up For VIP Steals & Deals...](#)

Make An Offer

LIST PRICE: \$11,189.95

REGULAR PRICE: **\$10,989.95**

CYBER MONDAY SALE: \$10,779.95

You save \$410.00!

Sale Ends in

01 : 12 : 25

Product Code: VSL-330937265482

Choose Color: Brite Red

Choose Shipping Method*: Regular Shipping (Call For Quote)

Delivery Type

☐ Business Delivery [Add \$0.00]

☐ Residential Delivery [Add \$75.00]

Terms & Conditions ☐ I Agree To Terms & Cond.

ADD TO CART

**LARGE PURCHASE FINANCING
CLICK HERE**

Description

12' x 20'

Garage Building Kit

Motorcycle ATV Carport Cover
Building



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These prefabricated steel buildings are perfect for use as metal garages to store your boat or cars. If you are looking to build a new steel auto garage, then look no further.

Our metal garages and building kits are a cost effective solution to traditional wood frame garages. Inexpensive to purchase, extremely simple to erect, and absolutely zero maintenance are just a few key factors that make our steel garages and building kits the most popular in the industry.

**ORDER ONLINE NOW OR
CALL 1-866-606-3991**



Our metal garages are designed to withstand the harshest elements on Earth. Hurricanes, tornadoes, earthquakes, our buildings have been tested and withstood them all! Unsurpassed strength and longevity will give your steel garage the ability to protect your valuables without breaking the bank. With such superior materials and design, our metal garage packages will outlast any wood structure on the planet.

Steel garages don't burn, are not susceptible to termites, are rodent proof, cost less to insure, and will increase your property value! Not to mention they look great! The benefits are numerous!

CYBER MONDAY SALE: \$9,622.95

Add ☐



50' x 100' x 17' Metal Arch Farm
Dome Building
CYBER MONDAY SALE: \$50,298.95

Add ☐



40' x 50' x 18' Metal RV Camper
Tractor Trailer Storage Building
CYBER MONDAY SALE: \$29,819.95

Add ☐



25' x 30' x 12' Steel Frame Gambrel
Arch Equipment Storage Building
CYBER MONDAY SALE: \$10,768.95

Add ☐



40' x 100' x 18' Metal Tractor Trailer
Storage Building
CYBER MONDAY SALE: \$49,648.95

CYBER MON. COUPONS! TAP!





≡ MENU

SALE!

10% Off The Base Price Of In-Stock Sheds, Garages, And Porches!*

7% Off The Base Price Of Custom Sheds, Garages, And Porches!*

Sale Ends November 30th!

**Additional options on stock buildings, custom buildings, and delivery are not included in the promotion. Greenhouses, animal shelters, and deer blinds are excluded from the promotion*

[VIEW INVENTORY](#)

[DESIGN A SHED](#)

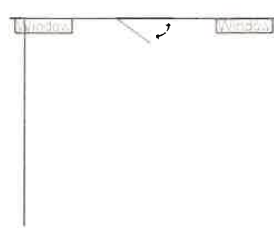
Please Enter Your location to see accurate prices

Address...

UPDATE



Page 6 of 8



12'x20' Ranch Style Metal Garage

~~\$15,156.00~~ **\$13,753.00**

Siding Color: Charcoal

Roofing Color: Black

Features & Options:

- 29 Gauge Tuff Rib Metal Siding
- 40 Year Metal Siding
- Metal Trim – Black
- 40 Year Metal Roof
- One 36" NoWin Prehung Entry Door w/4Ever Frame – White
- 9'x7' Insulated Garage Door – White \$60
- Two 24"x36" Windows and 2 Vents – White \$170
- 7/16" OSB Roof & Wall Sheathing
- 2"x6" Treated Floor Joists 12" OC
- 3/4" T&G Plywood Roseburg RigidCoat® Floor
- One 2'x12' Shelf \$144
- One 4'x12' Loft \$156
- One 4' IMR Adjustable Wood Ramps \$308

- Metal Wainscot – Black \$96

Delivery Fee \$199

Estimated Rent-to-Own Price: \$683.06/mo



1 in stock

Pay a deposit
\$500.00

RESERVE WITH DOWN PAYMENT

REQUEST INFO

APPLY FOR RENT TO OWN

PLEASE NOTE: This is a down payment. Additionally, there will be a Sales Tax charge and Shipping charge. If you have questions on what these other charges will be, please "Request Info" before giving your down payment. If you are buying with Rent-to-Own or Financing, please use "Request Info" instead of reserving with a down payment.

SKU: 47461

Category: **Ranch Garage**

Tag: **12x20**

**On-Display At Our Williston, ND (South of TNT
Fireworks) Shed Lot:**

Shed Depot and Shed Guy Services, Inc.		QUOTE
9600 NW 77 AVE		
HIALEAH GARDENS, FL 33016	invoice #	DATE
Phone: (305) 231-1990 Cellular: (786) 260-1063	121323002	12/13/2023

BILL TO/ DELIVERY TO
City of Pembroke Park 3150 SW 52 Ave. Pembroke Park, Fl. 33023
Misael Office 954-540-5903 Cell 786-262-2772 mflores@tppl.gov
P.O NUMBER:

DESCRIPTION		AMOUNT
12' X 30' Lapsider SHED (means no overhang, actual exterior dimension 11'8"), RAISE WALLS (means 7 1/2" interior side walls) with: An 8' wide Rollup door on the 12' wall , 34"x80" (or 44"x80") side door, up to four windows & basic recessed electrics (3 lights, 2 outlets & 1 switch), GALVANIZED STEEL roof. Including delivery, installation and anchored.		\$14,786.24
Colors: _____, trims _____ & roof Galvanized Steel		
Galvalume Steel roof, with 18 gauges Accu steel structure Inside (trusses & studs 24" away). All floor materials will be pressured treated with: 3/4" plywood, 4"x6" skids but 2"x6" metal floor joist (16" away).		
taxes (7%)		EXEMPT
We will need a minimum wide-open access of 14'-16 for delivery.	Total	\$14,786.24
State of Florida Approved Shed, 170 MPH Certified		
<i>Thank you for your business!</i>		

If you have any questions about this invoice, please contact

WILLIAM SOSA, 786- 260-1063 thesheddepot@gmail.com















AGENDA ITEM REPORT



To: Commission
Subject: Sanitary Sewer Emergency Repair
Meeting:
Department: Administrative
Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

On Thanksgiving Day, Thursday, November 23rd, at 9:00 PM, the Police Department contacted Public Services to notify them that the sanitary sewer master station located at 2700 S. Park Rd, was not functioning properly. A to Z Statewide Plumbing were contacted to assist with the repairs. Public Services staff were on site until the repair was completed on Tuesday, November 28th. Attached is the contract and invoice from A to Z for the pump trucks and vacator truck for the 3 days they were assisting.

FINANCIAL IMPACT:

\$11,737.50

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Approval of invoice

ATTACHMENTS:

[PS A to Z invoice](#)

[PS Emergency break A to Z contract](#)



A to Z Statewide Plumbing, Inc.
2215 SW 58th Terrace
West Park, FL 33023
954.981.2133

BILL TO

Town of Pembroke Park
3150 SW 52 Ave
Pembroke Park, FL 33023

INVOICE
147873

INVOICE DATE
Dec 05, 2023

JOB ADDRESS

Town of Pembroke Park
3150 SW 52 Ave
Pembroke Park, FL 33023 USA

Completed Date: 12/5/2023

Technician: Darren Parker

Technician: Donald E Kitchen

Technician: Dovaska Clayton

Technician: Theodore Campbell

Technician: Trevor Thompson

Payment Term: Due Upon Receipt

Due Date: 12/5/2023

DESCRIPTION OF WORK

11/27/23- Arrived on location with two industrial pump trucks and one vac truck setting up on all trucks on manholes to pump out manholes and transfer over to master station.

11/28/2023-

Returned with pump and vac truck along with confined space entry crew and equipment. Pump down man holes plugout lines shutting down liftstation sending man down into out to remove rags ad unplug lines to lift station

TASK	DESCRIPTION	QTY	PRICE	TOTAL
VACTRKMISC	VAC Truck Miscellaneous: Pump truck miscellaneous 11/27	7.50	\$225.00	\$1,687.50
VACTRKMISC	VAC Truck Miscellaneous: Pump truck miscellaneous #2 11/27	5.50	\$225.00	\$1,237.50
VACTRKMISC	VAC Truck Miscellaneous: Vac truck miscellaneous 11/27	7.50	\$275.00	\$2,062.50
CONFINED	Confined Space Entry: • Confined space entry • CSE or C.S.E •	1.00	\$2,000.00	\$2,000.00

Invoice #147873

Page 2 of 11

Page 1 of 2

VACTRKMISC	VAC Truck Miscellaneous: Vac truck miscellaneous 11/28	9.50	\$275.00	\$2,612.50
VACTRKMISC	VAC Truck Miscellaneous: Vac truck miscellaneous	9.50	\$225.00	\$2,137.50

SUB-TOTAL \$11,737.50

TAX \$0.00

TOTAL DUE \$11,737.50

BALANCE DUE \$11,737.50

Thank you for choosing A to Z Statewide Plumbing, Inc.

CFC 1426229 / CFC 1426354

CUSTOMER AUTHORIZATION

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

Sign here

Date

CUSTOMER ACKNOWLEDGEMENT

I find and agree that all work performed by A To Z Statewide Plumbing, Inc. has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. We at A to Z Statewide Plumbing are so confident in our drain cleaning abilities that we are proud to offer you a ONE YEAR NO HASSLE GUARANTEE. Should any line that we clean - back up or clog within one year of the original service date, A to Z will re-clean that line one time at no cost to you provided that non-biodegradable materials are not removed from the line, nor abuse to the line.

My signature here signifies my full and final acceptance of all work performed by the contractor.

Sign here

Date

Town of PembrokePark
3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov



QUARTERLY AND ON-DEMAND JET-VAC CLEANING SERVICES AGREEMENT

Town Procurement: RFQu21-14 – Revised Continuing and On-Demand Services For Jet-Vac Cleaning of Lift Stations

Provider Name: A To Z State Wide Plumbing, a Florida Corporation

Provider Address: 2215 SW 58th Terrace
West Park, FL 33023

Contact: Ted Campbell

Email: Ted@atozstatewideplumbing.com

Telephone: (954) 981-2133

FEI/EIN #: 59-2598592

Ranking A To Z State Wide Plumbing ranked #2 out of 6 Bidders.

Project: Provider shall furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, insurances, and all incidentals necessary to perform quarterly cleaning services, and on-demand repair services for twenty-eight (28) lift stations throughout the Town of Pembroke Park (TOWN). for a two (2) - year term continuing service contract. Awarded qualified Vendor(s) will form a pool of Jet-Vac vendors that will have the option to renew for two (2) additional one (1) year terms for a total of four (4) years.

The Project is described in more detail in the attached Town's Invitation to Bid No. 21-14, Exhibit A, which is incorporated by reference herein. The project is further subject to the terms and conditions contained in, which is on file with the Town Clerk and is incorporated into this Agreement by reference herein.

THIS AGREEMENT ("Agreement") is made by and between A To Z State Wide Plumbing, LLC ("Provider") identified above and the Town of Pembroke Park ("Town"), located at 3150 SW 52nd Ave., Pembroke Park, FL 33023.

In consideration of the mutual covenants and conditions set forth herein, Provider and Town agree as follows:

1. Services. For the purpose of this Agreement, Services shall mean the labor, materials, equipment, and other services necessary for the completion of the Jet-Vac cleaning services. Provider shall render the Services in a diligent, careful, and thorough manner consistent with good business practice. Provider shall be assigned the lift stations, but not limited, in Table 1 below for quarterly Jet-Vac cleaning.

Table 1

Index	Lift Station ID Number	Lift Station Location	Flexible Hose?
1	5	3196 W Hallandale Bch Blvd (Pembroke Park Lakes MHP, A199)	Yes
2	6	3150 W Hallandale Bch Blvd (La Siesta Mobile Home Park)	Yes
3	18A	3120 W Hallandale Bch Blvd (Holiday RV Park MHP, 6 th Street)	Yes
4	24	3100 W Hallandale Bch Blvd (Green Acres MHP, A207)	Yes
5	25	3100 W Hallandale Bch Blvd (Green Acres MHP, A310)	Yes
6	30	2310 SW 31 st Avenue (Bamboo Lakes MHP)	Yes
TOTAL		6 LIFT STATIONS	

*MHP – Mobile Home Park

2. Fee. Town shall pay Provider the prices for services rendered as bid by Provider and shown in Table 2 below. The Fee shall be the sole compensation paid to Provider in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Provider.

3. Invoices. Invoices shall be submitted to: Town of Pembroke Park Finance and Budget Department, 3150 SW 52nd Avenue, Pembroke Park, FL 33023. Invoices shall show the nature of the service and dates(s) of service. Provider shall provide W-9 or FEIN# to Town with first invoice.

4. Payment. The Fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 30 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes.

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TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD • (954) 966-4600 FAX • (954) 966-5186

TOWN OF PEMBROKE PARK

ADDENDUM 1

REVISED CONTINUING AND ON-DEMAND SERVICES FOR
JET-VAC CLEANING OF LIFT STATIONS

RFQu21-14

SUBMISSIONS FOR QUOTES ARE REQUESTED FOR

TUESDAY, DECEMBER 28, 2021

THURSDAY, JANUARY 13, 2022

TOWN OF PEMBROKE PARK
ATTENTION: MYRIAM JACQUES
MJACQUES@TPPFL.GOV
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023



TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD • (954) 966-4600 • FAX (954) 966-5186

RFQu21-14 – REVISED CONTINUING AND ON-DEMAND SERVICES FOR JET-VAC CLEANING OF LIFT STATIONS

1. Project Description

Town of Pembroke Park, Florida ("TOWN") is soliciting quotes for a two (2) - year term continuing service contract from qualified licensed Vendors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and all incidentals necessary to perform quarterly cleaning services, and on-demand repair services for twenty-eight (28) lift stations throughout the Town of Pembroke Park (TOWN). The lift stations will be equally divided among all the Vendors. Awarded qualified Vendor(s) will form a pool of Jet-Vac vendors that will have the option to renew for two (2) additional one (1) year terms for a total of four (4) years. A Contract will be awarded only to responsible and responsive Vendor(s) licensed and qualified by experience to do the work specified.

2. Project Background

TOWN owns and operates twenty-eight (28) lift stations located throughout on 1.67 miles within the town's limits. Lift stations range from 10 to 20 feet deep and are equipped with duplex pump systems mounted inside each well. There are twenty-five (25) wet well type stations, of which twenty-four (24) are equipped with ABS (Sulzer) pumps and one (1) wet well with a Hydromatic pump. The three (3) wet/dry well type lift stations are equipped with Gorman-Rupp pumps.

3. Scope of Work

The Contractor shall provide Jet-Vac cleaning services for four (4) to sixteen (16) lift stations every three (3) months. The Contractor shall be escorted then set up an industrial vacuum truck to power clean and vacuum out all waste and debris from the lift station along with power cleaning the walls, floats, pumps, and floor of each lift station. The Contractor shall then break down the vacuum truck and move to the next lift station to repeat the same process at the next lift station until all projected lift stations are cleaned. TOWN will provide a 100-foot roll of 6-inch flex hose for the cleaning operation. The Contractor shall also provide On-Demand emergency services. The Contractor must have a response by a live-person for these On-Demand service calls which may be received via phone or email. In addition, the Contractor must respond via phone or email within thirty (30) minutes and must have the Jet-Vac truck at the lift station for cleaning no later than two (2) hours after receiving and accepting the job. Beside cleaning services, On-Demand services may include TV scan and Jet-Vac cleaning during pipe repairs along with a factfinding video of the pipe.



4. Business Licenses

Vendors shall fill a Vendor's enrollment form, if not a Town Vendor, submit their State of Florida business certificates, W-9, and liability insurance certificates.

5. Deliverables

Using the quote form below, Vendors shall provide quotes for the line items requested.

6. Payment

Payment will be made within 30 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. The invoice shall be paid based on receipt of the invoice schedule indicated above.

7. Quote Form

Vendor warrants, by virtue of bidding, that the prices quoted will be firm for acceptance by TOWN, and that the quotes will be in compliance with the Broward County Prevailing Wages.

(Please fill in all blanks and return with your Quote.)

NOTE: Vendor shall perform the work with its own organization, amounting to not less than 35 percent of the contract price.

Vendor agrees to perform all the work described in the contract documents for the following unit prices or lump sums. QUOTES shall include shipping costs, sales tax, and all other applicable taxes. Vendor also understands that the extended total for each and every item is the result of multiplying the quantity times the unit cost. The unit cost shall prevail, if discrepancies between the unit and total costs are found.

Contractor Shall Calculate and Provide Quantity Required for Each Line Item.

In accordance with the Town's Request for Quote (RFQu 21-14) and the specifications contained herein, the undersigned proposes the following quotes. The disposal fee shall be included separately.

RFQu21-14 – Revised Continuing and On-Demand Services for Jet-Vac Cleaning of Lift Stations



RFQu21-14 – Revised Continuing and On-Demand Services for Jet-Vac Cleaning of Lift Stations

Company Name		A to Z			
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1.	Jet-Vac Cleaning Per Eight-(8) Hour Day	1	1	1,960.00	1,960.00
2.	Jet-Vac Cleaning Per Lift Station	1	1	625.00	625.00
3.	Jet-Vac Cleaning for an Emergency Service (Indicate whether per hour <u>or</u> one lump sum)	1	1	367.50 MIN 3 HOURS	1,101.00
4.	Additional Hoses (if required)	1	1	265.00	265.00
5.	MOT (when required)				

Authorized Signatory: (Signature)

Ted Campbell

Executed by: (Type or Print Name)

Ted Campbell

Title:

OWNER

For: (Company)

A to Z STATEWIDE PLUMBING

Address:

2215 SW 58 Terrace West Park FL 33028

Telephone Number:

(954) 981-2133

Email:

Ted@atozstatewideplumbing.com

A. Bid Signature Page

HOW TO SUBMIT QUOTES: Quotes must be submitted via email. It is the sole responsibility of the Vendor to ensure that the Quote reaches the proper recipient at the Town of Pembroke Park. Quotes and requested forms shall be addressed and sent to Myriam Jacques, Assistant Public Services Director, at MJacques@tppfl.gov.

The undersigned hereby agrees to furnish services subject to all Town Procurement policies, terms and conditions, and specifications.

I have read the RFQu, with scope of work and the specifications and fully understand what is required. By submitting this signed Quote, I understand any resulting Town contract will be subject to Town Procurement policies, terms and conditions, and specifications.



A To Z State Wide PLUMBING 11/13/22
 Submitted by _____ Date _____
Ted Campbell 11/13/22
 Signature _____ Date _____
Ted Campbell OWNER
 Name Print _____ Title _____
A TO Z State Wide PLUMBING
 Company (Legal Registration) _____

FOREIGN CORPORATIONS MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

2215 SW 58 Terrace
 Address _____
WEST Park FL 33023
 City _____ State _____ Zip _____
(954) 981-2133 (954) 963-7680
 Telephone No. _____ FAX No. _____
Ted@atozstatewideplumbing.com
 Email _____

Does your firm qualify for MBE or WBE status? _____ MBE _____ WBE _____

ORDINANCE NO. 2023-014

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 2 ENTITLED "ADMINISTRATION," BY CREATING ARTICLE XII OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "TRAVEL REIMBURSEMENT POLICIES AND PROCEDURES;" PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes; and

WHEREAS, the Town also has the express authority to establish reasonable per diem and travel allowances pursuant to Section 166.021(4), Florida Statutes; and

WHEREAS, the Town Commission is aware that the U.S. General Services Administration ("GSA") annually updates per diem and travel reimbursement allowances by destination for official government travel and that said allowances may be used to guide municipal per diem and travel allowances; and

WHEREAS, upon recent review of the current per diem and travel allowances permitted by GSA, the Town Manager has determined several of the Town's per diem and travel allowances are outdated and therefore, the Town Manager is recommending that the Town Commission increase several of the Town's per diem and travel allowance amounts to equal the maximum amounts allowed by GSA; and

WHEREAS, the Town Commission also desires to incorporate Google Maps into the Town's travel policy for purposes of establishing a uniform and widely accepted standard for calculating mileage when mileage is necessary for reimbursement; and

WHEREAS, The Town Commission of the Town of Pembroke Park, Florida, herby finds this Ordinance to be in the best interests of the public health, safety and welfare of the citizens of Pembroke Park.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, 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.

Section 2. Chapter 2, Article XII of the Town's Code of Ordinances, is created as follows:

ARTICLE XII. – TRAVEL REIMBURSEMENT POLICIES AND PROCEDURES

Sec. 2-310. Reimbursement policy and procedures for official travel.

- (a) Purpose. It is the intent of this section to regulate official travel expenses of Town officers, employees, and other authorized persons, as defined in F.S. § 166.021. It is also the intent of this section that the provisions of F.S. § 112.061, pertaining to municipalities, and any amendments, additions, or modifications to such provisions, shall be incorporated herein by reference, to the extent this section does not address a subject matter that is addressed in F.S. § 112.061, and that the provisions contained in this section shall be supplemental and in addition to the provisions of F.S. § 112.061. In the event of any conflict between this section and F.S. § 112.061, this section, in accordance with F.S. § 166.021, shall prevail.
- (b) Definitions. For purposes of this article, the following terms shall have the meanings indicated:

{00582371.1 3399-0000000 }

Page 2 of 9

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

- (1) Officer or public officer. An individual who, in performance of his/her official duties is vested by law with sovereign powers of government, who is elected by the people (mayor and Town Commission).
- (2) Employee or public employee. The Town manager or an individual, whether commissioned or not, other than an officer or authorized person as defined herein, who is filling a regular or full-time authorized position and is responsible to the Town manager.
- (3) Authorized person.
 - (A) A person, other than a public officer or employee, as defined herein, whether elected or commissioned or not, who is authorized by the Town manager or Town Commission to incur travel expenses in the performance of his official duties; or
 - (B) A person who is called upon the Town to contribute time and services as consultant or adviser.
- (4) Traveler. A public officer, public employee, or authorized person, when performing authorized travel.
- (5) Travel expense. The usual, ordinary and incidental expenditures necessarily incurred by a traveler.
- (6) Common carrier. Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.
- (7) GSA (General Services Administration). The Federal government agency tasked with managing government buildings and real estate, providing product and service procurement, and developing policies and regulations.
- (8) GSA Rate or Amount shall mean the most current rate adopted by the GSA and in effect at the time the travel expense is incurred.
- (c) Authority to incur travel expenses.
 - (1) All travel of public employees must be authorized and approved by the department head and Town manager. Multiday travel of the Town manager or a public officer must be approved by the Town Commission.

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- (2) Day trips may be authorized by the department head without approval of the Town manager.
- (3) The Town shall not authorize or approve such a request of a public employee unless it is accompanied by a signed statement listing the purpose of such travel, the dates and expenses involved, and a copy of the travel itinerary attached.
- (4) Travel expenses of travelers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the Town and must be within the limitations prescribed by this policy.
- (d) Computation of travel time for reimbursement. For purposes of reimbursement and methods of calculating fractional days of travel, the following principles are prescribed:
- (1) Travel categories. The following travel categories are prescribed:
- Class A. Continuous travel of 24 hours (or more) away from the city.
- Class B. Continuous travel of less than 24 hours with an overnight absence from the city.
- Class C. Travel for short or day trips when the traveler is not away from the Town overnight.
- (2) Travel reimbursements. All travelers shall be reimbursed for the actual dollars spent with a maximum of the GSA rate for meals at the destination location. A detailed receipt is required for reimbursement. Reimbursements shall be made according to the following schedule:
- (A) Meals for class B and class C shall be reimbursed for travel which:
- (i) Breakfast begins before 6:00 a.m. and extends beyond 8:00 a.m.
- (ii) Lunch begins before 12:00 noon and extends beyond 2:00 p.m.
- (iii) Dinner begins before 6:00 p.m. and extends beyond 8:00 p.m.
- (B) Meals for class A travel shall be authorized up to a maximum of the GSA rate for the destination location. A detailed receipt is required for reimbursement.
- (C) When a traveler attends an event on the city's behalf and the fixed price of the meal exceeds the per meal allowance, the traveler shall be reimbursed the actual cost of the meal as authorized by the Town manager.

{00582371.1 3399-0000000 }

- (D) Receipts shall not be required for meals on authorized overnight travel.
- (E) No traveler shall be reimbursed for meals gratuitously provided by another party.
- (F) No traveler shall be reimbursed for meals when travel is confined to the Town or immediate vicinity, except as authorized by the Town manager.
- (G) Reimbursement for overnight travel shall be for actual lodging expenses at the single occupancy rate, to be substantiated by paid receipts, and shall be reimbursed at a maximum of the current GSA lodging rate for the destination location.
- (H) Lodging will be reimbursed for out of county, multiday activities, and shall be reimbursed at a maximum of the current GSA rate for lodging at the destination location.
- (I) No sales tax shall be reimbursable to any person, unless the Town is also required by law to pay such tax.
- (J) Items specifically disallowed for reimbursement purposes:
- (i) Alcoholic beverages;
 - (ii) Entertainment;
 - (iii) Any expenses incurred by dependents;
 - (iv) Attendance at political rallies; and
 - (v) Travel for the specific purpose of promoting the candidacy of an individual for public office.
- (K) Other reimbursable expenses:
- (i) Toll charges;
 - (ii) Taxi fares;
 - (iii) Parking and storage fees;
 - (iv) Fuel for Town vehicle;
 - (v) Common carrier transportation—When required. (Must be approved by the Town manager);
 - (vi) Valet parking—When necessary;
 - (vii) Convention registration fees; and

{00582371.1 3399-0000000 }

(viii) Baggage handling at \$0.50 per bag up to \$2.00 upon arrival and departure.

(e) Transportation.

(1) In no circumstance shall the Town vehicle be used for purposes other than authorized official travel.

(2) All travel must be a usually traveled route. The Town manager shall designate the most economical method of travel for each trip.

(3) All employees should utilize municipal vehicles when traveling on official business.

This requirement insures adequate liability coverage in the event of an accident or injury. In those instances when a Town vehicle is not available, and with the prior approval of the department head and the Town manager, the use of privately owned vehicles may be authorized. Whenever travel is by privately owned vehicles, calculating the mileage for travel shall be deemed to start from the employee's usual Town work building/location (not from the employee's place of residence) to the official travel destination and the traveler shall be entitled to a mileage reimbursement at the "standard mileage rate." The standard mileage rate is set annually by the Internal Revenue Service. All mileage shall be from point of origin to point of destination based on a current Google map submitted with the travel expense report. Mileage will be based on the estimated most direct Google map route.

(4) Travel reservation for official travel on a common carrier shall be made through the Town manager or individual designated by the Town manager to coordinate travel reservations. The Town manager or their designee shall insure that travel is cost-effective and pursuant to all procurement procedures adopted by the Town.

(f) Fraudulent claims. Any individual receiving an allowance or reimbursement by means of a false claim shall be liable for the amount of the overpayment, plus interest at a rate equal to the average rate currently received on investments and may be subject to termination or disciplinary action as provided by the Town Charter, personnel policy or any other applicable policy or law adopted by the Town Commission.

(g) Standard procedures.

{00582371.1 3399-0000000 }

(1) Travel voucher. Travel expense reports, on a form prescribed by the Town manager, shall be submitted by all individuals performing official travel within ten working days of the individual's return. Each approved travel expense report will be audited when received. Individuals requesting reimbursement are responsible for mathematical computation. Any report which is not approved or properly prepared, or is prepared in such a way as to be unauditable, will be returned for resubmission. Travel authorization and all required receipts must be submitted with the expense report in order to claim a reimbursement.

(2) Travel advances.

(A) Travel advances for overnight travel must be requested at least two weeks in advance of the departure. An explanation as to the reason for travel, the amount of money and correct account to be charged must be indicated on the request.

(B) No travel advances will be made for class C travel. Due to tax implications, reimbursement will be made to the employee in the payroll following submission of approved expense report.

(C) Any unused portion of money advanced to a traveler shall be repaid immediately upon the return of the traveler. Any unused advance money not repaid within 15 calendar days after return of the traveler shall accrue interest at the average rate currently received on Town investments. Any Town employee not repaying any unused portion of a travel expense advance within 30 days after his/her return will have his/her salary withheld by the Town until repayment is made.

(D) In instances where a trip should arise for a member of the Town Commission that does not provide ample notice to the Commission at a public meeting, then, with a minimum of 24 hours' notice, the traveler shall request the Town manager to send a memo to the mayor, each commission member, town attorney and town clerk advising them of the trip, departure date, justification and return date. At the first regular Town Commission meeting after return from an official trip, the council member shall make a verbal report to the council on the text of the trip.

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Page 7 of 9

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

Section 3. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, 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 remaining portions or applications remaining in full force and effect.

Section 6. This Ordinance shall become effective upon passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

{00582371.1 3399-0000000 }

Page 8 of 9

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS 8th DAY OF
NOVEMBER, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

ASHIRA MOHAMMED
Mayor

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

ASHIRA MOHAMMED

ERIK MORRISSETTE

WILLIAM R. HODGKINS

MUSFIKA KASHEM

GEOFFREY JACOBS

{00582371.1 3399-0000000 }



BUSINESS IMPACT ESTIMATE¹

Meeting Date: 11/8/2023

Agenda Item No. 9.1

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

ORDINANCE NO. 2023-014

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 2 ENTITLED "ADMINISTRATION," BY CREATING ARTICLE XII OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "TRAVEL REIMBURSEMENT POLICIES AND PROCEDURES;" PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs: NONE
- b. New Charges/Fees on Businesses Impacted: NONE
- c. Estimate of Regulatory Costs: NONE

Good Faith Estimate of Number of Businesses Likely Impacted: NONE

Any Additional Information:

¹ Business Impact Estimate does not apply to the following:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances related to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract/agreement;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement;
- 7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

ORDINANCE NO. 2023-015

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 18 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PARKS AND RECREATION"; SPECIFICALLY CREATING ARTICLE III; TO BE ENTITLED "PARKS AND RECREATION ADVISORY BOARD;" PROVIDING FOR THE ESTABLISHMENT OF A PARKS AND RECREATION ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR DUTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (the "Town") values recognizes the important role of public parks and recreational facilities in the lives its citizens and residents; and

WHEREAS, the Town is constantly seeking to enhance its parks and recreations system; and

WHEREAS, the Town Commission of the Town of Pembroke Park has determined it to be in the best interest of the citizens and residents of the Town to establish a Parks and Recreation Advisory Board to further the Town's commitment to enhance its parks and recreation facilities and programming.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

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. All exhibits referenced herein are hereby incorporated within this Ordinance by this reference and made a specific part hereof.

Section 2: Chapter 18, entitled "Parks and Recreation," of the Town of Pembroke

Park's Code of Ordinances, is hereby amended, by creating Article III, to be entitled "Parks and Recreation Advisory Board," as follows:

Article III. – Parks and Recreation Advisory Board

Sec. 18-23 ESTABLISHMENT AND PURPOSE

(a) It is the intent of the Town Commission in establishing the Parks and Recreation Advisory Board that this Board shall act in an advisory capacity to the Town Commission for the express purpose of providing the Commission non-binding recommendations to assist the Town improving its parks system and recreational programming including recommendations on the use, management, and operation of existing and future facilities and programing development.

Sec. 18-24 DUTIES

The duties of the Pembroke Park Parks and Recreation Advisory Board shall be as follows:

- (a) To act in an advisory capacity to the Town Commission; to conduct and hold public meetings in which matters affecting existing and future parks and recreation facilities and programming are considered and discussed;
- (b) To articulate and transmit recommendations to the Commission on parks and recreation facilities and programming concerning the Town that may be addressed by Commission or Administrative action;
- (c) To perform additional duties related to the City's parks and recreation system as may be assigned by the Town Commission from time to time.

Sec. 18-25 BOARD ACTION ADVISORY ONLY

The actions, decisions, and recommendations undertaken or approved by the

Parks and Recreation Advisory Board of the Town of Pembroke Park shall not be final or binding on the Town Commission, but shall be advisory only.

Sect. 18-26 COMPOSITION, APPOINTMENT OF MEMBERS, AND TERM

(a) The Town of Pembroke Park Parks and Recreation Advisory Board shall consist of five (5) members.

(b) Each member of the Town Commission shall appoint one member to the Board. Appointees to the Board shall be announced publicly by the appointing Commissioner at a regular meeting of the Town Commission.

(c) Members of the Board are not appointed for a defined term and may be removed by a majority vote of the Town Commission.

Sect. 18-27 QUALIFICATIONS OF MEMBERSHIP

All individuals appointed by the Town Commission to serve on the Parks and Recreation Advisory Board must be residents of the Town, owners of a business located within the Town or the business owner's designee.

Sect. 18-28 MEETINGS, DATES, PROCEDURES, RECORDS, AND QUORUM

(a) An organizational meeting of the Parks and Recreation Advisory Board shall be held at the first meeting of the Board after their appointment.

(b) A chairperson and vice-chairperson shall be elected for terms of one (1) year by a majority of the Board.

(c) The Board shall determine its meeting schedule and shall meet, as needed; however, additional meetings may be called by the chairperson, or at the request of the Town Commission or the Town Manager.

(d) Three (3) members in attendance shall constitute a quorum of the Board.

- (e) All meetings of the Board shall be open to the public and subject to the requirements of Section 286.011, F.S.

Sec. 18-29. ASSISTANCE TO THE BOARD

- (a) The Town Commission shall designate a Town employee to attend board meetings and provide assistance and advice to the Board in its deliberations. The Commission member designated to oversee the Town's parks shall serve as the commission liaison to the Board. The Town Clerk, or his or her designee, shall act as the secretary to the Board and be responsible for providing notice of Board meetings and for recording of meeting minutes.

Section 3: It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, 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 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 5: 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 6: This Ordinance shall become effective upon adoption.

THE REST OF THIS PAGE HAS BEEN
INTENTIONALLY LEFT BLANK

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

ASHIRA MOHAMMED
Mayor

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

ASHIRA MOHAMMED _____

ERIK MORRISSETTE _____

WILLIAM R. HODGKINS _____

MUSFIKA KASHEM _____

GEOFFREY JACOBS _____



BUSINESS IMPACT ESTIMATE¹

Meeting Date: 11/8/2023

Agenda Item No. 9.2

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

ORDINANCE NO. 2023-015

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 18 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PARKS AND RECREATION"; SPECIFICALLY CREATING ARTICLE III; TO BE ENTITLED "PARKS AND RECREATION ADVISORY BOARD;" PROVIDING FOR THE ESTABLISHMENT OF A PARKS AND RECREATION ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR DUTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs: NONE
- b. New Charges/Fees on Businesses Impacted: NONE
- c. Estimate of Regulatory Costs: NONE

Good Faith Estimate of Number of Businesses Likely Impacted: NONE

Any Additional Information:

¹ Business Impact Estimate does not apply to the following:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances related to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract/agreement;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement;
- 7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

ORDINANCE NO. 2023-016

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION"; SPECIFICALLY CREATING ARTICLE XIII; TO BE ENTITLED "YOUTH AFFAIRS ADVISORY BOARD"; PROVIDING FOR THE ESTABLISHMENT OF A YOUTH AFFAIRS ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR DUTIES AND RESPONSIBILITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (the "Town") understands the importance of offering opportunity for civic engagement to the Town's youth; and

WHEREAS, the Town Commission desires to create a Youth Affairs Advisory Board to advise the Town Commission on issues of concern and importance to the youth living within the Town; and

WHEREAS, the Youth Affairs Advisory Board will provide a venue for the Town's youth to engage with the Town Commission on important matters affecting the Town's youth; and

WHEREAS, the Town Commission hereby finds it is in the best interest of the citizens and residents of the Town of Pembroke Park to amend the Town's Code of Ordinances to establish a Youth Affairs Advisory Board.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

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. All exhibits

referenced herein are hereby incorporated within this Ordinance by this reference and made a specific part hereof.

Section 2: Chapter 2, entitled “Administration,” of the Town of Pembroke Park’s Code of Ordinances, is hereby amended, by creating Article XIII, to be entitled “Youth Affairs Advisory Board,” as follows:

Article XIII. – Youth Affairs Advisory Board

Sec. 2-317 ESTABLISHMENT AND PURPOSE

(a) It is the intent of the Town Commission in establishing the Youth Affairs Advisory Board that this Board shall act in an advisory capacity to the Town Commission for the express purpose of providing the Town Commission non-binding recommendations to assist the Town to continue addressing matters of concern or importance to the Town’s Youth.

Sec. 2-318 DUTIES

The duties of the Pembroke Park Youth Affairs Advisory Board shall be as follows:

- (a) To act in an advisory capacity to the Town Commission; to conduct and hold public meetings in which matters affecting the Town’s youth are considered and discussed;
- (b) To articulate and transmit recommendations to the Commission on matters pertaining to the youth that may be addressed by Commission or Administrative action;
- (c) To perform additional duties related to the City’s youth as may be assigned by the Town Commission or the Town Manager from time to time.

Sec. 2-319 BOARD ACTION ADVISORY ONLY

The actions, decisions, and recommendations undertaken or approved by the Youth Affairs Advisory Board of the Town of Pembroke Park shall not be final or binding on the Town Commission, but shall be advisory only.

Sect. 2-320 COMPOSITION, APPOINTMENT OF MEMBERS, AND TERM

(a) The Town of Pembroke Park Youth Affairs Advisory Board shall consist of five (5) members.

(b) Each member of the Town Commission shall appoint one member to the Board. Appointees to the Board shall be announced publicly by the appointing Commissioner at a regular meeting of the Town Commission.

(c) In making appointments to this Board, consideration shall be given by each Commission to students residing within the Town in grades ten (10) through twelve (12) who are no less than fourteen (14) years old.

(d) Members of the Board shall serve at the pleasure of the appointing member of the Town Commission.

Sect. 2-321 QUALIFICATIONS OF MEMBERSHIP

(a) All individuals appointed by the Town Commission to serve on the Youth Affairs Advisory Board must be full-time residents of the Town.

(b) All board members are required to maintain at least a 2.5 GPA during their time of the Board.

Sect. 2-322 MEETINGS, DATES, PROCEDURES, RECORDS, AND QUORUM

(a) An organizational meeting of the Youth Affairs Advisory Board shall be held at the first meeting of the Board after their appointment and thereafter at the first regular meeting in the month of September of each year or as soon thereafter

as practicable.

(b) A chairperson and vice-chairperson shall be elected for terms of one (1) year by a majority of the Board.

(c) At least one (1) meeting of the Board shall be held on a monthly basis during each academic school year.

(d) Additional meetings may be called by the chairperson, or at the request of the Town Commission or the Town Manager.

(e) Three (3) members in attendance shall constitute a quorum of the Board.

(f) All meetings of the Board shall be open to the public and subject to the requirements of Section 287.011, F.S.

Sec. 2-323. ASSISTANCE TO THE BOARD

(a) The Town Manager, or his or her designee, shall attend board meetings and provide assistance and advice to the Board in its deliberations. The Town Clerk, or his or her designee, shall act as the secretary to the Board and be responsible for providing notice of Board meetings and for recording of meeting minutes. The Town Attorney, or his or her designee, shall act as the Attorney for the Board and attend Board meetings, upon request.

Section 3: It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, 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 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 5: 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 6: This Ordinance shall become effective upon adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

ASHIRA MOHAMMED
Mayor

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

ASHIRA MOHAMMED	_____
ERIK MORRISSETTE	_____
WILLIAM R. HODGKINS	_____
MUSFIKA KASHEM	_____
GEOFFREY JACOBS	_____



BUSINESS IMPACT ESTIMATE¹

Meeting Date: 11/8/2023

Agenda Item No. 9.3

Summary of Proposed Ordinance and Statement of Public Purpose to be Served ORDINANCE NO. 2023-016

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION"; SPECIFICALLY CREATING ARTICLE XIII; TO BE ENTITLED "YOUTH AFFAIRS ADVISORY BOARD"; PROVIDING FOR THE ESTABLISHMENT OF A YOUTH AFFAIRS ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR DUTIES AND RESPONSIBILITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs: NONE
- b. New Charges/Fees on Businesses Impacted: NONE
- c. Estimate of Regulatory Costs: NONE

Good Faith Estimate of Number of Businesses Likely Impacted: NONE

Any Additional Information:

¹ Business Impact Estimate does not apply to the following:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances related to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract/agreement;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement;
- 7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

ORDINANCE NO. 2023-017

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28, ENTITLED “ZONING” BY SPECIFICALLY AMENDING SECTION 28-209, CREATING SUBSECTION (H) PROVIDING FOR CERTAIN TEMPORARY USES; PROVIDING FOR EXPIRATION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, BH 2550 LLC has petitioned the Town in conformance with Section 28-37 of the Town’s Code to amend certain permitted uses in the MXE Mixed-Use Entertainment District; and

WHEREAS, the Town’s Planning and Zoning Board recommended approval of this ordinance at its October 5, 2023 meeting; and

WHEREAS, the general purpose and intent of this ordinance is to provide proper zoning regulations in the best interest of the health, safety, welfare, and aesthetics of the community and the proper administration of its government; and

WHEREAS, the Town Commission has conducted a public hearing in accordance with the requirements of Florida law; and

WHEREAS, the Town Commission finds it to be in the best interests of the citizens and residents of the Town to amend the Town’s Code of Ordinances in accordance herewith.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1: 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: Section 28-209(B)(1)(h) is hereby created to provide certain temporary

uses for the property described in Exhibit “A” attached hereto in the “MXE Mixed-Use Entertainment District” as follows:

Sec. 28-209 Intent

B. Permitted Uses

1. The following uses are permitted in the MXE Mixed Use Entertainment District:
 - a) Accommodation uses including hotel, condominium hotel, extended stay hotel.
 - b) Commercial Recreation uses including indoor and outdoor commercial recreation facilities which are open to the public or require membership.
 - c) Entertainment uses including theater, entertainment venue, convention center, hall-for-hire, aquarium, nightclub, bar, tavern, billiard room, museum, exhibition space.
 - d) Retail uses including antiques, clothing, convenience market, florist, gift, greeting cards, grocery, jewelry, leather goods, newsstand, notions, pharmacy, souvenir, sporting goods, stationery and books and sundry.
 - e) Restaurant uses including bakery, delicatessen and ice cream parlor.
 - f) Office uses including general office, medical office, banks and financial institutions.
 - g) Multi-family Residential uses as specified in Sec. 28-209.C Specific Use Regulations
 - h) Upon Town Commission approval, certain temporary uses may be permitted for the period expiring on January 1, 2028, with the option, upon the written approval of the Town Manager based on the status of the sanitary sewer installation and certification, for two (2) additional two (2) year extensions up to and including January 1, 2033, at which time this provision shall be null and void. The temporary uses controlled by this Section (h) shall be as follows:
 1. On-Street parking pursuant to a duly executed parking use agreement;
 2. Retail showroom and storage; and
 3. Parking uses in conformance with any conditions specified by the Town Commission.
 4. Medical Marijuana Treatment Center

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: It is the intention of the Town Commission of the Town of Pembroke Park that the provisions in this ordinance shall become and be made a part of the Code of Ordinances of the town of Pembroke Park, 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 5: If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance.

Section 6: This ordinance shall become effective immediately upon its passage and adoption.

**THE REMAINDER OF THIS PAGE HAS
BEEN INTENTIONALLY LEFT BLANK**

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

AHIRA MOHAMMED
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

Jacob G. Horowitz
Interim Town Attorney

VOTE

AHIRA MOHAMMED	_____
ERIK MORRISETTE	_____
WILLIAM R. HODGKINS	_____
MUSFIKA KASHEM	_____
GEOFFREY JACOBS	_____

CODE: ~~Strikethrough~~ indicates deletion. Underline indicates additions.



BUSINESS IMPACT ESTIMATE¹

Meeting Date: 11/8/2023

Agenda Item No. 9.4

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

ORDINANCE NO. 2023-017

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28, ENTITLED "ZONING" BY SPECIFICALLY AMENDING SECTION 28-209, CREATING SUBSECTION (H) PROVIDING FOR CERTAIN TEMPORARY USES; PROVIDING FOR EXPIRATION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs: NONE
- b. New Charges/Fees on Businesses Impacted: NONE
- c. Estimate of Regulatory Costs: NONE

Good Faith Estimate of Number of Businesses Likely Impacted: NONE

Any Additional Information:

¹ Business Impact Estimate does not apply to the following:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances related to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract/agreement;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement;
- 7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).



Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023

Agenda Request

Meeting Date:	10/20/2023
Subject:	23-RZ-01 Temporary Use – 2250 SW 30 th Avenue
Initiated by:	☐ Town Commission ☐ Town Attorney ☒ Town Manager / Staff
Prepared by:	Name & Title: Mike Vonder Meulen, AICP, Consultant Town Planner
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Staff Report, Request Letter, Presentation.
Fiscal Impact:	None
Policy Question(s) for Commission Considerations:	Consider placement onto Town Commission meeting for Public Hearing.
Summary:	The applicant would like permission to temporality use the property for specific purposes for a nine year period.
Background:	Full Background and discussion are in the staff report.
Discussion/Analysis:	Full Background and discussion are in the staff report.
Options:	The Town Commission can authorize or not authorize the request.
Advantages:	The property can be used by the property owner while additional improvements (sewer) are design and constructed along SW 30 th Avenue
Disadvantages:	Some of the uses proposed are not permitted by the current zoning code.
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	Placement on a regular agenda for Public Hearing
Additional Action Needed:	None

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



October 20, 2023

To: Mayor & Town Commission

Thru: Aleem Ghany, Interim Town Manager

From: Mike Vonder Meulen, AICP, Consultant Town Planner, KEITH

RE: 23-RZ-01 – Temporary Use
BH 2500 LLC
2550 SW 30th Avenue

Request: Rachel Streitfeld with Caldera Law, agent for the owner, BH 2550 LLC, is requesting approval of temporary uses for 2550 SW 30th Avenue for a period ending January 1, 2033 (approximately 9 years). The temporary uses would allow:

1. On-street parking pursuant to a duly executed parking use agreement;
2. Retail showroom and storage; and
3. Parking uses.

Recommendation: On October 5th, The Pembroke Park Planning and Zoning Board **unanimously recommended approval of the temporary use.** The Consultant Town Planner has no objection to the applicant's request subject to the following conditions:

1. For On-street parking. The parallel and/or 45 degree on-street parking must continue to provide safe through traffic along SW 30th Avenue, must be limited to standard vehicles (cars and light trucks) and subject to a Town approved parking use agreement.
2. Parking uses on the property are limited to storage of vehicles. Storage of freight/truck Wreaked or salvaged vehicles is not permitted. No repairs are permitted unless performed within a wholly contained building. The site must meet the vehicle storage requirements found in the C-1 district of the zoning code.
3. All uses not permitted under the MXUE zoning district must be removed by January 1, 2033, and property must be returned to its original state and/or sodded unless a permit has been issued for a permitted use/structure.

Staff recommendation is the same as what was recommended by the Planning and Zoning Board; however, staff would like to see a tiered period for the temporary use starting with five (5) years and extending every two (2) years up to a maximum of nine(9) years subject to the status of the installation of sewer system on SW 30th Avenue.

Background: On March 8, 2023, the Town of Pembroke Park created a new zoning district MXUE (Mixed Use Entertainment District) and rezoned all properties on SW 30th Avenue north of Hallandale Beach Blvd.

On August 3, 2023, the Town held a Development Review Committee meeting for Park 95, a proposed site plan for a hotel and residence project (23-SP-03) on the subject site. Shortly after the meeting, it was realized by the applicant that the proposed sewer improvements for SW 30th Avenue were not fully developed as the applicant had contemplated.

The sewer improvements along SW 30th Avenue have been discussed and design of the system has been contemplated. However, at this time, the sewer system has not been designed permitted constructed, nor funded. The earliest the system could be ready if the system was designed and funded would be 2026.

In review of the use request #1, the petitioner states that the on-street parking is proposed to be 45 degrees. If 45 degree parking is permitted by the Town under a parking use agreement, Town staff will review the proposed plan to must sure traffic can proceed safely along SW 30th Avenue prior to site plan approval and issuance of a building permit.

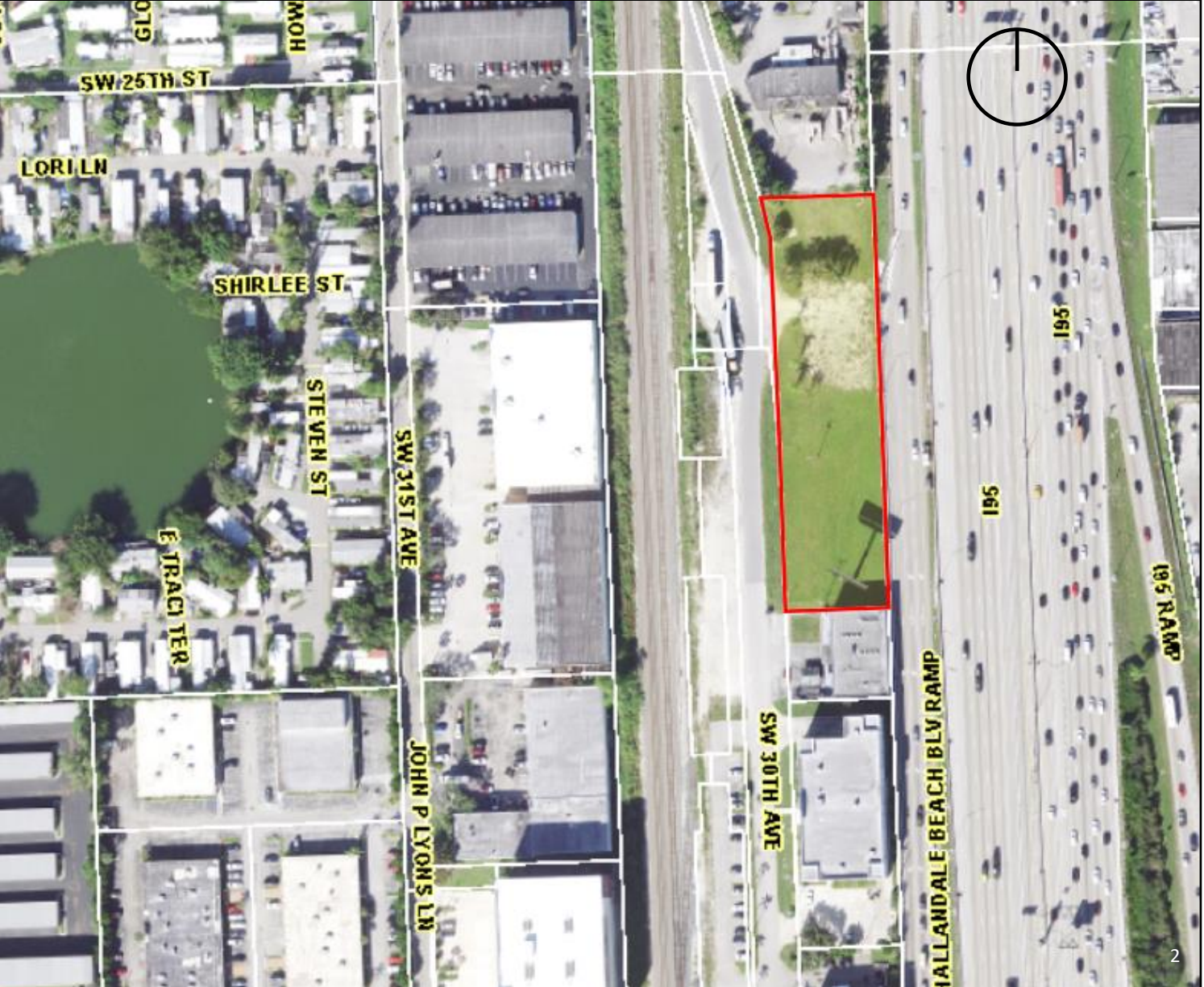
Request #2 would be considered a permitted use under the MXUE zoning code. There is no objection to this request.

In review of request #3, it appears the petitioner is requesting to use the property to store vehicles. If the Town agrees to allow this temporary use, there is criteria in the C-1 zoning district on how to handle vehicle storage at a repair shop. This criteria should be implemented which include a wall and five feet of landscaping in front of the wall.

2250 SW 30th Avenue Temporary Use

Town of Pembroke Park
Town Commission Workshop
October 25, 2023





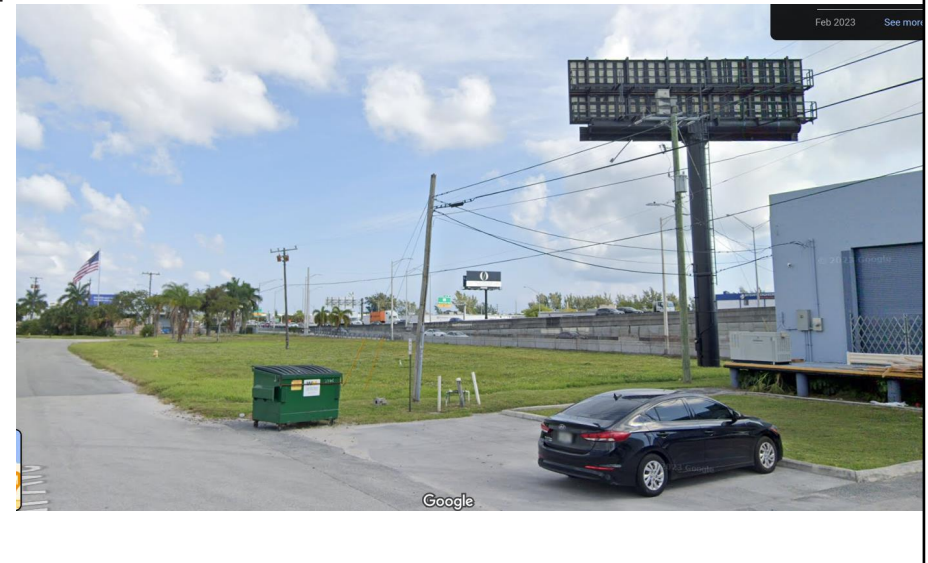
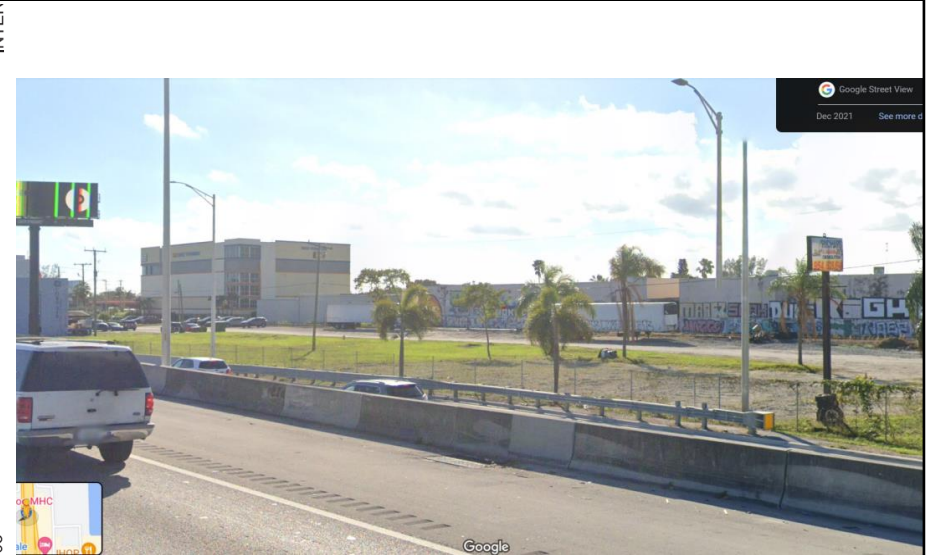
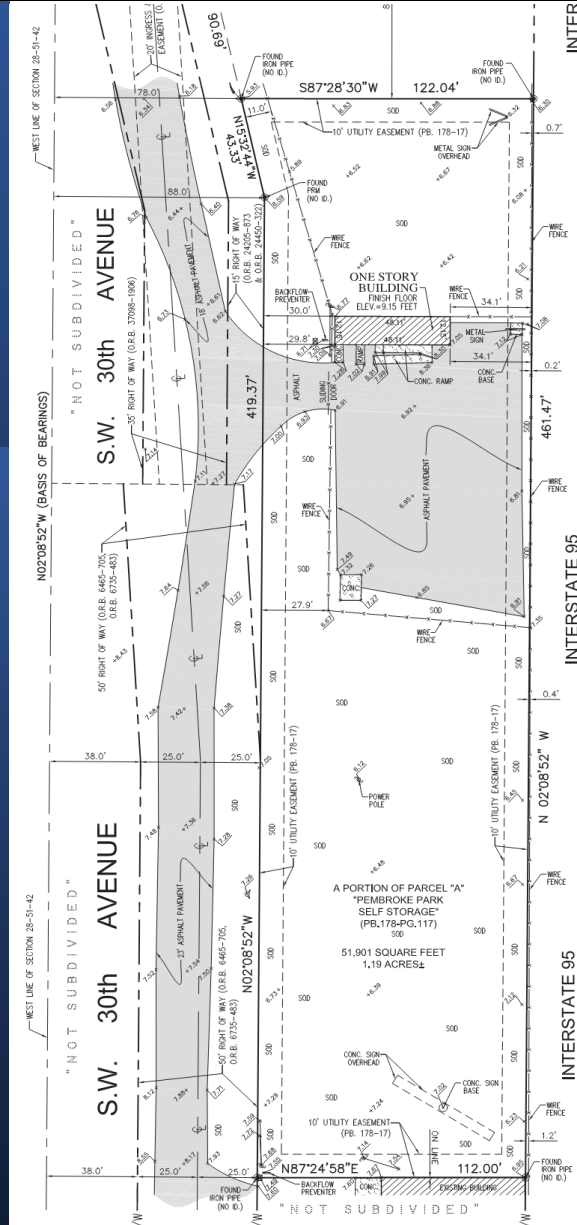
LOCATION MAP

Proposed Uses

On-street Parking

Show Room & Storage

Parking Uses



Engineering Inspired Design.



September 27, 2023

Mr. Aleem Ghany, P.E.
Acting Town Manager
1350 S.W. 52nd Avenue
Pembroke Park, Florida 33023
aghany@tppfl.gov

RE: Owner Petition to Amend Permitted Uses at 2550 S.W. 30th Avenue

Dear Mr. Ghany,

This law firm represents the owner of the property in the Town of Pembroke Park (the "Town") with the address of 2550 S.W. 30th Avenue (the "Property"). Pursuant to Ch. 28-37, which enables an owner to ask the Town to amend the regulations controlling Owner's property, Owner respectfully requests the Town amend permitted uses in the MXE district to allow the redevelopment of the Property.

More specifically, the Owner requests an amendment to Ordinance 2023-002, creating the MXE Mixed-Use Entertainment District in the Town. Ordinance 2023-003 rezoned 16.5 acres along S.W. 30th Avenue from M-1 and B-1 to "Mixed-Use Entertainment District." The Property was impacted by the subject rezoning to the effect that reasonable use is prohibited at this time by the existing MXE code language. To remedy this fact, Owner requests the Town amend Ordinance 2023-002 by adding the language below.

Section 28-209(B)(1)(h): For the land described in Exhibit "A", certain temporary uses are permitted for a period expiring January 1, 2033, at which time this provision will be null and void and no such uses will be permitted by the Town. The temporary uses controlled by this section are the following:

1. On-street parking pursuant to a duly executed parking use agreement; and
2. Retail showroom and storage; and
3. Parking uses.

This proposed amendment is in the best interests of the Town and the proper administration of its government, as well as in the best interests of the health, safety, welfare, and aesthetics of the community. The proposed amendment encourages the redevelopment of the Property. The requisite survey and plot plan are attached to this petition. Please contact me should you have any questions regarding this petition or its supporting materials.

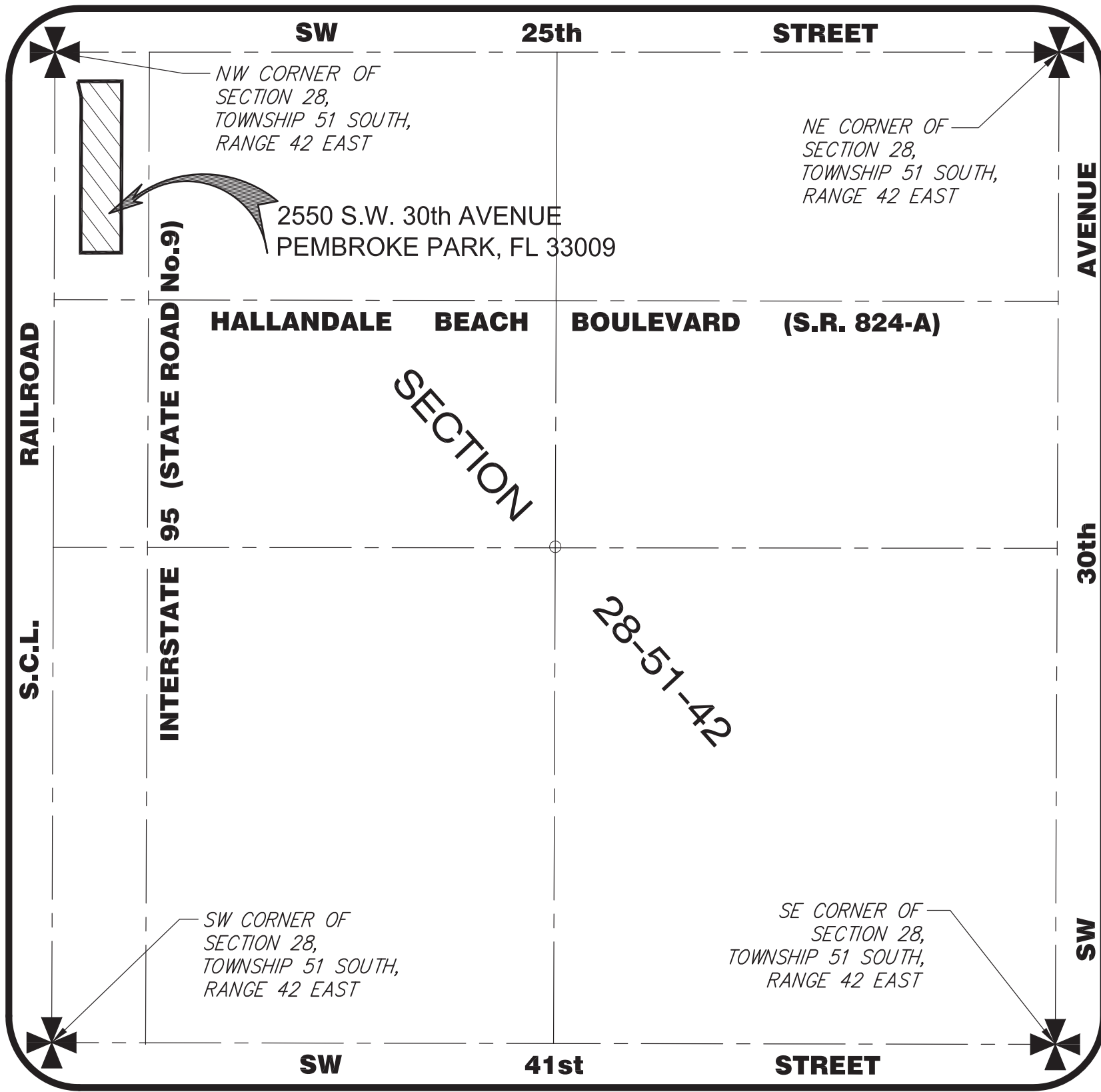
Sincerely,

Rachel A. Streiffeld
Counsel to Owner

cc: Marlen Martell, Town Clerk
Michael Vonder Meulen, Town Planner
Daniel Foganholi, Broward County District 1 School Board Member

Owner Petition: 2550 SW 30th Avenue
Exhibit "A": Legal Description

Lot A, less the North 88.36 feet, PEMBROKE PARK SELF STORAGE, according to the map or plat thereof as recorded in Plat Book 178, Page 117, Public Records of Broward County, Florida.



LOCATION MAP
SECTION 28, TOWNSHIP 51 SOUTH, RANGE 42 EAST.
SCALE : 1" = 300'

SURVEYOR'S REPORT:

1. MAP OF ALTA/NSPS LAND TITLE SURVEY:

Fieldwork date of data acquisition: May 11, 2021.

2. LEGAL DESCRIPTION:

Lot A, less the North 88.36 feet, "PEMBROKE PARK SELF STORAGE", according to the Map or Plat thereof as recorded in Plat Book 178, Page 117, of the Public Records of Broward County, Florida.

Solid lands situate, lying and being in Broward County, Florida.

(Legal Description as per Commitment Order Number 950779-2 U1 ; prepared by Old Republic National Title Insurance Company, effective date: April 17, 2021 @ 11:00 P.M.). The above legal description describes the same property as in Schedule A, Exhibit A of Commitment Order Number 950779-2 issued by Old Republic National Title Insurance Company bearing an effective date of April 17, 2021.

Property Address: 2550 S.W. 30th Avenue, Pembroke Park, Florida, 33009.
Property ID number: 5142-28-71-0010

3. AREA:

Containing 51,901 Square Feet or 1.19 Acres, more or less, by calculations.

4. ACCURACY:

The accuracy obtained by measurement and calculations of a closed geometric figure was found to exceed this requirement.

5. DATA OF SOURCES:

HORIZONTAL CONTROL:

- 1.—The Legal Description was furnished by Old Republic National Title Insurance Company.
- 2.—North arrow direction is based on an assumed Meridian. Bearings as shown hereon are based upon the West Line of Section 28-51-42, with an assumed bearing of N02°08'52"W, said line to be considered a well established and monumented line.

VERTICAL CONTROL:

Elevations as shown hereon are based on the North American Vertical Datum of 1988 (NAVD 88). A Broward County's Benchmark Number 1178 was used its Elevation was converted by subtraction 1.59'.

BM Elevations 9.34 (NGVD 1929) -1.59'= 7.75 (NAVD 88).

Location:

"Square" cut in concrete sidewalk, 73' South of Centerline of Hallandale Beach Boulevard Median, below the North Bound of I-95 overpass,

95' West of East end of sidewalk.

6. FLOOD INFORMATION:

This property appears to be located in Flood Zone "X" , as per Federal Emergency Management Agency (FEMA) Community-Panel Number 120052, Map No. 12011C0731, Suffix H, Effective Date: 08-18-2014 and Revised Date: 10-02-1997.

The vertical control element of this survey was derived from the North American Vertical Datum of 1988.

7. LIMITATIONS:

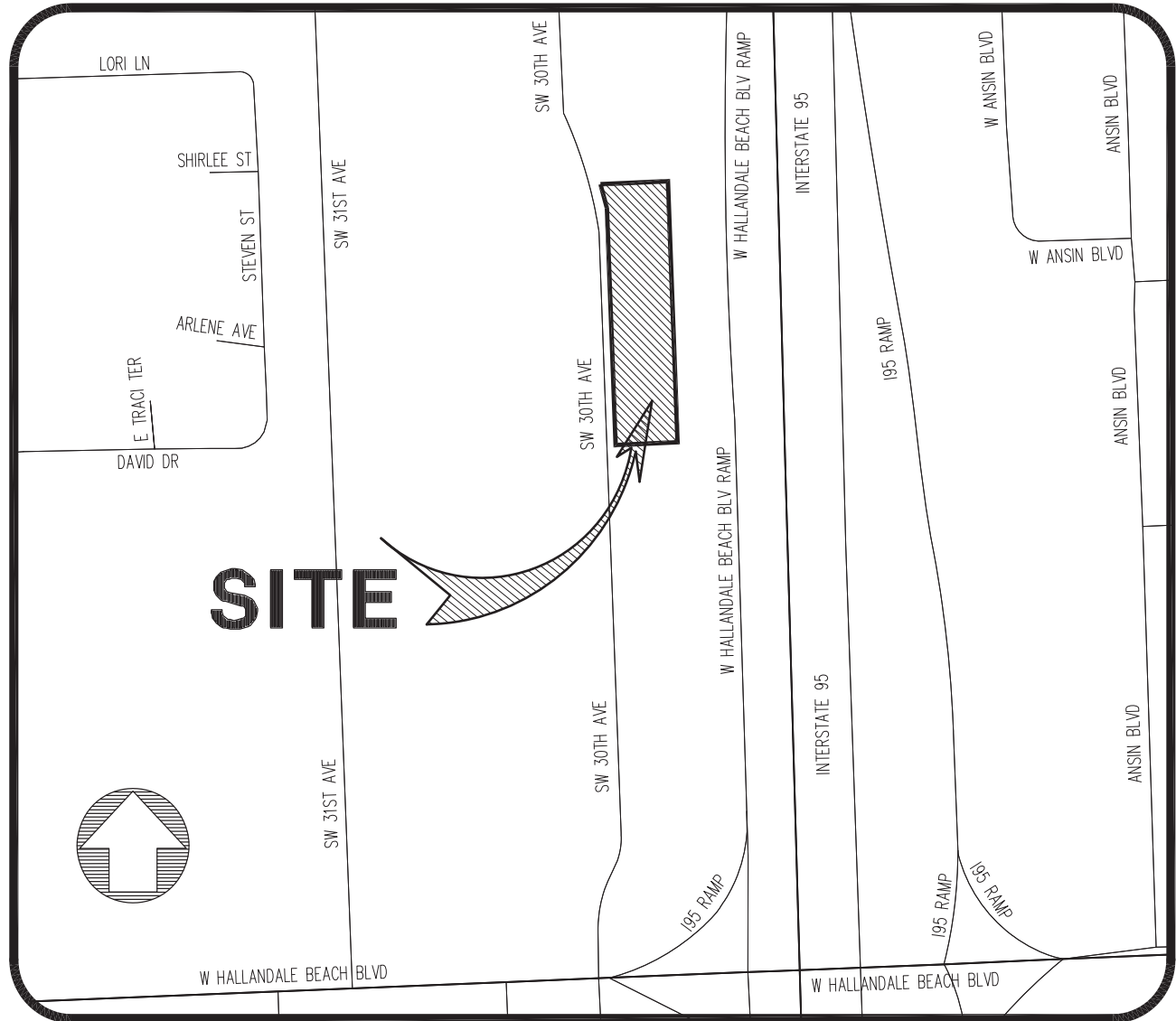
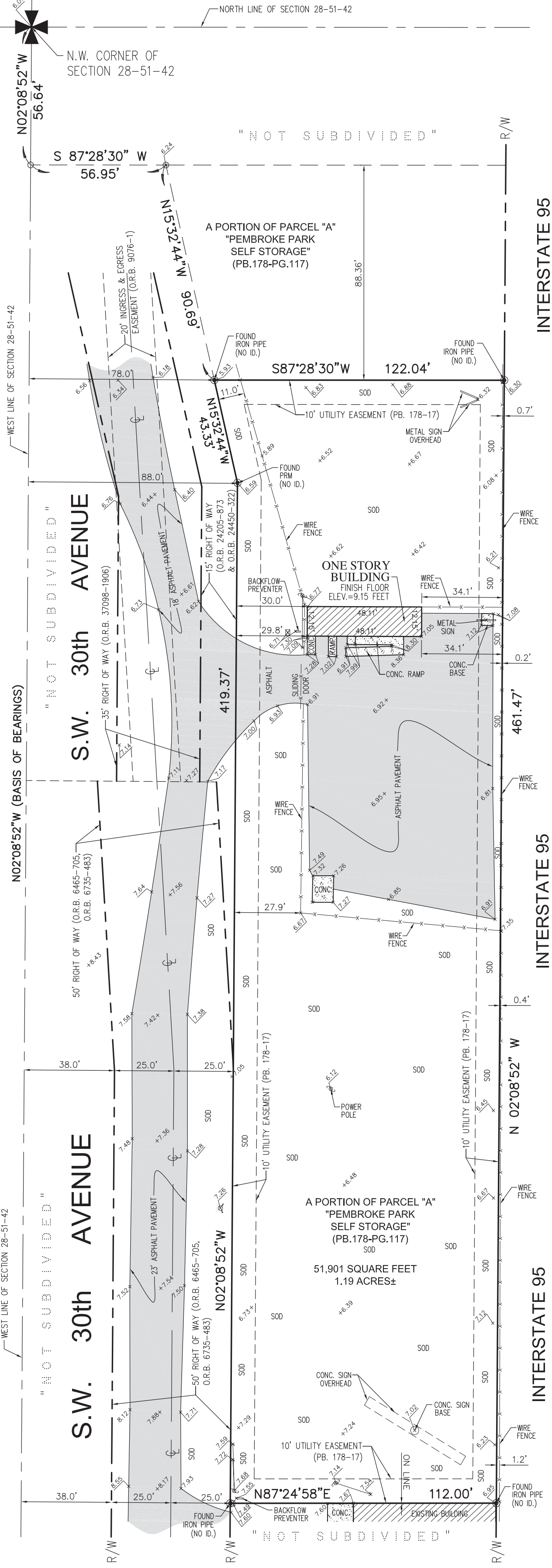
- No determination was made as to how the site can be served with utilities.
- Fences and walls ownership by visual means only; legal ownership not determined.
- No underground utilities and/or structures (foundations) was located within or abutting the Subject property.

8. STATEMENT OF ENCROACHMENTS:

-No visible encroachments from the Subject premises onto the adjoining premises neither from adjoining premises onto the Subject premises.

**ABBREVIATIONS
AND LEGEND**

	= CENTRAL ANGLE
	= WOOD FENCE
	= WIRE FENCE
	= C.B.S. WALL
	= FIRE HYDRANT
	= WATER METER
	= ELECTRIC BOX
	= CONCRETE
	= SPOT ELEVATION
	= CATCH BASIN
	= IDENTIFICATION
	= ASPHALT
	= SIDEWALK
	= AIR CONDITIONING PAD
	= ARC DISTANCE
	= CONCRETE BLOCK W/ STUCCO
	= BLOCK CORNER
	= MANHOLE
	= MONUMENT LINE
	= CENTER LINE
	= CONCRETE
	= FOUND IRON PIPE
	= FOUND NAIL & DISK
	= FOUND REBAR
	= NOT TO SCALE
	= OFFICIAL RECORDS BOOK
	= PLAT BOOK
	= PERMANENT CONTROL POINT
	= PAGE
	= POINT OF BEGINNING
	= POINT OF COMMENCEMENT
	= PROPERTY LINE
	= RADIUS
	= RADIAL
	= RECORDED & MEASURED
	= RESIDENCE
	= RIGHT-OF-WAY
	= SECTION
	= FINISH FLOOR ELEVATION



VICINITY MAP
NOT TO SCALE

9. CLIENT INFORMATION:

This ALTA/NSPS Land Title Survey and the Survey Map resulting therefrom was prepared at the request of:
BH 2550 LLC.

10. ADDITIONAL NOTES:

- 1.— Present Zoning: M-1 – Limited Manufacturing and Industrial District Zone.
- 2.— No visible or apparent cemeteries lying within the subject property.
- 3.— Utilities available for this site as shown on Sketch, and should be verified before construction.
- 4.— Adequate ingress and egress to the premises is provided by S.W. 31th Avenue (Public Road).

11. NOTES CORRESPONDING TO SCHEDULE B-SECTION II:

SUBJECT TO:

The exceptions of Schedule B-II appeared on Commitment Order Number 950779-2 U1; prepared by Old Republic National Title Insurance Company, effective date: April 17, 2021 @ 11:00 P.M.), and furnished to the undersigned land surveyor to show any matter of records affecting the subject property as follows:

- Item # 1 to 5: Not Addressed.
- Item # 6: All matters contained on the Plat of Pembroke Park Self Storage, as recorded in Plat Book 178, Page 117, Public Records of Broward County, Florida.
- Does apply to the Subject Property and are plotted in the Survey.
- Item # 7: Easement Agreement recorded in O.R. Book 18939, Page 454, Public Records of Broward County, Florida.
- Does not apply to the Subject Property.
- Item # 8: National Advertising Company Lease Agreement recorded in O.R. Book 21131, Page 883, Public Records of Broward County, Florida.
- Does apply to the Subject Property containing blanket conditions.
- Item # 9: Developer's Agreement recorded in O.R. Book 21975, Page 214, Public Records of Broward County, Florida.
- Does apply to the Subject Property containing blanket conditions
- Item # 10: Bill of Sale Absolute recorded in O.R. Book 25046, Page 821, Public Records of Broward County, Florida.
- Memorandum of Lease Agreement recorded in O.R. Book 25810, Page 50, Public Records of Broward County, Florida.
- Does apply to the Subject Property containing blanket conditions.
- Item # 11: Not Addressed.
- All of the recording information contained herein refers to the Public Records of Broward County, Florida, unless otherwise indicated.

12. CERTIFICATIONS:

BH 2550 LLC, a Florida limited liability company; City National Bank of Florida, ISAOA, ATIMA
The Law Office of Iana Kalichman-Artzy, PA; Old Republic National Title Insurance Company
Carlos Garcia, P.A.

SURVEYOR'S CERTIFICATE:

This is to certify that this Map or Plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6a, 6b, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18 and 19 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Florida, the Relative Positional Accuracy of this survey does not exceed that which is specified herein.

This Survey includes the ALTA/NSPS Table A Requirement Nos. 16-19:

Requirement No. 16: There is not evidence of earth moving work or construction on the property.

Requirement No. 17: There is not evidence of changes in the street of ways or street or sidewalk construction or repairs observed.

Requirement No. 18: There is not evidence of wetlands or markers observed.

Requirement No. 19: There are no plottable offsite easements or servitudes.

Minimum Standards Detail Requirements for ALTA/NSPS Land Title Surveys were adopted by:
Board of Governors, American Land Title Association on October 8, 2015.
American Land Title Association, 1828 L. St. N.W. Suite 705, Washington, D.C. 20036. www.alta.org

Board of Directors, National Society of Professional Surveyors on October 9, 2015.
National Society of Professional Surveyors, Inc. 5119 Pegasus Court, Suite Q, Frederick, MD 21704 www.nspss.us.com

Not valid without the signature and the original raised seal of Florida Licensed Surveyor and Mapper. Additions or deletions to Map of ALTA/NSPS Land Title Survey by other than signing party or parties is prohibited without written consent of the signing party or parties.

BENNY SUAREZ SURVEYING INC., a Florida Corporation
Florida Certificate of Authorization Number LB8104

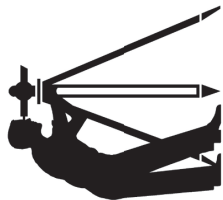
Benigno J. Suarez

By: _____ Date: _____
Benigno J. Suarez, PSM
Registered Surveyor and Mapper LS6583
State of Florida

Digitally signed by Benigno J. Suarez
Date: 2021.05.14 10:49:17 -04'00'

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

**BENNY SUAREZ
SURVEYING INC.**
4170 S.W. 152nd PATH, MIAMI, FLORIDA 33185
PH:(305)807-8319 Email: benysuarez@msn.com



DESCRIPTION

No. DATE

ALTA / NSPS LAND TITLE SURVEY
BH 2550 LLC.

2550 S.W. 30th AVENUE., PEMBROKE PARK, FL. 33009

JOB No: 2021-070
DRAWN BY: L.M.
CHECKED BY: B.J.S.
FIELD BOOK: FILE
DATE: 05/14/2021
SCALE: AS SHOWN
SHEET: 1 OF 1

06/16/2023



2550 PARK STORAGE



2655 SW 30TH AVE



2875 SW 30TH AVE



3000 SW 30TH AVE

SW 30TH AVENUE EAST SIDE



NEIGHBORHOOD CONTEXT AERIAL



3031 SW 31ST AVE



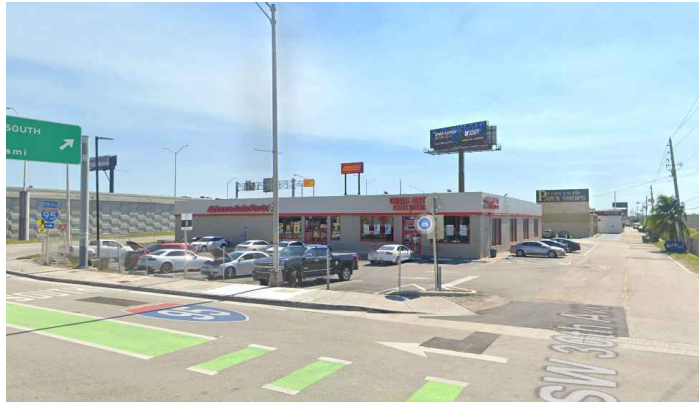
3000 SW 30TH AVE



101 ANSIN BLVD



2900 COUNTRY CLUB LN



3000 W HALLANDALE BEACH BLVD



1091 W HALLANDALE BEACH BLVD

SW 30TH AVE

I-95

COUNTRY CLUB LN

I-95

HALLANDALE BEACH BLVD NORTH SIDE

HALLANDALE BEACH BLVD SOUTH SIDE

RAMOSMARTINEZarchitects

MIAMI 855 W FLAGLER ST SUITE 205 MIAMI, FL 33130
NEW YORK 11 ERIE STREET 2ND FLOOR JERSEY CITY, NJ 07302
WEBSITE: www.rmarq.com
TELEPHONE: 305-548-3006

PARK 95
FOR
BH 2550 LLC
AT
2550 SW 30TH AVENUE
PEMBROKE PARK, FLORIDA 33009

STRUCTURAL ENGINEER: SEAL:

MECHANICAL ENGINEER:

CIVIL ENGINEER:
AM CIVIL, INC.
Andrie Martinez, P.E.

LANDSCAPE ARCHITECT:

ARCHITECT
HUMBERTO RAMOS
AR 0017833

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KEY PLAN:



COMM. NO.: 22-165 NO. REVISION: DATE:

DATE: NOV-2022

DRAWN BY: D.M.

CONTENT: CONTEXT SHEET

SHEET NUMBER:

SP-1.2

Michael Vonder Meulen

From: Rachel Streitfeld <rachel@caldera.law>
Sent: Tuesday, October 3, 2023 12:40 PM
To: Aleem Ghany; Michael Vonder Meulen
Cc: jhorowitz@gorencherof.com; Town Clerk
Subject: 2550 SW 30th Ave - Petitioner responses

Good afternoon again: while we are waiting to establish quorum for Thursday's meeting, here are my clients responses to the questions posed by the Town on this petition:

- Request 1 is somewhat straight forward. I would like to find clarification on the on-street parking. Will the on=street parking be parallel with the road? Back-out parking would not be permitted. Also the on-street parking should not include school busses. **Angled (45 degree) parking is envisioned. No back-out parking will be permitted.**
- Request 2 would actually be considered a permitted use under the MXUE zoning code. There is no objection to this request. **Understood.**
- Request 3 needs some clarification. It appears the petitioner wants to use the property to store school buses when not in use.
 - Will this storage be outdoor or within an enclosed building? **Outdoor.**
 - Will the buses/vehicles be repaired at this site? If yes, repairs must be performed within a fully enclosed building. **No repairs.**
 - Will there be long lines/staking of vehicles entering and existing the site at peak/off-peak hours? A traffic study would be required at the time of site plan approval. **No.**
 - The term "parking" is vague. I assume the petitioner would like to leave he option open to store (park) other types of vehicles if the bus storage is not finalized with the school board. There is some criteria in the C-1 zoning district on how to handle vehicle storage at a repair shop which could be implemented which include a wall and five feet of landscaping in front of the wall. Is the petitioner amenable to this condition? **The petitioner is open to discussion.**

Best,
Rachel

RESOLUTION NO. 2023-026

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING BH 2550 LLC'S PETITION NO. 23-RZ-01, ATTACHED HERETO AS EXHIBIT "A", UNDER SECTION 28-209(H) OF TOWN CODE AUTHORIZING CERTAIN TEMPORARY USES IN THE MXE MIXED USE ENTERTAINMENT DISTRICT FOR THE PROPERTY LOCATED AT 2550 SW 30TH AVENUE, FOLIO NO. 514228710010; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park Planning and Zoning Board considered and approved BH 2550 LLC's Petition No. 23-RZ-01 at its October 5, 2023 meeting; and

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, deems it to be in the best interests of the public to approve BH 2550 LLC's Petition No. 23-RZ-01, attached hereto as Exhibit "A", under Section 28-209(h) of the Town Code to authorize certain temporary uses in the MXE Mixed Use Entertainment District for the property located at 2550 SW 30th Avenue, Folio No. 514228710010.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The aforementioned "Whereas" clause is hereby ratified and confirmed as being true and correct and is incorporated herein.

Section 2. The Town Commission of the Town of Pembroke Park, Florida, hereby approves BH 2550 LLC's Petition No. 23-RZ-01, attached hereto as Exhibit "A", under Section 28-209(h) of the Town Code to authorize certain temporary uses in the MXE Mixed Use Entertainment District for the property located at 2550 SW 30th Avenue, Folio No. 514228710010.

Section 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 4. 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. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

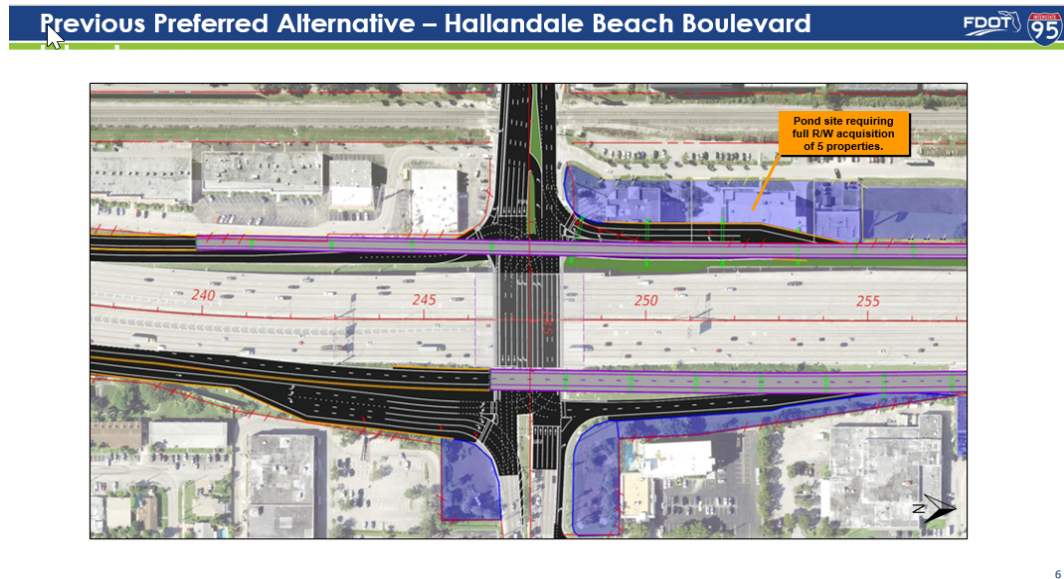
JACOB G. HOROWITZ
Interim Town Attorney

EXHIBIT “A”
PETITION

{00585574.1 3399-0000000 }

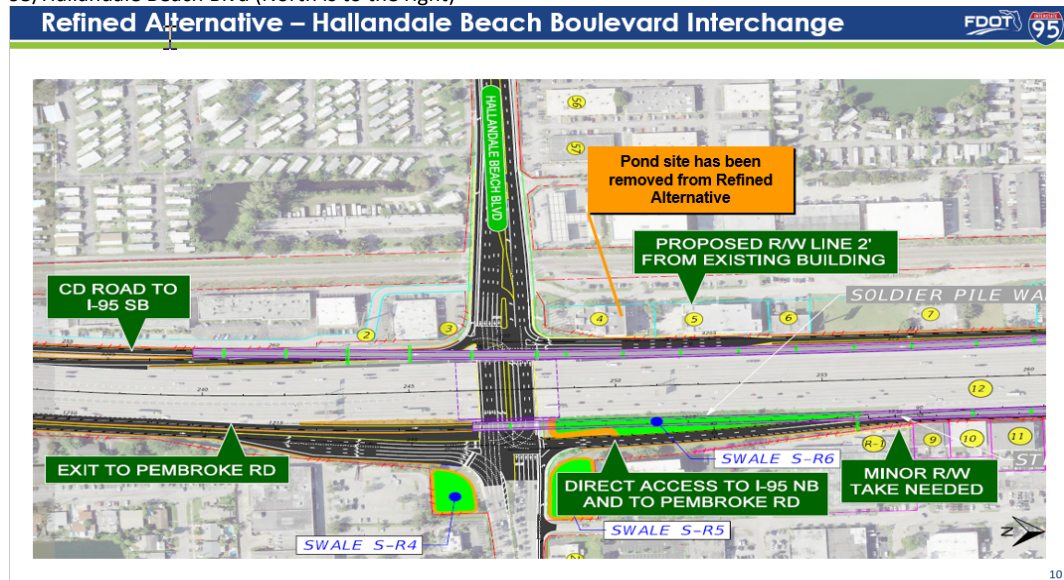
Aleem,

As discussed, please find below showing the previous preferred alternative that the Town previously issued a resolution of opposition to:



Note in this previous preferred alternative, the purple area on the NE quadrant of I-95/Hallandale Beach Blvd was proposed as a r/w take for drainage ponds (North is to the right)

Below shows the refined preferred alternative which no longer shows a full take on the NE quadrant of I-95/Hallandale Beach Blvd (North is to the right)



Note as shown in the plan above, there is still a r/w sliver needed which would put the new r/w line approximately 2' from the existing building; thus being able to maintain the building and business and the ad valorem tax base for the Town.

RESOLUTION NO. 2023-027

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA ENDORSING AND SUPPORTING THE FLORIDA DEPARTMENT OF TRANSPORTATION PROJECT DEVELOPMENT AND ENVIRONMENT STUDY FOR THE I-95 CORRIDOR FROM SOUTH OF HALLANDALE BEACH BOULEVARD (SR858) TO NORTH OF HOLLYWOOD BOULEVARD (SR820), AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A,” ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 8, 2021, the Town Commission of the Town of Pembroke Park adopted Resolution No. 2021-045, thereby requesting certain revisions and changes to the Florida Department of Transportation (“FDOT”) project development and environment study (“PD&E”) to remove certain impacts to existing businesses in the Town; and

WHEREAS, the Town specifically expressed concerns about how the planned interchange and pond location would affect businesses along S.W. 30th Avenue and West Hallandale Beach Boulevard, including significant impacts to *ad valorem* tax revenue for the Town, access to the northern portion of S.W. 30th Avenue, and limiting economic redevelopment opportunities for the underserved populations of the Town; and

WHEREAS, at the Commission workshop on October 25, 2023, representatives from the FDOT presented a revised PD&E study plan to the Town Commission, which sought to address the concerns previously raised by the Town; and

WHEREAS, the Town’s professional staff has reviewed the revised PD&E study presented by FDOT and determined that it sufficiently addressed the Town’s concerns; and

WHEREAS, the Town’s professional staff supports the revised PD&E study and recommends that the Town Commission endorses the same; and

WHEREAS, the Town Commission of the Town of Pembroke Park hereby supports and endorses the revised PD&E study presented by FDOT, a copy of which is attached hereto as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the foregoing “Whereas” clauses are true and correct and expressly made a part of this resolution. Further, that all exhibits attached hereto are incorporated herein and expressly made a part hereof.

Section 2: That the Town Commission of the Town of Pembroke Park hereby endorses and supports the FDOT Project Development and Environment Study for the I-95 corridor from south of Hallandale Beach Boulevard (SR858) to north of Hollywood Boulevard (SR820), as more particularly described in Exhibit “A.”

Section 3: If any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 4: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

THE REST OF THIS PAGE HAS BEEN INENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this _____ day of _____, 2023.

ATTEST:

MAYOR ASHIRA MOHAMMED

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ, ESQ
Interim Town Attorney



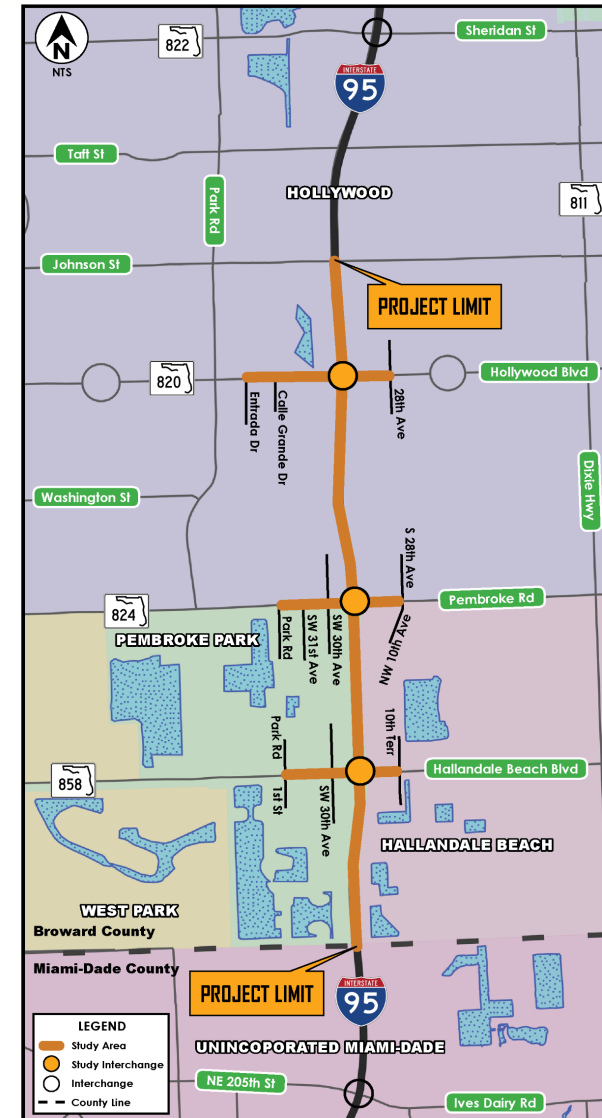
PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY

Interstate 95 (I-95/SR 9) • From South of Hallandale Beach Boulevard (SR 858) to North of Hollywood Boulevard (SR 820)
Broward County, FL • FPID No.: 436903-I-22-02 • ETDM No.: 14254



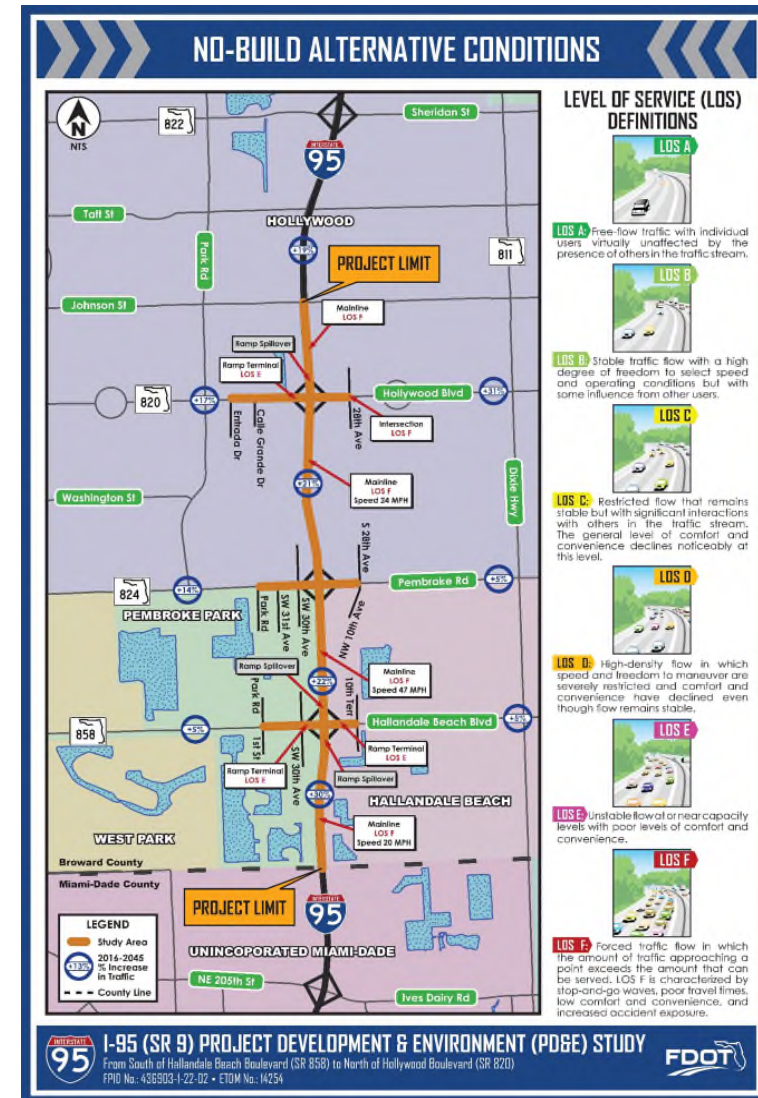
PD&E Study - Project Limits and Study Area

- ❑ From: South of Hallandale Beach Boulevard
(Miami-Dade/Broward Countyline)
- ❑ To: North of Hollywood Boulevard
(Johnson Street)
- ❑ 3 Miles
- ❑ 3 Interchanges
- ❑ Broward County, Florida
- ❑ Municipalities:
 - Hallandale Beach
 - Pembroke Park
 - Hollywood



PD&E Study - Scope of Project

- ❑ Evaluate Interchange Improvements to improve operations and safety
- ❑ Identify Ramp Terminal Intersection Improvements
- ❑ Evaluate the social, economic, physical and environmental impacts associated with the potential improvements
- ❑ Evaluate Traffic Operations
 - Opening Year 2030
 - Design Year 2045
- ❑ Identify a Preferred Alternative

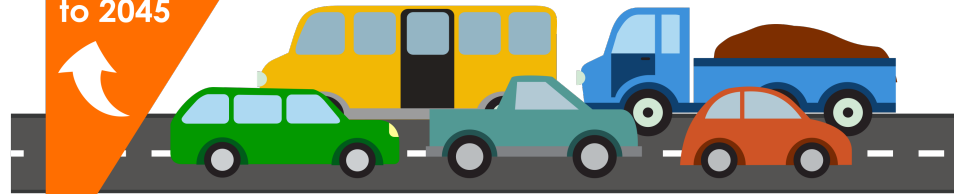


PD&E Study – Needs of the Project

Corridor Traffic Demand

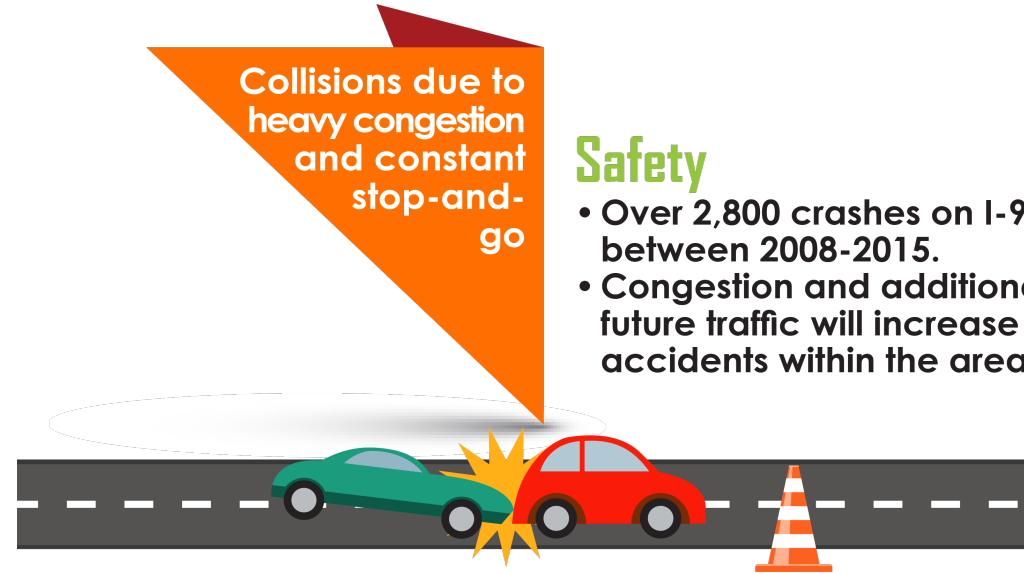
13-23% increase in traffic from year 2016 to 2045

- Interstate 95: 23% Average Increase
- Hallandale Beach Boulevard, Pembroke Road and Hollywood Boulevard: 13% Average Increase



Safety

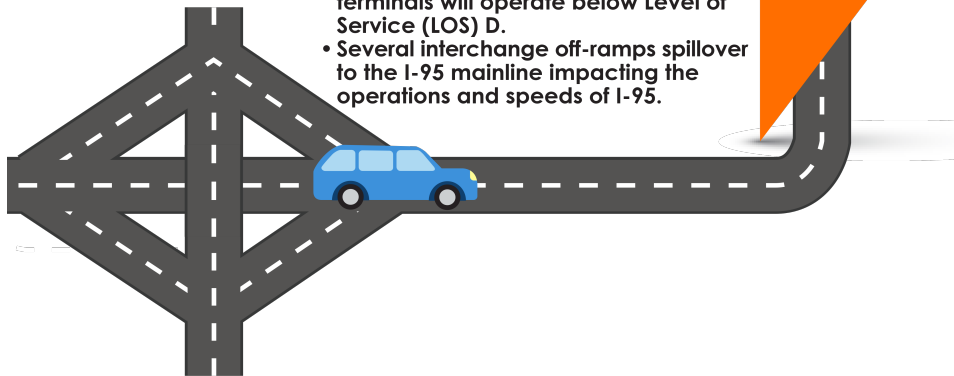
- Over 2,800 crashes on I-95 between 2008-2015.
- Congestion and additional future traffic will increase accidents within the area.



Interchange Capacity Needs

- I-95 freeway segments between interchanges and interchange ramp terminals will operate below Level of Service (LOS) D.
- Several interchange off-ramps spillover to the I-95 mainline impacting the operations and speeds of I-95.

Additional capacity is needed now

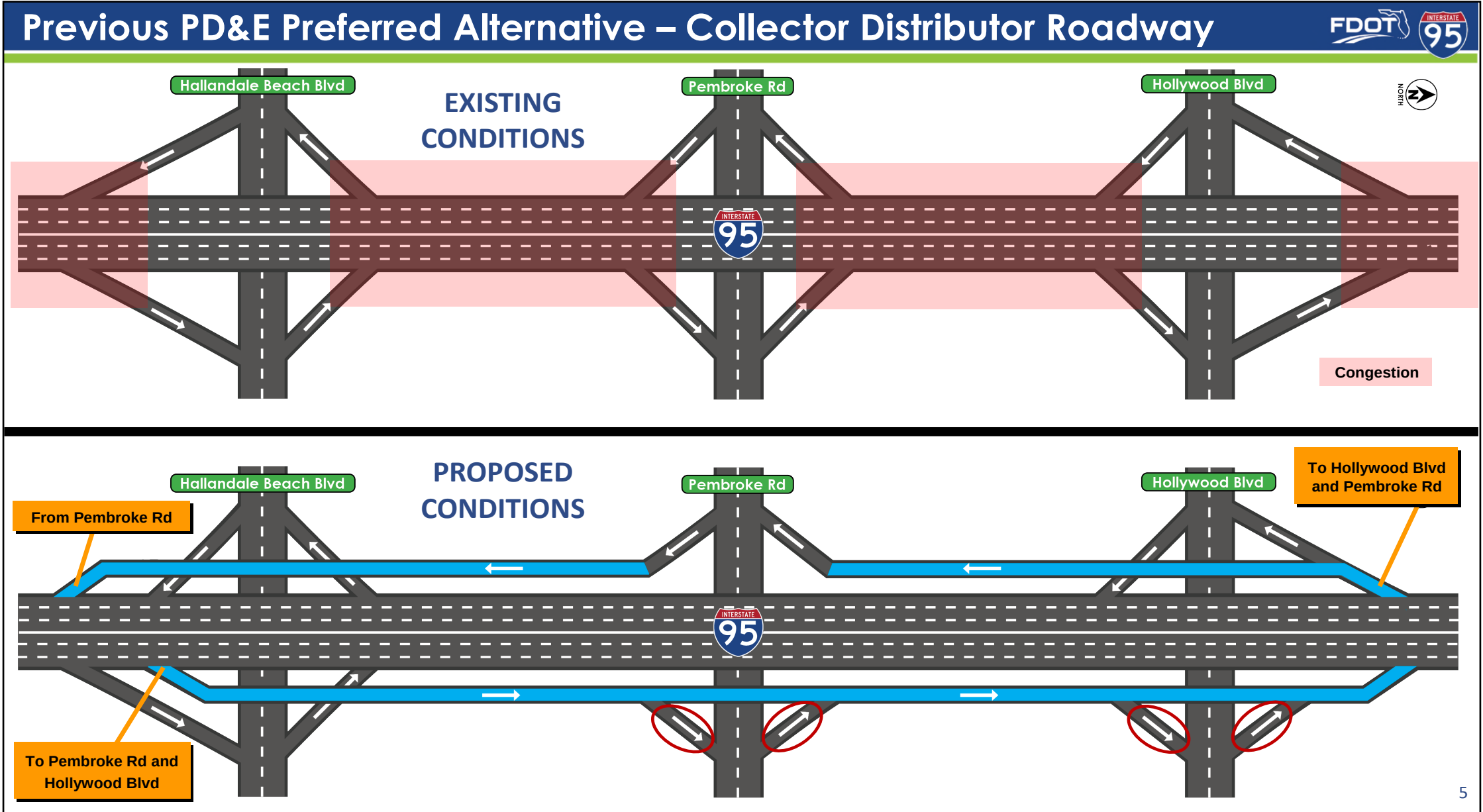


Part of emergency evacuation route

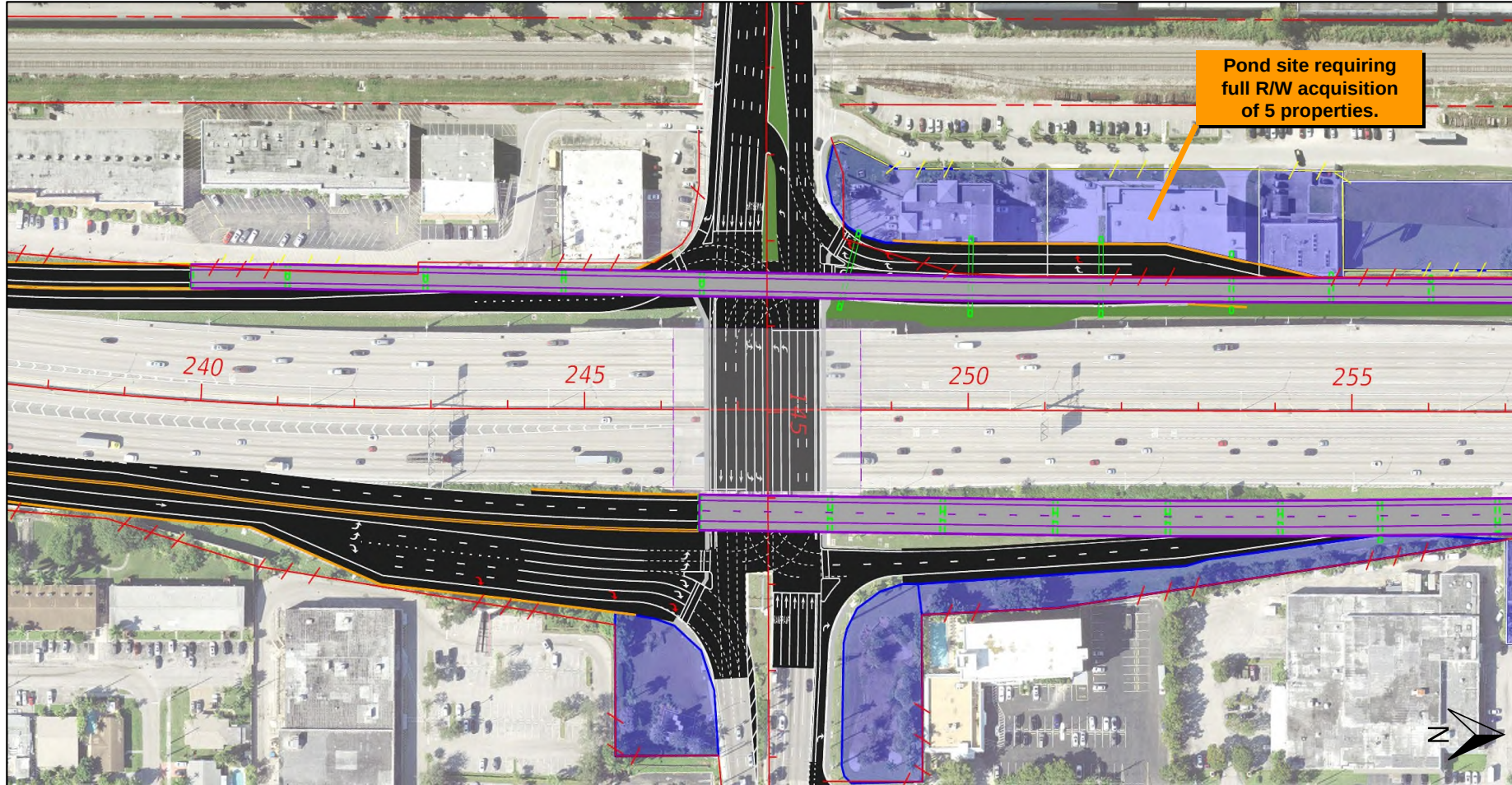


Emergency Evacuation

- The I-95 corridor is vital during emergency evacuation periods.
- Hallandale Beach Boulevard, Pembroke Road, and Hollywood Boulevard are also part of the emergency evacuation routes network.



Previous Preferred Alternative – Hallandale Beach Boulevard



Coordination with the Town of Pembroke Park



☐ Meetings

- Thursday August 19, 2021 – Public Hearing Briefing
- Thursday September 2, 2021 – At the In-Person Public Hearing
- June 23, 2022 – w/ Town Manager (JC Jimenez) & Staff
- December 29, 2022 – w/ Town Manager (JC Jimenez)
- February 29, 2023 – w/ Town Manager (JC Jimenez)
- June 6, 2023 – w/ Town Manager (JC Jimenez)
- September 21, 2023 – w/ Town Manager (Aleem Ghany) & Tom Positano

Coordination with the Town of Pembroke Park



❑ Resolution No. 2021-45 Issued on September 8, 2021

❑ Issue Identified in Resolution

- The Town opposed the PD&E Preferred Alternative due to the SB off-ramp geometry and the proposed pond at the NW quadrant of the Hallandale Beach Blvd. Interchange which required full takes of five (5) properties.

RESOLUTION NO. 2021-045

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, REQUESTING THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION REMOVE THE IMPACTS TO EXISTING BUSINESSES IN THE TOWN OF PEMBROKE PARK FROM THE PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY FOR INTERSTATE 95 (I-95) FROM SOUTH OF HALLANDALE BEACH BOULEVARD (SR 858) TO NORTH OF HOLLYWOOD BOULEVARD (SR 820) AND ANY FUTURE DESIGN; REQUESTING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO CONSIDER IMPROVEMENTS TO INTERSTATE 95 IN THE TOWN OF PEMBROKE PARK THAT DO NOT INCLUDE IMPACTS TO PROPERTIES IN THE TOWN; AND INSTRUCTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO CERTAIN ENTITIES AND PEOPLE; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park ("Town") has a transportation network that includes roadways under the control of the Florida Department of Transportation ("Department"); and

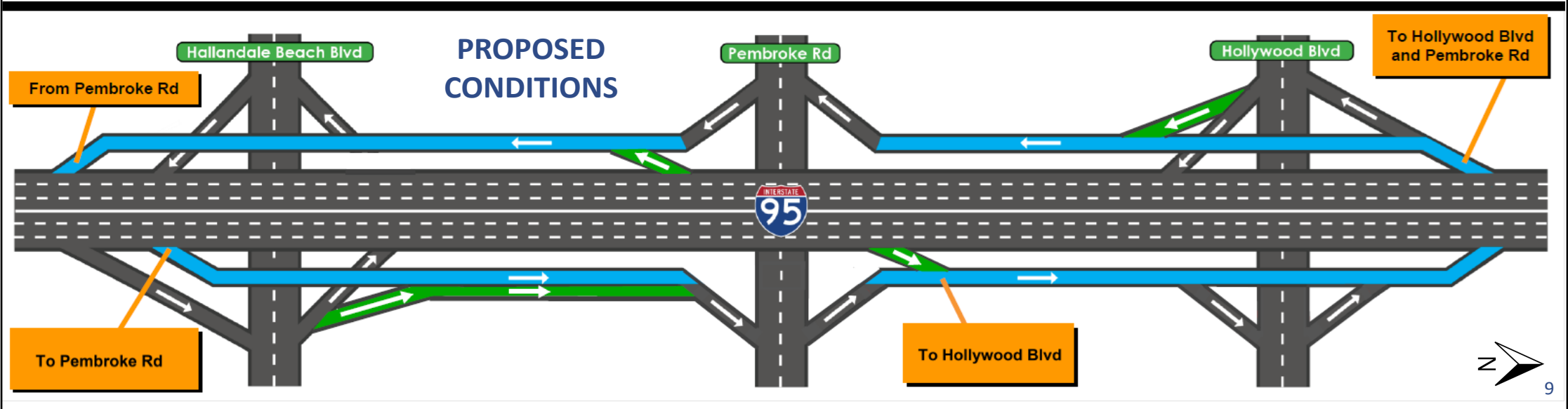
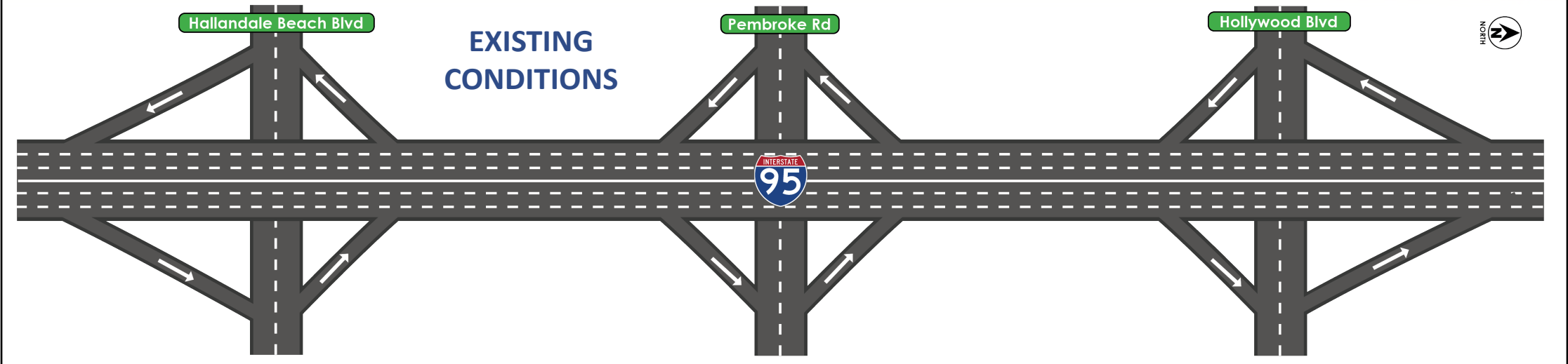
WHEREAS, the Town is almost built-out with a large stable residential/mobile home park population; and

WHEREAS, there is limited lands available in the Town for commercial and industrial uses; and

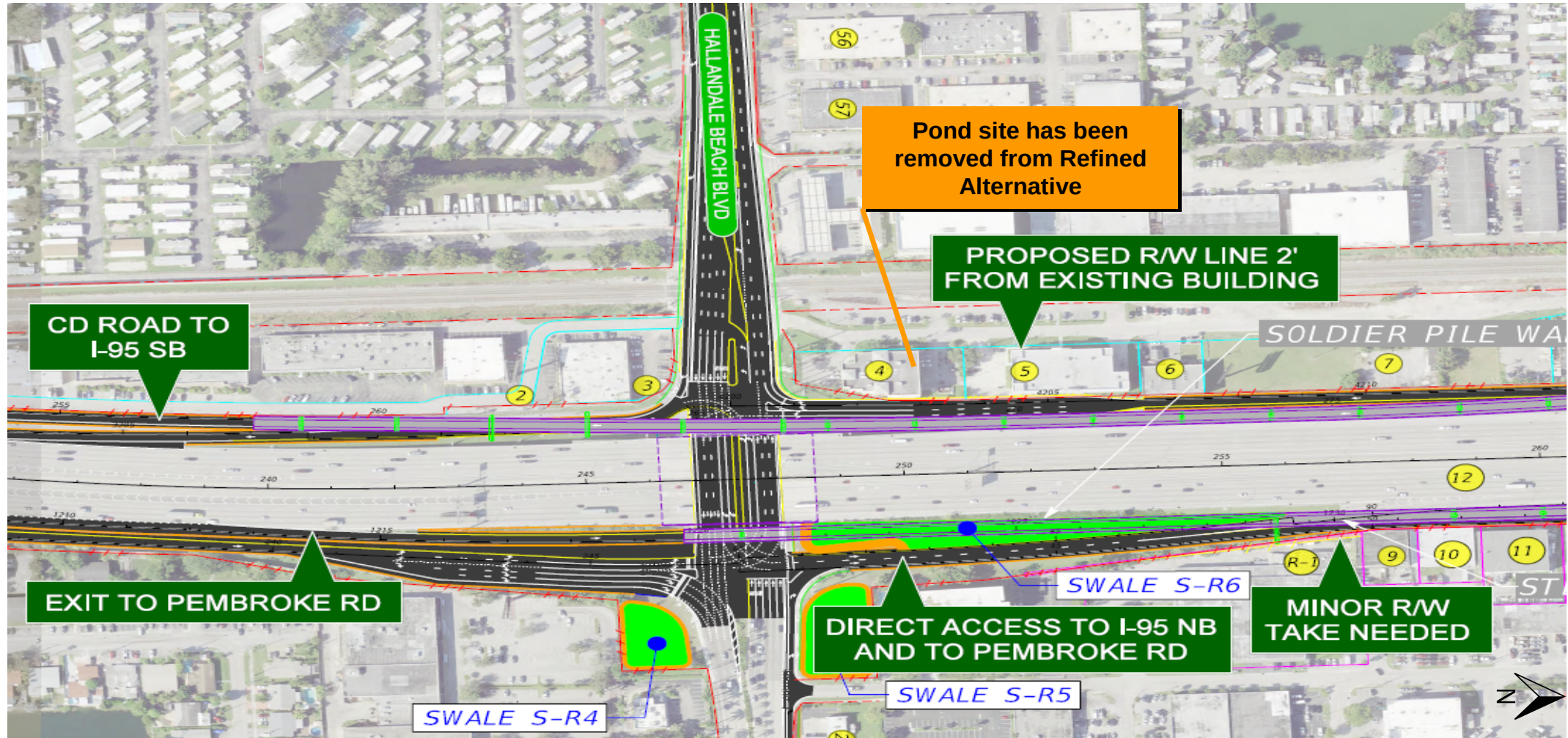
WHEREAS, SW 30th Avenue and West Hallandale Beach Boulevard are key commercial and industrial corridors in the Town; and

WHEREAS, FDOT has proposed a project (the "Project") to improve Interstate 95 (I-95) from south of Hallandale Beach Boulevard (SR 858) to north of Hollywood Boulevard (SR 820); and

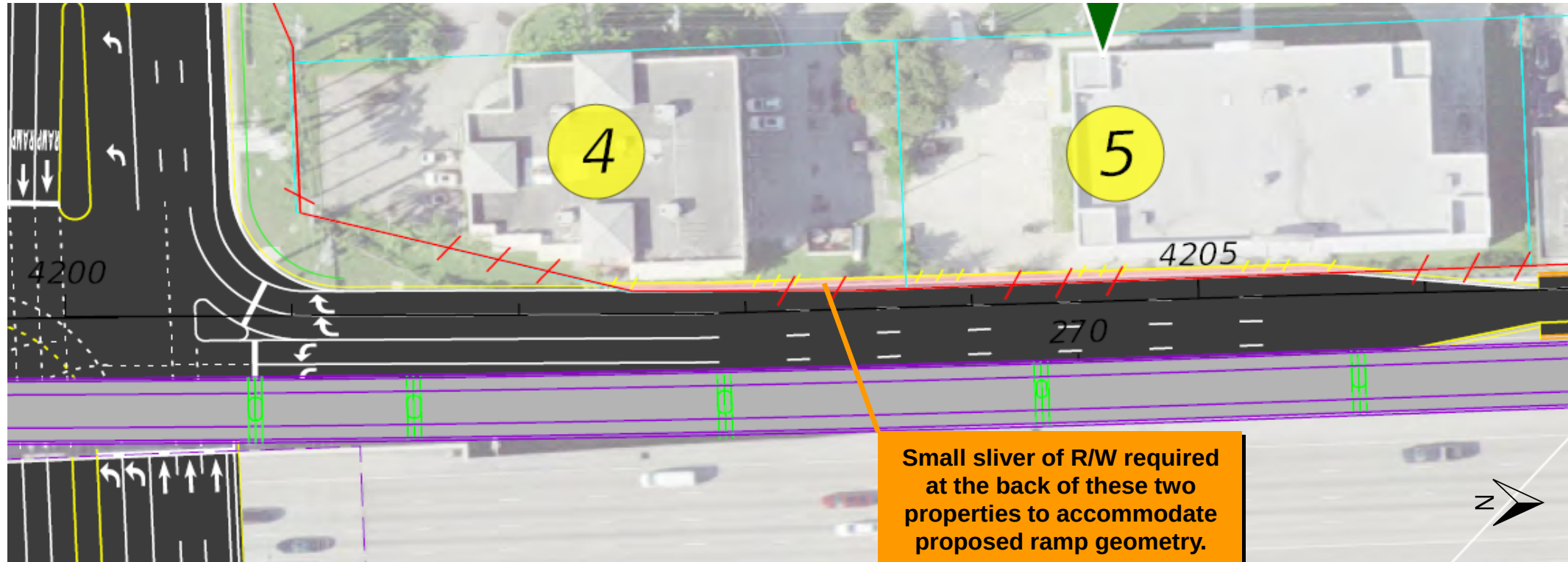
Preferred Alternative – Design Refinements (Under Development)



Refined Alternative – Hallandale Beach Boulevard Interchange



Eminent Domain Ordinance



- FDOT urges the Town to consider adopting an eminent domain ordinance that establishes a formal and orderly process and allows for a proper and sound evaluation of impacts and non-conformities caused by partial acquisitions
- Ultimately, the goal is to limit impacts, to the greatest extent possible, to land and business owners to **promote the continued use and operation of impacted properties and businesses, thus maintaining the ad valorem property base.**

Refined Alternative – Pembroke Road Interchange



Goal of Refinements to PD&E Preferred Alternative



- Our goal is to receive a Resolution from the Town of Pembroke Park in support of the project based on the design refinements that we have made in collaboration with the Town.
- FDOT is also seeking for the Town to adopt an eminent domain ordinance thus promoting the continued use and operation of impacted properties and businesses and maintaining the ad valorem property base.
 - Samples of ordinances from other municipalities will be provided to staff for review and guidance to implement.

Questions / Comments



RESOLUTION NO. 2021-045

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, REQUESTING THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION REMOVE THE IMPACTS TO EXISTING BUSINESSES IN THE TOWN OF PEMBROKE PARK FROM THE PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY FOR INTERSTATE 95 (I-95) FROM SOUTH OF HALLANDALE BEACH BOULEVARD (SR 858) TO NORTH OF HOLLYWOOD BOULEVARD (SR 820) AND ANY FUTURE DESIGN; REQUESTING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO CONSIDER IMPROVEMENTS TO INTERSTATE 95 IN THE TOWN OF PEMBROKE PARK THAT DO NOT INCLUDE IMPACTS TO PROPERTIES IN THE TOWN; AND INSTRUCTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO CERTAIN ENTITIES AND PEOPLE; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (“Town”) has a transportation network that includes roadways under the control of the Florida Department of Transportation (“Department”); and

WHEREAS, the Town is almost built-out with a large stable residential/mobile home park population; and

WHEREAS, there is limited lands available in the Town for commercial and industrial uses; and

WHEREAS, SW 30th Avenue and West Hallandale Beach Boulevard are key commercial and industrial corridors in the Town; and

WHEREAS, FDOT has proposed a project (the “Project”) to improve Interstate 95 (I-95) from south of Hallandale Beach Boulevard (SR 858) to north of Hollywood Boulevard (SR 820); and

WHEREAS, the Town of Pembroke Park Town Commission reviewed Project Development and Environment (PD&E) Study for the Project and the Town has concerns about how the planned interchange and pond will affect businesses in along SW 30th Avenue and West Hallandale Beach Boulevard, including: significant impact to ad valorem tax revenue for the Town; access to the northern portion of SW 30th Avenue; and limiting economic redevelopment opportunities for the underserved populations of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: The Town opposes the Project due to the negative impacts of the Project on the Town of Pembroke Park and requests the FDOT modify the Project to minimize negative impacts to the Town. Specifically, the Town requests that the FDOT project be redesigned so that the Project does not eliminate businesses within the Town.

Section 2: Be it further resolved that this Commission hereby instructs the Town Clerk to transmit a copy of this Resolution to the Florida Department of Transportation Secretary, the District 4 Secretary of the Department, the City of Hollywood, the City of Hallandale Beach, the Broward County state legislative delegation, and the Executive Director of Broward MPO.

Section 3: That if any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 4: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED, this 8th day of September , 2021.

ATTEST:




GEOFFREY JACOBS
Mayor-Commissioner


MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency


MELISSA P. ANDERSON, ESQ
Town Attorney

ORDINANCE NO. 2023-018

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES BY AMENDING CHAPTER 15 ENTITLED "LICENSES AND BUSINESS REGULATIONS;" CREATING ARTICLE IV, TO BE ENTITLED "MOBILE FOOD DISPENSING VEHICLES;" PROVIDING FOR THE REGULATION OF MOBILE FOOD VENDORS AS PERMITTED BY SECTION 509.102, FLORIDA STATUTES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park desires to update and amend the Town Code to provide for the reasonable regulation of mobile food dispensing vehicles and to ensure compliance with Section 509.102, F.S.; and

WHEREAS, Sec. 509.102, F.S., preempts local government from imposing certain regulations of mobile food dispensing vehicles; and

WHEREAS, Sec. 509.102, F.S., expressly prohibits a municipality from requiring a separate license, registration, or permit other than those provided by state law; and

WHEREAS, municipalities may regulate the operation of mobile food dispensing vehicles, with the exception of those areas that are otherwise preempted; and

WHEREAS, following proper notice to the public and after having received input and participation by interested members of the public and staff, the Town Commission finds that this ordinance updating the Town code to establish certain regulations for mobile food dispensing vehicles and to comply with Sec. 509.102, F.S., is in the best interest of the citizens, residents, and business establishments in the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1. RECITALS ADOPTED. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. CHAPTER 15 OF TOWN CODE AMENDED. Article 15, entitled “Mobile Food Dispensing Vehicles,” of Chapter 15 of the Town code, is hereby created and shall read as follows:

ARTICLE IV - Mobile Food Dispensing Vehicles

Sec 15-409 Definitions. For purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- 1) “Mobile Food Dispensing Vehicles” shall be as defined in Section 509.102, F.S., as may be amended from time to time.
- 2) “Temporary Commercial Kitchen” shall be as defined in Section 509.102, F.S., as may be amended from time to time.

Sec. 15-410 Licenses

Mobile Food Dispensing Vehicles and Temporary Commercial Kitchens shall comply with all federal, state, and local health and safety regulations and requirements, and shall obtain and maintain any and all licenses required by any other health organization or governmental organization having jurisdiction over the same. The license under which the mobile food dispensing vehicles is operating shall be firmly attached and visible on the mobile food dispensing vehicles at all times, and shall be produced to a law enforcement officer, or City code enforcement officer upon demand. The Town shall not require any additional license, registration, or permit as set forth in Section 509.102, F.S., as amended.

Sec. 15-411 Restrictions, Mobile Food Dispensing Vehicles

- 1) Mobile Food Dispensing Vehicles are allowed on private property that is designated and used for residential, commercial, industrial, recreational or non-residential purposes, subject to the following conditions:
 - (a) Mobile food dispensing vehicles must display all valid licenses, registrations, and permits required by Florida law.

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Page 2

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Words in underlined type are additions.

- (b) No display areas, merchandise, or stored items in association with the mobile food dispensing vehicle or those associated with the principal use of the property, which are displaced due to the mobile food vending activity, shall encroach onto any public street, right-of-way, easement, or onto any adjacent private property without express permission from that property owner.
- (c) Mobile food dispensing vehicles shall set up and locate the vehicle, wares, and any associated displays within the permitted setbacks of the underlying property's land use designation.
- (d) Mobile food dispensing vehicles shall not:
 - (i) Operate a freestanding generator, unless approved within a special event permit;
 - (ii) Operate an amplified speaker or sound system, unless approved within a special event permit;
 - (iii) Park, stand, or stop in an area where motor vehicles are prohibited from parking, standing, or stopping;
 - (iv) Cause an obstruction to pedestrian traffic, vehicular traffic, or cause any hazard, including interfering with lines of sight;
 - (v) Dispense, sell, or serve anyone in a motor vehicle or operate a drive through;
- (e) Mobile food dispensing vehicles' sales area shall not exceed more than three parking spaces or 600 square feet in area, whichever is greater. The mobile food dispensing vehicle shall designate a portion of the sales area as a waiting area for patrons. Such designated area shall not conflict with or impede traffic. In addition, one parking space for each 100 square feet of the mobile food dispensing vehicle area shall be required for customer parking. However, at no time may the required number of parking spaces for the principal use of the property be rendered nonconforming due to the mobile vendor use.
- (f) Mobile food dispensing vehicle may only operate from dawn to dusk unless additional operations are allowed pursuant to a special event permit.
- (g) Mobile food dispensing vehicles shall operate in compliance with the Town's noise regulations.
- (h) Mobile food dispensing vehicles shall not display or use any sign or banner that is otherwise prohibited by the Town code.

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Page 3

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- (i) Mobile food dispensing vehicles are prohibited from discharging fat, oil, grease or waste into the sanitary sewer system. All waste, including trash, shall be removed and disposed daily.
 - (j) All menus and signage shall be fully affixed to the mobile food dispensing vehicle. Detached signs are not permitted.
 - (k) Mobile food dispensing vehicles shall not interfere with required parking, loading and unloading spaces, or the vehicular access to those spaces designated for the principal use.
 - (l) Mobile food dispensing vehicles shall not block, damage, or interfere with required landscaping, buffers, or stormwater drainage systems.
 - (m) Mobile food dispensing vehicles shall not block or interfere with fire lanes.
 - (n) No more than two mobile food dispensing vehicles shall be permitted on any one parcel, unless approved unless approved within a special event permit.
 - (o) Tables, chairs, umbrellas, and other furniture for patron seating may be placed within 25 feet the mobile food dispensing vehicle provided the property owners agrees to the placement such furniture, and all items placed are removed when the mobile food dispensing vehicles is closed or leaves the property.
 - (p) The sale of alcoholic beverages shall be conducted in compliance with all applicable law.
- 2) Temporary Commercial Kitchens shall operate within the limitations provided by Section 509.102, F.S., as amended.

Sec. 15-412 Penalties:

It shall be unlawful for any person to violate any of the provisions of this Article. Violations may be enforced by any means allowable by law, including, but not limited to a code enforcement action and citation as permitted by the Ch. 162, F.S. and the Town code, against all responsible parties. Each day a violation occurs shall constitute a separate offense and all penalties are nonexclusive.

Section 3. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances

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Page 4

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Words in underlined type are additions.

of the Town of Pembroke Park, 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.

(REMAINDER INTENTIONALLY LEFT BLANK)

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

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Page 5

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Words in underlined type are additions.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF _____, 2023.

ATTEST:

ASHIRA MOHAMMED
Mayor

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Interim Town Attorney

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Page 6

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Words in underlined type are additions.

ORDINANCE NO. 2023-019

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 2 ENTITLED “ADMINISTRATION,” ARTICLE V “PROCUREMENT,” BY CREATING SECTION 2-138 OF THE TOWN’S CODE OF ORDINANCES, ENTITLED “LOCAL BUSINESS PREFERENCE”; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park, in response to the recent report by the Office of the Inspector General, adopted new Procurement procedures to address form, functionality and operational best practices for procurement in the Town; and

WHEREAS, the Town has a significant base of businesses within the corporate/Town Limits of the Town of Pembroke Park that employ many residents of the Town and surrounding sister cities in the Broward County metropolitan area; and

WHEREAS, the Town annually spends significant amounts on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures; and

WHEREAS, the dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues derived from local businesses in the corporate/Town Limits of the Town of Pembroke Park, and the Town Commission has determined that funds generated in and from the Pembroke Park community and from those businesses in our sister cities in the Broward County metropolitan area should, to the extent possible, be placed back into the local Pembroke Park economy; and

WHEREAS, the Town Commission is supportive of business with specific ties to the Town of Pembroke Park and the greater Broward County metropolitan area; and

WHEREAS, The Town Commission of the Town of Pembroke Park, Florida, has determined that amending the Pembroke Park Procurement Code to include a local business preference is in the best interests of the individual and corporate citizens of the Town of Pembroke Park.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, 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.

Section 2. Chapter 2, Section 2-138 of the Town's Code of Ordinances, is created as follows:

ARTICLE XII. – LOCAL BIDDING PREFERENCE AND PROCEDURES

Sec. 2-138. Local Business Preference.

(A) For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BROWARD COUNTY CERTIFIED SMALL DISADVANTAGE BUSINESS ENTERPRISE. A Broward County Certified Small Business entity must be certified by the Broward County Office of Economic and Small Business Development, and provide proof of such certification to the town as part of any solicitation response. The entity must show that it has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

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LOCAL PEMBROKE PARK VENDOR. A business entity which has maintained a permanent place of business with full-time employees within the town limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Pembroke Park.

(B) Process.

(1) Competitive sealed bid. For bid evaluation purposes, vendors that meet the definition of local Pembroke Park vendor, as defined herein, shall be given a 15% evaluation credit. This shall mean that if a responsive and responsible local Pembroke Park vendor submits a bid/quote that is within 15% of the lowest price submitted by any responsive and responsible vendor, the local Pembroke Park vendor shall have an option to submit a best and final offer (BAFO) which is at least 1% lower than the lowest bid/quote. If the local Pembroke Park vendor submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the local Pembroke Park vendor. If not, the award will be made to the responsible vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a local Pembroke Park vendor, the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

(2) For bid evaluation purposes, vendors that meet the definition of Broward County Certified Small Disadvantage Business Enterprise, as detailed herein, shall be given a 5% evaluation credit. This shall mean that if a responsive and responsible Broward County Certified Small Disadvantage Business Enterprise submits a bid/quote that is within 5% of the lowest price submitted by any responsive and responsible vendor, the Broward County Certified Small Disadvantage Business Enterprise shall have an option to submit a BAFO which is at least 1% lower than the lowest bid/quote. If the Broward County Certified Small Disadvantage Business Enterprise submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the Broward County Certified Small Disadvantage Business Enterprise. If not, the award will be made to the responsible vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a local Pembroke Park vendor, the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

(3) If there is a local Pembroke Park vendor and a Broward County Certified Small Disadvantage Business Enterprise participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the local Pembroke Park vendor will be given first option. If the local Pembroke Park vendor cannot beat the pricing for the lowest, responsive bid received by at least 1%, an opportunity will be

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given to the Broward County Certified Small Disadvantage Business Enterprise. If the Broward County Certified Small Disadvantage Business Enterprise cannot beat the pricing for the lowest, responsive bid by at least 1%, then the bid will be awarded to the lowest, responsive and responsible bidder regardless of geographic location of the business.

(4) If multiple local Pembroke Park vendors submit bids/quotes which are within 5% of the lowest, responsive bid/quote, then all responsible, responsive vendors will be asked to submit a BAFO. The award will be made to the local Pembroke Park vendor submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no local Pembroke Park vendor can beat the pricing for the lowest, responsive bid/quote by at least 1%, then the process will be repeated with all responsible Broward County Certified Small Disadvantage Business Enterprise who have submitted a responsive bid/quote which is within 5% of the lowest bid/quote. If no local Pembroke Park vendor and no Broward County Certified Small Disadvantage Business Enterprise can submit a BAFO that is at least 1% lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest, responsive and responsible bidder regardless of geographic location of the business.

(C) Competitive sealed proposals (request for proposals). For evaluation purposes, local Pembroke Park and Broward County Certified Small Disadvantage Business Enterprise shall be a criterion for award in any Request for Proposal unless specifically exempted by the Town Manager or the Town Commission. A vendor located outside of the Town of Pembroke Park limits is considered equivalent to a Pembroke Park vendor and accorded the same preference if its proposal includes the utilization of subcontracts of at least fifty percent of the scope of work provided for in the proposal for identifiable and verifiable local Pembroke Park Vendor(s) as defined herein.

(D) The vendor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the Town. Any vendor that qualifies or fails to qualify as a Local Pembroke Park Vendor or a Broward County Certified Small Disadvantage Business Enterprise may not protest any competitive solicitation solely on the basis of qualifying or failing to qualify as a Local Pembroke Park Vendor or a Broward County Certified Small Disadvantage Business Enterprise.

(E) Exceptions.

(1) No local vendor preference will be included in any competitive solicitation where the town is the lead agency for the Southeast Florida Cooperative Purchasing Group or other recognized consortium or cooperative group to which the town may be a member;

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- (2) Utilization of a state or other agency contract;
- (3) State or federal law prohibits the use of local preference;
- (4) The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences;
- (5) Sole source or single source purchases;
- (6) The local vendor is either non-responsive or non-responsible;
- (7) All bids submitted exceed the budget amount for the project;
- (8) Emergency purchases;
- (9) The Town Manager and/or the Town Commission may exempt any competitive solicitation from the local vendor preference at any point prior to award of contract by the Town Commission.

Section 3. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, 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 remaining portions or applications remaining in full force and effect.

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Section 6. This Ordinance shall become effective upon passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

MAYOR ASHIRA MOHAMMED

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Interim Town Attorney

VOTE

ASHIRA MOHAMMED _____

GEOFFREY JACOBS _____

MUSFIKA KASHEM _____

WILLIAM R. HODGKINS _____

ERIK MORRISSETTE _____

{00586297.1 3399-0000000 }

Page 6 of 6

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

PART VII. - CERTIFICATION OF SMALL DISADVANTAGED BUSINESS ENTERPRISES

19.50. - Repeal.

Resolution No. 84-744 defining Small Disadvantaged Business Enterprises and providing for a determination of Small Disadvantaged Business Enterprises qualification during a bid protest pending award of bid is hereby repealed.

(AdmCd Oct87)

19.51. - Purpose.

The purpose of this Resolution is to implement the policy of the Broward County Board of County Commissioners of increasing the participation of Small Disadvantaged Business Enterprises in County procurement activity by providing a mechanism to certify Small Disadvantaged Business Enterprises.

(AdmCd Oct87)

19.52. - Certification of Eligibility.

- a. Each business wishing to participate as a Small Disadvantaged Business Enterprise in County procurement activity shall complete and submit an application for certification. Each business wishing to participate as a joint venture Small Disadvantaged Business Enterprise shall, in addition complete and submit an application for joint venture eligibility to the Office of Small-Minority Business Affairs.
- b. The Office of Small-Minority Business Affairs shall review the certification application or the joint venture application to determine the eligibility of the application based on the following standards.
 1. Whether the small business concern is at least 51 percent beneficially owned and routinely managed by one or more disadvantaged individuals of the following classifications:
 - (a) "African Americans," which includes persons having origins in any of the black racial groups of Africa;
 - (b) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
 - (c) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific and the Northwest Marianas;
 - (d) "Native Americans," which includes persons who are American Indians, Eskimos,

Aleuts, or Native Hawaiians;

- (e) "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh;
 - (f) Any individual found to be socially and economically disadvantaged by the Small Business Administration; and
 - (g) Any women not included in 1(a) through 1(f) above.
2. Whether the individuals concerned are socially disadvantaged in accordance with the following standards:
- (a) The individuals' social disadvantage must stem from their color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of society, or other similar cause beyond the individuals' control.
 - (b) The individuals must demonstrate that they have personally suffered disadvantage and do not merely claim membership in a nondesignated group which could be considered socially disadvantaged.
 - (c) The individuals' social disadvantage must be rooted in treatment which they received in American society, not in other countries.
 - (d) The individuals' social disadvantage must be chronic, long-standing, and substantial, and not fleeting or insignificant.
 - (e) The individuals' social disadvantage must have negatively affected their entry into, and-or advancement in, the business world.
3. Whether the individuals concerned are economically disadvantaged shall be determined if their ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same or similar line of business and competitive market area who are not socially disadvantaged.
4. Whether the small business concern is in fact small shall be determined in accordance with the following standards:
- (a) Suppliers of manufactured goods: The firm, including affiliates, must have not more than five hundred (500) employees.
 - (b) Construction trade subcontractors: The firm must have had average annual receipts in the preceding three (3) fiscal years of Five Million Dollars (\$5,000,000.00) or less.
 - (c) Construction trade general contracts: The firm must have had average annual receipts in the preceding three (3) fiscal years of Twelve Million Dollars (\$12,000,000.00) or less.
 - (d) Service contractors. The firm must have had average annual receipts in the preceding three (3) fiscal years equal to or less than the following amounts:

- (1) Engineering: Seven Million Five Hundred Thousand Dollars (\$7,500,000.00).
 - (2) Janitorial and Custodial: Four Million Five Hundred Thousand Dollars (\$4,500,000.00).
 - (3) Computer programming or Data processing: Four Million Dollars (\$4,000,000.00).
 - (4) Computer maintenance: Seven Million Dollars (\$7,000,000.00).
 - (5) Protective services: Four Million Five Hundred Thousand Dollars (\$4,500,000.00).
 - (6) Other: Two Million Dollars (\$2,000,000.00).
- c. Once certified, a Small Disadvantaged Business Enterprise shall update its submission annually by submitting a new application or certifying that the application is still accurate. At any time that there is a change in ownership or control, the Small Disadvantaged Business Enterprise shall submit a new application.
- d. Except as provided in Section 19.44 the denial of a certification shall be final.
- (AdmCd Oct87; 1987-3570, 10-27-87; 1989-4125, 11-28-89)

19.53. - Appeals of Denials.

- a. Any small business concern which believes it has been wrongly denied certification as a Small Disadvantaged Business Enterprise or joint venture may file an appeal in writing, signed and dated, with the Director of the Office of Small/Minority Business Affairs.
- b. The Director of the Office of Small/Minority Business Affairs shall ensure that a prompt investigation is made, including a complete review of the eligibility standards as they apply to the business appealing the denial of certification.
- c. The Director shall make one of the following determinations and inform the business appealing the denial of certification in writing of this determination:
 - 1. The Small Disadvantaged Business Enterprise or joint venture is certified; or
 - 2. The Small Disadvantaged Business Enterprise or joint venture is not eligible to be certified and is denied eligibility to participate in the County's procurement system as a Small Disadvantaged Business Enterprise.
- d. The decision of the Director of the Office of Small/Minority Business Affairs is final unless the business files an appeal in writing, signed and dated with the Broward County Administrator.
- e. In an appeal not concerning a solicitation or pending award of a particular contract, the County Administrator or his designee, with the advice of the Office of County Attorney, shall review the documentation relied upon by the Director of the Office of Small/Minority Business Affairs and any additional documentation submitted by the small business concern. The County Administrator or his designee shall make his decision with the advice of the Office of

County Attorney, based upon all relevant documentation provided to him.

- f. In an appeal which does concern the solicitation or pending award of a particular contract, the County Administrator or his designee and the Director of the Purchasing Division, with the advice of the Office of County Attorney, shall review the documentation in the same manner as set forth above. The designee of the County Administrator in this subsection shall not be from the using division.
- g. The County Administrator shall notify the small business concern in writing of his decision and shall:
 - 1. State the reason for his decision.
 - 2. Inform the small business concern appealing the denial of certification the right to commence an appropriate legal action.
- h. The decision of the County Administrator or his designee is final unless any person adversely affected by the decision commences an appropriate legal action.

(AdmCd Oct87; 1987-3570, 10-27-87; 1992-1005, 7-1-92)

19.54. - Use of Terms.

It is noted that the rules and regulations of grantor agencies refer to small businesses owned and operated by socially and disadvantaged persons in various ways, with the predominant term being "Minority Business Enterprise (MBE)." It is the sense of the Board of County Commissioners that their definition of "Minority Business Enterprise (MBE)" is in essence the same as the definition of "Small Disadvantaged Business Enterprise (SDBE)" stated herein, with the latter being more explicit concerning the state of disadvantage which must accrue to the enterprise concerned. Therefore, the former term may be used in lieu of the latter as necessary to meet grantor requirements concerning any contract.

(AdmCd Oct87)

19.55—19.57. - Reserved.

AGENDA ITEM REPORT



To: Commission Meeting
Subject: Illuno Donation for AEDs
Meeting:
Department: Police Department
Staff Contact: Ra Shana Dabney-Donovan, Police Chief

BACKGROUND INFORMATION:

Illuno Co-Founder, Luke Guthrie, will present background and award

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Staff recommends the receipt of the charitable donation for AEDs (Automated External Defibrillators) to outfit police vehicles.

ALTERNATIVES:

N/A

ATTACHMENTS:

[Town of Pembroke Park PD Charity v2](#)

	Status:
Christian Noel, Accounts Payable	Pending
Jacobs Horowitz, Interim Town Attorney	None
Aleem Ghany, Public Services Director	None
Marlen Martell, Town Clerk	None



7700 Windrose Ave G300
Plano, TX 75024
www.illuno.com
December 4, 2023

To: Chief Dabney-Donovan
Cc: Town of Pembroke Park Police Department
From: Illuno – Law Enforcement Technology
RE: Charitable Donation for Equipment

Hello, my name is Luke Guthrie, Co-Founder and President of Illuno (ill-uno), a public safety technology company that has committed to building back the bridge between police and the community they serve through simple-to-use technologies. We have developed a revolutionary mobile platform for communities and police departments to collaborate and manage officers' special duty overtime details.

We feel that communication, transparency, and innovation can help resolve some of the challenges law enforcement faces across America.

We identified that the Pembroke Park Police Department didn't have as many Automatic External Defibrillators (AED) as they would like to have for their patrol cars. This would surely impact the effectiveness of the department's ability to provide urgent lifesaving cardiac care to their community, as oftentimes officers show up before the fire department to help.

Our team jumped into action and worked with your department staff and town management to start a charitable donation campaign to help purchase AEDs or any other safety equipment needed.

Along with the non-profit, *Family of Warriors*, which helps first responders and their families with all types of challenges, we at Illuno would like to offer your Police Department a \$1000.00 check, to be used towards the purchase of AEDs or any other critical life safety equipment that is needed to help officers improve their service to your community.

Warm regards,

Luke Guthrie, Co-Founder
Illuno, Inc.
luke@illuno.com

**FIRST AMENDMENT TO THE CONTRACT FOR COMMUNICATIONS SERVICES
BETWEEN THE TOWN OF PEMBROKE PARK AND PUBLIC COMMUNICATORS
GROUP LLC**

THIS FIRST AMENDMENT ("Amendment"), dated this ____ day of _____, 2023, is entered into by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, Florida 33023 ("Town"),

and

PUBLIC COMMUNICATORS GROUP LLC, a Florida limited liability company, located at 3301 NE 183 Street, Suite 505, Aventura, Florida 33160 ("Consultant").

Town and Consultant may each be referred to herein as "party" or collectively as "Parties".

W I T N E S S E T H:

WHEREAS, the Parties entered into an agreement on August 18, 2023 wherein Consultant agreed to provide consulting services to Town (the "Original Agreement"); and

WHEREAS, the Original Agreement was entered into by the then-Town Manager pursuant to the authority to administratively authorize the purchase of certain services granted to the Town Manager within Section 2-128 of the Town Code; and

WHEREAS, the amount paid by City to Consultant under the Original Agreement has met the threshold limit provided by the Town Code for agreements authorized by the Town Manager; and

WHEREAS, the Town intends to issue a competitive solicitation for consulting services in accordance with the requirements of the Town's procurement code; and

WHEREAS, The Town desires to retain Consultant until such time that the new competitive solicitation for communications services is completed and the Town has entered into

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First Amendment
Public Communicators Group LLC
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a new contract for communications services, subject to the financial thresholds set forth in the City Code; and

WHEREAS, The Parties desire to amend the Original Agreement to add additional terms and comply with Florida law, and

WHEREAS, the Town Commission of the Town of Pembroke Park determines that this First Amendment to the Original Agreement promotes the health, safety, and welfare of the Town's residents and is in the best interests of the Town.

NOW, THEREFORE, in consideration of the sum of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. Article 1 of the Original Agreement is hereby amended to read as follows:

The term of this contract shall be from the date of signing by both parties until such time that the financial threshold set forth in Section 3 of this First Amendment is satisfied or a new contract for the services set forth here is executed pursuant to a competitive solicitation, whichever is sooner. This contract may be terminated by either party without cause by giving the other party written notice of termination at least seven (7) days prior to the effective termination date. Payment for any work completed under the terms of the contract shall be due pursuant to the payment terms below.

SECTION 3. Article 3 of the Original Agreement is hereby amended to read as follows:

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The Town agrees to pay the Consultant a rate of \$150 per hour for graphic design and \$250 per hour for all other services, billed in 15-minute increments. Travel time will be included in billing when the Town requires the Consultant to travel. The total compensation for all services herein required shall not exceed **FIFTEEN THOUSAND Dollars and 00/100 (\$15,000.00).**

SECTION 4. Article 7 of the Original Agreement is hereby amended to read as follows:

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

SECTION 5. Article 8 of the Original Agreement is hereby amended to read as follows:

In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs.

SECTION 6. Article 11 of the Original Agreement is hereby amended to read as follows:

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 Town designate the following as the respective places for giving of notice:

TOWN:
Town Manager
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023

Copy To:

Interim Town Attorney Jacob Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.

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3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

CONSULTANT:

Evan Ross
Chief Executive Officer
Public Communicators Group LLC
3301 NE 183 Street, Suite 505
Aventura, Florida 33160

SECTION 7. The Original Agreement is hereby amended to include Article 12, entitled
“Public Records” as follows:

12.1 The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida’s Public Records Law. Specifically, the Consultant shall

12.1.1 Keep and maintain public records required by the Town to perform the service;

12.1.2 Upon request from the Town’s custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

12.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the 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 Town; and

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

12.2 The failure of Consultant to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the Town shall constitute a default of this Agreement.

**IF CONSULTANT HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO
CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS**

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**RELATING TO THIS AGREEMENT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT:**

**TOWN CLERK
3150 SW 52 AVENUE
PEMBROKE PARK, FL 33023
(954) 966-4600
townclerk@tppfl.gov**

SECTION 8. The Original Agreement is hereby amended to include Article 13, entitled
“Employment Eligibility,” as follows:

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

Definitions for this Section.

“Contractor” means a person or an entity that has entered or is attempting to enter into a
contract with a public agency to provide labor, supplies, or services to such agency in
exchange for salary, wages, or other remuneration. “Contractor” includes, but is not
limited to, a vendor or consultant.

“Subcontractor” means a person or an 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 which allows participating employers to electronically
verify the employment eligibility of new employees.

Registration Requirement; Termination. Pursuant to §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:

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

All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor
to perform work pursuant to the contract with the Town. The Contractor acknowledges

First Amendment
Public Communicators Group LLC
December 2023

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 Town; and

The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "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.

SECTION 9. The Original Agreement is hereby amended to include Article 14, entitled "Sovereign Immunity," as follows:

Nothing contained in the Agreement is intended nor shall be construed to waive Town's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

SECTION 10. The Original Agreement is hereby amended to include Article 15, entitled "Payments," as follows:

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. All consideration provided for in the Original Agreement may not be exceeded unless prior written approval is granted by the Town Commission.

SECTION 11. The Original Agreement is hereby amended to include Article 16, entitled "Scrutinized Companies," as follows:

Consultant, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sector List, or are engaged in business operations with Syria. In accordance with §287.135, Florida Statutes, as amended, a

First Amendment
Public Communicators Group LLC
December 2023

company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List, created pursuant to §215.473, Florida Statutes; or

Is engaged in business operations in Syria.

SECTION 12. The Original Agreement is hereby amended to include Article 17, entitled “Conflict,” as follows:

In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement and this Amendment, the Parties agree the terms and provisions contained in this Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 13. The Original Agreement is hereby amended to include Article 18, entitled “Counterparts and Execution,” as follows:

The Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the 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.

REMAINDER OF PAGE HAS BEEN
INTENTIONALLY LEFT BLANK

First Amendment
Public Communicators Group LLC
December 2023

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

Witnesses:

(witness print name)

By: _____
Ashira Mohammed, Mayor

(witness print name)

By: _____
Aleem Ghany, Acting City Manager

ATTEST:

Municipal Clerk

Approved as to legal form by:

Jacob G. Horowitz, Interim Town Attorney

(SIGNATURE BLOCK TO FOLLOW)

First Amendment
Public Communicators Group LLC
December 2023

Consultant
Public Communicators Group LLC.

Witnesses:

(witness print name)

(witness print name)
(CORPORATE SEAL)
STATE OF FLORIDA

COUNTY OF _____

By: _____

Name: _____

Title: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____ 2023, by _____ of
_____, a State of _____ corporation, on behalf of the corporation.

NOTARY PUBLIC

_____ Personally Known OR

_____ Produced Identification

Type of Identification Produced

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From: [Jacob G. Horowitz](#)
To: [Town Clerk](#)
Cc: [Ashira Mohammed](#); [Aleem Ghany](#); [Paul B. Hernandez](#)
Subject: Communications Contract
Date: Tuesday, December 5, 2023 11:36:10 AM

Marlen,

Good morning. The Interim Town Attorney's Office has been asked to examine the Town's options to renew or extend its current agreement with Public Communicators Group, LLC ("PCG") for communications services.

Please consider the following:

- 1) On or about August 17, 2023, the Town and PCG entered into a contract for communications services. The contract was signed by the former Town Manager in accordance with the spending authority set forth in Sec. 2-128 of the Town Code. Pursuant to this section and as referenced in Article 3 of the agreement, the total compensation for this engagement shall not exceed \$10,000 (the contract provides for an hourly rate). The Interim Town Attorney's Office is not aware of the competitive process, if any, that was utilized to engage the services of PCG. Our office did not review the Town's current contract with PCG, and the current contract does not comply with the requirements of Florida law.
- 2) In accordance with Sec. 2-128(b), the procurement of services in excess of \$10,000 requires approval by the Town Commission.
- 3) Further, in accordance with Sec. 2-128, procurement of services valued between \$10,000 - \$25,000 requires at least three written quotes, while the procurement of all services over \$25,000 requires a competitive solicitation process.
- 4) The Town has recently received at least three quotes for communications services. One of the quotes includes a minimum of \$25,000 engagement, while two of the quotes are predicated upon an hourly rate without a cap. Based on the quotes provided, it is our understanding that a new contract for crisis communications services will exceed \$25,000. Therefore, this is a service that needs to be procured pursuant to a competitive solicitation.
- 5) It is our understanding that the Town intends to go out to bid for communications services; however, in the interim, the Town is interested in extending its current contract with PCG to ensure that it has the necessary coverage as it goes through a competitive process to secure a vendor.
- 6) Based on the foregoing, it is our opinion that the Town has satisfied the quote requirement under the procurement code and confirmed that the cost of these services will likely exceed \$25,000. Therefore, the Town is legally required to issue a competitive solicitation for communications services. However, having received the necessary quotes and determined that re-engaging PCG is in the Town's best interests, the Town may extend its current agreement with PCG for an additional amount not to exceed \$15,000.

As directed, the interim Town Attorney's Office will prepare an amendment to the PCG contract providing for an additional compensation in an amount not to exceed \$15,000. We will also incorporate the required statutory provisions into the amendment. We will forward a draft of the agreement shortly. Please include this email as additional back-up to the agenda item.

Thank you.

Jacob G. Horowitz



**GOREN CHEROF
DOODY & EZROL P.A.**
ATTORNEYS AT LAW

3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, Florida 33308

Telephone: (954) 771-4500 x 5055 | (561) 276-9400 x 5055 | Fax: (954) 771-4923

Email: JHorowitz@gorencherof.com | www.GorenCherof.com

**FRAUD ALERT – WE DO NOT ACCEPT OR REQUEST CHANGES TO WIRING
INSTRUCTIONS VIA EMAIL OR FAX. ALWAYS CALL OUR OFFICE TO VERIFY.**

Disclaimer: This E-Mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. The information contained in this E-Mail is intended only for use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you receive this E-Mail in error, please notify the sender immediately at the phone number above and delete the information from your computer. Please do not copy or use it for any purpose nor disclose its contents to any other person.

WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

From: Thom Mozloom <thom@m.network>
Date: November 8, 2023 at 3:47:58 PM EST
To: ashira.ann@gmail.com
Subject: Fwd: Pembroke Park Competitive quote

Begin forwarded message:

From: Thom Mozloom <thom@m.network>
Subject: Re: Pembroke Park Competitive quote
Date: November 8, 2023 at 3:43:33 PM EST
To: Ashira Mohammed <amohammed@tppl.gov>
Cc: "thom.mozloom@themnetwork.com" <thom.mozloom@themnetwork.com>

Hi Ashira,

Thanks for reaching out.

My company, The M Network, has several people that do crisis communication for governments and government agencies. While we typically work with major metropolitan areas, states, or federal agencies, we have done work with smaller municipalities like yours. Additionally, I'm not sure providing an hourly rate is the best means to provide an estimate. To give you a much more accurate quote, we would need to know a little more about project/scope, timeline, and duration of the commitment. This will allow us to deploy the right team for your particular project.

That said, The M Network typically charge between \$250 and \$400 per hour for crisis work (again, depending on who is deployed to the project) and, with some notable exceptions, we generally engage at a \$25k minimum.

I hope this is helpful to you. Please let me know if you'd like to set up a meeting call to discuss further

**We can do anything.
We choose to do good.**

Thom Mozloom



The M Network
14 NE 1st Avenue, #405
Miami, FL 33132

O: (305) 571-1455 | M: (786) 972-0489

www.M.Network

SachsMEDIA

THE BREAKTHROUGH AGENCY™

Founded in 1996, Sachs Media is the nation's preeminent strategic communications firm for high-stakes challenges, with recognition by PR News as a **2022 Top 100 Agency Elite** agency and by Forbes as one of **America's Top 100 PR firms** in 2021. We have a long history of representing governmental entities, including many Florida towns and cities, as well as the Florida League of Cities, creating campaigns to boost awareness, promote issues, and navigate crises.

QUOTE FOR CRISIS SERVICES

Services	Hours	Fee
Crisis communications and 24/7 rapid response support (20-hour minimum commitment)	20-200	\$400/hour
Extended crisis communications support (after initial week)	Over 200	\$300/hour
Resident Survey (includes at least 500 responses)	–	\$10,000
Crisis Communications Audit and Plan	–	\$8,000
Half-Day Crisis Communications / Media Training Session (excludes travel expenses)	–	\$6,000

CASE STUDIES

City of Dunedin

Code enforcement is how a municipality helps its residents maintain the high standards that make the city a "hometown community." When a code enforcement action against a frequent offender who generated multiple public complaints received widespread local and national media attention that cast the city in a negative light, Dunedin officials engaged Sachs Media to counter the adverse coverage. We helped the city craft effective messaging to counter misconceptions about the code enforcement action, drafted a FAQ document to assist city officials, fielded media inquiries from national media, conducted interviews with national media, and provided steady counsel to help city officials navigate the media crisis so they could continue to focus on the business of city government.

City of Palm Beach Gardens

After a plainclothes police officer fatally shot Corey Jones, the City of Palm Beach Gardens engaged Sachs Media to provide strategic counsel, crisis communications support, and media assistance. During the following weeks, we worked closely with the City's staff to provide the public with timely and accurate information, respond to dozens of media inquiries, and advise on how best to facilitate demonstrations that took place at City Hall by nationally recognized individuals, including Rev. Al Sharpton. We also conducted media training sessions with the City's leadership team, brought in third-party law enforcement experts to review the City's policies and procedures, and developed a social media response guide. As a result of our efforts and swift decisions by City leaders, the City of Palm Beach Gardens successfully navigated through the crisis and continues to thrive to this day.



Public Communicators Group

Since 2011, Public Communicator Group has been impacting outcomes on behalf of our clients.

 **We love local government:** We pride ourselves on helping municipalities deliver their message.

 **We're different:** We put the box out for recycling long ago. We're pretty sure one of our competitors picked it up, so they can try to stick you in it.

 **Why it matters:** We don't do cookie-cutter.

- We don't do hard to understand.
- We don't do, "but this is how we've always done it."

 We create innovative and easily understood communications that are engaging and impactful.

QUOTE FOR COMMUNICATIONS SERVICES

Services	Rate
Communications Services (including crisis)	\$250/hour
Graphic Design	\$150/hour
Video Production	\$250/hour

*All services are billed per hour, per person, in 15-minute increments.

OUR LOCAL GOVERNMENT CLIENTS



Public Communicators Group
Evan@PublicCommunicators.com
305.331.6300

Contract for Communications Services

This **contract for communications services** ("Agreement") is entered into and effective on the date of signing by both parties,

BETWEEN: **PUBLIC COMMUNICATORS GROUP LLC ("CONSULTANT")** a Florida limited liability company

AND: **TOWN OF PEMBROKE PARK ("CLIENT")** a Florida municipal corporation

ARTICLE 1 TERM OF AGREEMENT

The term of this contract shall be from the date of signing by both parties until terminated by either party. This contract may be terminated by either party without cause by giving the other party written notice of termination at least one (1) day prior to the effective termination date. Payment for any work completed under the terms of the contract shall be due per payment terms below.

ARTICLE 2 SCOPE OF SERVICES

The CONSULTANT shall provide communications services to the CLIENT on an as needed basis. Those services include:

- Communications Strategy
- Content Creation
- Crisis planning, prevention, management, and communications
- Graphic Design
- Video Production & Postproduction

ARTICLE 3 COMPENSATION

The CLIENT agrees to pay the CONSULTANT a rate of \$150 per hour for graphic design and \$250/hour for all other services, billed in 15-minute increments. Time will be billed in 15-minute increments. Travel time will be included in billing when the CLIENT requires the CONSULTANT to travel.

The CONSULTANT understands that any compensation above the Town Manager's spending authority of ten thousand dollars (\$10,000) must abide by procurement policies per the Town of Pembroke Park ordinances.

CONSULTANT shall invoice for all work performed and provide timesheets with general descriptions of the type of work performed. Payment shall be due 30 after receipt of the invoice.

ARTICLE 4 EXPENSES

The CLIENT agrees to reimburse the CONSULTANT for any reasonable and necessary out of pocket expenses. Any expenses exceeding twenty-five dollars (\$25) must be pre-approved in writing by the CLIENT. Payment for all expenses shall be due within 30 days of the invoice.

ARTICLE 5 RELATION TO CLIENT

The CONSULTANT shall be performing consulting and other services on behalf of the CLIENT. Under no circumstances shall the CONSULTANT, nor any other employee or partner of the CONSULTANT, be considered an employee or partner of the CLIENT. The CLIENT recognizes and agrees that the CONSULTANT may represent other clients with similar interests.

ARTICLE 6 SUBCONTRACTORS

The CONSULTANT may, at their discretion, utilize subcontractors for any work other than advisory services. Advisory services subcontractors must be approved in writing by the CLIENT in advance of performing any work.

ARTICLE 7 GOVERNING LAW

This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Florida. The Parties agree that the sole venue for any lawsuit arising from this Agreement shall be in Miami-Dade County, Florida, and the Parties waive any objection to jurisdiction or venue in any proceeding before said court.

ARTICLE 8 ATTORNEYS' FEES

If legal action is brought to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other recovery to which such party may be entitled.

ARTICLE 9 LIABILITY

CONSULTANT shall bear no liability to the CLIENT for loss or damage in connection with advice or assistance by CONSULTANT given in good faith performance of the services.

**ARTICLE 10
ENTIRE AGREEMENT**

The parties agree that this contract represents the entire understanding of the parties. Your signature below indicates your acceptance and approval of this contract.

**ARTICLE 11
NOTICES**

All notices or other communications required hereunder shall be in writing, hand delivered or sent by certified mail return receipt requested, or by express courier with a nationally recognized courier service, or by electronic mail with retention of evidence confirming transmission, to the party to be notified at its following address or at such other address as shall have been specified in a written notice from the party to be notified. Notice shall be effective at the time of receipt in the case of hand delivery or upon transmission via electronic mail, and three days after posting if by certified mail.

If to Public Communicators Group: Evan Ross
3301 NE 183rd St, Suite 505
Aventura, FL 33160
Evan@PublicCommunicators.com

If to Town of Pembroke Park: JC Jimenez
3150 SW 52nd Ave
Pembroke Park, FL 33023
JCJimenez@tppl.gov

**ARTICLE 12
SEVERABILITY**

If any provisions of this Agreement are declared invalid by a court of record, the remaining portions shall remain in full force and effect.

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Agreement as of the date indicated below.

Public Communicators Group LLC

Evan Ross

Authorized Signature

Evan Ross

Print Name

CEO

Title

08 / 16 / 2023

Date

Town of Pembroke Park

JC Jimenez

Authorized Signature

JC Jimenez

Print Name

Town Manager

Title

08 / 17 / 2023

Date

Doc ID: 89f1b8aef5ed475bcb73fb2c0127b2ddd4dd2642

Title	Public Communicators Group - Communications Services...
File name	Contract for Comm...- March 2023.docx
Document ID	89f1b8aef5ed475bcb73fb2c0127b2ddd4dd2642
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 SENT	08 / 17 / 2023 01:46:57 UTC	Sent for signature to JC Jimenez (jcjimenez@tppfl.gov) from evan@publiccommunicators.com IP: 67.205.195.72
 VIEWED	08 / 17 / 2023 13:36:11 UTC	Viewed by JC Jimenez (jcjimenez@tppfl.gov) IP: 50.233.36.214
 SIGNED	08 / 17 / 2023 13:38:42 UTC	Signed by JC Jimenez (jcjimenez@tppfl.gov) IP: 50.233.36.214
 COMPLETED	08 / 17 / 2023 13:38:42 UTC	The document has been completed.

AGENDA ITEM REPORT



To: Commission
Subject: Attorney Fees for Investigation
Meeting:
Department: Administrative
Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

The Town utilized the services of Shutts & Bowen LLP for investigative services.

FINANCIAL IMPACT:

Attached invoices: Sept. \$15,505.00, Oct. \$1,862.50 and Nov. \$8,457.50 total \$25,825.00

POLICY IMPLICATIONS:

Investigation updated policy requires to go back to Commission when the investigation exceeds \$20,000.

RECOMMENDATION:

Approve current invoices.

ATTACHMENTS:

[Finance SHUTTS & BOWEN LLP Total invoices](#)
[Shutts and Bowens engagement letter](#)

	Status:
Jacobs Horowitz, Interim Town Attorney	Approved - Dec 07 2023
Aleem Ghany, Public Services Director	Approved - Dec 08 2023
Marlen Martell, Town Clerk	Approved - Dec 08 2023

SHUTTS & BOWEN LLP

ATTORNEYS AND COUNSELORS AT LAW

FORT LAUDERDALE (954) 524-5505 • JACKSONVILLE (904) 899-9950 • MIAMI (305) 358-6300 • ORLANDO (407) 423-3200
SARASOTA (941) 552-3500 • TALLAHASSEE (850) 241-1717 • TAMPA (813) 229-8900 • WEST PALM BEACH (561) 835-8500
E-mail: billing@shutts.com

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Pines, FL 33023
Aleem Ghany

November 28, 2023
Atty No.: 0116
Invoice: 1844347

Client: 57268-0001

Re: *Internal Investigation*

For professional services rendered thru: *October 31, 2023*

Total Service	8,457.50
Total Expense	0.00
Credits Applied	(0.00)
Current Balance Due	8,457.50
<i>Prior Balance Due</i>	<i>1,862.50</i>
Total Balance Due	\$10,320.00

Terms: DUE UPON RECEIPT.

A 1% per month late payment charge will apply on any unpaid balance over 30 days from date of invoice.
Federal I.D. No. 59-0447122

TO ENSURE PROPER CREDIT, PLEASE RETURN ONE COPY OF THE COVER SHEET WHEN MAKING PAYMENT.
THANK YOU.

SHUTTS & BOWEN LLP

ATTORNEYS AND COUNSELORS AT LAW

FORT LAUDERDALE (954) 524-5505 • JACKSONVILLE (904) 899 - 9950 • MIAMI (305) 358-6300 • ORLANDO (407) 423-3200
SARASOTA (941) 552-3500 • TALLAHASSEE (850) 241-1717 • TAMPA (813) 229-8900 • WEST PALM BEACH (561) 835-8500
E-mail: billing@shutts.com

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Pines, FL 33023
Aleem Ghany

October 31, 2023
Atty No.: 0116
Invoice: 1830863

Client: 57268-0001

Re: *Internal Investigation*

For professional services rendered thru: *September 30, 2023*

Total Service	1,862.50
Total Expense	0.00
Credits Applied	(0.00)
Current Balance Due	1,862.50
<i>Prior Balance Due</i>	15,505.00
Total Balance Due	\$17,367.50

Terms: DUE UPON RECEIPT.

A 1% per month late payment charge will apply on any unpaid balance over 30 days from date of invoice.
Federal I.D. No. 59-0447122

TO ENSURE PROPER CREDIT, PLEASE RETURN ONE COPY OF THE COVER SHEET WHEN MAKING PAYMENT.
THANK YOU.

SHUTTS & BOWEN LLP

ATTORNEYS AND COUNSELORS AT LAW

FORT LAUDERDALE (954) 524-5505 • JACKSONVILLE (904) 899-9950 • MIAMI (305) 358-6300 • ORLANDO (407) 423-3200
SARASOTA (941) 552-3500 • TALLAHASSEE (850) 241-1717 • TAMPA (813) 229-8900 • WEST PALM BEACH (561) 835-8500
E-mail: billing@shutts.com

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Pines, FL 33023
Juan C Jimenez

September 21, 2023
Atty No.: 0116
Invoice: 1819488

Client: 57268-0001

Re: *Internal Investigation*

For professional services rendered thru: *August 31, 2023*

Total Service	15,505.00
Total Expense	0.00
Credits Applied	(0.00)
Current Balance Due	15,505.00
<i>Prior Balance Due</i>	<i>0.00</i>
Total Balance Due	\$15,505.00

Terms: DUE UPON RECEIPT.

A 1% per month late payment charge will apply on any unpaid balance over 30 days from date of invoice.
Federal I.D. No. 59-0447122

TO ENSURE PROPER CREDIT, PLEASE RETURN ONE COPY OF THE COVER SHEET WHEN MAKING PAYMENT.
THANK YOU.



SIDNEY C. CALLOWAY, B.C.S.
CIVIL TRIAL LAW
Shutts & Bowen LLP
200 East Broward Boulevard
Suite 2100
Fort Lauderdale, FL 33301
DIRECT (954) 847-3833
FAX (954) 524-5506
EMAIL SCalloway@shutts.com

July 13, 2023

VIA ELECTRONIC MAIL

icjimenez@tppl.gov

J. C. Jimenez, Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park FL 33023

RE: Legal Representation on Internal Investigation

Dear Mr. Jimenez,

Thank you for selecting this firm to represent you in the matters concerning the Town of Pembroke Park's ("Town") interest in causing an investigation of Town Commissioner, Geoffrey Jacobs ("Commissioner Jacobs") concerning allegations by at least two Town employees that they have been the subject of Commissioner Jacobs's social media attacks, cyberstalking, bullying, intimidation, slanderous/libelous communications, creation of a hostile work environment and retaliation in their respective capacities as Town employees.

This letter and the enclosed Terms of Engagement will describe the basis on which our firm will provide legal services to you. We have agreed that our engagement is limited to performance of services related to this matter. Because we are not your general counsel, our acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter. We may agree with you to limit or expand the scope of our representation from time to time, provided that any such change is confirmed by us in writing.

The principal basis for computing our fees will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. Our public sector hourly billing rates for lawyers currently range from \$350 per hour for associates to \$485 per hour for senior partners. Time devoted by legal assistants is charged at a billing rate of \$250 per hour. These billing rates are subject to change from time to time.

FTLDOCS 8776489 2

shutts.com | FORT LAUDERDALE | JACKSONVILLE | MIAMI | ORLANDO | SARASOTA | TALLAHASSEE | TAMPA | WEST PALM BEACH

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J. C. Jimenez, Town Manager
Town of Pembroke Park
Page 2

Given the complexity of this matter, I will be primarily responsible for leading the investigation and associated work on this matter, but may be assisted by other firm attorneys and legal assistants. Additional information regarding fees and other important matters appears in the enclosed Terms of Engagement, which are incorporated as part of this letter and which you should review carefully before agreeing to our engagement. Per our discussion the Firm acknowledges and agrees to the following additional terms:

1. Public Records

- a. The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. The Firm shall comply with Florida's Public Records Law. Specifically, the Firm shall:
 - i. Keep and maintain public records required by the Town to perform the service;
 - ii. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - iii. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, the Firm shall destroy all copies of such confidential and exempt records remaining in its possession after the Firm transfers the records in its possession to the Town, unless otherwise required by law; and
 - iv. Upon completion of the Agreement, the Firm shall transfer to the Town, at no cost to the Town, all public records in the Firm's possession. All records stored electronically by the Firm must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

The failure of the Firm to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Town may terminate the Agreement by providing the Firm with at least thirty (30) days prior,

J. C. Jimenez, Town Manager
Town of Pembroke Park
Page 3

provided, however, that Firm will be given the opportunity to cure the breach within said period of time.

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

**TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #234
townclerk@tppl.gov**

2. Scrutinized Companies. The Firm, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

- a. Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
- c. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
- d. Is engaged in business operations in Syria.

3. E-Verify. The Firm 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.

- a. Definitions for this Section:

- i. “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, Firm or consultant.
 - ii. “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.
 - iii. “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.
- b. 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;
 - ii. All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. 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 Town of Pembroke Park; 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

J. C. Jimenez, Town Manager
Town of Pembroke Park
Page 5

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.

Please indicate your acceptance of the terms of this letter and our Terms of Engagement by signing and returning a copy of each document to me.

Sincerely,

Shutts & Bowen LLP

/s/ Sidney C. Calloway

Sidney C. Calloway, B.C.S.

AGREED TO AND ACCEPTED:
TOWN OF PEMBROKE PARK

By:  _____

Title: Town Manager

Date: July 31, 2023

AGENDA ITEM REPORT



To: Commission
Subject: One-Stop Film Permitting Interlocal Agreement
Meeting:
Department: Administrative
Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

The Broward County Film Commission approved a Film Permit Ordinance to legalize the film permitting process between 26 municipalities and the county. The county will process the application but the Town will approval or deny the permit. The agreement is for (1) one year and will automatically renew for an additional one year term unless earlier terminated.

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Recommend to approve the agreement.

ATTACHMENTS:

[Film Permitting ILA - Town of Pembroke Park - DRAFT rev](#)

Jacobs Horowitz, Interim Town Attorney	Status: Pending
Aleem Ghany, Public Services Director	None
Marlen Martell, Town Clerk	None



INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF PEMBROKE PARK FOR FILM PERMITTING

This Interlocal Agreement Between Broward County and Town of Pembroke Park for Film Permitting ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Town of Pembroke Park, a municipal corporation ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. To make Broward County a more desirable destination for film, television, and other entertainment productions ("Productions"), County and Municipality believe it is beneficial to establish uniform processes for the application, issuance, and management of permits for Productions.

B. Sections 20-261, et seq., Broward County Code of Ordinances ("Film Permit Ordinance"), authorizes County to enter into interlocal agreements with municipalities (each a "Participating Municipality") whereby the Broward County Film Commission ("Film Commission") will act as a "one-stop shop" for Productions to apply for and obtain film permits.

C. Municipality desires to engage County to perform film permitting services on its behalf in accordance with the terms of 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

All defined terms in Sections 20-261 through 20-265 of the Film Permit Ordinance shall have the same meanings when used in this Agreement.

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. **Code** means the Broward County Code of Ordinances.

1.4. **Contract Administrator** means the Film Commissioner, or such other person as designated by the Film Commissioner in writing.

1.5. **County Administrator** means the administrative head of County appointed by the Board.

1.6. **Municipal Film Permit** means a film permit issued by County on behalf of Municipality for a Production to engage in filming activities on Specified Property located within Municipality.

1.7. **Specified Property** means property that is owned or controlled by Broward County or by a Participating Municipality, including but not limited to a building, structure, facility, roadway, right of way, or other real property; and any other property for which Broward County or a Participating Municipality requires a permit for a Production.

ARTICLE 2. SCOPE OF SERVICES

2.1. Purpose. During the Term (as defined herein), County, through its Film Commission, on behalf of Municipality, shall receive applications for and issue Municipal Film Permits in accordance with the Film Permit Ordinance and this Agreement.

2.2. Guidelines. In addition to the requirements stated in the Film Permit Ordinance, Municipality's specific Municipal Film Permit Guidelines ("Guidelines"), which are attached to this Agreement as **Exhibit A**, shall govern the issuance of Municipal Film Permits. Municipality may amend these Guidelines at any time during the Term with at least thirty (30) business days' advance written notice to the Contract Administrator. Any Municipal Film Permit application received by County prior to the effective date of Municipality's notice to County of a change to the Guidelines shall continue to be processed under the Guidelines in effect. If County believes Municipality's requested change to the Guidelines may subject County to potential claims or liabilities (e.g., potential constitutional or civil rights liability), County shall have the right to reject the change, or applicable portion thereof, to the Guidelines after providing Municipality with written notice of same. Unless Municipality provides written notice to County objecting to County's rejection within seven (7) business days after receipt of notice from County, County may proceed to process applications and issue Municipal Film Permits in accordance with the amended Guidelines, excluding any portion thereof rejected by County pursuant to this section. If Municipality timely objects to County's rejection regarding a changed Guideline, and the Parties cannot resolve their disagreement within ten (10) business days after Municipality provides County notice of its objection, County may, at its option, immediately terminate this Agreement by giving written notice to Municipality of such termination.

2.3. Specified Property Photos. Municipality may provide County photographs of Specified Property areas or facilities that Municipality wishes to promote for the use of film production. If so provided, County agrees to make this material available to applicable Productions.

2.4. Municipal Approval/Rejection of Application. County, upon receipt of a properly completed Municipal Film Permit application, shall forward the permit application to Municipality for Municipality's review and approval. Municipality, in its sole discretion, shall direct County to approve or reject the Municipal Film Permit application. County shall not issue a Municipal Film Permit unless and until Municipality provides written approval of the Municipal Film Permit application. Municipality's indemnification obligations under Article 5 of this Agreement include any Claim (as defined in Article 5) relating to Municipality's lack of

approval of a Municipal Film Permit or Municipality's direction to County to not issue a Municipal Film Permit.

2.5. Municipal Fees/Charges; Collections. Municipality shall inform County of any Municipal Film Permit fees or charges assessed for a Production's use of Specified Property, and County shall advise applicants of those fees and charges. Municipality will be solely responsible for the billing and collection of any Municipal Film Permit fees or charges assessed for a Production's use of Specified Property, and County is not liable for any such charges if unpaid. County shall not issue a Municipal Film Permit for a Production until Municipality provides the Contract Administrator written notice that the Production has paid all required permit fees, administrative costs, and any Special Services fees.

2.6. Copy of Permit. Upon County's issuance of a Municipal Film Permit, the Contract Administrator shall provide the Municipal Liaison (as defined in Section 6.1, below) with a copy of such permit, including all special terms and conditions associated therewith.

2.7. No Management or Oversight of Production. Upon issuance of a Municipal Film Permit, County shall have no management or oversight responsibility regarding the Production's activities. If Municipality determines that the Production is not complying with, or has failed to comply with, any provision of the Guidelines, the Film Permit Ordinance, or the Municipal Film Permit, Municipality shall notify the Contract Administrator in writing regarding such matters and County, through the Contract Administrator, in their sole discretion, may elect to suspend or revoke the Production's Municipal Film Permit in accordance with the Film Permit Ordinance.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall continue for a period of one (1) year after the Effective Date ("Initial Term"). After the Initial Term, this Agreement shall automatically renew for additional one (1) year terms (each an "Extension Term"), unless earlier terminated in accordance with this Agreement. The Initial Term and Extension Term(s) are collectively referred to as the "Term."

3.2. Termination. Either Party may terminate this Agreement for any reason by giving written notice to the other Party at least thirty (30) days prior to the effective date of termination. Notwithstanding any termination of this Agreement by either Party, all Municipal Film Permits issued by County for Specified Property prior to the effective date of such termination shall remain valid and be honored by Municipality. The Contract Administrator is authorized to terminate this Agreement on behalf of County.

**ARTICLE 4. GOVERNMENTAL IMMUNITY; MUNICIPALITY
INDEMNIFICATION OF COUNTY; HOLD HARMLESS**

4.1. Sovereign Immunity. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included in this Agreement be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract.

4.2. Indemnification. To the greatest extent permitted under Florida law, Municipality 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: (a) utilization of Municipality's Guidelines in connection with the issuance or rejection of any Municipal Film Permit (including, without limitation, any alleged unconstitutionality or illegality of such Guidelines); (b) any breach of this Agreement by Municipality; (c) any negligent act or omission of Municipality, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement; or (d) a Production's use of Specified Property or a Production's failure to comply with the terms and conditions of a Municipal Film Permit (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality 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.

ARTICLE 5. INSURANCE

County is a self-insured governmental entity subject to the limitations set forth in Section 768.28, Florida Statutes, and, upon request by Municipality, shall provide Municipality with written verification of liability protection in accordance with state law. If Municipality is a self-insured governmental entity, it shall, upon request by County, provide County with written verification of liability protection in accordance with state law. If Municipality is not self-insured, Municipality shall maintain throughout the Term any and all policies of insurance as may be requested by County, in amounts determined by County in its reasonable discretion, necessary to satisfy Municipality's indemnification obligations stated in this Agreement.

ARTICLE 6. MISCELLANEOUS

6.1. Contract Administrator Authority; Municipal Liaison. The Contract Administrator is authorized to coordinate and communicate with Municipality in connection with the performance of this Agreement, including the exercise of ministerial authority in connection with the day-to-day management of this Agreement. Municipality shall appoint a representative to act as liaison ("Municipal Liaison") to the Film Commission. The Municipal

Liaison will coordinate with the Contract Administrator regarding Municipal Film Permit applications received by County for use of Specified Property located in Municipality by Productions, and shall manage the use of such Specified Property by the Production after the Municipal Film Permit is issued by County.

6.2. Public Records. Each of the Parties is a public entity required to comply with Florida's Public Records Act, and each shall fulfill all required obligations under Chapter 119, Florida Statutes. If a public records request is directed to a Party, that Party shall be responsible for responding to such public records request. If a Party receiving a public records request seeks records from the other Party to respond to the public records request, the other Party will provide any responsive public records so as to enable the Party that received the public records request to respond as required.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FOLLOWING: FOR MUNICIPALITY INQUIRIES TO COUNTY: (954) 357-6400, OESBDADMIN@BROWARD.ORG, 115 S ANREWS AVENUE, ROOM A680, FORT LAUDERDALE, FLORIDA 33301. FOR COUNTY INQUIRIES TO MUNICIPALITY: (954) _____ EXT. _____, _____@_____._____, _____, _____, FLORIDA _____.

6.3. Regulatory Capacity. Notwithstanding the fact that each Party to this Agreement is a political subdivision with certain regulatory authority, each Party's performance under this Agreement is as a party to this Agreement and not its regulatory capacity. If County or Municipality exercises their regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to that Party's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner as a party to this Agreement.

6.4. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially 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.

6.5. Notices. In order for a 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). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Office of Economic & Small Business Development
Attn: Film Commission / Film Lauderdale
115 South Andrews Avenue, Room A680
Fort Lauderdale, Florida 33301
Email address: film@filmlauderdale.org

FOR MUNICIPALITY:

Email address: _____

6.6. 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.

6.7. Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, tropical storm, public health emergency, epidemic/pandemic, earthquake, or other casualty caused by nature; or by labor strike or war; or by any law, order, proclamation, regulation, or an ordinance of any governmental agency, including by either of the Parties (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt written notice to the other Party, shall be excused from such performance to the extent caused by the Force Majeure Event, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance 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; and further provided that if such nonperformance exceeds fifteen (15) business days, the Party that is not prevented from performance by the Force Majeure Event shall have the right to immediately terminate this Agreement upon written notice to the Party so affected. This section shall not supersede or prevent the exercise of any right a Party may otherwise have to terminate this Agreement.

6.8. Compliance with Laws; Equal Opportunity. Each Party must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act of 1973.

6.9. Severability; Survivability. 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. The following sections of this Agreement shall survive the expiration or earlier termination of this Agreement: Section 2.4, Section 4.2, Section 6.2, and Section 6.13.

6.10. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

6.11. 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.

6.12. 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.

6.13. 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.**

6.14. 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 by duly authorized representatives of County and Municipality.

6.15. 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.

6.16. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibit(s) are incorporated into and made a part of this Agreement.

6.17. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed electronically or physically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:
BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through
its Film Commissioner authorized to execute same by Board action on the ____ day of
_____, 20__, and Municipality, signing by and through its _____ duly
authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its Film Commissioner

By: _____
Film Commissioner

____ 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 _____
Sara F. Cohen (Date)
Assistant County Attorney

By _____
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND TOWN OF PEMBROKE PARK FOR FILM PERMITTING**

FLORIDA

MUNICIPALITY

TOWN OF PEMBROKE PARK

ATTEST:

By: _____
Mayor/Other

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
Municipal Film Permit Guidelines

- Permit applicant/production company must provide a certificate of insurance that additionally insures the Town of Pembroke Park with the following certificate holder language:

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Certificates of insurance must include a policy which provides at least \$1,000,000 of Comprehensive General Liability for each instance of claim. Other caveats apply on a per project basis.

AGENDA ITEM REPORT



To: Commission
Subject: Updating Fire Alarm System in Town Hall
Meeting:
Department: Administrative
Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

This update is to meet present fire code requirements.

FINANCIAL IMPACT:

\$14,997.08

POLICY IMPLICATIONS:

NONE

RECOMMENDATION:

Approve the request to update the Fire Alarm System in Town Hall.

ATTACHMENTS:

[Fire Alarm Quote](#)
[Fire Alarm contract](#)

	Status:
Christian Noel, Accounts Payable	Approved - Dec 08 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Dec 08 2023
Aleem Ghany, Public Services Director	Approved - Dec 08 2023
Marlen Martell, Town Clerk	Approved - Dec 08 2023

11/17/23, 11:58 AM

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Port. FED18-000056 Sys. FED18-000057

From **CITY FIRE, INC.**
 5708 SW 25TH STREET
 HOLLYWOOD FL 33023-4011
 954-987-1338

Quote No. **2019480**
 Type Installation
 Prepared By DARREL FEELEY
 Created On 11/08/2023
 Valid Until 12/31/2023

Quote For **TOWN OF PEMBROKE PARK**
 3150 SW 52ND AVENUE
 PEMBROKE PARK FL 33023
 954-966-4600

Description of Work

FIRE ALARM SYSTEM INSTALLATION QUOTE

- Please read the narratives in this quote. There may be additional details and fees to consider beyond the pricing on this quote.

Note: Permitting & additional inspection labor should not be on the pricing of this quote. It will be invoiced separately

We propose to install new devices to the fire alarm system to bring the rest of building up to code.

- Will install new smoke detectors
- Will install new pull stations
- Will install new horn strobes and strobes (ceiling mounted)
- Will add duct smoke detectors with remote test switches (2)
- Will add relay modules for A/C shutdown

ADDITIONAL COSTS TO CONSIDER

- Client will need a licensed, high voltage electrical contractor to wire 1 electrical feed, box and outlet & furnish 1 dedicated 20amp breaker for fire alarm control panel.
- Fire alarm drawings/designing \$425.00 .
- Engineers sealing fee \$225.00
- Permit fees will be invoiced separately for the COST OF PERMITTING
- Inspections with city has been assessed in this quote. Additional city inspections or inspections for other trades will be will be invoice separately at \$95.00+tax per hour, per technician

11/17/23, 11:58 AM

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- Permit handling fee of \$250.00 will apply. Covers preparation of the permit package.
- Notice of Commencement filing will be invoice with permit costs. If the permit falls under a master permit, there will be no filing requirement.
- Ongoing, routine fire alarm inspections will be required going forward. (Will quote that later on & separately)
- Client responsible for any scissor lift rental fees, if needed
- Fees may apply for special insurance requirements and/or additional documents.
- Document enclosure required

TERMS

40% Down for plan creation, permitting & parts ordering. 40% due upon start, Balance due, (including permit fees & inspection labor) at time of city acceptance testing.

Additional notes/exclusions

City Fire is not responsible for any drywall repairs, patching or painting. We do make an effort to be as careful as possible to avoid any unnecessary repairs. If there is any digging, chipping, hammering, excavating or trenching. We will backfill. We will not repair, grow or replace grass, bushes or landscaping unless specified in this quote.

Ceiling tiles may be effected and will need replacement. City Fire is not responsible for ceiling tile replacements.

- An approved change order will be needed if there are requests beyond this quote. Additionally, This quote is itemized and if the item in question is not on this quote, it is not covered. Work may stop until change order is approved.
- Job site conditions or unforeseen building issues could effect this quote pricing. The local Fire department may request changes or additional devices to be added. If so, additional charges may apply.
- City Fire Inc. is not a licensed mechanical contractor. We do not perform any mechanical / air condition work. Including installation of any new duct smoke detectors, new sample tubes or new ac shut down wiring. We also will not connect any wiring or devices to any air handlers or any associated air condition components / control panels/boards. If such work is required, please contact a Licensed mechanical contractor. City Fire will not assume any responsibility for any issues related to the air condition systems.

WARRANTY COVERAGE

The period of warranty is 1 year from the city acceptance date/project end date. EXCLUSIONS: City Fire Inc. will not have any liability or obligation under this limited warranty, in case of, 1. Any defect caused by misuse or abuse of the product. 2. Damage caused by natural disasters. 3. Damage caused by unauthorized modification.

Additional notes:

- Have you ordered your KNOX BOX? You may be required to install a Knox Box on the building. You can order your Knox boxes online at <https://www.knoxbox.com/>

Services to be completed

Alarm Systems

UPDATE ALARM IN REST OF BUILDING

11/17/23, 11:58 AM

Print : Quoteview : ServiceTrade

Parts, labor, and fees	Quantity	Unit Price	Total
ADDRESSABLE SMOKE DET	13	\$145.00	\$1,885.00
PULL STATION ADDRESSABLE, FIRELITE	5	\$198.95	\$994.75
STROBE, WHITE OR RED	7	\$61.16	\$428.12
HORN STROBE, WHITE, P2WL	4	\$108.41	\$433.64
ADDRESSABLE HEAT DET	3	\$113.75	\$341.25
DUCT DETECTOR, 2 WIRE, CONVENTIONAL, FIRE ALARM	2	\$349.34	\$698.68
DUCT DETECTOR RTS, BK-RTS151KEY	2	\$127.41	\$254.82
CONTROL RELAY MODULE	2	\$185.41	\$370.82
FIRE RATED WIRE	1	\$565.00	\$565.00
BOXES, PIPE,COVERS, ETC.	1	\$750.00	\$750.00
FIRE ALARM PLANS FOR PERMIT	1	\$425.00	\$425.00
FIRE ALARM PERMIT RUNNER FEE	1	\$250.00	\$250.00
REGULAR LABOR RATE	80	\$95.00	\$7,600.00
GRAND TOTAL			\$14,997.08

By my signature below, I authorize work to begin and agree to pay the Grand Total.

Name: _____ Date: _____

Signature: _____

Addendum to Terms and Conditions

The following shall be included as part of the Monitoring Services Contract (the "Proposal") between the **Town of Pembroke Park**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 3150 S.W. 52nd Avenue, Pembroke Pines, FL 33023 ("Town") and **City Fire, Inc.** ("CF"), with offices at 5708 S.W. 25th Street, West Park, FL 33023. In the event of any conflict between the language in the Proposal and this Addendum, the terms of this Addendum shall take precedence.

1. **Payment Terms**

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

2. **Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

3. **Sovereign Immunity**

Nothing contained herein is intended nor shall be construed to waive Town's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

4. **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Agreement, neither CF nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CF will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CF further agrees that CF will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

5. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that CF is an independent contractor under this Agreement and not the Town'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. CF shall retain sole and absolute discretion in the judgment of the manner and means of carrying out STS's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CF. CF agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the CF Products and Services; however, the CF Products and Services are provided "AS IS" and as available. This Agreement shall not be construed as

creating any joint employment relationship between CF and the Town and the Town will not be liable for any obligation incurred by CF, including but not limited to unpaid minimum wages and/or overtime premiums.

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.

7. **Assignments; Amendments**

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CF without the prior written consent of Town. For purposes of this Agreement, any change of ownership of CF shall constitute an assignment which requires Town approval. However, this Agreement shall run to the benefit of Town 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.

8. **Public Records**

8.1 The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. CF shall comply with Florida's Public Records Law. Specifically, CF shall:

8.1.1 Keep and maintain public records required by the Town to perform the service;

8.1.2 Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

8.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CF shall destroy all copies of such confidential and exempt records remaining in its possession after CF transfers the records in its possession to the Town, unless otherwise required by law; and

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

8.2 The failure of CF to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Town may terminate the Agreement by providing CF with at least thirty (30) days prior, provided, however, that CF will be given the opportunity to cure the breach within said period of time.

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

**TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #234
townclerk@tppl.gov**

9. **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 or by email. For the present, CF and Town designate the following as the respective places for giving of notice:

TOWN:	J.C. Jimenez, Town Manager Town of Pembroke Park 3150 SW 52 nd Avenue Pembroke Park, Florida 33023 Telephone No. (954) 966-4600 Email: jcjimenez@tppl.gov
Copy To:	Jacob G. Horowitz, Interim Town Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Email: jhorowitz@gorencherof.com
CF:	City Fire, Inc. Attn: Darrel Feeely 5708 S.W. 25 th Street West Park, FL 33023 Telephone No. (954) 987-1338

10. **Attorneys' Fees**

In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs.

11. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall

constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

12. Scrutinized Companies

CF, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

12.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

12.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

12.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

12.2.2 Is engaged in business operations in Syria.

13. E-Verify

CF 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.

13.1 Definitions for this Section:

13.1.1 "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, a CF or consultant.

13.1.2 "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.

13.1.3 "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.

13.2 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:

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

13.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. 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 Town of Pembroke Park; and

13.2.3 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.

SIGNATURE PAGE TO FOLLOW

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

TOWN:

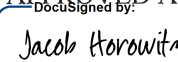
TOWN OF PEMBROKE PARK

ATTEST:


MARLEN MARTELL,
TOWN CLERK

BY: 
J.C. JIMENEZ
TOWN MANAGER

APPROVED AS TO FORM.

DocuSigned by:

A563A1DDEFD5417...
Name: Jacob Horowitz

OFFICE OF THE INTERIM TOWN ATTORNEY

CITY FIRE INC.:

Signed By: 
Print Name: Darrel Feeley
Title: Service Manager



Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023

Agenda Request

Meeting Date:	12/13/2023
Subject:	23-TW-01 Trafficways Waiver – Koinonia Worship Center
Initiated by:	☐ Town Commission ☐ Town Attorney ☒ Town Manager / Staff
Prepared by:	Name & Title: Mike Vonder Meulen, AICP, Consultant Town Planner
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Staff Report, Application, Dedication Exhibit, Trafficways Map, Letter of No Objection.
Fiscal Impact:	None
Policy Question(s) for Commission Considerations:	Motion to authorize Interim City Manager to sign letter of no objection.
Summary:	Broward County Planning Council seeks a letter of no objection from the Town prior to considering the request to waive the county required right-of-way dedication width for SW 48 th Avenue.
Background:	Full Background and discussion are in the staff report.
Discussion/Analysis:	Full Background and discussion are in the staff report.
Options:	The Town Commission can authorize or not authorize the letter of no objection.
Advantages:	If the trafficways waiver is granted by Broward County, the property owner will have more land to develop into a worship center.
Disadvantages:	Future widening of SW 48 th Avenue may become more difficult. At this time, there are no plans to widen SW 48 th Avenue.
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	Approval
Additional Action Needed:	None

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



December 5, 2023

To: Mayor & Town Commission

Thru: Aleem Ghany, Interim Town Manager

From: Mike Vonder Meulen, AICP, Consultant Town Planner, KEITH

RE: 23-TW-01 – Trafficways Waiver – SW 48th Avenue
Koinonia Worship Center
4900 W. Hallandale Beach Blvd.

Recommendation: The Town Commission approved a motion authorizing the Town Manager to issue the letter of no objection on October 11th; however, there was a change in the width of the proposed right-of-way easement which requires an additional motion to issue a revised letter of no objection.

The Planning and Zoning Board reviewed this application on October 5th, their recommendation will be provided at the Town Commission Meeting.

The Consultant Town Planner recommends approval of issuing a letter of no objection for the Trafficways Waiver subject to the following condition:

- Approval is subject to the dedication of the parcel identified as Parcel 514230130770 on the Bello & Bello survey dated 1/15/2016 being dedicated as right-of-way (see page 9 of the application).

Request: Koinonia Worship Center & Village Inc. requests a letter of no objection from the Town for a waiver of the forty (40) foot right-of-way dedication from the centerline requirement along SW 48th Avenue, which is a requirement of the Broward County Trafficways Plan. There was confusion concerning the waiver application that was approved in October. One of the exhibits showed a fifteen (15) dedication and an additional fifteen (15) right-of-way easement. That was not the intent of the applicant. After discussion and negotiation with Town staff, a revised application has been submitted showing the fifteen (15) foot right-of-way dedication and a ten (10) foot right-of-way easement.

Previous Background: As part of its charter, Broward County has claimed Land Use control over all lands within the county including lands within the municipalities. As part of this control, Broward County has created a Trafficways Map (copy attached). This map governs the ultimate right-of-way widths of certain roadways within the county SW 48th Avenue is identified as an eighty (80) foot collector on the Trafficways Plan Map. Therefore, prior to any development/redevelopment of properties abutting a Trafficways would be required to dedicate the proper width of right-of-way prior to obtaining a building permit. The county has also established a waiver application when an applicant meets certain waiver criteria. Prior to granting a waiver, the county requires review and no objection from the municipality where the property is

located.

The Applicant requests a waiver of the 40-foot right-of-way dedication from the centerline requirement along SW 48th Avenue. As a condition of approval of this request 15 feet of the required 40 feet of right-of-way dedication will continue to be required. This will create a minimum right-of-way width of 50 feet meeting the Town's minimum requirements. In addition to the two (2) rationales the applicant has provided, the Consultant Town Planner has provided additional justification for the Trafficways Waiver.

1. Only the section of SW 48th Avenue between Countyline Road and Hallandale Beach Blvd. is on the Trafficways map. This road segment does not contribute greatly to the Broward County network. There are other nearby roadways which better suit the county's trafficways network. Additional roadways including SW 40th Avenue and SW 56th Avenue are also located on the trafficways and extend farther north into Broward County.
2. Once the right-of-way dedication is complete pursuant to the Town condition of approval, the existing west right-of-way line of SW 48th Avenue will have consistent minimum dimension along the entire length of SW 48th Avenue (except for a 240-foot segment near Countyline Road).
3. All existing roadway pavement, drainage structures and sidewalks are located within the right-of-way (post dedication).
4. There are no plans nor funding to widen SW 48th Avenue by the Town, County or MPO.

The applicant has stated in the narrative and a conceptual site plan is provided as part of the application for a 30,550 square foot sanctuary. This trafficways waiver in no way implies approval of the site plan for the sanctuary. A separate site plan application must be filed with the Town.

Consistency with the Comprehensive Plan: The Consultant Town Planner finds that the proposed Trafficways Waiver is consistent and compatible with the following Goals, Objectives and Policies of the Town of Pembroke Park Comprehensive Plan including:

OBJECTIVE #1.3:

All development orders and permits for future development and redevelopment activities shall be issued only if the proposed use is consistent with the Land Use Designation for the property as defined in Policy 1.3.3A and the public facilities necessary to meet Level of Service standard (as included in the Capital Improvements Element of this plan) are available concurrent with the impacts of the development consistent with Chapter 163.3180 Florida Statutes as may be amended.

POLICY #1.3.2: If required public facilities and infrastructure are included in the first year of either the Town's, the Region's, the County's, or the State's adopted 5-year Capital Improvement Program and indicate that they are adequate to maintain acceptable Level of Service standards, consistent with Chapter 163.3180 FS as may be amended, the Town may issue a Development Order; provided the project satisfies a need and furthers the Town's commitment to quality development.

POLICY #1.3.4: IMPLEMENTATION REGULATIONS AND PROCEDURES

1. DEVELOPMENT REVIEW REQUIREMENTS

The Town may grant an application for a development permit consistent with its certified local Land Use Plan when it has determined that:

- A. No public or private development may be permitted except in compliance with the Broward County Land Use Plan or the Town's Land Use Plan as Certified B.C.P.C. Certification Requirements.
- B. The following requirements are met:

1. Transportation facilities, recreational, drainage and flood protection, potable water, solid waste and sanitary sewer public facilities and services will be available to meet established level of service standards, consistent with Chapter 163.3180 Florida Statutes and the concurrency management policies included with Goal 8.00.00 of the Broward County Land Use Plan as may be amended.

POLICY #1.5.25: Prior to approving a new development order for a new principal building, the Town shall use the following LOS standards in reviewing the impacts of new development and redevelopment upon public facility provision:

E. Arterial / Collector Roadways

The Town of Pembroke Park is located within Broward County's Transportation Concurrency Management Area (TCMA). All new development in the Town is subject to payment of Transit Impact Fees to Broward County.

POLICY #1.5.29: The Town of Pembroke Park adopts by reference the Broward County Planning Council "Trafficways Map" as part of the transportation element identifying future rights-of-way required to be protected based upon the Traffic circulation element and the Future Land Use Element, Comprehensive Plan. Site specific considerations could require additional R.O.W.

POLICY 2.6.1: The Town shall review, in conjunction with its Evaluation and Appraisal Reports, or separately, right-of-way requirements for existing and future transportation needs to ensure continuity of the thoroughfare system. The Town will coordinate requests for Trafficways Plan amendments with Broward County through a designated Town representative assigned to process these amendments.

POLICY 2.6.4: The Town shall through implementation of the Broward County Trafficways Plan and the minimum Town right-of-way standard of fifty (50) feet for local roads (60 feet for SW 52 Avenue), secure right-of-way dedications at time of development review to ensure that adequate right-of-way is provided to serve existing and future development.

**Amended - Trafficways Waiver Application
4900 West Hallandale Beach Boulevard
Pembroke Park, Florida
"Koinonia Worship Center & Village - New Sanctuary"**

1. Applicant Information

- a. Name, title, address, telephone and facsimile number for the owner(s) of the subject parcel.**

Koinonia Worship Center & Village, Inc.
4900 West Hallandale Beach Boulevard
Pembroke Park, FL 33023
Phone: 954-964-2901
Email: kwclawbush@aol.com

- b. Name, title, address, telephone and facsimile number for the applicant or agent**

Koinonia Worship Center % Gisle Bush
4900 West Hallandale Beach Boulevard
Pembroke Park, FL 33023
Phone: 954-964-2901
Email: kwclawbush@aol.com

- c. Applicant's rationale for the request. The Planning Council requests a condensed version suitable for inclusion in the Planning Council's staff report.**

The Applicant's property is located on the west side of 48th Avenue just south of Hallandale Beach Boulevard and North of County Line Road, in the Town of Pembroke Park. The Applicant requests a waiver of the 40-foot right-of-way dedication requirement along SW 48th Avenue, which is a requirement of the Broward County Trafficways Plan. Within the 40-foot, the Applicant agrees to relinquish its interest/ownership in the 15-foot strip (which includes a sidewalk) known as Parcel No. 5142301130770. (See Exhibits C-1, C-3). Also, the Applicant agrees to provide a 10-foot right-of-way easement with reservation. In support of this request, the Applicant offers the following two (2) reasons:

- (1) The Applicant has designed a new sanctuary facility for its ever-growing congregation. In its proposal and due to the existing structures on site, the Applicant seeks to build the new sanctuary in the vacant portion of the property that is located along SW 48th Avenue. Based on the design, the 40-foot right-of-way (for which the general public has no conceivable interest) dedication requirement substantially impairs the buildable area

thus limiting the design options and beneficial use for an assembly space, more specifically the proposed sanctuary.

(2) The applicant is the legal possessory owner of the 25-foot right-of-way. The trafficway 40-foot requirement does not affect the applicant's property along the 48th Avenue corridor because said property has never been platted, dedicated, "taken", or conveyed to the county by deed or easement that necessitates a compliance with the applicable County Trafficway Plan.

2. Application Fee

The required application fee of \$6,054 is enclosed with this application.

3. Local Government Information

a. Name of subject municipality

This property is located within the municipal boundaries of the Town of Pembroke Park, Florida.

b. Recommendation of the subject municipality regarding the proposed waiver.

A letter of support from the Town of Pembroke Park for the requested waiver is attached as Exhibit "A".

4. Support Information

a. Survey of subject parcel.

A survey of the subject parcel is attached as Exhibit "B".

b. Precise description of the requested waiver. Include graphics/maps as necessary to illustrate.

Based on the existing width of SW 48th Avenue along the Applicant's property line, the Broward County Trafficways Plan requires the Applicant to dedicate 40 feet of right-of-way. The Applicant requests a waiver of this requirement.

See attached graphics showing the request, attached as Exhibits "C-1", "C-2" and "C-3".

- c. Detailed description of the existing and proposed use of the subject parcel. *Planning Council staff will utilize this information to analyze net projected average daily traffic impacts as per Institute of Transportation Engineers Methodologies.***

The parcel currently consists of six buildings on site. The table below provides the square footage and the existing uses of each building.

Building	Square Footage	Existing Use
A	6165 Sq. Ft.	Daycare/School
B	6165 Sq. Ft.	Office
C	6165 Sq. Ft.	Education
D	-	Demolished
E	6165 Sq. Ft.	Storage (Future - Youth & Senior Center)
F	6120 Sq. Ft.	Multi-purpose Facility
G	10,350 Sq. Ft.	Administrative Offices

The proposed use is a new sanctuary which includes a total square footage of 30,550.

- d. Plat and/or site plan of subject parcel**

The conceptual site plan is attached as Exhibit "D".

- e. A description of why proposed development could not be located within the subject parcel consistent with the Trafficways Plan requirement.**

Based on the architectural plans, the proposed development could not be located within the subject parcel because it would impede into the proposed parking spaces and the drive aisle which would in turn alter the overall circulation of the property. As a result, a total number of about 11 parking spaces would have to be eliminated based on the proposed plans which are necessary for the development of the site overall.

- f. A description of the existing and planned future land uses, per the effective municipal land use plan, in the vicinity of the subject parcel.**

The table below provides the future land use designations for the surrounding parcels, per the Town of Pembroke Park's Future Land Use Map.

Location	Existing Land Use	Future Land Use
North	Trailer Park Community	Low-Medium Density (LM)
South	Park	Public Recreation (R-2)
East	Retail	Commercial (C)
West	Vacant	Community Facilities (CF)

- g. Proposed waivers of Trafficways Plan segments also identified as “State Principal Arterial” or “State Minor Arterial” on the current Broward County State Highway Functional Classification Map must be accompanied by a position statement from the District IV Secretary of the Florida Department of Transportation.**

SW 48th Avenue is considered a “City Collector” road on the Broward County State Highway Functional Classification Map. As a result, a position statement from the District IV Secretary of the Florida Department of Transportation is not necessary.

- h. Describe impacts the waiver may have on corridor ingress and egress relative to adjacent properties.**

The ingress and egress of the proposed project along SW 48th Avenue will not be located near any of the ingress and egress of the adjacent properties and as a result will not impact those properties negatively.

- i. Provide the current Broward County Five (5) Year and Adopted Long Range Transportation Plan average daily traffic volumes, roadway capacities, and levels of service for the subject Trafficways Plan segment. The above referenced information is available at the Broward County Transportation Planning Division.**

This project is located along Sw 48th Avenue, south of Hallandale Beach Boulevard and north of County Line Road. The table below shows the current (2020) and the adopted (2045) average daily traffic volumes, roadway capacities,

and level of service for the segment north of County Line Road along SW 48th Avenue.

Year	Volume	Capacity	LOS
2020	5500	13320	C
2045	11100	13320	D

- j. Indicate what improvements are programmed or planned for the subject Trafficways Plan segment including intersection improvements. Indicate the year of the programmed or planned improvement(s).**

There are currently 2 improvements that are planned for the SW 48th Avenue Trafficways Plan segment. Detail regarding both improvements is indicated below:

1. A new traffic signal mast arm at the SW 48th Avenue/Hallandale Beach Blvd. intersection.
2. New sections of sidewalk and bike paths were missing along SW 48th Avenue.

- k. Describe impacts the waiver may have on transit, bicycle, or pedestrian travel.**

The proposed development will have no impacts on transit, bicycle or pedestrian travel. Transit would not be affected due to the fact that there are no bus routes along SW 48th Avenue. As it relates to pedestrian travel, the sidewalks that are currently located along SW 48th Avenue will remain intact and will not be negatively impacted by the construction of the proposed project. Bicycle travel will not be impacted as well because although there is a proposal for a bike route along SW 48th Avenue, it will be within the current confines of the existing right-of-way.

W Hallandale Beach Blvd

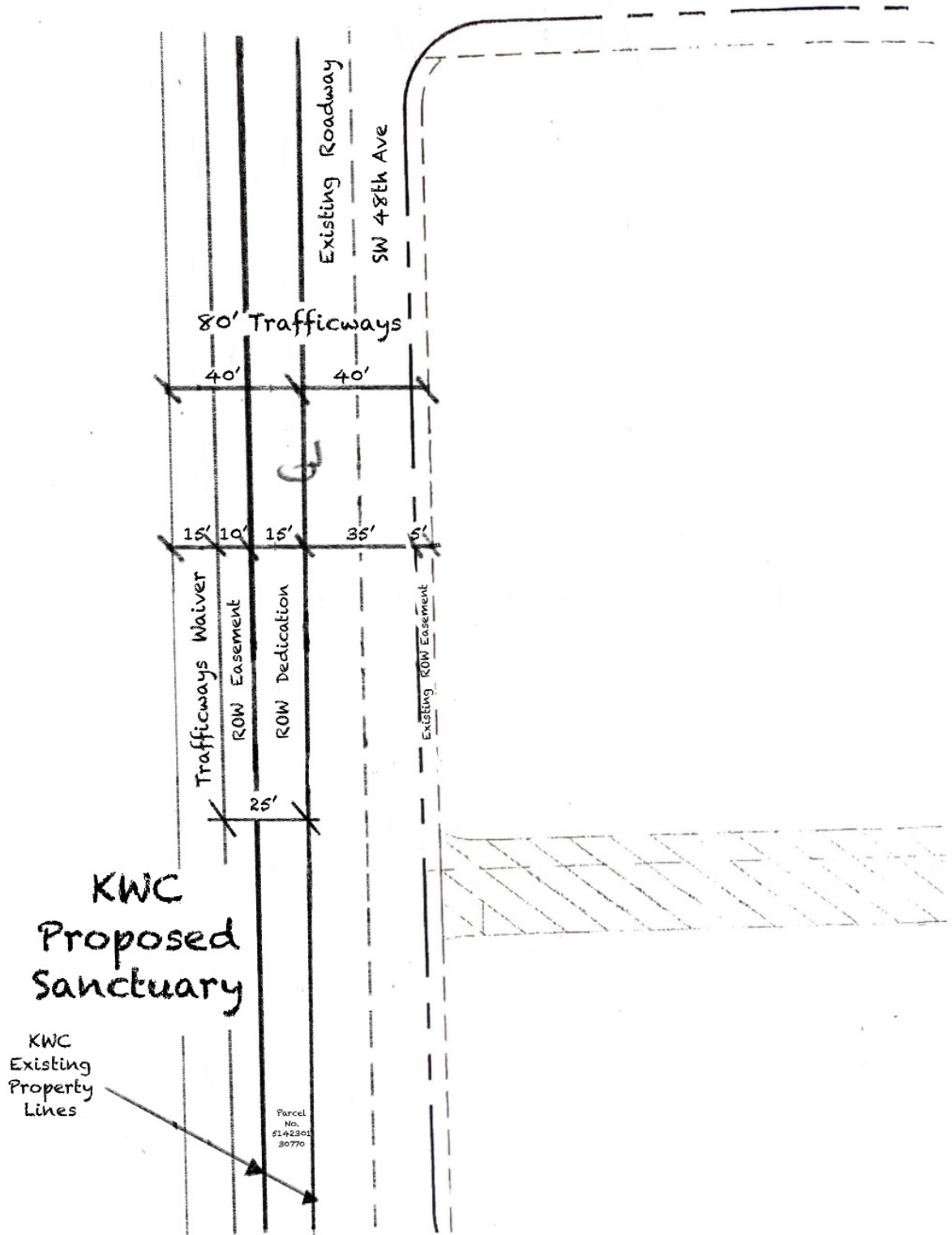
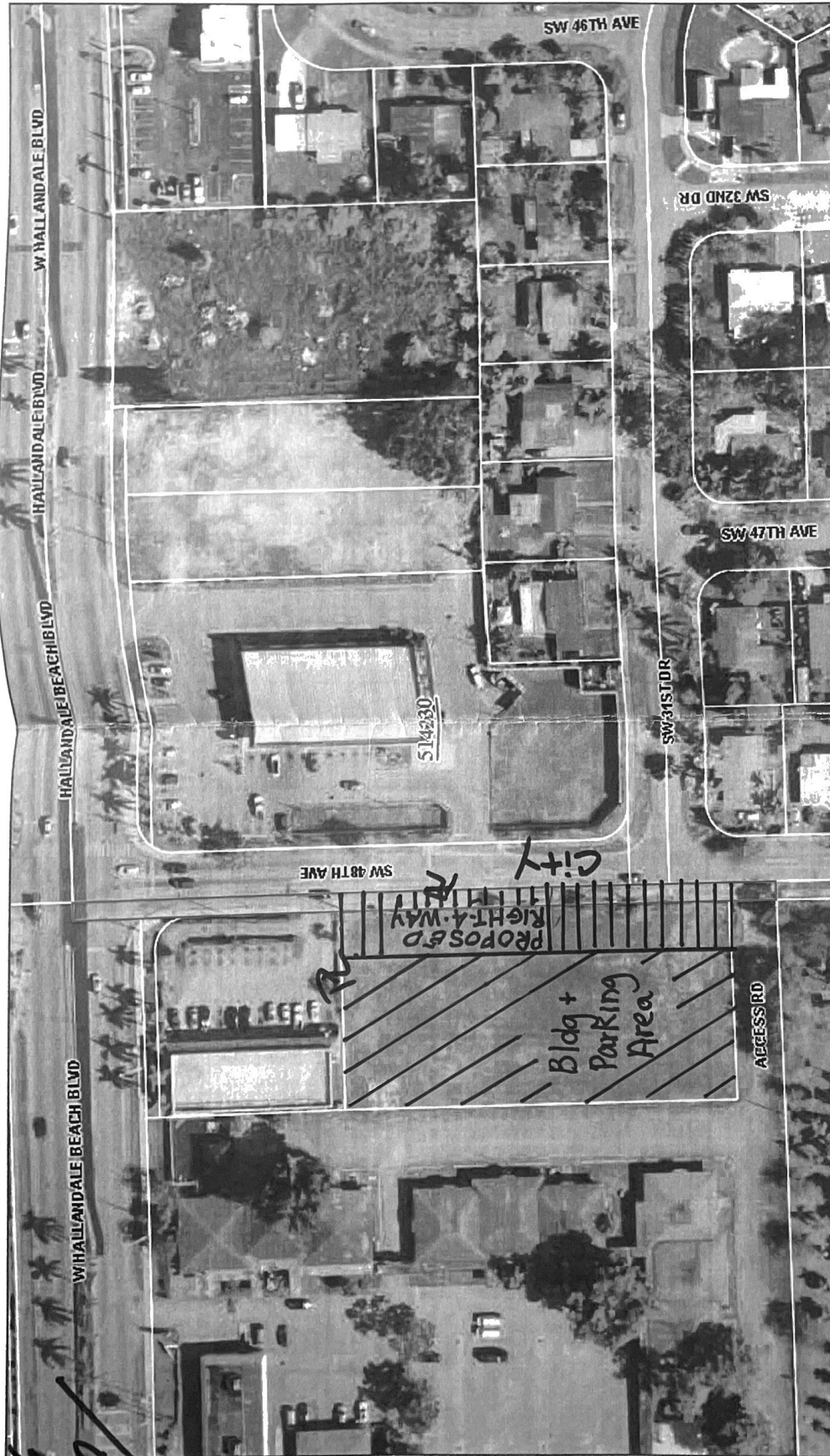


Exhibit "C-1"

Property Id: 514230130770

**Please see map disclaimer



July 24, 2019

Site SQ. FT: 45,000 SF
Buildable Area: 32,200 SF
Site Impacted by City: 28%

Exhibit "C-2"

Flight Date: Jan. 2 to Jan. 29, 2019 Broward County Property Appraiser

536.09'



FLOOD INSURANCE RATE MAP (FIRM) INFORMATION:

COMMUNITY NUMBER: 120052
PANEL NUMBER: 0727
SUFFIX: H
PANEL REVISED DATE: 08/18/2014
FLOOD ZONE: X

CERTIFIED TO:
TD BANK, N.A., ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTERESTS MAY
APPEAR, KOINOWIA WORSHIP CENTER & VILLAGE, INC.; QUALIFIED TITLE
SERVICES, L.L.C.; OLD REPUBLIC NATIONAL INSURANCE COMPANY.

NOTES: 1. LEGAL DESCRIPTION PROVIDED BY THIS SURVEY DOES NOT DETERMINE OR IMPLY PROPERTY OWNERSHIP.

2. THE LANDS SHOWN HEREIN ARE SUBJECT TO RESTRICTIONS OF PLAT OF RECORD. THERE MAY BE OTHER PLATS OF RECORD AFFECTING THIS SURVEY.

3. BOUNDARY DISTANCES AND DIRECTIONS ARE RELATED AND MEASURED UNLESS OTHERWISE SHOWN.

4. ELEVATIONS, IF SHOWN, ARE REFERRED TO NAVD 1929.

5. UNDERGROUND IMPROVEMENTS AND UTILITIES ARE NOT LOCATED ON THIS SURVEY MAP.

6. FENCE OWNERSHIP IS NOT DETERMINED. ADJACENT CLEARANCES AND/OR ENCROACHMENTS ARE NOT SHOWN.

7. NO IDENTIFICATION CAPS FOUND ON PROPERTY CORNERS, UNLESS OTHERWISE NOTED.

8. THE SCALE, AS SHOWN, IS THE INTENDED PLOTTING SCALE OF THIS MAP.

9. THIS SURVEY IS EXCLUSIVELY FOR THE USE OF THE PARTIES TO WHOM IT IS CERTIFIED.

10. THIS SURVEY MAP AND THE CORNER THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF THE SURVEYOR.

11. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

ODALYS C BELLO-IZNAGA
PROFESSIONAL SURVEYOR & MAPPER NO. 6169
STATE OF FLORIDA
FIELD WORK DATE 12/18/2015
COMPLETION DATE 12/23/2015
SURVEY REVISED 01/15/2016



BELLO & BELLO
LAND SURVEYING CORPORATION
LB No. 7262
WWW.BELLOLANDSURVEYING.COM
12230 S.W. 131 AVENUE, SUITE 201

PH: (305) 251-9606 FAX: (305) 251-6057

SURVEY No. 15769

[illegible]

Exhibit "C-3"

MAXAM UNION, LLC
ROBIN MAXAM, CSI

MECH/ELEC
PROJECT
CLASSIC, LLC
FARID ABUGATTAS, P.E.
STRUCTURAL

**HOLLAND
ENGINEERS**
SUSAN HOLLAND, P.E.
CIVIL

LLOYD A. MYERS, AIA

KOINONIA WORSHIP CENTER
SANCUARY
4900 W. HALLANDALE BEACH BLVD.
PEMBROKE PARK, FLORIDA 33023

Worship Center & Village
VINOIA

CONSTRUCTION DOCUMENTS-25%

NO.	DATE	COMMENTS
REVISIONS		
DATE: 06 DEC 2019		

DRAWN BY:	
REVIEWED BY:	L.A.M.
SCALE:	as noted
DRAWING TITLE	

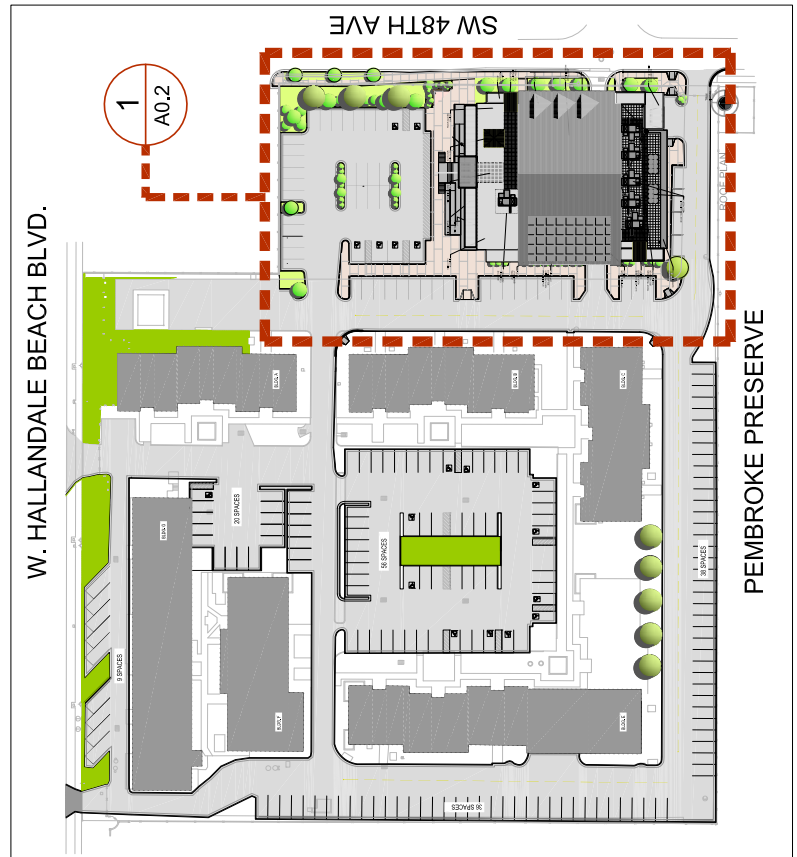
ARCHITECTURAL
SITE PLAN

A0.2

Exhibit "D"

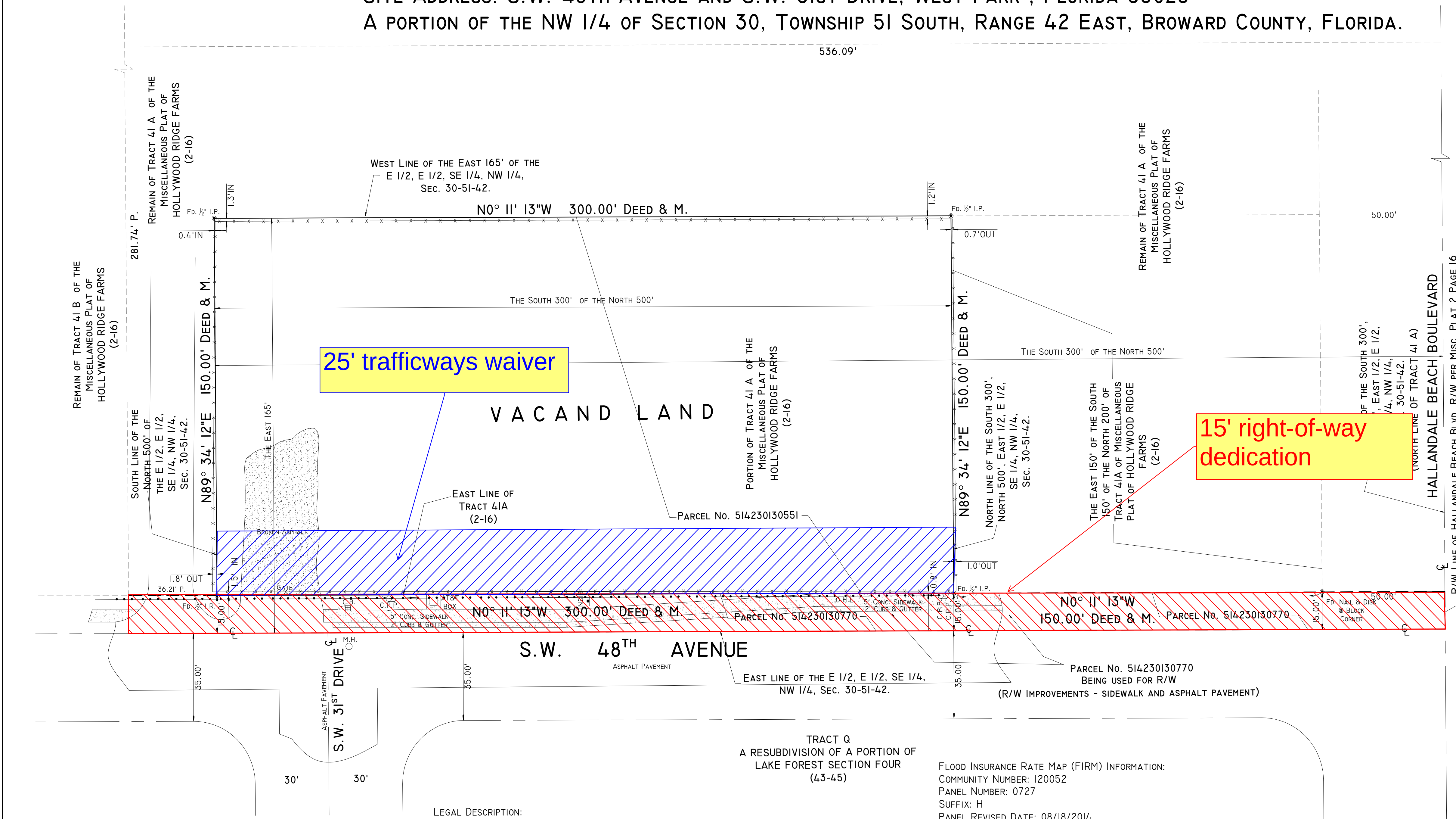
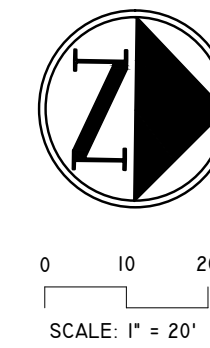


1 SITE PLAN - ARCHITECTURAL
A0.2
1/16"=1'-0"



MAP OF BOUNDARY SURVEY

SITE ADDRESS: S.W. 48TH AVENUE AND S.W. 31ST DRIVE, WEST PARK , FLORIDA 33023
A PORTION OF THE NW 1/4 OF SECTION 30, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.



LEGEND & ABBREVIATIONS		
	C = CONCRETE	B.C. = BLOCK CORNER
	C.B.W. = CONCRETE BLOCK WALL	P = PROPERTY LINE
	W.D. = WOOD DECK	C = CENTER LINE
	C.A. = COVERED AREA	R.M. = MONUMENT LINE
	A = ASPHALT	C.A.C. = CALCULATED
	CLF = CHAIN LINK FENCE (CLF)	M = FIELD MEASURED
	WF = WOOD FENCE (WF)	P = PER PLAT
	IF = IRON FENCE (IF)	TYP. = TYPICAL
A = ARC DISTANCE		P.R.M. = PERMANENT
L = LENGTH		R.M. = REFERENCE MONUMENT
A = CENTRAL ANGLE / DELTA		P.C.P. = PERMANENT CONTROL
R = RADIUS		POINT
T = TANGENT		FD. NAIL = FOUND NAIL
P.T. = POINT OF TANGENCY		FD. D/H = FOUND DRILL HOLE
P.C. = POINT OF CURVATURE		FD. 1/2" I.P. = FOUND IRON PIPE
P.O.B. = POINT OF BEGINNING		1/2" DIAMETER
T.B.M. = TEMPORARY BENCH MARK		C.M. = CONCRETE MONUMENT
P.O.B. = POINT OF BEGINNING		FD. I.R. = FOUND IRON REBAR
T.B.M. = TEMPORARY BENCH MARK		FD. P.K. NAIL = FOUND
		PARKER-KALON NAIL
		P.S.M. = PROFESSIONAL
		SURVEYOR AND MAPPER
		A/C = AIR CONDITIONER PAD
		T.F. = TRANSFORMER
		P.P. = POWER POLE
		D.H.E. = DRAINAGE &
		MAINTENANCE EASEMENT
		U.E. = UTILITY EASEMENT
		A.E. = ANCHOR EASEMENT
		D.E. = DRAINAGE EASEMENT
		ENCR. = ENCROACHMENT
		F.F. ELEV. = FINISHED FLOOR
		ELEVATION
		N.T.S. = NOT TO SCALE
		P.B. = PLAT BOOK
		D.R.B. = OFFICIAL RECORD
		BOOK
		M.H. = MAN HOLE
		C.B.S. = CONCRETE BLOCK
		STRUCTURE
		BLDG. = BUILDING
		O.H.L. = OVERHEAD UTILITY
		LINE
		TEL. = TELEPHONE FACILITIES
		C.B. = CATCH BASIN
		R/W = RIGHT OF WAY
		ELEV. = ELEVATION
		SEC. = SECTION
		TWS. = TOWNSHIP
		RG. = RANGE
		SW. = SIDEWALK
		E. = EXISTING ELEVATION

LEGAL DESCRIPTION:
PARCEL No. 514230130551
THE EAST 165 FEET OF THE SOUTH 300 FEET OF THE NORTH 500 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, LESS THE EAST 15 FEET THEREOF, OF SECTION 30, TOWNSHIP 51 SOUTH, RANGE 42 EAST OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
ALSO DESCRIBED AS FOLLOWS:
THE EAST 150 FEET OF THE SOUTH 300 FEET OF THE NORTH 500 FEET OF TRACT 41 A OF THE MISCELLANEOUS PLAT OF HOLLYWOOD RIDGE FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL No. 514230130770
A 15 (FIFTEEN) FEET STRIP OF LAND LYING EAST OF AND IMMEDIATELY ADJACENT TO TRACT 41 A OF THE MISCELLANEOUS PLAT OF HOLLYWOOD RIDGE FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 16, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

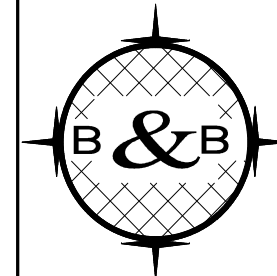
FLOOD INSURANCE RATE MAP (FIRM) INFORMATION:
COMMUNITY NUMBER: 120052
PANEL NUMBER: 0727
SUFFIX: H
PANEL REVISED DATE: 08/18/2014
FLOOD ZONE: X

CERTIFIED TO:
TD BANK, N.A., ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTERESTS MAY APPEAR; KOINONIA WORSHIP CENTER & VILLAGE, INC.; QUALIFIED TITLE SERVICES, L.L.C.; OLD REPUBLIC NATIONAL INSURANCE COMPANY.

- NOTES:
- 1.- LEGAL DESCRIPTION PROVIDED BY OTHERS. THIS SURVEY DOES NOT DETERMINE OR IMPLY PROPERTY OWNERSHIP.
 - 2.- THE LANDS SHOWN HEREIN ARE SUBJECT TO RESTRICTIONS OF PLAT OF RECORD. THERE MAY BE ADDITIONAL RESTRICTIONS THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
 - 3.- BOUNDARY DISTANCES AND DIRECTIONS ARE PLATTED AND MEASURED UNLESS OTHERWISE SHOWN.
 - 4.- ELEVATIONS, IF SHOWN, ARE REFERRED TO NGVD 1929.
 - 5.- UNDERGROUND IMPROVEMENTS AND UTILITIES ARE NOT LOCATED ON THIS SURVEY MAP.
 - 6.- FENCE OWNERSHIP NOT DETERMINED. APPARENT CLEARANCES AND/OR ENCROACHMENTS ARE NOTED BY VISUAL MEANS ONLY.
 - 7.- NO IDENTIFICATION CAPS FOUND ON PROPERTY CORNERS, UNLESS OTHERWISE NOTED.
 - 8.- THE SCALE, AS SHOWN IS THE INTENDED PLOTTING SCALE OF THIS MAP.
 - 9.- THIS SURVEY IS EXCLUSIVELY FOR THE USE OF THE PARTIES TO WHOM IT IS CERTIFIED.
 - 10.- THIS SURVEY MAP AND THE COPIES THEREOF, ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 - 11.- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY OF THE HEREON DESCRIBED PROPERTY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION AND SAID SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 53-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ODALYS C. BELLO-IZNAGA
PROFESSIONAL SURVEYOR & MAPPER No. 6169
STATE OF FLORIDA
FIELD WORK DATE: 12/18/2015
COMPLETION DATE: 12/23/2015
SURVEY REVISED: 01/15/2016



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MIAMI, FLORIDA 33186
PH: (305) 251-9606 FAX: (305) 251-6057

SURVEY No. 15769

Exhibit "C-3"

BROWARD COUNTY TRAFFICWAYS PLAN

LEGEND

Classification Symbol R/W

Limited Access/
Controlled

Arterial

Collector

One-Way Pair

Irregular
Designation

Context Sensitive
Corridor

325'

200'

144'

120'

110'

106'

100'

94'

80'

70'

54'

42'

0.0'

Subject to Specific Plans

AREA PLANNING BOARD Adoption Dates

North: 10/9/62

Southeast: 11/7/63

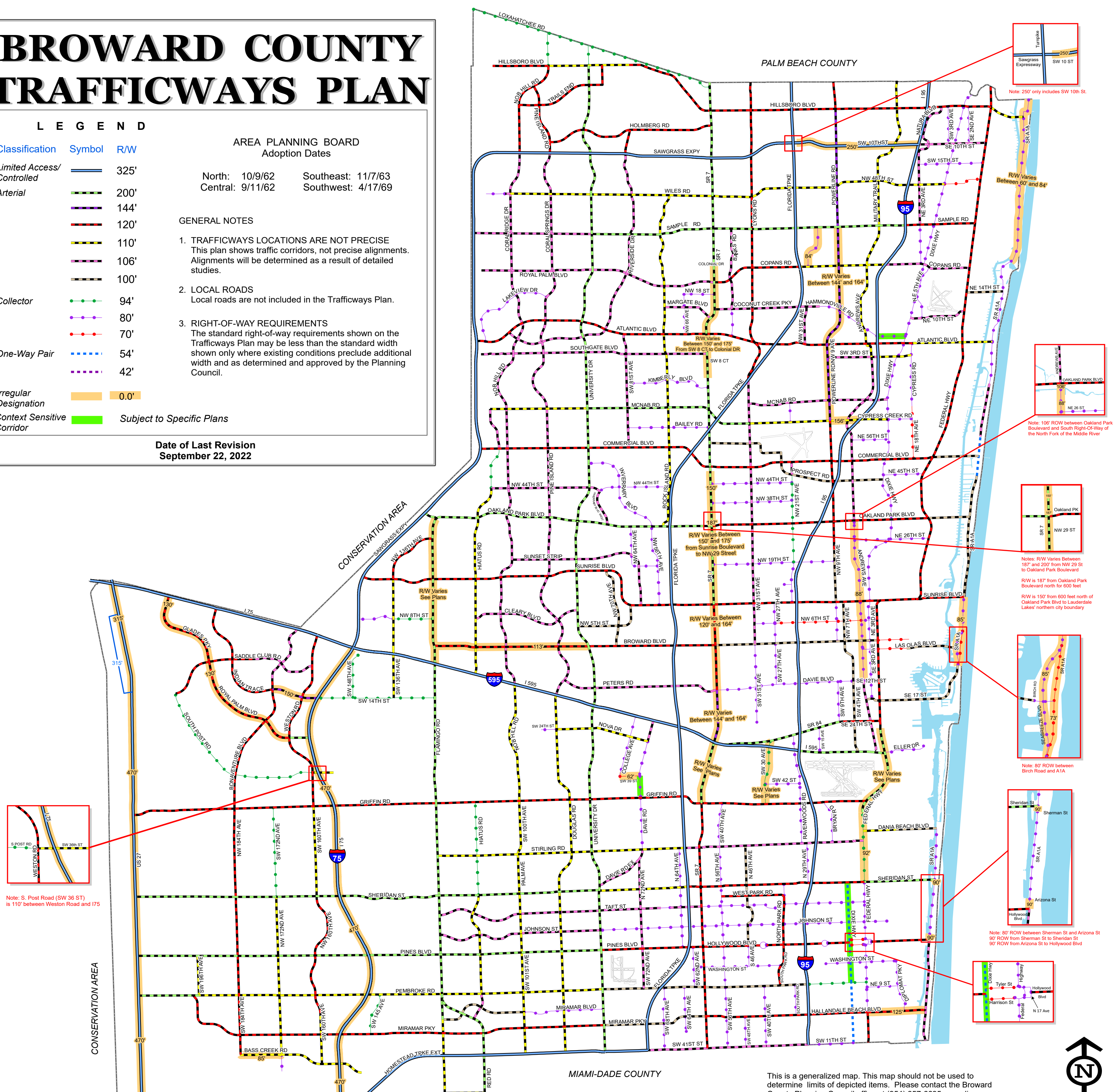
Central: 9/11/62

Southwest: 4/17/69

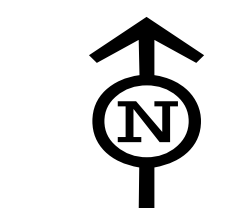
GENERAL NOTES

1. TRAFFICWAYS LOCATIONS ARE NOT PRECISE
This plan shows traffic corridors, not precise alignments.
Alignments will be determined as a result of detailed studies.
2. LOCAL ROADS
Local roads are not included in the Trafficways Plan.
3. RIGHT-OF-WAY REQUIREMENTS
The standard right-of-way requirements shown on the
Trafficways Plan may be less than the standard width
shown only where existing conditions preclude additional
width and as determined and approved by the Planning
Council.

Date of Last Revision
September 22, 2022



This is a generalized map. This map should not be used to determine limits of depicted items. Please contact the Broward County Planning Council office at (954) 357-6695 regarding questions pertaining to alignments or limits.



Not to Scale
For Informational
Purposes Only

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



December xx, 2023

Barbara Blake Boy, Executive Director
Broward County Planning Council
115 S. Andrews Avenue - #307
Fort Lauderdale, FL 33301

**Re: Town of Pembroke Park – Case No. 23-TW-01
4900 West Hallandale Beach Blvd. – Koinonia Worship Center
No Objection Letter to Trafficways Waiver**

Dear Ms. Blake Boy:

The Mayor and Town Commission have authorized me to prepare this letter. Based on the above referenced application for a trafficways waiver and based on the proposed expansion of the existing worship center, the Town of Pembroke Park has reviewed the trafficway right-of-way requirement for a forty (40) foot dedication of right-of-way from that property based on the 80-foot collector designation. After consideration of the applicant's request, proposed improvements to the property, justification statement and the impact of a full forty (40) foot dedication, the Town and the property owner have agreed on a fifteen (15) foot dedication of right-of-way and a ten (10) foot right-of-way easement in lieu of the forty (40) foot required dedication.

Therefore, the Town has no objection to the trafficways waiver reducing the required right-of-way dedication from forty (40) feet to fifteen (15) feet with an additional ten (10) foot easement. If you have questions regarding this notice, you may contact Mike Vonder Meulen, Consultant Town Planner at mvondermeulen@Keithteam.com or 954-788-3400.

Respectfully,

Aleem Ghany
Interim Manager

cc: Gisla Bush, Koinonia Worship Center

W Hallandale Beach Blvd

WEST HAL

LENGTH=39.16
RADIUS=25.00
DELTA=89°45'25"

HBB

PROPOSED 10' UTILITY
EASEMENT

N 89°34'12" E 179.40'

PROPOSED 10' RIGHT-OF-WAY
DEDICATION (WEST HALLANDALE
BEACH BLVD.)

CROSS ACCESS EASEMENT

*Sunny
Lunsley*

ROW Easement
Dedication 1957

PARCEL A

4790 HALLANDALE BEACH BOULEVARD

*Dollar
General*

10' 15' 15' 40'

SOUTHWEST 48th AVENUE

40' 1/2 880'

N 00°11'3 W 325.00'

PROPOSED 10' UTILITY
EASEMENT

EXISTING PROPERTY LINE

PROPOSED 5' RIGHT-OF-WAY
EASEMENT (SW 48th AVE.)

PROPOSED DRIVEWAY

Hollywood Ridge Farms Row

SW 48 Ave.

KWC - Proposed
Sanctuary

EXISTING 25' EASEMENT AND PROPOSED 10' EASEMENT
AS PER OFFICIAL RECORDS BOOK 8816, PAGE 604
AND OFFICIAL RECORDS BOOK 8816, PAGE 605

S 89

S 37°25'48" E 104'

LENGTH=39.38
RADIUS=25.00
DELTA=90°14'35"

Exhibit "C-1"

W Hallandale Beach Blvd

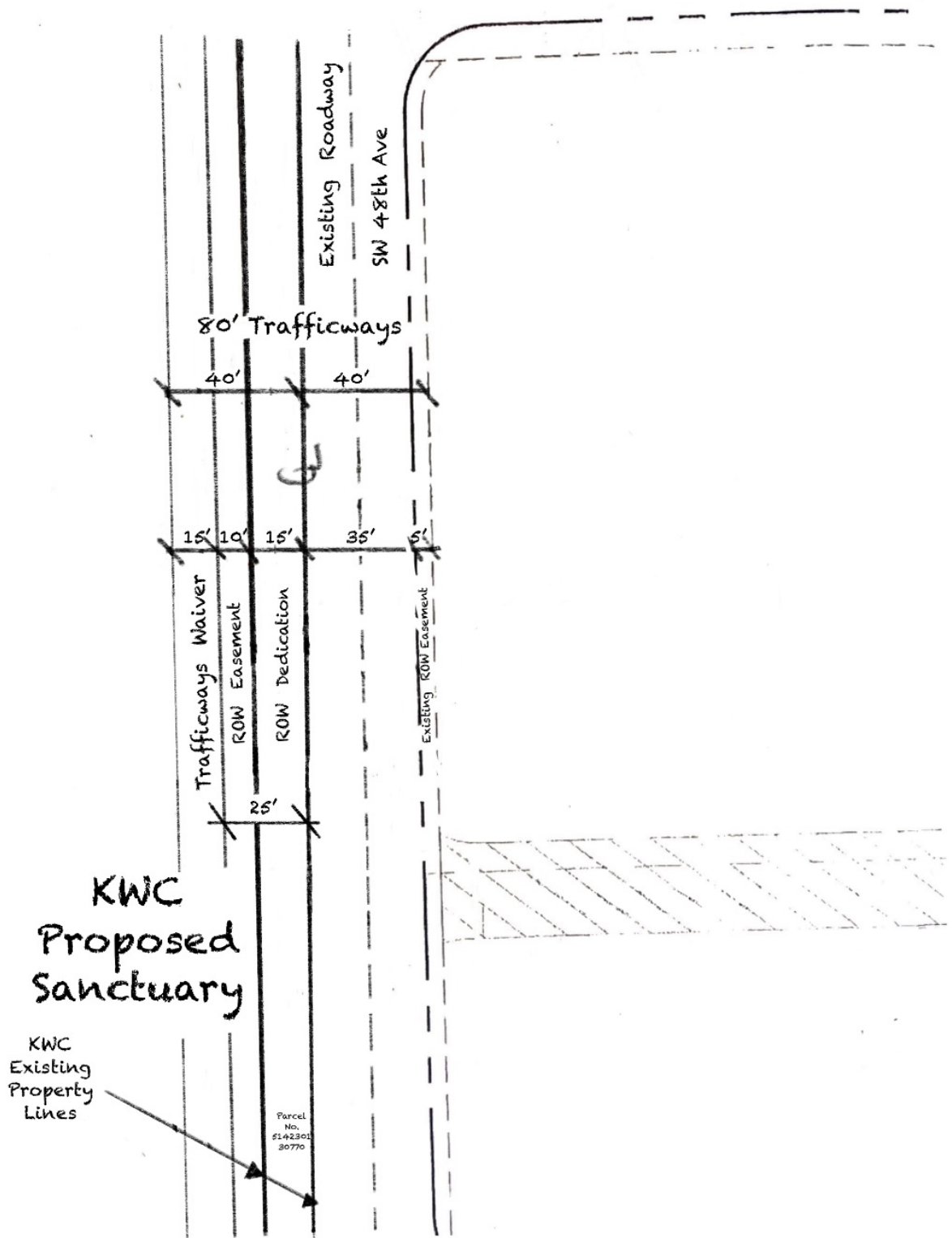


Exhibit "C-1"

Town of Pembroke Park

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November 15, 2023

Lynne Cramer, Grant Specialist B: FCCM
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road, R
Tallahassee, Florida 32308

RE: Request for Rescission of JAG Award 3B175

Dear Ms. Cramer:

Pursuant to your email request, I am providing you with the required statement requesting rescission of the JAG Award grant (3B175) in the amount of \$102,772.00. At the time of notification of the award, the Town of Pembroke Park was without a Police Chief and unable to fulfill the purchasing process within the award's designated timeframe.

This is very disappointing, as our fiscal needs remain vital to the survival of our police department. We have secured a full time Police Chief who is adapting and managing the backlog of administrative tasks. Please look to a more effusive response from our Police Chief and the Town of Pembroke Park in the future.

I assure you that the Town of Pembroke Park will remain a good steward of our current grants and look forward to future fiscal opportunities administered by the FL Department of Law Enforcement. I thank you and please do not hesitate to contact me with any additional concerns.

Respectfully,

DocuSigned by:


1584F10B12864E7...
The Honorable Ashira A. Mohammed, Mayor
Town of Pembroke Park

AGENDA ITEM REPORT



To: Commission
Subject: Noise Ordinance enforcement
Meeting:
Department: Administrative
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

A number of complaints have been submitted and the Police Department does not have the equipment to measure decimal sound levels or ticket book. Attached is the current noise ordinance, code enforcement jurisdiction/process and petition.

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Review the current ordinance and update enforcement by Code and Police.

ATTACHMENTS:

[NOISE Ordinance](#)

[Noise Petition](#)

[City of Fort Lauderdale Chapter 17 NOISE CONTROL](#)

	Status:
Jacobs Horowitz, Interim Town Attorney	Approved - Dec 07 2023
Aleem Ghany, Public Services Director	Approved - Dec 08 2023
Marlen Martell, Town Clerk	Approved - Dec 08 2023

Chapter 7 CODE ENFORCEMENT¹

¹Cross reference(s)—Administration, Ch. 2; limitation on proximity of licensed alcoholic beverage businesses, § 3-4; limitation of proximity of alcoholic beverage businesses to churches and school, § 3-5; noise restrictions on alcoholic beverage establishments, § 3-6; location of establishments permitting performances restricted, § 3-22; animals, Ch. 4; sanitary nuisances enumerated, § 4-9; buildings and building regulations, Ch. 5; address numbers on nonresidential buildings, § 5-1; registration of certain property managers required, § 5-3; cable television systems, Ch. 6; fire prevention and protection, Ch. 9; flood prevention and protection, Ch. 10; garbage and refuse, Ch. 11; enforcement of garbage and refuse violations, § 11-35; health and sanitation, Ch. 12; junked, wrecked, abandoned property, Ch. 13; licenses and business regulations, Ch. 15; enforcement of the license fee chapter by the code enforcement officer, § 15-16; mobile homes, recreational vehicles and parks, Ch. 16; noise, Ch. 17; parks and recreation, Ch. 18; planning and development, Ch. 20; signs and advertising, Ch. 21; streets, sidewalks and other public places, Ch. 22; subdivisions, Ch. 23; utilities, Ch. 26; vegetation, Ch. 27; zoning, Ch. 28.

State law reference(s)—Code enforcement, F.S. Ch. 162.

PART II - CODE OF ORDINANCES
Chapter 7 - CODE ENFORCEMENT
ARTICLE I. IN GENERAL

ARTICLE I. IN GENERAL

Sec. 7-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Board means the Town of Pembroke Park Code Enforcement Board.

Code Inspector means those employees or other agents of the Town duly authorized and appointed by the Town Commission, whose duty it is to enforce Town ordinances and/or codes.

Codes and/or ordinances, which words may be used interchangeably, mean the ordinances of the Town, as described in section 7-3.

Notice(s) or notify, as used in this chapter, shall have the meaning set forth in F.S. § 162.12.

Repeat violation means a violation of a provision of the Town of Pembroke Park Code of Ordinances by a person whom the Code Enforcement Board has previously found to have violated the same provision within five (5) years prior to the violation.

Violator means the person responsible for the ordinance and/or code violation, which in the appropriate circumstances shall be the perpetrator of the violation or the owner of the real property upon which the violation occurred, or both.

(Ord. No. 81-1-1, § 4, 1-15-81; Ord. No. 95-12-1, § 1, 12-13-95; Ord. No. 2021-001 , § 1, 2-10-21)

Cross reference(s)—Definitions and rules of construction generally, § 1-2.

Sec. 7-2. Intent; incorporation by reference.

It is the intent of this chapter to promote, protect and improve the health, safety and welfare of the citizens of Pembroke Park through the equitable, expeditious, efficient and effective enforcement of the codes, ordinances, rules and regulations of the town, Broward County, State of Florida, the Florida Building Code, any Town fire, electrical, environmental, land development and zoning codes, ordinances, rules and regulations and any other statutes, codes, ordinances, rules and regulations that are the subject to enforcement by the town. Any civil penalty prescribed, assessed, or collected pursuant to this article shall not limit any other remedies that the city may have by law or in equity.

The Town of Pembroke Park, by this section, hereby adopts a code enforcement system, which shall provide for the Code Enforcement Board and, concurrently, a Special Magistrate with authority to hold hearings and assess fines against violators of the Town Code, and/ or the supplemental code enforcement procedures authorized by F.S. §§ 162.21 et seq. The Town, by this chapter, hereby implements the procedures set forth in F.S. Chapter 162, as amended, in its entirety.

(Ord. No. 81-1-1, § 2, 1-15-81; Ord. No. 2021-001 , § 1, 2-10-21)

Sec. 7-3. Jurisdiction.

The Code Enforcement Board and the Special Magistrate shall have concurrent jurisdiction to hear and decide cases involving alleged code enforcement and related violations within the Town of Pembroke Park.

(Ord. No. 81-1-1, § 3, 1-15-81; Ord. No. 2021-001, § 1, 2-10-21)

State law reference(s)—Code enforcement, F.S. § 162.01 et seq.

Sec. 7-4. Duties of Town Attorney.

The Town Attorney shall present the Town's case at hearings; and shall have prosecutorial discretion, including but not limited to the right to negotiate a plea with a violator and present that plea to the Code Enforcement Board for approval, to recommend the disposition of a case to the Board, and to decline to prosecute a case, similar to the discretion exercised by the State Attorney in criminal cases.

(Ord. No. 81-1-1, § 12, 1-15-81; Ord. No. 90-8-1, § 1, 8-8-90; Ord. No. 2021-001, § 1, 2-10-21)

Sec. 7-5. Code Inspectors to initiate proceedings.

- (a) Code Inspectors shall have the authority to initiate enforcement action of the Code and present and prosecute cases before the Code Enforcement Board or Special Magistrate. No Board member or Special Magistrate shall have the power to initiate such proceedings.
- (b) Except as provided herein, if a violation of the codes is found, the Code Inspector shall notify the violator and give the alleged violator a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the town shall schedule a hearing, and written notice of such hearing shall be provided to said violator. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the Code Inspector, the case may be presented to the Enforcement Board or Special Magistrate even if the violation has been corrected prior to the hearing, and the notice shall so state.
- (c) If a repeat violation is found, the Code Inspector shall notify the violator, but is not required to give the violator a reasonable time to correct the violation. The Code Inspector, upon notifying the violator of a repeat violation, shall request a hearing and notice shall be provided to the violator. A repeat violation shall have the same definition as provided in F.S. § 162.04, as amended.
- (d) If the Code Inspector has reason to believe a violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the Code Inspector shall make a reasonable effort to notify the violator and may request a hearing.
- (e) If the violation arose under the fire code of the Town, the Code Inspector or the Chief of the Fire Department may, at his option, either proceed under this chapter or pursuant to the authority and procedures set forth in the fire code of the Town. Nothing in this chapter shall be construed or applied to limit the authority of the Chief of the Fire Department or of any Fire Marshal or any Fire Inspector to proceed pursuant to the fire code of the Town.

(Ord. No. 81-1-1, § 13, 1-15-81; Ord. No. 90-8-1, § 2, 8-8-90; Ord. No. 2021-001, § 1, 2-10-21)

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Sec. 7-6. Conduct of hearing.

- (a) Minutes shall be kept of all hearings of the Board, and all hearings and proceedings shall be open to the public. The Town Commission shall provide clerical, Code Enforcement Officers, and administrative personnel as may be reasonably required by the Board or the Special Magistrate.
- (b) Each case shall be presented by the Town Attorney, Code Inspector, or by a member of the administrative staff of the Town. If the Town prevails in prosecuting a case, it shall be entitled to recover all costs incurred from prosecuting the case.
- (c) All testimony shall be under oath and shall be recorded. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.
- (d) No Board member or Special Magistrate shall act in any case in which that member has a conflict of interest.
- (e) All relevant evidence shall be admitted if it is the type of evidence upon which reasonable and responsible persons would normally rely in the conduct of business affairs, regardless of the existence of any common law or statutory rule which might make such evidence inadmissible over objections in other types of legal proceedings.
- (f) Hearsay evidence may be accepted for the purpose of supplementing or explaining any direct evidence, but such hearsay evidence shall not in and of itself alone be considered sufficient to support a finding or decision unless the evidence would be admissible over objections in a civil or quasi judicial action as determined by the Board or the Magistrate.
- (g) Each party to the hearing shall have the right to:
 - (1) Call and examine witnesses;
 - (2) Introduce exhibits;
 - (3) Cross-examine opposing witnesses;
 - (4) Impeach witnesses;
 - (5) Rebut evidence.
- (h) The alleged violator has the right to be represented by an attorney at the hearing.
- (i) The Board or Special Magistrate shall issue findings of fact and conclusions of law, based upon a preponderance of the evidence presented at hearing, and shall issue a written order affording the proper relief consistent with the powers granted herein. For the Board, findings shall be by a motion approved by a majority of those members present and voting, except that at least four (4) members of the Board must vote in order for the action to be official. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed and, under conditions specified in section 7-8, the cost of repairs may be included along with the fine if the order is not complied with by said date. A certified copy of such order may be recorded in the Public Records of Broward County and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the Public Records pursuant to this subsection and the order is complied with by the date specified in the order, the Board shall issue an order acknowledging compliance that shall be recorded in the Public Records. A hearing is not required to issue such an order acknowledging compliance.

(Ord. No. 95-12-1, § 2, 12-13-95; Ord. No. 2021-001 , § 1, 2-10-21)

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Sec. 7-7. Powers of Board and the Special Magistrate.

The Board and the Special Magistrate shall have the power to:

- (a) Adopt rules for the conduct of its hearings;
- (b) Subpoena alleged violators, witnesses, and evidence to be present at the relevant hearing(s) (subpoenas may be served by the Sheriff of Broward County);
- (c) Take testimony under oath, including without limitation direct examination of any witnesses; and
- (d) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

(Ord. No. 81-1-1, § 15, 1-15-81; Ord. No. 82-8-1, § 3, 8-11-82; Ord. No. 90-8-1, § 4, 8-8-90; Ord. No. 95-12-1, § 3, 12-13-95; Ord. No. 2021-001, § 1, 2-10-21)

Sec. 7-8. Administrative fines; costs of repair; liens.

- (a) The Board or the Special Magistrate, upon notification by the Code Inspector that an order of the Board has not been complied with by the set time or upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set for compliance or, in case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation was found to have occurred by the Code Inspector. In addition, if the violation is a violation described in subsection 7-5(d), the Town Commission shall be notified, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable costs of the repair, along with the fine imposed pursuant to this section. If a finding of a violation or a repeat violation has been made as provided in this part, a hearing shall not be necessary for the issuance of the order imposing the fine.
- (b) (1) The fine imposed pursuant to this section shall not exceed two hundred fifty dollars (\$250.00) per day for a first violation and shall not exceed five hundred dollars (\$500.00) per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (a).
- (2) In determining the amount of the fine, if any, the following factors shall be considered:
 - a. The gravity of the violation;
 - b. Any actions taken by the violator to correct the action; and
 - c. Any previous violations committed by the violator.
- (3) The Board or Special Magistrate may reduce a fine imposed pursuant to this section.
- (c) A certified copy of an order imposing a fine may be recorded in the Public Records of Broward County, Florida, and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as court judgement by the sheriffs of this State, including levy against the personal property, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the Town Commission, and the Town Commission may execute a satisfaction or release of lien entered pursuant to this section. After three (3) months from the filing of any such lien which remains unpaid, the Board may

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authorize the Town Attorney to foreclose on the lien. No lien created pursuant to the provisions of this part may be foreclosed on real property which is homestead under Section 4, Article X of the State Constitution.

(Ord. No. 81-1-1, § 17, 1-15-81; Ord. No. 82-8-1, § 4, 8-11-82; Ord. No. 95-12-1, §4, 12-13-95; Ord. No. 2021-001, § 1, 2-10-21)

Sec. 7-9. Duration of lien.

No lien provided under the Local Government Code Enforcement Boards Act or this chapter shall continue for a period longer than twenty (20) years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. In an action to foreclose on a lien, the prevailing party is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the foreclosure. The Town Commission shall be entitled to collect all costs incurred recording and satisfying a valid lien. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

(Ord. No. 81-1-1, § 17, 1-15-81; Ord. No. 90-8-1, § 5, 8-8-90; Ord. No. 95-12-1, § 5, 12-13-95; Ord. No. 2021-001, § 1, 2-10-21)

Sec. 7-10. Findings of Board; enforcement order; appeals.

- (a) Every enforcement order shall be filed in the Office of the Clerk-Commissioner of the Town. A copy of the signed order shall be sent by certified mail, return receipt requested, to the violator and property owner.
- (b) All Town employees shall take action as necessary in accordance with the decisions of the Board or the Special Magistrate.
- (c) An aggrieved party, including the Town Commission, may appeal a final order of the Board to the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida. Such an appeal shall not be a hearing de novo but shall be limited to an appellate review of the record created before the Board or the Special Magistrate. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

(Ord. No. 81-1-1, § 18, 1-15-81; Ord. No. 82-8-1, § 5, 8-11-82; Ord. No. 95-12-1, § 6, 12-13-95; Ord. No. 2021-001, § 1, 2-10-21)

Sec. 7-11. Notices.

All notices required by this chapter shall be provided to the alleged violator by certified mail, return receipt requested; by hand delivery by the Sheriff or other law enforcement officer, Code Inspector or other persons designated by the Town Commission; or by leaving the notice at the violator's usual place of residence with any person residing therein who is above fifteen (15) years of age and informing such person of the contents of the notice.

(Ord. No. 81-1-1, § 19, 1-15-81; Ord. No. 90-8-1, § 6, 8-8-90; Ord. No. 95-12-1, § 7, 12-13-95)

Sec. 7-12. Additional remedies.

The provisions and procedures contained in this chapter shall be in addition and supplemental to any other remedies now existing or subsequently provided for by law, regarding violations of municipal ordinances.

(Supp. No. 39)

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(Ord. No. 81-1-1, § 20, 1-15-81)

Secs. 7-13—7-25. Reserved.

ARTICLE II. CODE ENFORCEMENT HEARINGS²

²Editor's note(s)—Ordinance No 2021-001, § 1, adopted February 10, 2021, renamed article II. Formerly, article II pertained to Code Enforcement Board.

(Supp. No. 39)

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Sec. 7-26. Created.

There is hereby created a Board to be known as the Pembroke Park Code Enforcement Board.

(Ord. No. 81-1-1, § 1, 1-15-81)

Sec. 7-27. Membership.

- (a) *Appointment.* The Code Enforcement Board shall be composed of seven (7) members appointed by the Town Commission.
- (b) *Qualifications.* Appointments shall be made on the basis of experience or interest in the field of zoning and building control. The membership of the Board shall whenever possible include an architect, a businessman, an engineer, a general contractor, a subcontractor and a realtor.
- (c) *Residency.* Each member of the Board shall be a resident of the Town.
- (d) *Initial terms.* In order that the terms of office of all members of the Board will not expire at the same time, the initial appointments to the Board shall be as follows:
 - (1) Two (2) members shall be appointed for a term of three (3) years.
 - (2) Thereafter, all appointments shall be made by the Town Commission for a term of three (3) years.
- (e) *Reappointment; vacancies.* A member may be reappointed for successive terms without limitation by the Town Commission. Appointments to fill any vacancy to the Board shall be for the remainder of the unexpired term of office.
- (f) *Removal.* If any Board member fails to attend two (2) of three (3) successive meetings without cause and without prior approval of the Chairman, the Board shall declare member's office vacant and the Town Commission shall promptly fill such vacancy. The members shall serve at the pleasure of the Town Commission and may be removed at any time by majority vote of the Town Commission.

(Ord. No. 81-1-1, § 5, 1-15-81; Ord. No. 81-5-1, § 1, 5-13-81; Ord. No. 82-8-1, § 1, 8-11-82; Ord. No. 90-9-1, § 1, 9-12-90)

Sec. 7-28. Officers.

- (a) The Code Enforcement officers shall consist of a Chairman, a Vice-Chairman and other such officers as the Board shall deem necessary.
- (b) Officers of the Board shall be elected by a majority vote of the membership at the Board's first meeting after their initial appointment, and annually thereafter.
- (c) A member of the Board may be elected to serve as an officer without restriction as to the number of terms served.

(Ord. No. 81-1-1, § 6, 1-15-81)

Sec. 7-29. Quorum.

Four (4) or more members of the Code Enforcement Board shall constitute a quorum.

(Ord. No. 81-1-1, § 7, 1-15-81)

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Sec. 7-30. Compensation.

Members of the Code Enforcement Board shall serve without compensation, but may be reimbursed for such travel, mileage and other per diem expenses as may be authorized by the Town Commission.

(Ord. No. 81-1-1, § 8, 1-15-81)

Sec. 7-31. Rules and regulations.

The Code Enforcement Board may adopt such rules and regulations as are not inconsistent with the provisions of this chapter or the "Local Government Code Enforcement Boards Act," which the Board finds necessary to carry out the provisions of this chapter, subject to approval of the Town Commission.

(Ord. No. 81-1-1, § 9, 1-15-81; Ord. No. 82-8-1, § 2, 8-11-82)

Sec. 7-32. Clerk.

The Town Commission shall appoint a Town employee to be the Code Enforcement Clerk, who shall perform the functions assigned to the clerk as set forth in this chapter.

(Ord. No. 81-1-1, § 10, 1-15-81; Ord. No. 2021-001, § 1, 2-10-21)

Sec. 7-33. Legal counsel.

The Town Commission shall appoint a member of The Florida Bar to represent and be counsel to the Code Enforcement Board and attend specified meetings of the Board. The legal counsel to the Board shall be compensated as provided for by the Town Commission.

(Ord. No. 81-1-1, § 11, 1-15-81)

Sec. 7-34. Special Magistrate qualifications.

Special Magistrates shall be members in good standing of the Florida Bar. Special Magistrates shall be authorized to hear and decide cases involving code violations in the same manner as the Board. The Town Attorney is authorized to hire and enter into a contract for services with qualified Special Magistrates as necessary.

(Ord. No. 2021-001, § 1, 2-10-21)

Secs. 7-35—7-49. Reserved.***ARTICLE III. CODE ENFORCEMENT CITATIONS*****Sec. 7-50. Authority and purpose.**

- (a) This article is adopted pursuant to Chapter 162, Part II, Florida Statutes, as a supplemental method of enforcing certain ordinances of the Town of Pembroke Park, and is enacted to protect the public health, welfare and safety of the citizens of the Town.

(Supp. No. 39)

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- (b) Nothing in this article shall be construed to prohibit the Town from enforcing its codes and ordinances by any other means including, but not limited to, a summons, a notice to appear in the County Court, an arrest, an action before the Code Enforcement Board or Special Magistrate, a civil action for injunctive relief, a stop work order, cease and desist, demolition, or other legal remedies as determined by the Town Attorney.

(Ord. No. 99-9-5, § 1, 9-8-99; Ord. No. 2021-001 , § 1, 2-10-21)

Sec. 7-51. Designation of code enforcement officers.

- (a) For the purpose of this article, the Town Commission hereby designates all code enforcement officers, building inspectors, sworn law enforcement officers and fire inspectors as "code enforcement officers" who shall have the powers and authority to enforce the ordinances of the Town as set forth in this article.
- (b) The training and qualifications of the code enforcement officers shall be established by Town Commission.
- (c) Except as to sworn law enforcement officers, designation as a code enforcement officer does not confer the power of arrest or other law enforcement powers nor subject the code enforcement officer to the provisions of Chapter 943, Florida Statutes.
- (d) Nothing in this article shall be construed to amend, alter, or contravene the provision of any retirement or pension plan or system administered by the Town.

(Ord. No. 99-9-5, § 1, 9-8-99)

Sec. 7-52. Citation authorization; violation as civil infraction; maximum civil penalty.

- (a) Any code enforcement officer, designated pursuant to section 7-51, is hereby authorized to issue a citation to a person when, based upon personal investigation, the code enforcement officer has reasonable cause to believe that the person has committed a violation of any ordinance.
- (b) An ordinance violation, for which a citation may be issued pursuant to this article, shall be deemed to be a civil infraction.
- (c) The maximum civil penalty for such a civil infraction shall not exceed two hundred fifty dollars (\$250.00) for the first violation of an ordinance provision and shall not exceed five hundred dollars (\$500.00) for the second and all subsequent violations of the same ordinance provision, plus all applicable costs of prosecution and court costs as determined by resolution of the Town Commission.
- (d) Each violation of a code or ordinance shall be a separate civil infraction. Each day such violation shall continue shall be deemed to constitute a separate civil infraction.

(Ord. No. 99-9-5, § 1, 9-8-99)

Sec. 7-53. Notice prior to citation issuance; exception.

- (a) Prior to issuing a citation, a code enforcement officer shall provide notice to the person that the person has committed a violation of an ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no more than thirty (30) days. If upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the time period, the code enforcement officer may issue a citation to the person who has committed the violation.
- (b) A code enforcement officer shall not be required to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if a repeat violation is

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found or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.

(Ord. No. 99-9-5, § 1, 9-8-99)

Sec. 7-54. Service of warning notice or citation.

- (a) Written warning notices, if applicable, and citations shall be provided to the alleged violator by hand delivery by the code enforcement officer. In the absence of the alleged violator from the property where the violation exists, issuance of a written warning notice or citation may be accomplished by leaving a copy at the alleged violator's residence for residential property violations with any person residing therein who is fifteen (15) years of age or older and informing the person of the contents or by registered or certified mail, return receipt requested.
- (b) Issuance of a written warning notice or citation to a business may be accomplished by leaving a copy at the business during regular business hours with any employee and informing the employee of the contents or by registered or certified mail, return receipt requested. Each employee of the business shall be deemed to be an agent of the business for service of warning notices and citations.

(Ord. No. 99-9-5, § 1, 9-8-99)

Sec. 7-55. Form of contents of citation; filing with clerk.

A citation issued by a code enforcement officer shall be in a form prescribed by the Town Commission, or promulgated by administrative order issued by the Chief Judge of the Seventeenth Judicial Circuit in the case of a uniform code citation, and shall contain at a minimum:

- (a) The date and time of issuance;
- (b) The name and address of the alleged violator to whom the citation is issued;
- (c) The date and time the civil infraction was committed;
- (d) The facts constituting reasonable cause;
- (e) The number of the section of the code or ordinance violated;
- (f) The name and authority of the code enforcement officer;
- (g) The procedure to follow in order to pay the civil penalty or to contest the citation;
- (h) The applicable civil penalty if the alleged violator elects to contest the citation;
- (i) The applicable civil penalty if the alleged violator elects not to contest the citation;
- (j) The date of the court hearing if the alleged violator elects to contest the violation; and
- (k) A conspicuous statement that if the alleged violator fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the alleged violator shall be deemed to have waived the right to contest the citation and that, in such case, judgment may be entered against the alleged violator for an amount up to the maximum civil penalty.

After issuing a citation to an alleged violator, a code enforcement officer shall deposit the original and one (1) copy of the citation with the Code Enforcement Clerk for processing.

(Ord. No. 99-9-5, § 1, 9-8-99; Ord. No. 2021-001, § 1, 2-10-21)

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Sec. 7-56. Refusal to sign citation.

- (a) Any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree pursuant to Section 162.21(6), Florida Statutes.
- (b) If the person cited so refuses to sign the citation, the code enforcement officer shall write the words "Refused" or "Refused to Sign" in the space provided for the person's signature and shall then leave a copy of the citation with the person cited, if possible.
- (c) Following such refusal to sign, the code enforcement officer shall contact the Broward County Sheriff's Office to report such refusal as a violation of Section 162.21(6), Florida Statutes.

(Ord. No. 99-9-5, § 1, 9-8-99)

Sec. 7-57. Payment of reduced civil penalty; court hearings.

- (a) If the person elects not to contest the citation, the person shall pay in full the applicable reduced civil penalty to the Code Enforcement Clerk and correct the violation within fourteen (14) calendar days after issuance of the citation.
- (b) If the person cited elects to pay the applicable reduced civil penalty set forth herein, the person shall be deemed to have admitted the infraction and waived the right to a hearing. If the person cited fails to pay the civil penalty by the fourteenth (14th) calendar day after issuance of the citation or fails to request a court hearing within the time prescribed, the person shall have waived any right to contest the citation and a judgment may be entered against the person cited in an amount up to the maximum civil penalty plus court costs. In addition, a Rule to Show Cause may be issued by the County Judge requiring the person cited to appear in County Court to explain the person's failure to pay or request a court hearing. Failure to respond to the Rule to Show Cause may result in issuance of an arrest warrant.
- (c) If the person elects to contest the citation, the person shall appear in court before a County Judge on the date stated on the Notice of Violation.
- (d) If the person cited has been previously cited for the same violation at least two (2) times within a twelve (12) month period, upon the issuance of a third or subsequent citation, the person shall not have the option of paying a reduced civil penalty but instead shall appear before a County Court Judge on the date stated on the Notice of Violation to answer the charge.
- (e) A County Judge, after a hearing on the citation, shall make a determination whether or not a violation of the code or ordinance cited has been committed. If a violation is found to have occurred, the County Judge may order the violator to correct the violation and may impose a civil penalty up to the maximum civil penalty plus all applicable costs of prosecution and court costs; in no event, however, shall such civil penalty imposed by the County Judge be less than the reduced civil penalty provided for herein.
- (f) The County Judge may provide for the civil penalty to be paid, and the violation to be corrected, within such time as the County Judge determines to be appropriate. If the person found to be in violation fails to pay the civil penalty or correct the violation within the time provided, a civil judgment shall be entered against that person in an amount up to the maximum civil penalty.
- (g) Should the person cited schedule a hearing as provided for herein and thereafter fail to appear at such hearing, the person shall be deemed to have waived the right to contest the citation, and a civil judgment may be entered against the person in an amount up to the maximum civil penalty; provided, however, that the Court shall have the discretion to continue or reschedule any hearing when it determines that doing so will further the interest of justice. In such an event, the Clerk of the Court shall notify the code enforcement officer and the person cited of the date and time of the hearing. In addition, a Rule to Show Cause may be

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issued by the County Judge requiring the person cited to appear in County Court to explain the person's failure to appear at the hearing. Failure to respond to the Rule to Show Cause may result in issuance of an arrest warrant.

- (h) Should the person cited willfully fail to comply with a Court Order to abate or correct the violation, the Court, after due notice and hearing on the matter, may hold the violator in civil contempt and may enter an Order to that effect.
- (i) In the event that a civil judgment is entered against the person cited as provided herein, the Town may record a certified copy of said judgment in the Official Records of Broward County and the same shall thereafter constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator.
- (j) In the event that an Order is entered finding that a violation of the ordinance cited has been committed, the Town may record a certified copy of said Order in the Public Records of Broward County and the same shall thereafter constitute notice to and be binding upon the violator and any subsequent purchasers, successors in interest or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and any subsequent purchasers, successors in interest or assigns if the violation concerns real property.
- (k) At any hearing pursuant to this ordinance, the commission of a violation of an ordinance must be proved by a preponderance of the evidence. The Florida Rules of Civil Procedure and the Florida Evidence Code shall be applicable to any such hearing.

(Ord. No. 99-9-5, § 1, 9-8-99; Ord. No. 2021-001, § 1, 2-10-21)

Sec. 7-58. Procedure for payment of civil penalty; classes of violations and reduced civil penalties.

The procedure for payment of civil penalties, the classes of violation and the schedule of civil penalties shall be established by resolution of the Town Commission.

(Ord. No. 99-9-5, § 1, 9-8-99)

Chapter 17 NOISE³

³Editor's note(s)—Ord. No. 95-9-1, § 1, adopted Sept. 13, 1995, amended Ch. 17 to read as herein set out.

Formerly, such chapter pertained to similar provisions as derived from Ord. No. 81-8-3, §§ 1, 2, 4, adopted Aug. 12, 1981; and Ord. No. 85-1-3, § 1, adopted Jan. 9, 1985.

Cross reference(s)—Noise restrictions on alcoholic beverage establishments, § 3-6; animals, Ch. 4; buildings and building regulations, Ch. 5; code enforcement, Ch. 7; health and sanitation, Ch. 12; offenses, § 14-16 et seq.; mobile homes, recreational vehicles and parks, Ch. 16; streets, sidewalks and other public places, Ch. 22; subdivisions, Ch. 23; traffic and vehicles, Ch. 25; zoning, Ch. 28.

State law reference(s)—Motor vehicle noise, F.S. §§ 316.293, 403.415.

Sec. 17-1. Declaration of intent.

The Commission of the Town of Pembroke Park finds and declares that excessive sound is a serious hazard to the public health, welfare, safety and quality of life; that a substantial body of science and technology exists by which excessive sound may be substantially abated; and that people have a right to and should be ensured an environment free from excessive sound that may jeopardize their health, welfare or safety or degrade the quality [of] life.

(Ord. No. 95-9-1, § 1, 9-13-95)

Sec. 17-2. Definitions.

- (a) All terminology used in this chapter, not defined below, shall be in conformance with applicable publications of the American National Standards Institute (ANSI) or its successor body.
- (b) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

A weighting is the electronic filtering in sound level meters that models human hearing frequency sensitivity.

Background sound level is the total sound pressure level in the area of interest excluding the noise source of interest.

Commercial area is all property which is used primarily for the sale of merchandise or goods, or for the performances of services, or for office or clerical work.

Construction means any site preparation, assembly, erection, repair, alteration, demolition or similar action on public or private right of way, structures, buildings, utilities or similar property.

Decibel (dB) means a unit for describing the amplitude of sound, equal to twenty (20) times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micropascals (twenty (20) micronewtons per square meter).

dBA is the A-weighted unit of sound pressure level.

Emergency means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action; economic loss shall not be a factor in the determination of an emergency. It shall be the burden of an alleged violator to prove an "emergency".

Emergency work means any work performed for the purpose of preventing or alleviating the physical trauma or property damage, but not economic loss, threatened or caused by an emergency.

Impulsive sound means a sound of short duration, usually less than one (1) second, with an abrupt onset and rapid decay. Examples of sources of impulsive sound includes explosions and the discharge of firearms.

Industrial area is any property which is used primarily for manufacturing or processing.

Legal holidays recognized by the Town of Pembroke Park include New Years Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving and Christmas Day.

Muffler, means a sound-dissipative device or system for attenuating the sound of escaping gases of an internal combustion engine.

Multi-family dwelling is any building or other shelter that has been divided into separate units to house more than one (1) family.

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Noise means any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

Noise disturbance is any sound that (a) endangers the safety or health of any person, (b) disturbs a reasonable person of normal sensitivities, or (c) endangers personal or real property.

Octave band is all of the components in a sound spectrum whose frequencies are between two (2) sine waves components separated by an octave.

Person means any natural person, individual, public corporation, firm, association, joint venture, partnership, municipality, governmental agency, political subdivision, public officer, or any other entity whatsoever or any combination of such, jointly or severally.

Public right-of-way means any street, avenue, boulevard, highway, sidewalk, or alley, or similar place normally accessible to the public which is owned or controlled by a governmental entity.

Public space is any real property or structures thereon that is owned, leased, or controlled by a governmental entity.

Real property line means any imaginary line along the surface, and its vertical plane extension, which separates the real property owned, rented or leased by one (1) person from that owned, rented or leased by another person, excluding intrabuilding real property divisions.

Residential area is all property on which people live and sleep, or parks or hospitals or schools or nursing homes of that which is not commercial or industrial.

Sound means an oscillation in pressure, particle displacement, particle velocity or other physical parameter in a medium with internal forces that cause compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

Sound level means the weighted sound pressure level obtained by the use of a metering characteristic and weighting A, B or C as specified in American National Standards Institute specifications for sound level meters ANSI 51.4-1983, or in successor publications. If the weighting employed is not indicated, the A-weighting shall apply.

Sound level meter (SLM) is an instrument used to measure sound pressure levels conforming to Type 1 or Type 2 standards as specified in ANSI Standard 51.4-1983 or the latest version thereof.

Sound pressure level (SPL) is twenty (20) multiplied by the logarithm, to the base 10, of the measured sound pressure divided by the sound pressure associated with the threshold of human hearing, in units of decibels.

Weekday means any day, Monday through Friday, that is not a legal holiday.

(Ord. No. 95-9-1, § 1, 9-13-95; Ord. No. 01-12-01, § 1, 12-12-01)

Sec. 17-3. Sound level limitations.

- (a) No person shall cause, suffer, allow, or permit the operation of any sound source in such a manner as to create a sound level that exceeds the sound level limits set forth in Table 1 when measured at or within the real property line of the receiving property using the slow response setting unless otherwise noted. Such a sound source would constitute a noise disturbance.

TABLE 1
SOUND LEVEL LIMITS BY RECEIVING PROPERTY

Receiving Property Category	Time	Sound Level Limit (dBA)
Residential, Public Space, or	7:00 a.m.—7:00 p.m.	60

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Institutional		
	7:00 p.m.—7 a.m.	50
Commercial or Business	7:00 a.m. - 7:00 p.m.	65
	7:00 p.m.—7:00 a.m.	60
Industrial or Manufacturing	At all times	70

- (1) If the noise is an impulsive sound, the fast response setting shall be used and the daytime (7:00 a.m.—7:00 p.m.) limits of Table 1 shall be increased by ten (10) dBA.
 - (2) In a multi-family dwelling, it shall be unlawful to create or permit to be created any noise that exceeds the daytime (7:00 a.m.—7:00 p.m.) limit of fifty-five (55) dBA and the nighttime (7:00 p.m. - 7:00 a.m.) limit of forty-five (45) dBA as measured from a neighbor's dwelling.
 - (3) In addition to the limits of Table 1 and section (a)(2), for any sound source which impacts residential, public space or institutional property, the maximum allowable sound level limits for the individual octave bands whose centers are sixty-three (63), one hundred twenty-five (125), two hundred fifty (250) and five hundred (500) Hertz shall not exceed sixty-five (65) dB.
- (b) The following are exempt from the sound level limits of subsection (a):
- (1) Noise from emergency signaling devices;
 - (2) Sound from church bells and chimes when a part of a religious observance or service;
 - (3) Noise from landscape and yard equipment when operated between 8:00 a.m. and 8:00 p.m. on weekdays and between 9:00 a.m. and 8:00 p.m. on weekends and legal holidays, provided all motorized equipment are equipped with functioning mufflers.
 - (4) Noise from construction activity between 7:00 a.m. and 6:00 p.m. on weekdays and between 9:00 a.m. and 6:00 p.m. on weekends and legal holidays provided all motorized equipment used in such activity are equipped with functioning mufflers.

(Ord. No. 01-12-01, § 2, 12-12-01)

Editor's note(s)—Ord. No. 01-12-01, § 2, adopted Dec. 12, 2001, deleted former § 17-3 of the Code and added new provisions as § 17-3 as herein set out. Former § 17-3 pertained to noise disturbance prohibited and derived from Ord. No. 95-9-1, § 1, adopted Sept. 13, 1995.

Sec. 17-4. Exemptions.

The provisions of this chapter shall not apply to:

- (1) The generation of sound for the purpose of alerting persons to the existence of an emergency;
- (2) The generation of sound in the performance of emergency work; or
- (3) Noise generated from municipal sponsored or approved celebrations or events.

(Ord. No. 01-12-01, § 3, 12-12-01)

Editor's note(s)—Ord. No. 01-12-01, § 3, adopted Dec. 12, 2001, deleted former § 17-4 of the Code and added new provisions as § 17-4 as herein set out. Former § 17-4 pertained to maximum permissible sound levels by receiving land use and derived from Ord. No. 95-9-1, § 1, adopted Sept. 13, 1995; and Ord. No. 01-02-01, adopted Feb. 14, 2001.

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Sec. 17-5. Enforcement procedures.

- (a) The Town of Pembroke Park may prosecute noise related violations by issuance of a Town of Pembroke Park Ordinance Citation, in which case, the penalty for a violation shall be as set in Chapter 7 of the Code of Ordinances. If the violation is of a continuing nature, each day during which it occurs shall constitute a separate violation.
- (b) In lieu of issuing a citation as provided in subsection (a), the certified code enforcement officer or law enforcement officer of the Town of Pembroke Park may issue an order requiring immediate abatement of any sound source alleged to be in violation of this chapter.
- (c) No provision of this chapter shall be construed to impair any common law or statutory cause of action, or legal remedy therefrom, of any person for injury or damage arising from any violation of this chapter or from other law.

(Ord. No. 01-12-01, § 4, 12-12-01)

Editor's note(s)—Ord. No. 01-12-01, § 4, adopted Dec. 12, 2001, deleted former § 17-5 of the Code and added new provisions as § 17-5 as herein set out. Former § 17-5 pertained to pure tone sound limits and derived from Ord. No. 95-9-1, § 1, adopted Sept. 13, 1995.

Sec. 17-6. Reserved.

Editor's note(s)—Ord. No. 01-12-01, § 5, adopted Dec. 12, 2001, deleted former § 17-6 of the Code, which pertained to unlawful noises enumerated and derived from Ord. No. 95-9-1, § 1, adopted Sept. 13, 1995; and Ord. No. 01-02-01, § 2, adopted Feb. 14, 2001.

Sec. 17-6.1. Noise and businesses, restriction on hours of operation.

It shall be unlawful for any person to perform labor or work, or to operate or conduct any business or enterprise in the Town except between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday at a location within two hundred (200) feet of inhabited dwellings, apartments, mobile homes, or hotels which emits noise from the operation of such business or enterprise that disturbs or is detrimental to the health, peace and quiet of any occupants thereof. In the event that any emergency exists, or conditions with reference to the operation of any business are such that it would be unjust and inequitable for same not to be operated during the prohibited hours, upon application made to the Town Manager, and after an investigation has been conducted by him or her, the Town Manager may issue a permit authorizing any business to operate for only a limited period of time.

(Ord. No. 01-02-01, § 3, 2-14-01)

Sec. 17-7. Construction operations.

It shall be unlawful for any person to engage in the erection, including excavating, demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. on any day except in case of urgent necessity in the interest of public health and safety and then only with a permit from the Building Official. Such permit may be granted for a period not to exceed three (3) days or less while the emergency continues, and may be renewed for periods of three (3) days or less while the emergency continues. If the Building Official shall determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he shall further determine that no loss or inconvenience would result to any party in interest, he may grant permission for

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such work to be done within the hours of 6:00 p.m. and 7:00 a.m. upon application being made at the time the permit for the work is awarded or during the progress of the work.

(Ord. No. 95-9-1, § 1, 9-13-95)

Cross reference(s)—Buildings and building regulations, Ch. 5.

Secs. 17-8—17-10. Reserved.

Editor's note(s)—Ord. No. 01-12-01, § 5, adopted Dec. 12, 2001, deleted former §§ 17-8—17-10 of the Code, which pertained to abatement of nuisance by Town, noise measurement, and periods of observation, respectively, and derived from Ord. No. 95-9-1, § 1, adopted Sept. 13, 1995.

Sec. 17-11. Enforcement.

- (a) The Town may prosecute noise related violations by issuance of a notice of violation, which violation will be brought before the Town Code Enforcement Board and a penalty for a violation shall be as set forth in Chapter 162, Florida Statutes. If the violation is of a continuing nature, each day during which it occurs shall constitute a separate violation.
- (b) In lieu of issuing a notice of violation, the Town may institute a judicial proceeding requesting the immediate abatement of any sound source alleged to be in violation of this article.
- (c) No provision of this article shall be construed to impair any common law or statutory cause of action, or legal remedy therefrom, of any person for injury or damage arising from any violation of this article or from other law.

(Ord. No. 95-9-1, § 1, 9-13-95; Ord. No. 01-02-01, § 4, 2-14-01)

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PETITON

THE NOISE CAUSED AT KELSEY'S BAR, 3194 WEST HALLANDALE
BEACH BLV. IS UNBEARABLE FOR RESIDENTS OF PEMBROKE PARK
LAKES AND PARK LAKES ESTATE.

LE BRUIT CAUSÉ AU KELSEY'S BAR, 3194 WEST HALLANDALE
BEACH BOULEVARD EST INSUPPORTABLE POUR LES RÉSIDENTS DE
PEMBROKE PARK LAKES ET PARK LAKES ESTATE.

Name

Address

Signature

MAURICE MINIER 14 W LAKE DR.

SYLVIE VOYER 14 W LAKE DR. Hallandale

* MARIO GAGNON 2 W LAKE D. HALLANDALE

RAYMOND LEFEBVRE 4 W. Lake D. Pembroke Park

Denis Paje 3 W LAKE Pembroke

PIERRE BLOUIN 5 W LAKE DR.

MARIE-CLAUDE LAPOINTE

Marie-Claude Lapointe 9 W Lake Drive...

RITA PAZ 12 W LAKE DR.

Andy Montano 12 W LAKE DR.

MARTIN REMONDARD (16 W LAKE DRIVE)

PETITON

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BEACH BOULEVARD EST INSUPPORTABLE POUR LES RÉSIDENTS DE
PEMBROKE PARK LAKES ET PARK LAKES ESTATE.

Name

Address

Signature

Stephanne Soucy	28 W Lake drive PM	Stephanne Soucy
Linda Miller	28 W Lake drive PM	Linda Miller
* MARCO OUELLET	29 W LAKE DRIVE PEMBROKE PARK.	[Signature]
Daniel Larocque	33 W LAKE PM	DANIEL LAROCQUE
MARTIN SOUCY	221 W Lake drive	[Signature]
Judith Belanger	221 W Lake drive	Judith Belanger
JOHANNE VERMETTE	35 W LAKE DRIVE	[Signature]
Jean Lafrenie	64 W Lake Drive	[Signature]
ANDRÉ COUPE	41A WEST LAKE DRIVE	[Signature]
* JESSICA	194 Lake drive	[Signature]

PETITON

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PEMBROKE PARK LAKES ET PARK LAKES ESTATE.

Name

Address

Signature

CLAIRE MOISAN 63 W LAKE DR. Pem. Claire Moisan

* MARTINE GRENIER-46 W. LAKE DR. Pem. Martine Grenier

CAROLE MASTROCOLA 44 W. LAKE DR. Pem. Carole Mastrocola

ROBERT BRANCHAUD 44 W. LAKE DR Robert Branchaud

DENIS ETHIER 59 WEST LAKE RD Denis Ethier

Ed + Lolita Grenier 51 W. L. D. Ed + Lolita

SUZANNE FORGET 55 W L. Ct Suzanne Forget

PIERRE BUGCAUD 55 W. L. Ct. Pierre Bugcaud *

RITA GAGNE 38 L. Dr. Pem RITA MARQUIS

* MARCEL MARQUIS 38 L. Dr. Pem Marcel Marquis

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Name	Address	Signature
Nadine Gosselin	15 Westlake Pk	Nadine Gosselin
Yanov Cyr	18 Westlake Pk	Yanov Cyr
Andre Fortier	18 Westlake Pk	Andre Fortier
DANIEL GIGUERE	24 W Lake Drive	Dan Giguere
ALAIN RENAUD	26 W. LAKE DRIVE	Alain Renaud
LISE CHIASSON	26 W Lake Drive	Lise Chiasson
* Rejean Cloutier	60 W L DR. PEMBROKE PARK	Rejean Cloutier
Antoine	54 W LAKE DR.	Antoine Marcoux
Robert	50 W Lake Dr Pem	Robert
ROBERT POITRAS	63 LAKE DRIVE	Robert Poitras

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PEMBROKE PARK LAKES ET PARK LAKES ESTATE.

Name	Address	Signature
France Gagnon	41C Pembroke Park	France Gagnon
M. Doune	72 Pembroke Park	M. Doune
J. J. J. J. J.	70 JACQUES TREMBLAY	J. J. J. J. J.
PAISEY IERIN	70 L. DR.	PAISEY IERIN
D. DORION	68 L. DR.	D. DORION
B. DIONNE	68 L. DR.	B. DIONNE
A. Tremblay	64 W. Lake Dr.	Annie Tremblay
S. Cauthier	69 W. Lake Dr.	S. Cauthier
M. Magnan	69 W. Lake Dr.	M. Magnan
A. Blanchard	63 W. Lake Dr.	A. Blanchard

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Name	Address	Signature
* PAULEMILE GARNEAU	13 West Lake Dr	[Signature]
Sylvie PERRON	61	[Signature]
Linda Lamarche		
Bernard Terland	100 Lake Shore Dr.	L. Lamarche P.L.
* Yannick Dufaur	104 Lake Shore Dr.	
Vicky Chasson		P.L. [Signature]
Bernadette Rodreau	106 Lake Shore Dr.	P.L.
Gray Madore	106 " "	" "
Isabelle Gauthier	114 " "	P.L. Isabelle Gauthier
Marie France B. Bléard	110 Lake Shore	
Michel Robillard	110 Lake Shore	

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Name	Address	Signature
* ESTHEL LESSARD	128 LAKE SHORE	[Signature] P.L.
Madeleine Landry	105 North Lake Shore Dr	[Signature] P.L.
JEAN PIERRE KIRMEAN	107 NORTH LAKE SHORE	[Signature] P.L.
Sylvie Goyette	107 North Lake Shore	[Signature] P.L.
GASTON BEAUDOIN	114 N. LAKE SHORE DR	
* Richard Bédard	116 N Lake Shore Dr.	[Signature] Richard Bédard
Bon Tardif	118 Lake Shore	[Signature] P.L.
Dani Loxton	120 N Lakeshore	P.L.
Kelly Hargit	126 N Lakeshore	
Charlene Theriault	131 N. Lake Shore Drive	

PETITON

THE NOISE CAUSED AT KELSEY'S BAR, 3194 WEST HALLANDALE
BEACH BLV. IS UNBEARABLE FOR RESIDENTS OF PEMBROKE PARK
LAKES AND PARK LAKES ESTATE.

LE BRUIT CAUSÉ AU KELSEY'S BAR, 3194 WEST HALLANDALE
BEACH BOULEVARD EST INSUPPORTABLE POUR LES RÉSIDENTS DE
PEMBROKE PARK LAKES ET PARK LAKES ESTATE.

Name

Address

Signature

Michael H. H. H.

132 North Lake Shore

Jess G. G. G.

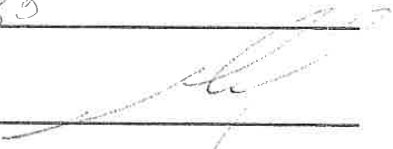
204 Lake Shore Drive PUL

Solange L. L. L. 220 Lake Shore Drive 33009

PETITION

THE NOISE CAUSED AT KELSEY'S BAR, 3194 WEST HALLANDALE
BEACH BLV. IS UNBEARABLE FOR RESIDENTS OF PEMBROKE PARK
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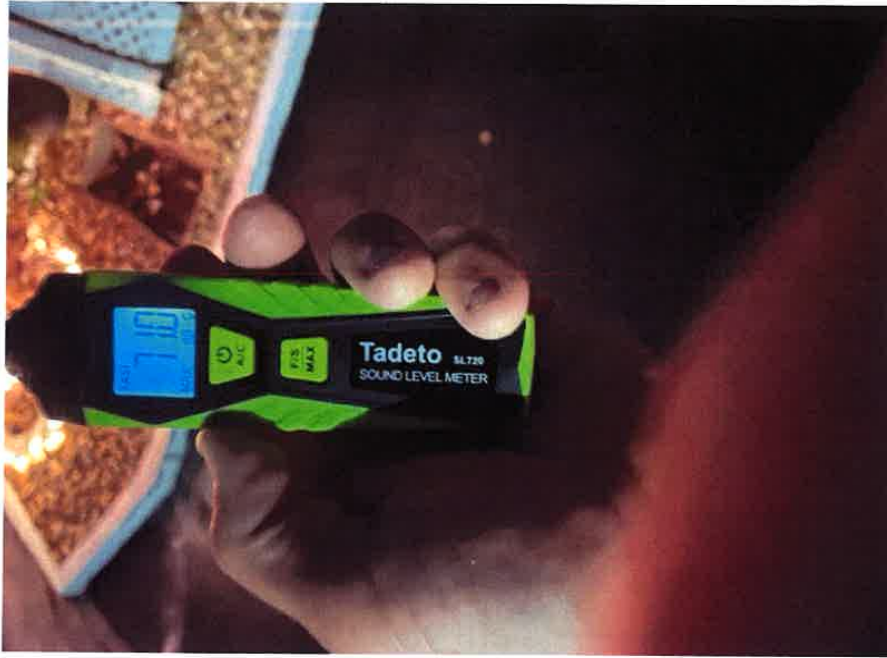
LE BRUIT CAUSÉ AU KELSEY'S BAR, 3194 WEST HALLANDALE
BEACH BOULEVARD EST INSUPPORTABLE POUR LES RÉSIDENTS DE
PEMBROKE PARK LAKES ET PARK LAKES ESTATE.

Name	Address	Signature
Dany Butru	23 West Lake Drive	
Thick Plants	17 West Lake Park	
Real Plants	" " " "	
Genie Gorman	31 - West Lake Park	
MARIA. E. NIETO		
ROBERT GROSSMAN	183	
GILLES BOUCHER	1024 411	
		
	167 Pembroke Park 33009	
DENIS LAMOUR	170 - Pembroke	



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Mail body:

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22/11/2023 08:57

Gmail - (aucun objet)

Martin Rémillard <mremillard350@gmail.com>

(aucun objet)

1 message

maurice minier <moriss1@hotmail.fr>

22 novembre 2023 à 08 h 30

À : "mremillard350@gmail.com" <mremillard350@gmail.com>

The speed of sound in air at 15°C at sea level is approximately 340 m/s (1,224 km/h). In water, sound travels more than four times faster,

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22/11/2023 08:55

Gmail - (aucun objet)

Martin Rémillard <mremillard350@gmail.com>

(aucun objet)

1 message

maurice minier <moriss1@hotmail.fr>

22 novembre 2023 à 08 h 31

À : "mremillard350@gmail.com" <mremillard350@gmail.com>

Once on the square, everything seems more normal, I hear both high and low sounds. How to explain this difference?

Let's see what we know about sound: it's a wave. That is to say that our vocal cords, the membrane of a loudspeaker, or even the string of a guitar vibrates, and makes the air around it vibrate. But when I vibrate the end of a tight rope, or the surface of a lake with a stick, the disturbance I have inflicted on the medium spreads, and moves away from the source. These are the concentric ripples on the surface of the water for example, they constitute a wave.

For sound, it is a succession of high and low pressures that move away in all directions from the source of the noise. Once it reaches our ear, this wave makes our eardrum vibrate, like a tiny drum skin. These vibrations are converted into electrical oscillations by

sensory cells, carried to the brain where they are interpreted. The louder the sound, the greater the range of movement our eardrum will have. The faster the vibration rate, the higher the sound will be perceived as high (high frequency), and the slower it is, the lower the sound will seem. Our ear is designed to perceive frequencies as low as 20 Hertz (20 round trips of the eardrum per second) and as high as 20,000 Hertz, at least if our ear is in its best shape.

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22/11/2023 08:54

Gmail - (aucun objet)

Martin Rémillard <mremillard350@gmail.com>

(aucun objet)

1 message

maurice minier <moriss1@hotmail.fr>

22 novembre 2023 à 08 h 32

À : "mremillard350@gmail.com" <mremillard350@gmail.com>

sound wave is a mechanical vibration that propagates through a material medium, such as air or a liquid. In air, the speed of sound propagation is 340 m.s^{-1} under usual conditions of temperature and pressure. In water, it is of the order of $1,500 \text{ m.s}^{-1}$. 14 Feb. 2019

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22/11/2023 08:53

Gmail - (aucun objet)

Martin Rémillard <mremillard350@gmail.com>

(aucun objet)

1 message

maurice minier <moriss1@hotmail.fr>

22 novembre 2023 à 08 h 32

À : "mremillard350@gmail.com" <mremillard350@gmail.com>

Re: Low Sounds Heard Further Than High Sounds

To travel 30 meters, high-pitched (or high-frequency) sounds make more oscillations than low-pitched sounds. However, damping depends on the number of oscillations, therefore a high-pitched sound is damped more quickly than a low-pitched sound at the same distance.

There is a problem on this subject: Concerts in stadiums. Let's imagine a spectator located 30 meters from the stage, to prevent him from hearing only the bass, we put a loudspeaker 30m away and only emit highs. On the other hand, you have to delay the sounds by 1 tenth of a second...
589 / 5 000

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22/11/2023 08:52

Gmail - (aucun objet)

Martin Rémillard <mremillard350@gmail.com>

(aucun objet)

1 message

maurice minier <moriss1@hotmail.fr>

22 novembre 2023 à 08 h 33

À : "mremillard350@gmail.com" <mremillard350@gmail.com>

The instruments are S-shaped, and emit waves of various frequencies in all directions. Low frequencies will easily be diffracted by the corners of buildings, and "flow" to our ears as latecomers. High frequencies (treble) are less sensitive to diffraction, they have much more difficulty going around wall corners: they will not reach us if they cannot travel in a straight line. So we only hear the bass...

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Chapter 17 NOISE CONTROL¹

¹Ord. No. C-08-37, § 1, adopted July 15, 2008 , repealed Ch. 17, in its entirety, which pertained to noise control. Section 2 of said ordinance enacted provisions designated as a new Ch. 17 to read as herein set out. See also the Code Comparative Table.

Cross reference(s)—Permit to operate loudspeaking device on aircraft, § 7-9; noise abatement for aircraft, § 7-160; sounding of railroad whistles and horns, § 16-17; sound devices on vehicles and aircraft, § 16-78; nuisances, Ch. 18.

State law reference(s)—Municipal Home Rule Powers Act, F.S. ch. 166; motor vehicle noise, F.S. § 316.293.

Sec. 17-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

A-weighted sound level means the sound level as measured with the A-weighting network on a sound level meter meeting the standards set forth in the American National Standards Institute (ANSI) S1.4-1983 or its successors. The unit of reporting is dBA. Sounds measured with the "A" weighting network approximate the response of human hearing when measuring sounds of low to moderate intensity without an amplified low frequency component.

Ambient sound level means that measured value which represents the summation of the sound from all of the discrete sources affecting a given site at a given time, exclusive of extraneous sounds and those from the source under investigation. Ambient sound level is synonymous with background sound level. Ambient sounds are differentiated from extraneous sounds by the fact that the former are of a more steady state, although they may not be continuous.

Amplified sound means the reproduction of sound from any radio, stereo, CD player, DVD player, microphone, drum, turn table, audio or visual equipment, musical instrument, sound equipment, sound amplification device, television set, exterior loudspeakers, bullhorn or any similar device.

Backup alarm means an audible safety device designed to alert people that a vehicle is operating in reverse, meeting Occupational Safety and Health Administration (OSHA) rules at 29 CFR Part 1926.601(b)(4) and 29 CFR Part 1026.602(a)(9), which require, in part, that: the vehicle has a reverse signal alarm audible above the surrounding noise level.

C-weighted sound level is the sound level as measured using the "C" weighting network with a sound level meter meeting the standards as set forth in ANSI S1.4-1983 or its successors. The unit of reporting is dBC. The "C" weighting network is more sensitive to low frequencies than the "A" weighting network.

Continuous sound means any sound with a duration of more than one (1) second, as measured with a sound level meter set to the "slow" meter response.

Decibel means a logarithmic (dimensionless) unit of measure often used in describing the amplitude of sound. Decibel is denoted as dB.

Emergency energy release device means a device used specifically to release excess energy on a non-scheduled basis as necessary for purposes of safety.

Extraneous sound means a sound of high intensity and relatively short duration which is neither part of the ambient sound, nor comes from the sound source under investigation.

Impulsive sound means a sound that has a duration of less than one (1) second and comes from the sound source under investigation.

LMAX means the maximum sound level measured during the sound measurement period.

Mechanical device means any device that transmits or modifies energy.

Moped means any vehicle with pedals to permit propulsion by human power, having a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels; with a motor rated not in excess of two (2) brake horsepower and not capable of propelling the vehicle at a speed greater than thirty (30) miles per hour on level ground; as defined in F.S. § 316.03, as may be amended from time to time.

Motor vehicle means any self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, motorized scooter, electric personal assistive mobility device, or moped; as defined in F.S. § 316.03, as may be amended from time to time.

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Motorboat means any vessel equipped with machinery for propulsion, irrespective of whether the propulsion machinery is on actual operation; as defined in F.S. § 327.02, as may be amended from time to time.

Motorcycle means any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels in contact with the ground, but excluding a tractor or moped; as defined in F.S. § 316.03, as may be amended from time to time.

Motorized scooter means any vehicle not having a seat or saddle for the use of the rider, designed to travel on not more than three (3) wheels, and not capable of propelling the vehicle at a speed greater than thirty (30) miles per hour on level ground; as defined in F.S. § 316.03, as may be amended from time to time.

Mixed-use property means more than one (1) type of use in a building or set of buildings; some combination of residential and non-residential use.

Multifamily dwelling means any building occupied or intended to be occupied by more than two (2) families, living separately and with separate kitchens or facilities for cooking on the premises. This includes apartments, condominiums and coach homes, but does not include hotels, motels, bed and breakfast, townhouse, or cluster dwellings.

Noise means, for the purposes of this chapter, any sound that is in violation of any provision of this chapter.

Noise control officer means environmental inspectors, building and zoning inspectors, code enforcement officers and police enforcement personnel authorized to enforce provisions of this code.

Noise disturbance means any sound which is unreasonably loud, raucous, or jarring to reasonable persons of ordinary sensibilities, or any sound which affects the health, safety, or welfare of other persons, or exceeds the noise levels as defined in section 17-6.

Plainly audible means any sound that can be detected by a person using his or her unaided hearing faculties.

Public right-of-way and *public space* means land conveyed or dedicated by plat, deed, easement or other conveyance which is devoted to, required for or intended for the use by the public as a means of public traverse and other public purposes.

Real property line means either (a) the boundary line of a parcel; (b) the vertical and horizontal boundaries of a dwelling unit that is part of a multifamily dwelling; or (c) on a mixed-use property, the interface between the two (2) portions of the property on which different categories of activity are being performed.

Single-family dwelling is a dwelling unit designed for or occupied by one (1) family and includes standard, detached, and attached dwellings.

Single-family dwelling (attached) is a one-family dwelling attached to another one-family dwelling by a common vertical wall and where each unit is located on a separate plot. Single-family dwellings that are attached include duplex, cluster, and townhouse dwellings.

Sound means oscillations in pressure in a medium with elasticity and viscosity, such as air, that evoke auditory sensation in the human ear.

Sound level meter means an instrument that measures sound and conforms to ANSI S1.4-1983 or its successor publications.

Total sound level means that measured level which represents the summation of the sounds from the sound source under investigation and the ambient sounds which affect a given place at a given time, exclusive of extraneous sound sources.

Vessel means every watercraft, barge, and airboat, used or capable of being used as a means of transportation on water, as defined in F.S. § 327.02, as may be amended from time to time.

(Ord. No. C-08-37, § 2, 7-15-08)

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Sec. 17-2. Penalties.

Any person who violates any provision of this chapter and who shall be found violating or found in violation of any provision of this chapter shall be subject to the penalties as prescribed in section 1-6 and/or Chapter 11 of this Code.

(Ord. No. C-08-37, § 2, 7-15-08)

Sec. 17-3. Noise control officers.

- (a) The noise control program established by this chapter shall be administered and enforced by noise control officers.
- (b) The noise control officers shall have the power to investigate and pursue possible violations of this ordinance and initiate enforcement under this chapter.

(Ord. No. C-08-37, § 2, 7-15-08)

Sec. 17-4. Sound level measurement.

Sound level measurement shall be made with a sound level meter using the "A" weighting scale or "C" weighting scale, as specified in this chapter for the specific sound source being investigated.

(Ord. No. C-08-37, § 2, 7-15-08)

Sec. 17-5. General prohibitions.

It shall be unlawful for any person to make or continue or cause to be made or continued any noise disturbance within the limits of the city.

(Ord. No. C-08-37, § 2, 7-15-08)

Sec. 17-6. Maximum permissible dBA sound levels.

Notwithstanding any other provision in this chapter, it shall be unlawful, except as expressly permitted herein, to cause, allow, or permit the making of any sound which exceeds the limits set forth in this section.

TABLE I
MAXIMUM PERMISSIBLE SOUND LEVEL LIMITS dBA

USE	TIMES	OUTDOOR	INDOOR
Residential	7:00 a.m. to 10:00 p.m.	60 dBA*	45 dBA
	10:00 p.m. to 7:00 a.m.	50 dBA	35 dBA
Commercial	24 hours	65 dBA	55 dBA
Industrial	24 hours	75 dBA	65 dBA

*If the residential use is within a commercial, industrial, or mixed use, or within two hundred (200) feet of such use, the outdoor sound level limit is sixty-five (65) dBA between 7:00 a.m. to 10:00 p.m.

Sound level measurements shall be taken as follows:

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- a. The sound level limit for the complainant's use shall apply.
 - b. Outdoor sound level measurements shall be taken on or within the real property line of the complainant.
 - c. Indoor sound level measurements shall apply when the sound source is on or within the same parcel of land as the complainant or when the real property line between the sound source and the complainant is a common wall, floor, or ceiling. Indoor sound level measurements shall be taken within the premises of the complainant.
 - d. Three (3) measurements of the normal, usual operation of the sound source under investigation shall be taken. The metric that shall be applied is LMAX. Each of the three (3) measurements shall be no less than thirty (30) seconds in duration, and all three (3) measurements shall be taken within any one-hour period. If the sound source under investigation is of a total duration of less than ninety (90) seconds, one thirty-second measurement shall be sufficient.
1. *Impulsive sound:*
 - a. Between the hours of 7:00 a.m. and 10:00 p.m. daily, impulsive sounds which occur ten (10) or more times in any one (1) hour shall not exceed the permissible sound level limits as set forth in Table I, and impulsive sounds which occur less than four (4) times in any one-hour period shall not equal or exceed twenty (20) decibels above the permissible sound level limits as set forth in Table I.
 - b. Between the hours of 10:00 p.m. and 7:00 a.m. daily, impulsive sounds which occur four (4) or more times in any one (1) hour shall not exceed the permissible sound level limits as set forth in Table I, and impulsive sounds which occur less than four (4) times in any one-hour period shall not equal or exceed twenty (20) decibels above the permissible sound level limits as set forth in Table I.
 2. *Steady pure tones:* If the sound source under investigation is a mechanical device, excluding HVAC equipment on residential property, and is emitting a sound with a steady tonal quality which does not fluctuate more than plus or minus three (3) dBA, the permissible sound level limits in Table I shall be reduced by five (5) dBA.

(Ord. No. C-08-37, § 2, 7-15-08)

Sec. 17-7. Specific restrictions.

1. *Amplified sound.* No person shall cause, allow, or permit the operation of any amplified sound device from the following use districts or locations in the following manner:
 - a. *Residential use:*
 - i. Sound shall not be plainly audible for a period of one (1) minute or longer at a distance of twenty-five (25) feet or more when measured from the source property line between the hours of 10:00 p.m. and 7:00 a.m. daily.
 - ii. Sound shall not be plainly audible for a period of one (1) minute or longer at a distance of fifty (50) feet or more when measured from the source property line between the hours of 7:00 a.m. and 10:00 p.m. daily.
 - b. *Rights-of-way.* Sound shall not be plainly audible at a distance of twenty-five (25) feet or more from a motor vehicle or any other sound source.
 - c. *Special entertainment overlay district.* When measured at a distance of five (5) feet from the building, structure or establishment from which the sound is emanating:

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- i. *Sound shall not exceed:*
 1. Eighty-five (85) dBA or ninety-five (95) dBC Monday through Thursday from 12:00 p.m. to 12:00 a.m. the following day:
 2. Seventy (70) dBA or eighty (80) dBC Monday through Thursday from 12:00 a.m. to 2:00 a.m.
 3. Sixty-five (65) dBA or seventy-five (75) dBC Monday through Thursday from 2:00 a.m. to 12:00 p.m.
 - ii. *Sound shall not exceed:*
 1. Eighty-five (85) dBA or ninety-five (95) dBC Friday through Sunday and legal holidays (as provided by state law), from 12:00 p.m. to 1:00 a.m. the following day:
 2. Seventy (70) dBA or eighty (80) dBC Friday through Sunday and legal holidays (as defined by state law), from 1:00 a.m. to 3:00 a.m.
 3. Sixty-five (65) dBA or seventy-five (75) dBC Friday through Sunday and legal holidays (as defined by State law), from 3:00 a.m. to 12:00 p.m.
 - d. *Commercial, mixed-use, or industrial uses.* No person shall cause, allow, or permit the operation of any amplified sound device in such a manner that it exceeds the following sound level limits:
 - i. From 12:00 p.m. to 10:00 p.m. daily: sound levels shall not exceed sixty (60) dBC when measured within the premises of a complainant.
 - ii. From 10:00 p.m. daily to 12:00 p.m. the following day: sound levels shall not exceed fifty-five (55) dBC when measured within the premises of a complainant.
 - iii. Sound level limits in Table 1 shall apply when sound level measurements are taken outdoors at or within the property line of the complainant.
 2. *Animals.* Unless unreasonably provoked, it shall be unlawful for any person to own, keep, possess or maintain any domesticated animal which vocalizes (howls, yelps, barks, squawks, or other noise) and the vocalizing is plainly audible at or within the property line of the complainant; and:
 - a. The vocalizing is for more than five (5) minutes without interruptions, defined as an average of four (4) vocalizations per minute; or
 - b. The vocalizing is two (2) times or more per minute for twenty (20) consecutive minutes.
 3. *Commercial sanitation operations.* No person shall cause, allow, or permit the loading, unloading, opening or otherwise handling boxes, crates, containers, garbage cans, or recyclable containers, between the hours of 10:00 p.m. and 7:00 a.m. daily when such operations are conducted on a property located within two hundred fifty (250) feet of a residential use.
 4. *Construction:*
 - a. No person shall operate or cause to be operated any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys, or appurtenances thereto with sound-control devices less effective than those provided on the original equipment.
 - b. It shall be unlawful for any person to operate or cause to be operated equipment for the aforementioned uses Monday through Saturday before 8:00 a.m. or after 7:00 p.m. and Sunday before 10:00 a.m. or after 7:00 p.m., except for public works transportation projects that are approved pursuant to section 17-9.
 5. *Emergency generators:*

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- a. Testing of generators shall be conducted for the minimum duration and at the minimum frequency recommended by the manufacturer, but in no case shall said testing exceed one (1) hour in any one (1) day.
 - b. Testing shall only be conducted between the hours of 10:00 a.m. and 7:00 p.m. daily.
 - c. The sound emissions from generators shall not exceed sixty-eight (68) dBA when measured at a distance of twenty-three (23) feet from the generator.
 - d. When the generator is located on the same parcel as the complainant, the indoor sound level limits in Table 1 shall apply.
6. *Heating, ventilation, and air conditioning (HVAC) equipment on residential property.* No person shall operate or cause to be operated any HVAC equipment on residential property which exceeds forty (40) dBA between the hours of 10:00 p.m. and 7:00 a.m. daily when measured within the premises of a complainant.
 7. *Landscaping and yard maintenance power tools or motorized equipment.* No person shall operate or cause to be operated any landscaping or yard maintenance power tools or motorized equipment Monday through Friday before 7:00 a.m. or after 7:00 p.m. in nonresidential areas, Monday through Friday before 8:00 a.m. or after 7:00 p.m. in residential areas, and Saturday and Sunday before 8:00 a.m. or after 6:00 p.m. in any portion of the city. No person shall operate or cause to be operated any landscaping or yard maintenance power tools or motorized equipment or appurtenances thereto with sound-control devices less effective than those provided on the original equipment.
 8. *Motorboat.* No person shall operate or cause to be operated any motorboat in any lake, river, stream, or other waterway which is not muffled pursuant to F.S. § 327.65.
 9. *Motor vehicles, motorcycles, mopeds and motorized scooters.* No person shall cause a rapid throttle advance (revving) of an internal combustion engine resulting in a noise disturbance.

(Ord. No. C-08-37, § 2, 7-15-08 ; Ord. No. C-22-11 , § 2, 4-5-22)

Sec. 17-8. Exemptions.

The following are exemptions to this chapter:

1. Construction operations between 8:00 a.m. and 7:00 p.m., Monday through Saturday and between 10:00 a.m. and 7:00 p.m. on Sunday for which building permits have been issued, or construction operations not requiring permits due to the scope of work or ownership of the project by an agency of government; providing all equipment is operated in accordance with its manufacturers' specifications, uses as standard equipment its manufacturers' mufflers and noise-reducing equipment, and is in proper operating condition.
2. Emergency energy release devices.
3. Facility-wide warning devices.
4. Back-up alarms so long as they are self-adjusting to ambient sound levels and meet the requirements of OSHA standards.
5. Noises arising from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency.
6. Noise caused in the performance of emergency work, at the site of the emergency, for the immediate safety, health or welfare of the community or individuals of the community or to restore property to a safe condition.
7. All noises coming from the normal operations of an aircraft.

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8. Motor vehicles, mopeds, or motorized scooters as defined herein and muffled in accordance with state law.
 9. Vessels operated on the waterways within the city limits which are muffled pursuant to F.S. § 327.65, as may be amended from time to time.
 10. Impulsive sound resulting from the controlled detonation of explosives at quarries and construction sites.
 11. Sanitation operations which include the unloading, emptying or collection of any waste or recyclable container between the hours of 7:00 a.m. and 10:00 p.m. daily.
 12. The sound emissions of emergency generators shall be exempt when there is loss of power for any cause other than non-payment of utility services. The testing of emergency generators shall be conducted pursuant to section 17-7(e).
 13. Landscaping and yard maintenance power tools or motorized equipment between 7:00 a.m. and 7:00 p.m. Monday through Friday in nonresidential areas, Monday through Friday between 8:00 a.m. and 7:00 p.m. in residential areas, and between 8:00 a.m. and 6:00 p.m. Saturday and Sunday in any portion of the city. Notwithstanding the preceding sentences, no person shall operate or cause to be operated any landscaping or yard maintenance power tools or motorized equipment or appurtenances thereto with sound control devices less effective than those provided on the original equipment.

(Ord. No. C-08-37, § 2, 7-15-08 ; Ord. No. C-22-11 , § 3, 4-5-22)

Sec. 17-9. Construction of large public works transportation projects.

- (a) When a public transportation project that cannot reasonably be constructed within the noise limitations set forth in Chapter 17, is to be constructed and the project is one that substantially impacts vehicular or vessel traffic for a period of time that exceeds one hundred eighty (180) days, the city commission may determine that special circumstances exist and approve a noise management plan that establishes project-specific noise regulations, which will apply instead of the other regulations contained herein.
- (b) Consideration of an application for relief from the requirements of Chapter 17 of the Code of Ordinances of the City of Fort Lauderdale shall be initiated by filing an application for approval by the public entity wishing to construct the transportation improvement, with the city engineering division. An application shall include a noise management plan that shall include the following elements:
 - (1) A conceptual site plan showing the size and location of all structures and infrastructure improvements to be constructed under the proposed project;
 - (2) A legal description of the property where the project is occurring;
 - (3) A description of the need for the public improvement;
 - (4) A description of the economic and environmental impact on the area as a result of improvement;
 - (5) A description of the noise regulation(s) from which relief is necessary in order to construct the improvement and a description of the proposed regulations that the project shall meet during construction;
 - (6) A description of the anticipated noise impact of the construction on adjacent properties;
 - (7) A description of how the noise management plan mitigates negative impacts that might occur;
 - (8) A description of the continuous noise-monitoring program proposed for the construction period, which measure noise levels as well as makes an audio recording of the noise;
 - (9) The results of a baseline ambient, A-weighted sound levels noise study, in the project area of continuous duration, at monitoring sites, said study to be previously approved by the city engineer;

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- (10) A description outlining the resources of the applicant to monitor noise and implement the noise management plan, which shall include the identification of noise control officers; and
 - (11) An estimate of the cost and time savings that will result from the adoption of the noise management plan.
 - (c) The application shall be reviewed by the city department responsible for review of development permits for a determination that the application is complete and then forwarded when complete to the development review committee (DRC). After review and comments by the DRC, the application shall be forwarded to the city commission.
 - (d) The city commission shall hold one (1) public hearing to consider a resolution approving the noise management plan and shall provide notice of hearing to owners of property within three hundred (300) feet of the boundaries of the public works transportation project. For purposes of notification, the owners shall be considered to be the names shown on the property appraiser's tax rolls as such are known by the city. Except as otherwise required by law, condominium, cooperative and time-share associations shall be notified as one entity and that entity shall be responsible for notifying individual owners or members of their association. The notice shall be mailed to the address shown at least ten (10) days before the date of the hearing.
 - (e) The city commission may approve, or approve with conditions, the noise management plan based on the following findings:
 - (1) There is a need for the public works transportation project and the project is of such large size and that its duration is for more than one hundred eighty (180) days such that special circumstances exist.
 - (2) On-site improvements have been incorporated into the noise management plan that minimize the impact of construction noise.
 - (3) The noise management plan represents a viable and cost-effective plan that balances the need for the public improvement to be constructed in a reasonable period of time versus the noise to be produced and hours of construction, which impact adjacent properties.
 - (4) Off-site or on-site conditions exist that reduce the noise impact if any, and to the extent possible, the noise management plan utilizes those conditions.
 - (5) That the noise management plan provides for the continuous monitoring of noise during the project construction period, the data from which shall be provided to the city by a direct, real-time, hook-up between city and applicant's computer system in a computer readable format, compatible with the city's noise monitoring system.
 - (f) Any person involved with a public entity transportation construction project who has been convicted of violating any of the terms or conditions of an approved noise management plan, by a court of competent jurisdiction, may be cause for the city commission to revoke such public entity's noise management plan. Upon such a conviction, the city manager may place on the city commission agenda the matter of revoking the plan. After consideration of the matter and allowing representatives of the public entity to be heard, the city commission by resolution may revoke or place conditions upon the noise management plan. The factors to be considered by the city manager and the city commission shall include the number and seriousness of the specific noise management plan violations of which a person involved with the public entity's project has been convicted of violating, whether the penalty imposed pursuant to the conviction has been satisfied, whether the public entity has made modification to its operations to conform to the requirements of the noise management plan and based on the foregoing criteria, the danger to the health, safety, and welfare of the public due to continued operation by the public entity pursuant to its noise management plan.

(Ord. No. C-08-37, § 2, 7-15-08)

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(Supp. No. 61)

Sec. 17-10. Construction of large or complex projects (transportation and non-transportation); exemption for time to comply.

- (a) Upon good cause shown by the owner of any noise source, the city manager shall have the power to grant a special permit, which provides an exemption from the provisions of section 17-7(4) of the Noise Control Ordinance in order to allow sufficient time for the installation of necessary materials, equipment, facilities, or modifications necessary for construction as certified by the Building Official.
- (b) Approval of the special permit shall be based upon cases of necessity or in the interest of public health, safety and convenience. In the issuance of such permit(s), the city manager shall weigh all facts and circumstances and shall determine whether the reasons given for the necessity are valid and reasonable, whether the public health, safety and convenience will be protected or better served by granting the permit requested, and whether the manner and amount of loss or inconvenience to the party in interest imposes a significant hardship upon such party.
 - (1) A thirty (30) day special permit may be granted but shall not authorize construction sound between the hours of 11:00 p.m. and 6:00 a.m., unless specifically granted by the city manager, with one (1) fifteen (15) day extension for a total not to exceed forty-five (45) days.
 - (2) When located within a Regional Activity Center Land Use Designation, the City Manager may extend the special permit beyond forty-five (45) days, as specified above, if it is found that granting such extension is will ensure reduced overall impacts of construction on neighboring properties but shall not authorize construction sound between the hours of 10:00 p.m. and 7:00 a.m. Monday through Saturday and between the hours of 7:00 p.m. and 10:00 a.m. on Sunday. When an extension is requested by an applicant a specific narrative outlining such reduced impacts to neighboring properties and surrounding areas shall be included with the application. This narrative shall include, but shall not be limited to the following:
 - a. Reduction to traffic impacts.
 - b. Overall reduction in construction timelines with specific dates by comparison to timelines for construction under the construction times provided in Section 17-7-4.
 - c. Specified activities that will occur during this special permit shall be listed with specific time of activities included.
 - (3) Special permit(s) shall be for a specific period and shall include a start date and a finish date. Each specific period shall require a special permit.
 - (4) A notice measuring at least 16" x 20" with two (2) inch letters must be posted in at least two (2) places on the perimeter of the construction site during the life of the permit describing the activity, purpose, hours and dates for the special permit.
 - (5) Nothing in the special permit shall imply multiple periods or multiple construction sites or projects.
 - (6) Appropriate Maintenance of Traffic (MOT) agreements must also be submitted or included with any special permit request.
 - (7) The City Manager may revoke such special permit if it is found that a violation of the special permit has occurred or if he/she finds the permit no longer serves the interests of public health, safety or convenience as stated herein.
 - (8) The city manager may refer approval of a special permit to the city commission.
- (c) The City Commission may authorize additional special permit extensions of time beyond the authority of the City Manager through adoption of a resolution upon a showing of good cause when it is demonstrated the

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special permit is in the best interests of public health, safety, and convenience. The City Commission may revoke such special permit if it is found that a violation of the special permit has occurred or if it is found that the special permit no longer serves the interest of the public health, safety, and convenience.

(Ord. No. C-18-18 , § 1, 8-21-18; Ord. No. C-20-37 , § 1, 11-5-20; Ord. No. C-21-08 , § 2, 3-2-21)

Editor's note(s)—(Ord. No. C-18-18 , § 1, adopted August 21, 2018, amended § 17-10 in its entirety to read as herein set out. Former § 17-10, pertained to construction of large projects; noise management plan; exemption for time to comply, and derived from Ord. No. C-08-37, § 2, 7-15-08 .

AGENDA ITEM REPORT



To:

Subject: Implementation of Enhanced Security Measures at Town Hall

Meeting: 11 27 2023 WORKSHOP COMMISSION MEETING - Nov 27 2023

Department: Administrative

Staff Contact: Geoffrey Jacobs, Commissioner

BACKGROUND INFORMATION:

Current Situation:

In light of increasing concerns about public safety and the need to ensure a secure environment for both the public and employees at the Pembroke Park Town Hall, this proposal outlines the necessity, scope, and potential implementation of enhanced security measures. The Municipal Government Building, as the epicenter of local governance and public service, is a hub for a wide range of activities, including public meetings, administrative functions, and community events. While this facilitates a dynamic civic environment, it also presents security challenges. The current security protocols do not adequately address the diverse and evolving risks associated with public buildings.

Proposed Security Enhancements:

- **Entry Point Security:** Installation of metal detectors at all public entrances to screen for weapons and other prohibited items.
- **Surveillance Systems Upgrade:** Enhancing existing CCTV systems with modern digital surveillance technology, enabling wider and more detailed coverage.
- **Security Personnel:** Employing trained security personnel to monitor entry points and conduct patrols within the building.
- **Emergency Response Protocols:** Developing and regularly updating emergency response plans, including active shooter scenarios, natural disasters, and medical emergencies.
- **Public Awareness and Training:** Conducting regular security awareness programs for staff and visitors, and holding emergency drills.
- **Coordination with the Town's Law Enforcement:** Establishing a direct line of communication and collaboration with police for rapid response and support.

Benefits:

- **Enhanced Public Safety:** Increased security measures will ensure the safety of citizens, employees, and officials within the building.

- Deterrence of Criminal Activities: Visible security measures serve as a deterrent to potential criminal or disruptive actions.
- Emergency Preparedness: Improved readiness to respond to emergencies effectively.
- Public Confidence: Enhanced security will instill greater public trust in their safety when visiting the municipal building.

The proposed enhancements to the security infrastructure of the Pembroke Park Town Hall are crucial for safeguarding our community's well-being and maintaining public trust in local governance. Your support in this initiative will be a significant step toward ensuring a safer and more secure environment for all.

FINANCIAL IMPACT:

The initial cost of implementing these security measures will require an investment in equipment, personnel, and training. Funding options can include municipal funds, state or federal grants, and public-private partnerships.

RECOMMENDATION:

Implementation of Enhanced Security Measures at Town Hall

AGENDA ITEM REPORT



To:

Subject: Staff Meetings - Update

Meeting: 11 27 2023 WORKSHOP COMMISSION MEETING - Nov 27 2023

Department: Administrative

Staff Contact: Geoffrey Jacobs, Commissioner

BACKGROUND INFORMATION:

I must clarify a previous statement where I referred to them as "Free for all Fridays"; this was an error on my part. These meetings, as organized by the Town of Pembroke Park, were officially known as "Staff Meetings" and took place on Fridays. Attendees typically included supervisors, managers, directors, and an IT contractor. Expenses for these meetings were charged to either the former town clerk's or the former town manager's purchase card, as evident from the card statements. Venues for these "Staff Meetings" varied, with TGI Fridays and El Tamarendo in Hallandale Beach being among the locations used. It's important to note that the information previously provided to the commission contradicts these facts and you should take the time to seek the truth for yourselves.

FINANCIAL IMPACT:

Undetermined

POLICY IMPLICATIONS:

Fraud, Waste, and Abuse, Internal Mismanagement

RECOMMENDATION:

Internal Policy Changes - Discussion Item

	Status:
Jacobs Horowitz, Interim Town Attorney	Approved - Nov 17 2023
Aleem Ghany, Public Services Director	Pending
Marlen Martell, Town Clerk	None

City Clerk
TPPFL.gov
Town of Pembroke Park

I have recently learned of an item up for discussion today, Monday, November 27, 2023 at a special commission meeting of the Town Of Pembroke Park. I would like to state that the allegation made that there was some kind of a Friday free-for-all paid for by the town was never the case. We had staff meetings that began at 10 AM every Friday. sometimes those meetings lasted, four hours or more. When that occurred periodically, we would order in lunch. There were other times sporadically that commissioners attended the meetings. Only one commissioner at a time was allowed in the meetings in order to avoid the sunshine clause. When that commissioner had additional work, asking of staff, they would invite staff to lunch. This invitation would happen by order of a commissioner and certainly not by staff. . In every case, whatever the expense was, it was approved by the total commission at the following commission meeting. These were working meetings and not “ free for alls” as stated by Commissioner Jacobs.

When Commissioner Clark invited Department Heads to lunch, he would pay out of his own pocket. If I invited a staff member to join us, I would pay out of my own pocket as well. However when certain Commissioners moved the meeting to a restaurant, of their choice, they would ask the City Clerk or myself to put it on the Town’s credit card. This was always presented to the town Commission for approval at the next official meeting.

This was not a regular happening as is implied in your agenda item. It would happen periodically as noted above. When regular staff meetings ended at 12 or even 1 pm everyone went their own way and paid for their own lunch. Sometimes here were special occasions that were paid by the Town that included everyone and not just Department heads. No “ free for all” ever happened.

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Dr. Robert Levy