



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, February 10, 2021
Virtual Meeting

Page

1. VIRTUAL INSTRUCTIONS

NOTICE IS HEREBY GIVEN that the Town Commission of the Town of Pembroke Park, Florida, will hold a "Virtual" Regular Commission Meeting utilizing communications media technology ("CMT"), in accordance with Emergency Ordinance 2020-009, dated November 10, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID- 19)

REGULAR COMMISSION MEETING

Wednesday, February 10, 2021 7:00 PM - 12:00 AM (EST)

You can dial in using your phone.

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(571\) 317-3129](tel:+15713173129)

Access Code: 353-155-277

Two hours prior to the meeting you can submit a text or voicemail at (954) 707-9820. Any member of the public wishing to comment publicly on any matter, including on items on the agenda, may submit their comments by email to the Town Clerk at townclerk@tppfl.gov.

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

6. PRESENTATIONS / PROCLAMATIONS

7. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

8. CONSENT AGENDA

8.1. Approval of Minutes - Town Clerk Martell

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[12 17 2020 Hearing Examiner Meeting](#)

[01 13 2021 Regular Commission Meeting](#)

[01 27 2021 Workshop Commission Meeting](#)

8.2. Bills Over \$500 - Interim Finance Director Taubenfeld

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[Bills Over \\$500 REVISED February 10th 2021](#)

8.3. Bank Balances - Interim Finance Director Taubenfeld

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[Finance Bank Balances - Jan 27 2021 Meeting](#)

8.4. Revenue & Expense Summary as of December 2020 - Interim Finance Director Taubenfeld

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[Finance REVISED December- 2020 Revenue Expenditures](#)

8.5.	Credit Card Merchant Agreement - Interim Finance Director Taubenfeld Agenda Item Report - AIR-21-003 - Pdf	30
8.6.	Requesting Commission Approval to sign Lease Purchase Agreement with Dell Financial Services - Interim Finance Director Taubenfeld RESOLUTION NO. 2021-007 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH DELL FINANCIAL SERVICES, INC. FOR THE LEASE/PURCHASE OF COMPUTER HARDWARE; AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE. 2021-007 Dell Agenda Item Report - AIR-21-008 - Pdf Finance Lease Purchase Agreement - Dell	31 - 40
8.7.	Secure Signatures for new Financial Software - Interim Finance Director Taubenfeld Agenda Item Report - AIR-21-009 - Pdf Secured Signature Form	41 - 43
8.8.	FPL LED Conversion Opportunity for the Town of Pembroke Park - Interim Public Services Director Jacques Agenda Item Report - AIR-21-005 - Pdf	44 - 62
8.9.	Outcome of MPO Land Appraisal Report for County Line at SW 52nd and 56th Avenues (Sidewalks & Drainage Projects) - Commissioner Clark, Interim Public Services Director Jacques, Project Manager Woodbury Agenda Item Report - AIR-21-007 - Pdf	63 - 200
8.10.	Second Amendment to and Restatement of the Transportation System Surtax Interlocal Agreement (ILA) - Town Attorney Anderson TA 2nd Amendment to ILA - (01.08.21) Final with exhibits	201 - 247
8.11.	Newsletter Printing and Mailing - Town Manager Jimenez TM Newsletter Newsletter Broward Printing Newsletter Lazer Light Litho Newsletter Savquick printing Newsletter TT&S printing	248 - 252

9. RESOLUTIONS

- 9.1. Development Application Fee Schedule - Town Attorney Anderson, Town Planner Siegel 253 - 266

Resolution 2021-004

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ESTABLISHING A SCHEDULE OF FEES FOR CERTAIN DEVELOPMENT APPLICATIONS WITHIN THE TOWN OF PEMBROKE PARK**, PURSUANT TO THE CODE OF ORDINANCES OF THE TOWN OF PEMBROKE PARK, FLORIDA, SECTIONS 10-57, 13.5-75, 20-1, 20-24, 21-71, 23-1, 28-71, 28-85.1, 28-188.2, and 28-214; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

[2021-004 Fee Schedule](#)

[Development Application Fee Schedule Agenda Item Report - AIR-21-011 - Pdf](#)

[FEE RESOLUTION 2021 FEBRUARY](#)

[Exhibit A Development Application Fee Schedule February 2021](#)

[Development Applications Fee Comparison](#)

10. ORDINANCES 1ST READING

- 10.1. Code updates to allow costs associated with processing development applications - Town Attorney Anderson, Town Planner Siegel 267 - 307

Ordinance No. 2021-003

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ALLOWING THE TOWN TO CHARGE COSTS ASSOCIATED WITH PROCESSING DEVELOPMENT APPLICATIONS TO THE APPLICANT**; IN FURTHERANCE THEREOF, AMENDING THE TOWN OF PEMBROKE PARK CODE SECTIONS 10-57, 13.5-75, 20-1, 20-24, 21-71, 23-1, 28-71, 28-85.1, 28-188.2, and 28-214; DELETING SECTIONS 10-58, 20-22, 23.2, 23.3, 23.4, 23.5 AND 28.72 OF THE TOWN CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

[2021-003 Fee Ordinance](#)

[Development Application Fees Code Amendments - Pdf fee ordinance 2021](#)

11. ORDINANCES 2ND READING - PUBLIC HEARING

- 11.1. 2nd Reading Ordinance No. 2021-001 Special Magistrate Ordinance - 308 - 315
Town Attorney Anderson, Building Official Nunez
ORDINANCE NO. 2021-001
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 7, ARTICLE I OF THE PEMBROKE PARK CODE OF ORDINANCES TO ALLOW FOR A SPECIAL MAGISTRATE TO PRESIDE OVER CODE ENFORCEMENT CASES;** PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.
[2021-001 Special Magistrate Ordinance](#)
- 11.2. 2nd Reading Ordinance No. 2021-002 - Zoning Modification - Town 316 - 400
Planner Miller, Town Attorney Anderson
ORDINANCE NO. 2021-002
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **MODIFYING A VARIANCE GRANTED IN 2001 RELATING TO A PORTION OF LOT 2, BLOCK 13, IN SECTION 23, TOWNSHIP 51 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 13, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES;** SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.
[2021-002 REVISED modification](#)
[Planner 2350 SW 30th AVENUE 1](#)
[Planner 2350 SW 30th AVENUE 2](#)
[MM Ordinance 02 02 01](#)
[MM 2350 SW 30 Ave Var Use List Ex A Option 1 Aug 2020](#)
12. NEW BUSINESS
- 12.1. Muse-Salter Settlement and Release Agreement - Town Attorney 401 - 406
Anderson
[2021-005 MUSE SALTER RESO SETTLEMENT](#)
- 12.2. Wide Format Scanner for the Building Department - IT Director Pakula 407
[Town of Pembroke Park - WT36](#)

- 12.3. Discussion of Appointing Members for the Planning and Zoning Board - 408 - 416
Town Manager Jimenez, Town Planner Siegel
RESOLUTION NO. 2021-006
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPOINTING MEMBERS TO THE PLANNING AND ZONING BOARD** OF THE TOWN OF PEMBROKE PARK, FLORIDA; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[2021-006 Board Appointments](#)
[David Roach app.](#)
[Edward Maley app.](#)
[Tamar Benadi app.](#)
[Ellen Roach app.](#)
[Gary Schrader app.](#)
[Robert Janzer](#)
- 12.4. Public Records Request Policy - Town Clerk Martell 417 - 422
RESOLUTION NO. 2021-008
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ESTABLISHING A PUBLIC RECORDS REQUEST POLICY**; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.
[TPP Public Records Request policy](#)
[2021-008 Public Request Records Policy](#)
- 12.5. GIS SOFTWARE - IT Director Pakula 423 - 445
[Agenda Item Report - AIR-21-012 - Pdf](#)
[InterDev.003932.v1.48 FINAL 2-2-21](#)
[Esri one Time Fee](#)
[ArcGIS Online Creator](#)
[Memorandum sole source](#)
- 12.6. Awarding RFP 21-02 Professional Engineering Design for SW 25th 446
Street & Vicinity Drainage Improvements Funds from FEMA's Hazard Mitigation Grant Program (HMGP), A Federally Funded Project - Interim Finance Director Taubenfeld, Interim Public Services Director Jacques
[RFP 2021-002 Committee Recommendation](#)
- 12.7. Workshop to set the Town Commission Vision and Goals - Town Manager Jimenez
- 12.8. Legislative Budget Request for the Police Department - Mayor Jacobs, 447 - 463
Town Manager Jimenez, Town Lobbyist Sigerson, Town's Grant Contrator Wood-Carper
[Police Start -Up Senate Funding Request](#)
[Police Start-up Pembroke Park House APR Fillable Form FY 2021-22](#)
- 12.9. Purchase of Police Cars - Mayor Jacobs, Town Manager Jimenez 464 - 526
[Police Car Proposals](#)
[Police Proposals 2](#)

- 12.10. Police Department Budget - Mayor Jacobs, Town Manager Jimenez 527 - 543
[Police Presentation by JC](#)
13. OLD BUSINESS
- 13.1. Discussion of Interim Police Chief salary and start date - Mayor Jacobs, HR Director Menegazzo 544 - 546
RESOLUTION NO. 2021-003
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPOINTING DAVID HOWARD AS THE TOWN OF PEMBROKE PARK INTERIM CHIEF OF POLICE CONTINGENT UPON THE TOWN ESTABLISHING THE TOWN'S OWN POLICE DEPARTMENT AND CONTINGENT UPON DAVID HOWARD MEETING EMPLOYMENT AND CERTIFICATION CRITERIA; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**
[2021-003 REVISED Interim Chief Howard](#)
- 13.2. MWI Pumps Oil to Water Lube Conversion - Interim Public Services Director Jacques 547 - 551
[PS Pumps](#)
[PS Memo Justi MWI Pump Mod](#)
14. DISCUSSION
- 14.1. Public Works Update - Vice Mayor Cohen
- 14.2. Agro-Eco Agreements - Commissioner Clark, Town Attorney Anderson, Interim Public Services Director Jacques 552 - 553
Logan/Sierra Club
[Logan Agro-Eco](#)
- 14.3. Right of way Countyline Road - Commissioner Clark, Town Manager Jimenez, Town Planner Siegel, Planner Miller
15. ATTORNEY REPORTS
16. TOWN MANAGER REPORTS
17. COMMISSION REPORTS
Commissioner Clark
Clerk Commissioner Dieuveille
Vice Mayor Cohen
Mayor Jacobs
18. ANNOUNCEMENTS
Hearing Examiner Meeting, February 18, 2021 at 5:00 PM
Workshop Meeting, February 24, 2021 at 6:00 PM
Regular Commission Meeting, March 10, 2021 at 7:00 PM
19. 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 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

Hearing Examiner Meeting

Commission Chambers

3152 SW 52 Avenue

Pembroke Park, FL 33023

Thursday December 17, 2020

5:00 PM

Town Attorney Melissa P. Anderson

Town Clerk Marlen D. Martell

Finance Director Harry Taubenfeld

IT Director Mark Pakula

Assistant to the Town Clerk Suzi Reutlinger

Town Planner Mike Miller

HEARING EXAMINER MEETING MINUTES

VIRTUAL MEETING INSTRUCTION

NOTICE IS HEREBY GIVEN that the Town Commission of the Town of Pembroke Park, Florida, will hold a "Virtual" Special Meeting utilizing communications media technology ("CMT"), in accordance with Governor Ron DeSantis' Executive Order No. 20-69, dated March 20, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID- 19).

DATE: Thursday December 17, 2020

TIME: 5:00 P.M.

Town Hall is closed to the public.

Public access to this virtual meeting can be accomplished as follows:

You can dial in using your phone.

United States (Toll Free): 1 866 899 4679

United States: +1 (571) 317 3116

Access Code: 644-628-429

During the meeting you can submit a text or leave a message at (954) 707-9820

Any member of the public wishing to comment publicly on any matter, including on items on the agenda, may submit their comments two hours prior to the meeting by email to the Town Clerk at townclerk@tppfl.gov.

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All comments submitted by email that, if read orally, are limited to three minutes or less and shall be read into the record. All comments submitted by email shall be made a part of the public record. If any member of the public requires additional information about this Town Commission meeting or has any questions about how to submit a public comment at the meeting, please contact:

Marlen D. Martell, Town Clerk
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023
954-966-4600, ext: 235
townclerk@tppfl.gov

TOWN OF PEMBROKE PARK NOTICE OF VARIANCE MODIFICATION HEARING

NOTICE IS HEREBY GIVEN to all parties that the Town of Pembroke Park, Broward County, Florida, is conducting a Virtual Public Hearing on December 17th, 2020, at 5 p.m. to consider a petition requesting a modification ("Variance Modification") to a variance granted in 2002 (the "2002 Variance") for a property located at 2350 SW 30 Avenue in Pembroke Park Florida. To GOTOMEETING address for the virtual hearing is: <https://global.gotomeeting.com/join/644628429>. The Variance Modification requests the 2002 Variance be amended to allow additional uses other than "Antique Store" at the Property.

The Variance Modification may be viewed and inspected by the public online at: </Portal/MeetingInformation.aspx?Org=Cal&Id=290> All interested parties may appear at the Variance Modification Hearing and be heard with respect to the requested Variance Modification. All interested parties please take due notice of the time and date of the and govern yourselves accordingly.

Any person who decides to appeal the decision of the Hearing Examiner with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS VIRTUAL MEETING MAY CALL THE TOWN CLERK'S OFFICE AT 954.966.4600 AT LEAST 2 CALENDAR DAYS PRIOR TO THE MEETING.

TOWN OF PEMBROKE PARK

By: /s/Melissa P. Anderson

MELISSA P. ANDERSON, Town Attorney

CALL TO ORDER at 5:11 PM.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE: None

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Town of Pembroke Park
Hearing Examiner Meeting
December 17, 2020

VARIANCE MODIFICATION

Mike Miller spoke on record

Harry Hippler spoke on record

ATTORNEY COMMENTS: None

ANNOUNCEMENTS:

1st Reading is scheduled January 13, 2021

2nd Reading is scheduled for February 10, 2021

ADJOURNMENT:

Meeting adjourned at 5:41pm

Commission approved on: _____

ATTEST:

(SEAL)

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

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Town of Pembroke Park
Hearing Examiner Meeting
December 17, 2020

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

Regular Commission Meeting

Commission Chambers

3152 SW 52 Avenue

Pembroke Park, FL 33023

Wednesday, January 13, 2021

7:00 PM

Mayor Geoffrey Jacobs

Vice Mayor Georgina A. Cohen

Clerk Commissioner Reynold Dieuville

Commissioner Howard Clark

Town Manager JC Jimenez

Town Attorney Melissa P. Anderson

Town Clerk Marlen D. Martell

VIRTUAL WORKSHOP COMMISSION MEETING MINUTES

VIRTUAL MEETING INSTRUCTION

NOTICE IS HEREBY GIVEN that the Town Commission of the Town of Pembroke Park, Florida, will hold a “Virtual” Special Meeting utilizing communications media technology (“CMT”), in accordance with Governor Ron DeSantis’ Executive Order No. 20-69, dated March 20, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID- 19).

DATE: Wednesday January 13, 2021

TIME: 7:00 P.M.

Town Hall is closed to the public.

Public access to this virtual meeting can be accomplished as follows:

You can dial in using your phone.

United States (Toll Free): 1 866 899 4679

United States: +1 (571) 317-3116

Access Code: 826 209 941

During the meeting you can submit a text or leave a message at (954) 707-9820

Any member of the public wishing to comment publicly on any matter, including on items on the agenda, may submit their comments two hours prior to the meeting by email to the Town Clerk at townclerk@tppfl.gov.

All comments submitted by email that, if read orally, are limited to three minutes or less and shall be read into the record. All comments submitted by email shall be made a part of the public

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record. If any member of the public requires additional information about this Town Commission meeting or has any questions about how to submit a public comment at the meeting, please contact:

Marlen D. Martell, Town Clerk
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023
954-966-4600, ext: 235
townclerk@tppfl.gov

CALL TO ORDER by Mayor Jacobs at 7:04 PM.

ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 7:04 pm by Mayor Jacobs. Present at the meeting were Mayor Jacobs; Vice Mayor Cohen; Clerk Commissioner Reynold Dieuveille; Commissioner Clark.

Additional staff in attendance via telephone were: Town Manager JC Jimenez, Town Attorney Melissa P. Anderson; Town Clerk Marlen D. Martell; Assistant Finance Director Harry Taubenfeld; Assistant to the Town Clerk Suzi Reutlinger; Assistant to the Commissioners Joy Brown ; Administrative Assistant to the Town Manager Dierdre Davis; Chief Code Officer Jeffrey Louis; Interim Building Official Miguel Nunez; Building Administrative Assistant Lucy Manzerolle; Consultant Planner Michael Miller; BTR/Billing Michelle Grooms, IT Director Mark Pakula, HR Director Yolanda Menegazzo and other staff.

PLEDGE OF ALLEGIANCE led by Commission.

ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA.

ADDITIONS:

Surplus Equipment
Appropriation Submittal

DELETIONS:

15.1 Neighborhood Improvement Program
10.3 Contract designation of Interim Police Chief David Howard

MOTION TO ADOPT THE MODIFIED AGENDA MADE BY COMMISSIONER CLARK,
SECONDED BY VICE MAYOR COHEN. **MOTION PASSED 4-0.**

PRESENTATIONS/ PROCLAMATIONS

6.1 Senator Jones would like to present his legislative agenda and updates on the Town's appropriations request

THE SENATOR WILL PRESENT AT THE NEXT MEETING.

PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

DAVID ROACH FROM DALE VILLAGE SPOKE ON RECORD

DICK SPOTH SPOKE ON RECORD

CONSENT AGENDA

8.1 Approval of Minutes - Town Clerk Martell

10 28 2020 Workshop Commission Meeting

12 09 2020 Regular Commission Meeting

12 09 2020 Pension Board Meeting

12 21 2020 Workshop Commission Meeting

8.2 Bills Over \$500 – Interim Finance Director Taubenfeld

8.3 Decorative Light Pole Replacement on SW 30th Avenue - Interim Public Services Director Jacques

8.4 Street light pole replacement - Interim Public Services Director Jacques, Project Manager Woodbury

8.5 Salvage Equipment - small dump truck - Interim Public Services Director Jacques

8.6 Town logo and seals - Interim Public Services Director Jacques, Project Manager Woodbury

8.7 Survey Services for ADA restrooms - Interim Public Services Director Jacques

8.8 Building wiring quote - IT Director Pakula

MOTION TO ADOPT THE CONSENT AGENDA MADE BY COMMISSIONER CLARK,
SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSED 4-0**

ZONING MODIFICATION ORDINANCE - 2ND READING ON FEBRUARY 10TH

9.1 1st Reading Ordinance No. 2021-002 - Zoning Modification - Town Planner Miller, Town Attorney Anderson

ORDINANCE NO. 2021-002

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **MODIFYING A VARIANCE GRANTED IN 2001 RELATING TO A PORTION OF LOT 2, BLOCK 13, IN SECTION 23, TOWNSHIP 51 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK B,**

3

PAGE 13, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

JEREMY SHIR SPOKE ON RECORD

MOTION TO APPROVE MM 2350 SW 30 AVE VAR USE LIST EX A OPTION 1 AUG 2020 ORDINANCE 2021-002 MADE BY COMMISSIONER CLARK, SECONDED BY VICE MAYOR COHEN. **MOTION PASSED 4-0.**

HUMAN RESOURCES

10.1 Hiring Miguel Nunez as Building Official - Town Manager Jimenez, HR Director Menegazzo

RESOLUTION NO. 2021-001

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPOINTING MIGUEL NUNEZ AS THE TOWN OF PEMBROKE PARK BUILDING OFFICIAL;** SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

MOTION TO ADOPT RESOLUTION 2021-001 MADE BY COMMISSIONER CLARK, SECONDED BY VICE MAYOR COHEN. **MOTION PASSED 4-0.**

10.2 Town Planner salary and start date - Town Manager Jimenez, HR Director Menegazzo

RESOLUTION NO. 2021-002

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPOINTING HEIDI SIEGEL AS TOWN PLANNER; PROVIDING FOR TOWN PLANNER'S COMPENSATION;** SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

MOTION TO ADOPT RESOLUTION 2021-002 MADE BY COMMISSIONER CLARK, SECONDED BY VICE MAYOR COHEN. **MOTION PASSED 4-0.**

10.3 Contract designation of Interim Police Chief David Howard - Mayor Jacobs, Town Attorney Anderson

RESOLUTION NO. 2021-003

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPOINTING DAVID HOWARD AS THE TOWN OF PEMBROKE PARK INTERIM CHIEF OF POLICE CONTINGENT UPON THE TOWN ESTABLISHING THE TOWN'S OWN POLICE DEPARTMENT AND CONTINGENT UPON DAVID HOWARD MEETING EMPLOYMENT AND CERTIFICATION CRITERIA;** SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

ITEM REMOVED

11. RESOLUTIONS - NONE

12. ORDINANCES

12.1 1st Reading Ordinance No. 2021-001 Special Magistrate Ordinance - Town Attorney Anderson, Interim Building Official Nunez

Second Reading on February 10th

ORDINANCE NO. 2021-001

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 7, ARTICLE I OF THE PEMBROKE PARK CODE OF ORDINANCES TO ALLOW FOR A SPECIAL MAGISTRATE TO PRESIDE OVER CODE ENFORCEMENT CASES**; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

MOTION TO ADOPT ORDINANCE 2021-001 MADE BY COMMISSIONER CLARK, SECONDED BY VICE MAYOR COHEN. **MOTION PASSED 4-0.**

13.1 2ND READING ORDINANCE - PUBLIC COMMENT

2nd Ordinance Reading

ORDINANCE NO. 2020-007 - Town Attorney Anderson

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA **RELATING TO CHAPTER 2, ADMINISTRATION; AMENDING ARTICLE IV, EMERGENCY MANAGEMENT; PROVIDING FOR DELETION OF SECTIONS 2-101 THROUGH 2-106; PROVIDING FOR NEW SECTIONS ENTITLED INTENT AND OBJECTIVES, DECLARATION OF STATE OF EMERGENCY BASED UPON SUBSTANTIAL HARM, DECLARATION OF STATE OF EMERGENCY BASED UPON CIVIL UNREST, NOTICE, DISCRETIONARY EMERGENCY MEASURES OF THE TOWN MANAGER, CLEARING OF DEBRIS FROM PRIVATE STREETS, ROADS, AND ROADWAYS, AND OTHER PRIVATE PROPERTY AFTER A DECLARED EMERGENCY OR DISASTER, PENALTY, AND IMMUNITY**; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO ADOPT ORDINANCE 2021-007 MADE BY COMMISSIONER CLARK, SECONDED BY VICE MAYOR COHEN. **MOTION PASSED 4-0.**

14. NEW BUSINESS

14.1 S.W. 52nd Avenue - asphalt repair - Interim Public Services Director Jacques

MOTION TO AWARD CNI S.W. 52ND AVE. ASPHALT REPAIR IN AN AMOUNT NOT TO EXCEED \$6,650.00 MADE BY COMMISSIONER CLARK, SECONDED BY CLERK COMMISSIONER DIEUVEILLE. **MOTION PASSED 4-0.**

AT 7:41PM MAYOR JACOBS OPENED ALL PUBLIC COMMENTS FOR ORDINANCE 2021-002 ZONING MODIFICATION; 2021-001 SPECIAL MAGISTRATE; AND 2020-007 EMERGENCY ORDINANCE, NO COMMENTS. AT 7:49PM MAYOR JACOBS CLOSED ALL PUBLIC COMMENTS.

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14.2 Awarding RFP 20-08 - Interim Building Official Nunez, Interim Finance Director Taubenfeld

MOTION TO ADOPT RFP 20-08 NOT TO EXCEED \$188,500.00 MADE BY COMMISSIONER CLARK, SECONDED BY CLEK COMMISSIONER DIEUVEILLE.
MOTION PASSED 4-0.

OLD BUSINESS

15.1 Neighborhood Improvement Program - Commissioner Clark
ITEM REMOVED

15.2 Surplus Equipment - Interim Public Services Director Jacques, Town Clerk Martell
MOTION TO ALLOW PUBLIC SERVICE DIRECTOR JACQUES AND TOWN CLERK MARTELL TO DISPOSE OF OLD EQUIPMENT, SHELVING, SERVERS, AND COMPUTERS AND TO KEEP A SURPLUS LIST MADE BY COMMISSIONER CLARK, SECONDED BY VICE MAYOR COHEN. **MOTION PASSED 4-0.**

DISCUSSION

16.1 Special Election - Commissioner Clark
NO ACTION

Holiday Light Decorations - Clerk Commissioner Dieuveille
TOWN MANAGER TO WORK WITH FINANCE DIRECTOR TO DISCUSS BUDGET FOR THIS ITEM

Public Works Update- Vice Mayor Cohen
DISCUSSION TOOK PLACE REGARDING WORK ORDER SYSTEM, PRESSURE CLEANING EQUIPMENT etc...

Vaccine Drive Thru Station - Mayor Jacobs
THE RESIDENCE AND COMMISSIONERS EXPRESSED SUPPORT OF HAVING THE TOWN OF PEMBROKE PARK BE A VACCINE SITE.

MOTION MADE TO DIRECT DAVID SEIGERSON TO SUBMIT ALLOCATIONS TO THE STATE IN THE FOLLOWING ORDER 1.) SW 30TH AVE WATER AND SEWER 2.) DRAINAGE AT THE JOHN P. LYONS PARK 3.) LIGHTING PROJECT FOR OLGESBY PARK MADE BY COMMISSIONER CLARK, SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSED 3-1.** Vice Mayor Clark opposed

MOTION TO HAVE THE TOWN MANAGER ATTEST TO THE SUBMITTAL OF PROECTS AND THEN HAVE THE TOWN ATTORNEY SIGN OFF FOR ACCURACY MADE BY COMMISSIONER CLARK, SECONDED BY COMMISSIONER DIEUVEILLE.
MOTION PASSES 4-0.

TOWN CLERK REPORTS

17.1 2020 Update - Mayor Jacobs, Clerk Commissioner Dieuveille, Town Clerk Martell
REPORT SUBMITTED

ATTORNEY REPORT – NONE

TOWN MANAGER REPORTS- NONE

COMMISSION REPORTS

Commissioner Clark
Clerk Commissioner Dieuveille
Vice Mayor Cohen
Mayor Jacobs

THE GENERAL CONSENSUS OF THE COMMISSION WAS TO WISH THE RESIDENCE A
HAPPY NEW AND THANKED THE STAFF FOR THEIR HARD WORK AND LOOKING TO
CONTINUE TO BRINGING SERVICES TO THE TOWN.

ANNOUNCEMENTS

January 18th, 2021, Town Hall is Closed in observance of Dr. Martin Luther King Jr. Day
January 27th, 2021, Workshop Commission Meeting at 6:00 PM
February 10th, 2021, Regular Commission Meeting at 7:00 PM

ADJOURNMENT

With no further items for discuss, meeting adjourned at 09:15. Vice Mayor Cohen, motioned for
adjournment, seconded by Clerk Commissioner Dieuveille, **MOTION PASSED 4-0.**

Commission approved on: _____

ATTEST:

(SEAL)

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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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.



TOWN OF PEMBROKE PARK

Workshop Commission Meeting

Commission Chambers

3152 SW 52 Avenue

Pembroke Park, FL 33023

Wednesday, January 27, 2021

6:00 PM

Mayor Geoffrey Jacobs
Vice Mayor Georgina A. Cohen
Clerk Reynold Dieuville
Commissioner Howard Clark

Town Manager JC Jimenez
Town Attorney Melissa P. Anderson
Town Clerk Marlen D. Martell

VIRTUAL WORKSHOP COMMISSION MEETING MINUTES

VIRTUAL MEETING INSTRUCTION

NOTICE IS HEREBY GIVEN that the Town Commission of the Town of Pembroke Park, Florida, will hold a “Virtual” Special Meeting utilizing communications media technology (“CMT”), in accordance with Governor Ron DeSantis’ Executive Order No. 20-69, dated March 20, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID- 19).

DATE: Wednesday January 27, 2020

TIME: 7:00 P.M.

Town Hall is closed to the public.

Public access to this virtual meeting can be accomplished as follows:

You can dial in using your phone.

United States (Toll Free): 1 866 899 4679

United States: +1 (571) 317-3116

Access Code: 498-563-3116

During the meeting you can submit a text or leave a message at (954) 707-9820

Any member of the public wishing to comment publicly on any matter, including on items on the agenda, may submit their comments two hours prior to the meeting by email to the Town Clerk at townclerk@tppfl.gov.

All comments submitted by email that, if read orally, are limited to three minutes or less and shall be read into the record. All comments submitted by email shall be made a part of the public

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record. If any member of the public requires additional information about this Town Commission meeting or has any questions about how to submit a public comment at the meeting, please contact:

Marlen D. Martell, Town Clerk
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023
954-966-4600, ext: 235
townclerk@tppfl.gov

CALL TO ORDER by Mayor Jacobs at 6:02 PM.

ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 6:05 pm by Mayor Jacobs. Present at the meeting were Mayor Jacobs; Vice Mayor Cohen; Clerk Commissioner Reynold Dieuveille; Commissioner Clark.

Additional staff in attendance via telephone were: Town Manager JC Jimenez, Town Attorney Melissa P. Anderson; Town Clerk Marlen D. Martell; Assistant Finance Director Harry Taubenfeld; Assistant to the Town Clerk Suzi Reutlinger; Assistant to the Commissioners Joy Brown ; Administrative Assistant to the Town Manager Dierdre Davis; Chief Code Officer Jeffrey Louis; Interim Building Official Miguel Nunez; Building Administrative Assistant Lucy Manzerolle; Consultant Planner Michael Miller; BTR/Billing Michelle Grooms, IT Director Mark Pakula, HR Director Yolanda Menegazzo and other staff.

PLEDGE OF ALLEGIANCE led by Commission.

ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA.

CHANGES TO AGENDA, CONSENSUS removed from agenda 16.2 Agro-Eco Agreements - Commissioner Clark, Add to agenda and start with 13.4 Traffic/ Civil Engineer

PRESENTATIONS

6.1 Legislative Presentation - Honorable Senator Shevrin D. Jones
SHEVRIN D. JONES SPOKE ON RECORD

6.2 Proposal from Broward Sheriff's Office - Captain Coker
TIMOTHY IRVIN II SPOKE ON RECORD

12. PUBLIC SERVICES DEPARTMENT

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Town of Pembroke Park
Workshop Commission Meeting
January 27, 2021

12.1 FPL LED Conversion Opportunity for the Town of Pembroke Park - Interim Public Services Director Jacques

DIEGO FEBRES SPOKE ON RECORD

ITEM FORWARDED TO CONSENT AGENDA

7. REPORTS OF COMMITTEES AND CITY STAFF

7.1 Fire Department - Chief Kane

REPORT GIVEN TO THE COMMISSION FOR REVIEW

7.2 Broward Sheriff's Office - Captain Coker

LT. CHARLES SPOKE ON RECORD

REPORT GIVEN TO THE COMMISSION FOR REVIEW

8. BUILDING DEPARTMENT

8.1 Code Enforcement Monthly Report - Chief Code Enforcement Officer Louis

REPORT GIVEN TO THE COMMISSION FOR REVIEW

8.1 Building Monthly Report - Interim Building Official Nunez

REPORT GIVEN TO THE COMMISSION FOR REVIEW

9. FINANCE DEPARTMENT

9.1 Bills Over \$500 - Interim Finance Director Taubenfeld

REPORT GIVEN TO THE COMMISSION FOR REVIEW

9.2 Bank Balances - Interim Finance Director Taubenfeld

REPORT GIVEN TO THE COMMISSION FOR REVIEW

9.3 Revenue & Expense Summary as of December 2020 - Interim Finance Director Taubenfeld

REPORT GIVEN TO THE COMMISSION FOR REVIEW

9.4 Credit Card Merchant Agreement - Interim Finance Director Taubenfeld

ITEM FORWARDED TO CONSENT AGENDA

9.5 Requesting Commission Approval to sign Lease Purchase Agreement with Dell 9.6 Financial Services - Interim Finance Director Taubenfeld

ITEM FORWARDED TO CONSENT AGENDA

9.6 Secure Signatures for new Financial Software - Interim Finance Director Taubenfeld

ITEM FORWARDED TO CONSENT AGENDA

9.7 Business Tax Receipt and Billing Update - BTR Administrator Grooms
REPORT GIVEN TO THE COMMISSION FOR REVIEW

10.HUMAN RESOURCE DEPARTMENT

10.1 2020 Annual Presentation - HR Director Menegazzo
PRESENTATION ONLY

10.2 Discussion of Interim Police Chief salary and start date - Mayor Jacobs, HR Director Menegazzo

RESOLUTION NO. 2021-003

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPOINTING DAVID HOWARD AS THE TOWN OF PEMBROKE PARK INTERIM CHIEF OF POLICE CONTINGENT UPON THE TOWN ESTABLISHING THE TOWN'S OWN POLICE DEPARTMENT AND CONTINGENT UPON DAVID HOWARD MEETING EMPLOYMENT AND CERTIFICATION CRITERIA**; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

ITEM FORWARDED TO CONSENT AGENDA

11. PLANNING DEPARTMENT

11.1 Fee Schedule - Town Planner Siegel

ITEM FORWARDED TO CONSENT AGENDA
LINE ITEM

12. PUBLIC SERVICES DEPARTMENT

12.2 Outcome of MPO Land Appraisal Report for County Line at SW 52nd and 56th Avenues (Sidewalks & Drainage Projects) - Commissioner Clark, Interim Public Services Director Jacques, Project Manager Woodbury

PREPARE DOCUMENT, INCLUDE TOWN PLANNER MILLER
ITEM FORWARDED TO CONSENT AGENDA

13. TOWN ATTORNEY

13.1 Muse-Salter Settlement and Release Agreement - Town Attorney Anderson
ITEM PLACED AS LINE ITEM

13.2 Second Amendment to and Restatement of the Transportation System Surtax Interlocal Agreement (ILA) - Town Attorney Anderson

ITEM ON CONSENT AND FORWARDED TO FEBRUARY VOTING MEETING
ON NEXT WORKSHOP, LIST OF PROJECTS THAT ARE NOT IN THE SYSTEM

13.3 501C3 Pembroke Park Cares - Commissioner Clark, Town Attorney Anderson

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ITEM REMOVED

13.4 Hiring a Traffic and Civil Engineer

ATTORNEY TO PREPARE RESOLUTION TO ENTER INTO A CONTRACT FOR NEXT MEETING

ITEM PLACED AS LINE ITEM

14. TOWN CLERK

14.1 Public Records Request Policy - Town Clerk Martell

ITEM PLACED AS A LINE ITEM

15. TOWN MANAGER

15.1 Newsletter Printing and Mailing - Town Manager Jimenez

ITEM PLACED ON CONSENT AGENDA

15.2 2020 Annual Department Presentation - Town Manager Jimenez

REPORT GIVEN TO THE COMMISSION FOR REVIEW

15.3 Workshop to set the Town Commission Vision and Goals - Town Manager Jimenez

ITEM FORWARDED TO REGULAR COMMISSION MEETING ON FEBRUARY 10

16. DISCUSSION

16.1 Public Works Update - Vice Mayor Cohen

INTERIM JACQUES TO SEND VICE MAYOR COHEN A TIMELINE REGARDING PUMP REPAIRS.

16.2 Agro-Eco Agreements - Commissioner Clark

INTERSHIP FOR LOGAN

ITEM PLACED AS A LINE ITEM

17. ATTORNEY COMMENTS: None

TOWN MANAGER COMMENTS: NEWSLETTER TO BE SENT IN FEBRUARY; WEBSITE BEING WORKED ON

19. COMMISSION REPORTS

Commissioner Clark:

NONE

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Clerk Commissioner Dieuveille:

NONE

Vice Mayor Cohen:

NONE

Mayor Jacob:

NONE

20. ANNOUNCEMENTS

January 28, 2021 Planning and Zoning Board Meeting at 5:00 PM

February 10, 2021 Regular Commission Meeting at 7:00 PM

February 18, 2021 Hearing Examiner Meeting at 5:00 PM

February 24, 2021 Workshop Commission Meeting at 6:00 PM

ADJOURNMENT

With no further items for discuss, meeting adjourned at 09:41pm. Mayor Jacobs motioned for adjournment, seconded by Vice Mayor Cohen, **MOTION PASSED 4-0.**

Commission approved on: _____

ATTEST:

(SEAL)

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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Town of Pembroke Park
Workshop Commission Meeting
January 27, 2021

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
Bills Over \$500
February 10th, 2021
Commission Meeting**

Payments				
Invoice#	Vendor	Service/Product	Dept.	Amount
EEP10000173	Broward County Environmental Engineering and Permitting Division	Interlocal Agreement Among Broward County and Parties Concerning the Fourth Cycle Five-Year NPDES MSS	Storm	\$ 2,043.00
21009	Imperial Electric Inc.	Installation Receptacles Switches and Data Conduit in Mayors Office	NonDept	\$ 896.98
29998	Luke's Heavy Trucks & Equipment Inc.	Troubleshoot and Repair Outtrigger Switch on Bucket Truck #35	Roads	\$ 1,254.54
17846	Russell-Thomas Electric Inc.	Mount Data Rack to Wall and Install EMT Sleeve Between 1st & 2nd Floor for Data Room	NonDept	\$ 1,255.60
17869	Russell-Thomas Electric Inc.	Re-Mount TV & Install Low Voltage Ring for Coax Cable in Mayors Office and Install Quad Outlet in Commission Assistant's Office	NonDept	\$ 710.70
Total:				\$6,160.82

Payments				
Invoice#	Vendor	Service/Product	Dept.	Amount
w2897-1	AllTool Rental	Repair Scag Turf Tiger Riding Lawnmower	Roads	\$ 707.67
215156	Brinkley Morgan	Matters Regarding the Progressive Waste Litigation Through December 31st, 2020	Legal	\$ 1,009.40
113079453	Comcast	Phone System Set Up Fees and Monthly Service (November 13th 2020-December 31st 2020)	NonDept	\$ 2,863.71
114904633	Comcast	Phone System Monthly Service (January 2021)	NonDept	\$ 902.25
114635815	Comcast	Town Hall and Parks Internet Through December 31st 2021	NonDept	\$ 2,470.96
1047377	Ferguson Waterworks	(4) Macro HP 6in. 2 Bolt Ductile Iron Coupling 6.60-7.60 in.	Sewer	\$ 1,134.80
21009	Imperial Electrical Inc.	Install Receptacle Switches and Data Conduit in Mayors Office	NonDept	\$ 896.98
2021-PP-0101	Michael Miller Planning Associates	General Planning Services Rendered Through January 31st, 2021	Planning	\$ 12,460.00
202-PP-0102	Michael Miller Planning Associates	Land Development Planning Services Rendered Through January 31st, 2021	Reimbursable	\$ 3,780.00
1023	Ryan & Ryan LLC	Matters Regarding the Progressive Waste Litigation Through January 31st, 2020	Legal	\$ 4,775.00
166718	Sach Sax and Caplan	Professional Services in Regards to the BSO Litigation #13965-00003 (Billed Through January 31st, 2021)	Legal	\$ 3,819.24
Total:				\$34,820.01

Purchase Orders				
305467	Awnings of Hollywood	Small Awning Replacement Near Garage Door at Town Hall (Revised)	NonDept	\$ 700.00
305512	Dell Computer Corporation	Dell Mobile Precision 3560 Laptop to Town Planner	Planner	\$ 1,365.48
305513	Quigar Electric Inc. D.B.A. Ace Pump	Gould's WS0512F WS BH 3887 Series Submersible Pump	Sewer	\$ 780.00
305514 (Revised PO #)	American Lighting & Signalization	Installation of (2) Additional Street Light Poles on W. Hallandale Beach Blvd. Damaged By Vehicle Accident	Roads	\$ 15,300.00
305515	Ruben J. Pujol Architect P.A.	Life Safety Plan for New Building Dept. Offices	Bldg	\$ 900.00
305516	Gallo Signs	(2) New Sign Covers for the Main Entrance at Preserve Park with New Town Logo	Parks	\$ 844.00
305518	Transportation Solutions & Lighting Inc.	Wanco- 15 Light Arrow Board with 7 Display Patterns	Roads	\$ 4,299.00
305519	Deco & More Corp.	Pressure Cleaning the West Sidewalk of Hallandale Beach Blvd. from 56th Avenue to I-95	Roads	\$ 4,100.00
Total:				\$28,288.48

Grand Total:	\$69,269.31
---------------------	--------------------

1/22/2021

Treasury Information Report: Express Balance Report



Express Balance Report

Standard Express Balance Report

As of 01/21/2021

Company: TOWN OF PEMBROKE PARK
User

01/22/2021 08:19 AM ET

Commercial Electronic Office®

Treasury Information Reporting

Note: Intraday information subject to change

Summary Section

Account Number	Account Name	Previous Day Balances		Intraday Balance	
		Closing Ledger Balance	Closing Collected Balance	Opening Available Balance	Current Available Balance
Account Balances for 121000248	WELLS FARGO BANK, N.A.				
	INVESTMENT	77,210.37	77,210.37	77,210.37	77,210.37
Account Balances for 121000248	WELLS FARGO BANK, N.A.				
	LOCAL LAW ENFORCEMENT	42,718.31	42,718.31	42,718.31	42,718.31
Account Balances for 121000248	WELLS FARGO BANK, N.A.				
	RESERVE	154,944.00	154,944.00	154,944.00	154,944.00
Account Balances for 121000248	WELLS FARGO BANK, N.A.				
	CONSTRUCTION	888,554.87	888,554.87	888,554.87	888,554.87
Account Balances for 121000248	WELLS FARGO BANK, N.A.				
	SINKING FUND	55,171.07	55,171.07	55,171.07	55,171.07
Account Balances for 121000248	WELLS FARGO BANK, N.A.				
	PAYROLL	104,535.81	104,535.81	104,535.81	104,867.77
Account Balances for 121000248	WELLS FARGO BANK, N.A.				
	OPERATING	592,354.46	592,354.46	592,354.46	592,354.46
Account Balances for 121000248	WELLS FARGO BANK, N.A.				
	DEPOSIT	9,573,063.92	9,570,353.92	9,573,063.92	9,584,573.12

Account Section

Currency: USD

J

WELLS FARGO BANK, N.A.
INVESTMENT

Closing Ledger Balance	77,210.37	MTD Accrued Debit Interest	N/A
Closing Collected Balance	77,210.37	Total Credits	.00
Opening Available Balance	77,210.37	Total Debits	.00
Current Available Balance	77,210.37	Total Number Credits	0
MTD Accrued Credit Interest	N/A	Total Number Debits	0

[Back To Top](#)

Currency: USD

Bank: 121000248

WELLS FARGO BANK, N.A.

<https://wellssuite.ceo.wellsfargo.com/tirn/tirservice?KEY=63305&actionType=PleaseWait&channel=portal&reportid=1501&fileContentType=&childWin...> 1/3

**Town of Pembroke Park
Revenue & Expense Summary
Budget Performance
From 10/1/2020 to 12/31/2020**

	Revenue	Expense	Surplus
General Fund	\$ 6,768,831	\$ 2,579,891	\$ 4,188,941
Building Department	77,776	83,180	(5,405)
Sewer	705,455	679,729	25,727
StormWater	345,848	276,366	69,482
Totals	<u>\$ 7,897,911</u>	<u>\$ 3,619,165</u>	<u>\$ 4,278,745</u>

AGENDA ITEM REPORT



To: Commission
Subject: Credit Card Merchant Agreement
Meeting: 01 27 2021 AGENDA WORKSHOP COMMISSION MEETING - Jan 27 2021
Department: Finance
Staff Contact: Harry Taubenfeld, Finance & Budget Director

BACKGROUND INFORMATION:

The Town commission has agreed to move forward with new community development software. As part of the new software, the Town has the ability to enter into a new credit card merchant agreement with a new vendor which will bring additional savings to the Town. The merchant will begin processing once the new software is operational.

RESOLUTION NO. 2021-007

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH DELL FINANCIAL SERVICES, INC. FOR THE LEASE/PURCHASE OF COMPUTER HARDWARE; AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park Commission (the “Commission”) approved the lease/purchase of Dell Financial Services, Inc. (“Dell”) computer hardware for \$83,621.98 on November 10, 2020; and

WHEREAS, in order to finalize the lease/purchase of the Dell computer hardware, the Town of Pembroke Park (the “Town”) must execute a Tax Exempt Lease Purchase Agreement with the company.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the Town is authorized to make and enter into a Tax Exempt Lease/Purchase Agreement with Dell to lease/purchase computer hardware for use by the Town.

Section 2: That upon approval of the terms and conditions of the agreement by the Town staff, the Mayor and appropriate Town officials are authorized and directed to execute and deliver said agreement for and on behalf of the Town.

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 10th day of February, 2021.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARLEN
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

AGENDA ITEM REPORT



To: Commission
Subject: Requesting Commission Approval to sign Lease Purchase Agreement with Dell Financial Services
Meeting: 01 27 2021 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Jan 27 2021
Department: Finance
Staff Contact: Harry Taubenfeld, Finance & Budget Director

FINANCIAL IMPACT:

None - The agreement is Interest Free

RECOMMENDATION:

We are requesting the Commission to approve a 5 year Lease Agreement with dell Financial Services for equipment purchased through Flagler Technologies which was previously approved by the Commission in November 2020

ALTERNATIVES:

Pay full amount due in year 1 of purchase which is \$83,621.98



TAX EXEMPT LEASE PURCHASE

Company No: 25

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE "YOU" AND "YOUR" IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE "WE", "US" AND "OUR" WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.L.C.

FULL LEGAL NAME OF LESSEE TOWN OF PEMBROKE PARK	LEASE TERM (MONTHS) 60	ANNUAL RENT PAYMENT(S) \$16,724.40 Principal and Interest components as set forth on Attachment B *Subject to Applicable Tax	TRANSACTION PROCESING FEE \$0.00
DBA NAME (IF ANY)	TYPE OF ENTITY Unknown	FINANCING TERMS Product Cost: \$83,621.98 Shipping Charges*: \$0.00 Transaction Processing Fee: \$0.00 Total On Lease: \$83,621.98 RENT PAYMENTS ARE DUE AND PAYABLE IN ADVANCE * Shipping Charges are included in the Annual Rent Payment as shown above ** Upfront Tax is included in the Annual Rent Payment as shown above	
BILLING ADDRESS: 3150 SW 52nd Ave PEMBROKE PARK, FL 33023			
		INTEREST RATE 0.00%	PRINCIPAL AMOUNT FINANCED \$83,621.98
PRODUCT LOCATION SEE ATTACHMENT A		GENERAL PRODUCT DESCRIPTIONS/SUPPLIER SEE ATTACHMENT A	
		END OF LEASE PURCHASE OPTION TAX EXEMPT LEASE PURCHASE (TELP)	

59-0968454 **FEDERAL EMPLOYER IDENTIFICATION #**

TERMS AND CONDITIONS OF LEASE

1. Lease; Acceptance and Commencement; Term; Rent: We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Attachment A to this lease on the terms and conditions shown in this lease agreement (the "Lease"). With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Lease Term will begin and Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by the Supplier pursuant to the relevant Supply Contract (defined below in Section 5) (the "Supplier's Return Policy"), in the time, condition and manner required under the Supplier's Return Policy, we will apply any payment we receive from Supplier as a credit against the amounts owed under this Lease, however, you agree that you shall continue to owe all unpaid amounts. You are responsible for freight charges to deliver and return the Products under the Supplier's Return Policy. Contact Supplier for complete details regarding the Supplier's Return Policy. Dell Inc.'s return policies are available at www.dell.com. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent year (or the following day of the subsequent year if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5% of the late payment amount or (ii) \$29.00 for each late payment (or if less, the highest amount permitted by applicable law).

2. Funding Intent; Nonappropriation of Funds: You reasonably believe that sufficient funds can be obtained to make all Rent payments and other payments during the Lease Term. You agree that your Chief Executive or Administrative Officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide appropriate funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. We agree that your obligation to make Rent payments under the Lease will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys. If (a) sufficient funds are not budgeted or appropriated and budgeted by your governing body in any fiscal period for Rent payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and

the Lease will terminate as of the last day of your fiscal period for which funds for Rent payments are available. Such termination is without any expense or penalty, except for the portions of the Rent payments and those expenses associated with your return of the Products in accordance with paragraph 11 of the Lease for which funds have been budgeted or appropriated or are otherwise legally available.

3. Representations, Warranties and Covenants: You represent that the use of the Products is essential to your proper, efficient and economic operation and that you shall be the only entity to lease, operate and use the Products. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all public bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period; (e) you will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to, the execution (and delivery to us) of information statements requested by us; (f) you will not do, cause to be done or fail to do any act if such act or failure to act will cause this Lease, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code; (g) the total cost of the Products will not be less than the total Principal Portion of the Rent listed in this Lease; (h) the Products have or will be ordered within six months of the date hereof in order to commence the Lease; (i) the Products are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof; (j) no fund or account which secures or otherwise relates to the Rent has been established; (k) you will not sell, encumber or otherwise dispose of any property comprising this Lease prior to the final maturity or termination of this Lease without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes; (l) you agree to execute, deliver and provide us with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Lease, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code; (m) Rent under this Lease will be paid from your periodic appropriations deposited into your general fund, such appropriations will equal the Rent due during each Fiscal Period, and all Rent payments will be from an appropriation made during the same Fiscal Period in which such Rent payment is made; and (n) you will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (n) above, an incumbency or municipal certificate, and other documents that we request in a form satisfactory to us. We hereby give notice to you that upon execution of this Lease, we will assign all of our right, title and interest in, to and under this Lease, including all Products and all payments owing under this Lease to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between us and DEF. You acknowledge and consent to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. You should continue to make any and all payments under this Lease directly to us, as servicing agent for DEF unless and until we notify you otherwise.

4. No Warranties: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

5. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

6. Location; Use; Alterations; Inspection: You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. At your sole discretion, you may purchase a maintenance agreement for the Products from the provider of your choice, self-maintain the Products, or forgo such maintenance agreement altogether; regardless of your choice, you will continue to be responsible for the obligations described in this Section. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. Upon return of the Products to us pursuant to paragraph 11, you may remove any such addition or improvement if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that, we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

7. Title; Quiet Enjoyment; Personal Property; Filing: We will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims, except those created by us. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. You grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds).

8. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes, (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

9. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering

our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease. Notwithstanding anything to the contrary contained herein, you may, upon our prior written approval, self-insure the Products in accordance with the standards set forth in this paragraph.

10. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. If you claim eligibility for exemption from any tax, you will provide us with tax exemption certificate(s) acceptable to the relevant taxing authority. We do not have to contest any taxes, fines or penalties.

11. Return: In the event of termination of the Lease pursuant to paragraph 2 or upon our demand pursuant to paragraph 15, you will immediately deliver the Products (including but not limited to manuals, cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for deinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

12. Purchase Option: If no Default exists under the Lease and upon satisfaction of all of your payment obligations, you will have the option at the end of the Lease Term to purchase our interest in all (but not less than all) of the Products "AS-IS-WHERE-IS", without any warranty whatsoever, and the Lease and our security interest in the Products will terminate. As continuing security for your obligations until all such payments are made, you grant to us a first-priority security interest in all of your rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

13. Assignment: **YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE.** We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

14. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

15. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under paragraph 8 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in paragraph 11; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

16. Indemnity: To the extent permitted by law, you are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products (including any defects in the Products). To the extent permitted by law, you will reimburse us for, and if we request, defend us against, any Claims.

17. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, addressed to the respective address given below or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you. If a signed copy of this Lease is delivered to us by facsimile transmission, it will be binding on you, however, we will not be bound by this Lease until we accept it by manually or electronically signing it or by purchasing the Products, whichever occurs first. You waive notice of our acceptance and waive your right to receive a copy of the accepted Lease. You agree that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to this Lease, we may produce a copy of the Lease transmitted to us by facsimile transmission that has been manually signed by us and such signed copy shall be deemed to be the original of this Lease. If you deliver this Lease to us by facsimile transmission, you acknowledge that we are relying on your representation that this Lease has not been changed. To the extent (if any) that this Lease constitutes chattel paper under the Uniform Commercial Code, no security interest in this Lease may be created through the transfer and possession of any copy or counterpart hereof except the copy with our original signature.

LEASE NO: 810-9010840-001

BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND THAT, EXCEPT AS SET FORTH IN PARAGRAPH 2, YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR GOVERNMENTAL PURPOSES ONLY; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 7; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY AND (f) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE.

LESSEE: TOWN OF PEMBROKE PARK		LESSOR: Dell Financial Services L.L.C. One Dell Way Round Rock, TX 78682	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE	
PRINT NAME AND TITLE	DATE	PRINT NAME AND TITLE	DATE

LEASE NO: 810-9010840-001

Dell
Financial
Services

LEASE AGREEMENT
Attachment A

Attached hereto and made a part hereof Lease: 810-9010840-001 between Dell Financial Services L.L.C. as Lessor and TOWN OF PEMBROKE PARK as Lessee.

Product Location
(SEE EXHIBIT A ATTACHED)

Geneneral Product Description/Supplier/Quantity:
(SEE EXHIBIT A ATTACHED)



TOWN OF PEMBROKE PARK
Amortization Schedule 810-9010840-001
Exhibit B

**DLED is DFS' Leased Equipment Discount applied directly to the Principal amount only, and is only available from DFS when a customer leases the Products with DFS.*

Commencement Date 01/03/2021

Total Financed Amount		\$83,621.98				
DLED*		(\$6,438.89)				
DUE DATE	PAYMENT #	PAYMENT AMOUNT	PRINCIPAL	INTEREST	UNPAID BALANCE	
1/3/2021	1	16,724.40	16,724.40	-	66,897.58	
1/3/2022	2	16,724.40	14,200.43	2,523.97	50,173.19	
1/3/2023	3	16,724.40	14,793.25	1,931.14	33,448.79	
1/3/2024	4	16,724.40	15,410.83	1,313.57	16,724.40	
1/3/2025	5	16,724.40	16,054.18	670.21	-	

AGENDA ITEM REPORT



To: Commission
Subject: Secure Signatures for new Financial Software
Meeting: 01 27 2021 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Jan 27 2021
Department: Finance
Staff Contact: Harry Taubenfeld, Finance & Budget Director

BACKGROUND INFORMATION:

The Town has started the implementation process for the new accounting software (tyler Technologies). As part of the setup, Tyler is asking if we would like to include the secure signature feature. This will enable finance to utilize this feature if no one is available to sign checks.

FINANCIAL IMPACT:

None

ALTERNATIVES:

Continue having commission sign checks manually.

ATTACHMENTS:

[Secured Signature Form](#)

Signature Order Form

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Sign your name as you would a check in the center of the box above.
Signature must be completely within the box.
Please use a Medium Black Felt tip pen only.

Please Print the Following:	
Entity Name:	Town of Pembroke Park
Signer's Name:	Geoffrey Jacobs
Signer's Title/Position:	Mayor
Select the application(s) to include the name:	☐ Court ☒ Accounts Payable ☐ Purchasing ☐ Payroll ☐ Utility Refund ☐ Other:
Select Signature placement: (Note: This does not apply to Court)	☒ Top Line ☐ Middle Line ☒ Bottom Line ☐ Other:

Complete ONLY if replacing a signature:	
Date Signed:	Click here to enter date.
Activate Date:	Click here to enter date.
Signature Being Replaced:	Click here to enter Name.
Signer's Title/Position:	Click here to enter Position.
Replacement Signature Authorized by:	Click here to enter Name.

Signature Order Form

--

Sign your name as you would a check in the center of the box above.
Signature must be completely within the box.
Please use a Medium Black Felt tip pen only.

Please Print the Following:	
Entity Name:	Town of Pembroke Park
Signer's Name:	Geoffrey Jacobs
Signer's Title/Position:	Mayor
Select the application(s) to include the name:	☐ Court ☒ Accounts Payable ☐ Purchasing ☐ Payroll ☐ Utility Refund ☐ Other:
Select Signature placement: (Note: This does not apply to Court)	☒ Top Line ☐ Middle Line ☒ Bottom Line ☐ Other:

Complete ONLY if replacing a signature:	
Date Signed:	Click here to enter date.
Activate Date:	Click here to enter date.
Signature Being Replaced:	Click here to enter Name.
Signer's Title/Position:	Click here to enter Position.
Replacement Signature Authorized by:	Click here to enter Name.

AGENDA ITEM REPORT



To: Town Commission
Subject: FPL LED Conversion Opportunity for the Town of Pembroke Park
Meeting: AGENDA WORKSHOP COMMISSION MEETING - December 21, 2020
Department: Public Works
Staff Contact: Myriam Jacques, Public Service Interim Director

BACKGROUND INFORMATION:

Town has 192 FPL streetlights, ranging from 70-Watt - 200-Watt High Pressure Sodium (HPS) lights of the Roadway, Cobra Head style. FPL is offering an LED replacement of the same style as the current fixtures. It does not require upfront costs for the Town to take on such a project. The cost for this program is assumed by the Town via a monthly/lamp conversion recovery fee that is added to the streetlight bill. This conversion fee is not indefinite and will be reduced and ultimately eliminated through the deployment of LED and replacement of the older lighting technology. FPL's Rep Diego Febres will be available at the meeting to explain the program and ask questions. Attached is an LED Catalog which reflects other roadway lighting options –Refer to Page 3.

FINANCIAL IMPACT:

To be determined based on program

RECOMMENDATION:

Approval for Resolution

ATTACHMENTS:

[FPL LED Catalog 9-11-20](#)
[Town of Pembroke Park Generator Tool 08.31.20](#)
[Town of Pembroke Park LT1 Street Light Agreement](#)



LED Lighting Solutions



Roadway Lighting | Area Lighting | Pendant Lighting | Post Top Lighting | Brackets and Poles

Safer. Smarter. More Vibrant Spaces.



LED Lighting Solutions

Roadway Lighting

Feel Safe, Drive Safe



Shield facing coastal line

Cree – RSW Large and Extra-large Turtle-friendly Amber



Cree – RSW



Cree – XSPM

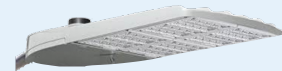


AEL – ATBS



AEL – ATBM and ATBL

Available in black, bronze, or gray



AEL – ATB2



Cooper – Verdeon M



Cooper – Verdeon M

ROADWAY LIGHTING

Manufacturer	Style	Fixture	Pole Options	Bracket Options	Light Pattern	Line Watts/ NEMA Label	Color Temp	Lumens	Glare Rating (BUG)	.ies File	Billing Tier
Cree	RSW Large and Extra-large Turtle-friendly Amber	 (Gray) shield facing coastal line	6, 7	1	3	92/90	594nM (Amber)	3,715	B3-U0-G3	PL 14092-001A RSWL - TRL AID FnRpt.ies	F5
			6, 7	1	3	144/140	594nM (Amber)	5,300	B1-U0-G2	PL15098-001A RSWX-A-HT-3ME-32L-TRL-UL-GY-N AID FnRpt.ies	I5
	RSW	 (Gray)	6, 7	1	3	28/30	3000K	3,300	B1-U0-G1	RSWS-3ME-3L-30K7.ies	B2
			6, 7	1	3	26/30	4000K	3,300	B1-U0-G1	RSWS-3ME-3L-40K7 CONFIGURED.ies	B2
			6, 7	1	3	45/50	3000K	5,000	B1-U0-G1	RSWS-3ME-5L-30K7 CONFIGURED.ies	C2
			6, 7	1	3	41/40	4000K	5,000	B1-U0-G1	RSWS-3ME-5L-40K7 CONFIGURED.ies	C2
	XSPM	 (Gray)	6, 7	1	3	95/100	4000K	12,000	B2-U0-G2	XSPMD-D-HT-3ME-12L-40K7-UL-SV-N-DAL_PL14275-001A.ies	G3
	ATBS	 (Gray)	6, 7	1	2	40/40	4000K	4,770	B1-U0-G1	ATBS_E_XXXX_R2.ies	C2
			6, 7	1	2	47/50	4000K	5,392	B1-U0-G1	ATBS_F_XXXX_R2.ies	C2
			6, 7	1	2	76/80	3000K	8,212	B2-U0-G2	ATBS_I_XXXX_R2_3K_DALI.ies	E2
			6, 7	1	2	76/80	4000K	8,653	B2-U0-G2	ATBS_L_XXXX_R2.ies	E2
AEL	ATBM	 (Gray)	6, 7	1	3	118/120	4000K	15,453	B2-U0-G3	ATBM_P30_XXXX_R3_4K_5K.ies	G2
	ATBL	 (Gray)	6, 7	1	3	259/260	4000K	28,091	B3-U0-G5	ATBL_F_XXXX_R3.ies	O4
	ATB2	 (Gray)	6, 7	1	4	133/130	3000K	15,627	B2-U0-G3	ATB2_40BLEDE10_XXXX_R4_3K_DALI.ies	H3
			6, 7	1	4	133/130	4000K	16,593	B2-U0-G3	ATB2_40BLEDE10_XXXX_R4_4K_5K.ies	H3
			6, 7	1	4	268/270	3000K	30,644	B3-U0-G5	ATB2_80BLEDE10_XXXX_R4_3K_DALI.ies	O5
			6, 7	1	4	268/270	4000K	32,329	B3-U0-G5	ATB2_80BLEDE10_XXXX_R4.ies	O5
		 (Bronze)	6, 7	Hybrid only	4	133/130	4000K	16,593	B2-U0-G3	ATB2_40BLEDE10_XXXX_R4_4K_5K.ies	H3
			6, 7	Hybrid only	4	268/270	4000K	32,329	B3-U0-G5	AATB2_80BLEDE10_XXXX_R4.ies	O5
		 (Black)	4, 6, 7	2	4	133/130	4000K	16,593	B2-U0-G3	ATB2_40BLEDE10_XXXX_R4_4K_5K.ies	H3
			4, 6, 7	2	4	268/270	4000K	32,329	B3-U0-G5	ATB2_80BLEDE10_XXXX_R4.ies	O5
Cooper	Verdeon M	 (Gray)	6, 7	1	3	182/180	4000K	22,236	B3-U0-G3	VERD-M-A03-E-U-T3-AP.ies	K4
	Verdeon M	 (Gray)	6, 7	1	3	247/250	4000K	29,537	B3-U0-G4	VERD-M-A04-E-U-T3-AP.ies	N4

Note: All roadway fixtures are grey unless otherwise noted



LED Lighting Solutions

Area Lighting

Inspiring Illumination

Available in black,
or gray or bronze



Cooper – Galleon



Cooper – UFLD



Cooper – UFLD



Cooper – UFLD

AREA LIGHTING

Manufacturer	Style	Fixture	Pole Options	Bracket Options	Light Pattern	Line Watts/ NEMA Label	Color Temp	Lumens	Glare Rating (BUG)	.ies File	Billing Tier
Cooper	Galleon		1, 4, 8*	5	4	113/110	4000K	12,336	B2-U0-G3	GAP-AF-02-LED-U-T4W.ies	G3
		(Black)	1,4*	5	4	225/230	4000K	23,844	B3-U0-G4	GAN-AF-04-LED-U-T4W.ies	M4
			1,4*	5	4	445/450	4000K	47,372	B4-U0-G5	GAN-AF-08-LED-U-T4W.ies	Y6
		(Gray)	1,4*	5	4	445/450	4000K	47,372	B4-U0-G5	GAN-AF-08-LED-U-T4W.ies	Y6
Cooper	UFLD		1,4*	5	4	558/560	4000K	58,506	B4-U0-G5	GAN-AF-10-LED-U-T4W.ies	EE7
		(Bronze)	1,4*	5	4	558/560	4000K	58,506	B4-U0-G5	GAN-AF-10-LED-U-T4W.ies	EE7
			6, 7	24" stand-off (2DS)	6x6	51/50	4000K	5,976	B2-U0-G1	UFLD-S-C15-X-U-66.ies	D3
			6, 7	24" stand-off (2DS)	6x6	85/90	4000K	10,530	B3-U0-G1	UFLD-C25-X-U-66.ies	F3
Cooper	UFLD		6, 7	24" stand-off (2DS)	6x6	184/180	4000K	23,797	B4-U0-G2	UFLD-C70-X-U-66.ies	K4
			6, 7	24" stand-off (2DS)	6x6	371/370	4000K	48,028	B5-U0-G3	UFLD-L-C175-X-U-66.ies	U5

* = 20' (13' MH) Standard concrete pole for 113W only.
 = 35' (27'6" MH) Standard concrete pole applicable to all.

Note: Glare (BUG) Ratings for UFLD are measured at 0° tilt.



LED Lighting Solutions

Pendant Lighting

Functional Can Be Beautiful



Holophane – Bern



Holophane – Teardrop with deep skirt



Holophane – Teardrop (Memphis)

Turtle-friendly amber



Holophane – Bern

PENDANT LIGHTING

Manufacturer	Style	Fixture	Pole Options	Bracket Options	Light Pattern	Line Watts/ NEMA Label	Color Temp	Lumens	Glare Rating (BUG)	.ies File	Billing Tier
Holophane	Bern		3, 4	3	3	58/60	4000K	6,808	B1-U0-G2	ISF 31451P5 GBLF2 P20 40K XX X X L3.ies	D11
		 (Turtle-friendly amber)	3, 4	3	3	56/60	Amber	1,934	B1-U0-G0	Upon Request	D11
	Teardrop w/deep skirt	 (Black)	3, 4	3	3	144/140	4000K	11,384	B3-U0-G3	ISF 36774P15 ES2 P35S 40K XX SG 3 DS.ies	I11
	Teardrop (Memphis)	 (Black)	3, 4	3	3	144/140	4000K	15,375	B2-U3-G4	ISF 33920P15 ES2 P35S 40K XX TG 3.ies	I10



LED Lighting Solutions

Post Top Lighting

Making a Great First Impression



AEL – Contemporary
(Contempo)



Cooper – Mesa



GE – EPTC



GE – Traditional Carriage (Town &
Country) – No Side Panels



GE – Traditional Carriage (Town &
Country) – W/Side Panels



Black/Black

Holophane – Granville



Clear/Black

Holophane – Granville



Green/Green

Holophane – Granville

POST TOP LIGHTING

Manufacturer	Style	Fixture	Pole Options	Bracket Options	Light Pattern	Line Watts/ NEMA Label	Color Temp	Lumens	Glare Rating (BUG)	.ies File	Billing Tier
AEL	Contemporary (Contempo)	 (Grey)	1 (20'), 2, 8	NA	3	38/40	3000K	3,358	B1-U3-G2	245L_P30_XX_30K_R3_RNA_FPD95.ies	C2
			1 (20'), 2, 8	NA	3	72/70	3000K	6,385	B2-U3-G2	245L_P55_XX_30K_R3_RNA_FPD95_Special.ies	E2
			1 (20'), 2, 8	NA	3	38/40	4000K	3,615	B1-U3-G2	245L_P30_XX_40K_R3_RNA_FPD95.ies	C2
			1 (20'), 2, 8	NA	3	72/70	4000K	6,874	B2-U3-G2	245L_P55_XX_40K_R3_RNA_FPD95_Special.ies	E2
Cooper	Mesa	 (Black)	1 (20'), 2, 5, 8	NA	3	75/80	4000K	7,456	B2-U0-G2	PMM-E03-LED-E-U-T3.ies	E5
			1 (20'), 2, 5, 8	NA	3	150/150	4000K	14,911	B3-U0-G3	PMM-E06-LED-E-U-T3.ies	I6
GE	EPTC	 (Black)	1 (20'), 2, 8	NA	5	65/70	4000K	7,300	B3-U0-G1	eptc02_07A40_____.ies	D4
	Traditional Carriage (Town & Country) - No Side Panels	 (Black)	1 (20'), 2, 8	NA	3	39/40	3000K	4,090	B1-U0-G2	EPTT01_F4BN30_____-120-277V.IES	C2
			1 (20'), 2, 8	NA	3	39/40	4000K	4,110	B2-U0-G2	EPTT01_F4BN40_____-120-277V.IES	C2
			1 (20'), 2, 8	NA	3	73/70	3000K	7,425	B1-U0-G2	EPTT01_F7DN30_____-120-277V.IES	E2
			1 (20'), 2, 8	NA	3	73/70	4000K	7,660	B2-U0-G2	EPTT01_F7DN40_____-120-277V.IES	E2
	Traditional Carriage (Town & Country) - W/Side Panels	 (Black)	1 (20'), 2, 8	NA	3	39/40	3000K	3,500	B1-U3-G3	EPTT01_F4BA30_____-120-277V.IES	C2
			1 (20'), 2, 8	NA	3	39/40	4000K	3,600	B1-U3-G3	EPTT01_F4BA40_____-120-277V.IES	C2
			1 (20'), 2, 8	NA	3	73/70	3000K	6,450	B1-U4-G3	EPTT01_F7DA30_____-120-277V.IES	E2
			1 (20'), 2, 8	NA	3	73/70	4000K	6,750	B1-U4-G3	EPTT01_F7DA40_____-120-277V.IES	E2
Holophane	Granville	 Black/Black	1, 5, 8*	NA or 4	3	37/40	3000K	4,704	B2-U3-G4	ISF 193553P6 GVD3 P20 30K XXXX GL3LU.ies	C5
			1, 5, 8*	NA or 4	3	37/40	5000K	5,075	B2-U3-G4	ISF 193553P8 GVD3 P20 50K XXXX GL3LU.ies	C5
			1, 5, 8*	NA or 4	3	51/50	3000K	7,216	B2-U4-G5	ISF 193553P10 GVD3 P30 30K XXXX GL3LU.ies	D5
			1, 5, 8*	NA or 4	3	51/50	5000K	7,484	B2-U4-G5	ISF 193553P12 GVD3 P30 50K XXXX GL3LU.ies	D5
	Granville	 Clear/Black	1, 5, 8*	NA or 4	3	51/50	5000K	8,210	B2-U5-G4	ISF 193532P12 GVD3 P30 50K XXXX GL3.ies	D5
	Granville	 Green/Green	1, 5	NA	3	37/40	3000K	4,704	B2-U3-G4	ISF 193553P6 GVD3 P20 30K XXXX GL3LU.ies	C5
			1, 5	NA	3	37/40	5000K	5,075	B2-U3-G4	ISF 193553P8 GVD3 P20 50K XXXX GL3LU.ies	C5
			1, 5	NA	3	51/50	3000K	7,216	B2-U4-G5	ISF 193553P10 GVD3 P30 30K XXXX GL3LU.ies	D5
			1, 5	NA	3	51/50	5000K	7,484	B2-U4-G5	ISF 193553P12 GVD3 P30 50K XXXX GL3LU.ies	D5

*Also available in double bracket configuration

Post Top B - 9/11/2020



LED Lighting Solutions

Brackets and Poles

Discover a New Road to Efficiency

BRACKETS



1

Style

Standard
2', 6', 8', 12'
Side Mounted

Color

Silver



2

Style

Standard
8'
Side Mounted Arm
or Standard 6', 8'
Tenon Mounted Arm

Color

Black



3

For pole
#4 only

Style

Decorative
6' Tenon Mounted Arm
or Decorative 48"
Pedestrian Side
Mounted Arm

Color

Black



4

Style

Decorative
Double Bracket
Tenon Mounted Arm

Color

Black
Green



5

Style

Single or
Double Bracket
Tenon Mounted
for Galleon

Color

Black
Gray
Bronze

POLES

Standard
Concrete



1

Tenon Mount
20' (13' MH)
35' (27'6" MH)

Standard Black
Fiberglass



2

Tenon Mount
13' (10' MH)
20' (15'6" MH)

Black Columbia
Concrete



3

Tenon Mount
20' (15'9" MH)

Black Octagonal
Concrete



4

Tenon Mount
37' (30' MH)

Black or Green
Washington Concrete



5

Tenon Mount
18.5' (14'6" MH)

Standard
Wood



6

Arm Mount
35' (29' MH)
40' (33'6" MH)
45' (38' MH)

Standard
Concrete



7

Arm Mount
30' (22'6" MH)
35' (27'6" MH)
40' (30" MH)
45' (35' MH)

Black Tapered
Concrete



8

Tenon Mount
14'6" (10' MH)
21' (15'6" MH)

*MH = Approximate Mounting Height

Brackets and Poles B – 9/11/2020



LED Lighting Plan

Town of Pembroke Park

Going Green

This plan reduces power consumption by:
and that eliminates:
or removing:

54,324 kWh / year
38 metric tons of CO₂ every year¹
8 cars from the road²

¹ eGRID, U.S. annual non-baseload CO₂ output emission rate, year 2012 data
² US Environmental Protection Agency

TOTAL	192		\$ 1,651.00	\$ 1,651.37	\$ -	\$ -
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Installation Details		Existing	Option 1	Option 2	Option 3
1 Acct # 58918-57830	select fixture:	SL1 - HPS0070	ATBS 40 Watt		
	fixture / pole:	1	1	1	1
	select pole:				
	Fixture*	\$ 364.32	\$ 560.12		
	Pole				
Quantity:	88				
FPL Conversion:	Yes	Maintenance \$ 174.24	\$ 113.52		
Full/Hybrid:	Full	Energy** \$ 135.82	\$ 62.52		
Monthly Total		\$ 674.38	\$ 736.16		

Installation Details		Existing	Option 1	Option 2	Option 3
2	select fixture:	SL1 - HPS0100	ATBS 47 Watt		
	fixture / pole:	1	1	1	1
	select pole:				
	Fixture*	\$ 214.71	\$ 324.62		
	Pole				
Quantity:	51				
FPL Conversion:	Yes	Maintenance \$ 101.49	\$ 65.79		
Full/Hybrid:	Full	Energy** \$ 111.37	\$ 38.53		
Monthly Total		\$ 427.57	\$ 428.93		

Installation Details		Existing	Option 1	Option 2	Option 3
3	select fixture:	SL1 - HPS0150	ATBS 76 Watt		
	fixture / pole:	1	1	1	1
	select pole:				
	Fixture*	\$ 186.62	\$ 273.70		
	Pole				
Quantity:	43				
FPL Conversion:	Yes	Maintenance \$ 86.86	\$ 55.47		
Full/Hybrid:	Full	Energy** \$ 137.25	\$ 59.37		
Monthly Total		\$ 410.73	\$ 388.54		

Installation Details		Existing	Option 1	Option 2	Option 3
4	select fixture:	SL1 - HPS0200	ATBM 118 Watt		
	fixture / pole:	1	1	1	1
	select pole:				
	Fixture*	\$ 65.80	\$ 63.65		
	Pole				
Quantity:	10				
FPL Conversion:	Yes	Maintenance \$ 25.70	\$ 12.90		
Full/Hybrid:	Full	Energy** \$ 46.83	\$ 21.19		
Monthly Total		\$ 138.33	\$ 97.74		

*Includes fixture fee and monthly conversion fee where applicable.
**Includes Non-Fuel Energy charge, Fuel, Conservation, Capacity, Environmental, and Storm Charges.
Based upon FPL bill rates as of 05.01.20

Installation Details		Existing	Option 1	Option 2	Option 3
5	select fixture:				
	fixture / pole:	1	1	1	1
	select pole:				
	Fixture*				
	Pole				
Quantity:					
FPL Conversion:					
Full/Hybrid:					
	Monthly Total				

Installation Details		Existing	Option 1	Option 2	Option 3
6	select fixture:				
	fixture / pole:	1	1	1	1
	select pole:				
	Fixture*				
	Pole				
Quantity:					
FPL Conversion:					
Full/Hybrid:					
	Monthly Total				

Installation Details		Existing	Option 1	Option 2	Option 3
7	select fixture:				
	fixture / pole:	1	1	1	1
	select pole:				
	Fixture*				
	Pole				
Quantity:					
FPL Conversion:					
Full/Hybrid:					
	Monthly Total				

Installation Details		Existing	Option 1	Option 2	Option 3
8	select fixture:				
	fixture / pole:	1	1	1	1
	select pole:				
	Fixture*				
	Pole				
Quantity:					
FPL Conversion:					
Full/Hybrid:					
	Monthly Total				

Installation Details		Existing	Option 1	Option 2	Option 3
9	select fixture:				
	fixture / pole:	1	1	1	1
	select pole:				
	Fixture*				
	Pole				
Quantity:					
FPL Conversion:					
	Maintenance				

*Includes fixture fee and monthly conversion fee where applicable.
 **Includes Non-Fuel Energy charge, Fuel, Conservation, Capacity, Environmental, and Storm Charges.
 Based upon FPL bill rates as of 05.01.20

Full/Hybrid:		Energy**				
		Monthly Total				
Installation Details		Existing	Option 1	Option 2	Option 3	
10	select fixture:					
	fixture / pole:	1	1	1	1	
	select pole:					
	Fixture*					
Quantity:	Pole					
FPL Conversion:	Maintenance					
Full/Hybrid:	Energy**					
		Monthly Total				
SUB TOTAL	192	\$	1,651.00	\$	1,651.37	\$ - \$ -
Installation Details		Existing	Proposed			
Wire	select wire:	SL-1 UCNP	SL-1 UCNP			
	Footage					
	select wire:	SL-1 UCUP	SL-1 UCUP			
	Footage					
	select wire:		LT-1 UC			
	Footage					
Total		\$ -	\$ -			
TOTAL	192	\$	1,651.00	\$	1,651.37	\$ - \$ -

*Includes fixture fee and monthly conversion fee where applicable.
 **Includes Non-Fuel Energy charge, Fuel, Conservation, Capacity, Environmental, and Storm Charges.
 Based upon FPL bill rates as of 05.01.20

FPL Account Number: **58918-57830**

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Town of Pembroke Park (hereinafter called the Customer), requests on this 2nd day of October, 2020, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) STREET LIGHTS #PEMB PARK, located in Hallandale, Florida.

- (a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Poles</u>				
Pole Type	Existing Pole Count (A)	# Installed (B)	# Removed (C)	New Pole Count (A+B-C)
Wood				
Standard Concrete				
Standard Fiberglass				
Decorative Concrete				
Decorative Fiberglass				

<u>Underground Conductor</u>				
Type	Existing Footage (A)	Feet Installed (B)	Feet Removed (C)	New Footage (A+B-C)
Under Pavement		N/A ⁽¹⁾		
Not Under Pavement				

- (1) All new conductor installed is in conduit and billed as Not Under Pavement

<u>Fixtures</u> ⁽²⁾	
--------------------------------	--

[illegible]

(2) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/partner/builders/lighting.html

(b) Modification to existing facilities other than described above (explain fully): N/A

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a contribution in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
10. FPL may, at any time, substitute for any luminaire installed hereunder another luminaire which shall be of at least equal illuminating capacity and efficiency.
11. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
12. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.

13. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
14. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
15. **This Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
16. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
18. The lighting facilities shall remain the property of FPL in perpetuity.
19. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Town of Pembroke Park
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: _____
Signature (Authorized Representative)

By: _____
(Signature)

(Print or type name)

Diego Febres
(Print or type name)

Title: _____

Title: FPL, LED Lighting Solutions Rep

AGENDA ITEM REPORT



To: Town Commission
Subject: Land Appraisal Report for County Line at SW 52nd and 56th Avenues (Sidewalks & Drainage Projects)
Meeting: 01 27 2021 AGENDA WORKSHOP COMMISSION MEETING - Jan 27 2021
Department: Administrative
Staff Contact: Howard Clark, Vice Mayor

BACKGROUND INFORMATION:

Town was approved under the MPO Surtax program for construction of sidewalks and stormwater drainage improvement. Town needs to acquire easement rights at the corners of County Line and SW 52nd Ave and SW 56th Ave in order to complete the project. Find attached the appraisal report for the lands.

FINANCIAL IMPACT:

\$100,000

RECOMMENDATION:

Approval for Resolution

ATTACHMENTS:

[Appraisal-County Line & SW 52nd Ave](#)

[Appraisal-County Line & SW 56th Ave](#)

**AN APPRAISAL OF A
MULTIFAMILY RESIDENTIAL SITE
AND
STORM WATER DRAINAGE PIPE EASEMENT
LOCATED AT
4008 SW 52ND AVENUE
PEMBROKE PARK, FL 33023

(OUR FILE 20-53870)

PURCHASE ORDER# 0305498**

FOR

MS. STEPHANIE WOODBURY
PROJECT MANAGER
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE.
PEMBROKE PARK, FL 33023

BY

MEACHAM AND ASSOCIATES, INC.
3409 NW 9TH AVENUE, SUITE 1106
OAKLAND PARK, FL 33309

meacham and associates, inc.

Michael B. Meacham, MAI
President
State-Certified General Real Estate Appraiser
RZ824

3409 NW 9th Avenue, Suite 1106
Oakland Park, FL 33309
(954) 463-3091

Appraisers and Consultants
Fax (954) 463-8741
meachamassociates@gmail.com

January 18, 2021

Ms. Stephanie Woodbury
Project Manager
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023

**RE: An Appraisal of a Multifamily Residential Site and Storm Water Drainage
Pipe Easement Located at 4008 SW 52nd Ave., Pembroke Park, FL 33023**

Dear Ms. Woodbury:

In accordance with your request, we have performed an appraisal of the above-referenced property. An appraisal report format presents data findings while the underlying support data is retained within the appraiser's work file.

The type of value estimated within this appraisal report is market value. We have estimated the market value of the fee simple interest in the subject site, as if vacant land and the market value of the storm water drainage pipe easement, as of the January 2, 2021 date of inspection.

The intended use of the appraisal is to assist in the acquisition of a storm water drainage pipe easement along the portion of the subject property fronting County Line Road. We have estimated the value of the property before the easement acquisition and the value of the easement area.

It should be noted that, at the request of the client, we are valuing the subject site herein as if vacant land. The site is improved with a single family home that per the Broward County Property Appraiser website contains a gross enclosed area of 1,835 square feet and two detached garages containing 720 square feet and 240 square feet. The improvements are small and the demolition cost is not significant relative to the value property. This appraisal is based on the extraordinary assumption that the storm water drainage pipe easement does not diminish the owner's use of the subject property and that it does not permit the Town to have access to any other part of the property. This extraordinary assumption may have an impact on value.

An inspection of the subject property has been made by Michael B. Meacham, MAI and Mark Peter Olson, Associate Appraiser, and all data considered pertinent to the

Ms. Woodbury
Page 2
January 18, 2021

making of the appraisal has been investigated and analyzed. The results of the investigation together with conclusions can be found in the 48-page report following. This is an appraisal report conforming to all USPAP standards and guidelines and is made subject to assumptions and limiting conditions found in this report. Other than what is stated above and in the Limiting Conditions section of this report, there are no hypothetical conditions or extraordinary assumptions applied in this appraisal report.

We are experiencing the impact of the global outbreak of a "novel coronavirus" known as COVID-19. The ultimate extent and duration of the direct or indirect effect this event may have on the national economy, the local economy or the market in which the subject property is located is currently unknown. The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date indicated. The subject is a multifamily residential site. It is our opinion that the current market value of the subject has not been negatively impacted as of the date of value. The value could decline in the future depending on the ultimate severity and length of an economic and market downturn. The appraiser makes no representation as to the effect on the value of the subject property due to this event, or any event, subsequent to the effective date of the appraisal.

In our opinion, the market value of the fee simple interest of the subject property, as if vacant land, as of January 2, 2021, is estimated to be:

**ONE MILLION SIX HUNDRED EIGHTY-FIVE THOUSAND DOLLARS
(\$1,685,000).**

In our opinion, the market value of the storm water drainage pipe easement area to be acquired, as of January 2, 2021, is estimated to be:

**FIFTY-THREE THOUSAND DOLLARS
(\$53,000).**

Respectfully submitted,



Michael B. Meacham, MAI, President
State-Certified General Real Estate Appraiser RZ 824



Mark Peter Olson, Associate Appraiser
State-Certified General Real Estate Appraiser RZ 1825

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Project Name/No.:	Multifamily Residential Site & Storm Water Drainage Pipe Easement File No. 20-53870
Date of Report:	January 18, 2021
Property Location:	4008 SW 52 nd Ave., Pembroke Park, FL 33023
Legal Description:	Lot 18, HOLLYWOOD RIDGE FARMS, according to the Plat thereof, as recorded in Miscellaneous Plat Book 2, Page 16, of the Public Records of Broward County, Florida.
Property Rights Appraised:	Fee simple interest
Owner(s) of Record:	Frank D. Soar
Date of Value:	January 2, 2021
Site Description:	Subject Site - A basically rectangular shaped parcel with an area of 88,632 SF or 2.03 acres, level topography, paved road access, all utilities available. Storm Water Drainage Pipe Easement Area - A basically rectangular shaped parcel fronting County Line Road with an area of 5,552 SF or 0.13 acres
Zoning:	RM-16A, Medium Density Multiple Family Residential District, Pembroke Park, FL
Broward County Land Use Plan:	Medium (16) Residential, Broward County
Highest and Best Use:	As Vacant: Multifamily units (townhouses, apartments or condominiums).

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS
(Continued)

Value Indicators: Subject Property

Cost Approach:	N/A
Sales Comparison Approach:	\$1,685,000
Income Approach:	N/A

Final Estimate of Value: \$1,685,000

Value Indicators: Storm Water Drainage Pipe Easement

Cost Approach:	N/A
Sales Comparison Approach:	\$53,000
Income Approach:	N/A

Final Estimate of Value: \$53,000

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ADDENDA

Flood Maps
Easement Map
Purchase Order Form
Certification of Value
Limiting Conditions
Qualifications of Appraisers
Licenses of Appraisers

AN APPRAISAL

This is an appraisal report written in a format which is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice. As such, it presents discussions of the data and the reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained within the appraiser's work file. The depth of discussion contained in this report is specific to the needs of the client and for the intended usage stated below. The appraisers are not responsible for the unauthorized use of this report.

CLIENT: Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023

APPRAISERS: Meacham and Associates, Inc.
3409 NW 9th Avenue, Suite 1106
Oakland Park, FL 33309

SUBJECT: Multi-Family Site, As If Vacant
4008 SW 52nd Avenue
Pembroke Park, FL 33023

TYPE OF VALUE ESTIMATED AND DATE OF VALUE

The type of value estimated in this appraisal is the market value of the fee simple interest in the subject site as if vacant land and the value of the a storm water drainage pipe easement, as of the January 2, 2021 date of inspection.

The term "market value" is defined herein. Market value is defined as "the most probable price which a property should bring in a competitive and open market under all

TYPE OF VALUE ESTIMATED AND DATE OF VALUE
(Continued)

conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus."

Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

PROPERTY RIGHTS APPRAISED

Property rights appraised are the fee simple interest which is defined as "absolute ownership unencumbered by any other interest or estate; subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."²

¹ The Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010.

² The Appraisal of Real Estate, 13th Edition, Page 114, Appraisal Institute

SCOPE OF THE APPRAISAL

The subject property was personally inspected by Michael B. Meacham, MAI and Mark Peter Olson, Associate Appraiser. This inspection included walking the perimeter of the site and driving through the surrounding neighborhood.

Information regarding the subject site was provided by the client as well as researched in the public records and has been applied within our analysis of the subject property.

General background information on Broward County and specific information on the subject neighborhood was obtained through various private and governmental publications. Specific information relating to items such as zoning, land use plan designations, etc., was obtained by contacting the appropriate agency or reviewing documents provided by these agencies. The sales comparison approach was used in valuing the subject land.

In the sales comparison approach, sales of similar sites were researched in the subject market. We have utilized the public records, published sale services and had conversations with brokerage agents in the subject area. Information regarding each sale was verified with a principal or broker involved in each sale.

The storm water drainage pipe easement acquisition is the taking of a portion of the "Bundle of Rights". We have estimated the value of the easement area by applying a percentage to the value of the subject site prior to the easement acquisition.

Within this report, we will further discuss information specific to the subject properties. This information will be useful and enable a better understanding of the inputs within the valuation procedures.

INTENDED USE/INTENDED USER

The intended use of the appraisal is to assist the intended user, the Town of Pembroke Park, in the acquisition of a storm water drainage pipe easement along the portion of the subject property fronting County Line Road. Use of this report by anyone other than the stated intended user or for any other reason by the intended user is not intended by the appraisers and should not be relied upon.

OWNER OF RECORD: Frank D. Soar

EFFECTIVE DATE OF VALUE: January 2, 2021

DATE OF REPORT: January 18, 2021

SUBJECT PHOTOGRAPHS



SUBJECT SITE LOOKING NORTH



SUBJECT SITE LOOKING WEST

SUBJECT PHOTOGRAPHS



SUBJECT SITE LOOKING NORTHEAST



WEST ON COUNTY LINE ROAD

SUBJECT PHOTOGRAPHS



EAST ON COUNTY LINE ROAD



NORTH ON SW 52ND AVENUE

SUBJECT PHOTOGRAPHS



SOUTH ON SW 52ND AVENUE

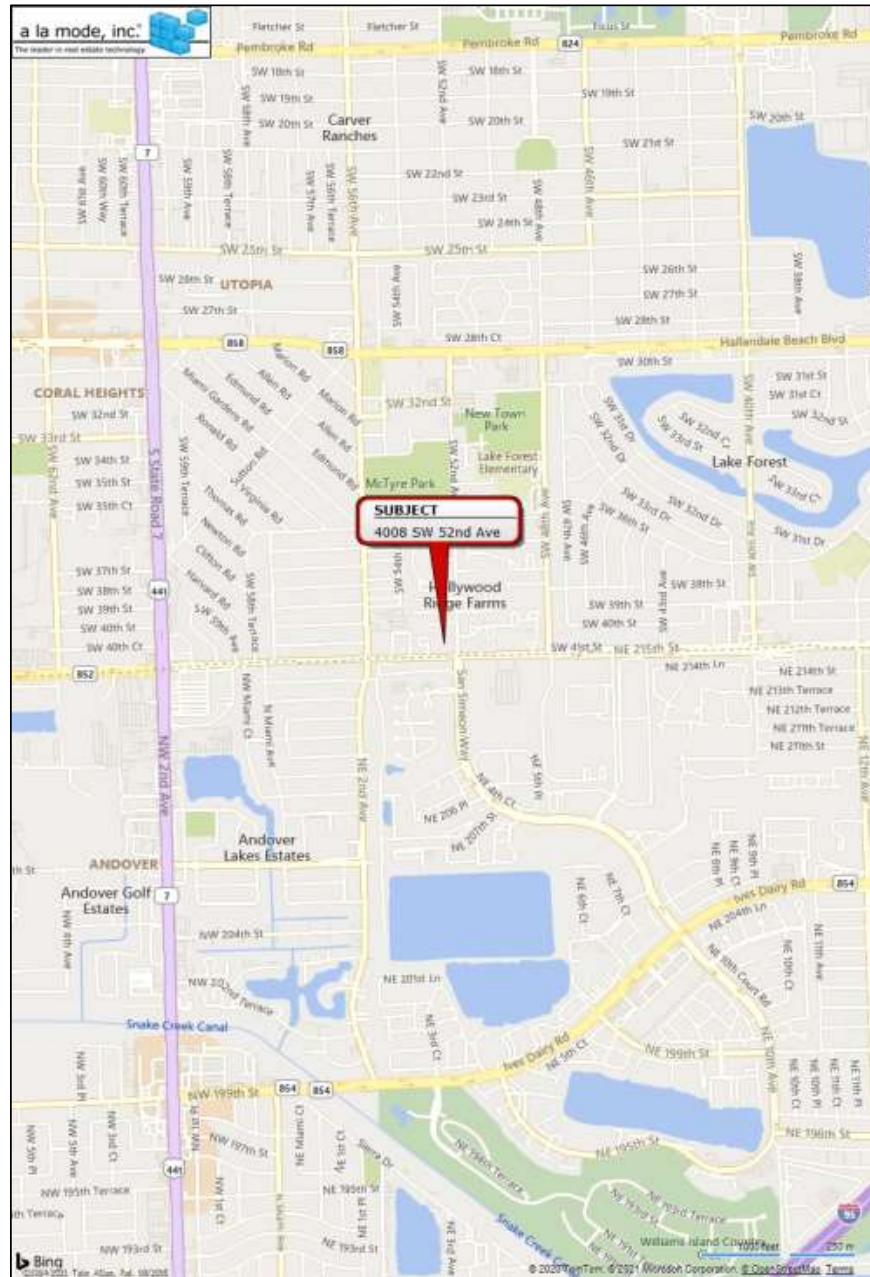
IDENTIFICATION OF PROPERTY

The subject property is a multifamily residential site containing 88,632 square feet or 2.03 acres. It is located at 4008 SW 52nd Avenue in Pembroke Park which is the northwest corner of SW 52nd Avenue and County Line Road. It is legally described per the Broward County Property Appraiser website as follows:

Lot 18, HOLLYWOOD RIDGE FARMS, according to the Plat thereof, as recorded in Miscellaneous Plat Book 2, Page 16, of the Public Records of Broward County, Florida.

The storm water drainage pipe easement area is a 20 foot strip of land extending along the subject property's County Line Road frontage containing 5,552 square feet or 0.13 acres. It will be used for an underground drainage pipe and a five foot wide sidewalk will also reportedly be constructed within this area.

GENERAL LOCATION MAP



LOCATION DESCRIPTION

The subject neighborhood is located in South Broward County in portions of the Town of Pembroke Park and City of West Park. The neighborhood has the following approximate boundaries:

North Boundary:	Hallandale Beach Boulevard
South Boundary:	County Line Road
East Boundary:	SW 48 th Avenue
West Boundary:	State Road 7

The neighborhood is approximately 95% developed. Primary development is residential in nature and includes a mix of moderately-priced single-family homes, villas, townhomes and condominiums as well as apartments. Additional developments include neighborhood and strip shopping centers located at major intersections and along major traffic arteries. The Raymond P. Oglesby Preserve, Ryan Park, McTyre Park, Lake Forest Elementary School, Watkins Elementary School and Pembroke Park Town Hall are located northeast of the subject along SW 48th Avenue and SW 52nd Avenue. County Line Road is the south boundary of the neighborhood and is the dividing line between Broward County and Miami-Dade County. It is a relatively heavily traveled two-lane east/west roadway providing good access to the subject property. Primary development along this road is residential in nature including a mix of single-family homes, villas, townhomes and condominiums as well as apartments. Recent townhouse sales in 2020 and 2019 typically range from the low \$150,000-\$200,000 range. Additional developments include a few neighborhood and strip shopping centers. Commercial uses are more heavily concentrated along the other main thoroughfares in the immediate area including State Road 7 and Hallandale Beach Boulevard (Miramar Parkway west of State Road 7) with

LOCATION DESCRIPTION
(Continued)

retail, office, restaurants, gas stations, freestanding retail and shopping centers along these roadways.

Surrounding neighborhoods are primarily developed with modestly-priced single-family residences that were typically constructed in the 1950s and 1960s along with some lower to medium density multifamily residential properties. The neighborhood to the south of the subject, which is located in Miami-Dade County, is primarily multifamily residential that is somewhat newer in terms of age than the subject neighborhood. Lennar Homes, a major residential developer in South Florida, is nearing completion of Via Ventura, a large development with 690 townhouses and villas ranging in price from approximately \$315,000 to \$400,000. Mila, A 1,290 unit luxury apartment development has begun leasing of stage III with one, two and three bedroom apartment renting from \$1,600 to \$2,200 per month.

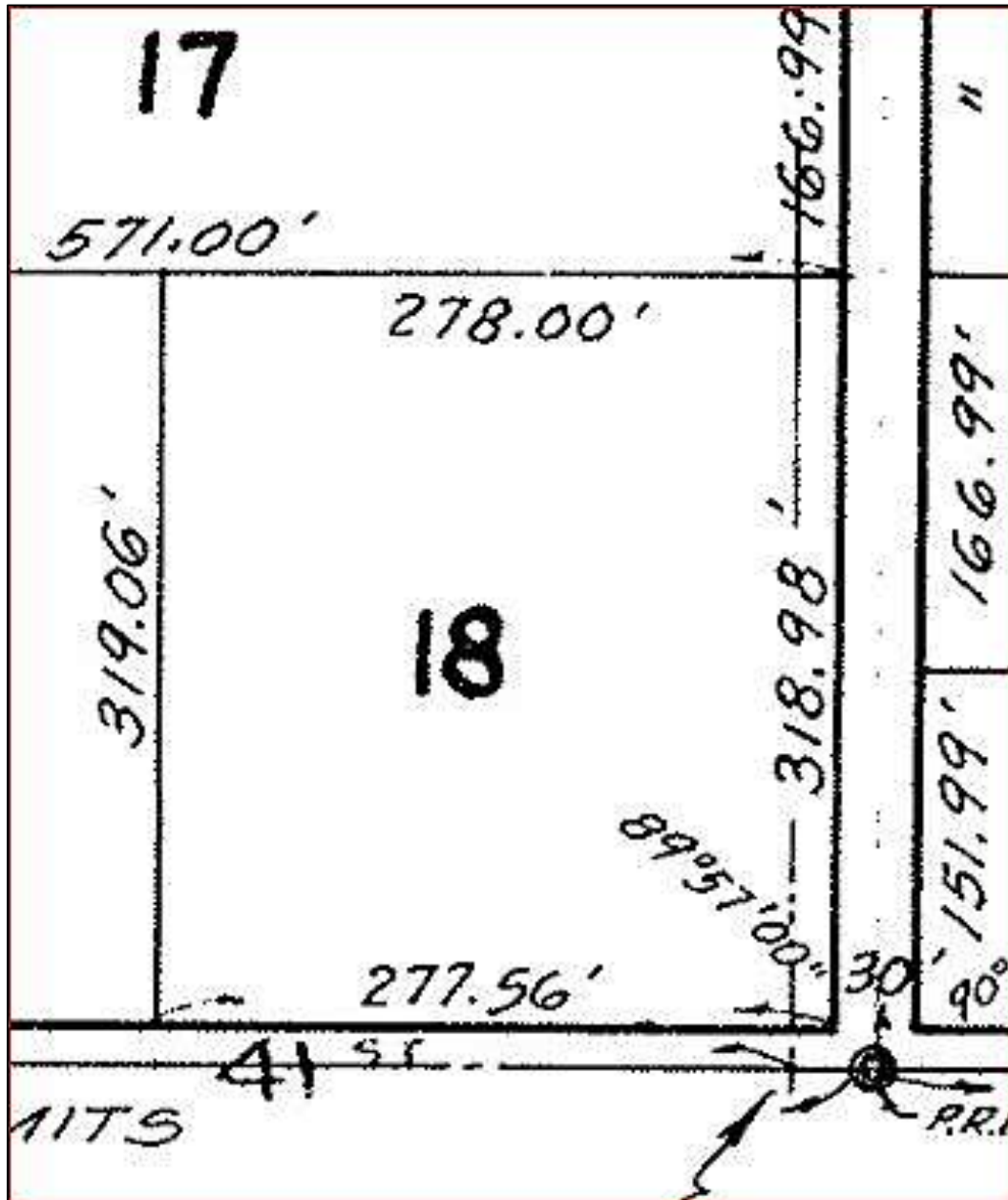
The major north/south traffic arteries in the subject area are Interstate 95, Florida's Turnpike and State Road 7. The major east/west traffic arteries are County Line Road, Hallandale Beach Boulevard (which becomes Miramar Parkway west of State Road 7), Pembroke Road and Hollywood Boulevard. Interstate 95 is approximately two miles to the east with entrances and exits at nearby Hallandale Beach Boulevard to the north and Ives Dairy Road to the south. County Line Road essentially becomes the Florida Turnpike Extension at an interchange approximately two miles to the west of the subject.

Schools, shopping, churches and other amenities are convenient to the area. Residential property values stabilized in late 2011 after a significant decline following

LOCATION DESCRIPTION
(Continued)

years of value escalation primarily due to liberal lending policies. In recent years values have increased. We are experiencing the impact of the global outbreak of a "novel coronavirus" known as COVID-19. The ultimate extent and duration of the direct or indirect effect this event may have on the national economy, the local economy or the market in which the subject property is located is currently unknown. The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date indicated. The subject is a multifamily residential site. It is our opinion that the current market value of the subject has not been negatively impacted as of the date of value. The value could decline in the future depending on the ultimate severity and length of an economic and market downturn. The appraiser makes no representation as to the effect on the value of the subject property due to this event, or any event, subsequent to the effective date of the appraisal.

PLAT MAP



AERIAL PHOTOGRAPH



SITE DATA

The subject property is comprised of a basically rectangular-shaped site containing 88,632 square feet or 2.03 acres. The storm water drainage pipe easement area is a 20 foot strip of land containing 5,552 square feet or 0.13 acres that extends along the property's County Line Road frontage. They have the following approximate dimensions:

	<u>Subject Site</u>	<u>Easement</u>
North Boundary:	278.00 feet	277.59 feet
South Boundary:	277.56 feet	277.56 feet
East Boundary:	318.98 feet	20.00 feet
West Boundary:	319.06 feet	20.00 feet

Note: The area of the subject site is taken from the Broward County Property Appraiser website and is similar to that estimated by the appraiser. The dimensions are taken from the subject Plat. The depth of the storm water drainage pipe easement was provided by the client. The areas and dimensions of the easement are estimated by the appraiser. The area and dimensions of the subject site and easement are subject to a survey.

Easements/Encroachments

There do not appear to be any adverse easements or encroachments: however a survey was not provided to the appraiser. The recorded plat does not indicate any adverse easements. No adverse conditions were not at the inspection.

Access/Exposure

The subject is located at the northwest corner of SW 52nd Avenue and County Line Road. County Line Road is the south boundary of the neighborhood and is the dividing line between Broward County and Miami-Dade County. It is a relatively heavily traveled east/west roadway providing good access to the subject property. Southwest 52nd

SITE DATA
(Continued)

Avenue is a light to moderately traveled neighborhood road. Access and exposure are average-to-good for multifamily residential uses.

Topography

The subject site is generally level and at road grade. There do not appear to be any significant soil problems; however, a soil test report has not been submitted to the appraiser. We also did not observe any evidence of environmental contamination during our inspection; however, the appraiser is not an expert in these fields. If the client has any concerns with this issue we recommend hiring a soil and environmental engineers.

Zoning/Land Use

The site is zoned RM-16A, Medium Density Residential District. An excerpt from the zoning code states that this district "is intended primarily for use as residential, however, certain other uses may be permitted as a conditional use. This zoning district is intended primarily for the southwestern area of the current Town of Pembroke Park that was previously within the former Town of Hollywood Ridge Farms. Preferred development structures include multifamily dwelling uses such as multi-story mid-rises, 2-story garden apartments, townhouses, villas and other attached units. However, detached single-family dwelling units and landscape nurseries are permitted as well and are consistent with the Medium (10-16 DUA) Residential category depicted on the Town's adopted Comprehensive Plan Future Land Use Map (FLUM)." The maximum density is 16 units per acre including one-half the adjacent right-of-way with the density being rounded to the nearest whole number. Based on review of the subject Plat and

SITE DATA
(Continued)

discussions with Mr. Michael Miller, the Pembroke Park Town Planner, this would include 15 feet of right-of-way along County Line Road and 15 feet of right-of-way along SW 52nd Avenue, which has a 30 foot right-of-way. County Line Road has a wider right-of-way; however, Mr. Miller stated that as currently improved more of the road is located in Miami-Dade County and that the amount attributed to the subject site would only include the 15 feet of right-of-way dedicated with the original Plat. The estimated size of the property for density purposes, including 9,173 square feet of adjacent right-of-way, is 97,805 square feet or 2.2453 acres. Based on this, 36 units could be constructed on the site. The size of the site for density purposes after the storm water drainage pipe easement acquisition is the same. It would also be the same if there was a taking rather than an easement because it is within an area that would require a right-of-way easement or dedication if the site were to be redeveloped. The Broward County Land Use Plan designates the site Medium (16) Residential, 16 dwelling units per acre. The site's zoning conforms to the underlying land use. The subject is considered to be a legal conforming use under the current zoning requirements.

Utilities

Public electric, water, sewer and telephone are available to the site.

Flood Zone

The subject site is situated in Flood Zone X as per FEMA Flood Panel #120052 0727H, dated August 18, 2014. Flood insurance is not required.

SITE DATA
(Continued)

Assessment

The subject property's 2020 assessed values as listed in the Broward County Tax Rolls are summarized below.

Folio No.	Land	Building	Just/Market Value	Assessed/SOH Value	Real Estate Taxes
5142-30-13-0130	\$177,260	\$130,250	\$307,510	\$236,600	\$4,178.99

The Just/Market Value and Assessed/SOH Value are well below the market value of the land.

IMPROVEMENTS

The site is improved with a single family home that per the Broward County Property Appraiser website contains a gross enclosed area of 1,835 square feet and two detached garages containing 720 square feet and 240 square feet. The subject site is appraised as vacant land. The existing improvements are small and the demolition cost is not material relative to the value of the subject site. Therefore, the improvements will not be discussed further in this report.

PROPERTY HISTORY

As per the Broward County Tax Assessor's records, the current ownership of the subject properties is as follows:

Frank D. Soar
4008 SW 52nd Ave.
Pembroke Park, FL 33023

Per our review of the Public Records of Broward County, there have been no transfers of title of the subject sites in the preceding three years. Based on review of traditional listing services the subject property is not currently listed for sale or lease.

HIGHEST AND BEST USE

I. As Vacant - The highest and best use must meet basic criteria. Each is discussed herein.

1. Legal Use – The site is zoned RM-16A, Medium Density Residential District. Permitted uses include multifamily dwelling uses such as multi-story mid-rises, 2-story garden apartments, townhouses, villas and other attached units. Detached single-family dwelling units and landscape nurseries are also permitted. The maximum density is 16 units per gross acre which includes one-half the adjacent right-of-way. The estimated size for density purposes, including 9,173 square feet of adjacent right-of-way, is 97,805 square feet or 2.2453 acres. Based on this, 36 units could be constructed on the site. The actual site size and size for density purposes would be the same after the storm water drainage pipe easement acquisition. The Broward County Land Use Plan designates the site Medium (16) Residential, 16 dwelling units per acre. The site's zoning conforms to the underlying land use. There are no known deed restrictions or other legal controls which would limit the use of the subject.
2. Physically Possible Use – The subject property is a rectangular shaped site encompassing 88,632 square feet or 2.03 acres. The estimated size for density purposes is 97,805 square feet or 2.25 acres. The size and shape are both conducive to development. Topography is primarily level and at road grade. There do not appear to be any significant soil problems; however, a soil test report has not been submitted to the appraiser. Utility services (electric, telephone, water and sewer) are available to the site. Location of the site is also considered. The subject is located at the northwest corner of SW 52nd Avenue and County Line Road. County Line Road is a relatively heavily traveled east/west roadway providing good access to the subject property. Southwest 52nd Avenue is a light to moderately traveled neighborhood road. Access and exposure are average-to-good for multifamily residential uses. The zoning and physical characteristics of the subject site are conducive to a variety of residential developments as allowed by zoning.
3. Financially Feasible/Maximally Productive – The subject site is located in a moderately priced multiple and single-family residential neighborhood. Demand for multifamily residential development in the area is good. Based on the zoning and the overall development in the area, it is felt that townhouses, apartments or condominiums

HIGHEST AND BEST USE
(Continued)

would be financially feasible uses on the subject site. As previously discussed, the subject site could be legally developed with 36 units. Based on the subject location and characteristics of the surrounding neighborhood as well as development trends in the general area, it is felt that townhouses would be the most likely development on the subject site. The adjacent site on the east was developed in 2007 with a 33 unit townhouse project. This site is the same size as the subject for density purposes; however, physically it is 15 feet wider (4,785 square feet or 5% larger) as the easterly 15 feet of the subject site was dedicated for SW 52nd Avenue right-of-way in the original plat. Based on the physical size and dimensions of the subject site and review of the densities of recent townhouse projects constructed in the general area we have estimated a likely total of 33 units would also be built on the site as the physical width of the subject site would still be adequate to develop a project similar to the project adjacent site on the east. This results in a density of 14.70 units per gross acre and 16.22 units per net acre. Based on this, the maximally productive use would be for a 33 unit townhouse development.

Based on the proceeding, the highest and best use of the subject site as if vacant would be for a 33 unit townhouse development. As subsequently discussed in the valuation of the storm water drainage pipe easement the highest and best use of the subject site, as if vacant and after acquisition of the easement, would also be for a 33 unit townhouse development.

The site is improved with a single family home that per the Broward County Property Appraiser website contains a gross enclosed area of 1,835 square feet and two detached garages containing 720 square feet and 240 square feet. The subject is appraised as vacant land. The existing improvements are small, they provide no contributing value to the highest and best use and the demolition cost is not material relative to the value of the subject site.

THE VALUATION PROCESS

The valuation process is a systematic procedure an appraiser follows to provide answers to a client's questions about real property values. The steps in the valuation process include: (1) Identification of the Problem, (2) Scope of Work Determination, (3) Data Collection and Property Description, (4) Data Analysis, (5) Site Value Opinion, (6) Application of the Approaches to Value, (7) Reconciliation of Value Indications and Final Opinion of Value and (8) Report of Defined Value.³

As discussed previously, the purpose of this appraisal is to estimate the market value of the fee simple interest of the subject property as vacant land and the value of the storm water drainage pipe easement. One of the three approaches to value (sales comparison approach) will be used to estimate the subject's market value. The initial portion of the report is the valuation of the subject property as vacant land which is followed by the valuation of the storm water drainage pipe easement.

The sales comparison approach is based on the proposition that an informed purchaser would pay no more for a property than the cost of acquiring an existing property with the same utility. It is considered most viable when an adequate number of similar properties have recently sold. The sales comparison approach is a direct comparison of similar recent sales of vacant land to the subject property. Sales of similar properties were compared to the subject based on sales price per potential unit of development. The storm water drainage pipe easement acquisition is the taking of a portion of the "Bundle of Rights". We have estimated the value of the easement area by applying a percentage to the value of the subject site prior to the easement acquisition. The Town did not provide a

³ The Appraisal of Real Estate, 13th Edition, Pages 129 and 131, Appraisal Institute

THE VALUATION PROCESS
(Continued)

perpetual easement document. This appraisal is based on the extraordinary assumption that the storm water drainage pipe easement does not diminish the owner's use of the subject property and that it does not permit the Town to have access to any other part of the property. This extraordinary assumption may have an impact on value.

The income approach was not applicable. Vacant land in this market area is not typically leased nor purchased for its income producing potential; therefore, the income approach was not used. The cost approach is not applicable as the subject is being appraised as vacant land. The omission of the income and cost approaches does not affect the credibility of this appraisal.

SALES COMPARISON APPROACH

SALES COMPARISON APPROACH

The sales comparison approach involves direct comparison of the property being appraised to similar properties that have sold in the same or in similar markets. This approach is also referred to as the market data approach. In this analysis, sales of similar properties in the subject and comparable neighborhoods have been investigated and analyzed. These properties have been compared to the subject and adjusted for differences in location appeal, general market appeal of the property, financing, property rights conveyed, motivations of buyers and sellers and other important factors.

The basic steps of the sales comparison approach are listed below:

1. Research the market to obtain information on sales transactions, listings, and offerings to purchase properties similar to the subject property.
2. Verify the information by confirming that the data obtained are factually accurate and that the transactions reflect arms-length market considerations.
3. Select relevant units of comparison (e.g., price per acres, per square foot, or income multiplier) and develop a comparative analysis for each unit.
4. Compare the subject property and comparable sale properties using the elements of comparison and adjust the sale price of each comparable appropriately or eliminate the property as a comparable.
5. Reconcile the various value indications produced from the analysis of comparables into a single value indication or a range of values.

The unit of comparison used in this analysis is sales price per potential unit of development. This is the most typical unit of comparison used by the market for this type of property.

A thorough search of the subject market was made to locate recent sales or listings of similar sites. The search included public records, brokers, developers, investors and owner/users and was limited to the subject's neighborhood and comparable

SALES COMPARISON APPROACH
(Continued)

neighborhoods in Broward County. Four sales, considered to be the most comparable of all the sales analyzed, are used in this approach. Each of the sales were inspected and verified by examination of the public records and with a principal involved in the transaction to uncover terms and special considerations. The sales have been discussed on the following pages along with a detailed explanation of adjustments used to derive an indication of value for the subject property. A map showing the location of the sales in relation to the subject follows the discussion of sales.

LAND SALE 1

Date of Sale:	June 12, 2020
Instrument No.:	116559156
Grantor:	County Line Residences, LLC
Grantee:	Casas Novas Mr, LLC
Location:	4901 County Line Rd., Pembroke Park, FL 33023
Legal Description:	The East one half of the West 284 feet of the South one half of the Southeast one quarter of the Southeast one quarter the Southwest one quarter of Section 30, Township 51 S., Range 42 E., less the South 15 feet thereof, for road right-of-way; also known as Lot 20-E, HOLLYWOOD RIDGE FARMS, according to the Plat thereof, as recorded in Miscellaneous Plat Book 2, Page 16, of the Public Records of Broward County, Florida.
Folio No.:	5142-30-13-0170
Sale Price:	\$800,000
Site Areas:	45,272 SF or 1.04 acre
Zoning:	S-1, Civic and Recreational District, Pembroke Park
Elevation:	Level and at road grade
Access:	County Line Rd.
Use At Time of Sale:	Vacant land
Platted:	Yes
Available Utilities:	Electric, telephone, water and sewer
Financing:	Cash sale, no impact on sales price

LAND SALE 1
(Continued)

Price/Unit:	\$50,000 based on 16 units
Verification:	MLS and Alena Gridasova, listing and selling agent
Comments:	The sale was contingent on the buyer being able to rezone the property from S-1, Civic and Recreational District to RM-16A, Medium Density Multiple Family. The Broward County Land Use Plan designates the site Medium (16) Residential, 16 dwelling units per acre and the Town of Pembroke Park Land Use Plan designates the site as Medium (10-16 DUA) Residential. Based on discussions with Mr. Mike Miller, the Town Planner, the buyer did rezone the property prior to closing. This was essentially a formality with the buyer paying \$7,500 to a cost recovery fund to cover the town's expenses in processing the rezoning. The property is located in the immediate neighborhood along County Line Rd. ±743 east of the subject property. It had an original asking price on beginning October 22, 2019 of \$1,200,000 which was reduced to \$985,000 on July 2, 2019. The marketing period was 530 days. The listing agent stated that she did not feel the COVID-19 pandemic impacted the sale price or marketing of the property. The gross area for density purposes is 47,402 SF or 1.09 acres resulting in a maximum of 17 units. Based on the size, dimensions and units built in similar projects in the area, for comparison purposes we have estimated that 16 units would be developed on the site.

LAND SALE 2

Date of Sale: January 22, 2019

Instrument No.: 115643332

Grantor: 99 Hallandale LLC

Grantee: 901 Hallandale Townhomes, LLC

Location: 901 SW 9th Street, Hallandale Beach, FL 33009

Legal Description: Lots 23, 24, 25, 26 and 27, Block 5 and Lots 1, 2, 3, 4, 5, 6 and 7, Block 7, GOLDEN HEIGHTS, according to the Plat thereof, as recorded in Plat Book 4, Page 9, of the Public Records of Broward County, Florida.

Folio No.: 5142-28-03-0100, 0120 and 0230

Sale Price: \$1,000,000

Site Area: 70,401 SF or 1.62 acres (41,601 SF or 0.96 acres and 28,800 SF or 0.66 acres)

Zoning: RD-12, Residential Two-Family (Duplex) District, Hallandale Beach

Elevation: Level at road grade

Access: SW 9th Street and SW 9th Avenue

Use at Time of Sale: A vacant parcel and a parcel improved with a 1,506 SF house which will ultimately be demolished for redevelopment.

Platted: Yes

Available Utilities: Electric, telephone, water and sewer

Financing: A \$500,000 PMM with the seller which was paid off on May 26, 2019 and reported to have no impact on sale price.

LAND SALE 2
(Continued)

Price/Unit:	\$50,000 based on 20 units
Verification:	Maria Stark, representative of the buyer
Comments:	This sale consists of two sites separated by SW 9th St. The property is located in an average quality residential area south of Hallandale Beach Boulevard and east of Interstate 95. The owner's representative indicated that at sale there were some preliminary plans which contributed no value. Subsequent to purchase the buyer reconfigured the plans and has preliminary approvals for a 20 unit townhouse development with 12 units on the south parcel and eight units on the north parcel. The property is currently listed for sale at \$1,690,000. This is an increase from the original asking price of \$1,590,000 when the property was first listed by the current agent on November 22, 2019. The listing agent stated that there has been some activity but no substantial offers.

LAND SALE 3

Date: February 20, 2020

Instrument No.: 116372952

Grantor: Mini Lofts, LLC

Grantee: 7th Avenue Properties, LLC

Location: 475 SW 27th Avenue, Fort Lauderdale, FL 33312

Legal Description: Lengthy legal on file; a portion of Lots 6 through 20, Block 38, of WESTWOOD HEIGHTS, according to the Plat thereof, as recorded in Plat Book 6, Page 34, Broward County, Florida.

Folio No.: 5042-08-01-0390

Sale Price: \$1,730,000

Site Area: 87,918 SF or 2.02 acres

Zoning: RMM-25, Residential Multi-Family Mid-Rise, Medium-High Density, City of Fort Lauderdale; permits 25 units per acre

Elevation: Level and at road grade

Access: SW 27th Avenue, SW 28th Avenue and SW 4th Court

Use at Time of Sale: Vacant

Platted: Yes

Available Utilities: Electric, telephone, water and sewer

Financing: Cash sale

Asking Price/Unit: \$42,195 based on 41 units

Verification: Yelana Yanovskaya, agent for the buyer

LAND SALE 3
(Continued)

Comments:

The seller in this transaction had preliminary plans for a 41 unit townhouse development. The buyer's agent stated that the plans contributed no value and that they considered the purchase to be for land only. She also stated that the buyer has not decided whether they will develop the site or hold it for resale. Property was previously a small mobile home Park and the mobile homes had been removed many years ago. The property had been on and off the market since May of 2018 at asking prices ranging from \$2,500,000 to the most recent asking price of \$1,799,000 beginning on September 27, 2019.

LAND SALE 4

Date of Sale: April 29, 2020

Instrument No.: 116487130 with a Corrective Warranty Deed correcting the legal description executed on July 9, 2020 in Instrument No. 116657450

Grantor: 1031 SW 28th Street, LLC

Grantee: ECOAR, LLC

Location: The south side of SW 26th Street ±630 feet east of SW 9th Avenue, Fort Lauderdale, FL 33315

Legal Description: The North 5 acres of the following land described in Broward County tax folio #5042-21-00-0140: The Southwest one quarter of the Northeast one quarter of the Northeast one quarter of Section 21, Township 50 S., Range 42 E., situate, lying and being in Broward County, Florida.

Folio No.: 5042-21-00-0140

Sale Price: \$4,850,000

Site Areas: 217,800 SF or 5.00 acres

Zoning: RD-15 - Multifamily Residential, Fort Lauderdale

Elevation: Level, at road grade and heavily overgrown with trees and bushes

Access: SW 26th Street

Use At Time of Sale: Vacant land

Platted: Yes

Available Utilities: Electric, telephone, water and sewer

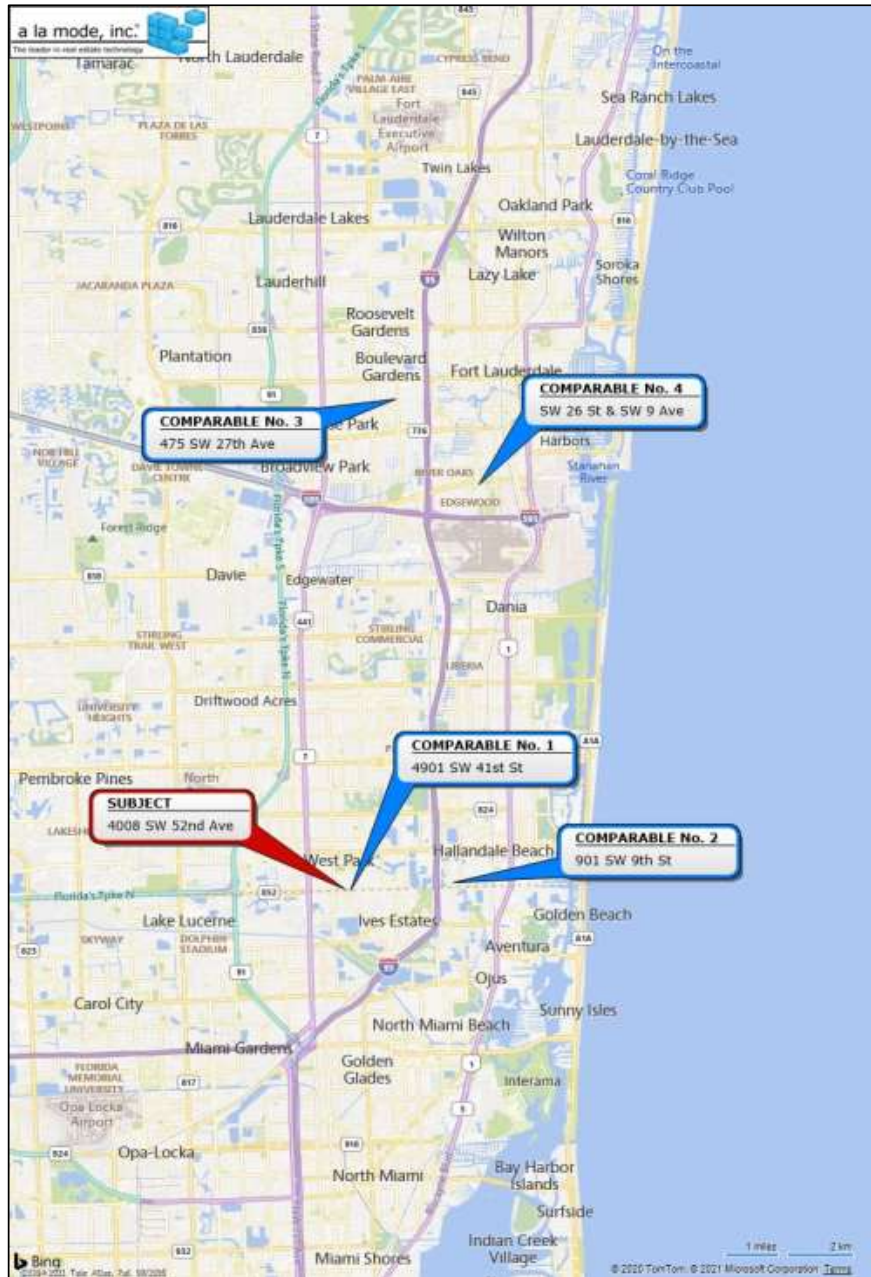
Financing: Cash sale

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LAND SALE 4
(Continued)

Price/Unit:	\$67,361 based on 72 units
Verification:	Gabrielle DiThomaso listing agent and Nathaniel Crawford buyer's agent
Comments:	The site is heavily overgrown; however, the listing agent stated that they had a tree survey done and the cost to clear and/or relocate trees should not be too substantial. The buyer's agent also confirm this and neither agent was aware of the existence of any muck, however soil tests had yet to be completed. The property had a mixed zoning of multifamily residential, commercial and community facility, but was rezoned by the seller prior to sale. The buyer's agent stated that they will construct a 72 unit townhouse development with projected asking prices in the mid \$300-\$400,000 range. The property had an asking price of \$6,500,000 and a marketing period 92 days.

LAND SALES MAP



VALUATION DATE 01/02/21	03/01/20				
CHANGE RATE/YR THRU	3%				
03/01/20					
	<u>SUBJECT</u>	<u>SALE 1</u>	<u>SALE 2</u>	<u>SALE 3</u>	<u>SALE 4</u>
ADDRESS	4008 SW 52ND AVE PEMBROKE PARK	4901 COUNTY LINE RD PEMBROKE PARK	901 SW 9TH ST HALLANDALE BEACH	475 SW 27TH AVE FORT LAUDERDALE	SW 26TH ST E/O SW 9TH AVE FORT LAUDERDALE
SQUARE FEET	88,632	45,272	70,401	87,918	217,800
# OF UNITS	33	16	20	41	72
ZONING	RM-16A	S-1	RD-12	RMM-25	RD-15
EFFECTIVE DENSITY	16.22	15.39	12.37	20.31	14.40
SALE DATE	N/A	12-Jun-20	22-Jan-19	02-Feb-20	29-Apr-20
SALE PRICE	N/A	\$800,000	\$1,000,000	\$1,730,000	\$4,850,000
SALE \$/UNIT		\$50,000	\$50,000	\$42,195	\$67,361
ESTATE CONVEYED	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
FINANCING		\$0	\$0	\$0	\$0
ADJ. SALE \$/UNIT		\$50,000	\$50,000	\$42,195	\$67,361
CONDITIONS OF SALE		\$0	\$0	\$0	\$0
ADJ. SALE \$/UNIT		\$50,000	\$50,000	\$42,195	\$67,361
TIME ADJUSTMENT		\$0	\$1,663	\$0	\$0
SALE \$/UNIT AFTER TIME		\$50,000	\$51,663	\$42,195	\$67,361
ADJUSTMENTS:					
LOCATION	AVERAGE	0%	0%	10%	-25%
SIZE	88,632	0%	0%	0%	0%
SHAPE	RECTANGULAR	0%	0%	0%	0%
TOPOGRAPHY	LEVEL	0%	0%	0%	3%
PLATTED	YES	0%	0%	0%	0%
ZONING/EFF. DENSITY	RM-16A/16.22	1%	-5%	5%	0%
NET ADJ (AFTER TIME)		1%	-5%	15%	-22%
ADJ'D SALE PRICE-\$/UNIT		\$50,500	\$49,080	\$48,524	\$52,542
AVG \$/UNIT	\$50,161				

ANALYSIS OF LAND SALES

The preceding sales are compared directly to the subject sites (as if vacant land) and adjusted for the differences as follows:

Property Rights Conveyed

All of the sales were conveyed in fee simple title. The subject is also being appraised in fee simple title; therefore, no adjustment is required.

Financing

The sales were either cash transactions or had typical market financing which did not affect the purchase price. No adjustments to these sales are considered necessary.

Conditions of Sale

The sales were each verified to be arms-length transactions with no special conditions of sale being noted. No adjustments were considered necessary.

Market Conditions/Time

Based on an analysis of market trends and conversations with brokers active in this area with similar properties, we have considered adjustments for market conditions for the sales. Residential and values had increased significantly in prior years but values stabilized in 2007, softened in 2008 and declined through 2011. Land values again stabilized and had increased in recent years. The sales occurred between January 2019 and June 2020. Based on this upward adjustments of 3.0% annually up to March 1, 2020 are made. As previously discussed, although we are experiencing the impact of COVID-19, it is our opinion that the market value of the subject has not been negatively impacted as of the date of value. The subject is a multifamily residential site that is suitable for townhouse development. Townhouse developments in contrast to

ANALYSIS OF LAND SALES
(Continued)

condominiums have minimal common areas and do not suffer from the impact of social distancing. Based on discussions with brokers active in this market, properties with these attributes have not been negatively impacted. Sales 1 and 4 occurred two to three and half months after COVID-19 had become widely known and the listing agents stated that it had no impact on marketing the properties. Sale 2 occurred prior to the onset of COVID-19 and Sale 3 occurred prior to it becoming widely known. Although the subject and similar properties have not seen declines in unit values, prices have also not escalated since early March 2020. Therefore the annual 3% increases for Sale 2 are taken from the date of sale through March 1, 2020 and Sales 1, 3 and 4 did not require adjustments.

Location

The subject site is located at 4008 SW 52nd Avenue in Pembroke Park which is the northwest corner of SW 52nd Avenue and County Line Road. It has an average location in a moderate priced residential neighborhood. Sale 1 is located along County Line Road in the immediate subject area and did not require adjustment. Sale 2 is located in average quality residential area south of Hallandale Beach Boulevard and east of Interstate 95 and Hallandale Beach. This area is considered to be relatively similar to that of the subject property. Overall location appeal is considered to be similar and no adjustment was applied to this sale for location. Sale 3 is located at 475 SW 27th Avenue in Fort Lauderdale. This is also very average quality residential neighborhood, but is considered slightly inferior to the subject location which is in close proximity to new development in Miami-Dade County. Overall location appeal is considered to be inferior and an upward

ANALYSIS OF LAND SALES
(Continued)

adjustment of 10% was applied for location. Sale 4 is located south of the State Road 84 and east of Interstate 95 in Fort Lauderdale. This is a significantly superior area and a downward adjustment of 25% was applied to this sale for location.

Size

The subject site encompasses an area of 88,632 square feet. The sales range in size from 45,272 – 217,500 square feet. At times smaller sites can sell for higher unit prices but alternatively, larger site can have greater utility as the amount of management time and effort required to develop slightly larger sites can be similar. No adjustments are considered necessary for size.

Shape

The subject is a rectangular shaped site. Sales 1, 3 and 4 are relatively similar in regard to their respective shapes. No adjustments were applied to these sales for shape. Sale 2 consist of two rectangular shaped sites separated by a road. No adjustments were considered necessary for this factor.

Topography

The subject site is generally level and at road grade. It had been used as a nursery but is a relatively clear site. Sales 1, 2 and 3 generally cleared level and at road grade. Sale 2 has a house on a portion of the site and the demolition cost is not significant relative to the value of the site. No adjustments were considered necessary for this factor. Sale 4 is heavily overgrown with trees and bushes. The listing agent stated that they had a tree survey and the estimated cost to clear and/or relocate any trees should not be

ANALYSIS OF LAND SALES
(Continued)

significant. This was also confirmed by the buyer's agent. An upward adjustment of 3% is considered warranted as there will be some cost involved.

Platting

The subject and Sales 1, 2 and 3 are platted under old plats, but may need to be re-platted, to allow for development. Sale 4 is not platted, but the cost of platting would not be significant relative to the value of the land. Overall no adjustments were considered warranted for this factor.

Zoning/Density

The subject has medium density residential zoning and an estimated effective density of 16.22 units per acre. Sale 1 had a Civic and Recreational District zoning classification and was rezoned by the buyer to RM-16A, Medium Density Multiple Family prior to closing. The rezoning cost was reported at approximately \$7,500 which equates to approximately 1% of the sale price. Based on this we have made an upward adjustment of 1% for this factor. Sale 2 has medium density residential zoning and an effective density ranging of 12.37 units per acre. Typically lower density sites are developed with larger more expensive units. A downward adjustment of 5% was given for this factor. Sale 3 has a higher effective density estimated at 20.31 units per acre. Typically higher density sites are developed with smaller less expensive units. An upward adjustment of 5% was given for this factor. Sale 4 has medium density residential zoning and an effective density 14.40 units per acre. It is relatively similar and did not require adjustment.

ANALYSIS OF LAND SALES
(Continued)

Correlation of Land Value

The sales used in this report reflect the best available land sales which have similar attributes and are located in Broward County for which adequate information could be obtained. The sales used have been compared to the subject and adjusted for differences in location, sale date, size, topography, zoning, financing, property rights conveyed and other factors.

The sales reflect a range in value indicators, before application of the above-noted adjustments, of \$42,195 - \$67,361 per unit. The adjusted prices range from \$48,524 - \$52,542 per unit, with an average of \$50,161 per unit. Greater weight was placed on Sale 1 as it is the most recent sale and is located in the immediate subject neighborhood. Based on the preceding, we have estimated the unit value of the subject site at \$51,000 per unit resulting in a value of:

Units	Value/Unit	Land Value "As if Vacant"	Rounded
33	\$51,000	\$1,683,000	\$1,685,000

Based on the preceding, the estimated market value of the subject property, as if vacant, as of the January 2, 2021 valuation date, is:

ONE MILLION SIX HUNDRED EIGHTY-FIVE THOUSAND DOLLARS
(\$1,685,000).

VALUATION OF THE STORM WATER DRAINAGE PIPE EASEMENT

The value of the subject property is estimated at \$1,685,000 which equates to \$19.01 per square foot of land area. The storm water drainage pipe easement area is 5,552 square feet. The value of the pro rata share of the easement area based on dollars per square foot of land area is \$105,544 ($\$19.01/\text{SF} \times 5,552 \text{ SF}$). The easement acquisition is a taking of a percentage of the "Bundle of Rights" and provides the Town with use of the area for installing an underground drainage pipe and a sidewalk. The easement is located within the building setback area and is also within an area that would be required for a right-of-way easement or dedication if the site is redeveloped. Ms. Myriam Jacques, Interim Public Services Director of the Town of Pembroke Park stated that the owner would not likely be able to use this area as a portion of the required minimum landscaped open space area as part of a new development. Mr. Mike Miller, Pembroke Park, Town Planner stated that the developer of a nearby townhouse project was able to use right-of-way easement area as a portion of the required minimum landscaped open space area. It is uncertain whether the easement area can be used toward the minimum landscaped open space area requirement, but if that was the case with the subject property they would essentially retain 100% use of the property after the easement acquisition. This appraisal is based on the extraordinary assumption that the storm water drainage pipe easement does not diminish the owner's use of the subject property and that it does not permit the Town to have access to any other part of the property. This extraordinary assumption may have an impact on value. Based on this, there are not considered to be any damages to the property after the easement

VALUATION OF THE STORM WATER DRAINAGE PIPE EASEMENT
(Continued)

acquisition and the highest and best use of the property before and after the storm water drainage pipe easement acquisition would be the same. The Town of Pembroke Park gets full use of the easement area for their needs and the owner retains primary use as setbacks and possible use for minimum landscaped requirements. The owner and Town therefore will be sharing the use of the site and we have applied 50% of the value of the underlying land to the storm water drainage pipe easement resulting in a value of \$52,772 (\$105,544 X 50%) or \$53,000 rounded.

Based on the preceding, the estimated market value of the storm water drainage pipe easement, as of the January 2, 2021 valuation date, is:

FIFTY-THREE THOUSAND DOLLARS
(\$53,000).

FINAL RECONCILIATION

Reconciliation is defined as “the last phase in the development of a value opinion in which two or more value indications derived from market data are resolved into a final value opinion, which may be either a final range of value or a single point estimate.”⁴ The process involves a review of approaches used, quantity and quality of data and methods and techniques of analysis. A conclusion of value is reached based on the appraiser’s opinion of the reliability of each approach used.

One of the three traditional approaches to value has been used in this appraisal. The following value is indicated as:

Subject Property - Sales Comparison Approach:	\$1,685,000
Drainage Pipe Easement:	\$ 53,000

Sales Comparison Approach

The sales comparison approach involves the research and analysis of sales of vacant industrial land that are considered similar to the subject. The reliability of this approach is dependent on the quantity and quality of sales data. Four vacant sales were used in this analysis. The comparables used were sales of similar land located in similar areas. The sales were verified by the grantor, grantee and/or the agent involved in the sale who provided information regarding conditions of sale, physical data and financing. The sales were also checked in the public records. Quality and quantity of sales data is considered good. Overall, the sales comparison approach in this appraisal is considered well supported and a reliable value indicator.

⁴ The Dictionary of Real Estate Appraisal, Fifth Edition, 2010, Page 79, Appraisal Institute

FINAL RECONCILIATION
(Continued)

The storm water drainage pipe easement acquisition is the taking of a portion of the "Bundle of Rights". We have estimated the value of the easement area by applying a percentage to the value of the subject site prior to the easement acquisition.

In our opinion, the estimated market value of the fee simple interest in the subject site, as if vacant land, as of January 2, 2021, is estimated to be:

ONE MILLION SIX HUNDRED EIGHTY-FIVE THOUSAND DOLLARS

(\$1,685,000).

In our opinion, the estimated market value of the storm water drainage pipe easement, as of the January 2, 2021 valuation date, is:

FIFTY-THREE THOUSAND DOLLARS

(\$53,000).

ESTIMATE OF MARKETING PERIOD/EXPOSURE TIME

In estimating the marketing period/exposure time for the subject property, we have considered market and economic conditions, the subject's location and an analysis of the sales used in this appraisal. The subject has an average residential location along a moderately traveled road. The sales had marketing periods as follows:

Sale 1 – 530 days
Sale 2 – N/A
Sale 3 – N/A
Sale 4 – 92 days

Market and economic conditions for multifamily residential sites are moderate. Based on discussions with brokers active in this market, properties with these attributes have not been negatively impacted by COVID-19. Sale 1 sold on June 12, 2020 and had an original asking price on beginning February 22, 2019 of \$1,200,000 which was reduced to \$985,000 on July 2, 2019. The marketing period was 530 days, but the asking price was relatively high which extended the marketing period. The listing agent stated that COVID-19 had no impact on marketing the property. Sale 4 sold on April 29, 2020 and had a marketing period of only 92 days and the listing agent stated that COVID-19 had no impact on marketing the property.

Based on this as well as discussions with real estate brokers active in the subject area, the marketing period for the subject property is estimated at 9 - 12 months. The exposure time (period leading up to a sale subsequent to the date of value) is also estimated at 9 - 12 months. The COVID-19 Pandemic has been occurring for approximately eight months, therefore the exposure time would be similar to the marketing period. This assumes a reasonable asking price relative to the market value of the property.

ADDENDA



BROWARD COUNTY PROPERTY APPRAISER MAP

TOWN OF PEMBROKE PARK
 3150 SW 52ND AVENUE
 PEMBROKE PARK, FL 33023
 Phone: (954) 966-4800 Fax: (954) 961-4760

Purchase Order

Purchase Order No. 0305498
 Vendor Number 36458
 Vendor Ph/Fax: (954) 463-3091 / (954) 463-8741

To Meacham And Associates Inc.
 3409 NW 9th Ave
 Suite 1106
 Oakland Park, FL 33309

Ship to TOWN OF PEMBROKE PARK
 3150 SW 52ND AVENUE
 PEMBROKE PARK, FL 33023

PO Date	Ship Via	F.O.B.	Terms		
12/17/2020					
Buyer Name	Freight Type	Expected Date	Vendor Contact	Remarks	Tax
FINANCE DE	Added	12/15/2020	Mike Meacham		0.00%

Quantity	Vendor Stock #	Description	Unit Cost	Extended
1.00		Stormwater-Land Appraisal at Countyline Road (SW 52nd Ave & 56th Ave)	\$3,600.0000	\$3,600.00
Authorized Signature: 			Sub Total	\$3,600.00
			Discount	0.00
			Freight	0.00
			Sales Tax	0.00
			Total	\$3,600.00

CERTIFICATION

The undersigned appraiser, in accordance with the Standards of Professional Practice and Code of Professional Ethics of the Appraisal Institute, and with the Uniform Standards of Professional Appraisal Practice, certify to the following.

1. Michael B. Meacham, MAI, President and Mark Peter Olson, Associate Appraiser, have personally inspected the subject property, located at 4008 SW 52nd Avenue, Pembroke Park, FL 33023.
2. The statements of fact contained in this report are true and correct.
3. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, impartial and unbiased professional analyses, opinions and conclusions.
4. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. No one provided significant real property appraisal assistance to the person signing this certification.

CERTIFICATION

(Continued)

11. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in approval of a loan.
12. As of the date of this report, Michael B. Meacham, has completed the continuing education program of the Appraisal Institute.
13. We have not performed an appraisal or any other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

All work done in the making of this appraisal, excluding processing, was performed by Michael B. Meacham, MAI, and Mark Peter Olson, Associate Appraiser.

Respectfully submitted,



Michael B. Meacham, MAI, President
State-Certified General Real Estate Appraiser RZ 824



Mark Peter Olson, Associate Appraiser
State-Certified General Real Estate Appraiser RZ 1825

LIMITING CONDITIONS

1. The legal description used in this report is assumed to be correct.
2. No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters. Sketches in this report are included only to assist the reader in visualizing the property.
3. No responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and merchantable.
4. Information furnished by others is assumed to be true, correct and reliable. A reasonable effort has been made to verify such information, however, no responsibility for its accuracy is assumed by the appraiser.
5. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report. The property is appraised as though under responsible ownership and competent management.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in the appraisal report.
9. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries of property lines of the property described and that there is no encroachment or trespass unless noted within the report.

LIMITING CONDITIONS

(Continued)

11. The appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made thereof.
12. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with properly written qualifications and only in its entirety.
13. The distribution of the total value in this report between land and improvements applied only under the reported highest and best use of the property. The allocation of value for land and improvements must not be used in conjunction with any other appraisal and is invalid if so used.
14. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without written consent and approval of the appraiser. Nor shall the appraisal, firm or professional organization of which the appraiser is a member, be identified without written consent of the appraiser.
15. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
16. Liability of Meacham and Associates, Inc. and its employees, independent and subcontractors, is limited to the fee collected for preparation of the appraisal. There is no accountability, or liability, to any third party.

LIMITING CONDITIONS

(Continued)

17. No environmental or impact studies, special market studies or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. The appraiser reserves the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, values, estimates or conclusions upon any subsequent such study or analysis or previous study or analysis, subsequently becoming known to him.
18. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

ACCEPTANCE AND/OR USE OF THIS APPRAISAL REPORT
CONSTITUTES ACCEPTANCE OF THE PRECEDING CONDITIONS.

QUALIFICATIONS OF MICHAEL B. MEACHAM

Professional Memberships

MAI Designated Member of The Appraisal Institute (MAI designation number 9690)
State-Certified General Real Estate Appraiser - Certificate No. RZ 824
Registered Real Estate Broker with the Florida Board of Real Estate
Realtor with the Fort Lauderdale Area Board of Realtors, Florida Association of Realtors,
and the National Association of Realtors
Member of Society of Commercial Realtors of Greater Fort Lauderdale
All continuing education requirements for the MAI designation, state appraiser
certification and Real Estate Brokers license have been met

Education

Bachelor of Science Degree - Business Administration Major - Real Estate, Florida
Atlantic University, Boca Raton, 1980

Real Estate Appraisal Courses

Society of Real Estate Appraiser Course 101, "An Introduction to Appraising Real
Property"
American Institute of Real Estate Appraisers Course 1-A, "Basic Principles, Methods and
Techniques of Real Estate Appraisal"
American Institute of Real Estate Appraisers Course 1B-A, "Capitalization Theory and
Techniques, Part A"
American Institute of Real Estate Appraisers Course 1B-B, "Capitalization Theory and
Techniques, Part B"
American Institute of Real Estate Appraisers Course 2-1, "Case Studies in Real Estate
Valuation"
American Institute of Real Estate Appraisers Course SPP, "Standards of Professional
Practice"
Appraisal Institute Course 2-2, "Valuation Analysis and Report Writing"
Appraisal Institute Course 11430, "Standards of Professional Practice, Page C"
Attended various real estate seminars

Appraisal Experience

Real Property Appraiser for Meacham and Associates, 1976, 1978, 1979 part time,
1980 to present full time

Qualified as expert witness in Broward County, Miami-Dade County and Palm Beach
County Circuit Court, and in Broward County and Dade County Bankruptcy Court

QUALIFICATIONS OF MICHAEL B. MEACHAM
(Continued)

Various Types of Property Appraised

Airplane Hangar Facilities	Leased Fee & Leasehold Interests
Apartment Buildings	Marinas
Asphalt Plants	Medical Offices
Automobile Dealerships	Mini Bay Warehouses
Automobile Rental Facilities	Office Buildings
Automobile Service Facilities	Planned Office/Industrial Parks
Branch Bank Facilities	Planned Unit Developments
Churches	Preschool Facilities
Condominium Apartments	Residences
Condominium Projects	Restaurants
Co-operative Apartments	Retail Stores
Easements	Service Stations
Eminent Domain	Shopping Centers
Funeral Homes	Shopping Malls
Golf Courses	Subdivisions
Hospitals	Townhouse Projects
Hotels	Vacant Land
Industrial Properties	Warehouses

Partial List of Appraisal Clients

American National Bank
BAC Florida Bank
BB&T Bank
Banco Popular
Banesco Bank
Bank of America
Bank United
Brinkley Morgan P.A.
Broward Bank of Commerce
Brydger and Perras
Bunnell Wolfe
CNL Bank
CT Capital
Camp & Camp P.A.
Capital Bank
Catholic Housing Management
Citibank N.A.
City of Deerfield Beach
City of Fort Lauderdale
City of Hollywood
City of Miramar
City of Plantation
City of Pompano Beach
City of Sunrise
City of Tamarac
Coconut Grove Bank
Comerica Bank
Continental National Bank
Cushman and Wakefield
Euro Bank
Federal Deposit Insurance Corp.
First Citizens Bank
First National Bank of Florida
First Southern Bank
First United Bank
Florida Bond and Mortgage
Florida Dept. of Environmental Protection
Florida Dept. of Governmental Protection
Florida Dept. of Transportation
Florida Shores Bank
Great Eastern Bank
Greenberg Traurig P.A.

Gibraltar Private Bank
Huizenga Holdings
Iberia Bank
Intercredit Bank
Intervest Bank
Ironstone Bank
Katz Baskies
Kirschbaum, Birnbaum, Lippman & Gregoire
Landmark Bank
Legacy Bank of Florida
Lydian Bank
M&T Bank
Marcus & Millichap
Morgan Carrett and O'Connor
NAT Bank
Niles, Dobbin, Meeks P.A.
Northern Trust Bank
Palm Beach Community Bank
Paradise Bank
Regent Bank
Regions Bank
Rogers Morris and Zeigler
Ruden McClosky, P.A.
So. Florida Water Management District
Sterling Bank
Stonegate Bank
SunTrust Bank
TD Bank
Total Bank
U.S. General Services Administration
U.S. Postal Service
USAmeribancorp Inc.
Valuation Administrators
Wells Fargo Bank

QUALIFICATIONS OF MARK PETER OLSON

Education

University of Miami, Miami, Florida; B.S. degree in business administration; major in accounting.

Completed the following courses/exams of the American Institute of Real Estate Appraisers:

- 1A-1 Real Estate Appraisal Principles
- 1A-2 Basic Valuation Procedures
- 8-2 Residential Valuation
- 1B-A Capitalization Theory and Techniques, Part A
- 1B-B Capitalization Theory and Techniques, Part B
- 530 Advanced Sales Comparison and Cost Approaches, Appraisal Institute
- 540 Report Writing, Appraisal Institute

Completed Course 101 (Introduction to Real Estate Appraisal) of the Society of Real Estate Appraisers

Licensed

Real Estate Salesman - State of Florida
State-Certified General Real Estate Appraiser, Cert No RZ 1825

Experience

- 1991 - Present Meacham and Associates, Inc., Oakland Park, FL, Real Property Appraiser
- 1987-1991 Real Property Analysts, Inc., Fort Lauderdale, FL, Real Property Appraiser
- 1986-1987 Robert Half, Fort Lauderdale, FL, Accountant
- 1983-1986 Business Opportunities, Unlimited, San Diego, CA, Sales Consultant
- 1981-1983 Brown and Root, Inc., Houston, TX, Accountant
- 1980 U.S. Home, Houston, TX, Internal Auditor

Has Completed

Appraisal assignments for residential and commercial properties.

Apartment buildings	Office Buildings	Single-family residences
Commercial buildings	Outdoor advertising	Unimproved residential,
Condemnation	Service stations	commercial, industrial and
Industrial buildings	Shopping centers	community facility sites and
Hotels and motels	restaurants	land



**AN APPRAISAL OF A
COMMERCIAL SITE
AND
STORM WATER DRAINAGE PIPE EASEMENT
LOCATED AT
THE NORTHEAST CORNER OF COUNTY LINE ROAD
AND SW 56TH AVENUE
PEMBROKE PARK, FL 33023

(OUR FILE 20-53871)

PURCHASE ORDER# 0305498**

FOR

MS. STEPHANIE WOODBURY
PROJECT MANAGER
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE.
PEMBROKE PARK, FL 33023

BY

MEACHAM AND ASSOCIATES, INC.
3409 NW 9TH AVENUE, SUITE 1106
OAKLAND PARK, FL 33309

meacham and associates, inc.

Michael B. Meacham, MAI
President
State-Certified General Real Estate Appraiser
RZ824

3409 NW 9th Avenue, Suite 1106
Oakland Park, FL 33309
(954) 463-3091

Appraisers and Consultants
Fax (954) 463-8741
meachamassociates@gmail.com

January 18, 2021

Ms. Stephanie Woodbury
Project Manager
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023

RE: An Appraisal of a Commercial Site and Storm Water Drainage Pipe Easement Located at the Northeast Corner of County Line Road and SW 56th Avenue, Pembroke Park, FL 33023.

Dear Ms. Woodbury:

In accordance with your request, we have performed an appraisal of the above-referenced property. An appraisal report format presents data findings while the underlying support data is retained within the appraiser's work file.

The type of value estimated within this appraisal report is market value. We have estimated the market value of the fee simple interest in the subject site and the market value of the storm water drainage pipe easement, as of the January 2, 2021 date of inspection.

The intended use of the appraisal is to assist in the acquisition of a storm water drainage pipe easement along the portion of the subject property fronting County Line Road. We have estimated the value of the property before the easement acquisition and the value of the easement area.

This appraisal is based on the extraordinary assumption that the storm water drainage pipe easement does not diminish the owner's use of the subject property and that it does not permit the Town to have access to any other part of the property. This extraordinary assumption may have an impact on value.

An inspection of the subject property has been made by Michael B. Meacham, MAI and Mark Peter Olson, Associate Appraiser, and all data considered pertinent to the making of the appraisal has been investigated and analyzed. The results of the investigation together with conclusions can be found in the 50-page report following. This is an appraisal report conforming to all USPAP standards and guidelines and is made subject to assumptions and limiting conditions found in this report. Other than what is

Ms. Woodbury
Page 2
January 18, 2021

stated in the Limiting Conditions section of this report, there are no hypothetical conditions or extraordinary assumptions applied in this appraisal report.

We are experiencing the impact of the global outbreak of a "novel coronavirus" known as COVID-19. The ultimate extent and duration of the direct or indirect effect this event may have on the national economy, the local economy or the market in which the subject property is located is currently unknown. The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date indicated. The subject is a corner commercial site suitable for special purpose or general retail oriented commercial development. It is our opinion that the current market value of the subject has been negatively impacted as of the date of value. The value could decline further in the future depending on the ultimate severity and length of an economic and market downturn. The appraiser makes no representation as to the effect on the value of the subject property due to this event, or any event, subsequent to the effective date of the appraisal.

In our opinion, the market value of the fee simple interest in the subject as of January 2, 2021, is estimated to be:

**ONE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS
(\$1,375,000).**

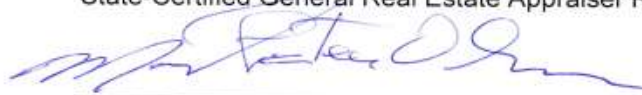
In our opinion, the market value of the storm water drainage pipe easement area to be acquired, as of January 2, 2021, is estimated to be:

**FORTY-SEVEN THOUSAND DOLLARS
(\$47,000).**

Respectfully submitted,



Michael B. Meacham, MAI, President
State-Certified General Real Estate Appraiser RZ 824



Mark Peter Olson, Associate Appraiser
State-Certified General Real Estate Appraiser RZ 1825

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Project Name/No.:	Commercial Site & Storm Water Drainage Pipe Easement File No. 20-53871
Date of Report:	January 18, 2021
Property Location:	The northeast corner of County Line Road and SW 56th Avenue, Pembroke Park, FL 33023
Legal Description:	Lengthy legal on file, see Identification of Property: a portion of Lot 1, less HOLLYWOOD RIDGE FARMS, according to the Plat thereof, as recorded in Miscellaneous Plat Book 2, Page 16, of the Public Records of Broward County, Florida.
Property Rights Appraised:	Fee simple interest
Owner(s) of Record:	The Q T Inc.
Date of Value:	January 2, 2021
Site Description:	Subject Site - A rectangular shaped parcel with an area of 80,899 SF or 1.86 acres, level topography, paved road access, all utilities available. Storm Water Drainage Pipe Easement Area - A basically rectangular shaped parcel fronting County Line Road with an area of 5,552 SF or 0.13 acres
Zoning:	B-1, Business District, Pembroke Park, FL
Broward County Land Use Plan:	Medium (16) Residential, Broward County
Pembroke Paerk Land Use Plan:	Commercial
Highest and Best Use:	Commercial

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS
(Continued)

Value Indicators: Subject Property

Cost Approach:	N/A
Sales Comparison Approach:	\$1,375,000
Income Approach:	N/A

Final Estimate of Value: \$1,375,000

Value Indicators: Storm Water Drainage Pipe Easement

Cost Approach:	N/A
Sales Comparison Approach:	\$47,000
Income Approach:	N/A

Final Estimate of Value: \$47,000

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ADDENDA

Flood Maps
Purchase Order Form
Certification of Value
Limiting Conditions
Qualifications of Appraisers
Licenses of Appraisers

AN APPRAISAL

This is an appraisal report written in a format which is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice. As such, it presents discussions of the data and the reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained within the appraiser's work file. The depth of discussion contained in this report is specific to the needs of the client and for the intended usage stated below. The appraisers are not responsible for the unauthorized use of this report.

CLIENT: Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023

APPRAISERS: Meacham and Associates, Inc.
3409 NW 9th Avenue, Suite 1106
Oakland Park, FL 33309

SUBJECT: Commercial Site
NEC of County Line Road and SW 56th Avenue
Pembroke Park, FL 33023

TYPE OF VALUE ESTIMATED AND DATE OF VALUE

The type of value estimated in this appraisal is the market value of the fee simple interest in the subject site and the value of the a storm water drainage pipe easement as of the January 2, 2021 date of inspection.

The term "market value" is defined herein. Market value is defined as "the most probable price which a property should bring in a competitive and open market under all

TYPE OF VALUE ESTIMATED AND DATE OF VALUE
(Continued)

conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus."

Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

PROPERTY RIGHTS APPRAISED

Property rights appraised are the fee simple interest which is defined as "absolute ownership unencumbered by any other interest or estate; subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."²

¹ The Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010.

² The Appraisal of Real Estate, 13th Edition, Page 114, Appraisal Institute

SCOPE OF THE APPRAISAL

The subject property was personally inspected by Michael B. Meacham, MAI and Mark Peter Olson, Associate Appraiser. This inspection included walking the subject site and driving through the surrounding neighborhood.

Information regarding the subject site was provided by the client as well as researched in the public records and has been applied within our analysis of the subject property.

General background information on Broward County and specific information on the subject neighborhood was obtained through various private and governmental publications. Specific information relating to items such as zoning, land use plan designations, etc., was obtained by contacting the appropriate agency or reviewing documents provided by these agencies. The sales comparison approach was used in valuing the subject land.

In the sales comparison approach, sales of similar sites were researched in the subject market. We have utilized the public records, published sale services and had conversations with brokerage agents in the subject area. Information regarding each sale was verified with a principal or broker involved in each sale.

The storm water drainage pipe easement acquisition is the taking of a portion of the "Bundle of Rights". We have estimated the value of the easement area by applying a percentage to the value of the subject site prior to the easement acquisition.

Within this report, we will further discuss information specific to the subject properties. This information will be useful and enable a better understanding of the inputs within the valuation procedures.

INTENDED USE/INTENDED USER

The intended use of the appraisal is to assist the intended user, the Town of Pembroke Park, in the acquisition of a storm water drainage pipe easement along the portion of the subject property fronting County Line Road. Use of this report by anyone other than the stated intended user or for any other reason by the intended user is not intended by the appraisers and should not be relied upon.

OWNER OF RECORD: The Q T, Inc.

EFFECTIVE DATE OF VALUE: January 2, 2021

DATE OF REPORT: January 18, 2021

SUBJECT PHOTOGRAPHS



SUBJECT SITE LOOKING NORTHEAST



SUBJECT SITE LOOKING NORTH

SUBJECT PHOTOGRAPHS



SUBJECT SITE LOOKING WEST



SUBJECT SITE LOOKING SOUTH

SUBJECT PHOTOGRAPHS



EAST ON COUNTY LINE ROAD



NORTH ON SW 56TH AVENUE

SUBJECT PHOTOGRAPHS



SOUTH ON SW 56TH AVENUE

IDENTIFICATION OF PROPERTY

The subject property is a multifamily residential site containing 80,899 square feet or 1.86 acres. It is located at the northeast corner of County Line Road and SW 56th Avenue (Martin Luther King Jr. Boulevard). It is legally described per the Broward County Property Appraiser website as follows:

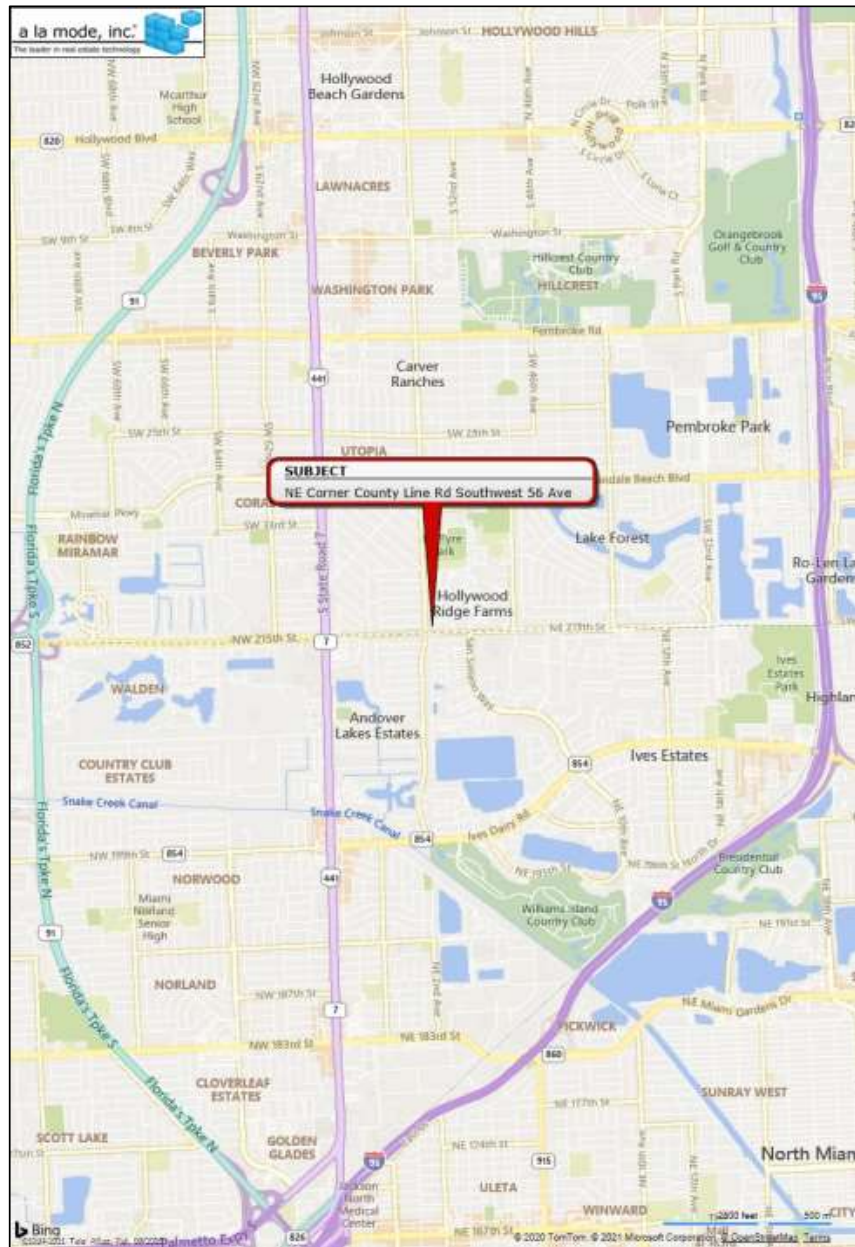
Lot 1, HOLLYWOOD RIDGE FARMS, according to the Plat thereof, as recorded in Miscellaneous Plat Book 2, Page 16, of the Public Records of Broward County, Florida.

LESS:

Beginning at the northwest corner of said Lot 1; thence South $87^{\circ} 28' 53''$ East, along a portion of the North boundary of said Lot 1, a distance of 25 feet; thence South $2^{\circ} 53' 59''$ East, along a line parallel to and 25 feet East of as measured at right angles to the West boundary of said Lot 1, a distance of 274.44 feet; thence South $47^{\circ} 43' 0''$ East; distance of 35.24 feet; thence South $87^{\circ} 27' 58''$ West, along a line parallel to and 20 feet North of as measured at right angles to the South boundary of said Lot 1, a distance of 49.84 feet to the said West boundary; thence North $2^{\circ} 53' 59''$ West, along a portion of said West boundary, a distance of 299.29 to the point of beginning. Said lands situate, lying and being in Broward County, Florida and containing 7,791 square feet, more or less.

The storm water drainage pipe easement area is 20 foot strip of land extending along the subject property's County Line Road frontage containing 5,552 square feet or 0.13 acres. It will be used for an underground drainage pipe and a five foot wide sidewalk will also reportedly be constructed within this area.

GENERAL LOCATION MAP



LOCATION DESCRIPTION

The subject neighborhood is located in South Broward County in portions of the Town of Pembroke Park and City of West Park. The neighborhood has the following approximate boundaries:

North Boundary:	Hallandale Beach Boulevard
South Boundary:	County Line Road
East Boundary:	SW 48 th Avenue
West Boundary:	State Road 7

The neighborhood is approximately 95% developed. Primary development is residential in nature and includes a mix of moderately-priced single-family homes, villas, townhomes and condominiums as well as apartments. Additional developments include neighborhood and strip shopping centers located at major intersections and along major traffic arteries. The Raymond P. Oglesby Preserve, Ryan Park, McTyre Park, Lake Forest Elementary School, Watkins Elementary School and Pembroke Park Town Hall are located northeast of the subject along SW 48th Avenue and SW 52nd Avenue. County Line Road is the south boundary of the neighborhood and is the dividing line between Broward County and Miami-Dade County. It is a relatively heavily traveled two-lane east/west roadway providing good access to the subject property. Primary development along this road is residential in nature including a mix of single-family homes, villas, townhomes and condominiums as well as apartments. Recent townhouse sales in 2020 and 2019 typically range from the low \$150,000-\$200,000 range. Additional developments include a few neighborhood and strip shopping centers. Commercial uses are more heavily concentrated along the other main thoroughfares in the immediate area including State Road 7 and Hallandale Beach Boulevard (Miramar Parkway west of State Road 7) with

LOCATION DESCRIPTION
(Continued)

retail, office, restaurants, gas stations, freestanding retail and shopping centers along these roadways.

Surrounding neighborhoods are primarily developed with modestly-priced single-family residences that were typically constructed in the 1950s and 1960s along with some lower to medium density multifamily residential properties. The neighborhood to the south of the subject, which is located in Miami-Dade County, is primarily multifamily residential that is somewhat newer in terms of age than the subject neighborhood. Lennar Homes, a major residential developer in South Florida, is nearing completion of Via Ventura, a large development with 690 townhouses and villas ranging in price from approximately \$315,000 to \$400,000. Mila, A 1,290 unit luxury apartment development has begun leasing of stage III with one, two and three bedroom apartment renting from \$1,600 to \$2,200 per month.

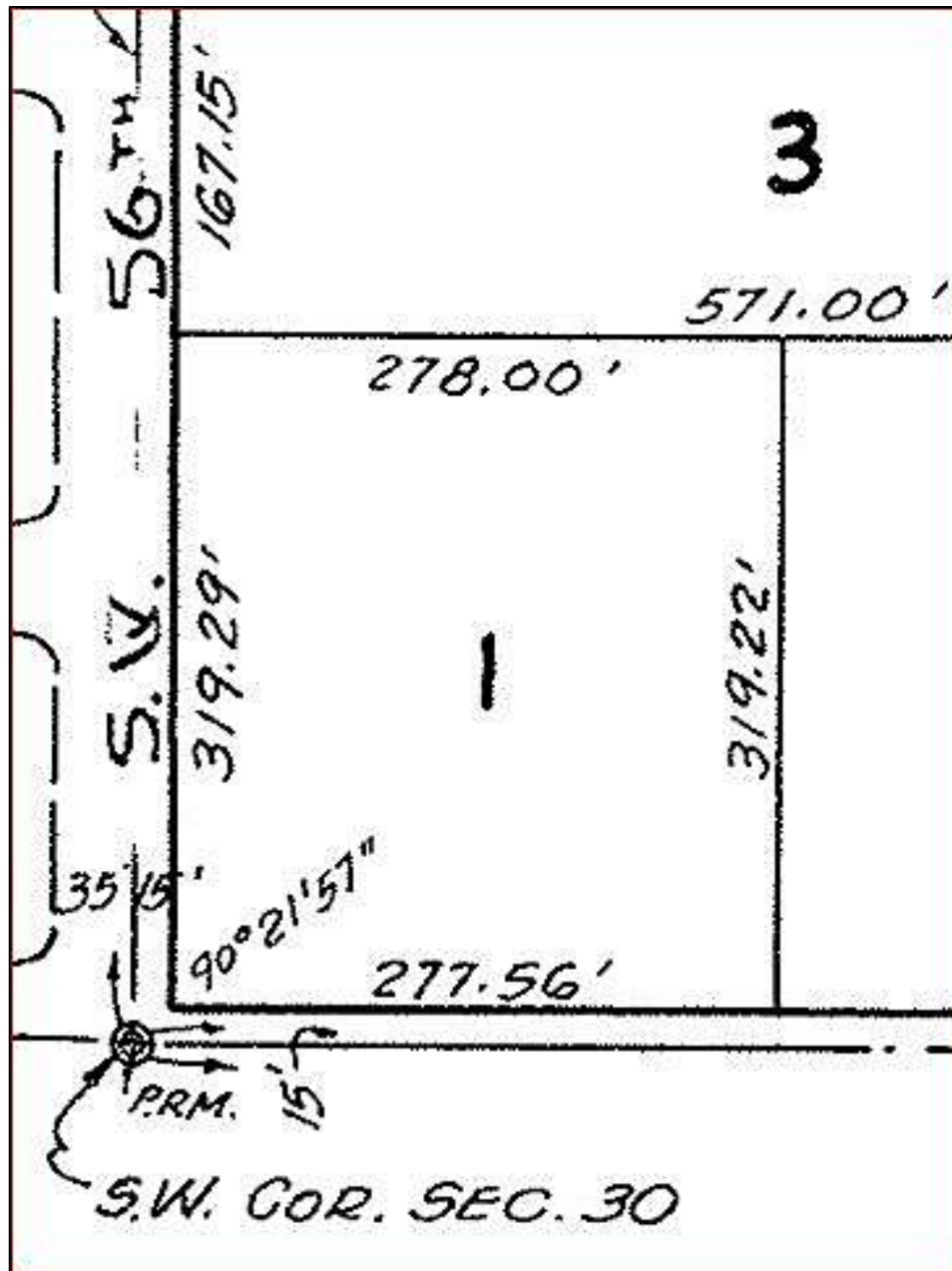
The major north/south traffic arteries in the subject area are Interstate 95, Florida's Turnpike and State Road 7. The major east/west traffic arteries are County Line Road, Hallandale Beach Boulevard (which becomes Miramar Parkway west of State Road 7), Pembroke Road and Hollywood Boulevard. Interstate 95 is approximately two miles to the east with entrances and exits at nearby Hallandale Beach Boulevard to the north and Ives Dairy Road to the south. County Line Road essentially becomes the Florida Turnpike Extension at an interchange approximately two miles to the west of the subject.

Schools, shopping, churches and other amenities are convenient to the area. Residential property values stabilized in late 2011 after a significant decline following

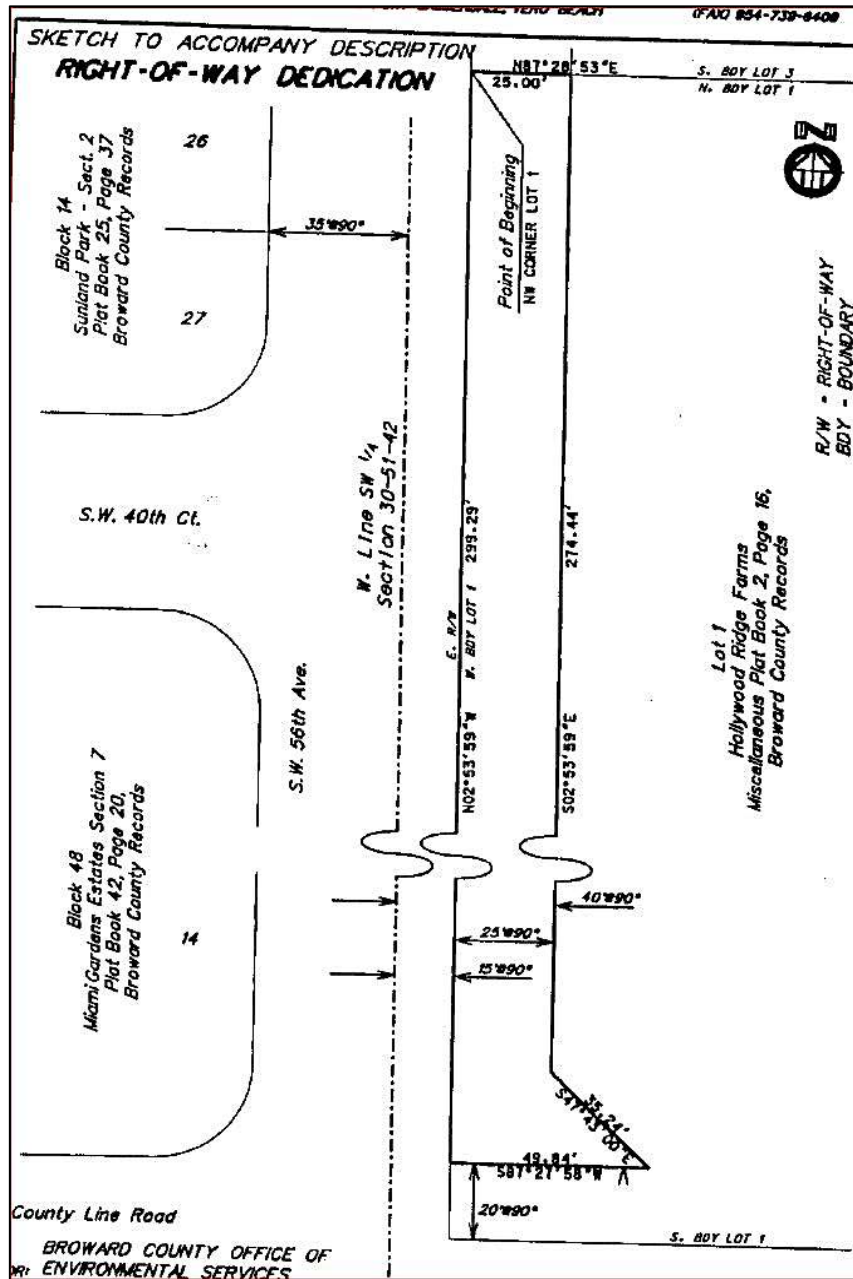
LOCATION DESCRIPTION
(Continued)

years of value escalation primarily due to liberal lending policies. In recent years values have increased. We are experiencing the impact of the global outbreak of a "novel coronavirus" known as COVID-19. The ultimate extent and duration of the direct or indirect effect this event may have on the national economy, the local economy or the market in which the subject property is located is currently unknown. The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date indicated. The subject is a vacant commercial site suitable for general or special purpose retail oriented commercial development. It is our opinion that the current market value of the subject has been negatively impacted as of the date of value. The value could decline further in the future depending on the ultimate severity and length of an economic and market downturn. The appraiser makes no representation as to the effect on the value of the subject property due to this event, or any event, subsequent to the effective date of the appraisal.

PLAT MAP



JUNE 2000 RIGHT-OF-WAY DEDICATION



AERIAL PHOTOGRAPH



SITE DATA

The subject property is comprised of a basically rectangular-shaped site containing 80,899 square feet or 1.86 acres. The storm water drainage pipe easement area is a 20 foot strip of land containing 5,552 square feet or 0.13 acres that extends along the property's County Line Road frontage. They have the following approximate dimensions:

Subject Site

North Boundary: 253.00 feet
South Boundary: 277.56 feet
East Boundary: 319.22 feet
West Boundary: 274.44 feet, 35.24 feet, 49.84 feet and 20 feet and 20.00 feet

Easement

North Boundary: 277.59 feet
South Boundary: 277.56 feet
East Boundary: 20.00 feet
West Boundary: 20.00 feet

Note: The area of the subject site is taken from the Broward County Property Appraiser website and is similar to that estimated by the appraiser. The dimensions are taken from the subject Plat. The depth of the storm water drainage pipe easement was provided by the client. The areas and dimensions of the easement are estimated by the appraiser. The area and dimensions of the subject site and easement are subject to a survey.

Easements/Encroachments

There do not appear to be any adverse easements or encroachments: however a survey was not provided to the appraiser. The recorded plat does not indicate any adverse easements. No adverse conditions were not at the inspection.

SITE DATA
(Continued)

Access/Exposure

The subject is located at the northeast corner of County Line Road and SW 56th Avenue (Martin Luther King Jr. Boulevard). County Line Road is the south boundary of the neighborhood and is the dividing line between Broward County and Miami-Dade County. It is a relatively heavily traveled two-lane east/west roadway providing good access to the subject property. Southwest 56th Avenue is a light to moderately traveled neighborhood road. The 2019 Average Annual Daily Traffic count (AADT) along this segment of County Line Road 84 is 32,500 vehicles and the AADT along SW 56th Avenue is 9,000 vehicles. It should be noted that the vehicles passing the subject property would be lower than the combined traffic counts as a portion of each count would include the same vehicles. Access and exposure are average for real oriented commercial uses.

Topography

The subject site is generally level and at road grade. There do not appear to be any significant soil problems; however, a soil test report has not been submitted to the appraiser. We also did not observe any evidence of environmental contamination during our inspection; however, the appraiser is not an expert in these fields. If the client has any concerns with this issue we recommend hiring a soil and environmental engineers.

Zoning/Land Use

The site is zoned B-1, Business District by the Town of Pembroke Park. "The B-1 Business District is intended for use for businesses serving not only local neighborhood shopping and personal service needs of surrounding areas, but also for business

SITE DATA
(Continued)

establishments of a type normally located on arterial streets and trafficways to serve large sections of the surrounding area.” Permitted uses include a wide variety of retail, office, service, restaurant, financial institution and gas stations. The Broward County Land Use Plan designates the site Medium (16) Residential, 16 dwelling units per acre. The site’s zoning does not conform to the underlying land use. Mr. Michael Miller, the Pembroke Park Town Planner, stated that the Town land use plan is commercial and that B-1 one zoning is allowed under a flexibility designation. He also stated that if the property were to be rezoned to RM 16A Multiple Family Residential, a Town of Pembroke Park small-scale land-use amendment would be required and that the Town would look favorably upon this.

Utilities

Public electric, water, sewer and telephone are available to the site.

Flood Zone

The subject site is situated in Flood Zone X as per FEMA Flood Panel #120052 0727H, dated August 18, 2014. Flood insurance is not required.

Assessment

The subject property’s 2020 assessed values as listed in the Broward County Tax Rolls are summarized below.

Folio No.	Land	Building	Just/Market Value	Assessed/SOH Value	Real Estate Taxes
5142-30-13-0010	\$161,800	\$0	\$161,800	\$161,800	\$3,491.95

SITE DATA
(Continued)

The Just/Market Value and Assessed/SOH Value are well below the market value of the land.

PROPERTY HISTORY

As per the Broward County Tax Assessor's records, the current ownership of the subject properties is as follows:

The Q T, Inc.
1987 NE 119th Rd.
Miami, FL 33181

Per our review of the Public Records of Broward County, there have been no transfers of title of the subject sites in the preceding three years. The subject property is currently listed for sale with an asking price of \$1,300,000. The listing agent, Mr. Joshua Kaufman, stated that there has been significant interest in the property and that the price had been bid up over the asking price. There had been prior contracts with one developer considering constructing a Wawa gas station/convenience store and another a 7-Eleven gas station/convenience store. These contracts ultimately fell through as the potential purchasers would be leasing the property to corporate tenants and the combined traffic count on County Line Road and SW 56th Avenue was not high enough to meet the corporate development criteria. The property is currently under contract to a local fuel retailer who also plans on constructing a cash station/convenience store. Since this is a smaller local entity that did not have the strict development requirements of the national and regional retailers, Mr. Kaufman felt there was a high likelihood that the contract would be consummated. He would not divulge the exact contract price but stated that it was near \$1,400,000.

HIGHEST AND BEST USE

I. As Vacant - The highest and best use must meet basic criteria. Each is discussed herein.

1. Legal Use – The site is zoned B-1, Business District by the Town of Pembroke Park. “The B-1 Business District is intended for use for businesses serving not only local neighborhood shopping and personal service needs of surrounding areas, but also for business establishments of a type normally located on arterial streets and trafficways to serve large sections of the surrounding area.” Permitted uses include a wide variety of retail, office, service, restaurant, financial institution and gas stations. The Broward County Land Use Plan designates the site Medium (16) Residential, 16 dwelling units per acre. The site’s zoning does not conform to the underlying land use. Mr. Michael Miller, the Pembroke Park Town Planner, stated that the Town land use plan is commercial and that B-1 one zoning is allowed under a flexibility designation. He also stated that if the property were to be rezoned to RM 16A Multiple Family Residential, a Town of Pembroke Park small-scale land-use amendment would be required and that the Town would look favorably upon this. There are no known deed restrictions or other legal controls which would limit the use of the subject.
2. Physically Possible Use – The subject is a basically rectangular shaped site encompassing 80,899 square feet or 1.86 acres. Since the subject will be encumbered by an easement the size will be the same after the storm water drainage pipe easement acquisition. The size and shape are both conducive to development. Topography is primarily level and at road grade. There do not appear to be any significant soil problems; however, a soil test report has not been submitted to the appraiser. Utility services (electric, telephone, water and sewer) are available to the site. Location of the site is also considered. The subject is located at the northeast corner of SW 56th Avenue and County Line Road. County Line Road is a relatively heavily traveled east/west roadway providing good access to the subject property. Southwest 56th Avenue is a light to moderately traveled neighborhood road. Access and exposure are average-to-good for multifamily residential uses. The zoning and physical characteristics of the subject site are conducive to a variety of commercial developments as allowed by zoning.

HIGHEST AND BEST USE
(Continued)

3. Financially Feasible/Maximally Productive – The subject site is located in a moderately priced multiple and single-family residential neighborhood with commercial uses along major roadways and at major intersections. Based on the traffic count, zoning, access and exposure and overall development in the area, it is felt that some types of new special purpose or owner occupied retail oriented commercial development would be marginally financially feasible at present. The subject is currently under contract to a local fuel retailer for potential development of a gas station/convenience store. As previously discussed, it had been under contract to other entities for the same use; however, the traffic count was not high enough to meet the parameters of their corporate tenants. Current demand for office, multitenant retail and restaurant use is limited. Projects are struggling due to COVID-19 related social distancing and these uses are not considered to be feasible at present. The ultimate extent and duration of the effect this will have on the subject market is currently unknown. When concerns subside and market conditions improve a variety of other retail oriented commercial uses would provide similar returns and could be a future maximally productive use. As discussed above, the Broward County Land Use Plan designates the site Medium (16) Residential, 16 dwelling units per acre. Based on development trends in the surrounding area and considering the social distancing concerns related to COVID-19, multifamily residential developments that do not have extensive common areas are feasible at present. Mr. Michael Miller, the Pembroke Park Town Planner, stated that if the property were to be rezoned to RM 16A Multiple Family Residential, a Town of Pembroke Park small-scale land-use amendment would be required and that the Town would look favorably upon this. There are no known deed restrictions or other legal controls which would limit the use of the subject.

Based on the proceeding, the highest and best use of the subject site as if vacant would be for special purpose or owner occupied retail oriented commercial development. There is also potential for a Town of Pembroke Park small-scale land-use amendment and rezoning the site to RM 16A Multiple Family Residential.

THE VALUATION PROCESS

The valuation process is a systematic procedure an appraiser follows to provide answers to a client's questions about real property values. The steps in the valuation process include: (1) Identification of the Problem, (2) Scope of Work Determination, (3) Data Collection and Property Description, (4) Data Analysis, (5) Site Value Opinion, (6) Application of the Approaches to Value, (7) Reconciliation of Value Indications and Final Opinion of Value and (8) Report of Defined Value.³

As discussed previously, the purpose of this appraisal is to estimate the market value of the fee simple interest of the subject property. Only one of the three approaches to value (sales comparison approach) will be used to estimate the subject's market value. The initial portion of the report is the valuation of the subject property which is followed by the valuation of the storm water drainage pipe easement.

The sales comparison approach is based on the proposition that an informed purchaser would pay no more for a property than the cost of acquiring an existing property with the same utility. It is considered most viable when an adequate number of similar properties have recently sold. The sales comparison approach is a direct comparison of similar recent sales of vacant land to the subject property. Sales of similar properties were compared to the subject based on sales price per square foot of land area. The storm water drainage pipe easement acquisition is the taking of a portion of the "Bundle of Rights". We have estimated the value of the easement area by applying a percentage to the value of the subject site prior to the easement acquisition. The Town did not provide a perpetual easement document. This appraisal is based on the extraordinary assumption

³ The Appraisal of Real Estate, 13th Edition, Pages 129 and 131, Appraisal Institute

THE VALUATION PROCESS
(Continued)

that the storm water drainage pipe easement does not diminish the owner's use of the subject property and that it does not permit the Town to have access to any other part of the property. This extraordinary assumption may have an impact on value.

The income approach was not applicable. Vacant land in this market area is not typically leased nor purchased for its income producing potential; therefore, the income approach was not used. The cost approach is not applicable as the subject is being appraised as vacant land. The omission of the income and cost approaches does not affect the credibility of this appraisal.

SALES COMPARISON APPROACH

SALES COMPARISON APPROACH

The sales comparison approach involves direct comparison of the property being appraised to similar properties that have sold in the same or in similar markets. This approach is also referred to as the market data approach. In this analysis, sales of similar properties in the subject and comparable neighborhoods have been investigated and analyzed. These properties have been compared to the subject and adjusted for differences in location appeal, general market appeal of the property, financing, property rights conveyed, motivations of buyers and sellers and other important factors.

The basic steps of the sales comparison approach are listed below:

1. Research the market to obtain information on sales transactions, listings, and offerings to purchase properties similar to the subject property.
2. Verify the information by confirming that the data obtained are factually accurate and that the transactions reflect arms-length market considerations.
3. Select relevant units of comparison (e.g., price per acres, per square foot, or income multiplier) and develop a comparative analysis for each unit.
4. Compare the subject property and comparable sale properties using the elements of comparison and adjust the sale price of each comparable appropriately or eliminate the property as a comparable.
5. Reconcile the various value indications produced from the analysis of comparables into a single value indication or a range of values.

The unit of comparison used in this analysis is sales price per square foot of land area. This is the most typical unit of comparison used by the market for this type of property.

A thorough search of the subject market was made to locate recent sales or listings of similar sites. The search included public records, brokers, developers, investors and owner/users and was limited to the subject's neighborhood and comparable

SALES COMPARISON APPROACH
(Continued)

neighborhoods in Broward County. Five sales, considered to be the most comparable of all the sales analyzed, are used in this approach. Each of the sales were inspected and verified by examination of the public records and with a principal involved in the transaction to uncover terms and special considerations. The sales have been discussed on the following pages along with a detailed explanation of adjustments used to derive an indication of value for the subject property. A map showing the location of the sales in relation to the subject follows the discussion of sales.

LAND SALE 1

Date of Sale:	November 12, 2020
OR Book/Page:	116865464
Grantor:	Griffin Holdings, LLC
Grantee:	Griffin Square 26, LLC
Location:	7780 Griffin Road, Davie, Florida 33328
Legal Description:	Parcel "A", GRIFFIN AND 78, SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 171, Page 134, of the Public Records of Broward County, Florida.
Folio No.:	5041-28-34-0010
Sale Price:	\$1,220,000
Site Area:	76,116 SF or 1.75 acres
Zoning:	UDN, Griffin Corridor District- University Drive Node
Elevation:	Level and several feet below road grade
Access:	Griffin Road, SW 78 th Ave. And Sundance Way
Use at Time of Sale:	Vacant land
Platted:	Yes
Available Utilities:	Electric, telephone, water and sewer
Financing:	Cash sale
Price/SF:	\$16.03
Verification:	Eddie Shainin, listing agent
Comments:	The site is located at the southeast corner of Griffin Road, a major east-west traffic artery and

LAND SALE 1
(Continued)

SW 78th Ave., a two-lane neighborhood road. It is situated one block east of University Dr., a major north-south traffic artery. The property was purchased for development of a 17 unit retail condominium complex with unit sizes ranging from 532 SF to 864 SF. The property was originally listed on January 29, 2019 for \$1,695,000. Over a period of 10 months of asking price was reduced to \$1,450,000. That listing expired on January 29, 2020. The property was relisted for \$1,375,000 on February 5, 2020 and the marketing period prior to contract was 186 days. The listing agent stated that in his opinion COVID-19 only had a minimal impact on marketing the property. He also stated that the property will need some fill prior to development, but was unable to quantify the amount. The buyer's agent was also not able to provide any information regarding the amount of fill needed. The 2019 Average Annual Daily Traffic count (AADT) along this segment of Griffin Road is 30,114 vehicles.

LAND SALE 2

Date of Sale:	May 29, 2019
OR Book/Page:	15837692
Grantor:	West Pond Associates, LLC
Grantee:	Race Track Petroleum, Inc.
Location:	2980 State Road 84, Hollywood, Florida 33312
Legal Description:	Parcel "A", PORT 95 COMMERCE PARK, according to the Plat thereof, as recorded in Plat Book 144, Page 2, of the Public Records of Broward County, Florida.
Folio No.:	5042-29-40-0010
Sale Price:	\$2,300,000
Site Area:	108,116 SF or 2.48 acres
Zoning:	C-4, Hollywood
Elevation:	Level and slightly below road grade
Access:	State Road 84, SW 30 th Avenue and Marina Drive
Use at Time of Sale:	Vacant land
Platted:	Yes
Available Utilities:	Electric, telephone, water and sewer
Financing:	Cash sale
Price/SF:	\$21.27
Verification:	Iris Riley, listing agent
Comments:	The site is located at the southwest corner of State Road 84, a major east-west traffic artery

LAND SALE 2
(Continued)

and SW 30th Avenue, a four-lane road that is the main north entrance to the Port 95 Commerce Center industrial park. The property was purchased for development of a gas station/convenience store. The property had an asking price of \$2,500,000 and a marketing period of 508 days. The property had been under contract with Cumberland Farms. That contract ultimately fell through which extended that ultimate marketing period. The listing agent was under the impression that the contract fell through due to the buyer having some temporary fuel supplier issues. The AADT along State Road 84 is 37,000 vehicles and the AADT along SW 30th Avenue is 13,000 vehicles.

LAND SALE 3

Date of Sale: March 13, 2019

Instrument #: 115705355

Grantor: TD Bank, National Association

Grantee: DSMG Properties, LLC

Address: 10001 Sheridan St., Cooper City, FL 33024

Legal Description: A lengthy legal of a portion of Parcel 1, CEDARWOOD COMMERCIAL – SHERIDAN & PALM, according to the Plat thereof, as recorded in Plat Book 179, Page 18, of the Public Records of Broward County, Florida. A copy of the warranty deed with a complete legal description is retained in the appraisers file.

Tax I.D. No.: 5141-05-27-0011

Sale Price: \$1,200,000

Site Area: The total site area according to the Broward County Property Appraiser website is 64,186 square feet. However, approximately 4,416 square feet is a small separate parcel which was reported not to be usable. Therefore, the usable site area is 59,770 square feet or 1.372 acres

Zoning: B-3, General Commercial by Cooper City

Elevation: Level and at road grade

Access: Sheridan Street.

Use at Time of Sale: Vacant

Highest and Best Use: Commercial development

Platted: Yes

Available Utilities: All necessary

LAND SALE 3
(Continued)

Financing:	The sale was financed with a \$3,496,000 acquisition and construction loan from Wells Fargo Bank at market rate and terms; with no impact on the price paid
Price/SF:	\$20.08 based on usable area
Verification:	Kenneth Morris, buyer's agent
Comments:	The buyer is currently building an ophthalmology office on the site. The 2019 Average Annual Daily Traffic count (AADT) along this segment of State Road 7 is 42,500 vehicles. The buyer's agent did not know the marketing period of this sale.

LAND SALE 4

Date of Sale:	September 5, 2019
OR Book/Page:	116044454
Grantor:	TVC Margate Co., LLC
Grantee:	Culver's of Margate, LLC
Location:	5510 W. Copan's Road, Margate, Florida 33063
Legal Description:	Lengthy legal on file; a portion of Tract "A", MARGATE DISTRICT HEADQUARTERS, according to the Plat thereof, as recorded in Plat Book 171, Page 134, of the Public Records of Broward County, Florida.
Folio No.:	4842-30-05-0020
Sale Price:	\$1,325,000
Site Area:	72,983 SF or 1.68 acres
Zoning:	TOC-G, Transit Oriented Corridor – Gateway, Margate
Elevation:	Level and at road grade
Access:	Copans Road as well as State Road 7 via a cross access easement with Wawa gas station/convenience store adjacent on the west
Use at Time of Sale:	Vacant land
Platted:	Yes
Available Utilities:	Electric, telephone, water and sewer
Financing:	A \$3,500,000 acquisition and construction loan with BMO Harris Bank NA; no effect on sale price
Price/SF:	\$18.15
	35

LAND SALE 4
(Continued)

Verification:

Daniel Otten, listing agent

Comments:

An owner occupied Culver's casual dining restaurant has been constructed on the easterly portion of the site. A proposed 4,000 SF of retail building is currently available for lease on the westerly portion of the site. The 2019 Average Annual Daily Traffic count (AADT) along this segment of Copans Road is 33,500 vehicles.

LAND SALE 5

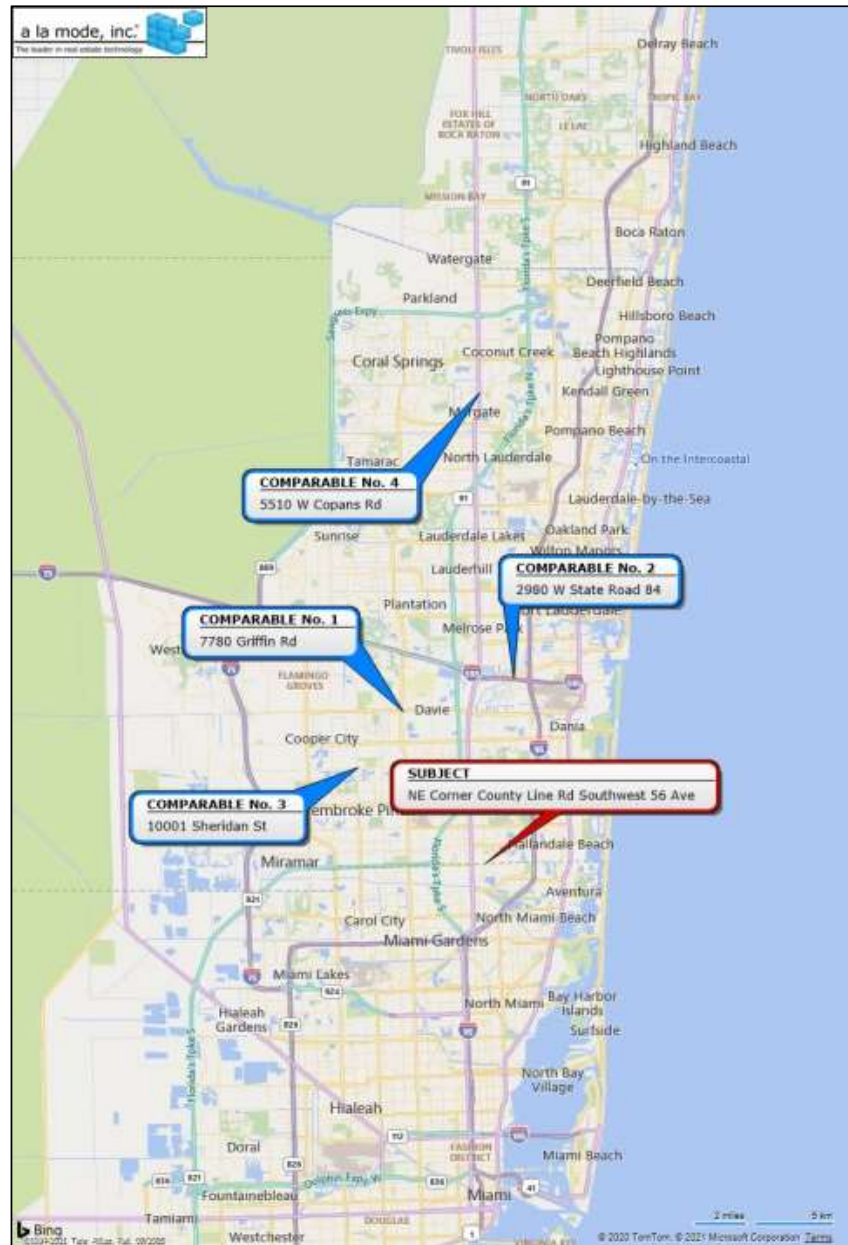
Date of Sale:	December 20, 2018
OR Book/Page:	115533453
Grantor:	2209 Holdings, Inc.
Grantee:	KC Fiber Optic Corp.
Location:	2209 S. State Road 7, West Park, Florida 33023
Legal Description:	Lengthy legal of a portion of Lots 9, 10, 11, 12 & 16, Block 1, STRUDEVANTS SECOND ADDITION TO WEST HOLLYWOOD, according to the Plat thereof, as recorded in Plat Book 4, Page 18, of the Public Records of Broward County, Florida. A copy of the warranty deed with a complete legal description is retained in the appraisers file.
Folio No.:	5141-24-02-0060 and 0080
Sale Price:	\$540,000
Site Area:	19,455 SF or 0.447 acres
Zoning:	B-3 – Intensive Commercial Business District by the City of West Park
Elevation:	Level and at road grade
Access:	This site is an L-shaped parcel with frontage along east side of State Road 7, a six lane divide roadway and the rear of the site has frontage along the west side of SW 59 th Terrace a two lane secondary roadway in the area.
Use at Time of Sale:	Vacant land
Platted:	Yes
Available Utilities:	Electric, telephone, water and sewer

LAND SALE 5

(Continued)

Financing:	The sale was financed with a \$270,000 new conventional mortgage at market rate and terms from Fifth Third Bank; no impact on the price paid
Price/SF:	\$27.76
Verification:	Westley Susking, listing agent
Comments:	The asking price was \$585,000 and the marketing period was reported at 64 days. The listing agent said the buyer was planning on building a retail store on the site; however, as of the appraisal date the site remained vacant and has been listed for sale at \$900,000 or \$46.26/SF since May 14, 2020. The 2019 Average Annual Daily Traffic count (AADT) along this segment of State Road 7 is 35,000 vehicles.

LAND SALES MAP



VALUATION DATE 01/02/21	03/01/20					
RATE OF CHANGE/YR 3%	3.0%					
THRU 01/01/2020						
	SUBJECT	SALE 1	SALE 2	SALE 3	SALE 4	SALE 5
ADDRESS	NEC COUNTY LINE RD/SW 56 AVE PEMBROKE PARK	7780 GRIFFIN RD DAVIE	2980 STATE RD 84 FORT LAUDERDALE	10001 SHERIDAN ST COOPER CITY	5510 W COPANS RD MARGATE	2209 S STATE RD 7 WEST PARK
SITE SIZE (SF)	80,899	76,116	108,116	59,770	72,983	19,455
ZONING	B-1	UDN	C-4	B-3	TOC-G	B-3
SALE DATE		12-Nov-2020	29-May-2019	13-Mar-2019	05-Sep-2019	20-Dec-2018
SALE PRICE		\$1,220,000	\$2,300,000	\$1,200,000	\$1,325,000	\$540,000
SALE PRICE/SF		\$16.03	\$21.27	\$20.08	\$18.15	\$27.76
ESTATE CONVEYED		FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
FINANCING ADJ		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADJ. SALES PRICE/SF		\$16.03	\$21.27	\$20.08	\$18.15	\$27.76
COND. OF SALE ADJ.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADJ. SALES PRICE - \$/SF		\$16.03	\$21.27	\$20.08	\$18.15	\$27.76
TIME ADJ - \$/SF		\$0.00	\$0.48	\$0.58	\$0.26	\$1.00
SALE \$/SF AFTER TIME		\$16.03	\$21.75	\$20.66	\$18.41	\$28.76
ADJUSTMENTS:						
COVID-19 MARKET COND.	SLIGHTY DEPRESSED	0%	-5%	-5%	-5%	-5%
LOCATION	AVG-GOOD	-10%	-15%	-15%	-5%	-10%
SIZE	80,899	0%	0%	0%	0%	-20%
SHAPE	RECTANGULAR	0%	0%	0%	0%	0%
PLATTING	YES	0%	0%	0%	0%	0%
TOPOGRAPHY	LEVEL/ROAD GRADE	10%	0%	0%	0%	0%
ZONING	B-1	0%	0%	0%	0%	0%
NET ADJ (AFTER TIME)		0%	-20%	-20%	-10%	-35%
ADJ'D SALE PRICE \$/SF		\$16.03	\$17.40	\$16.53	\$16.57	\$18.69
AVERAGE \$/SF	\$17.05					

ANALYSIS OF LAND SALES

The preceding sales are compared directly to the subject sites (as if vacant land) and adjusted for the differences as follows:

Property Rights Conveyed

All of the sales were conveyed in fee simple title. The subject is also being appraised in fee simple title; therefore, no adjustment is required.

Financing

The sales were either cash transactions or had typical market financing which did not affect the purchase price. No adjustments to these sales are considered necessary.

Conditions of Sale

The sales were each verified to be arms-length transactions with no special conditions of sale being noted. No adjustments were considered necessary.

Market Conditions/Time

Based on an analysis of market trends and conversations with brokers active in this area with similar properties, we have considered adjustments for market conditions for the sales. Residential and values had increased significantly in prior years but values stabilized in 2007, softened in 2008 and declined through 2011. Land values again stabilized and had increased in recent years. The sales occurred between December 2018 and November 2020. Based on this upward adjustments of 3.0% annually are made up to March 1, 2020.

COVID-19 Market Conditions

The preceding adjustment relates to market conditions as of the dates of the sales relative to March 1, 2020 which is prior to consideration given to the impact of the

ANALYSIS OF LAND SALES
(Continued)

COVID-19 global pandemic. Since the outbreak and the shutdown of parts of the economy several sectors of the real estate market have been negatively impacted. It is our opinion that the market value of the subject has been negatively impacted as of the date of value. The subject is a corner commercial site that is suitable for general retail oriented commercial development. General retail development has been negatively impacted because of closures of restaurants and some retail uses. The subject is also suited for special purpose or owner occupied retail oriented commercial development which has not been as negatively impacted as general retail uses. The subject listing agent stated that they have a significant interest from parties interested in developing a gas station/convenience store on the site; however, two of those sales fell through as the traffic count did not meet corporate parameters. The subject is currently under contract to a local fuel retailer who plans on constructing a gasoline station/convenience store. The agent stated that the contract prices have remained relatively similar before and during the impact of COVID-19 and have remained above the original asking price. Based on this, the subject has not been impacted as severely as retail oriented sites only suitable for more general retail development. Sale 1 closed in November 2020. It was purchased for development of a 17 unit retail condominium complex. The units are relatively small, have exterior entrances and are suitable for businesses that have not been impacted as much as some retail stores. The property had been listed in prior years at much higher prices, but sold within 186 days after being relisted a lower price on January 29, 2020. The sale price was only 11% below the most recent asking price and the listing agent stated that COVID-19 only had a minimal impact on marketing the property. Based on this

ANALYSIS OF LAND SALES
(Continued)

and considering the subject's potential for special purpose use we have made downward adjustments of 5% to Sales 2 through 5.

Location

The subject site is located at the northeast corner of County Line Road and SW 56th Avenue. It has an average location in a moderate priced residential neighborhood. Although County Line Road is only two lanes it has a high traffic count. Sale 1 is located at 7780 Griffin Road in Davie. Exposure is relatively similar and surrounding development is superior. Overall, a downward adjustment of 10% is considered warranted. Sale 2 is located 2980 State Road 84 in Fort Lauderdale. Surrounding development, access and exposure are superior and a downward adjustment of 15% is given. Sale 3 is located at 10001 Sheridan Street in Cooper City. Surrounding development, access and exposure are superior and a downward adjustment of 15% is given. Sale 4 is located 5510 W. Copans Road Margate. Surrounding development is superior and exposure is relatively similar. Overall, location is superior with a downward adjustment of 5% given. Sale 5 is located approximately 1.5 miles northwest of the subject at 2209 S. State Road 7 in West Park. Surrounding development is similar. State Road 7 is a six-lane traffic artery; however, the segment only has a slightly higher traffic count than County Line Road. Overall, location is superior with a downward adjustment of 10% given.

Size

The subject site encompasses an area of 88,899 square feet. The sales range in size from 19,455 – 108,116 square feet. At times smaller sites can sell for higher unit prices because of the economies of scale and larger markets. Sales 1 through 4 are

ANALYSIS OF LAND SALES
(Continued)

relatively similar in size and did not require adjustment. Sale 5 is significantly smaller and was used primarily because it is located just outside the subject neighborhood. Overall, a downward adjustment of 20% is considered necessary for size.

Shape

The subject is a rectangular shaped site. Sales 1, 2, 3 and 4 are relatively similar in regard to their respective shapes and did not require adjustments. Sale 5 is an L-shaped site. The smaller portion of the L-shape is suitable for parking and provides an additional access point. Overall, no adjustment is considered necessary for this factor.

Platting

The subject and sales are platted. Overall no adjustments were considered warranted for this factor.

Topography

The subject site is a clear site and is level and at road grade. Sales 2, 3, 4 and 5 are similar and no adjustments were considered necessary for this factor. Sale 1 was cleared by the seller prior to sale, but is several feet below road grade and requires fill. An upward adjustment of 10% is considered warranted for this factor.

Zoning

The subject is zoned B-1, Business District. The sales have relatively similar commercial zoning designations and did not require adjustment.

ANALYSIS OF LAND SALES
(Continued)

Correlation of Land Value

The sales used in this report reflect the best available land sales which have similar attributes and are located in Broward County for which adequate information could be obtained. The sales used have been compared to the subject and adjusted for differences in location, sale date, size, topography, zoning, financing, property rights conveyed and other factors.

The sales reflect a range in value indicators, before application of the above-noted adjustments, of \$16.03 - \$27.76 per square foot. The adjusted prices range from \$16.03 - \$18.69 per square foot, with an average of \$17.05 per square foot. Sale 5, although located near the subject neighborhood, is significantly smaller and is given less emphasis. Based on the preceding, we have estimated the unit value of the subject site at \$17 per square foot resulting in a value of:

Square Feet	Value/Unit	Land Value	Rounded
80,899	\$17	\$1,375,283	\$1,375,000

Based on the preceding, the estimated market value of this subject site, as of January 2, 2021 valuation date, is:

ONE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS
(\$1,375,000).

VALUATION OF THE STORM WATER DRAINAGE PIPE EASEMENT

The value of the subject property is estimated at \$1,375,000 which equates to \$17.00 per square foot of land area. The storm water drainage pipe easement area is 5,552 square feet. The value of the pro rata share of the easement area based on dollars per square foot of land area is \$94,384 ($\$17.00/\text{SF} \times 5,552 \text{ SF}$). The easement acquisition is a taking of a percentage of the "Bundle of Rights" and provides the Town with use of the area for installing an underground drainage pipe and a sidewalk. The easement is located within the building setback area and is also within an area that would be required for a right-of-way easement or dedication if the site is redeveloped. Ms. Myriam Jacques, Interim Public Services Director of the Town of Pembroke Park stated that the owner would not likely be able to use this area as a portion of the required minimum landscaped open space area as part of a new development. Mr. Mike Miller, Pembroke Park, Town Planner stated that the developer of a nearby townhouse project was able to use right-of-way easement area as a portion of the required minimum landscaped open space area. It is uncertain whether the easement area can be used toward the minimum landscaped open space area requirement, but if that was the case with the subject property they would essentially retain 100% use of the property after the easement acquisition. This appraisal is based on the extraordinary assumption that the storm water drainage pipe easement does not diminish the owner's use of the subject property and that it does not permit the Town to have access to any other part of the property. This extraordinary assumption may have an impact on value. Based on this, there are not considered to be any damages to the property after the easement

VALUATION OF THE STORM WATER DRAINAGE PIPE EASEMENT
(Continued)

acquisition and the highest and best use of the property before and after the storm water drainage pipe easement acquisition would be the same. The Town of Pembroke Park gets full use of the easement area for their needs and the owner retains primary use as setbacks and possible use for minimum landscaped requirements. The owner and Town therefore will be sharing the use of the site and we have applied 50% of the value of the underlying land to the storm water drainage pipe easement resulting in a value of \$47,172 (\$94,384 X 50%) or \$47,000 rounded.

Based on the preceding, the estimated market value of the storm water drainage pipe easement, as of the January 2, 2021 valuation date, is:

FORTY-SEVEN THOUSAND DOLLARS
(\$47,000).

FINAL RECONCILIATION

Reconciliation is defined as “the last phase in the development of a value opinion in which two or more value indications derived from market data are resolved into a final value opinion, which may be either a final range of value or a single point estimate.”⁴ The process involves a review of approaches used, quantity and quality of data and methods and techniques of analysis. A conclusion of value is reached based on the appraiser’s opinion of the reliability of each approach used.

One of the three traditional approaches to value has been used in this appraisal. The following value is indicated as:

Subject Property - Sales Comparison Approach:	\$1,375,000
Drainage Pipe Easement:	\$ 47,000

Sales Comparison Approach

The sales comparison approach involves the research and analysis of sales of vacant industrial land that are considered similar to the subject. The reliability of this approach is dependent on the quantity and quality of sales data. Five vacant sales were used in this analysis. The comparables used were sales of similar land located in similar areas. The sales were verified by the grantor, grantee and/or the agent involved in the sale who provided information regarding conditions of sale, physical data and financing. The sales were also checked in the public records. Quality and quantity of sales data is considered good. Overall, the sales comparison approach in this appraisal is considered well supported and a reliable value indicator.

⁴ The Dictionary of Real Estate Appraisal, Fifth Edition, 2010, Page 79, Appraisal Institute

FINAL RECONCILIATION
(Continued)

We are experiencing the impact of the global outbreak of a "novel coronavirus" known as COVID-19. The ultimate extent and duration of the direct or indirect effect this event may have on the national economy, the local economy or the market in which the subject property is located is currently unknown. The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date indicated. The subject is a corner commercial site suitable for special purpose or general retail oriented commercial development. It is our opinion that the current market value of the subject has been negatively impacted as of the date of value. The value could decline further in the future depending on the ultimate severity and length of an economic and market downturn. The appraiser makes no representation as to the effect on the value of the subject property due to this event, or any event, subsequent to the effective date of the appraisal.

In our opinion, the estimated market value of the fee simple interest in the subject site, as if vacant land, as of January 2, 2021, is estimated to be:

ONE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS
(\$1,375,000).

In our opinion, the estimated market value of the storm water drainage pipe easement, as of the January 2, 2021 valuation date, is:

FORTY-SEVEN THOUSAND DOLLARS
(\$47,000).

ESTIMATE OF MARKETING PERIOD/EXPOSURE TIME

In estimating the marketing period/exposure time for the subject property, we have considered market and economic conditions, the subject's location and an analysis of the sales used in this appraisal. The subject has an average residential location along a moderately traveled road. The sales had marketing periods as follows:

Sale 1 – 186 days
Sale 2 – 508 days
Sale 3 – N/A
Sale 4 – N/A
Sale 5 – 64 days

Market and economic conditions for commercial sites are somewhat depressed; however, sites suitable for special purpose development are not as severely impacted. Sale 1 had an original asking price on beginning February 22, 2019 of \$1,200,000 which was reduced to \$985,000 on July 2, 2019. The property was originally listed on January 29, 2019 for \$1,695,000. Over a period of 10 months of asking price was reduced to \$1,450,000. That listing expired on January 29, 2020. The property was relisted for \$1,375,000 on February 5, 2020 and the marketing period was 186 days. The listing agent stated that COVID-19 did not have much impact on marketing the property.

Based on this as well as discussions with real estate brokers active in the subject area, the marketing period for the subject property is estimated at 9 - 12 months. The exposure time (period leading up to a sale subsequent to the date of value) is also estimated at 9 - 12 months. The COVID-19 Pandemic has been occurring for approximately eight months, therefore the exposure time would be similar to the marketing period. This assumes a reasonable asking price relative to the market value of the property.

ADDENDA

TOWN OF PEMBROKE PARK
 3150 SW 52ND AVENUE
 PEMBROKE PARK, FL 33023
 Phone: (954) 966-4600 Fax: (954) 961-4760

Purchase Order

Purchase Order No. 0305498
 Vendor Number 36458
 Vendor Ph/Fax: (954) 463-3091 / (954) 463-8741

To Meacham And Associates Inc.
 3409 NW 9th Ave
 Suite 1106
 Oakland Park, FL 33309

Ship to TOWN OF PEMBROKE PARK
 3150 SW 52ND AVENUE
 PEMBROKE PARK, FL 33023

PO Date	Ship Via	F.O.B.	Terms		
12/17/2020					
Buyer Name	Freight Type	Expected Date	Vendor Contact	Remarks	Tax
FINANCE DE	Added	12/15/2020	Mike Meacham		0.00%

Quantity	Vendor Stock #	Description	Unit Cost	Extended
1.00		Stormwater-Land Appraisal at Countyline Road (SW 52nd Ave & 56th Ave)	\$3,600.0000	\$3,600.00
Authorized Signature: 			Sub Total	\$3,600.00
			Discount	0.00
			Freight	0.00
			Sales Tax	0.00
			Total	\$3,600.00

CERTIFICATION

The undersigned appraiser, in accordance with the Standards of Professional Practice and Code of Professional Ethics of the Appraisal Institute, and with the Uniform Standards of Professional Appraisal Practice, certify to the following.

1. Michael B. Meacham, MAI, President and Mark Peter Olson, Associate Appraiser, have personally inspected the subject property, located at the northeast corner of County Line Road and SW 56th Avenue, Pembroke Park, FL 33023.
2. The statements of fact contained in this report are true and correct.
3. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, impartial and unbiased professional analyses, opinions and conclusions.
4. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. No one provided significant real property appraisal assistance to the person signing this certification.

CERTIFICATION

(Continued)

11. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in approval of a loan.
12. As of the date of this report, Michael B. Meacham, has completed the continuing education program of the Appraisal Institute.
13. We have not performed an appraisal or any other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

All work done in the making of this appraisal, excluding processing, was performed by Michael B. Meacham, MAI, and Mark Peter Olson, Associate Appraiser.

Respectfully submitted,



Michael B. Meacham, MAI, President
State-Certified General Real Estate Appraiser RZ 824



Mark Peter Olson, Associate Appraiser
State-Certified General Real Estate Appraiser RZ 1825

LIMITING CONDITIONS

1. The legal description used in this report is assumed to be correct.
2. No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters. Sketches in this report are included only to assist the reader in visualizing the property.
3. No responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and merchantable.
4. Information furnished by others is assumed to be true, correct and reliable. A reasonable effort has been made to verify such information, however, no responsibility for its accuracy is assumed by the appraiser.
5. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report. The property is appraised as though under responsible ownership and competent management.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in the appraisal report.
9. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries of property lines of the property described and that there is no encroachment or trespass unless noted within the report.

LIMITING CONDITIONS

(Continued)

11. The appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made thereof.
12. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with properly written qualifications and only in its entirety.
13. The distribution of the total value in this report between land and improvements applied only under the reported highest and best use of the property. The allocation of value for land and improvements must not be used in conjunction with any other appraisal and is invalid if so used.
14. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without written consent and approval of the appraiser. Nor shall the appraisal, firm or professional organization of which the appraiser is a member, be identified without written consent of the appraiser.
15. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
16. Liability of Meacham and Associates, Inc. and its employees, independent and subcontractors, is limited to the fee collected for preparation of the appraisal. There is no accountability, or liability, to any third party.

LIMITING CONDITIONS

(Continued)

17. No environmental or impact studies, special market studies or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. The appraiser reserves the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, values, estimates or conclusions upon any subsequent such study or analysis or previous study or analysis, subsequently becoming known to him.
18. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

ACCEPTANCE AND/OR USE OF THIS APPRAISAL REPORT
CONSTITUTES ACCEPTANCE OF THE PRECEDING CONDITIONS.

QUALIFICATIONS OF MICHAEL B. MEACHAM

Professional Memberships

MAI Designated Member of The Appraisal Institute (MAI designation number 9690)
State-Certified General Real Estate Appraiser - Certificate No. RZ 824
Registered Real Estate Broker with the Florida Board of Real Estate
Realtor with the Fort Lauderdale Area Board of Realtors, Florida Association of Realtors,
and the National Association of Realtors
Member of Society of Commercial Realtors of Greater Fort Lauderdale
All continuing education requirements for the MAI designation, state appraiser
certification and Real Estate Brokers license have been met

Education

Bachelor of Science Degree - Business Administration Major - Real Estate, Florida
Atlantic University, Boca Raton, 1980

Real Estate Appraisal Courses

Society of Real Estate Appraiser Course 101, "An Introduction to Appraising Real
Property"
American Institute of Real Estate Appraisers Course 1-A, "Basic Principles, Methods and
Techniques of Real Estate Appraisal"
American Institute of Real Estate Appraisers Course 1B-A, "Capitalization Theory and
Techniques, Part A"
American Institute of Real Estate Appraisers Course 1B-B, "Capitalization Theory and
Techniques, Part B"
American Institute of Real Estate Appraisers Course 2-1, "Case Studies in Real Estate
Valuation"
American Institute of Real Estate Appraisers Course SPP, "Standards of Professional
Practice"
Appraisal Institute Course 2-2, "Valuation Analysis and Report Writing"
Appraisal Institute Course 11430, "Standards of Professional Practice, Page C"
Attended various real estate seminars

Appraisal Experience

Real Property Appraiser for Meacham and Associates, 1976, 1978, 1979 part time,
1980 to present full time

Qualified as expert witness in Broward County, Miami-Dade County and Palm Beach
County Circuit Court, and in Broward County and Dade County Bankruptcy Court

QUALIFICATIONS OF MICHAEL B. MEACHAM
(Continued)

Various Types of Property Appraised

Airplane Hangar Facilities	Leased Fee & Leasehold Interests
Apartment Buildings	Marinas
Asphalt Plants	Medical Offices
Automobile Dealerships	Mini Bay Warehouses
Automobile Rental Facilities	Office Buildings
Automobile Service Facilities	Planned Office/Industrial Parks
Branch Bank Facilities	Planned Unit Developments
Churches	Preschool Facilities
Condominium Apartments	Residences
Condominium Projects	Restaurants
Co-operative Apartments	Retail Stores
Easements	Service Stations
Eminent Domain	Shopping Centers
Funeral Homes	Shopping Malls
Golf Courses	Subdivisions
Hospitals	Townhouse Projects
Hotels	Vacant Land
Industrial Properties	Warehouses

Partial List of Appraisal Clients

American National Bank
BAC Florida Bank
BB&T Bank
Banco Popular
Banesco Bank
Bank of America
Bank United
Brinkley Morgan P.A.
Broward Bank of Commerce
Brydger and Perras
Bunnell Wolfe
CNL Bank
CT Capital
Camp & Camp P.A.
Capital Bank
Catholic Housing Management
Citibank N.A.
City of Deerfield Beach
City of Fort Lauderdale
City of Hollywood
City of Miramar
City of Plantation
City of Pompano Beach
City of Sunrise
City of Tamarac
Coconut Grove Bank
Comerica Bank
Continental National Bank
Cushman and Wakefield
Euro Bank
Federal Deposit Insurance Corp.
First Citizens Bank
First National Bank of Florida
First Southern Bank
First United Bank
Florida Bond and Mortgage
Florida Dept. of Environmental Protection
Florida Dept. of Governmental Protection
Florida Dept. of Transportation
Florida Shores Bank
Great Eastern Bank
Greenberg Traurig P.A.

Gibraltar Private Bank
Huizenga Holdings
Iberia Bank
Intercredit Bank
Interinvest Bank
Ironstone Bank
Katz Baskies
Kirschbaum, Birnbaum, Lippman & Gregoire
Landmark Bank
Legacy Bank of Florida
Lydian Bank
M&T Bank
Marcus & Millichap
Morgan Carrett and O'Connor
NAT Bank
Niles, Dobbin, Meeks P.A.
Northern Trust Bank
Palm Beach Community Bank
Paradise Bank
Regent Bank
Regions Bank
Rogers Morris and Zeigler
Ruden McClosky, P.A.
So. Florida Water Management District
Sterling Bank
Stonegate Bank
SunTrust Bank
TD Bank
Total Bank
U.S. General Services Administration
U.S. Postal Service
USAmeribancorp Inc.
Valuation Administrators
Wells Fargo Bank

QUALIFICATIONS OF MARK PETER OLSON

Education

University of Miami, Miami, Florida; B.S. degree in business administration; major in accounting.

Completed the following courses/exams of the American Institute of Real Estate Appraisers:

- 1A-1 Real Estate Appraisal Principles
- 1A-2 Basic Valuation Procedures
- 8-2 Residential Valuation
- 1B-A Capitalization Theory and Techniques, Part A
- 1B-B Capitalization Theory and Techniques, Part B
- 530 Advanced Sales Comparison and Cost Approaches, Appraisal Institute
- 540 Report Writing, Appraisal Institute

Completed Course 101 (Introduction to Real Estate Appraisal) of the Society of Real Estate Appraisers

Licensed

Real Estate Salesman - State of Florida
State-Certified General Real Estate Appraiser, Cert No RZ 1825

Experience

- 1991 - Present Meacham and Associates, Inc., Oakland Park, FL, Real Property Appraiser
- 1987-1991 Real Property Analysts, Inc., Fort Lauderdale, FL, Real Property Appraiser
- 1986-1987 Robert Half, Fort Lauderdale, FL, Accountant
- 1983-1986 Business Opportunities, Unlimited, San Diego, CA, Sales Consultant
- 1981-1983 Brown and Root, Inc., Houston, TX, Accountant
- 1980 U.S. Home, Houston, TX, Internal Auditor

Has Completed

Appraisal assignments for residential and commercial properties.

Apartment buildings	Office Buildings	Single-family residences
Commercial buildings	Outdoor advertising	Unimproved residential,
Condemnation	Service stations	commercial, industrial and
Industrial buildings	Shopping centers	community facility sites and
Hotels and motels	restaurants	land



**SECOND AMENDMENT TO AND RESTATEMENT OF THE
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT**

This Second Amendment to and Restatement of the Transportation System Surtax Interlocal Agreement ("Second Amendment") is made and entered by and among Broward County, a political subdivision of the State of Florida (the "County"), the Broward Metropolitan Planning Organization (the "MPO"), and the municipalities that formally approved and are a party to the Transportation System Surtax Interlocal Agreement that was executed by the County on August 29, 2018 (collectively, the "Municipalities," and each a "Municipality"). The County, the MPO, and the Municipalities are each a "Party," and collectively referred to as the "Parties."

RECITALS

A. Pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances ("Transportation Surtax Ordinance"), a 30-year 1% transportation surtax was levied after approval by referendum of the general electorate at the General Election on November 6, 2018, to be expended for authorized transportation and transit projects in accordance with applicable law including, specifically, Section 212.055(1), Florida Statutes ("Transportation Surtax").

B. The County and the Municipalities recognized the importance of a collaborative and strategic transportation plan for Broward County and the need for a careful analysis of proposed projects to ensure the efficient expenditure of Transportation Surtax proceeds exclusively on eligible projects. Accordingly, the Parties entered the Transportation System Surtax Interlocal Agreement, which provided for, *inter alia*, a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Transportation Surtax proceeds.

C. On September 12, 2019, the Transportation System Surtax Interlocal Agreement was amended to provide for the MPO's evaluation and ranking of municipal capital projects and the County's evaluation and ranking of municipal rehabilitation and maintenance projects (the "First Amendment"). The Transportation System Surtax Interlocal Agreement, as amended by the First Amendment, will be referred to herein as the "Interlocal Agreement."

D. The Transportation Surtax Ordinance and the Interlocal Agreement provide for the MPO to annually review, rank, and prioritize municipal projects based on the project's ability to alleviate traffic congestion and enhance connectivity. Accordingly, the County and the MPO entered into a separate agreement to establish, *inter alia*, the terms and conditions for the MPO to provide those services.

E. On February 28, 2020, the MPO completed its review and ranking of municipal capital projects for the first funding cycle and provided its recommendations to prioritize funding for 110 municipal capital projects for the County's fiscal year ("FY") 2020. The MPO did not evaluate the remaining 396 municipal capital projects for funding readiness and those projects will be evaluated for Transportation Surtax funding in future funding application cycles. The

County also completed its evaluation, ranking, and approval of municipal rehabilitation and maintenance projects for FY2020.

F. Consistent with the Transportation Surtax Ordinance, all projects to be funded with Transportation Surtax proceeds are considered by the Independent Transportation Surtax Oversight Board for statutory eligibility under Section 212.055(1), Florida Statutes, before the Broward County Commission makes the final decisions regarding project approval and funding. Accordingly, on June 4, 2020, the Oversight Board considered the proposed municipal capital projects ranked by the MPO and the municipal rehabilitation and maintenance projects ranked by the County for FY2020 and identified 97 municipal capital projects and 61 municipal rehabilitation and maintenance projects as statutorily eligible. Of the 110 municipal capital projects ranked by the MPO, 13 projects were withdrawn from consideration by the applicable Municipality, deferred at the request of the applicable Municipality, or were deemed statutorily ineligible.

G. On June 18, 2020, the County Commission approved Transportation Surtax funding for FY2020 (which included funding carried forward from FY2019) of (i) more than \$60 million for the applicable phases of the 97 statutorily-eligible municipal capital projects recommended by the MPO, and (ii) up to \$50 million for municipal rehabilitation and maintenance projects.

H. In July 2020, in connection with the County's annual budget process and the County's FY2021 five-year capital improvement planning, the MPO provided its recommendations to fund additional phases of the 97 approved municipal capital projects (i.e., planning, design, and/or construction).

I. On September 22, 2020, the County Commission approved more than \$43 million in Transportation Surtax funding for community shuttle service and municipal capital projects for FY2021 and approved the FY2021 five-year capital plan.

J. Given the extent of the amendments outlined herein, the Parties believe it would be beneficial to fully restate the Interlocal Agreement, as amended, including to (i) document the completion of the MPO's first cycle of evaluating and ranking municipal capital projects to be funded with Transportation Surtax proceeds, (ii) document the allocation of FY2019, FY2020, and FY2021 Transportation Surtax proceeds for approved municipal capital projects, (iii) set forth the MPO's criteria going forward for evaluating, ranking, and recommending funding for municipal capital projects in future County annual five-year capital improvement plans, (iv) outline the County's general process for evaluation and ranking of municipal rehabilitation and maintenance projects and document completion of that process for FY2020, (v) document the allocation of FY2019 and FY2020 Transportation Surtax proceeds for approved municipal rehabilitation and maintenance projects, and (vi) document an agreed upon process for funding municipal capital projects, including the timing of funding and the process for adjusting County annual five-year capital improvement plans.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend and restate the Interlocal Agreement, in its entirety, as follows:

I. Recitals and Definitions.

A. Recitals. The above-stated Recitals are true and correct and are incorporated herein by this reference.

B. Definitions. The following terms as used herein shall have the following meanings:

1. **CBE** means a County Business Enterprise, as defined in Section 1-81.1, Broward County Code of Ordinances.

2. **Community Shuttle Service** means the capital and operating expenses associated with existing, new, or expanded public transportation services, operated by participating Municipalities within their jurisdictions, that supplement fixed route mass transit service and are available to persons traveling within the Municipality.

3. **County Commission** means the Broward County Board of County Commissioners.

4. **Cycle 1 Ranked Projects** means the 110 Municipal Capital Projects listed in **Exhibit A** that were ranked and recommended by the MPO for funding in FY2020.

5. **FDOT** means the Florida Department of Transportation.

6. **Fiscal Year** means the County's fiscal year, which begins on October 1 of the year prior to the year referenced and ends on September 30 of the year referenced. For example, Fiscal Year 2020 began on October 1, 2019, and ended on September 30, 2020. Each specific Fiscal Year reference is abbreviated using "FY" preceding the year such that "FY2020" means Fiscal Year 2020, FY2021 means Fiscal Year 2021, and so forth.

7. **Five-Year Plan** means the schedule approved annually by the County Commission in connection with the County's annual five-year capital improvement planning, which provides for the timing of all Transportation Surtax funded capital improvement projects over a rolling period of the next five Fiscal Years, subject to the County Commission's decisions regarding budgeting and appropriation of Transportation Surtax Proceeds for each applicable Fiscal Year. A Fiscal Year reference to a Five-Year Plan means the plan for the five years commencing with the stated year, such that "FY2021 Five-Year Plan" means the Five-Year Plan that begins in Fiscal Year 2021.

8. **FY2020 Approved Projects** means the 97 Municipal Capital Projects that are a subset of the 110 Cycle 1 Ranked Projects listed in **Exhibit A**, and that were determined statutorily eligible for Transportation Surtax Proceeds. FY2020 Approved Projects do not include the 13 Municipal Capital Projects that were withdrawn, deferred, or deemed ineligible, which are listed in **Charts 1 and 2 on Exhibit A-1**.

9. **MAP Administration** means the County's Mobility Advancement Program Administration staff.

10. **Minimum Annual Guarantee** or **MAG** means the County's funding commitment to utilize at least ten percent (10%) of the Transportation Surtax Proceeds received by the County each Fiscal Year to fund, collectively, Community Shuttle Service, Municipal Capital Projects, Municipal R&M Projects, and Municipal Project Contingency, pursuant to the terms and conditions of this Second Amendment.

11. **MPO ILA** means the Interlocal Agreement for Transportation Surtax Services entered into between the MPO and the County on April 25, 2019, to establish and implement an organized process for MPO Surtax Staff to evaluate and rank Municipal Capital Projects and make annual recommendations for Transportation Surtax funding in connection with the County's normal Fiscal Year budgeting process and five-year capital improvement planning.

12. **MPO Surtax Staff** means the staff or contractors hired by the MPO and funded by Transportation Surtax Proceeds.

13. **Municipal Capital Projects** or **MCPs** means municipal capital improvement projects involving primarily new or expanded roads, sidewalks, bike paths, bridges, and similar transportation elements.

14. **Municipal Projects** means collectively Community Shuttle Service, Municipal Capital Projects (including any Municipal Project Contingency), and Municipal R&M Projects.

15. **Municipal Project Contingency** means Transportation Surtax Proceeds allocated by the County Commission for the purpose of covering Municipal Capital Project costs associated with unforeseen conditions during construction.

16. **Municipal R&M Projects** or **MR&MPs** means municipal projects that involve restoring a facility to safe and functional condition and/or preventative maintenance of a currently-operating facility to preserve the facility from failure or decline. Such projects include primarily the maintenance or rehabilitation of roads, sidewalks, bike paths, bridges, or similar transportation elements. Municipal R&M Projects do not include, without limitation, mowing, tree trimming, pressure cleaning,

painting, irrigation repairs, landscaping repairs and maintenance, and cleaning and maintenance of catch basins, storm drains, and pipes.

17. ***New Municipal Capital Projects or New MCPs*** means all Municipal Capital Projects other than the Cycle 1 Ranked Projects.

18. ***Oversight Board*** means the Independent Transportation Surtax Oversight Board established in Section 31½-75 of the Broward County Code of Ordinances.

19. ***Projected Minimum Annual Guarantee or Projected MAG*** means the amount of MAG funding forecasted by the County to be available for the then-applicable Fiscal Year budget and/or for each of the applicable Fiscal Years in a Five-Year Plan.

20. ***Surtax Funding Agreement*** means the interlocal agreement executed by the County and the applicable Municipality, pursuant to Section 212.055(1), Florida Statutes, in the form acceptable to the County, and which provides for the remittance of Transportation Surtax funds to the Municipality for a specific Municipal Project.

21. ***Transportation Plan*** means the Regional Mobility & Transportation Enhancements Surtax Initiative considered and approved by the County Commission on September 13, 2018. The Transportation Plan included 709 Municipal Projects (506 MCPs and 203 MR&MPs) with an estimated total cost, inclusive of the Municipal Project Contingency and Community Shuttle Service, of \$2.8 billion.

22. ***Transportation Surtax*** means the 30-year 1% transportation surtax levied pursuant to the Transportation Surtax Ordinance and approved by referendum of the general electorate at the November 6, 2018, General Election, the proceeds of which are to be expended in accordance with applicable law.

23. ***Transportation Surtax Ordinance*** means Section 31½-71, et seq., of the Broward County Code of Ordinances.

24. ***Transportation Surtax Proceeds***, except where the context indicates otherwise, means the net amount of Transportation Surtax funds the County received for the applicable Fiscal Year from the Florida Department of Revenue after deduction of the five percent set-aside amount required by Section 129.01(2)(b), Florida Statutes.

25. ***Transportation Surtax Projects*** means all projects funded in whole or in part with Transportation Surtax Proceeds (including projects submitted by Municipalities, the County, or Tri-Rail).

II. Applications for Funding.

A. Application Process for New Municipal Capital Projects. Unless otherwise expressly provided in this Second Amendment, Municipalities seeking Transportation Surtax funding for New Municipal Capital Projects shall submit applications to the MPO consistent with the MPO's prescribed application process. Such applications must include all supporting documents necessary to evaluate the New MCP, including all documents required by the MPO through its application process, any additional documents as may be requested by the MPO, and an independent cost estimate for each phase of the New MCP. The MPO's annual application period for New MCPs shall begin no later than **April 1** of each year. New MCPs shall be evaluated and ranked by the MPO consistent with Section IV below.

MCPs in the Transportation Plan that are numbered 111 through 510 in **Exhibit A** require additional evaluation and analysis by the MPO, are New MCPs as defined in this Second Amendment, and must be evaluated, ranked, and recommended for funding by the MPO pursuant to the process provided in Section IV.B. of this Second Amendment.

Upon written notice to the County and the MPO, Municipalities may withdraw an MCP (i.e., cancel its application for Transportation Surtax funding for the applicable project) at any time prior to executing a Surtax Funding Agreement.

The unincorporated area of the County shall be eligible to receive Transportation Surtax Proceeds for MCPs, and projects submitted by the County on behalf of the unincorporated area shall be included and reviewed by the MPO on the same basis as any other MCP.

B. Application Process for Municipal R&M Projects. The County will accept applications for new Municipal R&M Projects periodically as Transportation Surtax Proceeds for MR&MPs become available, as determined by the County. New MR&MPs will be evaluated and ranked by the County consistent with Section IV below.

III. Eligibility. To be eligible for funding with Transportation Surtax Proceeds, Municipal Projects must comply with Section 212.055(1), Florida Statutes, as well as the following eligibility criteria as applicable:

A. Street lighting: Improvements to lighting systems along a public road that are ancillary to road improvements and illuminate the right-of-way for vehicles, pedestrians, and bicyclists, are eligible projects. Such lighting improvements may be a component of the design for a road improvement project that included phases which were funded earlier with a different funding source. A lighting justification report consistent with Broward County and FDOT policies and the criteria outlined in the then-current version of the Florida Greenbook is required for these improvements to be eligible.

B. Drainage: Improvements to a public road stormwater system that address drainage deficiencies are eligible, provided the drainage improvements only address stormwater runoff from a public roadway. A drainage analysis is required for drainage projects and may include the width of the road right-of-way plus up to ten feet on each side of the right-of-way to calculate the eligible size of the stormwater system. Increases to the stormwater system to accommodate a drainage area greater than the eligible size are not eligible. Improvements to address runoff from private roads and/or developments are not eligible.

C. Sound Walls: Improvements that are consistent with the then-applicable FDOT noise decibel level criteria and the Broward County criteria for noise abatement projects are only eligible if the improvements meet all of the following criteria:

- Any requested sound wall is due to a road project that adds through lanes to an existing road, alters the road alignment significantly, or constructs a new road;
- The traffic noise study indicates the projected exterior noise level approaches or exceeds 67 decibels (dBA) or increases the existing noise level by 15 dBA or more; and
- FDOT compliant modeling shows the proposed wall will reduce the noise level at least five (5) dBA with a typical design goal of ten (10) dBA reduction.

D. Fiber-optic: Fiber-optic improvements supporting only communications for the County's public transportation system are eligible, provided that the proposed improvements have received approval from the maintaining and operating agency(ies). A shared conduit that includes use for any purpose other than the County's public transportation system is not eligible for funding through Transportation Surtax Proceeds.

E. Landscaping: Only landscaping improvements within the public road right-of-way that are ancillary to a road improvement project and meet the applicable design criteria are eligible. Such landscaping improvements may be a component of the design for a road improvement project that included phases which were funded earlier with a different funding source.

F. Parking: Improvements used for park-and-ride or other transit-oriented development parking that serve the public are eligible. Garages directly related to a public transportation project that serve the public are eligible, provided the parking fees do not exceed costs associated with operating and maintaining the facility.

G. Road Improvements: New roads, widening, resurfacing, and repairs of existing roads, pavement markings, signage, guardrails, ADA accommodations, and traffic calming projects are eligible. High-end decorative lighting, decorative road signage, brick pavers, and similar items are not eligible.

IV. Evaluation and Ranking.

A. The MPO's Cycle 1 Evaluation and Ranking of Municipal Capital Projects. The Parties acknowledge and stipulate that, having conducted all reasonable inquiry and performed all reasonable diligence, they are unaware of any facts that would render any of the following statements inaccurate or false:

1. The County's FY2020 and FY2021 funding of FY2020 Approved Projects and Municipal Capital Projects provided for in the County's FY2021 Five-Year Plan are consistent with all of the County's contractual obligations to the Municipalities and the MPO, and such funding was determined after prudent and proper consideration of the MPO's recommendations set forth in **Exhibit A**. The MPO's prioritization and ranking methodology and recommendations to the County were appropriately and validly informed by (a) each MCP's ability to alleviate traffic congestion and improve connectivity; (b) other factors such as shovel-readiness, level of service, incident delay, proximity to transit, population density, employment density, equity, and resiliency, as reflected in **Exhibit B** attached; and (c) the MPO's analysis and points distribution system illustrated in **Exhibit B**.

2. The MPO's evaluation and ranking process completed in February 2020 (a) properly considered all MCPs submitted by the Municipalities to date; (b) ranked the submitted MCPs in order from 1 to 110 in a fair and equitable manner in accordance with each of the Parties' contractual obligations; and (c) was not unfairly affected or tainted in any way, including, without limitation, by any existing or contemplated contractual obligations or entanglements of the MPO as consultant or service provider to one or more of the Municipalities.

3. The combined cost of funding all phases of each of the FY2020 Approved Projects far exceeds the projected aggregate Minimum Annual Guarantee for FY2019, FY2020, and all five Fiscal Years in the FY2021 Five-Year Plan. As a result, phases of FY2020 Approved Projects not scheduled for funding in FY2020 will be funded in one or more of the Fiscal Years in the FY2021 Five-Year Plan or subsequent Five-Year Plans, based on the MPO's FY2020 ranking and funding recommendations and the availability of MAG funds. In addition, statutorily-eligible Cycle 1 Ranked Projects deferred at the request of the Municipality will receive priority for MAG funding as outlined in Section IV.B.1(b) below based on the MPO's FY2020 rankings and funding recommendations. Therefore, it is anticipated that MAG funding for New MCPs may not be available before FY2027.

B. MPO Evaluation and Ranking Process for New Municipal Capital Projects: The MPO will develop, establish, and utilize an evaluation and ranking process (the "New MPO E&R Process") to prioritize the order of funding Municipal Capital Projects within the Minimum Annual Guarantee, which process may not be implemented by the MPO prior to it being approved in writing by the County Administrator. Beginning in 2021, or as soon thereafter as such process has been developed by the MPO and approved by the County Administrator, the New MPO E&R Process shall be the process utilized for evaluation and

ranking of New MCPs, and shall include: (1) a preliminary assessment of the project's eligibility under Section 212.055, Florida Statutes, and Section III of this Second Amendment, which assessments shall be made in consultation with the Transportation Surtax General Counsel and counsel for the applicable Municipality; (2) an annual evaluation of any new applications from Municipalities for MAG funding of MCPs; (3) an evaluation of New MCPs for funding in the then-current fiscal year and the applicable Five-Year Plan, as applicable; (4) an evaluation of the cost estimate provided by the applicable Municipality for each expected phase of the applicable MCP; (5) individualized meetings with each Municipality to evaluate its funding applications, funding needs, funding sources, and project performance; (6) an evaluation and ranking of all MCPs for funding that utilizes the criteria listed in Section IV.B.2 below; and (7) a scoring distribution system for the evaluation and ranking of MCPs substantially the same as or similar to the system illustrated in **Exhibit B**.

1. *MPO's Rankings and Funding Recommendation.* Beginning in 2021, by **June 1** of each year and consistent with the requirements of the New MPO E&R Process provided for herein, the MPO will annually develop and deliver to the MAP Administration: (i) a ranked list of MCPs the MPO recommends for funding in the upcoming Fiscal Year, subject to Section IV.A.3; (ii) recommended schedule for funding applicable phases of annually ranked MCPs; and (iii) recommended funding allocations for ranked MCPs within the MAG for each Fiscal Year of the applicable Five-Year Plan. The funding recommendations referenced in subsections (ii) and (iii) herein must be consistent with regard to the upcoming Fiscal Year with the ranked list of MCPs submitted pursuant to subsection (i) herein.

(a) *Annual MCP Rankings:* Subject to Section 4.B.1(b) below, the MPO shall annually rank all MCPs, including New MCPs, and recommend funding within the MAG for the applicable phase of MCPs based on the criteria in Section IV.B.2. Each MCP (including their subsequent phases) shall be re-evaluated on an annual basis pursuant to the New MPO E&R Process and the criteria stated in Section IV.B.2. The Parties acknowledge and stipulate that the MPO's annual Fiscal Year ranking and funding recommendations for MCPs may vary each Fiscal Year, including based on the other MCPs being evaluated at the time and each MCP's progress and status at the time of each annual evaluation, such that a MCP or subsequent phases of any MCP may be ranked higher or lower in the ranked list in different Fiscal Years.

(b) *Cycle 1 Ranked Project Rankings.* Notwithstanding Section IV.B.1(a), unless expressly provided for otherwise in this Second Amendment, Cycle 1 Ranked Projects shall retain their ranking as assigned by the MPO in FY2020 for all phases of the project, including for subsequent phases. In addition, the MPO's annual ranking and funding recommendations shall prioritize funding for Cycle 1 Ranked Projects, in the order of their original ranking, before New MCPs and lower-ranked Cycle 1 Ranked Projects. As a result, unless the Cycle 1 Ranked MCP is withdrawn or abandoned by the Municipality, subsequently deemed ineligible for Transportation Surtax Proceeds, or

deemed infeasible by the County pursuant to Section V.D., the MPO will assign Cycle 1 Ranked Projects the highest rankings in the annual ranking and funding recommendations, consistent with their originally assigned FY2020 ranking order, until all phases of Cycle 1 Ranked Projects are funded.

(c) *MPO's Funding Recommendations Not to Exceed MAG.* The MPO's annual ranking and funding recommendations shall never exceed the Projected MAG for that Fiscal Year provided in writing to the MPO by the County Administrator. The MPO may provide a supplemental list of additional MCPs it recommends for funding in excess of the MAG only if and to the extent of a written request from the County Administrator. To avoid exceeding the MAG in any Fiscal Year, the MPO may recommend that the County distribute funding allocations for a single phase (e.g., construction) of a large MCP among several Fiscal Years, in which event the MPO shall include such recommended allocations in the proposed Five-Year Plan recommendations. The County, in its sole discretion, may time the funding of that phase of the MCP among multiple Fiscal Years within the MAG.

2. *MPO Evaluation and Ranking Criteria.* The MPO shall annually evaluate, rank, and recommend funding for timely submitted MCPs based exclusively on the criteria stated in subsections (a) and (b) below:

(a) The project's ability to ***alleviate traffic congestion and enhance connectivity*** shall be the MPO's **primary** criteria for evaluating and ranking MCPs for funding and shall be weighted more than the factors in subsection (b) and any other factor in the MPO's scoring distribution and methodology. Factors relevant to the alleviation of congestion and enhancement of connectivity may include, without limitation, the following:

- i. The project's ability to alleviate traffic congestion and enhance connectivity between and among densely populated and highly concentrated employment zones, existing transit services, and multimodal connections;
- ii. The level of service of the connected roadway network;
- iii. Connections to facilities like the proposed project, existing facilities, and existing public-school zones; and
- iv. The project's ability to reduce incident delays such as vehicular, pedestrian, and bicycle accidents.

(b) The following criteria are secondary to the criteria in subsection (a), and shall be weighted less than the factors in subsection (a) and in such order as the MPO deems appropriate:

- i. The project's ability to improve or address an identified resiliency issue on a moderate to highly-vulnerable corridor including, without limitation, considerations of sea level rise and climate change, as set forth in generally accepted studies or reports such as the study titled "Extreme Weather and Climate Change Risk to the Transportation

System in Broward County," or the report titled "2019 Unified Sea Level Rise Projection for Southeast Florida."

- ii. Regional impact including, but not limited to, whether the project is a collaborative effort among municipalities and crosses municipal boundaries;
- iii. The economic impact in socioeconomically underserved areas as further defined by the MAP Administration;
- iv. Demonstrated outreach and public support for the project;
- v. Construction-readiness of the project;
- vi. Whether the proposed project (including any prior phase of the project) was included in the Transportation Plan, the Cycle 1 Ranked Projects, or a prior evaluation and ranking cycle;
- vii. Whether the Municipality has implemented Land Use Policy 2.16.4 by enacting specific regulations including those referenced in Land Use Policy 2.16.4 (applicable only after the Land Use Policy is 2.16.4 is effective);
- viii. Whether the Municipality deems the proposed project its highest-priority MCP; and
- ix. Project timing, cost, and performance (if any) to date, including but not limited to:
 - The proposed project schedule and estimated completion date;
 - The project budget and the estimated total cost of the project (inclusive of all phases);
 - Whether and the extent to which the project leverages state and/or federal funds; and/or
 - Project implementation performance to date (if any) (e.g., how well the project has met its proposed schedule, delivery goals, budget, and CBE goals).

3. *Duration of the MPO Role.* The MPO ILA is currently scheduled to expire on December 31, 2024. If the MPO ILA expires or is terminated, or if the MPO ILA is modified to remove the MPO from the process of evaluation and ranking of MCPs, the County and the Municipalities will negotiate and execute an amendment to this Second Amendment that identifies the individuals or entities to perform the role of evaluating and ranking MCPs at the conclusion of the MPO's service in that role. Notwithstanding Section VII.D below, the MPO's execution of such an amendment will not be required for it to be effective.

C. County Evaluation and Ranking of Municipal R&M Projects.

1. *Cycle 1 Evaluation and Ranking of Municipal R&M Projects.* The Parties acknowledge and stipulate that all Municipal R&M Projects contained in the Transportation Plan for which documentation was properly submitted in FY2020 were

properly and validly reviewed and ranked by the County based upon the factors listed in Section IV.C.2. below, which resulted in the list of 61 ranked MR&MPs. The Parties agree and stipulate that the total cost of the 61 MR&MPs alone exceeded the MAG for FY2019 and FY2020 combined (exclusive of Community Shuttle Service, all MCPs, and any Municipal Project Contingency). The Parties further agree and stipulate that MR&MPs on the ranked list of 61 MR&MPs that were not funded in FY2020 will be funded in future funding cycles, subject to the availability of MAG funds as determined by the County, until all 61 MR&MPs have been funded. The County may begin accepting applications for new MR&MPs after Surtax Funding Agreements have been fully executed for all 61 MR&MPs reviewed and ranked by the County in FY2020.

2. *Evaluation and Ranking Criteria for Municipal R&M Projects.* The County will evaluate and rank MR&MPs based on its assessment of the following criteria:

- (a) The age and condition of the facilities;
- (b) Multimodal components;
- (c) Sustainability components;
- (d) Socio-economic factors (including, without limitation, gas tax revenues distributed, household income, and miles of roadway under municipal jurisdiction);
- (e) Construction-readiness of the project;
- (f) Geographic and equitable distribution of Transportation Surtax Proceeds countywide; and
- (g) Other transportation-related projects occurring or scheduled to occur in the vicinity, including to avoid unnecessary disruption of traffic and inefficient or duplicative work.

The County may re-evaluate and re-rank MR&MPs, in its sole discretion, including MR&MPs previously approved for funding, at any time based on additional information reasonably related to the criteria stated in this Section IV.C.2. and the availability of MAG funding after Community Shuttle Service and Municipal Capital Projects (including any Municipal Project Contingency) are funded in accordance with this Second Amendment.

V. Surtax Proceeds for Municipal Capital Projects.

A. OPPAGA Performance Audit. In 2018, the amount of Transportation Surtax Proceeds estimated during the 30-year levy was approximately \$15.6 billion. Section 212.055, Florida Statutes, which authorizes the levy of the Transportation Surtax, was amended to require, prior to the conducting of the referendum, completion of an independent "performance audit of the program associated with the surtax adoption proposed by the county." The audit was completed and posted on the County's website as required by the statute.

B. The County's Minimum Annual Guarantee and Project Funding.

1. For each Fiscal Year, the annual amount of Transportation Surtax Proceeds allocated to Community Shuttle Service, MCPs, Municipal Project Contingency, and MR&MPs must be no less than the Minimum Annual Guarantee for the applicable Fiscal Year. Each Fiscal Year, the County will utilize the MAG for that Fiscal Year (after fully funding Community Shuttle Service) to fund MCPs, in the order as ranked and recommended by the MPO, except as stated in Section V.D below. If there are unallocated MAG funds after funding MCPs as ranked and recommended by the MPO for that Fiscal Year, the County, in its sole discretion, may roll over the unallocated MAG funds and increase the MAG for the next Fiscal Year by the amount of the rollover, or allocate the funds for MR&MPs.

2. Subject to Section V.B.1 and notwithstanding anything else stated in this Second Amendment, the Parties acknowledge and stipulate that the County has no obligation to fund Municipal Projects (inclusive of Community Shuttle Service, MCPs, MR&MPs, and Municipal Project Contingency) in any Fiscal Year in excess of the MAG. In addition, except for FY2019, FY2020, and FY2021 funding allocations for FY2020 Approved Projects, the Parties acknowledge and stipulate that the County may, without any further condition and in its sole discretion, utilize Transportation Surtax Proceeds in excess of the MAG to fund any Municipal Project, whether or not the project has ever been ranked by the MPO, and regardless of any ranking priority the MPO may have assigned to the project. Further, and except as provided for in Section V.B.1, the Parties agree that: (i) the MPO's ranking and funding recommendations do not apply to MCPs the County elects to fund in excess of the MAG; and (ii) the County has complete discretion to fund any such MCPs in excess of the MAG if, and on such terms and conditions, it chooses.

3. Upon the applicable Municipality's written request, the County in its sole discretion may apply funding for a designated phase of an MCP previously recommended by the MPO (e.g., planning or design) to another phase of the same MCP (e.g., construction) if the following conditions are met: (i) the previously recommended phase of the MCP is completed or other circumstances render funding of that phase futile (e.g., the phase was funded with other resources); and (ii) the substituted phase to be funded has been considered statutorily-eligible by the Oversight Board. The funding amount previously recommended by the MPO for the designated phase is the maximum amount that the County will apply to the substituted phase. Any MAG funding reallocated pursuant to this paragraph shall be counted in terms of calculating whether the County has met its MAG funding obligation.

4. The timing and process of funding any MCP shall be consistent with applicable law, including Section 129.01, Florida Statutes. Transportation Surtax Proceeds shall not be utilized to fund any Municipal Project unless the County, through the Transportation Surtax General Counsel, after consultation with counsel for the Municipality and after considering the recommendation of the Oversight Board, confirms

the project is legally eligible for funding with Transportation Surtax Proceeds. Notwithstanding anything in this Second Amendment to the contrary, Transportation Surtax Proceeds may not be used to fund: (i) a MCP submitted by a municipality not a party to this Second Amendment; or (ii) any project (or element of a project) legally ineligible for Transportation Surtax Proceeds.

C. The County's Annual Budget and Five-Year Plan.

1. *The County's FY2019, FY2020, and FY2021 Approved Budgets.* The Parties agree and stipulate that: (a) funding allocated by the County for Municipal Projects through the effective date of this Second Amendment exceeds the total MAG for FY2019, FY2020, and FY2021 combined and fully satisfies the County's funding obligation for those Fiscal Years; (b) the County's FY2019, FY2020, and FY2021 funding allocations for the FY2020 Approved Projects were for only the stated phase of the respective FY2020 Approved Project; and (c) funding for phases of FY2020 Approved Projects not budgeted for in the FY2021 Five-Year Plan will be funded by the MAG in subsequent Fiscal Years consistent with the MPO's FY2020 rankings and funding recommendations.

2. *Fiscal Year Budgets and Five-Year Plans After FY2021.* For all Fiscal Years after FY2021, in the normal course of the County's annual budget and capital improvement planning process, the County will, through the County Commission, allocate funding for Transportation Surtax Projects for the then-current Fiscal Year and approve a Five-Year Plan for Transportation Surtax Projects. The County will use a team that will include transportation planning, legal, and other professionals to develop Five-Year Plans and Fiscal Year funding recommendations based on the following considerations:

- (a) The MPO's funding recommendations in FY2020 and for subsequent Fiscal Years up to the MAG;
- (b) The County Administrator's annual budget recommendations published by the County in approximately July of each year;
- (c) The Oversight Board's consideration as to statutory eligibility for funding with Transportation Surtax Proceeds pursuant to Section 212.055(1), Florida Statutes;
- (d) Available Transportation Surtax Proceeds;
- (e) Revenue and economic forecasts and analysis;
- (f) Corridor delivery modeling with an aim to achieve responsible and efficient use of Transportation Surtax Proceeds and the mitigation of potential or actual disruption to residents and businesses;
- (g) Requests from Municipalities to reschedule, modify, or combine projects;
- (h) Construction-readiness of each Transportation Surtax Project;
- (i) The ability to leverage state and/or federal funding; and
- (j) Other factors the MAP Administration or the County Commission deems relevant.

3. *The County Commission's Approval and Allocation of Funding for Municipal Projects.* Annually, the MAP Administration will provide to the County Commission for its consideration and approval: (a) a proposed Five-Year Plan which includes at least the Projected MAG funding allocations (after deducting the cost of Community Shuttle Service) for MCPs, by project and Fiscal Year, consistent with the MPO's rankings and MAG funding recommendations for the applicable Fiscal Years; (b) a Fiscal Year budget which includes at least the MAG allocations for Municipal Projects; and (c) its determination as to statutory eligibility of the proposed Transportation Surtax Projects based on the Oversight Board's evaluation. Prior to or simultaneously with its annual presentation to the County Commission, the MAP Administration will notify the Municipalities of the County's proposed Five-Year Plan and the Projected MAG for each Fiscal Year of the Five-Year Plan. The Five-Year Plan will provide for the timing of funding all capital Transportation Surtax Projects and include funding projections over a rolling five-year period. The County has no obligation to fund any MCP in an amount greater than the least of the following: the amount recommended by the MPO, determined statutorily-eligible by the Oversight Board, or the actual cost of the project. As used in this Second Amendment, a Municipal Project (including, as applicable, the designated phase of an MCP) is "funded" when the County Commission approves the allocation of funding for the Municipal Project (or the designated phase of the MCP as applicable) included in the County's then-current Fiscal Year budget. Municipalities will receive funds allocated for MCPs as outlined in Section V.F.

4. *Adjustments to Five-Year Plans.* In the event of a material change in one or more of the factors in Section V.C.2 above, the MAP Administration will (i) make periodic adjustments to the Five-Year Plan consistent with the factors outlined in Section V.D. and, if applicable, present such adjustments to the Oversight Board for its evaluation as to statutory eligibility for funding with Transportation Surtax Proceeds; (ii) present any proposed adjustments to the County Commission for its approval and appropriation of Transportation Surtax Proceeds as the County Commission deems necessary and appropriate; and (iii) in the event Transportation Surtax Proceeds actually received by County exceed the County's projections for that Fiscal Year, the MAP Administration will request additional rankings and recommendations from the MPO to fund additional MCPs and make any necessary proposed adjustments to the MAG funding allocations for that Fiscal Year for the County Commission's approval consistent with subsections (i) and (ii) of this section.

5. *Reimbursements to Municipalities for Eligible Expenditures.* Municipalities may request reimbursement from the County for eligible expenditures under Section 212.055(1), Florida Statutes, and Section of III of this Second Amendment for MCPs included in the then-current Five-Year Plan approved by the County Commission, provided that: 1) the Municipality obtains written approval from the County Administrator of the specific project; 2) the County Commission allocated Transportation Surtax Proceeds for that MCP for the then-current Fiscal Year; and 3) the Municipality

enters into and complies with all terms and conditions of the Surtax Funding Agreement for the applicable project. To the extent permissible under applicable law, the Surtax Funding Agreement may be executed after the expenditures by the Municipality, but must be executed prior to reimbursement, and the provisions of the Surtax Funding Agreement shall govern the eligibility of such expenditures for reimbursement. Funding shall be limited to the funds budgeted and allocated for that project in the then-current Fiscal Year, as approved by the County Commission.

D. The County's Limited Discretion to Fund Municipal Capital Projects Other Than as Ranked by the MPO within the MAG Funding Recommendations. The Parties agree and stipulate that the County may deviate from the MPO's ranking to accelerate or subordinate funding of an MCP within the MAG for the applicable Fiscal Year only when necessary to ensure Transportation Surtax Proceeds are utilized legally, responsibly, efficiently, and with the least disruption to residents and businesses, in the circumstances set forth herein. The County's deviation from the MPO's ranking order in one Fiscal Year shall not modify the order of priority for funding MCPs in any subsequent Fiscal Year. If the County uses its limited discretion as defined in this section in any Fiscal Year, it shall provide written notice to the impacted Municipality(ies) of such deviation and the reason(s) for such deviation and commit to fund any subordinated MCP within a reasonably prompt time frame once the reason(s) for the deviation as stated in the County's written notice are resolved, subject to the availability of funds within the MAG. The circumstances under which the County may exercise its limited discretion pursuant to this section are limited to the following:

1. Demonstrated need, documented in writing, to coordinate the construction timeline of the applicable MCP(s) and the timing of other projects that affect the same or nearby transportation elements to avoid waste;
2. The MCP is scheduled for construction funding for that Fiscal Year but is not construction-ready for any of the following reasons:
 - (a) The Municipality does not have 100% complete, signed, sealed, design plans and required construction documents for the project;
 - (b) The Municipality has not obtained the written approval necessary to construct the project from the owner(s) of the impacted road(s);
 - (c) Right-of-way required to construct the project has not been acquired;
 - (d) The construction cost estimate is ten percent (10%) higher than the construction cost estimate proposed by the Municipality in its application for funding (after factoring in reasonable inflation);
 - (e) The permits required to construct the project have not been obtained;

- (f) The utility relocation required for the project to begin construction work has not been completed or a utility relocation plan has not yet been approved by all applicable entities;
- (g) The Municipality's governing body has not adopted a resolution of support confirming its approval for the project to proceed; or
- (h) The Municipality states in writing that it is unable or unwilling to move forward with the project because of opposition from an affected community or inadequate public support for the project.

3. The applicable Municipality(ies) fails to execute or materially breaches a Surtax Funding Agreement or this Second Amendment; and/or

4. When necessary to comply with the laws, rules, court decisions, orders, and regulations of applicable governmental authorities.

In addition, the County may, in its sole discretion, deem a MCP infeasible if it fails to meet the construction-ready requirements listed in Section V.D.2 above within three Fiscal Years after the first day of the Fiscal Year for which the MCP was first scheduled for construction funding. If a project is deemed infeasible, as provided in this Section V.D., the project will be deemed canceled and withdrawn, will lose its ranking, and its allocated funding would then be available to fund other Municipal Projects. A Municipality may elect to submit a new application to the MPO for any MCP deemed infeasible by the County.

E. The County's Discretion to Convert a Municipal Project to a County Project. The County may elect, at any time prior to executing a Surtax Funding Agreement, with the consent of the applicable Municipality(ies), to convert any MCP in the then-current Five-Year Plan to a County project. The County will provide written notice to the Municipality of its intent to convert the MCP to a County project. For any MCP converted to a County project, the funding for the project will not be counted toward the MAG, and the timing of funding the project in the applicable Five-Year Plan will be determined by the County in its sole discretion without regard to the MPO's ranking and funding recommendations.

F. Surtax Funding Agreements. The Municipalities shall receive Transportation Surtax Proceeds from the County for a funded Municipal Project subject to and upon execution of, a Surtax Funding Agreement between the County and the Municipality for each such Municipal Project. Surtax Funding Agreements for MCPs and MR&MPs shall include at least a 30% CBE commitment for the project, unless such requirement is determined inapplicable by the Director of the County's Office of Economic and Small Business Development or is modified or waived by the County Commission.

G. Community Shuttle Service. Subject to the availability of funds, the MAG will be used first to directly and fully fund the reasonable and necessary operating, maintenance, and capital costs of existing Community Shuttle Service and any improved or new Community Shuttle Service, before funding MCPs, Municipal Project Contingency, and

MR&MPs. Funding of Community Shuttle Service is not subject to evaluation or ranking by the MPO. Unless waived by the County, to be eligible for Transportation Surtax Proceeds, the Community Shuttle Service must meet or exceed the standard of 7.1 passengers per revenue service hour per route or such other standard as the County may impose. The County may, in its sole discretion, decrease or increase this standard based on future population and ridership growth. The County's Transportation Department administers the Community Shuttle Service program and allocated Community Shuttle Service funding is included in the Transportation Department's annual Fiscal Year budget. In the event of interruptions due to hurricane or other natural disasters causing Municipality to fail to meet the 7.1 passengers per revenue service hour requirement, County may suspend the ridership criteria. The Community Shuttle Service ridership requirement is suspended until the end of the current declared local state of emergency due to COVID-19.

VI. Additional Requirements. Each Municipality shall: (a) fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-71, et seq., Broward County Code of Ordinances, as same may be amended by the County; (b) ensure that all of its expenditures of Transportation Surtax Proceeds will be consistent with applicable law and with any conditions recommended by the Oversight Board when such recommendations are expressly and formally approved by the County Commission; and (c) comply with the reporting requirements stated in the applicable Surtax Funding Agreement, which may include requirements to report project performance data, metrics, measures, and deliverables as may be prescribed by the County.

A. Reporting and Accounting. Each Municipality receiving Transportation Surtax Proceeds shall deposit and maintain all Transportation Surtax Proceeds in a segregated fund or account, which shall be subject to audit by the County and the Oversight Board. Any interest earned by a Municipality on any Transportation Surtax Proceeds shall constitute Transportation Surtax Proceeds and may be utilized by the Municipality only in accordance with the terms of the applicable Surtax Funding Agreement. Upon prior written approval by the Contract Administrator, a Municipality may utilize other methods of separate accounting for the Transportation Surtax Proceeds provided the accounting method permits a full and complete audit of the funds.

B. Permitting. To decrease public inconvenience and to facilitate the expeditious and efficient completion of projects funded with Transportation Surtax Proceeds, for any project funded by Transportation Surtax Proceeds that is performed by the County and is in whole or in part within the geographical boundaries of a Municipality, each Municipality shall waive, unless prohibited by applicable state or federal law, all municipal permitting requirements, except to the extent of any portion of the work performed by the County that will be owned, operated, and maintained by the Municipality. The waiver shall include, without limitation, the requirements of permit application, permit issuance, inspections, and permitting fees. The County shall be responsible for ensuring adequate

plan review, inspections, and compliance with State and County standards for work performed by the County. The County shall waive, unless prohibited by applicable state or federal law, all County permitting fees for Municipal Capital Projects and Municipal R&M Projects.

C. Road Closures. Each Municipality shall institute and comply with a cooperative notification program, in a format prescribed by the County, that ensures the County is promptly notified and promptly provided with data reasonably requested by the County regarding all municipal roads in the Municipality that are closed for any reason, including but not limited to construction of Transportation Surtax Projects, other construction, or flooding.

D. Branding and Marketing. Each Municipality shall participate in reasonable branding and marketing in the form and content prescribed by the County, including, but not limited to, signage prominently acknowledging that the applicable projects are funded with Transportation Surtax Proceeds, utilizing County-approved wording, logos, or other imagery, which branding and marketing will acknowledge the project contributions of the County and the applicable Municipality(ies). The County will work cooperatively with the Municipality(ies) regarding the location of branding and marketing. The costs for all branding and marketing requested by the County pursuant to this section shall be included in the Transportation Surtax Proceeds allocated for the applicable Municipal Project.

E. Data Collection and Sharing. To the extent requested by the County, each Municipality shall ensure that each of its projects funded in whole or in part with Transportation Surtax Proceeds includes incorporation and placement of sensors or other devices on municipal roads, rights-of-way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or the Municipality's use of such roads, rights-of-way, properties, or assets. The County shall fund the costs for any such incorporation and placement requested by the County. To the extent that the Municipality controls data collection, each Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by the County in order to facilitate countywide collection and utilization of transportation data. For the useful life of the applicable project, to the extent requested by the County, each Municipality shall provide the County any and all access to such data as may be requested by the County, including recurring or real-time access or periodic download.

VII. General Provisions.

A. Term of Agreement. This Second Amendment shall remain in full force and effect until all Transportation Surtax Proceeds allocated by the County to Municipal Projects

have been fully expended by all the Municipalities and thereafter until 90 days after the Oversight Board has completed its review of each applicable Party's final audit.

B. No Impact to Future Levies. Nothing in this Second Amendment shall impact in any way, whatsoever, any future ballot question seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

C. Funding Limited to Transportation Surtax Proceeds. The County's funding obligations under this Second Amendment shall be met solely through the use of Transportation Surtax Proceeds, and all funding provided by the County under this Second Amendment shall be consistent with applicable law including Section 129.01, Florida Statutes.

D. Amendment. This Second Amendment may be amended by a written document formally approved by the County and by such Municipalities that both (i) constitute a majority of the Municipalities that are a party to this Second Amendment, and (ii) cumulatively represent more than 50% of the County's total population. The MPO's written approval of any amendment shall only be required if the amendment purports to modify any express obligation of the MPO hereunder. Any amendment approved in accordance with this section shall be binding on all Parties hereto.

E. Governing Law, Venue, and Waiver of Jury Trial. This Second Amendment shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, on in connection with this Second Amendment shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS SECOND AMENDMENT, EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS SECOND AMENDMENT.**

F. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

G. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this Second Amendment, the Party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this Second Amendment.

H. Notices. In order for a notice to a Party to be effective under this Second Amendment, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with 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). The addresses for notices shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

As to the County: Broward County Administrator
 115 S. Andrews Avenue, Room 409
 Fort Lauderdale, FL 33301
 Current email: bhenry@broward.org

With a copy to: Broward County Attorney
 115 S. Andrews Avenue, Room 423
 Fort Lauderdale, FL 33301
 Current email: ameyers@broward.org

As to Municipality: Manager/Administrator
 Name, address, and current email provided on signature page

With a copy to: Municipal Attorney
 Name, address, and current email provided on signature page

MPO: MPO Executive Director
 100 W. Cypress Creek Road, Suite 650
 Fort Lauderdale, FL 33309
 Current email: stuartg@browardmpo.org

With a copy to: MPO General Counsel
 Weiss Serota Helfman Cole & Bierman
 200 E. Broward Blvd., Suite 1900
 Fort Lauderdale, FL 33301
 Current email: agabriel@wsh-law.com

A Party's notice address may be changed at any time by that Party, provided that Party provides notice of such change consistent with the requirements of this section.

I. Entire Agreement. This Second Amendment constitutes the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and supersedes all prior versions of the Interlocal Agreement, the First Amendment, and all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Second Amendment that is not expressly contained in this Second Amendment. To the extent of any conflict between or among this Second Amendment, the Interlocal Agreement, and the First Amendment (and, with regard to any obligation of the MPO or County under the MPO ILA, to the extent of any conflict between or among

this Second Amendment, the Interlocal Agreement, the First Amendment, and/or the MPO ILA), the provisions of this Second Amendment shall prevail.

J. Headings. The section and subsection headings in this Second Amendment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Second Amendment.

K. Joint Preparation. The preparation of this Second Amendment has been a joint effort of the Parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any Party.

L. Severability. If any portion of this Second Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the Parties agree to negotiate in good faith to modify the invalidated portion of this Second Amendment in a manner designed to effectuate the original intent of the Parties.

M. Advice of Counsel. Each Party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and preparation of this Second Amendment.

N. Individual Liability. Except as provided in Section VII.D., each Party agrees and commits to fully comply with the obligations of this Second Amendment for that Party, with each Party only being responsible for its own compliance; a default by any one Party of any obligation under this Second Amendment shall not constitute a default by any other Party.

O. Waiver and Release. Each Party agrees and stipulates that as of the Effective Date (as defined below) of this Second Amendment, each Party is in full compliance with all terms and conditions of this Second Amendment. To the extent any Party may have a claim for a breach or default of any provision of the Interlocal Agreement, the First Amendment, or this Second Amendment that accrued prior to the Effective Date, each Party fully waives and releases their individual claims.

P. Effective Date. The effective date of this Second Amendment shall be the date of complete execution by the County, the MPO, and by such Municipalities that both (i) constitute a majority of the Municipalities that are a party to this Second Amendment, and (ii) cumulatively represent more than 50% of the County's total population (the "Effective Date").

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to and Restatement of the Transportation Surtax Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 10th day of September, 2020 (Agenda Item 61); the MPO, signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page; and each Municipality signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through
its County Administrator

Signature

By: _____
Bertha Henry, County Administrator

____ day of _____, 20__

Print Name of Witness above

Signature

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

Print Name of Witness above

By: _____
Devona A. Reynolds Perez (Date)
Assistant County Attorney

By: _____
Angela J. Wallace (Date)
Transportation Surtax General Counsel

AJW/DRP

Second Amendment to and Restatement Transportation Surtax ILA.doc

01/08/2021

#20-114.00

**SECOND AMENDMENT TO AND RESTATEMENT OF THE
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT**

MPO

By: _____
Gregory Stuart, Executive Director

By: _____
_____, Chair

This _____ day of _____ 2020.

This _____ day of _____ 2020.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE MPO ONLY:

By: _____
Alan L. Gabriel, MPO General Counsel
Weiss Serota Helfman Cole & Biermann, P.L.

**SECOND AMENDMENT TO AND RESTATEMENT OF THE
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT**

CITY/TOWN/VILLAGE OF _____ through its governing body, signing by and through
its Mayor or Vice-Mayor, authorized to execute the same by Board action on the
_____ day of _____, 2020.

MUNICIPALITY

WITNESS:

Signature of Witness

By: _____
_____, Mayor

Print or Type Name of Witness

_____ day of _____, 2020

Signature of Witness

By: _____
_____, Municipal Manager

Print or Type Name of Witness

_____ day of _____, 2020

ATTEST:

Notices:

Municipal Clerk

Approved as to legal form by:

With a copy to:

Municipal Attorney

EXHIBIT A
Cycle 1 Ranked Projects

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
1	Wilton Manors	WILT-006	Roadway Median landscape improvements	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$6,000,000	\$247,711
2	Sunrise	SUNR-025.1	Various Drainage Improvements	Resiliency Improvements	Construction	YEAR 1-Construction	\$10,000,000	\$5,180,000
3	Pompano Beach	POMP-004	Bay Drive Neighborhood Stormwater Improvements Project	Resiliency Improvements	Construction	YEAR 1-Construction	\$4,290,485	\$1,174,741
4	North Lauderdale	NLAU-007.1	Neighborhood Traffic Calming Program	Traffic Circle, Speed Tables, Intersection Improvement	Construction	YEAR 1-Construction	\$1,998,187	\$1,998,187
5	Weston	WEST-224	Intersection Improvements Royal	Traffic Circle, Speed Tables, Intersection Improvement	Construction	YEAR 1-Construction	\$2,200,000	\$1,612,082
6	West Park	WPRK-004	SW 25 Street Complete Street Improvement	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$2,000,000	\$1,638,987
7	Coral Springs	CORA-115.1	Emergency Traffic Signals	Signal Enhancement	Construction	YEAR 1-Construction	\$900,000	\$496,917
8	Dania Beach	DANI-019	Stormwater Improvements	Resiliency Improvements	Construction	YEAR 1-Construction	\$2,500,000	\$2,191,740
9	Davie	DAVI-003	Davie Rd Improvements Phase 3	Capacity Increase, Widening	Construction	YEAR 1-Construction	\$5,000,000	\$4,859,167
10	Lauderdale Lakes	LLAK-003	Citywide Community Gateway System	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	\$1,500,000	\$1,378,000
11	Tamarac	TAMA-018	Electric Vehicle Charging Stations	Transit	Construction	YEAR 1-Construction	\$500,000	\$436,546
12	Cooper City	COOP-036	Way Finding Signs	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	\$75,000	\$30,000
13	Hallandale Beach	HALL-026	City-wide Bus Stops Digital Signage	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	\$520,000	\$513,600
14	Deerfield Beach	DEER-003	Citywide Pedestrian Street Lighting Improvements	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	\$800,000	\$800,000
15	Southwest Ranches	SWRA-032	Drainage Project: SW 50 Street and SW 182 Avenue Drainage	Resiliency Improvements	Construction	YEAR 1-Construction	\$124,000	\$124,000
16	Oakland Park	OAKL-099	Landscape Improvement	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	\$330,000	\$330,000
17	Hollywood	HOLL-064	Industrial Park and Corridor Improvements	Capacity Increase, Widening	Construction	YEAR 1-Construction	\$5,000,000	\$5,000,000
18	Pembroke Park	PPRK-002	S.W. 25th St. Stormwater Impr. (Ph II)	Resiliency Improvements	Construction	YEAR 1-Construction	\$1,075,000	\$1,075,115
19	West Park	WPRK-007	SW 57 Ave & SW 20 Street Traffic Calming Improvement	Traffic Circle, Speed Tables, Intersection Improvement	Construction	YEAR 1-Construction	\$200,000	\$163,519
20	Fort Lauderdale	FORT-122	Safety Improvements: NW 15th Ave Mobility Improvements	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$2,000,000	\$2,000,000
21	Tamarac	TAMA-003	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	Construction	YEAR 1-Construction	\$1,000,000	\$528,902
22	Wilton Manors	WILT-012	Complete Streets	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$1,000,000	\$629,804
23	Pompano Beach	POMP-006	Kendall Lake Neighborhood Stormwater Improvements	Resiliency Improvements	Construction	YEAR 1-Construction	\$3,772,201	\$3,741,868
24	Hallandale Beach	HALL-005	City-Wide Bus Shelter Improvements	Transit	Construction	YEAR 1-Construction	\$3,000,000	\$2,977,563
25	Davie	DAVI-001	College Ave Phase 2 Widening	Capacity Increase, Widening	Construction	YEAR 1-Construction	\$1,000,000	\$1,000,000
26	Hollywood	HOLL-035	Complete Streets - Hollywood Blvd	Capacity Increase, Widening	Construction	YEAR 1-Construction	\$700,000	\$700,000
27	Lauderdale Lakes	LLAK-015	NW 36 Terrace Improvements	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$750,000	\$863,663
28	Weston	WEST-308	Indian Trace Elementary School	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$150,000	\$319,086
29	Wilton Manors	WILT-007.1	Parking	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$15,000,000	\$849,475
30	Weston	WEST-307	City-wide Wayfinding Signage Program	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	\$1,056,000	\$232,739

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
31	Tamarac	TAMA-014	Traffic Control Devices	Signal Enhancement	Construction	YEAR 1-Construction	\$500,000	\$445,817
32	Fort Lauderdale	FORT-162	Street Lighting: NW 15Th Avenue	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$1,000,000	\$996,668
33	Wilton Manors	WILT-013	Electronic Message Boards / Wayfinding	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$1,000,000	\$639,650
34	Miramar	MIRA-004	Miramar Parkway Extension to Pembroke Road	Capacity Increase, Widening	Design	YEAR 1-Design Regional Network	\$25,000,000	\$760,000
35	Miramar	MIRA-002	Pembroke Road Expansion from SW 184th Avenue to 200th Avenue	Capacity Increase, Widening	Design	YEAR 1-Design Regional Network	\$31,000,000	\$1,510,000
36	Miramar	MIRA-001	Pembroke Road Expansion from SW 160th Avenue to 184th Avenue	Capacity Increase, Widening	Design	YEAR 1-Design Regional Network	\$28,900,000	\$2,270,000
37	Miramar	MIRA-003	Pembroke Road Expansion from SW 200th Avenue to US-27	Capacity Increase, Widening	Design	YEAR 1-Design Regional Network	\$8,000,000	\$1,390,000
38	Fort Lauderdale	FORT-108	Safety Improvements: Andrews Ave	Capacity Increase, Widening	Planning	YEAR 1-Planning	\$5,000,000	\$150,000
39	Oakland Park	OAKL-023	City-Wide Mast Arm Conversion	Signal Enhancement	Design	YEAR 1-Design	\$7,875,000	\$945,000
40	Coral Springs	CORA-097	New Sidewalk Construction	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$20,000,000	\$600,000
41	Coconut Creek	COCO-024	New Bus Shelters/Replacement Bus Shelters	Transit	Design	YEAR 1-Design	\$3,600,000	\$432,000
42	Pompano Beach	POMP-002	Dixie Hwy/Atlantic Blvd Improvements Project	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$24,860,000	\$2,983,200
43	Hollywood	HOLL-036	Complete Streets - State Rd 7	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$1,000,000	\$120,000
44	Davie	DAVI-016	Orange Dr Corridor Enhancements	Capacity Increase, Widening	Design	YEAR 1-Design	\$3,000,000	\$360,000
45	Miramar	MIRA-021	Pembroke Road Bike Lane	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$3,000,000	\$90,000
46	Pembroke Pines	PPIN-039	City Wide Sidewalk Projects	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$4,431,250	\$132,938
47	West Park	WPRK-002	State Road 7 Pedestrian Lights	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	\$750,000	\$90,000
48	Lauderdale Lakes	LLAK-006	Comprehensive Traffic Calming Program	Traffic Circle, Speed Tables, Intersection Improvement	Planning	YEAR 1-Planning	\$850,000	\$25,500
49	Wilton Manors	WILT-009	Bus Benches And Shelters	Transit	Planning	YEAR 1-Planning	\$6,000,000	\$180,000
50	Sunrise	SUNR-055	Pine Island Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$4,500,000	\$540,000
51	Pembroke Park	PPRK-010	Bike Lane And Sidewalk Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$250,000	\$30,000
52	Lauderdale-by-the-Sea	LSEA-005	El Mar Drive Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,000,000	\$240,000
53	Weston	WEST-303	Weston Rd Corridor RRR	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$4,900,000	\$588,000
54	Deerfield Beach	DEER-007	FAU Research Blvd. Roadway Improvements	Capacity Increase, Widening	Design	YEAR 1-Design	\$4,000,000	\$480,000
55	Cooper City	COOP-035	City Entry Signs And Features	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	\$175,000	\$21,000
56	Tamarac	TAMA-008	Bike Paths	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$4,500,000	\$135,000
57	Lighthouse Point	LHP-010	Sidewalk/Bike Lane Construction	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$500,000	\$15,000
58	North Lauderdale	NLAU-007.2	Neighborhood Traffic Calming Program	Traffic Circle, Speed Tables, Intersection Improvement	Design	YEAR 1-Design	\$3,001,813	\$360,218
59	Parkland	PARK-008	Construction Of Bike Lanes On Parkside Drive	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$1,500,000	\$180,000
60	Dania Beach	DANI-001	West Dania Beach Blvd Bridge	Capacity Increase, Widening	Design	YEAR 1-Design	\$4,000,000	\$480,000

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
61	Margate	MARG-002	Winfield Blvd. Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$174,000	\$20,880
62	Southwest Ranches	SWRA-021	Drainage Project: SW 61st Court	Resiliency Improvements	Design	YEAR 1-Design	\$100,000	\$12,000
63	Fort Lauderdale	FORT-104	Sidewalks: Sidewalk Program - New Construction	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$3,000,000	\$360,000
64	Oakland Park	OAKL-007	CSX And FEC Crossing Study	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$150,000	\$150,000
65	Coral Springs	CORA-098	New Sidewalk Construction	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$20,000,000	\$600,000
66	Hollywood	HOLL-038	Complete Streets - Johnson St	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$5,000,000	\$150,000
67	Miramar	MIRA-020	Bus Shelter Improvement	Transit	Design	YEAR 1-Design	\$1,200,000	\$144,000
68	Lauderdale Lakes	LLAK-016	NW 50th Avenue Improvements Study & Design	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$500,000	\$500,000
69	Sunrise	SUNR-075	Oakland Park Blvd Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$3,250,000	\$390,000
70	Pompano Beach	POMP-011	PowerLine Road Improvements Project	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	\$2,734,862	\$328,183
71	Davie	DAVI-012	SW 30th Street Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,000,000	\$240,000
72	Coconut Creek	COCO-020	Hillsboro Boulevard Sidewalk Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$563,305	\$67,597
73	Wilton Manors	WILT-003	Complete Streets	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,000,000	\$240,000
74	West Park	WPRK-003	SW 48 Avenue Complete Street	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$3,500,000	\$420,000
75	Weston	WEST-192	Indian Trace Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$280,000	\$33,600
76	Pembroke Park	WPRK-009	52 Ave Complete Streets	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$1,200,000	\$144,000
77	Deerfield Beach	DEER-005	Pioneer Grove Improvements-Pedestrian Lighting	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,000,000	\$240,000
78	Lighthouse Point	LHP-009	Traffic Calming	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$1,000,000	\$30,000
79	Pembroke Pines	PPIN-021	Privacy Wall - Sheridan Street	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	\$1,350,000	\$162,000
80	North Lauderdale	NLAU-008	Sound Walls SW 64 Ter Sidewalks, Traffic Calming	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$3,000,000	\$360,000
81	Cooper City	COOP-024	Storm Water Drainage Improvement	Resiliency Improvements	Design	YEAR 1-Design	\$2,400,000	\$288,000
82	Parkland	PARK-002	Lox Road Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,600,000	\$312,000
83	Margate	MARG-047	City Bicycle/Pedestrian Greenway System	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$1,000,000	\$120,000
84	Southwest Ranches	SWRA-022	Drainage Project: Green Meadows	Resiliency Improvements	Design	YEAR 1-Design	\$43,000	\$5,160
85	Tamarac	TAMA-001	Multimodal Connectivity Plan	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$120,000	\$120,000
86	Lauderdale-by-the-Sea	LSEA-035	Bike Lanes	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$3,000,000	\$360,000
87	Dania Beach	DANI-017	SE Stormwater Drainage System	Resiliency Improvements	Design	YEAR 1-Design	\$7,212,000	\$865,440
88	Fort Lauderdale	FORT-113	Safety Improvements: SE 3rd Ave	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$1,500,000	\$45,000
89	Coral Springs	CORA-102	Bus Shelter Repair And Replacement	Transit	Design	YEAR 1-Design	\$375,000	\$45,000
90	Miramar	MIRA-025	Pembroke Road Bike Lane	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,100,000	\$252,000

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
91	Sunrise	SUNR-061	Oakland Park Blvd Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$6,000,000	\$720,000
92	Oakland Park	OAKL-025	Oakland Park Blvd Gateway	Landscaping, Hardscape, Signage, Lighting	Planning	YEAR 1-Planning	\$13,200,000	\$396,000
93	Lauderdale Lakes	LLAK-018	NW 36 St Improvements	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	\$1,000,000	\$120,000
94	Hallandale Beach	HALL-019	NW/SW 8th Ave Complete Street Project	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$1,500,000	\$180,000
95	Davie	DAVI-014	Nova Dr Improvements	Capacity Increase, Widening	Design	YEAR 1-Design	\$2,800,000	\$336,000
96	Coconut Creek	COCO-016	Sample Road Multi-Purpose Path	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,755,000	\$330,600
97	West Park	WPRK-008	SW 21St Street Complete Street Improvement	Traffic Circle, Speed Tables, Intersection Improvement	Design	YEAR 1-Design	\$2,000,000	\$240,000
98	Weston	WEST-193	Indian Trace Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,800,000	\$336,000
99	Pompano Beach	POMP-013	Riverside Drive Improvements Project	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$5,928,768	\$711,452
100	Wilton Manors	WILT-015	Intersection Improvements (Gateway Design)	Landscaping, Hardscape, Signage, Lighting	Planning	YEAR 1-Planning	\$13,200,000	\$396,000
101	Deerfield Beach	DEER-006	Pioneer Grove Improvements-Complete Streets	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$500,000	\$60,000
102	Pembroke Park	PPRK-008	County Line Road Storm Water Connection	Resiliency Improvements	Design	YEAR 1-Design	\$750,000	\$90,000
103	Cooper City	COOP-042	Storm Water Improvements	Resiliency Improvements	Design	YEAR 1-Design	\$1,600,000	\$192,000
104	Pembroke Pines	PPIN-038	Pines Blvd-Ingress/Egress-Holly Lake	Capacity Increase, Widening	Design	YEAR 1-Design	\$2,300,000	\$276,000
105	Lighthouse Point	LHP-011	Sidewalk Construction	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$750,000	\$22,500
106	Parkland	PARK-007	Traffic Light - Hillsboro Boulevard And University DR	Signal Enhancement	Design	YEAR 1-Design	\$600,000	\$72,000
107	Margate	MARG-033	Firefighters Pk-Winfield Blvd. Bridge	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$200,000	\$24,000
108	Southwest Ranches	SWRA-037	Drainage Project: Dykes Road and SW 51st Manor	Resiliency Improvements	Design	YEAR 1-Design	\$300,000	\$36,000
109	Hollywood	HOLL-056	Transportation/Traffic Calming - Dist. 5	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$833,333	\$100,000
110	Tamarac	TAMA-021	Crosswalks	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$3,000,000	\$90,000
Fiscal Year 2020 Total							\$414,903,204	\$72,016,813
Projects ranked 111 through 510 below have not been evaluated for funding readiness. Additional evaluation and analysis will be required.								
111	Fort Lauderdale	FORT-110	Safety Improvements: Andrews Ave	Bicycle Pedestrian Infrastructure	Planning	RANK	\$3,500,000	
112	Fort Lauderdale	FORT-067	Bike Lanes: Flagler Greenway	Bicycle Pedestrian Infrastructure	Design	RANK	\$12,000,000	
113	Hollywood	HOLL-037	Complete Streets - US 1	Bicycle Pedestrian Infrastructure	Construction	RANK	\$6,000,000	
114	Fort Lauderdale	FORT-188	Roadway Improvements: US 1	Bicycle Pedestrian Infrastructure	Planning	RANK	\$12,000,000	
115	Fort Lauderdale	FORT-107	Safety Improvements: NW 7th Ave	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,800,000	
116	Fort Lauderdale	FORT-139	Safety Improvements: Sistrunk Blvd	Bicycle Pedestrian Infrastructure	Design	RANK	\$12,000,000	
117	Fort Lauderdale	FORT-152	Safety Improvements: Sunrise Blvd	Bicycle Pedestrian Infrastructure	NA	SWAP	\$15,000,000	
118	Fort Lauderdale	FORT-164	Street Lighting: Andrews Avenue	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,000,000	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
119	Fort Lauderdale	FORT-189	Roadway Improvements: US 1	Bicycle Pedestrian Infrastructure	Planning	RANK	\$25,000,000	
120	Fort Lauderdale	FORT-168	Street Lighting: Las Olas Boulevard	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,500,000	
121	Fort Lauderdale	FORT-065	Bike Lanes: Laudertrail	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,000,000	
122	Fort Lauderdale	FORT-169	Street Lighting: US 1/Federal Highway	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,000,000	
123	Fort Lauderdale	FORT-166	Street Lighting: SE/NE 3rd Avenue	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,000,000	
124	Oakland Park	OAKL-001	Prospect Road Corridor Enhancement	Bicycle Pedestrian Infrastructure	NA	SWAP	\$5,559,584	
125	Fort Lauderdale	FORT-187	Roadway Improvements: SE 17th St	Bicycle Pedestrian Infrastructure	Planning	RANK	\$15,000,000	
126	Fort Lauderdale	FORT-163	Street Lighting: NW 7th Avenue	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,000,000	
127	Fort Lauderdale	FORT-124	Safety Improvements: Las Olas Blvd	Bicycle Pedestrian Infrastructure	Design	RANK	\$5,000,000	
128	Miramar	MIRA-015	Pembroke Road Expansion From Douglas Road To University Drive	Capacity Increase, Widening	NA	SWAP	\$25,300,000	
129	Lauderdale Lakes	LLAK-017	Pedestrian Safety Assessment/Improvements, SR 7 And Oakland Park Blvd	Bicycle Pedestrian Infrastructure	NA	HOLD	\$2,000,000	
130	Hallandale Beach	HALL-001	Atlantic Shores Blvd. Roadway Improvement	Bicycle Pedestrian Infrastructure	SWAP	SWAP	\$335,000	
131	Fort Lauderdale	FORT-138	Safety Improvements: NE 62Nd St	Bicycle Pedestrian Infrastructure	Planning	RANK	\$4,000,000	
132	Coconut Creek	COCO-017	Sample Road Bike Lane Improvements	Bicycle Pedestrian Infrastructure	NA	SWAP	\$3,100,000	
133	Fort Lauderdale	FORT-182	Roadway Improvements: Bayview Drive Traffic Calming	Bicycle Pedestrian Infrastructure	Construction	RANK	\$920,000	
134	Fort Lauderdale	FORT-148	Safety Improvements: NE 18th Ave	Bicycle Pedestrian Infrastructure	Planning	RANK	\$6,500,000	
135	Fort Lauderdale	FORT-161	Street Lighting : PowerLine Road/NW 9th Avenue	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$2,000,000	
136	Fort Lauderdale	FORT-128	Safety Improvements: Downtown Walkability Project Phases 6-9	Bicycle Pedestrian Infrastructure	Design	RANK	\$5,000,000	
137	Hallandale Beach	HALL-006	South Old Dixie Highway Conversion Project	Capacity Increase, Widening	HOLD	HOLD	\$5,000,000	
138	Miramar	MIRA-023	SW 68th Avenue Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,400,000	
139	Oakland Park	OAKL-008	PowerLine Road Complete Streets	Bicycle Pedestrian Infrastructure	Construction	HOLD	\$1,220,174	
140	Fort Lauderdale	FORT-155	Safety Improvements: I95	Bicycle Pedestrian Infrastructure	Planning	RANK	\$25,000,000	
141	Fort Lauderdale	FORT-149	Safety Improvements: US 1 Tunnel Top Plaza	Traffic Circle, Speed Tables, Intersection Improvement	Construction	RANK	\$2,500,000	
142	Fort Lauderdale	FORT-134	Safety Improvements: SE/SW 17th St	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,500,000	
143	Fort Lauderdale	FORT-112	Safety Improvements: Andrews Ave	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	\$799,000	
144	Miramar	MIRA-024	Douglas Road Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	\$2,400,000	
145	Hollywood	HOLL-153	Environmental Resiliency - Dist. 2	Resiliency Improvements	Construction	SWAP	\$1,666,667	
146	Fort Lauderdale	FORT-160	Street Lighting : Sistrunk Boulevard	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,500,000	
147	Oakland Park	OAKL-010	Oakland Park Blvd Corridor Improvement	Signal Enhancement	Planning	RANK	\$9,112,500	
148	Fort Lauderdale	FORT-190	Roadway Improvements: A1A	Bicycle Pedestrian Infrastructure	Planning	RANK	\$12,000,000	

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Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
149	Fort Lauderdale	FORT-120	Safety Improvements: NW 9th Avenue Mobility Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,500,000	
150	Miramar	MIRA-037	Miramar Boulevard Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,000,000	
151	Fort Lauderdale	FORT-171	Street Lighting: SE 17th Street	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$2,000,000	
152	Sunrise	SUNR-057	Nob Hill Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,650,000	
153	Sunrise	SUNR-074	Nob Hill Road Multi-Use Path	Bicycle Pedestrian Infrastructure	NA	SWAP	\$2,500,000	
154	Fort Lauderdale	FORT-191	Roadway Improvements: I95	Capacity Increase, Widening	Planning	RANK	\$50,000,000	
155	Fort Lauderdale	FORT-115	Safety Improvements: SE 2Nd St Traffic Calm/Pedestrian Safety	Bicycle Pedestrian Infrastructure	Design	RANK	\$270,000	
156	Fort Lauderdale	FORT-123	Safety Improvements: Las Olas Blvd	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,500,000	
157	Sunrise	SUNR-079	NW 136 Avenue Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,550,000	
158	Sunrise	SUNR-066	NW 136 Avenue Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,750,000	
159	Oakland Park	OAKL-020	Dixie Highway Complete Streets	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,687,500	
160	Miramar	MIRA-022	SW 64 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	\$1,800,000	
161	Fort Lauderdale	FORT-147	Safety Improvements: NW 62Nd St	Bicycle Pedestrian Infrastructure	Construction	RANK	\$4,500,000	
162	Oakland Park	OAKL-026	Floranada Sidewalk Network	Bicycle Pedestrian Infrastructure	Design	RANK	\$368,365	
163	Fort Lauderdale	FORT-154	Safety Improvements: Broward Blvd	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
164	Fort Lauderdale	FORT-097	Sidewalks: NW 62nd St	Bicycle Pedestrian Infrastructure	NA	HOLD	\$194,000	
165	Coconut Creek	COCO-022	Hillsboro Boulevard Bike Lane and Transit Improvements	Bicycle Pedestrian Infrastructure	NA	SWAP	\$4,034,384	
166	Coconut Creek	COCO-004	Pedestrian Lights On Lyons Rd	Landscaping, Hardscape, Signage, Lighting	Construction	RANK	\$1,000,000	
167	Sunrise	SUNR-062	University Drive Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,000,000	
168	Fort Lauderdale	FORT-159	Street Lighting: Sunrise Boulevard	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,500,000	
169	Fort Lauderdale	FORT-192	Roadway Improvements: Las Olas Boulevard	Bicycle Pedestrian Infrastructure	Design	RANK	\$37,000,000	
170	Oakland Park	OAKL-005	Oakland Park Elementary School Sidewalk Network	Bicycle Pedestrian Infrastructure	Construction	HOLD	\$2,036,000	
171	Hallandale Beach	HALL-027	NE 1st Ave Lane Elimination And Complete Street	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,700,000	
172	Davie	DAVI-004	Davie Rd Improvements Phase 4	Capacity Increase, Widening	Design	RANK	\$4,000,000	
173	Hallandale Beach	HALL-016	SE/SW 3rd Street	Bicycle Pedestrian Infrastructure	Design	RANK	\$405,000	
174	Fort Lauderdale	FORT-106	Sidewalks: Andrews Ave North	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,100,000	
175	Fort Lauderdale	FORT-117	Safety Improvements: NE 15th Ave	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,500,000	
176	Sunrise	SUNR-077	Flamingo Road Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,000,000	
177	Sunrise	SUNR-067	Flamingo Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,750,000	
178	Fort Lauderdale	FORT-057	Safe Routes To School: Stranahan High	Bicycle Pedestrian Infrastructure	Design	RANK	\$300,000	

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179	Davie	DAVI-020	SW 39 Street Improvements	Capacity Increase, Widening	Design	RANK	\$2,000,000	
180	Miramar	MIRA-006	SW 148th Avenue Expansion From Bass Creek Road To Miramar Parkway	Capacity Increase, Widening	Design	RANK	\$27,300,000	
181	Fort Lauderdale	FORT-165	Street Lighting : Himmarshee Street	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,000,000	
182	Sunrise	SUNR-024	Sunrise Blvd/136 Ave-Improvements	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$3,000,000	
183	Fort Lauderdale	FORT-150	Safety Improvements: Sunrise Blvd	Capacity Increase, Widening	NA	SWAP	\$12,000,000	
184	Hallandale Beach	HALL-021	Diplomat Parkway	Bicycle Pedestrian Infrastructure	Design	RANK	\$395,000	
185	Oakland Park	OAKL-015	Lloyd Estates Elementary School Safe Routes	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,485,217	
186	Fort Lauderdale	FORT-079	Bike Lanes: NE 13 St	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,500,000	
187	Fort Lauderdale	FORT-186	Roadway Improvements: I95 Interchange	Capacity Increase, Widening	Planning	RANK	\$50,000,000	
188	Miramar	MIRA-029	SW 148 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	\$1,800,000	
189	Sunrise	SUNR-076	Sunrise Blvd Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,500,000	
190	Sunrise	SUNR-065	Sunrise Blvd Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,000,000	
191	Fort Lauderdale	FORT-078	Bike Lanes: NE 13 St	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,000,000	
192	Sunrise	SUNR-056	Hiatus Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,800,000	
193	Fort Lauderdale	FORT-170	Street Lighting : NW 19th Street	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$2,000,000	
194	Fort Lauderdale	FORT-076	Bike Lanes: A1A Parallel Bike Facility	Bicycle Pedestrian Infrastructure	Planning	RANK	\$2,500,000	
195	Oakland Park	OAKL-011	Micro-Transit Circulator	Transit	Design	RANK	\$2,500,000	
196	Sunrise	SUNR-070	SW 14th Street Bicycle Lanes	Bicycle Pedestrian Infrastructure	Planning	RANK	\$1,500,000	
197	North Lauderdale	NLAU-010	Sound Walls Rock Island rd	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	\$3,000,000	
198	West Park	WPRK-001	County Line Road Extension	Capacity Increase, Widening	NA	SWAP	\$20,000,000	
199	Fort Lauderdale	FORT-114	Safety Improvements: NE 4th Street Improvements	Bicycle Pedestrian Infrastructure	Construction	RANK	\$219,300	
200	Oakland Park	OAKL-009	Dixie Highway Landscape Improvement	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$275,000	
201	Coconut Creek	COCO-019	Wiles Road Bike Lane And Transit Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,887,815	
202	Miramar	MIRA-030	SW 172 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,000,000	
203	Hallandale Beach	HALL-020	Three Islands Boulevard	Bicycle Pedestrian Infrastructure	NA	RANK	\$215,000	
204	Coconut Creek	COCO-015	Atlantic Boulevard Improvements	Bicycle Pedestrian Infrastructure	NA	SWAP	\$5,111,000	
205	Pompano Beach	POMP-007	NW 3rd Avenue Improvements Project	Capacity Increase, Widening	Design	RANK	\$8,722,110	
206	Fort Lauderdale	FORT-109	Safety Improvements: Andrews Ave	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$3,500,000	
207	Parkland	PARK-016	Street Lighting - Hillsboro Boulevard At Holmberg Road	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$1,500,000	
208	Davie	DAVI-019	SW 36 St Road Widening	Capacity Increase, Widening	Design	RANK	\$5,000,000	

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Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
209	Coconut Creek	COCO-018	Wiles Road Sidewalk Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	\$480,113	
210	Miramar	MIRA-014	Miramar Boulevard Expansion From Hiatus Road To Flamingo Road	Capacity Increase, Widening	Design	RANK	\$25,000,000	
211	Fort Lauderdale	FORT-173	Street Lighting: East Las Olas Street Lights	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$500,000	
212	Miramar	MIRA-036	SW 145 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,500,000	
213	Sunrise	SUNR-072	Commercial Blvd Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,500,000	
214	Sunrise	SUNR-052	Commercial Blvd Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,000,000	
215	Miramar	MIRA-033	Miramar Parkway Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,700,000	
216	Oakland Park	OAKL-021	NE 12 Ave Corridor Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,096,000	
217	Deerfield Beach	DEER-004	Martin Luther King Jr. Blvd. Complete Streets Lane Elimination	Bicycle Pedestrian Infrastructure	NA	RANK	\$1,500,000	
218	Fort Lauderdale	FORT-167	Street Lighting: NE 15th Avenue	Bicycle Pedestrian Infrastructure	Design	RANK	\$500,000	
219	Sunrise	SUNR-022	Oakland Park/Nob Hill Road-Intersection	Bicycle Pedestrian Infrastructure	Design	RANK	\$5,000,000	
220	Coral Springs	CORA-112	Downtown DRI Improvements	Bicycle Pedestrian Infrastructure	NA	RANK	\$4,000,000	
221	Sunrise	SUNR-064	Sunrise Lakes Blvd Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,300,000	
222	Sunrise	SUNR-020	Oakland Park/University-Intersection	Bicycle Pedestrian Infrastructure	Design	RANK	\$5,000,000	
223	Miramar	MIRA-009	Extension EB Right Turn lane on Miramar PKWY, Dykes Rd. to I-75 SB Ramp	Capacity Increase, Widening	Construction	RANK	\$600,000	
224	Miramar	MIRA-057	Additional North Bound Right Turn Lane-Dykes Road	Capacity Increase, Widening	Design	RANK	\$305,000	
225	Pompano Beach	POMP-001	A1A Undergrounding Overhead And Streetscape Project	Resiliency Improvements	NA	HOLD	\$16,940,366	
226	Miramar	MIRA-034	Pembroke Road Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,400,000	
227	Miramar	MIRA-026	Monarch Lakes Blvd. Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,900,000	
228	Davie	DAVI-002	College Ave Phase 3 Widening	Capacity Increase, Widening	Design	RANK	\$4,000,000	
229	Miramar	MIRA-011	Bass Creek Road Expansion From SW 148th Avenue To SW 172nd Avenue	Capacity Increase, Widening	Design	RANK	\$35,000,000	
230	Miramar	MIRA-005	Miramar Boulevard Expansion From Palm Avenue To Douglas Road	Capacity Increase, Widening	NA	SWAP	\$25,000,000	
231	Hallandale Beach	HALL-007	SE 1st Ave Lane Elimination And Complete Street	Bicycle Pedestrian Infrastructure	Design	RANK	\$395,000	
232	Fort Lauderdale	FORT-029	Intersection Improvements: Sunrise Blvd	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$1,400,000	
233	Sunrise	SUNR-078	NW 8th Street Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,500,000	
234	Hallandale Beach	HALL-018	SE 9th Street Fec Rail Crossing Realignment	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$1,700,000	
235	West Park	WPRK-010	Neighborhood Traffic Calming Improvement Area	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$2,500,000	
236	Fort Lauderdale	FORT-056	Safe Routes To School: Walker Elementary	Bicycle Pedestrian Infrastructure	Design	RANK	\$500,000	
237	Miramar	MIRA-028	Bass Creek Road Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	\$3,300,000	
238	Sunrise	SUNR-017	Panther Parkway Improvements	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$3,000,000	

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Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
239	Weston	WEST-304	Royal Palm Blvd RRR	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,730,000	
240	Sunrise	SUNR-033	Commercial Blvd Median Improvements	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$500,000	
241	Hallandale Beach	HALL-015	Old Federal Highway & SE 3rd Street Safety Project	Capacity Increase, Widening	Design	RANK	\$25,000	
242	Fort Lauderdale	FORT-059	Safe Routes To School: Fort Lauderdale High	Bicycle Pedestrian Infrastructure	Design	RANK	\$400,000	
243	Coconut Creek	COCO-014	Johnson Road Greenway	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,700,000	
244	Fort Lauderdale	FORT-137	Safety Improvements: NE 56th St	Bicycle Pedestrian Infrastructure	Planning	RANK	\$4,000,000	
245	Sunrise	SUNR-018	136 Ave/New River Greenway Intersection	Bicycle Pedestrian Infrastructure	Planning	RANK	\$5,000,000	
246	Hallandale Beach	HALL-023	County Line Road/ SW 11th St	Bicycle Pedestrian Infrastructure	Design	RANK	\$200,000	
247	Pompano Beach	POMP-009	Oceanside Garage Project	Capacity Increase, Widening	Design	RANK	\$28,845,068	
248	Fort Lauderdale	FORT-153	Safety Improvements: Oakland Park Blvd	Capacity Increase, Widening	Planning	RANK	\$1,000,000	
249	Weston	WEST-312	South Post Road - Bike Lane Buffer Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,200,000	
250	Coconut Creek	COCO-028	Fiber Optic On Wiles Road From Station 20 To Coral Springs Fire Station	Fiber	Design	RANK	\$210,000	
251	Pembroke Pines	PPIN-032	Widening Pines Blvd (184th Ave - US 27)	Capacity Increase, Widening	NA	SWAP	\$10,700,000	
252	Weston	WEST-187	Emerald Estates Dr. Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$249,700	
253	Weston	WEST-302	Indian Trace & 160th Ave Intersection Improvements	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$350,000	
254	West Park	WPRK-005	SW 36 Street Traffic Calming Improvements From SW 32 To SW 48 Avenue	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$1,500,000	
255	Hallandale Beach	HALL-017	SE 4th Street Facility Extension	Capacity Increase, Widening	Design	RANK	\$260,000	
256	Pompano Beach	POMP-008	NW Roadways Improvements Project	Capacity Increase, Widening	Design	RANK	\$1,822,842	
257	Sunrise	SUNR-014	Bus Stop & Bus Shelter Improvements	Transit	Design	RANK	\$2,500,000	
258	Fort Lauderdale	FORT-177	Street Lighting: N Andrews Ave	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$177,000	
259	Davie	DAVI-008	SW 130 Avenue Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$500,000	
260	Sunrise	SUNR-073	C13 Greenway From Hiatus To City Limits	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,150,000	
261	Fort Lauderdale	FORT-151	Safety Improvements: Sunrise Blvd	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,000,000	
262	Sunrise	SUNR-059	Springtree Drive Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,400,000	
263	Sunrise	SUNR-023	Oakland Park/Hiatus Road-Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$5,000,000	
264	Sunrise	SUNR-019	136 Ave/Sunrise Boulevard-Intersection	Bicycle Pedestrian Infrastructure	Planning	RANK	\$5,000,000	
265	Weston	WEST-184	Bonaventure Blvd Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,960,000	
266	Coconut Creek	COCO-021	NW 39th Avenue And Hillsboro Canal Greenway Trail	Bicycle Pedestrian Infrastructure	Design	RANK	\$538,543	
267	Lauderdale Lakes	LLAK-002	NW 31st Avenue Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	\$2,500,000	
268	Hallandale Beach	HALL-022	Parkview Drive	Bicycle Pedestrian Infrastructure	NA	RANK	\$75,000	

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Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
269	Weston	WEST-300	Weston Rd & Griffin Rd Intersection Improvements	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$400,000	
270	Fort Lauderdale	FORT-030	Intersection Improvements: Andrew Avenue	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$700,000	
271	Fort Lauderdale	FORT-127	Safety Improvements: Bayview Drive Traffic Circle At Yacht Club Blvd	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$775,000	
272	Oakland Park	OAKL-012	NE 11th Avenue Corridor Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,366,789	
273	Sunrise	SUNR-063	Sunset Strip/Greenway Connector	Bicycle Pedestrian Infrastructure	Design	RANK	\$5,000,000	
274	Fort Lauderdale	FORT-028	Intersection Improvements: Bayview Drive	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$700,000	
275	Davie	DAVI-011	SW 136 Ave Widening	Capacity Increase, Widening	Design	RANK	\$2,000,000	
276	Miramar	MIRA-012	SW 184th Avenue Expansion From Miramar Parkway To Bass Creek Road	Capacity Increase, Widening	Design	RANK	\$6,000,000	
277	Miramar	MIRA-017	Bass Creek Road Expansion From SW 148th Avenue To FL Turnpike	Capacity Increase, Widening	Design	RANK	\$8,500,000	
278	Miramar	MIRA-013	SW 184th Avenue Expansion From Miramar Parkway To Pembroke Road	Capacity Increase, Widening	Design	RANK	\$20,000,000	
279	Sunrise	SUNR-060	Josh Lee Blvd Complete Street Project	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,250,000	
280	Fort Lauderdale	FORT-066	Bike Lanes: Bonnet House Trail	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,500,000	
281	Hallandale Beach	HALL-014	NW 3rd Street Expansion Complete Street Project	Capacity Increase, Widening	Design	RANK	\$1,450,000	
282	Davie	DAVI-015	Oakes Rd Realignment	Capacity Increase, Widening	Design	RANK	\$2,000,000	
283	Weston	WEST-190	Indian Trace Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$110,000	
284	Weston	WEST-191	Indian Trace Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,100,000	
285	Weston	WEST-306	Bonaventure Blvd Bike Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,194,000	
286	Miramar	MIRA-032	SW 184th Avenue Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	\$800,000	
287	Deerfield Beach	DEER-008	Crystal Lake Dr. Complete Streets Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$850,000	
288	Sunrise	SUNR-068	Weston Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	NA	HOLD	\$2,000,000	
289	Fort Lauderdale	FORT-027	Intersection Improvements: SE 30 Street	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$700,000	
290	Miramar	MIRA-027	SW 136 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,500,000	
291	Sunrise	SUNR-054	Springtree Lakes Drive Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,000,000	
292	Oakland Park	OAKL-016	NE 13th Avenue Sidewalk Network Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,590,000	
293	Sunrise	SUNR-021	Oakland Park/Pine Island-Intersection	Bicycle Pedestrian Infrastructure	Design	RANK	\$5,000,000	
294	Miramar	MIRA-007	County Line Road Expansion From Flamingo Road To Red Road	Capacity Increase, Widening	Design	RANK	\$15,000,000	
295	Pembroke Park	PPRK-011	Mast Arm HB Blvd/S.W. 48th Avenue	Resiliency Improvements	Design	RANK	\$300,000	
296	Lauderhill	LHIL-013	Speed Humps	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$1,000,000	
297	Tamarac	TAMA-006	Public Transportation Hub (2)	Transit	Planning	HOLD	\$6,000,000	
298	Weston	WEST-305	Saddle Club Road Bike Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,700,000	

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Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
299	Fort Lauderdale	FORT-135	Safety Improvements: SW 9th Ave	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	\$2,500,000	
300	Fort Lauderdale	FORT-136	Safety Improvements: SW 15th Ave	Bicycle Pedestrian Infrastructure	Planning	RANK	\$2,500,000	
301	Parkland	PARK-010	Construction Of Bike Lanes On Holmberg Road	Bicycle Pedestrian Infrastructure	NA	SWAP	\$600,000	
302	Wilton Manors	WILT-008	Transit Connectivity	Bicycle Pedestrian Infrastructure	Planning	RANK	\$8,000,000	
303	Lauderdale Lakes	LLAK-007	The C13 Bridge Connecting The Northgate Community	Capacity Increase, Widening	Design	RANK	\$1,000,000	
304	Miramar	MIRA-016	Bass Creek Road Expansion From SW 172nd Avenue To SW 184th Avenue	Capacity Increase, Widening	Design	RANK	\$20,000,000	
305	Fort Lauderdale	FORT-132	Safety Improvements: Breakers Avenue Pedestrian Priority Street Phase II	Bicycle Pedestrian Infrastructure	Construction	RANK	\$3,000,000	
306	Fort Lauderdale	FORT-133	Safety Improvements: Breakers Avenue Pedestrian Priority Street Phase III	Bicycle Pedestrian Infrastructure	Construction	RANK	\$3,000,000	
307	Fort Lauderdale	FORT-131	Safety Improvements: Breakers Avenue Pedestrian Priority Street Phase I	Bicycle Pedestrian Infrastructure	Construction	RANK	\$3,000,000	
308	Coconut Creek	COCO-025	Traffic Calming Devices	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	\$1,500,000	
309	Lauderdale-by-the-Sea	LSEA-009	Drainage Projects	Resiliency Improvements	NA	HOLD	\$1,000,000	
310	Pembroke Park	PPRK-009	Dale Village Storm Water Connection	Resiliency Improvements	Design	RANK	\$275,000	
311	Pembroke Park	PPRK-003	Park Road Paving Drainage Improvements	Resiliency Improvements	Design	RANK	\$1,875,000	
312	Davie	DAVI-006	Oakes Rd Expansion	Capacity Increase, Widening	NA	SWAP	\$1,000,000	
313	Weston	WEST-188	Glades Parkway Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$180,000	
314	Davie	DAVI-009	SW 136 Ave / SW 14 Street Intersection	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$350,000	
315	Miramar	MIRA-031	Bass Creek Road Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	\$800,000	
316	Fort Lauderdale	FORT-058	Safe Routes To School: Our Lady Queen Of Martyrs	Bicycle Pedestrian Infrastructure	Design	RANK	\$200,000	
317	Sunrise	SUNR-053	NE 50th Street Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,000,000	
318	Sunrise	SUNR-058	NW 94th Avenue Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,550,000	
319	Deerfield Beach	DEER-009	A1A Complete Streets Improvements	Bicycle Pedestrian Infrastructure	NA	RANK	\$400,000	
320	Oakland Park	OAKL-024	NW 10 Ave Corridor Improvements	Bicycle Pedestrian Infrastructure	NA	SWAP	\$1,650,000	
321	Hallandale Beach	HALL-010	Church Drive Complete Street Project	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,100,000	
322	Fort Lauderdale	FORT-121	Safety Improvements: Birch Rd Mobility Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,200,000	
323	Oakland Park	OAKL-003	NE 34 Ct Complete Streets	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,605,200	
324	Sunrise	SUNR-016	Sunset Strip Entrance Improvements	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$3,000,000	
325	Sunrise	SUNR-071	Sawgrass Expressway Greenway	Bicycle Pedestrian Infrastructure	Planning	RANK	\$5,000,000	
326	Hallandale Beach	HALL-009	Diana Drive Extension Project	Bicycle Pedestrian Infrastructure	Design	RANK	\$900,000	
327	Hallandale Beach	HALL-008	Diana Drive Complete Street Project	Bicycle Pedestrian Infrastructure	NA	RANK	\$2,500,000	
328	Coconut Creek	COCO-010	Pedestrian Lighting Throughout City Including Residential Areas	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$600,000	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
329	Coconut Creek	COCO-009	Pedestrian Sidewalk Lighting For Trails And Greenways Throughout The City	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$2,000,000	
330	Pompano Beach	POMP-012	Riverside Dr And NE 14th Street Causeway Stormwater Improvements	Resiliency Improvements	Design	RANK	\$2,347,387	
331	Oakland Park	OAKL-019	Central Parking Structure For Downtown Coastal Link Station	Capacity Increase, Widening	Design	RANK	\$6,500,000	
332	Pembroke Pines	PPIN-037	Construction Of 208th Ave Road	Capacity Increase, Widening	Planning	RANK	\$2,100,000	
333	Lauderhill	LHIL-017	Gateway Improvements	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	\$500,000	
334	Margate	MARG-021	Traffic Calming Circle	Traffic Circle, Speed Tables, Intersection Improvement	Design	SWAP	\$500,000	
335	Weston	WEST-311	Vista Park Blvd. RRR	Bicycle Pedestrian Infrastructure	Design	RANK	\$800,000	
336	Weston	WEST-195	Saddle Club Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$990,000	
337	Weston	WEST-196	Saddle Club Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,210,000	
338	Coconut Creek	COCO-012	Cullum Road Expansion	Capacity Increase, Widening	Design	RANK	\$2,399,000	
339	Coconut Creek	COCO-011	Banks Road Construction	Capacity Increase, Widening	Design	RANK	\$3,400,000	
340	Sunrise	SUNR-031	East Sunrise Master Plan Improvements	Landscaping, Hardscape, Signage, Lighting	NA	RANK	\$10,000,000	
341	Pembroke Pines	PPIN-033	Widening Sheridan (196th To Us 27)	Capacity Increase, Widening	Design	RANK	\$6,900,000	
342	Weston	WEST-222	Intersection Improvements Manatee	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$440,000	
343	Davie	DAVI-005	Hiatus Rd Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$500,000	
344	Miramar	MIRA-035	Pembroke Road Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	\$1,500,000	
345	Sunrise	SUNR-069	New River Circle Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,000,000	
346	Pembroke Park	PPRK-007	John P. Lyons Ln Stormwater Improvements	Resiliency Improvements	Design	RANK	\$700,000	
347	Pembroke Pines	PPIN-034	Widening Stirling rd. (196th to US 27)	Capacity Increase, Widening	Design	RANK	\$6,900,000	
348	Pembroke Pines	PPIN-031	Pembroke Road Extension To US 27	Capacity Increase, Widening	Design	RANK	\$12,500,000	
349	Margate	MARG-022	Traffic Calming Circle	Traffic Circle, Speed Tables, Intersection Improvement	Design	SWAP	\$500,000	
350	Sunrise	SUNR-013	NW 29th Manor Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$500,000	
351	Cooper City	COOP-031	Traffic Calming And Streetscape	Bicycle Pedestrian Infrastructure	Design	RANK	\$800,000	
352	Sunrise	SUNR-030	Pump Station No. 8 Improvements	Resiliency Improvements	Design	RANK	\$10,000,000	
353	Weston	WEST-290	Bonaventure Stormwater Improvement	Resiliency Improvements	Design	RANK	\$440,000	
354	Pompano Beach	POMP-015	US 1 And NE 14th Street Causeway Stormwater Improvements Project	Resiliency Improvements	Construction	RANK	\$2,344,555	
355	Oakland Park	OAKL-018	Mainstreet Drainage	Resiliency Improvements	Design	RANK	\$300,000	
356	Weston	WEST-194	Manatee Isles Drive (36 St) Cul-De-Sac	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$275,000	
357	Coconut Creek	COCO-013	Cullum Road Signal	Signal Enhancement	Design	RANK	\$600,000	
358	Davie	DAVI-007	Orange Dr Corridor Enhancements	Capacity Increase, Widening	Design	RANK	\$1,000,000	

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Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
359	Parkland	PARK-006	Traffic Light - Parkside Drive And Lox Road	Signal Enhancement	NA	SWAP	\$500,000	
360	Parkland	PARK-004	Street Lighting - Pine Island Road	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$500,000	
361	Parkland	PARK-003	Street Lighting - Hillsboro Boulevard	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$1,500,000	
362	Weston	WEST-289	Bonaventure Stormwater Improvement	Resiliency Improvements	Design	RANK	\$440,000	
363	Davie	DAVI-013	Flamingo Rd / SW 26 St Intersection	Signal Enhancement	Design	RANK	\$750,000	
364	Weston	WEST-301	Racquet Club Rd & Blatt Blvd Roundabout	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$400,000	
365	Davie	DAVI-010	SW 136 Ave / SW 26 Street Intersection	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$500,000	
366	Southwest Ranches	SWRA-024	Drainage Project: SW 62nd Street	Resiliency Improvements	Design	RANK	\$70,000	
367	Southwest Ranches	SWRA-025	Drainage Project: SW 59th Court	Resiliency Improvements	Design	RANK	\$70,000	
368	Parkland	PARK-005	Traffic Light - Hillsboro Boulevard And Nob Hill Road	Signal Enhancement	NA	SWAP	\$600,000	
369	Southwest Ranches	SWRA-031	Drainage Project: SW 54th Street Interconnect	Resiliency Improvements	Design	RANK	\$138,000	
370	Southwest Ranches	SWRA-036	Drainage Project: Frontier Trails	Resiliency Improvements	Design	RANK	\$1,000,000	
371	Southwest Ranches	SWRA-033	Drainage Project: SW 49Th Court and 202 Avenue	Resiliency Improvements	Planning	RANK	\$135,000	
372	Pompano Beach	POMP-010	Palm Aire Lakes Access Roadway Project	Capacity Increase, Widening	Planning	RANK	\$485,244	
373	Wilton Manors	WILT-016	Parking Structure	Capacity Increase, Widening	NA	SWAP	\$0	
374	Pompano Beach	POMP-005	Innovation District Infrastructure Improvements Project	Capacity Increase, Widening	NA	RANK	\$76,272,192	
375	Hallandale Beach	HALL-004	Replacing Existing Damaged Sidewalk	Bicycle Pedestrian Infrastructure	Design	RANK	\$400,000	
376	Wilton Manors	WILT-001	Sidewalk Connectivity	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,200,000	
377	Fort Lauderdale	FORT-118	Safety Improvements: Sailboat Bend Traffic Mitigation	Bicycle Pedestrian Infrastructure	Planning	RANK	\$271,925	
378	Fort Lauderdale	FORT-144	Safety Project: Coral Ridge C.C. Estates Mobility Master Plan Implementation	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
379	Fort Lauderdale	FORT-146	Safety Project: Palm Aire Village West Mobility Master Plan Implementation	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
380	Fort Lauderdale	FORT-143	Safety Improvements: Shady Banks Mobility Master Plan Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
381	Fort Lauderdale	FORT-145	Safety Improvements: Twin Lakes North Mobility Master Plan Implementation	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
382	Fort Lauderdale	FORT-140	Safety Improvements: Lake Ridge Mobility Master Plan Implementation	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
383	Fort Lauderdale	FORT-141	Safety Improvements: Tarpon River Mobility Master Plan Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
384	Oakland Park	OAKL-006	Multi-Modal Mobility Plan	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
385	Hollywood	HOLL-055	Transportation/Traffic Calming - Dist. 4	Bicycle Pedestrian Infrastructure	Planning	RANK	\$833,333	
386	Hollywood	HOLL-057	Transportation/Traffic Calming - Dist. 6	Bicycle Pedestrian Infrastructure	Planning	RANK	\$833,333	
387	Hollywood	HOLL-052	Transportation/Traffic Calming - Dist. 1	Bicycle Pedestrian Infrastructure	Planning	RANK	\$833,333	
388	Hollywood	HOLL-053	Transportation/Traffic Calming - Dist. 2	Bicycle Pedestrian Infrastructure	Planning	RANK	\$833,333	

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Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
389	Hollywood	HOLL-054	Transportation/Traffic Calming - Dist. 3	Bicycle Pedestrian Infrastructure	Planning	RANK	\$833,333	
390	Lauderdale Lakes	LLAK-019	Citywide Bike Lanes & Pedestrian Safety Improvements Project	Bicycle Pedestrian Infrastructure	Planning	RANK	\$1,500,000	
391	Fort Lauderdale	FORT-126	Safety Improvements: Beach Traffic Management Plan Execution	Bicycle Pedestrian Infrastructure	Planning	RANK	\$2,300,000	
392	Fort Lauderdale	FORT-125	Safety Improvements: SE 17th Street Mobility plan Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	\$2,691,000	
393	Tamarac	TAMA-004	Sidewalk Program	Bicycle Pedestrian Infrastructure	Planning	RANK	\$3,750,000	
394	Fort Lauderdale	FORT-103	Sidewalks: Ada Sidewalk Installation & Replacement	Bicycle Pedestrian Infrastructure	Planning	RANK	\$5,000,000	
395	Fort Lauderdale	FORT-102	Sidewalks: American Disability Act (ADA) Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	\$5,000,000	
396	Oakland Park	OAKL-022	North Andrews Gardens Corridor Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	\$7,604,532	
397	Lauderdale-by-the-Sea	LSEA-019	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	\$50,000	
398	Lauderdale-by-the-Sea	LSEA-020	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	\$50,000	
399	Lauderdale-by-the-Sea	LSEA-021	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	\$50,000	
400	Lauderdale-by-the-Sea	LSEA-022	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	\$50,000	
401	Lauderdale-by-the-Sea	LSEA-023	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	\$50,000	
402	Lauderdale-by-the-Sea	LSEA-024	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	\$50,000	
403	Lauderdale-by-the-Sea	LSEA-033	A1A Crosswalk	Bicycle Pedestrian Infrastructure	NA	HOLD	\$400,000	
404	Margate	MARG-020	Sidewalk Additions (Various)	Bicycle Pedestrian Infrastructure	NA	SWAP	\$500,000	
405	Miramar	MIRA-059	Miramar Parkway Streetscape (SW 64 To SW 68)	Bicycle Pedestrian Infrastructure	NA	SWAP	\$1,526,870	
406	Tamarac	TAMA-020	School Zones	Bicycle Pedestrian Infrastructure	NA	HOLD	\$4,000,000	
407	Hallandale Beach	HALL-025	Community Bus Fleet Trolley Modernization	Transit	Design	RANK	\$600,000	
408	Miramar	MIRA-082	Bus Stop Improvements	Transit	Design	RANK	\$1,150,400	
409	Wilton Manors	WILT-011	Community Bus	Transit	NA	HOLD	\$0	
410	Lauderdale-by-the-Sea	LSEA-031	Transportation Service	Transit	NA	HOLD	\$200,000	
411	Cooper City	COOP-048	Bus Shelters	Transit	NA	SWAP	\$400,000	
412	Weston	WEST-186	Bus Stop Improvements	Transit	NA	SWAP	\$700,000	
413	Hallandale Beach	HALL-024	Community Bus Service	Transit	NA	SWAP	\$2,200,000	
414	Sunrise	SUNR-015	Transit And Shuttle Bus Infrastructure	Transit	NA	RANK	\$3,000,000	
415	Tamarac	TAMA-007	Bus Shelters/Crosswalks/Traffic Lights	Transit	NA	HOLD	\$5,000,000	
416	Tamarac	TAMA-022	Rapid Bus System On Sawgrass	Transit	NA	HOLD	\$15,000,000	
417	Fort Lauderdale	FORT-142	Safety Improvements: Victoria Park Master Plan Improvements	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$500,000	
418	Weston	WEST-189	Glades Parkway Roadway Improvements	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$1,800,000	

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Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
419	West Park	WPRK-011	Neighborhood Traffic Calming Improvement Area	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$2,500,000	
420	West Park	WPRK-012	Neighborhood Traffic Calming Improvement Area	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$2,500,000	
421	Weston	WEST-183	Bonaventure Local Roadways	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$2,857,600	
422	Fort Lauderdale	FORT-116	Safety Improvements: Neighborhood Traffic Calming - Qalert Requests	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	\$3,000,000	
423	Margate	MARG-001	Colonial Drive Improvements	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$40,000	
424	Fort Lauderdale	FORT-111	Safety Improvements: Andrews Ave	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$525,000	
425	Lauderhill	LHIL-012	Roundabout Construction Program	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$1,500,000	
426	Tamarac	TAMA-005	Corridor Improvements	Landscaping, Hardscape, Signage, Lighting	Construction	RANK	\$15,000,000	
427	Fort Lauderdale	FORT-105	Sidewalks: Shade Trees	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$500,000	
428	Hollywood	HOLL-039	Neighborhood Improvements - Dist. 1	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$2,500,000	
429	Hollywood	HOLL-040	Neighborhood Improvements - Dist. 2	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$2,500,000	
430	Hollywood	HOLL-043	Neighborhood Improvements - Dist. 5	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$2,500,000	
431	Hollywood	HOLL-044	Neighborhood Improvements - Dist. 6	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$2,500,000	
432	Hollywood	HOLL-041	Neighborhood Improvements - Dist. 3	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$2,500,000	
433	Hollywood	HOLL-042	Neighborhood Improvements - Dist. 4	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$2,500,000	
434	Fort Lauderdale	FORT-156	Safety Improvements: Annual NCIP/BCIP	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$5,000,000	
435	Lauderdale Lakes	LLAK-014	Citywide Infrastructure Improvements	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$3,000,000	
436	Pembroke Pines	PPIN-022	City Wide Streetscape	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	\$4,720,000	
437	Sunrise	SUNR-034	Median Improvements (Citywide)	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$5,000,000	
438	Miramar	MIRA-041	Historic Miramar Drainage Improvements - Phase IV	Resiliency Improvements	Construction	RANK	\$7,500,000	
439	Hollywood	HOLL-065	Industrial Park And Corridor Improvements	Capacity Increase, Widening	Design	RANK	\$5,000,000	
440	Miramar	MIRA-042	Historic Miramar Drainage Improvements - Phase V	Resiliency Improvements	Design	RANK	\$5,000,000	
441	Miramar	MIRA-043	Historic Miramar Drainage Improvements - Phase VI	Resiliency Improvements	Design	RANK	\$28,500,000	
442	Fort Lauderdale	FORT-193	Roadway Improvements: US 1	Capacity Increase, Widening	NA	SWAP	\$4,000,000	
443	Fort Lauderdale	FORT-054	School Zone Safety Improvements: Pine Crest Private School	Bicycle Pedestrian Infrastructure	NA	SWAP	\$150,000	
444	Coconut Creek	COCO-023	Complete Streets Crosswalks on Lyons Rd	Bicycle Pedestrian Infrastructure	NA	SWAP	\$433,000	
445	Miramar	MIRA-056	Historic Downtown Revitalization	Bicycle Pedestrian Infrastructure	NA	SWAP	\$500,000	
446	West Park	WPRK-013	Purchase of a Trolley For Community Bus Services	Transit	NA	MOVED	\$100,000	
447	Coconut Creek	COCO-005	Mainstreet Circulator	Transit	NA	HOLD	\$200,000	
448	Lauderhill	LHIL-003	Bus Transportation Vehicle Replacements	Transit	NA	SWAP	\$330,000	

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Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
449	Hollywood	HOLL-062	Community Shuttle Buses	Transit	NA	MOVED	\$5,000,000	
450	Coral Springs	CORA-116	Expand Community Bus Service	Transit	NA	MOVED	\$9,000,000	
451	Sunrise	SUNR-027	Various Traffic Calming - Zone B	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$500,000	
452	Sunrise	SUNR-026	Various Traffic Calming - Zone A	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	\$500,000	
453	Sunrise	SUNR-028	Various Traffic Calming - Zone C	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	\$500,000	
454	Sunrise	SUNR-029	Various Traffic Calming - Zone D	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	\$500,000	
455	Fort Lauderdale	FORT-119	Safety Improvements: Neighborhood Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	\$3,000,000	
456	Fort Lauderdale	FORT-157	Safety Improvements: SW 31 Ave	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$45,000	
457	Lauderdale-by-the-Sea	LSEA-030	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$125,000	
458	Lauderdale-by-the-Sea	LSEA-029	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$125,000	
459	Lauderdale-by-the-Sea	LSEA-025	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$125,000	
460	Lauderdale-by-the-Sea	LSEA-026	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$125,000	
461	Lauderdale-by-the-Sea	LSEA-027	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$125,000	
462	Lauderdale-by-the-Sea	LSEA-028	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$125,000	
463	Lauderdale-by-the-Sea	LSEA-034	Traffic Safety Devices	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$700,000	
464	Lauderdale-by-the-Sea	LSEA-037	A1A Median Safety	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$1,000,000	
465	Fort Lauderdale	FORT-129	Safety Project: SE 17th St - US 1 To SW 4th Ave Mobility Improvements	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$2,500,000	
466	Plantation	PLAN-005	Adaptive Signal Coordination with Broward County	Signal Enhancement	NA	SWAP	\$0	
467	Hallandale Beach	HALL-013	Hallandale Beach Blvd, US 1, Pembroke Rd & A1A Adaptive Signalization	Signal Enhancement	NA	SWAP	\$780,000	
468	Plantation	PLAN-003	Adaptive Signal Coordination With Broward County	Signal Enhancement	NA	SWAP	\$1,112,750	
469	Tamarac	TAMA-016	Adaptive Traffic Control Devices And Traffic Signalization	Signal Enhancement	NA	RANK	\$15,000,000	
470	Fort Lauderdale	FORT-130	Safety Improvements: Downtown Wayfinding & Info Signage	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$280,411	
471	Fort Lauderdale	FORT-176	Street Lighting : Annual New Lighting Infrastructure	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$10,000,000	
472	Fort Lauderdale	FORT-195	Roadway Improvements: Median Beautification - Entryway Signs	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$145,349	
473	Sunrise	SUNR-007	Street & Pedestrian Lighting - Zone C	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$500,000	
474	Sunrise	SUNR-008	Street & Pedestrian Lighting - Zone D	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$500,000	
475	Sunrise	SUNR-005	Street & Pedestrian Lighting - Zone A	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$500,000	
476	Sunrise	SUNR-006	Street & Pedestrian Lighting - Zone B	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$500,000	
477	Hollywood	HOLL-063	Industrial Park And Corridor Improvements	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$5,000,000	
478	Tamarac	TAMA-011	Median And Street Landscaping	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$12,000,000	

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Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
479	Fort Lauderdale	FORT-175	Street Lighting : Annual Lighting Retrofit Program	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$15,000,000	
480	Tamarac	TAMA-023	Corridor Improvements	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$15,000,000	
481	Weston	WEST-310	Indian Trace Street Lighting Improvements	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$15,000,000	
482	Lauderdale-by-the-Sea	LSEA-014	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$60,000	
483	Lauderdale-by-the-Sea	LSEA-013	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$60,000	
484	Lauderdale-by-the-Sea	LSEA-015	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$60,000	
485	Lauderdale-by-the-Sea	LSEA-016	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$60,000	
486	Lauderdale-by-the-Sea	LSEA-017	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$60,000	
487	Lauderdale-by-the-Sea	LSEA-018	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$60,000	
488	Lauderdale-by-the-Sea	LSEA-036	Parking Guidance	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$1,000,000	
489	Weston	WEST-309	Indian Trace Street Lighting Improvements	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	\$1,500,000	
490	Lauderhill	LHIL-006	Privacy Walls	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	\$1,600,000	
491	Pembroke Pines	PPIN-023	City Wide Landscaping - Medians & Swales	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	\$8,000,000	
492	Weston	WEST-260	Culvert Improvements	Resiliency Improvements	Design	RANK	\$2,000,000	
493	Weston	WEST-261	Culvert Improvements	Resiliency Improvements	Design	RANK	\$2,000,000	
494	Wilton Manors	WILT-010	Storm Sewer Line Infrastructure	Resiliency Improvements	Design	RANK	\$4,300,000	
495	Hollywood	HOLL-152	Environmental Resiliency - Dist. 1	Resiliency Improvements	Planning	RANK	\$1,666,667	
496	Hollywood	HOLL-154	Environmental Resiliency - Dist. 3	Resiliency Improvements	Planning	RANK	\$1,666,667	
497	Hollywood	HOLL-155	Environmental Resiliency - Dist. 4	Resiliency Improvements	Planning	RANK	\$1,666,667	
498	Hollywood	HOLL-156	Environmental Resiliency - Dist. 5	Resiliency Improvements	Planning	RANK	\$1,666,667	
499	Hollywood	HOLL-157	Environmental Resiliency - Dist. 6	Resiliency Improvements	Planning	RANK	\$1,666,667	
500	Fort Lauderdale	FORT-174	Street Lighting: High Mast Lighting System	Resiliency Improvements	NA	RANK	\$150,000	
501	Lauderdale-by-the-Sea	LSEA-008	Drainage Projects	Resiliency Improvements	NA	HOLD	\$1,000,000	
502	Lauderdale-by-the-Sea	LSEA-010	Drainage Projects	Resiliency Improvements	NA	HOLD	\$1,000,000	
503	Lauderdale-by-the-Sea	LSEA-011	Drainage Projects	Resiliency Improvements	NA	HOLD	\$1,000,000	
504	Lauderdale-by-the-Sea	LSEA-012	Drainage Projects	Resiliency Improvements	NA	HOLD	\$1,000,000	
505	Lauderdale-by-the-Sea	LSEA-007	Drainage Projects	Resiliency Improvements	NA	HOLD	\$1,900,000	
506	Pembroke Pines	PPIN-036	City Wide Signal Conversion To Mast Arms	Resiliency Improvements	NA	SWAP	\$18,450,000	
507	Fort Lauderdale	FORT-062	Fiber Optic Cables: North Shoppes District	Fiber	NA	SWAP	\$350,000	
508	Tamarac	TAMA-013	Fiber Optics	Fiber	NA	RANK	\$3,000,000	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
509	Tamarac	TAMA-017	Fiber Optics	Fiber	NA	HOLD	\$12,000,000	
510	Wilton Manors	WILT-004	Fiber Optic Installation	Fiber	NA	RANK	\$18,000,000	



RANK Projects requested by municipalities to be ranked for funding.
HOLD Projects requested by municipalities to be put on hold from funding for various reasons.
SWAP Projects requested by municipalities to be swapped out in February 2021.
YEAR 1 Projects that are recommended for funding in Fiscal Year 2020.

Notes:
(1) The Municipal Surtax Capital Projects Priorities (Fiscal Year 2020) was developed by the Broward MPO Surtax Services in partnership with the municipalities in Broward County. All project information was provided by the municipalities.
(2) All projects were provided by Broward County and were contained in the Surtax Plan approved by the voters in November 2018.
(3) The Municipal Surtax Capital Projects Priorities (Fiscal Year 2020), consistent with the Surtax Ordinance, the Tri-Party Interlocal Agreement, and Bi-Party Interlocal Agreement, is the output of the data-driven ranking tool utilizing the evaluation criteria, point distribution, and program readiness approach established in coordination with the municipalities.
(4) Projects with numbers that include “.x” reflect multi-part projects.
(5) As directed by Broward County, the following percentages are used to calculate the recommended phase funding since the projects in the Surtax Plan are assumed to be the total cost of the required phase(s) to complete the project:
• Planning: 3% of the total cost of the project in the Surtax Plan.
• Design: 12% of the total cost of the project in the Surtax Plan.
• Construction (includes CEI): 85% of the total cost of the project in the Surtax Plan.
• Right-of-way phase costs are project specific.
(6) The Broward MPO Surtax Services selected the Cycle 1 (Fiscal Year 2020) funding goal of \$70 - \$80 million of the total \$120 million available (30-Year Surtax Financial Plan) since the County did not provide specific guidance. This goal was selected to allow for adequate funds for Community Shuttle Bus and Rehabilitation and Maintenance projects to be funded by the County.

EXHIBIT A-1

Chart 1 and Chart 2 below list the Cycle 1 Ranked Projects that were withdrawn, deferred, or deemed ineligible and therefore not included in the FY2020 Approved Projects.

Chart 1 – Withdrawn or Deferred MCPs

The Cycle 1 Ranked Projects in the table below were withdrawn or deferred at the request of the respective Municipalities.

Ranking	Project Number	Municipality	Comments
#10	LLAK-003	Lauderdale Lakes	Withdrawn/Deferred at City's request
#18	PPRK-002	Pembroke Park	Withdrawn/Deferred at City's request
#70	POMP-011	Pompano Beach	Withdrawn/Deferred at City's request
#72	COCO-020	Coconut Creek	Withdrawn/Deferred at City's request
#79	PPIN-021	Pembroke Pines	Withdrawn/Deferred at City's request
#86	LSEA-035	Lauderdale by the Sea	Withdrawn at City's request
#92	OAKL-025/WILT-015	Oakland Park/Wilton Manor	Withdrawn/Deferred at City's request
#100	WILT-015	Wilton Manors	Removed/Combined with Oakland Park's project OAKL-025
#104	PPIN-038	Pembroke Pines	Withdrawn/Deferred at City's request
#110	TAMA-021	Tamarac	Withdrawn/Deferred at City's request

Chart 2 – Ineligible MCPs

The Cycle 1 Ranked Projects in the table below were deemed ineligible.

Ranking	Project Number	Municipality	Comments
#11	TAMA-018	Tamarac	Ineligible
#29	WILT-007.1	Wilton Manors	Ineligible
#55	COOP-035	Cooper City	Ineligible

EXHIBIT B

Municipal Surtax Project Ranking Evaluation Criteria & Points Distribution

MUNICIPAL SURTAX PROJECT RANKING EVALUATION CRITERIA & POINTS DISTRIBUTION

2/14/2020

	EMPLOYMENT DENSITY	POPULATION DENSITY	TRANSIT	INCIDENT DELAY	LEVEL OF SERVICE	CONNECTION TO EXISTING FACILITIES	EQUITY	RESILIENCY	PROJECT PERFORMANCE
Explanation	Projects analyzed and awarded points based on connection to or adjacent to one or more Traffic Analysis Zones (TAZs) with employment density areas by percentage, identified by Broward County.	Projects analyzed and awarded points based on connection to or adjacent to one or more Traffic Analysis Zones (TAZs) with population density areas by percentage, identified by Broward County.	Projects analyzed and awarded points based on total number of existing transit services and multimodal connections within the buffer.	Projects analyzed and awarded points based on the total number of vehicular, pedestrian and bicycle crashes occurring within the buffer during a five-year period.	Projects analyzed and awarded points based on Level of Service (LOS) of connected roadway network.	Projects analyzed and awarded points based on connections to an existing, like or supporting facility / *Projects analyzed and awarded points based on the presence of a Public School(s) within the buffer.	Projects analyzed and awarded points based on the average equity indicator score within the buffer.	Projects analyzed and awarded points based on whether the project improves or addresses an identified resiliency issue on a vulnerable corridor.	Projects analyzed and awarded points based on their implementation performance.
Buffer	[¼ mile]	[¼ mile]	[¼ mile]	[200 ft]	[200 ft]	[200 ft / **½ mile]	[¼ mile]	[200 ft]	
Factor	ALLEVIATE CONGESTION & ENHANCE CONNECTIVITY				ALLEVIATE CONGESTION	ENHANCE CONNECTIVITY	COMMUNITY EMPHASIS		INTERLOCAL AGREEMENT
Scale	IndicatorPoints	IndicatorPoints	IndicatorPoints	IndicatorPoints	IndicatorPoints	IndicatorPoints	IndicatorPoints	IndicatorPoints	IndicatorPoints
	Top 5% Employment Density50	Top 5% Population Density50	BCT Bus Routes- Per Route8pts/per Cap 80pts	Over 60 incidents within 200 ft100	LOS F – Forced or breakdown flow50	Sidewalk project provides new or enhanced connection to an existing sidewalk	Average score >320	Within a regionally identified moderate to high vulnerable corridor (Tier 1-3)20	Project Delivery Project Schedule Budget CBE Goal 30 Years FOR 30 Years Business County Carries Burden TBD
	Between 5%-10% Employment Density40	Between 5%-10% Population Density40	Community Shuttles/Microtransit - Within 1/4 mile (Yes)10	Between 40-59 incidents within 200 ft80	LOS E – Unstable flow40	Bike lane project provides new or enhanced connection to an existing bike lane30	Average score of 2-315	Not within a regionally identified moderate to high vulnerable corridor10	
	Between 10%-15% Employment Density30	Between 10%-15% Population Density30	SFRTA Tri-Rail Shuttles - Within 1/4 mile (Yes)10	Between 20-39 incidents within 200 ft60	LOS D – Approaching unstable flow30	Project provides new or enhanced connection to an existing bus stop	Average score of 1-215		
	Between 15%-20% Employment Density20	Between 15%-20% Population Density20		Between 11-19 incidents within 200 ft40	LOS C – Stable flow20	Project provides new or enhanced connection to an existing roadway	Average score of 0-110		
	Less than 20% Employment Density10	Less than 20% Population Density10		Less than 10 incidents within 200 ft20	LOS B – Reasonably free flow10	Within ½ mile of an existing public school20	Average score of 010		
Source					LOS A10	Not within ½ mile of an existing public school10			
					No available LOS data10				
	Broward County Planning and Development Management Division	Broward County Planning and Development Management Division	Broward County Transit Routes - SFRTA / Tri-Rail	Signal Four Crash Data for all modes (University of Florida)	FDOT D4 LOS Assessment Report / FDOT LOS Map Package	Based on scope and project description and Broward County Public Schools GIS layer	Broward MPO Transportation Planning Equity Assessment methodology	Broward MPO – Map files from the "Extreme Weather and Climate Change Risk to the Transportation System in Broward County" study	Broward County Mobility Advancement Program Administrator

Work Mix Points:	Capacity Increase, Widening, Bridge	Bicycle Pedestrian Infrastructure	Transit	Intersection Improvement	Signal Enhancement	Landscaping, Hardscape, Signage, Lighting	Resiliency Improvements	Fiber
	50 Points	45 Points	40 Points	35 Points	30 Points	25 Points	20 Points	15 Points



Note:
The Ranking Criteria and Points Distribution for municipal capital surtax projects was developed by the Broward MPO in partnership with the municipalities in Broward County. The MPO's data-driven ranking tool utilizes the evaluation criteria and point distribution in order to rank the municipal capital projects included in the Broward County Transportation Surtax Plan.



**Town of Pembroke Park 3150 SW 52 Avenue
Pembroke Park, FL 33023**

Agenda Request

Meeting Date:	January 27, 2021
Subject:	Newsletter Distribution
Initiated by:	☐ City Commission ☐ City Attorney ☒ City Manager / Staff
Prepared by:	Name & Title: JC Jimenez
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature: yes
Approved by Town Attorney:	Signature: yes
Attachments:	Quotes from 4 printing and mailing companies
Fiscal Impact:	\$5,000.00
Policy Question(s) for Commission Considerations:	Approve an amount not to exceed \$5,000 for the printing and mailing of the newsletter.
Summary:	
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	Approval
Additional Action Needed:	None

Broward Printing

It was great speaking with you today!

The price for 2500 8.5 x 11", 20 page newsletters, printed full color on 100# gloss text, direct addressed and delivered to the Post Office is \$3289.00. This price does not include actual postage paid to the USPS. The postage is typically around \$0.38 for these. We will let you know exact postage once we receive your mailing list.

Let me know if you have any questions. Thank you!

Mailing cost $\$.38 \times 2,500 = \$4,239.00$

Thank you for thinking of us for the print and mailing job we discussed! I hope you and Steve are doing well so far in 2021! Seems like its merely just another month of 2020 so far!

I quoted the paper as 100 lb. gloss text. We could feasibly use 80 lb instead, but the savings would be less than \$100 on any quantity below. I feel the extra opacity on the 100 lb is worth it, but let me know and I can get you an exact price on the 80 lb stock

I did not include any graphics work either. I know you said you may or may not need us to do that, but pricing below is based on you supplying the final print-ready files. We do offer design services of course, should you need them. We charge \$85/hour. It would be very difficult to estimate time needed for this at this early stage without any other info

Lastly, I also quoted a 16 pg version. I know you said you had 20 pgs and were looking to fill up the pages, but there are some decent savings if you can keep it the 16 pgs.

Of course, feel free to call or email with any questions

NEWSLETTERS (20 pg) - printing

20 page self-cover saddle-stitched booklet; 8.5" x 11" finished size
printed full color (cmyk) throughout on white 100 lb. gloss text
2,000 = \$2,891
2,500 = \$3,252

NEWSLETTERS (16 pg) - printing

16 page self-cover saddle-stitched booklet; 8.5" x 11" finished size
printed full color (cmyk) throughout on white 100 lb. gloss text
2,000 = \$2,281
2,500 = \$3,562

MAILING SERVICES

from supplied mail list; names/addresses sorted for optimal postage discounts;
NCOA processed, CASS certified; inkjetted (black) onto newsletter;
bundled, trayed & delivered to Miami Bulk Mail facility
2,000 pieces = \$245 + postage
2,500 pieces = \$275 + postage

Estimated Presort Standard postage for above = @ \$0.28 - \$0.32 each

TERMS & CONDITIONS

- printing prices based on supplied print-ready artwork; file correction, typesetting or design is additional
- mailing prices based on supplied properly formatted mail list; poor data quality or multiple source lists may incur additional charges
- sales tax, if applicable, not included
- please allow 3-5 days after proof approval for production
- terms: Net 30 days - postage must be paid prior to mailing if using IPG permit



HIGH SPEED DIGITAL | FULL COLOR | OFFSET | COPIES | BLUEPRINTS

722 S. Dixie Highway, Unit 1

Hallandale Beach FL 33009

954.458.0405 | 954.458.0409 | 954.458.0426 fax

www.savquickprinting.com

Quotation 9833

Date: 01/20/21

Marlen
The City of Pembroke Park
3150 SW 52nd Ave
Pembroke Park FL 33023

SHIP TO:

The City of Pembroke Park
 3150 SW 52nd Ave
 Pembroke Park FL 33023

Pickup

Acct.No	Ordered By	Phone	Fax	P.O. No	Prepared By	Sales Rep
31	Marlen	754-232-1631			Les	
Quantity	Description					Price
2,500	Newsletter - 20 Pages including cover, Printed in Full Color on 100lb Gloss Text, Stapled on the spine (booklet style)					2,111.40
2,500	Mailing - From Customer's xls File (Newsletter will be mailed flat @ .31Cents Standard rates; if you need first class mailing it would be @ .41Cents)					943.00
Received by _____ Date _____						
Terms	Subtotal		Shipping	Postage	Tax	Total
C.O.D.	3,054.40		0.00	0.00	0.00	3,054.40

Quote is good for 30 days and is subject to review when job is received.

Sav-Quick Printing · 722 South Dixie Highway · Hallandale Beach FL 33009 · (954) 458-0405

TT & S Printing

4925 N. University Drive
Lauderhill, FL 33351
954-741-5776 Fax 954-741-2419
ttsprinting@netzero.com

Estimate

Date	Estimate #
1/19/2021	612

Name / Address
TOWN OF PEMBROKE PINES

			Project
Description	Qty	Cost	Total
QUARTLY NEWSLETTER QTY: 2500 SIZE: 8.5 X 11 - 20 PAGE - SELF COVER STOCK: #100 GLOSS TEXT COLOR: 4/4 SADDLE STITCHED	2,500	1.092	2,730.00
MAILING QTY: 2500 CERTIFY LIST / INK JET / SORT AND TRAY DELIVER TO FORT LAUDERDLE POST OFFICE	2,500	0.21	525.00
POSTAGE PRICE APPROXIMATLY .67 PER UNIT - STANDARD BULK			
ACTUAL P[OSTAGE WILL BE DETERMINED AFTER RUNNING THE LIST State Sales Tax		7.00%	0.00
		Total	\$3,255.00

Customer Signature _____

RESOLUTION NO. 2021-004

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A SCHEDULE OF FEES FOR CERTAIN DEVELOPMENT APPLICATIONS WITHIN THE TOWN OF PEMBROKE PARK, PURSUANT TO THE CODE OF ORDINANCES OF THE TOWN OF PEMBROKE PARK, FLORIDA, SECTIONS 10-57, 13.5-75, 20-1, 20-24, 21-71, 23-1, 28-71, 28-85.1, 28-188.2, and 28-214; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park ("Town") Town Commission ("Commission") is authorized by various sections of the Town Code to establish fees for certain development applications by resolution; and

WHEREAS, it is in the best interest of the general public to charge the costs associated with processing such applications to the applicant and not the general public, thereby placing the burden of such costs directly on the party benefiting from such application; and

WHEREAS, the Town desires to offset the cost to the Town for development applications by establishing a Fee Schedule and charging fees to development applicants for the review and processing by Town staff of such applications; and

WHEREAS, a review of development application fees of comparable municipalities based upon population, location, and development activity, which included the City of Hollywood, the City of Hallandale Beach, and the City of Miramar was conducted.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: The attached Fee Schedule, Exhibit A, is adopted by the Town Commission and shall be amended from time to time.

Section 2. One copy of the Fee Schedule as set forth herein and established by resolution of the Town Commission shall be identified as an official copy and shall be kept on file with the Town Clerk for public use, inspection, and examination.

Section 3. One digital copy of the official copy of the Fee schedule as set forth herein shall be posted to the Town's website with development applications.

Section 4: 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 5: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 6: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED, this 10th day of February, 2021.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARLEN
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

AGENDA ITEM REPORT



To: Town Commission

Subject: Development Application Fee Schedule. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A SCHEDULE OF FEES FOR CERTAIN DEVELOPMENT APPLICATIONS WITHIN THE TOWN OF PEMBROKE PARK, PURSUANT TO THE CODE OF ORDINANCES OF THE TOWN OF PEMBROKE PARK, FLORIDA, SECTIONS 10-57, 13.5-75, 20-1, 20-24, 21-71, 23-1, 28-71, 28-85.1, 28-188.2, and 28-214; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Meeting: 02 10 2021 DRAFT REGULAR COMMISSION MEETING - Feb 10 2021

Department: Planning and Zoning

Staff Contact: Town Planner, Town Planner

BACKGROUND INFORMATION:

The Town's Code of Ordinances establishes a processing fee and a deposit for all costs associated with applications that are reviewed by the Hearing Examiner and Planning and Zoning Board. Historically, the deposit was drawn down from by the outsourced Town Planner and outsourced Town Attorney for these applications. Due to the hiring of an in-house Town Planner and Town Attorney it is necessary to establish a fee schedule for all applications related to the Zoning Code, variance applications (Hearing Examiner), and Planning and Zoning Board applications. Section 20-21 of the Code of Ordinances allows for the establishment of a Fee Schedule by the Town Commission.

Town Staff conducted a study comparing application fees with surrounding municipalities and past Town of Pembroke Park costs.

Due to the recent operational changes at the Town, these changes are necessary and time-sensitive to ensure future applications are properly processed.

FINANCIAL IMPACT:

Offset costs associated with development applications.

RECOMMENDATION:

Approval of Resolution

ATTACHMENTS:

[FEE RESOLUTION 2021 FEBRUARY](#)
[Exhibit A Development Application Fee Schedule February 2021](#)
[Development Applications Fee Comparison](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Pending
Town Attorney, Town Attorney	None
JC Jimenez, Town Manager	None

RESOLUTION NO. 2021

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A SCHEDULE OF FEES FOR CERTAIN DEVELOPMENT APPLICATIONS WITHIN THE TOWN OF PEMBROKE PARK, PURSUANT TO THE CODE OF ORDINANCES OF THE TOWN OF PEMBROKE PARK, FLORIDA, SECTIONS 10-57, 13.5-75, 20-1, 20-24, 21-71, 23-1, 28-71, 28-85.1, 28-188.2, and 28-214; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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Section 3. One digital copy of the official copy of the Fee schedule as set forth herein shall be posted to the Town's website with development applications.

Section 4: 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 5: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 6: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED, this day of , 2021.

ATTEST:

Geoffrey Jacobs
Mayor-Commissioner

Rey Dieuveille
Clerk-Commissioner

Approved as to form and legal sufficiency

Melissa P. Anderson, Town Attorney



Development Application Fees

ALCOHOLIC BEVERAGE LICENSE	\$75
APPEALS	
To Town Commission	\$1,500
To Town Administrator or Board	\$150
COMPREHENSIVE PLAN TEXT AMENDMENT (Plus applicable County Fees)*	\$3,500
EXTENDED HOURS LICENSE	\$1,500
FENCE VARIATION	\$100
FLEXIBILITY UNIT APPLICATION (Plus applicable county Fees)*	\$2,500
LAND USE MAP CHANGE (Plus applicable County Fees)*	\$3,500
CONTROLLED SUBSTANCE DISPENSARY	
Medical marijuana	\$900
Pain Clinic	\$450
OTHER BOARD ACTIONS	
After the Fact Board Approvals	2 X Original Fee
Clarification of Board Decision	\$150
Time Extension of site development plan	\$500
Revision to Previous Approvals	.5 X Original Fee
PARKING REDUCTION	\$1,500
MIXED USE DEVELOPMENT*	\$2,500 plus \$65 per 1,000 Sq ft and \$50 per dwelling unit
PLATTING, PLAT MODIFICATION, PLAT NOTES, PLAT EXEMPTION*	\$1,500
SIGNS	\$50
SITE PLAN REVIEW*	
Residential, including multi-family and townhomes	\$2,500 plus \$50 per dwelling unit
Non-Residential	\$2,500 plus \$65 per 1,000 Sq ft
Minor Revision - Staff Review	\$500
SITE DEVELOPMENT PLAN EXCEPTIONS per Section 20-24	\$500
SPECIAL EXCEPTION*	\$1,500
SPECIAL PERMIT*	\$1,500
TELECOMMUNICATION TOWERS	\$1,500
USE DETERMINATION LETTER	\$150
VARIANCES*	
Regulatory Variance – Single Family/Mobile Home	\$300
Regulatory Variance – All other Residential, including multi-family and townhomes	\$2,000
Regulatory Variance – All Others (First Variance)	\$2,000
Additional Variances	\$1,500
Sign Variances	\$750
ZONING CODE AMENDMENT*	\$2,500
ZONING MAP CHANGE*	\$2,500
ZONING LETTER	\$150
OUTSIDE CONSULTANT -- TRAFFIC, TELECOMMUNICATIONS, ETC.	Cost Recovery
* Fee to be paid each Committee/Board/Town Commission review	

Development Fee Comparison
February 2021

Application Type	Proposed Town of Pembroke Park (* indicates an existing fee)	Michael Miller Planning Associates on behalf of the Town of Pembroke Park	City of Hollywood	City of Hallandale Beach	City of Miramar
ALCOHOLIC BEVERAGE LICENSE	\$75		\$75	\$150	\$108
APPEALS					
To Town Commission (Sec. 20-36) (Sec. 15-216) (Sec. 27-56) (Sec. 20-36)	\$1,500		\$4,547		
To Town Administrator or Board (Sec. 20-36)	\$150		\$2,559	\$400	\$1,080
COMPREHENSIVE PLAN TEXT AMENDMENT	\$3,500		\$2,627	\$1,000-\$30,000	\$8,100
EXTENDED HOURS LICENSE (Sec. 3-2.5)	\$1,500*	\$1,500	\$2,400	\$600	\$270
FENCE VARIATION	\$100*	\$100			
FLEXIBILITY UNIT APPLICATION (Plus applicable county Fees)	\$2,500		\$2,756	\$3,000	\$3,420
LAND USE MAP CHANGE (Plus applicable County Fees)	\$3,500		\$4,423	\$7,500	\$7,020-\$12,960
Controlled Substance Dispensary					
Medical marijuana	\$900			\$900	
Pain Clinic	\$450			\$450	
OTHER BOARD ACTIONS					
After the Fact Board Approvals	2 X Original Fee		2 X Original Fee	2 x Fee up to \$2,500 plus 1% each \$10,000	
Clarification of Board Decision	\$150		\$50		
Time Extension of site development plan (Sec. 20-25)	\$500		\$100	\$2,350	\$1,080
Revision to Previous Approvals	.5 X Original Fee		.5 X Original Fee		\$81 per hour
PARKING REDUCTION	\$1,500	\$4,092.50 (1 DRC, 1 PZB, 1 TC) or \$1,364 per board on average		\$150	
MIXED USE DEVELOPMENT	\$2,500 plus \$65 per 1,000 Square Feet and \$50 per dwelling unit			\$1,200	\$2,500 plus
PLATTING, PLAT MODIFICATION, PLAT NOTES, PLAT EXEMPTION	\$1,500 (each board/committee/com mission review)		\$847-\$2,768	\$1,600	\$1,080-\$4,320
SIGNS	\$50*			\$80	
SITE PLAN REVIEW					
Residential, , including multi-family and townhomes	\$2,500 plus \$50 per dwelling unit (each board/committee/com mission review)		\$2,287 plus \$56/unit (Paid for each Board/Commission Review)	\$1,000-\$6,500 + (Paid for each Board/Commission Review)	\$2,500 + 75.00/dwelling unit (Paid for each Board/Commission Review)
Non-Residential	\$2,500 plus \$65 per 1,000 Square Feet (each board/committee/com mission review)	\$11,045 (2 DRC, 1 PZB, 1 TC) or \$2,761.25 per board on average	\$2,287 plus \$67/1,000 sq. ft. (Paid for each Board/Commission Review)	\$3,500-\$6,500 + (Paid for each Board/Commission Review)	3,000 + 75.00/1,000 s.f. (Paid for each Board/Commission Review)
Minor Revision - Staff Review	\$500		No Fee	\$750	\$1,080
SITE DEVELOPMENT PLAN EXCEPTIONS per Section 20-24	\$500				\$540
SPECIAL EXCEPTION	\$1,500 (each board/committee/com mission review)	\$3,517.5 (1 PZB, 1 TC) or \$1,758.75 per board on average	\$2,559	\$250-\$1200	\$3,420
SPECIAL PERMIT	\$1,500 (each board/committee/com mission review)				
TELECOMMUNICATION TOWERS	\$1,500				\$2,160
USE DETERMINATION LETTER	\$150		\$100	\$55-\$175	\$54-\$216
VARIANCES					
Regulatory Variance – Single Family/Mobile Home	\$300		\$301/each	\$300	\$250
Regulatory Variance – All other Residential, including multi-family and townhomes	\$2,000				
Regulatory Variance – All Others (First Variance)		\$2,655 (1 HE, 1 TC) or \$1,327.50 per board on average			
Additional Variances	\$2,000		\$2,457	\$250-\$1,200	\$2,160
Sign Variances	\$1,500		\$734/each		
ZONING CODE AMENDMENT	\$2,500		\$2,627	\$550-\$2,500	\$5,400
ZONING MAP CHANGE	\$2,500		\$2,627	\$550-\$2,500	\$2,700
ZONING LETTER	\$150		\$299	\$100-\$400	\$54-\$216
OUTSIDE CONSULTANT – TRAFFIC, TELECOMMUNICATIONS, ETC.	Cost Recovery		Cost Recovery	Cost Recovery	Cost Recovery

RESOLUTION NO. 2021

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A SCHEDULE OF FEES FOR CERTAIN DEVELOPMENT APPLICATIONS WITHIN THE TOWN OF PEMBROKE PARK, PURSUANT TO THE CODE OF ORDINANCES OF THE TOWN OF PEMBROKE PARK, FLORIDA, SECTIONS 10-57, 13.5-75, 20-1, 20-24, 21-71, 23-1, 28-71, 28-85.1, 28-188.2, and 28-214; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park ("Town") Town Commission ("Commission") is authorized by various sections of the Town Code to establish fees for certain development applications by resolution; and

WHEREAS, it is in the best interest of the general public to charge the costs associated with processing such applications to the applicant and not the general public, thereby placing the burden of such costs directly on the party benefiting from such application; and

WHEREAS, the Town desires to offset the cost to the Town for development applications by establishing a Fee Schedule and charging fees to development applicants for the review and processing by Town staff of such applications; and

WHEREAS, a review of development application fees of comparable municipalities based upon population, location, and development activity, which included the City of Hollywood, the City of Hallandale Beach, and the City of Miramar was conducted.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: The attached Fee Schedule, Exhibit A, is adopted by the Town Commission and shall be amended from time to time.

Section 2. One copy of the Fee Schedule as set forth herein and established by resolution of the Town Commission shall be identified as an official copy and shall be kept on file with the Town Clerk for public use, inspection, and examination.

Section 3. One digital copy of the official copy of the Fee schedule as set forth herein shall be posted to the Town's website with development applications.

Section 4: 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 5: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 6: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED, this day of , 2021.

ATTEST:

Geoffrey Jacobs
Mayor-Commissioner

Rey Dieuveille
Clerk-Commissioner

Approved as to form and legal sufficiency

Melissa P. Anderson, Town Attorney



Development Application Fees

ALCOHOLIC BEVERAGE LICENSE	\$75
APPEALS	
To Town Commission	\$1,500
To Town Administrator or Board	\$150
COMPREHENSIVE PLAN TEXT AMENDMENT (Plus applicable County Fees)*	\$3,500
EXTENDED HOURS LICENSE	\$1,500
FENCE VARIATION	\$100
FLEXIBILITY UNIT APPLICATION (Plus applicable county Fees)*	\$2,500
LAND USE MAP CHANGE (Plus applicable County Fees)*	\$3,500
CONTROLLED SUBSTANCE DISPENSARY	
Medical marijuana	\$900
Pain Clinic	\$450
OTHER BOARD ACTIONS	
After the Fact Board Approvals	2 X Original Fee
Clarification of Board Decision	\$150
Time Extension of site development plan	\$500
Revision to Previous Approvals	.5 X Original Fee
PARKING REDUCTION	\$1,500
MIXED USE DEVELOPMENT*	\$2,500 plus \$65 per 1,000 Sq ft and \$50 per dwelling unit
PLATTING, PLAT MODIFICATION, PLAT NOTES, PLAT EXEMPTION*	\$1,500
SIGNS	\$50
SITE PLAN REVIEW*	
Residential, including multi-family and townhomes	\$2,500 plus \$50 per dwelling unit
Non-Residential	\$2,500 plus \$65 per 1,000 Sq ft
Minor Revision - Staff Review	\$500
SITE DEVELOPMENT PLAN EXCEPTIONS per Section 20-24	\$500
SPECIAL EXCEPTION*	\$1,500
SPECIAL PERMIT*	\$1,500
TELECOMMUNICATION TOWERS	\$1,500
USE DETERMINATION LETTER	\$150
VARIANCES*	
Regulatory Variance – Single Family/Mobile Home	\$300
Regulatory Variance – All other Residential, including multi-family and townhomes	\$2,000
Regulatory Variance – All Others (First Variance)	\$2,000
Additional Variances	\$1,500
Sign Variances	\$750
ZONING CODE AMENDMENT*	\$2,500
ZONING MAP CHANGE*	\$2,500
ZONING LETTER	\$150
OUTSIDE CONSULTANT -- TRAFFIC, TELECOMMUNICATIONS, ETC.	Cost Recovery
* Fee to be paid each Committee/Board/Town Commission review	

Development Fee Comparison
February 2021

Application Type	Proposed Town of Pembroke Park (* indicates an existing fee)	Michael Miller Planning Associates on behalf of the Town of Pembroke Park	City of Hollywood	City of Hallandale Beach	City of Miramar
ALCOHOLIC BEVERAGE LICENSE	\$75		\$75	\$150	\$108
APPEALS					
To Town Commission (Sec. 20-36) (Sec. 15-216) (Sec. 27-56) (Sec. 20-36)	\$1,500		\$4,547		
To Town Administrator or Board (Sec. 20-36)	\$150		\$2,559	\$400	\$1,080
COMPREHENSIVE PLAN TEXT AMENDMENT	\$3,500		\$2,627	\$1,000-\$30,000	\$8,100
EXTENDED HOURS LICENSE (Sec. 3-2.5)	\$1,500*	\$1,500	\$2,400	\$600	\$270
FENCE VARIATION	\$100*	\$100			
FLEXIBILITY UNIT APPLICATION (Plus applicable county Fees)	\$2,500		\$2,756	\$3,000	\$3,420
LAND USE MAP CHANGE (Plus applicable County Fees)	\$3,500		\$4,423	\$7,500	\$7,020-\$12,960
Controlled Substance Dispensary					
Medical marijuana	\$900			\$900	
Pain Clinic	\$450			\$450	
OTHER BOARD ACTIONS					
After the Fact Board Approvals	2 X Original Fee		2 X Original Fee	2 x Fee up to \$2,500 plus 1% each \$10,000	
Clarification of Board Decision	\$150		\$50		
Time Extension of site development plan (Sec. 20-25)	\$500		\$100	\$2,350	\$1,080
Revision to Previous Approvals	.5 X Original Fee		.5 X Original Fee		\$81 per hour
PARKING REDUCTION	\$1,500	\$4,092.50 (1 DRC, 1 PZB, 1TC) or \$1,364 per board on average		\$150	
MIXED USE DEVELOPMENT	\$2,500 plus \$65 per 1,000 Square Feet and \$50 per dwelling unit			\$1,200	\$2,500 plus
PLATTING, PLAT MODIFICATION, PLAT NOTES, PLAT EXEMPTION	\$1,500 (each board/committee/com mission review)		\$847-\$2,768	\$1,600	\$1,080-\$4,320
SIGNS	\$50*			\$80	
SITE PLAN REVIEW					
Residential, , including multi-family and townhomes	\$2,500 plus \$50 per dwelling unit (each board/committee/com mission review)		\$2,287 plus \$56/unit (Paid for each Board/Commission Review)	\$1,000-\$6,500 + (Paid for each Board/Commission Review)	\$2,500 + 75.00/dwelling unit (Paid for each Board/Commission Review)
Non-Residential	\$2,500 plus \$65 per 1,000 Square Feet (each board/committee/com mission review)	\$11,045 (2 DRC, 1 PZB, 1 TC) or \$2,761.25 per board on average	\$2,287 plus \$67/1,000 sq. ft. (Paid for each Board/Commission Review)	\$3,500-\$6,500 + (Paid for each Board/Commission Review)	3,000 + 75.00/1,000 s.f. (Paid for each Board/Commission Review)
Minor Revision - Staff Review	\$500		No Fee	\$750	\$1,080
SITE DEVELOPMENT PLAN EXCEPTIONS per Section 20-24	\$500				\$540
SPECIAL EXCEPTION	\$1,500 (each board/committee/com mission review)	\$3,517.5 (1 PZB, 1 TC) or \$1,758.75 per board on average	\$2,559	\$250-\$1200	\$3,420
SPECIAL PERMIT	\$1,500 (each board/committee/com mission review)				
TELECOMMUNICATION TOWERS	\$1,500				\$2,160
USE DETERMINATION LETTER	\$150		\$100	\$55-\$175	\$54-\$216
VARIANCES					
Regulatory Variance – Single Family/Mobile Home	\$300		\$301/each	\$300	\$250
Regulatory Variance – All other Residential, including multi-family and townhomes	\$2,000				
Regulatory Variance – All Others (First Variance)	\$2,000	\$2,655 (1 HE, 1 TC) or \$1,327.50 per board on average	\$2,457	\$250-\$1,200	\$2,160
Additional Variances	\$1,500		\$734/each		
Sign Variances	\$750				
ZONING CODE AMENDMENT	\$2,500		\$2,627	\$550-\$2,500	\$5,400
ZONING MAP CHANGE	\$2,500		\$2,627	\$550-\$2,500	\$2,700
ZONING LETTER	\$150		\$299	\$100-\$400	\$54-\$216
OUTSIDE CONSULTANT – TRAFFIC, TELECOMMUNICATIONS, ETC.	Cost Recovery		Cost Recovery	Cost Recovery	Cost Recovery

ORDINANCE NO. 2021-003

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ALLOWING THE TOWN TO CHARGE COSTS ASSOCIATED WITH PROCESSING DEVELOPMENT APPLICATIONS TO THE APPLICANT; IN FURTHERANCE THEREOF, AMENDING THE TOWN OF PEMBROKE PARK CODE SECTIONS 10-57, 13.5-75, 20-1, 20-24, 21-71, 23-1, 28-71, 28-85.1, 28-188.2, and 28-214; DELETING SECTIONS 10-58, 20-22, 23.2, 23.3, 23.4, 23.5 AND 28.72 OF THE TOWN CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Florida Constitution, grants municipalities the power to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, Section 166.021, Florida Statutes, referred to as the Municipal Home Rule Powers Act, grants all municipalities the expansive home rule power contemplated by the Florida Constitution; and

WHEREAS, the Town of Pembroke Park (the “Town”) desires to offset the cost to the Town for development applications by establishing a Fee Schedule and charging fees to development applicants for the review and processing by Town staff of such applications;

WHEREAS, it is in the best interest of the Town to charge the costs associated with processing development applications to the applicant (“development application fees”) and not the general public, thereby placing the burden of such costs directly on the party benefiting from such application; and

WHEREAS, the Town must amend its Code of Ordinances in order to establish such development application fees.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE
TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That Chapter 10, “Variances and Appeals”, Article I, Administration” of the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended as follows:

* * *

Sec. 10-57. - Application fee; deposit for consultants on nonadministrative costs.

For all applications for variances from provisions of this chapter there shall be a shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require nonrefundable fee of five hundred dollars (\$500.00) for processing the application and an initial deposit of two thousand dollars (\$2,000.00) for consultant and hearing examiner costs required for certain reviews nonadministrative costs as defined in Section 10-58. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.

Sec. 10-58. -- Nonadministrative costs defined.

For the purpose of this article, nonadministrative costs shall be defined as follows:

- (a) ~~Town Consultant Planner's fee;~~
- (b) ~~Town Engineer's fee;~~
- (c) ~~Postage and other mailing expenses;~~
- (d) ~~Photocopying expenses;~~
- (e) ~~Newspaper advertising expenses;~~
- (f) ~~Title search and/or abstracting expenses; and~~
- (g) ~~Town's legal fees.~~

* * *

Section 2: That Chapter 13.5, “Land Development,” Article VII, “Platting Regulations”, of the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended as follows:

* * *

Sec. 13.5-75. - Changes to previously approved plats (delegation requests).

* * *

(b) *Number of copies, processing and actions.*

* * *

- (2) The applicant shall pay a ~~cost-recovery~~ fee ~~deposit~~ as established by resolution of the Town Commission to process the request.

* * *

Section 3: That Chapter 20, “Planning and Development,” Article I, “In General” and Article II, “Site Development Plan” of the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended as follows:

* * *

Sec. 20-1. - Land use plan amendment, petition procedure.

- (a) Every petitioner for an amendment to the land use plan of the Town of Pembroke Park shall file a petition therefor with the Town on such form, or forms, as may be promulgated from time to time by the Town.
- (b) Such petition shall include, inter alia, the legal description of the property for which the land use amendment is sought, the present land use classification, the requested land use classification, the reasons and justification for the requested land use amendment, the address of the subject property, and the name, address and telephone number of the petitioner. In the event the petitioner is someone other than the owner of the subject property, such petitioner shall include the name, address and telephone number of the owner. The petition shall be signed and sworn to by the petitioner, and in the event the petitioner is someone other than the owner of the subject property, the petition must also

be signed and sworn to by the owner who shall state on the petition that the owner has authorized the petitioner to file the petition for the land use amendment.

- (c) ~~The Town Commission shall establish by resolution a schedule for the nonrefundable filing fee and the initial cost deposit for nonadministrative costs as relating to the application. All petitions for a land use plan amendment shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of two thousand dollars (\$2,000.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.~~
- (d) ~~For the purpose of this section, the nonadministrative costs shall include and be defined as follows:~~
- ~~(1) Town Planner's fee;~~
 - ~~(2) Town Engineer's fee;~~
 - ~~(3) Town Building Official's fee;~~
 - ~~(4) Postage and other mailing expenses;~~
 - ~~(5) Photocopying expenses;~~
 - ~~(6) Newspaper advertising expenses;~~
 - ~~(7) Title search and/or abstracting expenses;~~
 - ~~(8) Legal fees.~~

~~Any portion of the deposit not required for the payment of nonadministrative costs shall be refunded to the petitioner upon the completion of the processing of the petition.~~

* * *

Sec. 20-21. - Fee schedule. ~~The Town Commission shall adopt a fee schedule by resolution for all site development plan reviews and administrative costs incurred by the Town in processing the request. All applications for a site development plan consistent with this chapter shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of two thousand dollars (\$2,000.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the~~

supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.

Sec. 20-22. -- Nonadministrative fees.

For the purpose of this article, nonadministrative costs shall be defined as follows:

- (1) ~~Town Architect's fee;~~
- (2) ~~Town Engineer's fee;~~
- (3) ~~Postage and/or Xerox copying fees;~~
- (4) ~~Newspaper advertising expenses;~~
- (5) ~~Title search and/or abstracting expenses;~~
- (6) ~~Legal fees.~~

* * *

Sec. 20-24. - Site development plan exceptions.

- (a) The following types of construction or alteration of a building or structure are exempt from the requirements of the site development plan review process set forth in section 20-16 of this article:
 - (1) Unenclosed structures comprising up to five hundred (500) square feet;
 - (2) Nonhabitable structures comprising up to one hundred fifty (150) square feet;
 - (3) Nonpermeable surfaces comprising up to one thousand (1,000) square feet;
 - (4) Additions to an existing building or structure with a previously approved site development plan which addition comprises up to ten (10) percent of the total building area and related ancillary improvements;
 - (5) Amendments to approved site development plan for new construction of buildings or structures which comprise up to ten (10) percent of the approved total building area or three (3) percent of the original project value.
- (b) All applications for site development plan approval pursuant to this section must meet the requirements set forth in sections 20-17 and 20-19 of this article.
- (c) The construction or alteration of a building or structure pursuant to this section shall only be permitted after approval of the construction or alteration plan by the Site Development Plan Review Committee which Committee may require modifications to the existing structures and landscaping on the property to comply with Town development standards and neighborhood compatibility.

- (d) The members of the Site Development Review Committee for the purposes of this section shall include, at a minimum, the Chief Building Official, Town Planner, Fire Marshal, Town Engineer and one at-large member appointed by the Town Commission.
- (e) The fee for site development plan applications pursuant to this section ~~shall be a nonrefundable application fee of fifty dollars (\$50.00) plus the nonadministrative costs incurred by the Town in processing the application. An initial deposit of five hundred dollars (\$500.00) shall be required before filing the application as a deposit on the nonadministrative fees.~~ shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of five hundred dollars (\$500.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.

Section 3: That Chapter 21, "Signs and Advertising", Article II, "Signs", of the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended as follows:

* * *

Sec. 21-71. - Application fee; deposit for consultants. ~~on nonadministrative costs.~~

~~For a~~ All applications for a sign variance from this chapter shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of five hundred dollars (\$500.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request. ~~there shall be a nonrefundable fee in the amount of two hundred dollars (\$200.00) for processing the application and a deposit of five hundred dollars (\$500.00) for nonadministrative costs as defined below:~~

- (1) ~~Town Architect's fee;~~
- (2) ~~Town Engineer's fee;~~
- (3) ~~Postage and other mailing expenses;~~

- ~~(4) — Xerox or other copying expenses;~~
- ~~(5) — Newspaper advertising expenses;~~
- ~~(6) — Title search and/or abstracting expenses;~~
- ~~(7) — Legal fees.~~

* * *

Section 4: That Chapter 23, “Subdivisions”, of the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended as follows:

Sec. 23-1. - Submittal of plat; application and permit fee, cash deposit.

~~(a) — Any person submitting a plat for approval by the Town shall pay the Town concurrently with submittal of the application a nonrefundable application and permit fee of five hundred dollars (\$500.00) and shall place an initial cash deposit of seven thousand dollars (\$7,000.00) with the Town to pay all costs incurred by the Town in processing the application for plat approval, subject to the provisions for payment and refund as provided in this chapter. Whenever the deposit balance is twenty (20) percent or less than the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75) percent of the initial deposit. Several supplemental deposits may be required depending the complexity of the review process. All applications for a plat shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of two thousand dollars (\$2,000.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.~~ In addition to all other requirements in connection with such submission, at the time any application for a permit is filed with the Town for the construction of any of the improvements required in connection with the plat, including, but not limited to, streets, alleys, roads, water lines, storm drainage facilities, and wastewater and sanitary sewage lines and appurtenances thereto, such person shall deposit with the Town a sum of money in cash equal to ten (10) percent of the estimated cost of the construction of the improvement for which the

permit is sought, said amount being based upon a preliminary cost estimate computed by the developer's engineer and approved by the Town Engineer.

(b) ~~Any individual seeking the Town's review and approval of an amendment to a previously approved and recorded plat shall file an application therefor with the Building Department. The applicant shall pay a nonrefundable review fee of seven hundred fifty dollars (\$750.00) concurrently with submittal of the application.~~

~~Sec. 23-2. Town's expenses in reviewing plats to be deducted from deposits.~~

~~The Town shall deduct from the required cash deposit the actual costs of services performed by or for the Town in the review and approval of the plat and in connection with the construction and installation of the plat improvements, including, but not limited to, the costs incurred in administrative expenses, plat review, engineering, inspection, legal, advertising, testing, borings and corings, based upon the invoices or statement for such services as approved by the Town Commission.~~

~~Sec. 23-3. Developer to be furnished statement of charges against deposit.~~

~~The developer, that is, the entity submitting the plat for approval, shall be furnished, upon request for same being submitted to the Town in writing, a written statement as to each charge made against such deposit, which statement shall include the amount of the charge, the service or services performed, and the name of the party performing the service. The written statement to be provided by the Town as aforesaid shall not be requested more often than once a month.~~

~~Sec. 23-4. Refund of credit balance.~~

~~If upon final approval of the plat by the Town Commission and the subsequent recording of the plat in the plat book records of the County, and the completion of all improvements required in connection with the plat and the acceptance of same by the Town Commission upon the recommendation of the Town Engineer there shall be a credit balance in the required deposit, then the Town shall refund the credit balance to the developer within thirty (30) days of the recording of the plat and the acceptance of the improvements by the Town.~~

~~Sec. 23-5. Withdrawal of request for plat approval; refund of credit balance.~~

~~If a request for plat approval is withdrawn by the developer or applicant for same in writing, the Town shall refund to the developer and/or applicant the credit balance, if any, in the required deposit within thirty (30) days of the receipt by the Town of the request for withdrawal of the request for plat approval.~~

Section 5: That Chapter 28, “Zoning”, Article II, “Administration”, and Article III, “District Regulations” of the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended as follows:

Sec. 28-71. - Amount.

~~(a) For all applications for changes in zoning classifications and for all applications for variances from the existing ordinances, there shall be a nonrefundable fee of five hundred dollars (\$500.00) for processing the application and an initial deposit of seven thousand dollars (\$7,000.00) for nonadministrative costs as defined in section 28-72. Whenever the deposit balance is twenty (20) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75) percent of the initial deposit. Several supplemental deposits may be required depending upon the complexity of the review request. shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of two thousand dollars (\$2,000.00) for consultant and hearing examiner costs required for certain reviews except for variances for individual mobile home lots and single family residences. For variances for individual mobile home lots, single family residences and variances from the sign ordinance the initial deposit shall be five hundred dollars (\$500.00) for consultant and hearing examiner costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.~~

~~(b) All applications for variances from the existing ordinances for individual mobile home lots and single family residences shall require a nonrefundable fee of five hundred dollars (\$500.00) for processing the application and an initial deposit of five hundred dollars (\$500.00) for nonadministrative costs as defined in Section 28-72.~~

Sec. 28-72. -- Nonadministrative costs.

~~For the purpose of this division, the nonadministrative costs shall be defined as follows:~~

- ~~(1) —Town Architect's fee;~~
- ~~(2) —Town Engineer's fee;~~
- ~~(3) —Postage and other mailing expenses;~~
- ~~(4) —Xerox or other copying expenses;~~
- ~~(5) —Newspaper advertising expenses;~~

(6) — Title search and/or abstracting expenses;

(7) — Legal fees.

* * *

Sec. 28-85.1. - Application fees and cost deposit. For applications for special exceptions there shall be a nonrefundable fee of five hundred dollars (\$500.00) for processing the application and an initial deposit of six thousand dollars (\$6,000.00) for nonadministrative costs as defined in section 28-72. Whenever the deposit balance is twenty (20) percent or less of the initial deposit, a supplemental deposit of two thousand dollars (\$2,000.00) will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. Additional supplemental deposits may be required depending upon the complexity of the review request. All applications for a special exception consistent with this chapter shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of two thousand dollars (\$2,000.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.

* * *

Sec. 28-188.2. - Special permit application fee. The Town Commission shall adopt by resolution the special permit application fee and initial deposit for nonadministrative costs for special permit applications as set forth in Section 28-188. All applications for a special permit consistent with this chapter shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of two thousand dollars (\$2,000.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.

* * *

Sec. 28-214. - Applications for special permits.

* * *

- (b) ~~In addition to the foregoing, the applicant shall make application on forms provided by the Town deposit with the Clerk Commissioner the sum of Two Thousand Five Hundred Dollars (\$2,500.00), Five Hundred Dollars (\$500.00) of which shall be a nonrefundable processing fee in connection with the application. The balance of Two Thousand Dollars (\$2,000.00) is a cost recovery deposit for the anticipated expenses incurred by Town in processing the application. Whenever the cost recovery deposit balance is twenty percent (20%) or less of the initial deposit, a supplemental deposit in the amount of One Thousand Dollars (\$1,000.00) will be required before any further review or processing of the application continues. The applicant will be notified when a supplemental deposit is required, and several supplemental deposits may be required depending upon the complexity of the application. For the purpose of this Section, the nonadministrative cost shall be defined as follows:~~

- ~~(1) Town Planner's fee;~~
- ~~(2) Town Engineer's fee;~~
- ~~(3) Postage and other mailing expenses;~~
- ~~(4) Photocopy expenses;~~
- ~~(5) Newspaper advertising expenses; and,~~
- ~~(6) Legal fees.~~

~~The portion of the deposits not required for the payment of nonadministrative cost shall be refunded to the applicant when the application processing is completed.~~

All applications for a special permit consistent with this chapter shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of two thousand dollars (\$2,000.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.

* * *

Section 6: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 7: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or re-lettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 8: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 9: That this Ordinance shall be in force and take effect as provided by law.

PASSED AND ADOPTED on First Reading this 10th day of February, 2021.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2021.

ATTEST:

MARLEN D. MARTELL
Town Clerk

GEOFFREY JACOBS
Mayor Commissioner

I HEREBY CERTIFY that I have approved

the form and correctness of this Ordinance

MELISSA P. ANDERSON
Town Attorney

VOTE

GEOFFREY JACOBS

HOWARD P. CLARK, JR.

GEORGINA COHEN

REYNOLD DIEUVEILLE

AGENDA ITEM REPORT



To: Town Commission

Subject: Code updates to allow costs associated with processing development applications. AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ALLOWING THE TOWN TO CHARGE COSTS ASSOCIATED WITH PROCESSING DEVELOPMENT APPLICATIONS TO THE APPLICANT; IN FURTHERANCE THEREOF, AMENDING THE TOWN OF PEMBROKE PARK CODE SECTIONS 10-57, 13.5-75, 20-1, 20-24, 21-71, 23-1, 28-71, 28-85.1, 28-188.2, and 28-214; DELETING SECTIONS 10-58, 20-22, 23.2, 23.3, 23.4, 23.5 AND 28.72 OF THE TOWN CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Meeting: 02 10 2021 DRAFT REGULAR COMMISSION MEETING - Feb 10 2021

Department: Planning and Zoning

Staff Contact: Town Planner, Town Planner

BACKGROUND INFORMATION:

The Town's Code of Ordinances establishes a processing fee and a deposit for all costs associated with applications that are reviewed by the Hearing Examiner and Planning and Zoning Board. Historically, the deposit was drawn down from by the outsourced Town Planner and outsourced Town Attorney for these applications. Due to the hiring of an in-house Town Planner and Town Attorney it is necessary to establish non refundable fees for all applications related to the Zoning Code, variance applications (Hearing Examiner), and Planning and Zoning Board applications.

The attached ordinance amends current Code language to reflect current Town procedures. Code language allowing the use of consultants at the direction of the Town Manager will be included to address special circumstances in the future. The ordinance allows the maximum flexibility for the Town while offsetting costs.

Due to the recent operational changes at the Town, these changes are necessary and time-sensitive to ensure future applications are properly processed.

FINANCIAL IMPACT:

Offset costs associated with development applications.

RECOMMENDATION:

Approval of the Ordinance on First Reading.

ATTACHMENTS:

[fee ordinance 2021](#)

ORDINANCE NO. 2021-

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ALLOWING THE TOWN TO CHARGE COSTS ASSOCIATED WITH PROCESSING DEVELOPMENT APPLICATIONS TO THE APPLICANT; IN FURTHERANCE THEREOF, AMENDING THE TOWN OF PEMBROKE PARK CODE SECTIONS 10-57, 13.5-75, 20-1, 20-24, 21-71, 23-1, 28-71, 28-85.1, 28-188.2, and 28-214; DELETING SECTIONS 10-58, 20-22, 23.2, 23.3, 23.4, 23.5 AND 28.72 OF THE TOWN CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Florida Constitution, grants municipalities the power to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, Section 166.021, Florida Statutes, referred to as the Municipal Home Rule Powers Act, grants all municipalities the expansive home rule power contemplated by the Florida Constitution; and

WHEREAS, the Town of Pembroke Park (the “Town”) desires to offset the cost to the Town for development applications by establishing a Fee Schedule and charging fees to development applicants for the review and processing by Town staff of such applications;

WHEREAS, it is in the best interest of the Town to charge the costs associated with processing development applications to the applicant (“development application fees”) and not the general public, thereby placing the burden of such costs directly on the party benefiting from such application; and

WHEREAS, the Town must amend its Code of Ordinances in order to establish such development application fees.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE
TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That Chapter 10, “Variances and Appeals”, Article I, Administration” of the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended as follows:

* * *

Sec. 10-57. - Application fee; deposit for consultants on nonadministrative costs.

For all applications for variances from provisions of this chapter there shall be a shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require nonrefundable fee of five hundred dollars (\$500.00) for processing the application and an initial deposit of two thousand dollars (\$2,000.00) for consultant and hearing examiner costs required for certain reviews nonadministrative costs as defined in Section 10-58. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.

~~Sec. 10-58. - Nonadministrative costs defined.~~

~~For the purpose of this article, nonadministrative costs shall be defined as follows:~~

- ~~(a) Town Consultant Planner's fee;~~
- ~~(b) Town Engineer's fee;~~
- ~~(c) Postage and other mailing expenses;~~
- ~~(d) Photocopying expenses;~~
- ~~(e) Newspaper advertising expenses;~~
- ~~(f) Title search and/or abstracting expenses; and~~
- ~~(g) Town's legal fees.~~

* * *

Section 2: That Chapter 13.5, “Land Development,” Article VII, “Platting Regulations”, of the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended as follows:

* * *

Sec. 13.5-75. - Changes to previously approved plats (delegation requests).

* * *

(b) *Number of copies, processing and actions.*

* * *

- (2) The applicant shall pay a ~~cost recovery fee deposit~~ as established by resolution of the Town Commission to process the request.

* * *

Section 3: That Chapter 20, “Planning and Development,” Article I, “In General” and Article II, “Site Development Plan” of the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended as follows:

* * *

Sec. 20-1. - Land use plan amendment, petition procedure.

- (a) Every petitioner for an amendment to the land use plan of the Town of Pembroke Park shall file a petition therefor with the Town on such form, or forms, as may be promulgated from time to time by the Town.
- (b) Such petition shall include, inter alia, the legal description of the property for which the land use amendment is sought, the present land use classification, the requested land use classification, the reasons and justification for the requested land use amendment, the address of the subject property, and the name, address and telephone number of the petitioner. In the event the petitioner is someone other than the owner of the subject property, such petitioner shall include the name, address and telephone number of the owner. The petition shall be signed and sworn to by the petitioner, and in the event the petitioner is someone other than the owner of the subject property, the petition must also

be signed and sworn to by the owner who shall state on the petition that the owner has authorized the petitioner to file the petition for the land use amendment.

- (c) ~~The Town Commission shall establish by resolution a schedule for the nonrefundable filing fee and the initial cost deposit for nonadministrative costs as relating to the application. All petitions for a land use plan amendment shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of two thousand dollars (\$2,000.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.~~

- (d) ~~For the purpose of this section, the nonadministrative costs shall include and be defined as follows:~~

- ~~(1) Town Planner's fee;~~
- ~~(2) Town Engineer's fee;~~
- ~~(3) Town Building Official's fee;~~
- ~~(4) Postage and other mailing expenses;~~
- ~~(5) Photocopying expenses;~~
- ~~(6) Newspaper advertising expenses;~~
- ~~(7) Title search and/or abstracting expenses;~~
- ~~(8) Legal fees.~~

~~Any portion of the deposit not required for the payment of nonadministrative costs shall be refunded to the petitioner upon the completion of the processing of the petition.~~

* * *

Sec. 20-21. - Fee schedule. ~~The Town Commission shall adopt a fee schedule by resolution for all site development plan reviews and administrative costs incurred by the Town in processing the request. All applications for a site development plan consistent with this chapter shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of two thousand dollars (\$2,000.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the~~

supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.

~~Sec. 20-22. Nonadministrative fees.~~

~~For the purpose of this article, nonadministrative costs shall be defined as follows:~~

- ~~(1) Town Architect's fee;~~
- ~~(2) Town Engineer's fee;~~
- ~~(3) Postage and/or Xerox copying fees;~~
- ~~(4) Newspaper advertising expenses;~~
- ~~(5) Title search and/or abstracting expenses;~~
- ~~(6) Legal fees.~~

* * *

Sec. 20-24. - Site development plan exceptions.

- (a) The following types of construction or alteration of a building or structure are exempt from the requirements of the site development plan review process set forth in section 20-16 of this article:
 - (1) Unenclosed structures comprising up to five hundred (500) square feet;
 - (2) Nonhabitable structures comprising up to one hundred fifty (150) square feet;
 - (3) Nonpermeable surfaces comprising up to one thousand (1,000) square feet;
 - (4) Additions to an existing building or structure with a previously approved site development plan which addition comprises up to ten (10) percent of the total building area and related ancillary improvements;
 - (5) Amendments to approved site development plan for new construction of buildings or structures which comprise up to ten (10) percent of the approved total building area or three (3) percent of the original project value.
- (b) All applications for site development plan approval pursuant to this section must meet the requirements set forth in sections 20-17 and 20-19 of this article.
- (c) The construction or alteration of a building or structure pursuant to this section shall only be permitted after approval of the construction or alteration plan by the Site Development Plan Review Committee which Committee may require modifications to the existing structures and landscaping on the property to comply with Town development standards and neighborhood compatibility.

- (d) The members of the Site Development Review Committee for the purposes of this section shall include, at a minimum, the Chief Building Official, Town Planner, Fire Marshal, Town Engineer and one at-large member appointed by the Town Commission.
- (e) The fee for site development plan applications pursuant to this section ~~shall be a nonrefundable application fee of fifty dollars (\$50.00) plus the nonadministrative costs incurred by the Town in processing the application. An initial deposit of five hundred dollars (\$500.00) shall be required before filing the application as a deposit on the nonadministrative fees.~~ shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of five hundred dollars (\$500.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.

Section 3: That Chapter 21, "Signs and Advertising", Article II, "Signs", of the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended as follows:

* * *

Sec. 21-71. - Application fee; deposit for consultants. ~~on nonadministrative costs.~~

~~For a~~ All applications for a sign variance from this chapter shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of five hundred dollars (\$500.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request. ~~there shall be a nonrefundable fee in the amount of two hundred dollars (\$200.00) for processing the application and a deposit of five hundred dollars (\$500.00) for nonadministrative costs as defined below:~~

- (1) ~~Town Architect's fee;~~
- (2) ~~Town Engineer's fee;~~
- (3) ~~Postage and other mailing expenses;~~

- ~~(4) — Xerox or other copying expenses;~~
- ~~(5) — Newspaper advertising expenses;~~
- ~~(6) — Title search and/or abstracting expenses;~~
- ~~(7) — Legal fees.~~

* * *

Section 4: That Chapter 23, “Subdivisions”, of the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended as follows:

Sec. 23-1. - Submittal of plat; application and permit fee, cash deposit.

~~(a) — Any person submitting a plat for approval by the Town shall pay the Town concurrently with submittal of the application a nonrefundable application and permit fee of five hundred dollars (\$500.00) and shall place an initial cash deposit of seven thousand dollars (\$7,000.00) with the Town to pay all costs incurred by the Town in processing the application for plat approval, subject to the provisions for payment and refund as provided in this chapter. Whenever the deposit balance is twenty (20) percent or less than the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy five (75) percent of the initial deposit. Several supplemental deposits may be required depending the complexity of the review process. All applications for a plat shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of two thousand dollars (\$2,000.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.~~ In addition to all other requirements in connection with such submission, at the time any application for a permit is filed with the Town for the construction of any of the improvements required in connection with the plat, including, but not limited to, streets, alleys, roads, water lines, storm drainage facilities, and wastewater and sanitary sewage lines and appurtenances thereto, such person shall deposit with the Town a sum of money in cash equal to ten (10) percent of the estimated cost of the construction of the improvement for which the

permit is sought, said amount being based upon a preliminary cost estimate computed by the developer's engineer and approved by the Town Engineer.

~~(b) Any individual seeking the Town's review and approval of an amendment to a previously approved and recorded plat shall file an application therefor with the Building Department. The applicant shall pay a nonrefundable review fee of seven hundred fifty dollars (\$750.00) concurrently with submittal of the application.~~

~~Sec. 23-2. Town's expenses in reviewing plats to be deducted from deposits.~~

~~The Town shall deduct from the required cash deposit the actual costs of services performed by or for the Town in the review and approval of the plat and in connection with the construction and installation of the plat improvements, including, but not limited to, the costs incurred in administrative expenses, plat review, engineering, inspection, legal, advertising, testing, borings and corings, based upon the invoices or statement for such services as approved by the Town Commission.~~

~~Sec. 23-3. Developer to be furnished statement of charges against deposit.~~

~~The developer, that is, the entity submitting the plat for approval, shall be furnished, upon request for same being submitted to the Town in writing, a written statement as to each charge made against such deposit, which statement shall include the amount of the charge, the service or services performed, and the name of the party performing the service. The written statement to be provided by the Town as aforesaid shall not be requested more often than once a month.~~

~~Sec. 23-4. Refund of credit balance.~~

~~If upon final approval of the plat by the Town Commission and the subsequent recording of the plat in the plat book records of the County, and the completion of all improvements required in connection with the plat and the acceptance of same by the Town Commission upon the recommendation of the Town Engineer there shall be a credit balance in the required deposit, then the Town shall refund the credit balance to the developer within thirty (30) days of the recording of the plat and the acceptance of the improvements by the Town.~~

~~Sec. 23-5. Withdrawal of request for plat approval; refund of credit balance.~~

~~If a request for plat approval is withdrawn by the developer or applicant for same in writing, the Town shall refund to the developer and/or applicant the credit balance, if any, in the required deposit within thirty (30) days of the receipt by the Town of the request for withdrawal of the request for plat approval.~~

Section 5: That Chapter 28, “Zoning”, Article II, “Administration”, and Article III, “District Regulations” of the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended as follows:

Sec. 28-71. - Amount.

~~(a) For all applications for changes in zoning classifications and for all applications for variances from the existing ordinances, there shall be a nonrefundable fee of five hundred dollars (\$500.00) for processing the application and an initial deposit of seven thousand dollars (\$7,000.00) for nonadministrative costs as defined in section 28-72. Whenever the deposit balance is twenty (20) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75) percent of the initial deposit. Several supplemental deposits may be required depending upon the complexity of the review request. shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of two thousand dollars (\$2,000.00) for consultant and hearing examiner costs required for certain reviews except for variances for individual mobile home lots and single family residences. For variances for individual mobile home lots, single family residences and variances from the sign ordinance the initial deposit shall be five hundred dollars (\$500.00) for consultant and hearing examiner costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.~~

~~(b) All applications for variances from the existing ordinances for individual mobile home lots and single family residences shall require a nonrefundable fee of five hundred dollars (\$500.00) for processing the application and an initial deposit of five hundred dollars (\$500.00) for nonadministrative costs as defined in Section 28-72.~~

Sec. 28-72. — Nonadministrative costs.

For the purpose of this division, the nonadministrative costs shall be defined as follows:

- ~~(1) — Town Architect's fee;~~
- ~~(2) — Town Engineer's fee;~~
- ~~(3) — Postage and other mailing expenses;~~
- ~~(4) — Xerox or other copying expenses;~~
- ~~(5) — Newspaper advertising expenses;~~

~~(6) Title search and/or abstracting expenses;~~

~~(7) Legal fees.~~

* * *

Sec. 28-85.1. - Application fees and cost deposit. For applications for special exceptions there shall be a nonrefundable fee of five hundred dollars (\$500.00) for processing the application and an initial deposit of six thousand dollars (\$6,000.00) for nonadministrative costs as defined in section 28-72. Whenever the deposit balance is twenty (20) percent or less of the initial deposit, a supplemental deposit of two thousand dollars (\$2,000.00) will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. Additional supplemental deposits may be required depending upon the complexity of the review request. All applications for a special exception consistent with this chapter shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of two thousand dollars (\$2,000.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.

* * *

Sec. 28-188.2. - Special permit application fee. The Town Commission shall adopt by resolution the special permit application fee and initial deposit for nonadministrative costs for special permit applications as set forth in Section 28-188. All applications for a special permit consistent with this chapter shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of two thousand dollars (\$2,000.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.

* * *

Sec. 28-214. - Applications for special permits.

* * *

- (b) ~~In addition to the foregoing, the applicant shall make application on forms provided by the Town deposit with the Clerk Commissioner the sum of Two Thousand Five Hundred Dollars (\$2,500.00), Five Hundred Dollars (\$500.00) of which shall be a nonrefundable processing fee in connection with the application. The balance of Two Thousand Dollars (\$2,000.00) is a cost recovery deposit for the anticipated expenses incurred by Town in processing the application. Whenever the cost recovery deposit balance is twenty percent (20%) or less of the initial deposit, a supplemental deposit in the amount of One Thousand Dollars (\$1,000.00) will be required before any further review or processing of the application continues. The applicant will be notified when a supplemental deposit is required, and several supplemental deposits may be required depending upon the complexity of the application. For the purpose of this Section, the nonadministrative cost shall be defined as follows:~~

- ~~(1) Town Planner's fee;~~
- ~~(2) Town Engineer's fee;~~
- ~~(3) Postage and other mailing expenses;~~
- ~~(4) Photocopy expenses;~~
- ~~(5) Newspaper advertising expenses; and,~~
- ~~(6) Legal fees.~~

~~The portion of the deposits not required for the payment of nonadministrative cost shall be refunded to the applicant when the application processing is completed.~~

All applications for a special permit consistent with this chapter shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of two thousand dollars (\$2,000.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.

* * *

Section 6: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 7: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or re-lettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 8: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 9: That this Ordinance shall be in force and take effect as provided by law.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2021.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2021.

ATTEST:

REYNOLD DIEUVIELLE
Clerk-Commissioner

GEOFFREY JACOBS
Mayor-Commissioner

Town of Pembroke Park
Ordinance No.

Approved as to form and legal sufficiency

Melissa P. Anderson
Town Attorney

ORDINANCE NO. 2021-

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ALLOWING THE TOWN TO CHARGE COSTS ASSOCIATED WITH PROCESSING DEVELOPMENT APPLICATIONS TO THE APPLICANT; IN FURTHERANCE THEREOF, AMENDING THE TOWN OF PEMBROKE PARK CODE SECTIONS 10-57, 13.5-75, 20-1, 20-24, 21-71, 23-1, 28-71, 28-85.1, 28-188.2, and 28-214; DELETING SECTIONS 10-58, 20-22, 23.2, 23.3, 23.4, 23.5 AND 28.72 OF THE TOWN CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Florida Constitution, grants municipalities the power to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, Section 166.021, Florida Statutes, referred to as the Municipal Home Rule Powers Act, grants all municipalities the expansive home rule power contemplated by the Florida Constitution; and

WHEREAS, the Town of Pembroke Park (the “Town”) desires to offset the cost to the Town for development applications by establishing a Fee Schedule and charging fees to development applicants for the review and processing by Town staff of such applications;

WHEREAS, it is in the best interest of the Town to charge the costs associated with processing development applications to the applicant (“development application fees”) and not the general public, thereby placing the burden of such costs directly on the party benefiting from such application; and

WHEREAS, the Town must amend its Code of Ordinances in order to establish such development application fees.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE
TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That Chapter 10, “Variances and Appeals”, Article I, Administration” of the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended as follows:

* * *

Sec. 10-57. - Application fee; deposit for consultants on nonadministrative costs.

For all applications for variances from provisions of this chapter there shall be a shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require nonrefundable fee of five hundred dollars (\$500.00) for processing the application and an initial deposit of two thousand dollars (\$2,000.00) for consultant and hearing examiner costs required for certain reviews nonadministrative costs as defined in Section 10-58. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.

~~Sec. 10-58. - Nonadministrative costs defined.~~

~~For the purpose of this article, nonadministrative costs shall be defined as follows:~~

- ~~(a) Town Consultant Planner's fee;~~
- ~~(b) Town Engineer's fee;~~
- ~~(c) Postage and other mailing expenses;~~
- ~~(d) Photocopying expenses;~~
- ~~(e) Newspaper advertising expenses;~~
- ~~(f) Title search and/or abstracting expenses; and~~
- ~~(g) Town's legal fees.~~

* * *

Section 2: That Chapter 13.5, “Land Development,” Article VII, “Platting Regulations”, of the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended as follows:

* * *

Sec. 13.5-75. - Changes to previously approved plats (delegation requests).

* * *

(b) *Number of copies, processing and actions.*

* * *

- (2) The applicant shall pay a ~~cost recovery fee deposit~~ as established by resolution of the Town Commission to process the request.

* * *

Section 3: That Chapter 20, “Planning and Development,” Article I, “In General” and Article II, “Site Development Plan” of the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended as follows:

* * *

Sec. 20-1. - Land use plan amendment, petition procedure.

- (a) Every petitioner for an amendment to the land use plan of the Town of Pembroke Park shall file a petition therefor with the Town on such form, or forms, as may be promulgated from time to time by the Town.
- (b) Such petition shall include, inter alia, the legal description of the property for which the land use amendment is sought, the present land use classification, the requested land use classification, the reasons and justification for the requested land use amendment, the address of the subject property, and the name, address and telephone number of the petitioner. In the event the petitioner is someone other than the owner of the subject property, such petitioner shall include the name, address and telephone number of the owner. The petition shall be signed and sworn to by the petitioner, and in the event the petitioner is someone other than the owner of the subject property, the petition must also

be signed and sworn to by the owner who shall state on the petition that the owner has authorized the petitioner to file the petition for the land use amendment.

- (c) ~~The Town Commission shall establish by resolution a schedule for the nonrefundable filing fee and the initial cost deposit for nonadministrative costs as relating to the application. All petitions for a land use plan amendment shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of two thousand dollars (\$2,000.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.~~

- (d) ~~For the purpose of this section, the nonadministrative costs shall include and be defined as follows:~~

- ~~(1) Town Planner's fee;~~
- ~~(2) Town Engineer's fee;~~
- ~~(3) Town Building Official's fee;~~
- ~~(4) Postage and other mailing expenses;~~
- ~~(5) Photocopying expenses;~~
- ~~(6) Newspaper advertising expenses;~~
- ~~(7) Title search and/or abstracting expenses;~~
- ~~(8) Legal fees.~~

~~Any portion of the deposit not required for the payment of nonadministrative costs shall be refunded to the petitioner upon the completion of the processing of the petition.~~

* * *

Sec. 20-21. - Fee schedule. ~~The Town Commission shall adopt a fee schedule by resolution for all site development plan reviews and administrative costs incurred by the Town in processing the request. All applications for a site development plan consistent with this chapter shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of two thousand dollars (\$2,000.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the~~

supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.

~~Sec. 20-22. Nonadministrative fees.~~

~~For the purpose of this article, nonadministrative costs shall be defined as follows:~~

- ~~(1) Town Architect's fee;~~
- ~~(2) Town Engineer's fee;~~
- ~~(3) Postage and/or Xerox copying fees;~~
- ~~(4) Newspaper advertising expenses;~~
- ~~(5) Title search and/or abstracting expenses;~~
- ~~(6) Legal fees.~~

* * *

Sec. 20-24. - Site development plan exceptions.

- (a) The following types of construction or alteration of a building or structure are exempt from the requirements of the site development plan review process set forth in section 20-16 of this article:
 - (1) Unenclosed structures comprising up to five hundred (500) square feet;
 - (2) Nonhabitable structures comprising up to one hundred fifty (150) square feet;
 - (3) Nonpermeable surfaces comprising up to one thousand (1,000) square feet;
 - (4) Additions to an existing building or structure with a previously approved site development plan which addition comprises up to ten (10) percent of the total building area and related ancillary improvements;
 - (5) Amendments to approved site development plan for new construction of buildings or structures which comprise up to ten (10) percent of the approved total building area or three (3) percent of the original project value.
- (b) All applications for site development plan approval pursuant to this section must meet the requirements set forth in sections 20-17 and 20-19 of this article.
- (c) The construction or alteration of a building or structure pursuant to this section shall only be permitted after approval of the construction or alteration plan by the Site Development Plan Review Committee which Committee may require modifications to the existing structures and landscaping on the property to comply with Town development standards and neighborhood compatibility.

- (d) The members of the Site Development Review Committee for the purposes of this section shall include, at a minimum, the Chief Building Official, Town Planner, Fire Marshal, Town Engineer and one at-large member appointed by the Town Commission.
- (e) The fee for site development plan applications pursuant to this section ~~shall be a nonrefundable application fee of fifty dollars (\$50.00) plus the nonadministrative costs incurred by the Town in processing the application. An initial deposit of five hundred dollars (\$500.00) shall be required before filing the application as a deposit on the nonadministrative fees.~~ shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of five hundred dollars (\$500.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.

Section 3: That Chapter 21, “Signs and Advertising”, Article II, “Signs”, of the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended as follows:

* * *

Sec. 21-71. - Application fee; deposit for consultants. ~~on nonadministrative costs.~~

~~For a~~ All applications for a sign variance from this chapter shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of five hundred dollars (\$500.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request. ~~there shall be a nonrefundable fee in the amount of two hundred dollars (\$200.00) for processing the application and a deposit of five hundred dollars (\$500.00) for nonadministrative costs as defined below:~~

- (1) ~~Town Architect's fee;~~
- (2) ~~Town Engineer's fee;~~
- (3) ~~Postage and other mailing expenses;~~

- ~~(4) — Xerox or other copying expenses;~~
- ~~(5) — Newspaper advertising expenses;~~
- ~~(6) — Title search and/or abstracting expenses;~~
- ~~(7) — Legal fees.~~

* * *

Section 4: That Chapter 23, “Subdivisions”, of the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended as follows:

Sec. 23-1. - Submittal of plat; application and permit fee, cash deposit.

~~(a) — Any person submitting a plat for approval by the Town shall pay the Town concurrently with submittal of the application a nonrefundable application and permit fee of five hundred dollars (\$500.00) and shall place an initial cash deposit of seven thousand dollars (\$7,000.00) with the Town to pay all costs incurred by the Town in processing the application for plat approval, subject to the provisions for payment and refund as provided in this chapter. Whenever the deposit balance is twenty (20) percent or less than the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy five (75) percent of the initial deposit. Several supplemental deposits may be required depending the complexity of the review process. All applications for a plat shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of two thousand dollars (\$2,000.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.~~ In addition to all other requirements in connection with such submission, at the time any application for a permit is filed with the Town for the construction of any of the improvements required in connection with the plat, including, but not limited to, streets, alleys, roads, water lines, storm drainage facilities, and wastewater and sanitary sewage lines and appurtenances thereto, such person shall deposit with the Town a sum of money in cash equal to ten (10) percent of the estimated cost of the construction of the improvement for which the

permit is sought, said amount being based upon a preliminary cost estimate computed by the developer's engineer and approved by the Town Engineer.

~~(b) Any individual seeking the Town's review and approval of an amendment to a previously approved and recorded plat shall file an application therefor with the Building Department. The applicant shall pay a nonrefundable review fee of seven hundred fifty dollars (\$750.00) concurrently with submittal of the application.~~

~~Sec. 23-2. Town's expenses in reviewing plats to be deducted from deposits.~~

~~The Town shall deduct from the required cash deposit the actual costs of services performed by or for the Town in the review and approval of the plat and in connection with the construction and installation of the plat improvements, including, but not limited to, the costs incurred in administrative expenses, plat review, engineering, inspection, legal, advertising, testing, borings and corings, based upon the invoices or statement for such services as approved by the Town Commission.~~

~~Sec. 23-3. Developer to be furnished statement of charges against deposit.~~

~~The developer, that is, the entity submitting the plat for approval, shall be furnished, upon request for same being submitted to the Town in writing, a written statement as to each charge made against such deposit, which statement shall include the amount of the charge, the service or services performed, and the name of the party performing the service. The written statement to be provided by the Town as aforesaid shall not be requested more often than once a month.~~

~~Sec. 23-4. Refund of credit balance.~~

~~If upon final approval of the plat by the Town Commission and the subsequent recording of the plat in the plat book records of the County, and the completion of all improvements required in connection with the plat and the acceptance of same by the Town Commission upon the recommendation of the Town Engineer there shall be a credit balance in the required deposit, then the Town shall refund the credit balance to the developer within thirty (30) days of the recording of the plat and the acceptance of the improvements by the Town.~~

~~Sec. 23-5. Withdrawal of request for plat approval; refund of credit balance.~~

~~If a request for plat approval is withdrawn by the developer or applicant for same in writing, the Town shall refund to the developer and/or applicant the credit balance, if any, in the required deposit within thirty (30) days of the receipt by the Town of the request for withdrawal of the request for plat approval.~~

Section 5: That Chapter 28, “Zoning”, Article II, “Administration”, and Article III, “District Regulations” of the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended as follows:

Sec. 28-71. - Amount.

~~(a) For all applications for changes in zoning classifications and for all applications for variances from the existing ordinances, there shall be a nonrefundable fee of five hundred dollars (\$500.00) for processing the application and an initial deposit of seven thousand dollars (\$7,000.00) for nonadministrative costs as defined in section 28-72. Whenever the deposit balance is twenty (20) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75) percent of the initial deposit. Several supplemental deposits may be required depending upon the complexity of the review request. shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of two thousand dollars (\$2,000.00) for consultant and hearing examiner costs required for certain reviews except for variances for individual mobile home lots and single family residences. For variances for individual mobile home lots, single family residences and variances from the sign ordinance the initial deposit shall be five hundred dollars (\$500.00) for consultant and hearing examiner costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.~~

~~(b) All applications for variances from the existing ordinances for individual mobile home lots and single family residences shall require a nonrefundable fee of five hundred dollars (\$500.00) for processing the application and an initial deposit of five hundred dollars (\$500.00) for nonadministrative costs as defined in Section 28-72.~~

Sec. 28-72. — Nonadministrative costs.

For the purpose of this division, the nonadministrative costs shall be defined as follows:

- ~~(1) — Town Architect's fee;~~
- ~~(2) — Town Engineer's fee;~~
- ~~(3) — Postage and other mailing expenses;~~
- ~~(4) — Xerox or other copying expenses;~~
- ~~(5) — Newspaper advertising expenses;~~

~~(6) Title search and/or abstracting expenses;~~

~~(7) Legal fees.~~

* * *

Sec. 28-85.1. - Application fees and cost deposit. For applications for special exceptions there shall be a nonrefundable fee of five hundred dollars (\$500.00) for processing the application and an initial deposit of six thousand dollars (\$6,000.00) for nonadministrative costs as defined in section 28-72. Whenever the deposit balance is twenty (20) percent or less of the initial deposit, a supplemental deposit of two thousand dollars (\$2,000.00) will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. Additional supplemental deposits may be required depending upon the complexity of the review request. All applications for a special exception consistent with this chapter shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of two thousand dollars (\$2,000.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.

* * *

Sec. 28-188.2. - Special permit application fee. The Town Commission shall adopt by resolution the special permit application fee and initial deposit for nonadministrative costs for special permit applications as set forth in Section 28-188. All applications for a special permit consistent with this chapter shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of two thousand dollars (\$2,000.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.

* * *

Sec. 28-214. - Applications for special permits.

* * *

- (b) ~~In addition to the foregoing, the applicant shall make application on forms provided by the Town deposit with the Clerk Commissioner the sum of Two Thousand Five Hundred Dollars (\$2,500.00), Five Hundred Dollars (\$500.00) of which shall be a nonrefundable processing fee in connection with the application. The balance of Two Thousand Dollars (\$2,000.00) is a cost recovery deposit for the anticipated expenses incurred by Town in processing the application. Whenever the cost recovery deposit balance is twenty percent (20%) or less of the initial deposit, a supplemental deposit in the amount of One Thousand Dollars (\$1,000.00) will be required before any further review or processing of the application continues. The applicant will be notified when a supplemental deposit is required, and several supplemental deposits may be required depending upon the complexity of the application. For the purpose of this Section, the nonadministrative cost shall be defined as follows:~~

- ~~(1) Town Planner's fee;~~
- ~~(2) Town Engineer's fee;~~
- ~~(3) Postage and other mailing expenses;~~
- ~~(4) Photocopy expenses;~~
- ~~(5) Newspaper advertising expenses; and,~~
- ~~(6) Legal fees.~~

~~The portion of the deposits not required for the payment of nonadministrative cost shall be refunded to the applicant when the application processing is completed.~~

All applications for a special permit consistent with this chapter shall be accompanied by a nonrefundable fee, as set forth by the Town Commission by means of a resolution. The Town Manager or his or her designee may require an initial deposit of two thousand dollars (\$2,000.00) for consultant costs required for certain reviews. Whenever the deposit balance is twenty (20%) percent or less of the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75%) percent of the initial deposit. Several supplemental deposits may be required depending on the complexity of the review request.

* * *

Town of Pembroke Park
Ordinance No.

Section 6: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 7: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or re-lettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 8: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 9: That this Ordinance shall be in force and take effect as provided by law.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2021.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2021.

ATTEST:

REYNOLD DIEUVIELLE
Clerk-Commissioner

GEOFFREY JACOBS
Mayor-Commissioner

Town of Pembroke Park
Ordinance No.

Approved as to form and legal sufficiency

Melissa P. Anderson
Town Attorney

ORDINANCE NO. 2021-001

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 7, ARTICLE I OF THE PEMBROKE PARK CODE OF ORDINANCES TO ALLOW FOR A SPECIAL MAGISTRATE TO PRESIDE OVER CODE ENFORCEMENT CASES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Florida Constitution, grants municipalities the power to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, Section 166.021, Florida Statutes, referred to as the Municipal Home Rule Powers Act, grants all municipalities the expansive home rule power contemplated by the Florida Constitution; and

WHEREAS, Section 162.05 of the Florida Statutes provides that local governments may adopt an ordinance giving a special magistrate the power to hear and decide code enforcement board cases as an alternative to the code enforcement board; and

WHEREAS, the Town Commission desires to pass an ordinance allowing a Special Magistrate to hear and decide code enforcement cases within the Town of Pembroke Park (the “Town”) in order to facilitate expeditious and equitable code enforcement within the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That Chapter 7, “Code Enforcement”, of the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended as follows:

Chapter 7 - CODE ENFORCEMENT

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:

* * *

Notice(s) or Notify, as used in this Chapter, shall have the meaning set forth in Section 162.12, Florida Statutes.

* * *

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 the Town by providing an equitable, expeditious, effective and inexpensive method of enforcing the hereinafter described ordinances of the Town.~~

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 Fla. Stat. §§ 162.21, et seq. The Town, by this chapter, hereby implements the procedures set forth in Florida Statutes, Chapter 162, as amended, in its entirety.

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, of ordinances relating to the following subjects:

- ~~(1) Advertising;~~
- ~~(2) Animals and fowl;~~
- ~~(3) Parks and recreation;~~
- ~~(4) Bicycles;~~
- ~~(5) Buildings;~~
- ~~(6) Fire protection and prevention;~~
- ~~(7) Flood damage prevention;~~
- ~~(8) Health and sanitation;~~
- ~~(9) Junked and abandoned vehicles;~~
- ~~(10) Licenses;~~

- (11) ~~Mobile living units;~~
- (12) ~~Sales;~~
- (13) ~~Streets and sidewalks;~~
- (14) ~~Theaters;~~
- (15) ~~Vegetation;~~
- (16) ~~Water and sewers;~~
- (17) ~~Zoning, as is now existing or as may be amended by ordinances from time to time.~~

Sec. 7-4. - Duties of town attorney.

The Town Attorney and/or any Assistant 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.

Sec. 7-5. - Code Inspectors to initiate proceedings.

- (a) ~~The Code Inspectors have the primary duty of enforcing the various ordinances and/or codes, as described in section 7-3, and of initiating enforcement proceedings before that Board; however, no member of the Board shall have the power to initiate such enforcement proceedings. 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 in subsections (c) and (d), if a violation of the codes is found, the Code Inspector shall notify the violator and give him the alleged violator a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the Code Inspector shall notify the Code Enforcement Board and request a hearing. The town Code Enforcement Board, through its clerical staff, shall schedule a hearing, and written notice of such hearing shall be hand delivered or mailed as provided in Section 162.12, Florida Statutes, to said violator. At the option of the Code Enforcement Board, notice may additionally be served by publication or posting as provided in Section 162.12, Florida Statutes. 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 Board 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 notify the Code Enforcement Board and request a hearing and notice shall be provided to the violator. A repeat violation shall have the same definition as provided in Section 162.04, Fla. Stat., as amended. The Code Enforcement Board, through its clerical staff, shall schedule a hearing and shall provide notice pursuant to Section 162.12, Florida Statutes. The case may be presented to the Enforcement Board even if the repeat violation has been corrected prior to the Board hearing, and the notice shall so state.
- (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 immediately notify the Code Enforcement Board and 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.

Sec. 7-6. - Conduct of hearing.

- (a) ~~The Board shall have a regularly scheduled hearing on the fourth Thursday of each month. The regularly scheduled Board hearing may be cancelled or rescheduled by a motion approved by a majority of those members present and voting at a Board hearing. Upon request of the Code Inspector, or at such other times as may be necessary, the Chairman of the Board may call a hearing of the Board. 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 for the proper performance of its duties.~~
- (b) ~~Each case before the Board 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 before the Board, it shall be entitled to recover all costs incurred from prosecuting the case before the Board.~~
- (c) ~~The Board shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The Board shall take testimony from the Code Inspector and alleged violator. 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, ~~in the opinion of the Board~~, 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 civil actions. ~~The Chairman of the Board may exclude irrelevant or unduly repetitious evidence.~~
- (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) ~~At the conclusion of the hearing, t~~The Board or Special Magistrate shall issue findings of fact and conclusions of law, based upon a preponderance of the evidence presented at hearing of record and conclusions of law, and shall issue a written order affording the proper relief consistent with the powers granted herein. For the Board, The 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.

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, ~~and witnesses, and evidence to be present at the relevant to its hearing(s)~~ (subpoenas may be served by the Sheriff of Broward County);
- ~~(c) Subpoena evidence to its hearings;~~
- ~~(d) Take testimony under oath, including without limitation direct examination of any witnesses; and~~
- ~~(e) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.~~

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 by the Board 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 Section 7-5(d), ~~the Board shall notify 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 Board ~~shall consider 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 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.

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.

Sec. 7-10. - Findings of Board; enforcement order; appeals.

- (a) Every enforcement order ~~of the Board shall be signed by the Chairman and~~ 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.

* * *

ARTICLE II. - CODE ENFORCEMENT BOARD HEARINGS

* * *

Sec. 7-32. - Clerk.

The Town Commission shall appoint a Town employee to be the Board Code Enforcement Clerk, who shall perform the functions assigned to the clerk as set forth in this chapter. ~~For the purpose of administering this chapter, the Board may call upon the Town Commission to furnish such other Town employees as may be necessary to carry on or assist the Board in performing its functions and duties under this chapter.~~

* * *

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.

* * *

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.
- (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, or demolition, or other legal remedies as determined by the Town Attorney.

* * *

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 copy of the citation with the Code Enforcement Clerk of the ~~Code Enforcement Board~~ for processing.

* * *

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 of the ~~Code Enforcement Board~~ and correct the violation within fourteen (14) calendar days after issuance of the citation.

* * *

Section 2: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Town of Pembroke Park
Ordinance No.

Section 3: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or relettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 4: That all Ordinances, parts of Ordinances, 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 Ordinance shall be in force and take effect as provided by law.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2021.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2021.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARLEN
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

ORDINANCE NO. 2021-002

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, MODIFYING A VARIANCE GRANTED IN 2001 RELATING TO A PORTION OF LOT 2, BLOCK 13, IN SECTION 23, TOWNSHIP 51 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 13, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Florida Constitution, grants municipalities the power to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, on February 13, 2002, upon the recommendation of the Town's Hearing Examiner, the Town of Pembroke Park Town Commission (the "Commission") passed an ordinance granting a series of variances for the property located at 2350 SW 30 Ave (the "Property"); and

WHEREAS, the Variance Ordinance (Ordinance 02-02-01) allowed for: a reduction in the required perimeter setback on the south property line from 10 feet to zero feet, a reduction in the required number of parking spaces from 31 to 22, a reduction from the average 10 foot wide landscaped area around the building near the parking spaces, and for 3 driveway connections to the street for the property; and

WHEREAS, the current owner of the Property has requested a modification to the portion of the Variance Ordinance which allowed a reduction in the amount of required parking spaces, but limited the property to operating as an "antique store"; and

WHEREAS, the Hearing Examiner held a hearing on the requested Variance Ordinance modification on December 17, 2020, beginning at 5:00 p.m. at Town Hall of the Town of Pembroke Park, 3150 SW 52nd Avenue, Pembroke Park, Florida, 33023. The Hearing Examiner considered evidence provided by the Petitioner and its witnesses; the Town and its representative(s); report and testimony of Michael Miller, Town of Pembroke Park Consultant Town Planner; and documentary evidence and reports; and

WHEREAS, the Hearing Officer's report (attached as "Exhibit A") recommended that the Pembroke Park Town Commission grant the requested Variance Ordinance modifications.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: The Variance Ordinance modifications requested by the owner of 2350 SW 30 Ave. are hereby granted, subject to the list of expanded use limitations set forth in Exhibit B attached hereto.

Section 2: The Hearing Officer's report ("Exhibit A") is hereby incorporated and made a part of this Ordinance.

Section 3: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: That all Ordinances, parts of Ordinances, 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 Ordinance shall be in force and take effect as provided by law.

PASSED AND ADOPTED on First Reading this 13th day of January, 2021.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2021.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARLEN
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

TOWN OF PEMBROKE PARK, FLORIDA

IN RE: ZONING VARIANCE PETITION CASE NO. 20-436

**2350 SW 30 AVENUE PROPERTIES, LLC
2350 SW 30 AVE
PEMBROKE PARK, FL 33009,**

Petitioner.

_____ /

REPORT OF HEARING EXAMINER AND NOTICE OF FILING

THIS MATTER came on to be considered before the undersigned Hearing Examiner¹, HARRY HIPLER, of the Town of Pembroke Park, Florida, on December 17, 2020 beginning at 5:00 p.m. at Town Hall of the Town of Pembroke Park, 3150 SW 52nd Avenue, Pembroke Park, Florida, 33023 pursuant to a Petition for Zoning Variance which is a variance modification. The Hearing Examiner considered evidence provided by the Petitioner and its witnesses; the Town and its representative(s); Report and testimony of Michael Miller, Town of Pembroke Park Consultant Town Planner; the documentary evidence and reports presented, copies of which are either attached hereto or made reference to in this Report of Hearing

¹ Pembroke Park has hearing officer, which is called a Hearing Examiner according to Sections 28-36 to Sections 28-79, code of ordinances. These proceedings are quasi-judicial proceedings. This Report of the Hearing Examiner is a recommendation, subject to the Town Commission's ultimate decision to determine whether this petition should be granted or denied. Any recommendation made by the Hearing Examiner is not binding on the Town Commission. See Section 28-75, code of ordinances, which provides as follows: (b) "The Hearing Examiner shall serve in an advisory capacity to the Town Commission with respect to owner-initiated, site-specific rezoning and zoning variance requests, and in such capacity shall not make final determinations. (c) All decisions of the Hearing Examiner shall be in the form of a recommendation to the Town Commission. Only a party of record, or his or her representative, who has filed a request for appearance shall be afforded the right to address the Town Commission." However, as is the case at all public hearings, there are public comments that can be made by the general public as concerns the subject petition.

Examiner that include the Petitioner's Petition for Zoning Variance and Pembroke Park Consultant Planner Planning Report and attachments; any other documents presented; any public comments. This matter was duly noticed in Pembroke Park, and advertised in the South Florida Sun-Sentinel by the town attorney. The public was given notice by the town as required by law, and any public comments were considered by the Hearing Examiner in making this Report and Recommendation.²

FINDINGS

After considering the evidence, documents, and attachments presented, the Hearing Examiner finds and reports the following to the town commission of Pembroke Park, Florida:

1. A Petition for Zoning Variance³ was filed in accordance with Pembroke Park Ordinance, Section 28-51, *et. seq.*, on or about August 3, 2020 requesting a zoning variance of specific conditions existing on real property located at 2350 SW 30 Avenue, Pembroke Park, Florida 33023, and which is legally described in the Town's notice and Petitioner's Petition for Zoning Variance as follows: **SUB OF 21-51-42 B-13 D LOT 2 S 100 OF N 614.60 LESS E 40 LYING W OF ST RD 9 TOGETHER WITH LOT 2 LYING W OF ST RD 9 R/W LESS N 430 & LESS S 162 OF N 676.59 EXCEPT E 40,BLK 13. Parcel ID: 5142 21 01 0108.**

HISTORY AND BACKGROUND

² See State of Florida, Office of the Governor, Executive Order Number 20-69, which provides in Section 2: "Local government bodies may utilize communications media technology, such as telephone and video conferencing, as provided in section 120.54 (5)(b)2, Florida Statutes.

³ Petitioner seeks a "...variance amendment to existing variance allowed reduced parking spaces for an antique store to allow for additional uses already permitted under the Light Industrial Zoning District." Further, as details of unnecessary hardship, Petitioner states: "Antique stores have suffered tremendously from the advent of the online marketplace. Where at one time there were dozens of antique stores in both Pembroke Park and Hollywood, there is now just one or a few remaining. This variance amendment will allow the property to be used by one of the permitted uses in the existing zoning district with a similar parking requirement." See Petitioner's Application for Zoning Variance as filed. In essence, Petitioner's request is for a modification of the existing variance granted in 2001-02.

2. In 2001-02, the then owner of Tower Bridge Antiques located at 2350 SW 30 Avenue, Pembroke Park made application to the Town for a Site Development Plan along with an application for five (5) variances. Zoning variances applied for at that time included: (1) provide a zero foot setback at one location when ten (10) feet was required; (2) allow a 5'2" setback at another location when ten (10) feet was required; (3) allow a reduction of the landscaping areas around the building when ten (10) feet was required; (4) allow three (3) driveways to be built when only two (2) were permitted; and (5) reduction in the amount of parking spaces from 31 parking spaces to 22 parking spaces. See Town of Pembroke Park Hearing Examiner's Report and Recommendation, Case No. 01-424. The justification was that antique stores do not need much parking spaces, which is a valid basis for allowing a parking reduction, and as such the 2001-2 variance application was approved by the Town Commission as per Ordinance No. 02-01-01.

3. However, there was a condition that the only use that could occupy the site was antique stores which was acceptable to the owner and the Town, because antique stores do not create parking problems on account of the fact that they are not "in and out" retail stores or other such businesses that attract lots of customers who may remain for different periods of time, long and short, and who may go in and out frequently; and therefore this condition applied until and if that site was sold to a future owner at which time this variance request for this type of business could either be maintained by the new owner, or if a new owner sought to change the type of business existing, he or she could apply for a continuation of the antique store business, or discuss the possibility of modifying the usage rather than maintaining the status quo. These conditions as per the variance – the ones mentioned in sections (1) to (5) had to be maintained including the maintenance of antique stores solely by the owner – was agreed to by the then

owner and would apply, until and if a new prospective owner sought a change in the variance arguing for a modification of the existing variance. Thus, if a future use was requested by the 2001-2 owner or any prospective future owner other than usage of an antique store that was agreed to by the then applicant at that time in 2002 and the Town, there would have to be an analysis and review of whether the existing variance would continue to exist for new and supplemental usage by a new owner for antique stores, or if a change in usage would be permitted depending on whether changing conditions existed and/or could be shown to exist. In any event, the variance that was granted in 2001-2 made it clear that the existing variance would have to exist, unless the current or prospective owner came to terms in some form for maintenance of the status quo or a modification of the variance that could include the demolition of a building on that site or some other method in allowing for additional parking in order to comply with Town Parking code requirements for some other type of business.

4. This complex was built and antique stores have operated at the site since 2001-2. This was part and parcel to the Town's redevelopment in 2001-2 to showcase this area as an antique district that could easily be seen from I-95 so that this land area remain an "appealing community front door to I-95 traffic."

5. At this time, a real estate sale is pending and/or has been completed, and the new (proposed) owner seeks to occupy this building with businesses *other than* an antique store that could include stores whose sales include carpets and rugs showrooms and perhaps additional businesses other than antique stores or a carpets and rugs showroom. Petitioner seeks to maintain the status quo as to parking spaces that are explicitly permitted solely for antique stores, even though Petitioner seeks to expand the nature and types of businesses to those other than

antique stores that could include light industrial as well as other types that will be discussed herein.

6. In 2015 the Town modified the M-1 Industrial Zoning District to include very specific land usage on account of a prior ordinance containing outdated and perhaps vague text and guidelines that was ultimately changed by the enactment of the new ordinance. Petitioner has requested “Light Industrial” uses which is not listed in the Code. The Town’s code has many uses that may not be appropriate and compatible with the Town’s goals including its business and aesthetic values that exist along I-95 as drivers drive toward Hallandale Beach Boulevard that is at the Town’s front door and remain attractive. Still, in considering the variance request of Petitioner, the Town can consider new uses in this land use area as the Town is seeking redevelopment of this land area into less industrial and perhaps more merchant oriented businesses to maintain and enhance its image and goals as an attractive business town and community, but with the understanding that there be less traffic and overflow of vehicles.

7. The Town is not unsympathetic to Petitioner’s wishes, but to allow carte blanche development in an “anything goes” environment for businesses would be inconsistent with the Town’s goals and its Comprehensive Land Use Plan that would make it inappropriate.⁴ Therefore, it is in everyone’s best interest that there are clear cut and definitive types of businesses that could exist on the subject property that may or may not include other industrial uses or carpet and rug showroom sales, but that must have low impact parking needs, and that

⁴ The Local Government Comprehensive Planning and Land Development Regulation Act ("Growth Management Act") was enacted in 1985 and codified in Chapter 163, Florida Statutes. Part II of this enactment requires local governments to follow local comprehensive land development plans, where present and future land use plan elements are considered so that there is an orderly and balanced future economic, social, physical, environmental, and fiscal development of the area. See generally Fla. Stat. Sections 163.3177(1), et seq. See also *DMB Investment Trust v. Islamorada*, 225 So.3d 312 (Fla. 3rd DCA 2017); *Surf Works, LLC v. Jacksonville Beach*, 230 So. 3d 925 (Fla. 1st DCA 2017).

could occupy the site with the limited parking needs. Thus, as will be discussed herein the Town Commission can adopt Town Planner's Option #1 or #2, or both, or its own criteria and therefore consider allowing businesses on the subject real property that fall within Option #1 or #2, or both, depending on what is in the best interest of the Town so that businesses other than antique stores may be acceptable.

8. In considering Options #1 and #2, the Town Planner has set forth a number of proposed uses that could exist on the subject real property, subject to Town Commission approval, including the possibility of maintaining the status quo if the Town Commission believes that the status quo is in the best interest of the Town, or alternatively a modification if the Town Commission believes that a change is appropriate. As such, the Town Planner's recommendations as per his list of allowable uses has been adjusted to include more uses by the future owner in Option #1 and #2 in as much as those uses do not require greater than 23 parking spaces that is consistent with the existing variance approved in 2002 in number (5) of the variance request that was approved in 2002. In an attempt to allow the new proposed owners expanded usage and the Town's goal to redevelop the subject area, it is still important to control inappropriate and unsuitable uses at this site; thus, the Town in this Petitioner's variance request is considering a recommendation of allowable uses that can be adjusted to include more uses, not less, with the caveat that such newly allowed uses if approved by the Town Commission be restricted to those contained and specifically outlined by the Town Planner in his Report and Recommendation in Options #1 and/or #2 that will not hinder the Town's desire to redevelop the subject property in accordance with its goals of quality redevelopment and changing times in the subject area without substantially increasing traffic and parking restraints.

9. Many antique districts have been hurt and some antique stores have gone out of

business or have been minimized on account of Ebay and other on-line sales outfits like Amazon that sell merchandise without having to go to a brick and mortar business store for purchases.⁵

The Town of Pembroke Park is an eclectic local government that contains residences, Manufactured Housing, RV Parks, large and small commercial businesses, and antique stores the latter of which are located adjacent to I-95, but which have diminished in number due to the economy and other economic challenges. The Town's slogan is "The Small Town that Means Big Business,"⁶ which should suggest that the Town does not restrict its businesses to one type of business; rather that slogan is consistent with a multitude of businesses presently existing in the Town and an influx of future businesses as long as they are consistent with the Town's goals. Therefore, expanding the uses of subject the real property is consistent with the Town's interests and development, subject to reasonable limitations over the types of uses that are permitted and parking and traffic concerns.

10. In lieu of Petitioner's broad and open-ended request for Light Industrial as requested by Petitioner, it is the recommendation that the Town Commission consider adopting Option #1 or Option #2, or both, that appear to allow Petitioner to expand usage of the subject

⁵ See Kailynn Bowling. Forbes. Is Brick-And-Mortar Retail Really Dying? Oct 11, 2018, whose site is <https://www.forbes.com/sites/yec/2018/10/11/is-brick-and-mortar-retail-really-dying/#73e5eb017e36>. While brick and mortgage businesses have been hurt, they are not going out of business. While many retailers have gone out of business in the digital age, this is largely due to a lack of modernization.

⁶ See Plan to Economically Redevelop Dania Beach by Focusing on Antique District. *Florida Section of American Planning Association (FAPA) (2006)* which may be reviewed at https://works.bepress.com/harry_hipler/9/. This is an example of where a small city downtown had as its base and root a foundation resting on antique shops in a specified area in the old downtown of the city, but as the presentation suggests, a local government should not have only one industry or type of business in a city, but rather many industries and businesses to allow quality development and to allow a broad based group of businesses in a small town, as long as the town's goals are met. As such, expanding the businesses beyond antique stores could make sense for this area of the Town, but only if the types of businesses were consistent with certain allowable land uses given the reduced parking situation that applies in this land use area.

real property, as long as the land uses do not substantially increase the traffic and hinder the present reduced parking situation. Of course, any business that exists on the subject real property will have to apply for a business tax receipt from the Town for any conforming businesses allowed on the subject real property in order to do business.

THE LAW

11. For a variance request, the applicant carries the burden to establish that the criteria necessary to grant the request is met. See *City of Satellite Beach v. Goersch*, 217 So.3rd 1143, 1145 (Fla. 5th DCA 2017). A variance if granted is subject to a stringent standard for relief from the literal enforcement of a zoning ordinance for the use of property in a manner that is otherwise forbidden upon a finding that enforcement of the ordinance as written would inflict practical difficulty or unnecessary hardships on a property owner. See *Auerbach v. City of Miami*, 929 So.2d 693 (Fla.3rd DCA 2006); *Herrera v. City of Miami*, 600 So.2d 561 (Fla. 3rd DCA 1992). A local government is provided with broad discretion in considering a variance request. See *City of Coral Gables v. Geary*, 383 So.2d 1127 (Fla. 3rd DCA 1980). A variance should not be granted where the use to be authorized thereby will alter the essential character of the locality, or interfere with the zoning plan for the area and with the rights of owners of other property. A variance which permits a use not authorized by an existing zoning classification set under a planned zoning of the area or neighborhood generally is not justified unless the land cannot yield a reasonable return when used only for purposes authorized in its present zoning. See *Elwyn v. City of Miami*, 113 So.2d 849 (Fla. 3rd DCA 1959).

On the other hand, the general rule in favor of a variance is that a variance may be granted when a situation is not caused by the conduct or expectations of a property owner, or

when there is an undue hardship that will result against the property owner should the local government enforce its code of ordinances, or if there would be practical difficulty applied to the owner if a variance is not granted, or if the literal enforcement of a code division will result in a hardship. See *Clarke v. Morgan*, 327 So.2d 769 (Fla. 1975); *Maturo v. City of Coral Gables*, 619 So.2d 455 (Fla. 3rd DCA 1993); *Auerbach v. City of Miami*, 929 So.2d 693 (Fla.3rd DCA 2006). Stated another way, an applicant for a variance must show that strict application of the zoning ordinance will produce unnecessary hardship with respect to his or her parcel of land that he or she did not cause. *Crossroads Lounge, Inc. v. City of Miami*, 195 So.2d 232 (Fla.3d DCA 1967).

In considering a variance request by a property owner, the town commission is also authorized to balance the interests and public welfare of the local government, and the interests of the owner of the real property to obtain a reasonable use of the private property by the owner. See *Sarasota County v. Purser*, 486 So.2d 1359 (Fla. 2nd DCA 1985); *Metropolitan Dade County v. Reineng*, 399 So.2d 379 (Fla. 3rd DCA 1981). Public interest considerations include balancing an owner's right to obtain reasonable use of its property with a local government's interest in maintaining stability and continuity in its zoning regulations and a desire to maintain quality development and growth in the community. In balancing these interests, a local government may also work with owners and developers when necessary to maximize quality development and use by considering variance requests, so long as the variance request does not hinder the public welfare and safety of the community, and the request remains consistent with zoning regulations of the local government and the Comprehensive Land Use Plan, and the law on variances is followed.⁷

⁷ In *Lee County v. Sunbelt Equities, II, Ltd. Partnership*, 619 So.2d 996 (Fla. 2nd DCA 1993), the appellate court stated: "It has never been the law that a landowner is always entitled to the

12. The Town of Pembroke Park has adopted fundamental principles as to a variance request when the Town Commission enacted Sections 28-75 and 28-76 of the Town code, which has established criteria for considering variance requests. According to the Town code, the hearing examiner may recommend, and the Town Commission may approve a variance request from the literal enforcement of a zoning ordinance whenever enforcement of the code will result in an undue hardship upon a party, when it would not endanger the health, safety, and welfare of the residents of the town, when changing conditions have occurred, when doing so there will be compliance with the Comprehensive Land Use Plan and its attendant requirements, to protect natural resources, and other listed criteria that may be considered by the hearing examiner and Town Commission, including the precedent required by Florida law. However, it is incumbent to understand that the granting or denial of a variance request rests with the local government. See *Herrera v. City of Miami*, 600 So.2d 561 (Fla. 3DCA 1992); *City of Satellite Beach v. Goersch*, 217 So.3d 1143 (Fla. 5th DCA 2017).

The Town Planner's Report and his Options #1 and #2 provided reasonable criteria for businesses that might be allowed to exist on account of the Town's concern over keeping the parking requirements and numbers the same as they presently exist, and after considering the criteria listed in page 3 of the Town Planner's Report that provide which land uses permit

'highest and best' use of his land. See *Penn Central Transportation Co. v. City of New York*, 438 U.S. 104, 98 S.Ct. 2646, 57 L.Ed.2d 631 (1978). This is not to suggest that a local government, in enacting land use codes, may disregard the landowner's rights. First of all, land use restrictions must substantially advance some legitimate state interest, or they are invalid. *Nollan v. California Coastal Commission*, 483 U.S. 825, 107 S.Ct. 3141, 97 L.Ed.2d 677 (1987). Second, they cannot be so intrusive as to deprive the landowner of reasonable economic use of the property, nor should previously permissible or "grandfathered" uses be incautiously rescinded. However, assuming a regulation is necessary for the welfare of the public, and is not physically invasive or confiscatory of some existing property right, it is within the government's "police power" to enact it, as long as the law is followed on variances. See *Village of Euclid, Ohio v. Ambler Realty Co.*, 272 U.S. 365, 47 S.Ct. 114, 71 L.Ed. 303 (1926)." *Id.*, at 1006.

parking spaces up to a maximum of 23 spaces so that the area remains the same as to parking requirements. See *Clarke v. Morgan*, 327 So.2d 769 (Fla. 1975); *Redner v. City of Tampa*, 827 So.2d 1056 (Fla. 2nd DCA 2002).

RECOMMENDATION OF HEARING EXAMINER

13. Based upon the evidence presented, the Hearing Examiner finds that approving the variance request as modified by the Town Planner in his Report in Options #1 and #2 will have no adverse effect on the Town's health, safety, and welfare. The Town Planner's recommendation of Options #1 and #2 as stated and if granted will not have any adverse effect on Petitioner's neighborhood or street and adjacent properties. The Town seeks quality redevelopment in the subject land area under review, but only if the parking requirements and numbers of spaces remain the same, and that it would appear that granting this variance relief in accordance with the Town Planner's recommendation Options #1 and #2 should enhance and improve the subject real property and the neighboring land on account of changing conditions in the neighborhood and permit the new owner a reasonable and best use of the subject real property without causing Petitioner an unnecessary hardship or any infliction of practical difficulty. Petitioner's variance relief as provided in the Town Planner's Report will not have an adverse effect on the functional uses and spaces of the neighbors now or in the future, as long as the parking requirements remain the same. Petitioner's variance relief as modified in the Town Planner's Report should have no adverse effect on anyone, including Petitioner or the proposed purchaser, and the variance modification requested here by Petitioner and which has been modified by the Town Planner's Recommendation as provided for in Options #1 and #2 should be beneficial to the Town and Petitioner and the new prospective owner, and it will not interfere with neighboring property owners' usage.

14. Allowing the variance relief in accordance with the Town Planner's recommendation and Options #1 and #2 will not be inconsistent with the Town's present zoning regulations or existing variances on the subject real property, and in fact it is consistent with the subject real property and its uses and purposes, and it will not be incompatible with the Town's Comprehensive Land Use Plan. This variance relief as recommended for by the Town Planner is not inconsistent with the Town's policies and objectives and the intent of the Town's Comprehensive Plan and its code. The variance relief as recommended by the Town Planner is not inconsistent with the densities, intensities, and general uses set forth in the Town's Comprehensive Land Use Plan or its zoning regulations. The variance relief as recommended by the Town Planner's report and recommendation will have no adverse effect on the protection or conservation or preservation of environmentally critical areas and natural resources as this is not an issue. The variance relief as recommended by the Town Planner is compatible with existing uses and will not cause damage, hazard, nuisance or other detriment to personal or real property of Petitioner or its neighbors. The variance request of Petitioner, and as recommended and modified by the Town Planner that recommends Options #1 and #2 is permissible in order to allow minor deviations from the Town code and is not burdensome. Approving the variance relief as recommended by the Town Planner should not detrimentally harm the owner's use or that of any adjacent property owners. The variance relief as recommended by the Town Planner should not prejudice the aesthetics of the area, nor should it harm the health, safety, and welfare of the neighborhood. This variance relief as recommended by the Town Planner will not place an undue burden on existing infrastructure. This variance relief as recommended by the Town Planner is not inconsistent with the zoning regulations of the Town. See Chapter 28 of Code of

Ordinances; Section 28-75 (a)(1)(A) through (M), which provides the relevant criteria; and Section 28-76 of the Town's code of ordinances.

R E C O M M E N D A T I O N

In view of the aforesaid findings made in this Report and Recommendation after considering the testimony and documentary evidence that were presented, the Hearing Examiner reports and recommends the following to the Town Commission:

A. That the Town Commission approve the variance request by Petitioner, but only as modified and as outlined in the Town Planner's Report as suggested by the Town Planner's Report Options #1 and #2, and as outlined in this Report;

B. That the owner of the subject real property be allowed to allow the businesses as outlined in the Town Planner's recommendation as modified therein by the Town Planner and as stated in the Options #1 or #2, or the Town Commission, and that said businesses be specifically provided in the Town's ordinance by stating which businesses are permitted and allowed on the subject real property;

C. That for any businesses allowed on the subject real property, there shall no less than 23 spaces required as presently existing;

D. If the Town Commission decides to modify its code in the future, and there is any inconsistency between the current variance relief that may be granted and any future zoning, then the Petitioner shall be required to comply with any future zoning code modification;

E. Petitioner and any prospective purchaser shall be required to comply with all requirements mentioned in this Report, and that of the Town Planner's Report, as well as any other requirements of Michael Miller, the Town Commission, its local government agencies, and its staff now or in the future;

F. That if there are any violations by the Petitioner and/or a future owner of the subject real property, then said violations in the future shall constitute a code enforcement violation and be subject to code enforcement proceedings and supplementary proceedings as the case may be should this variance be granted, subject to the provisions stated in this Report and that of the Town Planner's Report;

G. That if Petitioner upon obtaining the variance fails to comply with any local, state, and federal laws, or anything required in this Report, then said violation shall constitute a local code violation and shall subject the owner of said property to fines and penalties as provided by law and code compliance;

H. Petitioner and any successor owner of the subject real property shall be bound by this zoning change to RM-16A in this this Report, and all local, state, and federal laws, along with all Town commission requirements for any future development by Petitioner or any future owner.

CERTIFICATE OF FILING ORIGINAL REPORT

I HEREBY CERTIFY that this Report and Recommendation was filed and served with the Clerk of the Town of Pembroke Park, Florida, this 18th day of December, 2020.

/s/ HARRY HIPLER

HARRY HIPLER FBN 199842
EMAIL: hhip@aol.com
Town of Pembroke Park
Hearing Examiner
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
954-966-4600

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that this Report and Recommendation was filed and served by email this _____ day of _____ 2020 on the following: Mayor and Commissioners of the Town of Pembroke Park; Petitioner and/or its representatives and counsel; Michael Miller, Town Planner; Melissa P. Anderson, Esquire, Town Attorney; Town Manager; Assistant to Town Manager; and whose emails are as follows: Jshir@beckerlawyers.com; CLAPLANT@beckerlawyers.com, townclerk@tppfl.gov; mgrooms@tppfl.gov; lanzerolle@tppfl.gov; HClark@tppfl.gov; townattorney@tppfl.gov, mmiller@michaelmillerplanning.com; RDieuveille@tppfl.gov; GCohen@tppfl.gov; amohammed@tppfl.gov; mmiller@michaelmillerplanning.com; hhip@aol.com

/s/ Harry Hipler

HARRY HIPLER
Town of Pembroke Park
Hearing Examiner
EMAIL: hhip@aol.com
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
954-966-4600

**Any party may appeal a decision of the Hearing Examiner and Town Commission concerning a rezoning or variance petition, which shall be by writ of certiorari to the Circuit Court pursuant to Fla. R. of Civ. Pr. 1.630 and Fla. R. App Pr. 9.100, and as otherwise provided by Florida law.

TOWN OF PEMBROKE PARK, FLORIDA

IN RE: ZONING VARIANCE PETITION CASE NO. 20-436

**2350 SW 30 AVENUE PROPERTIES, LLC
2350 SW 30 AVE
PEMBROKE PARK, FL 33009,**

Petitioner.

Exhibits for

Case No. 20-436

2350 S.W. 30 Avenue
Properties, LLC

1. Notice of Public Hearing &
Hearing Examiner Meeting
2. S. Florida Sun-Sentinel
Advertising
3. M. Miller Report & attachments

**TOWN OF PEMBROK PARK
NOTICE OF VARIANCE MODIFICATION HEARING**

NOTICE IS HEREBY GIVEN to all parties that the Town of Pembroke Park, Broward County, Florida, is conducting a Virtual Public Hearing on December 17th, 2020, at 5 p.m. to consider a petition requesting a modification ("Variance Modification") to a variance granted in 2002 (the "2002 Variance") for a property located at 2350 SW 30 Avenue in Pembroke Park Florida. To GOTOMEETING address for the virtual hearing is: <https://global.gotomeeting.com/join/644628429>. The Variance Modification requests the 2002 Variance be amended to allow additional uses other than "Antique Store" at the Property.

The Variance Modification may be viewed and inspected by the public online at: <https://townofpembrokepark.civicweb.net/Portal/MeetingInformation.aspx?Org=Cal&Id=290> All interested parties may appear at the Variance Modification Hearing and be heard with respect to the requested Variance Modification. All interested parties please take due notice of the time and date of the and govern yourselves accordingly.

Any person who decides to appeal the decision of the Hearing Examiner with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS VIRTUAL MEETING MAY CALL THE TOWN CLERK'S OFFICE AT 954.966.4600 AT LEAST 2 CALENDAR DAYS PRIOR TO THE MEETING.

TOWN OF PEMBROKE PARK

By: /s/Melissa P. Anderson
MELISSA P. ANDERSON, Town Attorney

1.

NOTICE OF PUBLIC HEARING



HEARING EXAMINER MEETING

NOTICE OF VIRTUAL PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Commission of the Town of Pembroke Park, Florida, will hold a "Virtual" Hearing Examiner Meeting utilizing communications media technology ("CMT"), in accordance with Emergency Ordinance 2020-009, dated November 10, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID- 19)

DATE: Thursday, December 17, 2020

TIME: 5:00 P.M.

You can dial in using your phone.

United States (Toll Free): 1 866 899 4679

United States: +1 (571) 317-3116

Access Code: 644-628-429

Two hours prior to meeting you can submit a text or voicemail at (954) 707-9820

Any member of the public wishing to comment publicly on any matter, including on items on the agenda, may submit their comments by email to the Town Clerk at townclerk@townofpembrokepark.com.

All comments submitted by email that, if read orally, are three minutes or less shall be read into the record. All comments submitted by email shall be made a part of the public record. If any member of the public requires additional information about this Town Commission meeting or has any questions about how to submit a public comment at the meeting, please contact:

Marlen D. Martell, Town Clerk

Town of Pembroke Park

3150 SW 52 Avenue

Pembroke Park, FL 33023

954-966-4600, ext: 235

townclerk@townofpembrokepark.com

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TOWN OF PEMBROKE PARK

By: /s/Melissa P. Anderson

MELISSA P. ANDERSON, Town Attorney

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 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.

Page

1. VIRTUAL INSTRUCTIONS
DATE: Thursday, December 17, 2020
TIME: 5:00 P.M.
You can dial in using your phone.
United States (Toll Free): 1 866 899 4679
United States: +1 (571) 317-3116
Access Code: 644-628-429
2. CALL TO ORDER
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
6. VARIANCE MODIFICATION
 - 6.1. Report
Variance Modification 2350 SW 30 Ave
7. ATTORNEY COMMENTS
8. ADJOURNMENT

3 - 5

Page 2 of 5

South Florida Sun-Sentinel, Ft. Lauderdale

Dec. 8, 2020

Miscellaneous Notices

TOWN OF PEMBROK PARKNOTICE OF VARIANCE MODIFICATION
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AT LEAST 2 CALENDAR DAYS PRIOR TO THE MEETING. TOWN OF
PEMBROKE PARKBy: /s/Melissa P. AndersonMELISSA P. ANDERSON,
Town Attorney 12/01, 12/08/20 6824854

See <https://floridapublicnotices.com/search/>

South Florida Sun-Sentinel, Ft. Lauderdale

Dec. 1, 2020

None

TOWN OF PEMBROKE PARK NOTICE OF VARIANCE MODIFICATION
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PEMBROKE PARK By: /s/Melissa P. Anderson MELISSA P. ANDERSON,
Town Attorney 12/01, 12/08/20 6824854

See <https://floridapublicnotices.com/search/>

MICHAEL MILLER PLANNING ASSOCIATES, INC.
Land Design Municipal Planning Services Transportation Planning

**TOWN OF PEMBROKE PARK
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Harry Hipler, Esq. - Hearing Examiner
Town of Pembroke Park

From: Michael J. Miller, AICP *MJM*
Consultant Town Planner

Date: August 28th, 2020

Subject: Former Tower Bridge Antiques Site
2350 SW 30th Avenue
Zoning Variance Request - Modification
Pembroke Park Acct. No. 20-436
MMPA Project No. 00-1101-1117

ISSUE / BACKGROUND INFORMATION

In 2001-02 the then owner of Tower Bridge Antiques (Cyril Kaufman) located at 2350 SW 30th Avenue approached the Town with a request to expand the building size for his antique business that predominated the land uses along this area of SW 30th Avenue at that time. The site is quite small (18,900 sq. ft / .43 acres), and the original building had several non-conforming features (setbacks / pervious area / etc.) due to Town Code changes over the years. The site prior to the 2002 expansion had 26 parking spaces. As part of that request, due to the minimal parking characteristics of a typical Antique Store business compared to most commercial or industrial uses, the owner requested a reduction of the required number of parking spaces. At that time a zoning variance procedure was required to reduce the number of required parking spaces. Also, with the building expansion the owner desired to mirror some of the non-conforming building setback lines. When the Site Development Plan was filed in 2001 the owner also submitted a zoning variance application for five (5) variances: (1) to provide a zero (0) foot setback at one location when 10' is required, (2) to allow a 5'-2" setback at another location when 10' is required, (3) allow a reduction of the landscaping areas around the building when 10' is required, (4) allow three driveways to be built when only two are allowed, and (5) allow an off-street parking space reduction from 31 parking spaces to 22 parking spaces. The Town Planner reviewed the variance application and prepared a staff report. The Town's Hearing Officer conducted a public meeting, considered the Town Planner's staff report, researched the matter, and issued a recommendation to the Town Commission. On Feb. 13th, 2002, the Town Commission approved a Site Development Plan and the five (5) Zoning Variances via Ordinance No. 02-02-01. As a condition of approval related to the reduced parking request, so that future uses would not create parking problems, as recommended by both the Town Planner and Hearing Officer, the only allowable land use was an Antique Store as agreed to by the applicant, unless additional parking was arranged or portions of the expanded building were demolished to comply with Town Parking Code requirements.

2.

**Town of Pembroke Park
Hearing Officer Staff Report
Former Tower Bridge Antique Variances – 2020 Use Modifications
2350 SW 30th Avenue
August 28th, 2020
Page 2**

Antiques Stores have operated at this location since that time. Our research reveals in 2005 the building was established as a condominium; however, the condominium was dissolved in 2008 and has been under single ownership since according to the BCPA public records. In 2020 the current landowner is seeking to sell the property and the prospective buyers have requested permission to occupy the site with land uses other than Antique Stores (carpet & rug showroom / sales and possibly others). The prospective new owners have requested an amendment to the 2002 Zoning Variance "use" limitation to allow a broader range of land uses, but with similar off-street parking characteristics due to the reduced parking. The owner engaged a Transportation Engineer with expertise in traffic and parking issues to study the matter. This information was provided to MMPA for initial discussions. The professional analysis of parking and traffic generation has evolved over the years with much more study and detail. Many communities periodically monitor parking trends and update their Codes. With the advent of online shopping in recent years the demand for large quantities of on-site parking is waning and many cities have modernized their parking requirements. The Town's current off-street parking requirement for industrial uses is 1 space per each 600 square feet of floor area (1:600) which is very restrictive. Unlike many other municipal Codes there is no distinction in the Town's Parking Code between for large-scale warehouse complexes like the Seneca Industrial Park (SIP), Seneca Commerce Center (SCC) / Pembroke Commerce Center (PCC), and Westwind Warehouses that require less parking versus more labor intensive product assembly / manufacturing uses like the Town has along Park Road or even R&D uses (more like an office).

Importantly but not directly related to the 2002 Zoning Variances, prior to 2015 the Town's M-1 Industrial Zoning District regulations list of allowable uses was very vague which led to many problems with undesirable land uses. In 2015 the Town Commission adopted updates to the district regulations including very specific allowable land use listings (Permitted / Special Exception / Prohibited). The applicant has requested to expand the 2002 variance use to "Light Industrial Uses" which is not a defined term listed in the Town's Zoning Code, it is very broad and therefore unacceptable. MMPA feels this could lead to problems again with vagueness the Town had prior to 2015. The Town understands the land area along SW 30th Avenue has changed and few Antique Store business remain. The Town recognizes the changes to land uses along I-95 in this area and has embarked on efforts to encourage redevelopment. Long term the Town will be providing sanitary sewer to the area (which has restricted some redevelopment that cannot use a small septic system) and plan on revising the zoning allowances for the land area to be more of a "appealing community front door to I-95 traffic". In lieu of the applicant's broad open-ended request (Light Industrial) MMPA recommends the Town either (1) expand the 2002 Antique Store use to include what the prospective owners have stated they want to use the site for (carpet & rug showroom and sales, and a few additional similar uses, or (2) allow for a substantially increase the allowable uses by utilizing the Town's current M-1 Industrial District permitted use listing in the Zoning Code that have similar low impact parking demand characteristics to control the allowable land uses given the reduced parking situation. In addition, while the M-1 Industrial District is written to apply to the entire Town, some of the Zoning Code uses in our opinion, while having low parking demand, may not be "preferred" by the Town along I-95, especially since the Zoning Code is planned to be modified in the near future.

**Town of Pembroke Park
Hearing Officer Staff Report
Former Tower Bridge Antique Variances – 2020 Use Modifications
2350 SW 30th Avenue
August 28th, 2020
Page 3**

The existing parking ratio is 1:830 for this Antique Store with 22 existing parking spaces. Based on ITE recommended average parking needs for those land uses with similar parking demand, for a building with 18,900 sq. ft. the following parking ratios would result:

Land Use	ITE Recommended Ratio	Ratio	Req. Parking
Manufacturing	1.18 spaces per 1,000 sq. ft.	1:847 sq. ft.	21
Warehouses	.67 spaces per 1,000 sq. ft.	1:1,492 sq. ft.	12
Furniture / Similar	1.16 spaces per 1,000 sq. ft.	1:862 sq. ft.	21
Antique Store	1.22 spaces per 1,000 sq. ft.	1:822 sq. ft.	23
Misc. Light Industrial	1.13 spaces per 1,000 sq. ft.	1:885 sq. ft.	21

MMPA recommends that the land uses in either Exhibit "A" Option 1 or Option 2 attached hereto be are allowed based on ITE recommended average parking needs for those land uses with similar parking demand and those land uses desired / not desired by the Town at this location. Because some of the Town's Zoning Code industrial categories include broad ranges of "manufacturing / service / trade / repair" uses – while their parking characteristics may be similar, some of the uses may not be appropriate in this location. The property owner could use more flexibility in allowable land uses for leasing.

TOWN OF PEMBROKE PARK, FLORIDA
3150 SW 52 AVENUE PEMBROKE PARK, FLORIDA 33023

EXHIBIT "A"
OPTION 1
Revision to Ordinance No. 02-01-01
ALLOWABLE USES

In 2001-02 the then owner of Tower Bridge Antiques (Cyril Kaufman) located at 2350 SW 30th Avenue approached the Town with a request to expand the building size for his antique business that predominated the land uses in this area of the Town at that time. The site is small (18,900 sq. ft. / .43 acres), and the original building (1970) had several non-conforming features (setbacks / pervious area / etc.) due to Code changes over the years. As part of that request, due to the minimal parking characteristics of a typical antique business compared to most commercial or industrial uses, the owner requested a reduction of the required number of parking spaces. At that time a zoning variance procedure was required to reduce the number of required parking spaces. Also, with the building expansion the owner desired to mirror some of the non-conforming building setback lines. The owner submitted five (5) zoning variances for:

- (1) To provide a zero (0) foot side setback at one location (south property line) matching existing conditions when 10' is required.
- (2) To allow a 5'-2" setback at another location when 10' is required.
- (3) To allow a reduction of the landscaping areas around the building when 10' is required.
- (4) To allow three driveways to be built when only two are allowed.
- (5) To allow an off-street parking space reduction from 31 parking spaces to 22 parking spaces.

The Town Planner (MMPA) reviewed the variance application and prepared a staff report. The Town's Hearing Officer (Harry Hipler, Esq.) conducted a public meeting, considered the Town Planner's staff report, researched the matter, and issued a recommendation to the Town Commission. On February 13th, 2002, the Town Commission approved the zoning variances via Ordinance No. 02-01-01. As a condition of approval related to the reduced parking, so that future uses would not create parking problems, as recommended by both the Town Planner and Hearing Officer, the only allowable land use was an Antique Store, unless additional parking was arranged or portions of the expanded building were demolished to comply with Town Parking Code requirements. Antiques Stores have operated at this location since that time.

**Town of Pembroke Park
Tower Bridge Antiques Variance Land Use Revision
2350 SW 30th Avenue
August 28th, 2020
Page 2**

In 2020 new land owners of the site have requested permission to occupy the site with uses other than Antique Stores and have requested an amendment to the "use" limitation to allow a broader range of land uses, but with similar off-street parking characteristics. The owner's engaged a Transportation Engineer with expertise in traffic and parking issues to study the matter. Prior to 2015 the Town's M-1 Industrial Zoning District regulations for allowable uses was very vague which led to many problems with undesirable land uses. In 2015 the Town adopted major updates to the district regulations including the allowable land use listings (Permitted / Special Exception / Prohibited). The applicant has requested to expand the 2002 variance use to "Light Industrial Uses" which is not a term listed in the Town's Zoning Code and is very broad and unacceptable. The new owners have stated their intended new use will primarily be a carpet & rug showroom / sales. The Town must utilize the current M-1 Industrial District permitted use listing in Zoning Code Sec. 28-211.5 to control the allowable land uses given the reduced parking situation. Following are recommended uses that comply with the 2002 zoning variance and existing Zoning Code allowances:

A. 2002 Tower Bridge Antiques Site Development Plan / Variance for an Antique Store per Ordinance No 02-01-01

B. Current 2020 Town Zoning Code

Sec. 28-211.5. - Permitted uses.

Except as provided in Section 28-212 and Section 28-213, no building or structure, or part thereof, shall be erected, altered, occupied or used, or land or water area occupied or used, in whole or in part, in the M-1 Industrial District for other than one (1) or more of the following permitted uses:

- (a) Manufacture and distribution of:
 - Furniture and fixtures;
- (d) Warehouse and storage buildings associated with manufacturing, assembly and distribution of goods and equipment, including self-storage facilities; provided however, that in addition to all other requirements of the Town, adequate areas are available for the storage of trucks used in the operation so that they are not parked in streets, driveways, automobile parking spaces or landscaped areas.
- (f) The following service and trade establishments:
 - Drapery and blind fabrication and service;
- (i) The following repair and shop uses:
 - Furniture repair;
- (k) Carpet and rug cleaning.

TOWN OF PEMBROKE PARK, FLORIDA
3150 SW 52 AVENUE PEMBROKE PARK, FLORIDA 33023

EXHIBIT "A"
OPTION 2
Revision to Ordinance No. 02-01-01
ALLOWABLE USES

In 2001-02 the then owner of Tower Bridge Antiques (Cyril Kaufman) located at 2350 SW 30th Avenue approached the Town with a request to expand the building size for his antique business that predominated the land uses in this area of the Town at that time. The site is small (18,900 sq. ft. / .43 acres), and the original building (1970) had several non-conforming features (setbacks / pervious area / etc.) due to Code changes over the years. As part of that request, due to the minimal parking characteristics of a typical antique business compared to most commercial or industrial uses, the owner requested a reduction of the required number of parking spaces. At that time a zoning variance procedure was required to reduce the number of required parking spaces. Also, with the building expansion the owner desired to mirror some of the non-conforming building setback lines. The owner submitted five (5) zoning variances for:

- (1) To provide a zero (0) foot side setback at one location (south property line) matching existing conditions when 10' is required.
- (2) To allow a 5'-2" setback at another location when 10' is required.
- (3) To allow a reduction of the landscaping areas around the building when 10' is required.
- (4) To allow three driveways to be built when only two are allowed.
- (5) To allow an off-street parking space reduction from 31 parking spaces to 22 parking spaces.

The Town Planner (MMPA) reviewed the variance application and prepared a staff report. The Town's Hearing Officer (Harry Hipler, Esq.) conducted a public meeting, considered the Town Planner's staff report, researched the matter, and issued a recommendation to the Town Commission. On February 13th, 2002, the Town Commission approved the zoning variances via Ordinance No. 02-01-01. As a condition of approval related to the reduced parking, so that future uses would not create parking problems, as recommended by both the Town Planner and Hearing Officer, the only allowable land use was an Antique Store, unless additional parking was arranged or portions of the expanded building were demolished to comply with Town Parking Code requirements. Antiques Stores have operated at this location since that time.

**Town of Pembroke Park
Tower Bridge Antiques Variance Land Use Revision – Option 2
2350 SW 30th Avenue
August 28th, 2020
Page 2**

In 2020 new land owners of the site have requested permission to occupy the site with uses other than Antique Stores and have requested an amendment to the "use" limitation to allow a broader range of land uses, but with similar off-street parking characteristics. The owner's engaged a Transportation Engineer with expertise in traffic and parking issues to study the matter. Prior to 2015 the Town's M-1 Industrial Zoning District regulations for allowable uses was very vague which led to many problems with undesirable land uses. In 2015 the Town adopted major updates to the district regulations including the allowable land use listings (Permitted / Special Exception / Prohibited). The applicant has requested to expand the 2002 variance use to "Light Industrial Uses" which is not a term listed in the Town's Zoning Code and is very broad and unacceptable. The new owners have stated their intended new use will primarily be a carpet & rug showroom / sales. The Town prefers utilize the current M-1 Industrial District permitted use listing in Zoning Code Sec. 28-211.5 to control the allowable land uses given the reduced parking situation. The existing parking ratio is 1:830 for this Antique Store site at the reduced number of parking spaces and there does not appear to any parking problems. Based on ITE recommended average parking needs for those land uses with similar parking demand and those land uses desired by the Town at this location the following land uses are allowed.

- A. 2002 Tower Bridge Antiques Site Development Plan / Variance for an Antique Store per Ordinance No 02-01-01.
- B. Current 2020 Town Zoning Code with significantly expanded uses based on similar parking with limitations on undesirable uses related to Town redevelopment plans for this land area.

LAND USE LEGEND

Underline = Permitted

~~Strike-Through~~ = Not Permitted

Sec. 28-211.5. - Permitted uses.

Except as provided in Section 28-212 and Section 28-213, no building or structure, or part thereof, shall be erected, altered, occupied or used, or land or water area occupied or used, in whole or in part, in the M-1 Industrial District for other than one (1) or more of the following permitted uses:

(a) Manufacture and distribution of: (~~Manufacturing~~ @ 1:850 sq. ft.)

Aerospace composites:

Apparel related products:

Assembled paper products:

Aviation technology:

Ceramics:

**Town of Pembroke Park
Tower Bridge Antiques Variance Land Use Revision – Option 2
2350 SW 30th Avenue
August 28th, 2020
Page 3**

Computer components:

Cosmetics:

Electronic and electrical equipment, systems, components, instruments, and peripherals:

Finished wood products:

Food packaging and distribution:

Footwear:

Furniture and fixtures:

Image recognition devices:

Jewelry:

Leather products:

Machinery:

Manufacturing technology:

Medical equipment and supplies:

Musical instruments:

Optics:

Pharmaceuticals and medicines:

Robotics; and,

Transportation parts and equipment.

- (b) ~~Development or distribution of artificial intelligence or computer and telecommunications software. (Offices @ 1:300 sq. ft.)~~
- (c) ~~Medical and biomedical educational or scientific research, testing, or development facilities (not schools) or laboratories. (Offices @ 1:300 sq. ft.)~~
- (d) Warehouse and storage buildings associated with manufacturing, assembly and distribution of goods and equipment, including self-storage facilities; provided however, that in addition to all other requirements of the Town, adequate areas are available for the storage of trucks used in the operation so that they are not parked in streets, driveways, automobile parking spaces or landscaped areas. (Warehouses @ 1:1,500 sq. ft.)
- (e) ~~Storage in bulk within warehouse and storage buildings of: brick, building materials, cement, clay products, concrete products, contractors' equipment, cotton, grain, gravel, hay, lead, plaster, pipe, lumber, machinery, roofing materials, rope, sand, stone, terra cotta, timber, weed or wool. (Not Desired at this Location due to Redevelopment Plans)~~

**Town of Pembroke Park
Tower Bridge Antiques Variance Land Use Revision – Option 2
2350 SW 30th Avenue
August 28th, 2020
Page 4**

(f) The following service and trade establishments:

Bakery:

Beat repair; (Not Desired at this Location)

Bookbinding:

Cheese making:

Cleaning and dyeing establishments:

~~Communication information/data processing; (Office)~~

Cutting or blending of liquor:

Diaper service:

Drapery and blind fabrication and service:

~~Egg storage, handling or processing; (Not Desired at this Location)~~

Electroplating; (Not Desired at this Location)

Exterminating:

Food catering:

Glass and mirror shop:

Janitorial:

Laundry:

Linen supply:

~~Machinery repair; (Not Desired at this Location)~~

Magazine wholesale agency:

~~Manufacture of powder blends, potting compounds and plastisols; (Not Desired at this Location)~~

~~TV/Motion picture studio/recording studio; (Offices)~~

~~Pattern making; (Not Desired at this Location)~~

~~Plumbing or electrical shop; (Not Desired at this Location)~~

Printing, publishing, lithography and engraving; and

~~Buildings for telecommunications and utility operations (except communications towers which are regulated elsewhere under this Code); (Not Desired at this Location)~~

**Town of Pembroke Park
Tower Bridge Antiques Variance Land Use Revision – Option 2
2350 SW 30th Avenue
August 28th, 2020
Page 5**

- (g) ~~Employee-based offices that do not serve the general public including but not limited to the following use categories (subject to applicable restrictions on and limitations as may be provided in the Town's Comprehensive Plan): (Offices @ 1:300)~~

~~Medical billing and processing;~~

~~Data processing;~~

~~Computer software development and technical support;~~

~~Mail order (no walk-up retail sales);~~

~~Burglar alarm monitoring services;~~

~~Pest control services;~~

~~Land surveying operations; and,~~

~~Property management or landscape maintenance services.~~

- (h) ~~Exercise and gym and sport training facilities that are noise controlled. (1:200 sq. ft.)~~

- (i) ~~The following repair and shop uses: (Some Not Desired at this Location)~~

~~Awning and canvas;~~

~~Carpenter and cabinet;~~

~~Contractor shop;~~

~~Electronic equipment repair;~~

~~Furniture repair;~~

~~Home appliance repair;~~

~~Lawn mower and motorcycle repair;~~

~~Locksmith;~~

~~Sharpening and grinding;~~

~~Upholstering shop; and,~~

~~Automotive, truck, motorcycle or boat engine repair, maintenance or testing (no body work, frame repairs, or painting unless approved pursuant to Sec. 28-212 of this Code).~~

- (j) ~~Blacksmith and welding: (Not Desired at this Location)~~

- (k) ~~Carpet and rug cleaning.~~

- (l) ~~Wholesale meat, poultry, and fish distribution: (Not Desired at this Location)~~

ORDINANCE NO. 02-02-01

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO A PORTION OF LOT 2, BLOCK 13, IN SECTION 23, TOWNSHIP 51 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 13, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA; GRANTING A VARIANCE FROM SECTION 28-327(a) TO REDUCE THE REQUIRED PERIMETER SETBACK ON THE SOUTH PROPERTY LINE, SECTION 28-301(a)(9) REDUCING THE REQUIRED NUMBER OF PARKING SPACES, SECTION 27-39(a)(9) TO REDUCE THE AVERAGE 10 FOOT WIDE LANDSCAPED AREA AROUND THE BUILDING, AND SECTION 13.5-32 ALLOWING FOR 3 DRIVEWAYS CONNECTING TO THE STREET; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hearing Examiner of the Town of Pembroke Park, Florida, pursuant to the Notice Requirements of Chapter 28 of the Code of Ordinances of the Town of Pembroke Park and Chapter 166, Florida Statutes, conducted a public hearing on July 26, 2001 to consider the request for a variance by Cyril Kaufman to allow for a variance from the provisions of the Pembroke Park Code of Ordinances as follows: Section 28-327(a) to allow for reduction in the required perimeter setback on the south property line from 10 feet to zero feet, Section 28-301(a)(9) to allow for a reduction in the required number of parking spaces from ³¹ ~~27~~ to ²² ~~8~~, Section 28-39(a) to allow for reduction from the average 10 foot wide landscaped area around the building near the parking spaces, and Section 13.5-32 allowing for 3 driveway connections to the street for the property described in Section 1 hereof;

WHEREAS, the Town Staff has reviewed the application for variances and has recommended approval of all the variance requests except for the reduction in the number of parking spaces; and

WHEREAS, the Hearing Examiner has prepared a report based on the evidence submitted at the aforesaid public hearing and has recommended that the Pembroke Park Town Commission grant all the variances in the petition filed by the applicant.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the zoning variance requests contained in the application of Cyril Kaufman dated May 24, ²⁰⁰¹ ~~2001~~, to allow for variances from the Town of Pembroke Code of Ordinances as follows: Section 28-327(a) to allow for reduction in the required perimeter setback

*Tom &
Bridge
Antiquo
Corrected
2004
per C. Ryan*

PP Hearing Officer Report

1. That the Town Commission of the Town of Pembroke Park GRANT the Petition for Variance as to variance requests numbers one, two, four, and five as requested by Petitioner in the Petition, as outlined in the Town Planner's Report, and as outlined herein.

2. That the Town Commission of the Town of Pembroke Park GRANT the Petition for Variance as to variance request number three as to a reduction in parking spaces to 22 spaces from 35 spaces under strict guidelines for this type of development of an antique store.

3. That if the Town Commission of the Town of Pembroke Park APPROVES a variance for parking spaces by allowing 22 parking spaces for an antique store, then it should be limited only to an antique store and no other type of business.

4. That if a variance is allowed for 22 parking spaces, then only an antique store should be allowed to occupy the instant property now and in the future. If some other form of business occupies the subject real property in the future, ie, restaurant, furniture store, other type of retail store, etc., then additional parking spaces will be required by the new entrepreneur dependent on the type and nature of the future business and subject to the complete discretion of the Town of Pembroke Park staff.

Hipler - Pembroke Park Hearing Officer

For Bridge Antiques Variances

July 12th, 2001

Page 5

MMPA Staff Record

1,300 would yield a very large surplus. Estimating 10% office use a total of 12 parking spaces would be required. My April 27th, 2001 letter to the applicant requested a specific floor area use breakdown but to date none has been provided. The owner originally submitted two (2) site plan concepts when he purchased the property. If the 14,314 sq. ft. plan were built and assuming the normal 10% accessory office space scenario, a total of 28 parking spaces would be necessary. If the 16,304 sq. ft. plan were built and assuming the normal 10% accessory office space scenario, a total of 30 parking spaces would be required. With the new plan submitted by the contractor, 19,129 sq. ft. is proposed. Utilizing the previous scenario, a total of 35 parking spaces are required. The justification letter states the applicant feels that the Town Code required too much parking for an antique store and states other municipalities use one (1) space for each one thousand (1,000) or one (1) space for each one thousand five hundred (1,500) square feet. The City of Dania Beach has a large number of antique stores along Federal Highway and they require one parking space for each 250 SF of floor area, far in excess of what our Town code would require. The zoning official at Dania Beach did acknowledge that most of the existing buildings and parking arrangements were "grand-fathered in" and few parking problems occurred. From all of the resources I have from other municipalities, I cannot find any City with parking space calculations as presented except for self-storage mini-warehouse facilities. In the April 27th letter I suggested that a professional engineer would need to prepare a parking study for such uses to justify the variance. None has been submitted to date. Despite this, I feel a further reduction could be requested as ITE (Institute of Transportation Engineers) data sources we researched indicated a furniture store (I would consider an antique store a similar use) needed about one space (1.22 spaces) for each 1,000 SF of floor area plus additional spaces for office use workers. This would result in a need for 27 parking spaces. In my opinion, there is no valid reason to permit only 22 parking spaces. The development plans submitted are too intensive. My office has stated this position since last fall and is cited in all letters to the applicant and their contractor. My suggestion is to reduce the building square feet to provide at least 1.22 parking spaces per 1,000 square feet as would be required by the ITE data. The applicant has stated that they are investigating using the railroad right-of-way for additional parking should the need arise. This would not be feasible as no vehicular access is proposed to the railroad corridor, the railroad does not permit such uses, and especially with current plans to double track the corridor and that would be a maintenance problem.

* [If any variance was granted, to avoid future parking problems, MMPA recommends that a condition be imposed that restricts the Town from issuing Occupational Licenses for any use other than an Antique Store unless additional parking was provided or a portion of the building was demolished.] *

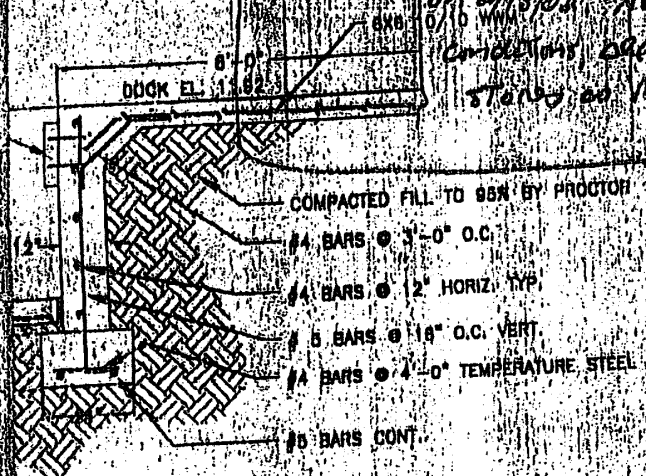
MMPA RECOMMENDATION FOR VARIANCE #3: DENIAL

Variance Request #4 - A variance to Section 27-39(a) of the Landscape Code that requires an average 10' wide landscaped area (1/2 of the width can be sidewalk) around the building near parking spaces.

The existing site provides virtually no open space. This is a primary reason this area floods so badly. The vacant lot proposed for expansion has acted as the drainage basin for this area for many years. The contractor recently cleared the lot for development. The Town earlier this year adopted upgraded landscaping regulations to improve the appearance of developments.

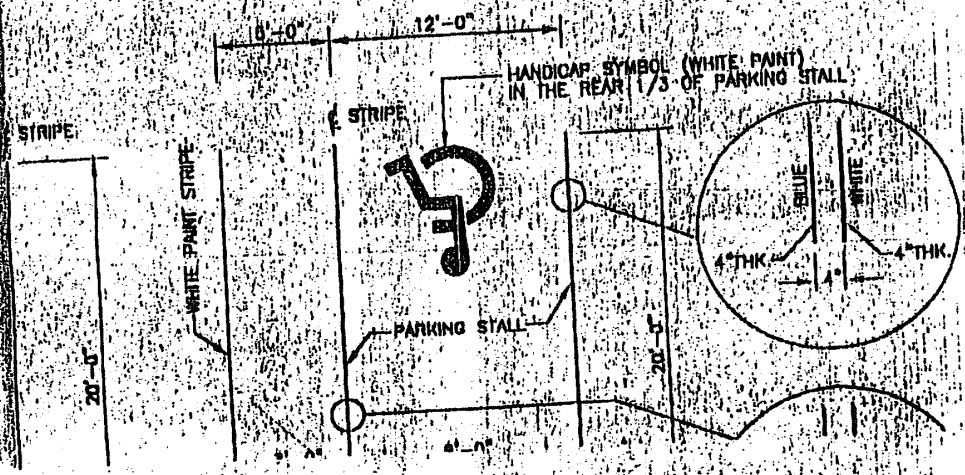
	CODE	REQUIREMENT	REQ'D. PARKING
1 SQ. FT.			
10 SQ. FT.			
20 SQ. FT. EXISTING	1:300	SQ. FT.	1.0 SPACES
EXISTING	1:600	SQ. FT.	10.0 SPACES
1 SQ. FT.			
2 SQ. FT.	1:800	SQ. FT.	15.0 SPACES
11 SQ. FT.	1:600	SQ. FT.	5.0 SPACES
			31.0 SPACES

* Note: The Town Commission granted several variances for setbacks, driveway and quantity of parking spaces (and 02-02-01) on 2/13/04. As per Hearing Officer/Planner conditions, var. was limited to Antique Store as related to parking spaces.



NOTES:
 PROCTOR
 ALL CONCRETE TO BE 3,000 PSI
 REBARS SHALL BE
 REINFORCING WIRE SHALL BE

DOCK & RAMP DETAIL 'A'



Approved Site Plans

W.T. Patterson (PE)

TOW
2350

W

ZONE
VAR

TOWN OF PEMBROKE PARK
APPLICATION FOR ZONING VARIANCE

Date: 8.3.2020
Case No: 20-436
Receipt No.: 013423

Filing Fees:

- (1) General: A nonrefundable fee of \$500.00 for processing the application, plus an initial cost recovery fee shall be \$7,000.00 for non-administrative costs as set forth in Section 28-72 (legal fees / title search and abstracting expenses / consultant review fees / newspaper advertisements / copies, postage and mailing expenses).
- (2) Mobile Home / Single Family Home: The initial cost recovery fee shall be \$500.00 plus the non-administrative costs incurred by the Town in processing the request. \$200.00 of the above referenced fee shall be non-refundable.

Petitioner / Applicant: 2350 SW 30 Avenue Properties LLC

Address: 2350 SW 30 Avenue

City: Pembroke Park

Phone: 954-364-6028 Fax: ✓

E-mail: Jshir@Beckerlawyers.com

Petitioner's Relation to Subject Property: Owner

If Petitioner is not Owner, Name of Owner:

Address of Owner: 2350 SW 30 AVE City: Pembroke Park FL 33009

Signature of Petitioner:

Edward Maslanka

Address of Property Subject to the Requested Variance: 2350 SW 30 Avenue Pembroke Park

Legal Description of Property (Plat Book/Page or Metes and Bounds).

SUB OF 21-51-42 B-13 D LOT 2 S 100 OF N 614.60 LESS E 40 LYING W OF ST RD 9 TOGETHER WITH LOT 2 LYING W OF ST RD 9 RAW LESS N 430 & LESS S 162 OF N 676.59 EXCEPT E 40, BLK 13

Variance Requested: Amendment to existing variance allowing reduced parking spaces for an antique store to allow for additional uses already permitted under the Light Industrial Zoning District

Details of Unnecessary Hardship: Antique stores have suffered tremendously from the advent of the online marketplace. Where at one time there were dozens of antique stores in both Pembroke Park and Hollywood, there is now just one or a few remaining. This variance amendment will allow the property to be used by one of the permitted uses in the existing zoning district with a similar parking requirement.

Attach drawings, survey and or other documentation necessary to support the petition for the variance. Please see attached.

OWNER / AGENT CERTIFICATE:

Last Revised 10/09/2003

This is to certify that I am the owner / agent of the subject lands described above in the Application for Zoning Variance, and that all information supplied herein is true and correct to the best of my knowledge. By signing this application, owner / agent specifically agrees to allow access to described property at reasonable times by Town personnel for the purpose of verification of information provided by owner/agent.

Signature of owner/agent: Edward Hughes
subscribed before me this 3rd day of August 2020 and by

☐ He/She is personally known to me or

☒ He/She has presented Driver's license

Signature of Notary Public Stephanie Woodbury

Type or Print Name Stephanie Woodbury



STEPHANIE WOODBURY
MY COMMISSION # GG 058870
EXPIRES: March 27, 2021
Bonded Thru Budget Notary Services

FOR STAFF USE ONLY

Hearing Officer Action
conditions
Town Commission
conditions

Date: _____ () Approved () Denied () Approved with

Date: _____ () Approved () Denied () Approved with

Last Revised 10/09/2003

WE BRONZE WHOLESALE
2350 SW 30 Avenue
Pembroke Park, FL. 33009
954-922-8826

Regions Bank
63-466/631

013423

PAY TO THE
ORDER OF

Town of Pembroke Park
Seven thousand five hundred 00/100

\$ 7,500.00

DOLLARS

MEMO

Zoning Variance

Ed Muskat
AUTHORIZED SIGNATURE

MP

⑈013423⑈ ⑆063104668⑆ 3401264745⑈

WE BRONZE WHOLESALE

013423

I.C.K. WAREHOUSE CONDOMINIUM



SCALE 1" = 30'



S.A.F. RAILROAD R/W

ONE STORY C.B.S.
COMMERCIAL BLDG.
#2350

FINISH FLOOR ELEVATION = 10.60

TWO STORY C.B.S.
COMMERCIAL BLDG.
#2350

S.W. 30TH AVENUE

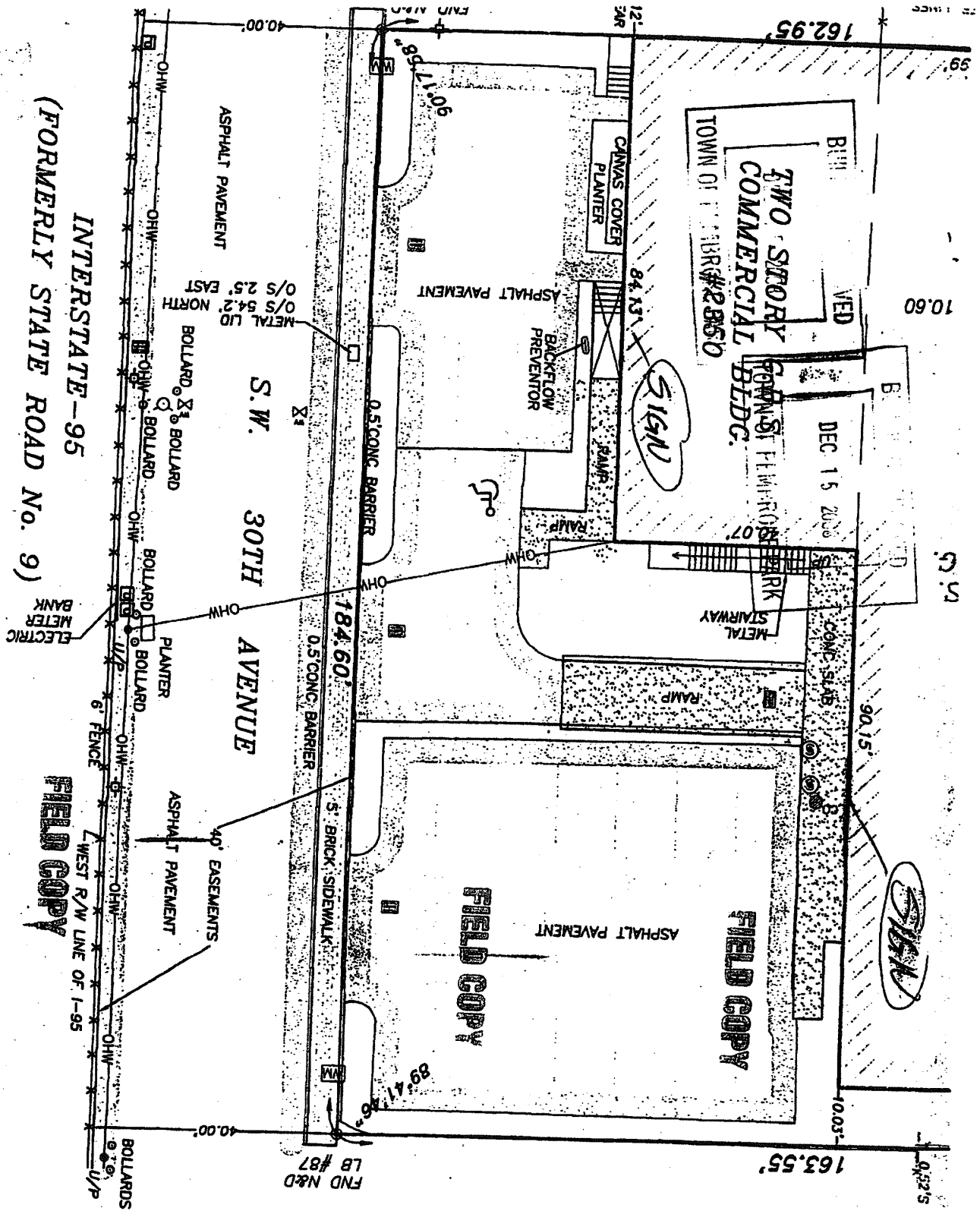
INTERSTATE-95
(FORMERLY STATE ROAD No. 9)

SKETCH OF SURVEY
This is a "Boundary Survey"

PREPARED BY
SCHWEBKE-SHISKIN & ASSOCIATES, INC.
LAND PLANNERS, ENGINEERS, SURVEYORS
3240 CORPORATE WAY
CENTROTECH OF AUTOMATION No. 18-87
JULY, 2005 ORDER No. 151553

ALTERNATE, PROPOSED VISION PLAN, SECTION OF BOUNDARY

EXHIBIT B
SHEET 4 OF 11 SHEETS





5901 N Honore Ave, Ste 200
Sarasota, FL 34243
Ph: (941) 444-7142 Fax: (941) 214-1132

PLX #: 20-761886

Due Date: 8/29/2020

Payment Status: Open

Hackleman, Olive and Judd, P.A.

File #: 20-14101

2426 E Las Olas Boulevard
Fort Lauderdale, Florida 33301

Researched Property

2350 SW 30th Avenue

Pembroke Park, Florida 33009

Owner Name:

2350 SW 30 Avenue Properties, LLC

Folio / PID #:

514221010108

Invoice Date: 7/27/2020

Lien Search	\$100.00
Research: Pembroke Park Code Enforcement and Building Department	\$50.00
Shipping and Handling: Pembroke Park Code and Permits	\$20.00
Research: Broward County WWF	\$25.00
Shipping and Handling: Broward County Utilities	\$10.00
Total Due:	\$205.00
Due Date:	8/29/2020

Please make checks payable to:

PropLogix, LLC
5901 N Honore Ave, Ste 200
Sarasota, FL 34243

Utilities

Septic

This property is connected to a septic system.

Municipal Lien Search Report

2350 SW 30th Avenue, Pembroke Park, Florida, 33009

Owner(s): 2350 SW 30 Avenue Properties, LLC

Our File #: 20-761886

Parcel ID: 514221010108

✕ Taxes

2020: DUE in installments
2019: DUE in installments
2018: PAID
Taxes Owed Prior to 2018?: NO
Tangible Taxes: PAID

✕ Special Assessments

Fees Outstanding: YES, \$695.00*

✕ Code Enforcement

Code Issues: YES

NOTICE: THERE MAY BE CODE ENFORCEMENT LIENS ON THIS PROPERTY. PLEASE REFER TO YOUR TITLE SEARCH.

✓ Permitting

Permit Status: None Found
Building Code Violations: NO

✓ Public Works

Services: Septic, Water & Storm Water
Amount Due: \$0.00*
Utility Liens: NO

Completed By: Diego Ponce

Report Compiled on: 7/27/20

Fees as of date received. Verify final amount with municipal department at time of payment. Errors and omissions coverage is based on the terms of your signed agreement with PropLogix. Without a signed agreement with PropLogix, any and all errors and omissions are not covered. This report is not a title search and does not provide the status or condition of title to the subject property. PropLogix, LLC, does not search instruments recorded in official records.

(941) 444-7142

PropLogix.com

Support@PropLogix.com

Checks Payable To:

Property Tax
(954) 831-4000

Broward Tax Collector
Broward County Board of County
Commissioners Processing Center
P.O. Box 849375
Hollywood, Florida 33084-9375

Special Assessments
(954) 966-4600

**Pembroke Park Code Enforcement and
Building Department**
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Broward County Board of County Commissioners

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) >
☐ Other (see instructions) >

Address (number, street, and apt. or suite no.)
115 S Andrews Ave
City, state, and ZIP code
Fort Lauderdale, FL 33301

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Notes. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number								
6	8		6	0	0	5	3	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here  Date **5/17/2012**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Town of Pembroke Park

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☒ Other (see instructions) ▶ **Municipality**

Exemptions (see instructions):
Exempt payee code (if any) **X**
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
3150 SW 52nd Avenue
City, state, and ZIP code
Pembroke Park, Florida 33023

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

Employer identification number								
5	9	-	0	9	6	8	4	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Jeffrey R. Raley* Date ▶ **9/14/2013**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Property Appraiser

Broward Property Appraiser - (954) 357-6830



The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2017*	\$265,130	\$1,434,230	\$1,699,360	\$1,699,360	
2019	\$265,130	\$1,434,230	\$1,699,360	\$1,694,000	\$37,022.90
2018	\$265,130	\$1,452,770	\$1,717,900	\$1,540,000	\$34,290.82

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CH#	Price	Factor	Type
6/25/2008	CET-T		45535 / 169	\$9.00	29,459	SF
				Adj. Bldg. S.F. (Card, Sketch)	18900	
				Eff./Act. Year Built: 1995/1970		

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Property Taxes

Broward Tax Collector - (954) 831-4000

2019 Delinquent Real Estate Taxes can now be paid online, by mail, or at the tax office. Delinquent taxes can only be paid in full either online by credit card only (no debit cards or e-checks), at the tax office by cashiers' check or money order (drop-off only as the office remains closed), or by mail by cashiers' check or money order. For information about payment by wire transfer, contact us at revenue@broward.org.

2020 FIRST INSTALLMENT TAX BILLS have been mailed and are now available and payable online.

BUSINESS TAX RENEWAL CARDS FOR 2020-2021 WERE MAILED OUT JULY 1, 2020, AND TAXES ARE NOW DUE AND PAYABLE:

Renewal balances can be paid online by most businesses unless Certificates or Licenses are required.

Search your account by the Business Tax Receipt Number. After the payment is completed and confirmed, you can print your Tax Receipt by clicking on the link "Print Your Business Tax Receipt". You can contact us at businessstax@broward.org.

Bill History — Real Estate Account At 2350 SW 30 AVE				
Real Estate Account #514221-01-0108				
Parcel details Latest bill View/Print full bill history				
Pay all: \$19,839.47				
Amounts as of 07/27/2020				
B/L#	Balance	Status	Action	
2020 Installment B/L #1	\$9,716.52		Pay this bill: Print (PDF)	
2019 Installment B/L #4	\$4,610,120.95		Pay this bill: Print (PDF)	
2019 Installment B/L #3	\$0.00	Effective 12/15/2019 Paid \$3,640.55 Receipt #LBX-19-00114931	Print (PDF)	
2019 Installment B/L #2	\$0.00	Effective 12/17/2019 Paid \$3,186.94 Receipt #1CP-19-00016007	Print (PDF)	
2019 Installment B/L #1	\$0.00	Effective 06/27/2019 Paid \$3,058.35 Receipt #52A-19-00007172	Print (PDF)	
2018 Installment B/L #4	\$0.00	Effective 04/03/2019 Paid \$3,554.54 Receipt #LBX-19-00151033	Print (PDF)	
2018 Installment B/L #3	\$0.00	Effective 01/03/2019 Paid \$3,267.90 Receipt #LBX-19-00126703	Print (PDF)	
2018 Installment B/L #2	\$0.00	Effective 12/31/2018 Paid \$7,249.28 Receipt #03B-18-00000050	Print (PDF)	
2018 Installment B/L #1	\$0.00	Effective 07/05/2018 Paid \$7,125.42 Receipt #2CP-17-00000139	Print (PDF)	
2017 Installment B/L #4	\$0.00	Effective 03/25/2018 Paid \$9,001.97 Receipt #LBX-17-00154230	Print (PDF)	
2017 Installment B/L #3	\$0.00	Effective 12/31/2017 Processed Refund: Amount \$1,446.89 Refunding To WE BRONZE WHOLESALE Overpayment 03/26/2018 Refund Processed 04/27/2018	Print (PDF)	
2017 Installment B/L #2	\$0.00	Effective 12/31/2017 Paid \$8,731.92 Receipt #LBX-17-00131636	Print (PDF)	
2017 Installment B/L #1	\$0.00	Effective 09/25/2017 Processed Refund: Amount \$1,423.43 Refunding To WE BRONZE WHOLESALE Correction 03/26/2018 Refund Processed 04/23/2018	Print (PDF)	
2016 Installment B/L #4	\$0.00	Effective 03/21/2017 Paid \$7,458.41 Receipt #LBX-16-00173873	Print (PDF)	
2016 Installment B/L #3	\$0.00	Effective 12/31/2016 Paid \$7,674.68 Receipt #LBX-16-00142447	Print (PDF)	
2016 Installment B/L #2	\$0.00	Effective 12/29/2016 Processed Refund: Amount \$430.31 Refunding To WE BRONZE WHOLESALE Correction 01/13/2017 Refund Processed 01/27/2017	Print (PDF)	
2016 Installment B/L #1	\$0.00	Effective 10/03/2016 Paid \$7,300.00 Receipt #02A-16-00000018	Print (PDF)	
2015 Installment B/L #4	\$0.00	Effective 03/29/2016 Processed Refund: Amount \$115.09 Refunding To WE BRONZE WHOLESALE Overpayment 10/03/2016 Refund Processed 11/16/2016	Print (PDF)	
2015 Installment B/L #3	\$0.00	Effective 12/30/2015 Paid \$7,317.32 Receipt #1CP-15-00008374	Print (PDF)	
2015 Installment B/L #2	\$0.00	Effective 03/29/2016 Paid \$7,113.02 Receipt #LBX-15-00160839	Print (PDF)	
2015 Installment B/L #1	\$0.00	Effective 12/29/2015 Paid \$3,309.45 Receipt #LBX-15-00149985	Print (PDF)	
Total Balance	\$19,839.47		Pay all: \$19,83	

Bill	Balance	Status	Action
Processed Refund: Amount \$27.77 Refunding To WE BRONZE WHOLESALE Correction 03/08/2016 Refund Processed 04/20/2016			
2015 Installment Bill #2	\$0.00	10/02/2015 Paid \$7,503.24 Receipt #1CP-15-00000539 Effective 09/29/2015	Print (PDF)
2015 Installment Bill #1	\$0.00	06/30/2015 Paid \$7,385.39 Receipt #13B-14-00000510 Paid \$30,911.03	Print (PDF)
2014 Installment Bill #4	\$0.00	03/30/2015 Paid \$7,776.69 Receipt #LBX-14-00181131 Effective 03/27/2015	Print (PDF)
2014 Installment Bill #3	\$0.00	12/24/2014 Paid \$9,537.35 Receipt #LBX-14-00146671 Effective 12/23/2014	Print (PDF)
Processed Refund: Amount \$1,493.06 Refunding To WE BRONZE WHOLESALE Correction 03/10/2015 Refund Processed 03/20/2015			
2014 Installment Bill #2	\$0.00	10/01/2014 Paid \$7,579.74 Receipt #1CP-14-00000155 Effective 09/25/2014	Print (PDF)
2014 Installment Bill #1	\$0.00	06/30/2014 Paid \$7,460.69 Receipt #1CP-13-00001341 Paid \$31,554.48	Print (PDF)
2013 Installment Bill #4	\$0.00	04/03/2014 Paid \$5,272.07 Receipt #LBX-13-00155305 Effective 03/31/2014	Print (PDF)
2013 Installment Bill #3	\$0.00	12/27/2013 Paid \$4,023.91 Receipt #LBX-13-00125972 Effective 12/26/2013	Print (PDF)
2013 Installment Bill #2	\$0.00	09/06/2013 Paid \$7,259.84 Receipt #13B-12-00011543	Print (PDF)
2013 Installment Bill #1	\$0.00	06/19/2013 Paid \$7,145.62 Receipt #03B-12-00009993 Paid \$30,701.24	Print (PDF)
2012 Installment Bill #4	\$0.00	04/03/2013 Paid \$7,568.75 Receipt #05A-12-00007602 Effective 04/01/2013	Print (PDF)
2012 Installment Bill #3	\$0.00	01/10/2013 Paid \$7,341.70 Receipt #LBX-12-00188055 Effective 12/31/2012	Print (PDF)
2012 Installment Bill #2	\$0.00	09/10/2012 Paid \$7,291.13 Receipt #05A-11-00005396	Print (PDF)
2012 Installment Bill #1	\$0.00	06/26/2012 Paid \$7,176.61 Receipt #01C-11-00008767 Paid \$29,378.19	Print (PDF)
2011 Annual Bill	\$0.00	05/17/2012 Paid \$375.46 Receipt #03S-11-00005469 Effective 02/29/2012 Paid \$15,233.37 Receipt #LBX-11-00206096 02/23/2012 Paid \$5,000.00 Receipt #LBX-11-00203374 Effective 02/22/2012 Paid \$4,000.00 Receipt #LBX-11-00200238 Effective 02/08/2012 Paid \$4,000.00 Receipt #LBX-11-00193343 Effective 01/25/2012 Paid \$2,000.00 Receipt #01B-11-00017877 12/19/2011	Print (PDF)
2010 Annual Bill	\$0.00	05/10/2011 Paid \$429.63 Receipt #03S-10-00003610 Effective 02/09/2011 Paid \$10,450.27 Receipt #LBX-10-00205266 01/25/2011 Paid \$5,000.00 Receipt #15B-10-00000354 01/13/2011 Paid \$5,000.00 Receipt #03S-10-00000456 01/07/2011 Paid \$5,000.00 Receipt #13B-10-00001408 12/08/2010 Paid \$10,000.00 Receipt #LBX-10-00163514 Effective 12/08/2010	Print (PDF)
2009 Annual Bill	\$0.00	05/12/2010 Paid \$456.32 Receipt #LBX-09-00418119 Effective 05/11/2010 02/23/2010 Paid \$21,009.12 Receipt #LBX-09-00382998 Effective 02/23/2010 Paid \$20,000.00 Receipt #LBX-09-00347274 Effective 01/22/2010	Print (PDF)
2008 Annual Bill	\$0.00	02/19/2009 Paid \$43,631.76 Receipt #00B-7212154 Effective 02/01/2009	Print (PDF)
2005 Annual Bill	\$0.00	11/25/2005 Paid \$32,218.17 Receipt #00S-0016191	Print (PDF)
2004 Annual Bill	\$0.00	11/11/2004 Paid \$29,232.81 Receipt #00A-0007623	Print (PDF)
Total Balance	\$19,838.47		
			Pay amt: \$19,838.47

Pay all: \$19,83



Folio: 704110

Property ID Number	Escrow Code	Assessed Value	Exemptions	Taxable Value	Millage Code
514221-01-0108		See Below	See Below	See Below	0613

2350 SW 30 AVENUE PROPERTIES LLC
2350 SW 30 AVE
PEMBROKE PARK, FL 33009

PAYMENTS MUST BE MADE IN US FUNDS AND
DRAWN ON US BANK ACCOUNT.

2350 SW 30 AVE
SUB OF 21-51-42 B-13 D
LOT 2 S 100 OF N 614.60 LESS E
40 LYING W OF ST RD 9 TOGETHER
WITH LOT 2 LYING W OF ST RD 9
BANK LESS N 420.81 LESS S 162.05

AD VALOREM TAXES					
Taxing Authority	Millage	Assessed Val	Exemptions	Taxable Val	Taxes Levied
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.48780	1,694,000	0	1,694,000	9,296.33
VOTED DEBT	0.18120	1,694,000	0	1,694,000	306.95
BROWARD CO SCHOOL BOARD					
GENERAL FUND	5.13500	1,699,360	0	1,699,360	8,726.21
CAPITAL OUTLAY	1.50000	1,699,360	0	1,699,360	2,549.04
VOTER APPROVED DEBT LEVY	0.10430	1,699,360	0	1,699,360	177.24
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03970	1,694,000	0	1,694,000	67.25
OKEECHOBEE BASIN	0.12460	1,694,000	0	1,694,000	211.07
SFWMD DISTRICT	0.11520	1,694,000	0	1,694,000	195.15
SOUTH BROWARD HOSPITAL	0.12660	1,694,000	0	1,694,000	213.44
CHILDREN'S SVCS COUNCIL OF BC	0.48820	1,694,000	0	1,694,000	827.01
CITY OF PEMBROKE PARK	8.50000	1,694,000	0	1,694,000	14,399.00
FL INLAND NAVIGATION	0.03200	1,694,000	0	1,694,000	54.21

Total Millage:	21.83400	Ad Valorem Taxes:	\$37,022.90
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Levying Authority	NON - AD VALOREM TAXES	Rate	Amount

Non - Ad Valorem Assessments:	\$0.00
Combined Taxes and Assessments:	\$37,022.90

If Postmarked By	Jun 30, 2020	Jul 31, 2020			
Please Pay	\$8,700.39	\$9,718.52			

Folio: 704110

4000000000000000000000000704110202000000925573000000000002

Make checks payable to:

**BROWARD COUNTY TAX COLLECTOR
GOVERNMENTAL CENTER ANNEX
115 S. ANDREWS AVENUE, ROOM # A100
FORT LAUDERDALE, FL 33301-1895**

Property ID Number
514221-01-0108

PAY YOUR TAXES ONLINE AT:
broward.county-taxes.com

If Postmarked By	Please Pay
Jun 30, 2020	\$8,700.39
Jul 31, 2020	\$9,718.52

Return with Payment

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT

2350 SW 30 AVENUE PROPERTIES LLC
2350 SW 30 AVE
PEMBROKE PARK, FL 33009

Please Pay Only One Amount
Prior Year(s) Taxes Due

Folio: 704110

Property ID Number	Escrow Code	Assessed Value	Exemptions	Taxable Value	Millage Code
514221-01-0108		See Below	See Below	See Below	0613

2350 SW 30 AVENUE PROPERTIES LLC
2350 SW 30 AVE
PEMBROKE PARK, FL 33009

**PAYMENT OF DELINQUENT TAXES MUST BE BY:
CASH, CASHIERS CHECK, MONEY ORDER, OR
CREDIT CARD - NO PERSONAL CHECKS.
FULL PAYMENT ONLY: NO PARTIAL PAYMENTS
CAN BE ACCEPTED FOR DELINQUENT TAXES.
NO DELINQUENT TAX PAYMENTS CAN BE MADE
AT WELLS FARGO BANK.**

2350 SW 30 AVE
SUB OF 21-51-42 B-13 D
LOT 2 S 100 OF N 614.60 LESS E
40 LYING W OF ST RD 9 TOGETHER
WITH LOT 2 LYING W OF ST RD 9
PM LESS N 120 R LESS S 182 OF

AD VALOREM TAXES					
Taxing Authority	Millage	Assessed Val	Exemptions	Taxable Val	Taxes Levied
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.48780	1,694,000	0	1,694,000	9,296.33
VOTED DEBT	0.18120	1,694,000	0	1,694,000	306.95
BROWARD CO SCHOOL BOARD					
GENERAL FUND	5.13500	1,699,360	0	1,699,360	8,726.21
CAPITAL OUTLAY	1.50000	1,699,360	0	1,699,360	2,549.04
VOTER APPROVED DEBT LEVY	0.10430	1,699,360	0	1,699,360	177.24
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03970	1,694,000	0	1,694,000	67.25
OKEECHOBEE BASIN	0.12460	1,694,000	0	1,694,000	211.07
SFWM DISTRICT	0.11520	1,694,000	0	1,694,000	195.15
SOUTH BROWARD HOSPITAL	0.12600	1,694,000	0	1,694,000	213.44
CHILDREN'S SVCS COUNCIL OF BC	0.48820	1,694,000	0	1,694,000	827.01
CITY OF PEMBROKE PARK	8.50000	1,694,000	0	1,694,000	14,399.00
FL INLAND NAVIGATION	0.03200	1,694,000	0	1,694,000	54.21
Total Millage:	21.83400		Ad Valorem Taxes:		\$37,022.90
Levying Authority	NON - AD VALOREM TAXES		Rate	Amount	
Non - Ad Valorem Assessments:					\$0.00
Combined Taxes and Assessments:					\$37,022.90
If Received By Please Pay	Jul 31, 2020 \$10,120.95	Aug 31, 2020 \$10,166.50	Sep 30, 2020 \$10,212.06		

Folio: 704110

4000000000000000000000000704110201900000993874000000000009

Make checks payable to:

**BROWARD COUNTY TAX COLLECTOR
GOVERNMENTAL CENTER ANNEX
115 S. ANDREWS AVENUE, ROOM # A100
FORT LAUDERDALE, FL 33301-1895**

Property ID Number
514221-01-0108

PAY YOUR TAXES ONLINE AT:
broward.county-taxes.com

If Received By	Please Pay
Jul 31, 2020	\$10,120.95
Aug 31, 2020	\$10,166.50
Sep 30, 2020	\$10,212.06

Return with Payment

Please Pay Only One Amount

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT
ONLY CASH, CASHIER'S CHECK, CREDIT CARD, OR MONEY ORDER ACCEPTED
2350 SW 30 AVENUE PROPERTIES LLC
2350 SW 30 AVE
PEMBROKE PARK, FL 33009

BROWARD COUNTY

2018 Paid Real Estate
Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Folio: 704110

Property ID Number	Escrow Code	Assessed Value	Exemptions	Taxable Value	Millage Code
514221-01-0108		See Below	See Below	See Below	0613

2350 SW 30 AVENUE PROPERTIES LLC
2350 SW 30 AVE
PEMBROKE PARK, FL 33009

PAYMENTS MUST BE MADE IN US FUNDS AND
DRAWN ON US BANK ACCOUNT.

2350 SW 30 AVE
SUB OF 21-51-42 B-13 D
LOT 2 S 100 OF N 614.60 LESS E
40 LYING W OF ST RD 9 TOGETHER
WITH LOT 2 LYING W OF ST RD 9
514221-01-0108

AD VALOREM TAXES					
Taxing Authority	Millage	Assessed Val	Exemptions	Taxable Val	Taxes Levied
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.47920	1,540,000	0	1,540,000	8,437.97
VOTED DEBT	0.18980	1,540,000	0	1,540,000	292.29
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.77500	1,717,900	0	1,717,900	8,202.97
CAPITAL OUTLAY	1.50000	1,717,900	0	1,717,900	2,576.85
VOTER APPROVED DEBT LEVY	0.12790	1,717,900	0	1,717,900	219.72
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.04170	1,540,000	0	1,540,000	64.22
OKEECHOBEE BASIN	0.13100	1,540,000	0	1,540,000	201.74
SFWMD DISTRICT	0.12090	1,540,000	0	1,540,000	186.19
SOUTH BROWARD HOSPITAL	0.14140	1,540,000	0	1,540,000	217.76
CHILDREN'S SVCS COUNCIL OF BC	0.48820	1,540,000	0	1,540,000	751.83
CITY OF PEMBROKE PARK	8.50000	1,540,000	0	1,540,000	13,090.00
FL INLAND NAVIGATION	0.03200	1,540,000	0	1,540,000	49.28

Total Millage: 21.52710 Ad Valorem Taxes: \$34,290.82

NON - AD VALOREM TAXES		
Levying Authority	Rate	Amount

Non - Ad Valorem Assessments: \$0.00

Combined Taxes and Assessments: \$34,290.82

If Postmarked By	Mar 31, 2019				
Please Pay	\$0.00				

BROWARD COUNTY

2018 Paid Real Estate
Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Folio: 704110

Paid 04/03/2019 Receipt # LBX-18-00151033 \$9,554.54
03/31/2019 Effective Date Paid By

Make checks payable to:

BROWARD COUNTY TAX COLLECTOR
GOVERNMENTAL CENTER ANNEX
115 S. ANDREWS AVENUE, ROOM # A100
FORT LAUDERDALE, FL 33301-1895

Property ID Number
514221-01-0108

PAY YOUR TAXES ONLINE AT:
broward.county-taxes.com

If Postmarked By	Please Pay
Mar 31, 2019	\$0.00

Please Pay Only One Amount

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT

2350 SW 30 AVENUE PROPERTIES LLC
2350 SW 30 AVE
PEMBROKE PARK, FL 33009

\$9,554.54
LBX-18-00151033
Paid By 04/03/2019 Effective Date 03/31/2019

Return with Payment

Tangible Taxes

Broward Tax Collector — 954-831-4000

No Taxes Due



MARTY KIAR

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BROWARD COUNTY PROPERTY APPRAISER

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[PORTABILITY ESTIMATOR](#) | Search:

FILE FOR HOMESTEAD ONLINE

[Home](#)
[Office Location](#)
[Property Owner](#)
[Bill of Rights](#)
[Appeals & Petitions](#)
[Maps & Aerials](#)
[Download Forms](#)
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[Ask A Question](#)
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Try the tangible search on our new website.

☐ Account Number ☒ Business Name ☐ Address



Tangible Personal Property Search

Please enter as much information as you know: House Number, Street Direction, Street Name and Street Type (Example 122 S 33 Street)

Enter Property Address:	2350 House Number	SW ▼ Street Direction	30 Street Name	Avenue ▼ Type
Note: A Street name field must be exact unless * wildcard is used at the end. For Example: CA* = CAN, CAR, CAT, etc				

[BACK](#)

[SEARCH](#)

Source: Broward County Property Appraiser's Office - Contact our office at 954.357.6830. Legal Disclaimer.
Having trouble viewing our website? Please contact our accessibility hotline for assistance at accessibility@bcpa.net or call 954.357.6830.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



MARTY KIAR
BROWARD
COUNTY
PROPERTY APPRAISER

PREVIOUS

NEXT

PRINT

NEW SEARCH

BCPA HOME

Tax Bills

Site Address	2350 SW 30 AVE 101, PEMBROKE PARK
Property Owner	EUROPEAN COLLECTION DECORATOR
Mailing Address	4622 SEAGRAPE DR LAUDERDALE BY THE SEA, FL 33008

ID #	600000010047
Millage	0613
Sched	C
Area	E

2020 Property Assessment Values	
Assessed Value	\$8,457
Taxable Value	

2019 Delinquent Real Estate Taxes can now be paid online, by mail, or at the tax office. Delinquent taxes can only be paid in full either online by credit card only (no debit cards or e-checks), at the tax office by cashiers' check or money order (drop-off only as the office remains closed), or by mail by cashiers' check or money order. For information about payment by wire transfer, contact us at revenue@broward.org.

2020 FIRST INSTALLMENT TAX BILLS have been mailed and are now available and payable online.

BUSINESS TAX RENEWAL CARDS FOR 2020-2021 WERE MAILED OUT JULY 1, 2020, AND TAXES ARE NOW DUE AND PAYABLE:

Renewal balances can be paid online by most businesses unless Certificates or Licenses are required.

Search your account by the Business Tax Receipt Number. A green "Pay Receipt" link will display if you qualify to pay online. After the payment is completed and confirmed, you can print your Tax Receipt by clicking on the link "Print Your Business Tax Receipt". You can contact us at businesstax@broward.org.

Bill History — Tangible Property Account #600000010047

Tangible Property Account #600000010047

[Parcel details](#)

[Latest bill](#)

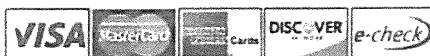
[View/Print full bill history](#)

Print Full 2020

There are no unpaid bills.

Amounts as of 07/27/2020

Bill	Balance	Status	Action
2019 Annual Bill	\$0.00		Print (PDF)
2018 Annual Bill	\$0.00		Print (PDF)
2017 Annual Bill	\$0.00		Print (PDF)
2016 Annual Bill	\$0.00		Print (PDF)
2015 Annual Bill	\$0.00		Print (PDF)
2014 Annual Bill	\$0.00		Print (PDF)
2013 Annual Bill	\$0.00		Print (PDF)
2012 Annual Bill	\$0.00		Print (PDF)
2011 Annual Bill	\$0.00		Print (PDF)
2010 Annual Bill	\$0.00		Print (PDF)
2009 Annual Bill	\$0.00	11/21/2009 Paid \$84.51 Receipt #L.BX-09-00045522 Effective 11/12/2009	Print (PDF)
2008 Annual Bill	\$0.00	11/18/2008 Paid \$164.02 Receipt #2008-7358217 Effective 11/01/2008	Print (PDF)
2007 Annual Bill	\$0.00	11/03/2007 Paid \$467.47 Receipt #2007-7284712 Effective 11/01/2007	Print (PDF)
Total Balance	\$0.00		There are no unpaid bills.





MARTY KIAR

Select Language ▼
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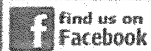
BROWARD COUNTY PROPERTY

f t y l i n e

PROPERTY SEARCH | SENIOR CITIZENS | HOMESTEAD & OTHER EXEMPTIONS | HOME BUYER'S TAX ESTIMATOR | PORTABILITY
ESTIMATOR | Search:

FILE FOR HOMESTEAD ONLINE

Home
Office Location
Property Owner
Bill of Rights
Appeals & Petitions
Maps & Aerials
Download Forms
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Market Sales
Library
Ask A Question
E-Mail Marty Kiar
Meet Marty Kiar
Event Calendar
Important Dates
Report Fraud
Newsletter
Legislation
Data Requests
Related Links
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Try the tangible search on our new website.

Account Number * Business Name Address



Tangible Personal Property Search

Directions: Enter the Owner's name, like this:
Last Name, First Name

Example: Smith, John

Owner's Name: 2350 SW 30 AVENUE PROF

BACK

SEARCH

Source: Broward County Property Appraiser's Office - Contact our office at 954-357-6830. Legal Disclaimer.
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MARTY KIAR

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BROWARD COUNTY PROPERTY

f t i

PROPERTY SEARCH | SENIOR CITIZENS | HOMESTEAD & OTHER EXEMPTIONS | HOME BUYER'S TAX ESTIMATOR | PORTABILITY

ESTIMATOR | Search:

FILE FOR HOMESTEAD ONLINE

Home
Office Location
Property Owner
Bill of Rights
Appeals & Petitions
Maps & Aerials
Download Forms
F.A.Q.
Phone Directory
E-Newsletter
Market Sales
Library
Ask A Question
E-Mail Marty Kiar
Meet Marty Kiar
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No records found.

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Code Enforcement, Permitting and Special Assessments

Pembroke Park Code Enforcement and Building Department -
(954) 966-4600

There are open code enforcement violation(s) on this property.

There are special assessment fees due.

Please contact Pembroke Park Code Enforcement and Building
Department for more information.

*This report provides unrecorded municipal debt search
results. Any recorded code enforcement liens contained
herein are provided for informational purposes only and may
not be relied upon in lieu of a title search.



TOWN OF PEMBROKE PARK

3150 S.W. 52ND AVENUE · PEMBROKE PARK, FLORIDA 33023 · BROWARD (954) 966-4600 · FAX (954) 966-5186

July 23, 2020

Attn: Diego Ponce
PropLogix
5901 N Honore Ave, Ste. 200
Sarasota, FL 34243

Folio# 514221010108
2350 SW 30 Avenue Properties, LLC
2350 SW 30 Avenue
Pembroke Park, FL 33009

To Whom It May Concern:

In connection with your request to the above reference, this letter is to advise you that we have researched our records and to the best of our knowledge, in our Business license dept. this property has a current billing that is due Sep. 30, 2020 for \$695.00 (account#133040). Also attached is a Case overview in our Codes Department. (See attached).

The above information is provided only as it relates to building permits, code enforcement violations, business tax receipts and special assessments. Water and sewer billing information must be obtained from the Environmental Services Department of Broward County. Tax information must be obtained from the Revenue Collector's Office of Broward County. In regards to solid waste, the private company that the property owners contracted must be contacted to find if any liens are outstanding.

If you have any questions, please do not hesitate to contact me.

Kind regards,

Valerie Price
Lien Search Department

Town Of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5413
Phone: (954) 966-4600 EXT:214 Fax: (954) 966-5186



STATEMENT

WE BRONZE WHOLESale, LLC
2350 SW 30 AVE
PEMBROKE PARK FL 33009

ACCOUNT NO.
133040

DATE
6/24/2020

BUSINESS DESCRIPTION

SALES-ART/STATUES/FOUNTAIN
(NO OUTDOOR STORAGE/DISPLAY)

BUSINESS ADDRESS
2350 SW 30 AVE

DATE	DESCRIPTION	CHARGES	BALANCE
FY 2021	Alarm Registration	10.00	10.00
FY 2021	Business Tax	580.00	580.00
FY 2021	Certificate Of Use	105.00	105.00

Payments not made within thirty (30) days of the billing date are considered LATE; a late payment charge of \$10.00 or two percent (2%) of amount due, whichever greater will be applied and your account may be subject to additional interest fees.

SUB-TOTAL \$695.00

PLEASE PAY \$695.00

Case Overview

Property/Incident Information

Owner	Address	Site Address
2350 SW 30 AVENUE PROPERTIES LLC	2350 SW 30 AVE PEMBROKE PARK, FL 33009	2350 SW 30 AVE, PEMBROKE PARK, FL 33009

Legal Description

SUB OF 21-51-42 B-13 D LOT 2 S 100 OF N 614.60 LESS E 40 LYING W OF ST RD 9 TOGETHER WITH LOT 2 LYING W OF ST RD 9 R/W LESS N 430 & LESS S 162 OF N 676.59 EXCEPT E 40, BLK 13

Description

Property is in need of exterior maintenance (walls, roof, railing and landscaping).

Case Status	Open	Case #	20030002	Date Next Inspection	7/22/2020
--------------------	------	---------------	----------	-----------------------------	-----------

Notes Property is in need of exterior maintenance (walls, roof, railing, door and landscaping). The walls are covered in graffiti, has chipped paint and dirt. Railing is fallen over and has chipped paint. Door on right side of the building has eroded. The Fence in back end of the property is overgrown with vines and hedges. Hedges in front of the property are dying. Roof has accumulated dirt. Property has prohibited snipe signs and sandwich sign.

Property owner has to pressure wash the entire property (roof, walls, parking lot) and paint walls. Railing must be in good state of repair and spray painted. Door must be repaired. Vines must be removed from fence and hedges must be trimmed vertically. All dead vegetation must be removed and replanted. All prohibited signs must be removed.

Documents Issued

<u>Date Issue</u>	<u>Document Type</u>
3/11/2020	Courtesy Notice
7/22/2020	Affidavit of Non-Compliance

Violations

Ordinance/Regulation	Section	Description	Date Complied
BUILDING AND BUILDING REGULATIONS	Sec 5-103. - Exterior maintenance of structures and premises (a)	All exterior surfaces of buildings and accessory structures shall be properly maintained and protected from the elements by paint or other protective coating applied in a workmanlike fashion. Painted or protective coatings shall be uniform in color without blemishes throughout the exterior and shall be in accordance with the color palette of the Town of Pembroke Park adopted by Resolution. Trim paint shall be uniform in color without blemishes and can be of another color in accordance with the adopted color palette of the Town of Pembroke Park. Every foundation, exterior wall, window, roof, and all other exterior surfaces shall be free of holes, cracks, breaks, loose or rooted wood and any condition that would allow rain or moisture to enter the interior portions of the walls or to the occupied spaces of the dwellings, commercial, industrial or other non-residential buildings or structure.	Not in Compliance - Reinspection Date: 7/22/2020

Case Overview

BUILDING AND BUILDING REGULATIONS	Sec 5-103. - Exterior maintenance of structures and premises (b)	Roofs shall be structurally sound, watertight and shall prevent rainwater or moisture from entering the walls, ceilings or any other portion of the dwelling, commercial, industrial or other non-residential building or structure. All building roofs and gutters shall be kept free of faded or chipped paint and shall be maintained in good repair and in good condition to prevent deterioration and must be cleaned (pressure and/or chemical), repainted or re-covered with like material when twenty-five (25) percent or more of any exposed roof surface becomes discolored or is scaling. In the event a roof shingle or tile is replaced, the replacement shingle or tile shall be of the closest possible color and shade to the existing roofing shingles or tiles.	7/22/2020
BUILDING AND BUILDING REGULATIONS	Sec 5-103. - Exterior maintenance of structures and premises (c)	Fences, exterior walls, dumpster enclosures, perimeter hedges, playground equipment, trellis, swimming pools, modular storage structures, and similar utility enclosures shall be maintained in a good state of repair.	7/22/2020
BUILDING AND BUILDING REGULATIONS	Sec 5-103. - Exterior maintenance of structures and premises (e)	All store fronts and walls exposed to public view shall be maintained and kept in a good state or repair.	7/22/2020
BUILDING AND BUILDING REGULATIONS	Sec 5-103. - Exterior maintenance of structures and premises (i)	Dead and dying trees and limbs or other natural growth which constitute a health or safety hazard to persons or property shall be removed. Trees shall be kept reasonably pruned and trimmed to prevent the occurrence of a health or safety hazard.	7/22/2020
BUILDING AND BUILDING REGULATIONS	Sec 5-103. - Exterior maintenance of structures and premises (l)	Premises and adjacent swales shall be kept landscaped, irrigated and maintained in good repair. All landscaping on commercial property shall be in compliance with the site plan. Any person who increases the area of a primary structure by more than twenty (20) percent shall comply with all landscaping requirements in effect at the time of alteration unless said person applies for and is granted a special permit by the Town Commission.	7/22/2020
BUILDING AND BUILDING REGULATIONS	Sec 5-103. - Exterior maintenance of structures and premises (n)	All store fronts and walls exposed to the public view shall be maintained in a state of good repair. Each exterior wall surface of buildings and structures shall be kept free of faded or chipped paint and must be cleaned (pressure and/or chemical), repainted or re-covered with like material when twenty - five (25) percent or more of any exposed surface becomes discolored or is peeling.	7/22/2020
BUILDING AND BUILDING REGULATIONS	Sec 5-103. - Exterior maintenance of structures and premises (o)	Exterior building and structure colors. The exterior of all new structures or existing structures which is to be painted or repainted, shall be compatible with the official color palette of the Town of Pembroke Park, adopted by Resolution, which is on record in the Building Department. Multiple colors, including trim, may not be used except to accent architectural features of the structure, unless approved by the Town Planner when it is found that the colors are generally consistent with the official color palette of the Town and compatible with other dwellings and/or nonresidential buildings in the neighborhood. All new buildings shall have their colors reviewed as part of the site plan review process. All buildings or structures whose exterior color does not conform to the official color palette at the time of the adoption of this article shall be removed or altered within a period of time not to exceed one (1) year from the effective date of this ordinance. The exterior of all bul...	Not in Compliance - Reinspection Date: 7/22/2020
BUILDING AND BUILDING REGULATIONS	Sec 5-103. - Exterior maintenance of structures and premises (h)	Refuse, brush, weeds, broken glass, stumps, roots, obnoxious growths, filth, garbage, trash and debris shall not be permitted on any premises. This subsection shall not apply to garbage, trash and debris which is containerized in approved receptacles for appropriate collection and removal.	7/22/2020
BUILDING AND BUILDING REGULATIONS	Sec 5-105. - Repairs and installations	Repairs and installations shall be made so as to comply with the provisions of the building code or the approved site plan. All work shall proceed in a timely fashion and be done in a workmanlike manner.	Not in Compliance - Reinspection Date: 7/22/2020
BUILDING AND BUILDING REGULATIONS	Sec 5-207. - Graffiti Enforcement	The Broward County Sheriff's Deputies and Town Code Enforcement Officers are hereby authorized to enforce the provisions of this section, including the issuance of notices to appear and notices required herein pursuant to under section 5-208. (Ord. No. 99-3-1, 7, 3-9-99)	7/22/2020

Case Overview

SIGNS AND ADVERTISING

Sec. 21-19. - Prohibited
signs.

The following are those signs which shall not be permitted within the municipal limits of the town: (1) Animated signs; (2) Sidewalk or sandwich signs; (3) Snipe signs, with the exception of political signs; (4) Banner signs, flags or pennants when used for advertising purposes, except as provided in section 21-21; (5) all signs that contain exposed lighting of any type or have the appearance of one of the above types of light fixtures; (6) Permanent signs which are illuminated from outside the boundaries of the sign by visible lighting fixtures; (7) Roof signs; (8) Billboards; except as provided for in section 21-20(4); (9) Advertising benches; people shelters or bus shelters; except by municipal contract; (10) Box or cabinet signs; except as allowed by this article; (11) Vehicle or trailer signs used on a given location or site in addition to or in lieu of a temporary or permanent sign permitted by this article, unless required by governmental agencies; (12) Sign locate...

Not in Compliance -
Reinspection Date:
7/22/2020

Utilities

Broward County WWF - (954) 831-3250



Public Works Department

WATER AND WASTEWATER SERVICES / Business Operations Division

2555 West Copans Road • Pompano Beach Florida 33069 • PHONE: 954-831-0991

RCVD BY: CR
DATE RECEIVED

JUL 13 2020

CHECK #: 1150
AMOUNT: \$ 252

Title Company: PropLogix

Address: 5901 N Honore Ave Suite 200

City: Sarasota, Florida, 34243

Phone: 941-444-7142

Email: Diego.Ponce@proplogix.com

BROWARD COUNTY WATER & WASTE WATER SERVICES
2555 West Copans Road
Pompano Beach, FL 33029ATTN: Teresa Owens
towens@broward.org

Please provide us with the status of the utility account (water, sewer) for current or outstanding balances due for the property listed below as well as liens, and/or special assessments. Enclosed is a check for \$10.00 for the request.

Reference Number:

Folio Number: 514221010108

Property Address with city: 2350 SW 30 Avenue, Pembroke Park, Florida 33009

Owner's name: 2350 SW 30 Avenue Properties, LLC

Legal Description: SUB OF 21-51-42 B-13 D LOT 2 S 100 OF N 614.60 LESS E 40 LYING W OF S

☒ Water ☐ Sewer ☒ Stormwater ☐ Garbage

 Master Meter ☒ No ☐ Yes If YES, Number of UNITS _____

 P-153090
6/15/2020

Broward County Board of County Commissioners

 Mark D. Bogen • Beam Furr • Dale V.C. Holness • Marty Klar • Chip LaMarca • Tim Ryan • Barbara Sharief • Lois Wexler
www.broward.org



WATER & WASTEWATER SERVICES

2555 W COPANS RD, POMPANO BEACH FL 33069 . PHONE 954-831-3250

STATEMENT OF OUTSTANDING BALANCE AND LIENS

Date: 7/16/2020

Request by: PropLogix

Folio #: 514221010108

Premise #: 153090

Address: 2350 SW 30 AVE

In response to your request, the following is a listing of all outstanding charges for the aforementioned property location.

<u>CUST #</u>	<u>STAT</u>	<u>CURR BAL</u>	<u>LIEN AMT</u>	<u>LIEN STAT</u>	<u>ASSESSMENT</u>	<u>SERVICE TO</u>
3155979	C	0.00				6/15/2020
3042649	P	0.00				8/16/2010
TOTAL DUE:		0.00				

If you wish to make a payment for the requested lien search, please do not hesitate to contact our Customer Service Office at 954-831-3250.

Sincerely,

R. THOMPSON

Lien Service Representative

P = Previous, C = Current

* Current balance may include lien amount

* An active lien should bear interest at the legal rate



WATER & WASTEWATER SERVICES

2555 W COPANS RD, POMPANO BEACH FL 33069. Phone 954-831-3250

CUSTOMER FINANCIAL HISTORY - STARTING APRIL 08, 2020

Date: 7/16/2020
Customer #: 3155979 2350 SW 30 AVE PROPERTIES LLC
Premise: 2350 SW 30 AVE, HOLLYWOOD, 33009-3018 153090
Balance: \$0.00
Deposit: \$50.00

	<u>DESCRIPTION</u>	<u>Amount</u>	<u>Balance</u>
07/09/2020	Cash Receipt	229.15 cr	0.00
06/17/2020	Water Invoice	229.15	229.15
06/11/2020	Cash Receipt	283.93 cr	0.00
05/19/2020	Water Invoice	283.93	283.93
05/14/2020	Cash Receipt	265.67 cr	0.00
04/17/2020	Water Invoice	265.67	265.67
04/08/2020	Cash Receipt	265.67 cr	0.00

7/30/2020

2350 SW 30 Avenue Pembroke Park Variance application, Justification Statement and Parking Report

Subject: 2350 SW 30 Avenue Pembroke Park Variance application, Justification Statement and Parking Report

Date: 7/29/2020 2:15:20 PM Eastern Standard Time

From: Jshir@beckerlawyers.com

To: webronze@aol.com

Cc: CLAPLANT@beckerlawyers.com

Ed,

Hope you are doing well. Attached you will find the application for the variance amendment on your site, Justification Statement and parking report from Tom Hall.

Please sign (in two places) the Variance Application and have it notarized. The Town also requires a payment of \$7,500 for the application, a portion of which may be returned after the process is completed. Please make that payment out to the Town of Pembroke Park, c/o Michael Miller Town Planner.

Do you have a survey of the property? That will be helpful. Additionally, the buyer's broker has promised to send a conceptual plan shortly (guess they're going to make some improvements).

I did have a conversation very recently with the Planning Director and received positive feedback. He and the City Attorney promised to help expedite our application through the process.

Talk soon,
Jeremy

Jeremy B Shir
Attorney at Law

Becker

Becker & Poliakoff
1 East Broward Blvd., Suite 1800
Ft. Lauderdale, FL 33301

📞 954.364.6028

📠 954.985.4176

✉ Jshir@beckerlawyers.com

🌐 www.beckerlawyers.com

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CERTIFICATE OF FILING EXHIBITS OF THE HEARING EXAMINER

I HEREBY CERTIFY that the aforementioned was filed and served with the Clerk of the Town of Pembroke Park, Florida, this 18th day of December, 2020.

/s/ HARRY HIPLER

HARRY HIPLER FBN 199842

EMAIL: hhip@aol.com

Town of Pembroke Park

Hearing Examiner

3150 SW 52nd Avenue

Pembroke Park, Florida 33023

954-966-4600

ORDINANCE NO. 02-02-01

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO A PORTION OF LOT 2, BLOCK 13, IN SECTION 23, TOWNSHIP 51 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 13, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, GRANTING A VARIANCE FROM SECTION 28-327(a) TO REDUCE THE REQUIRED PERIMETER SETBACK ON THE SOUTH PROPERTY LINE, SECTION 28-301(a)(9) REDUCING THE REQUIRED NUMBER OF PARKING SPACES, SECTION 27-39(a)(9) TO REDUCE THE AVERAGE 10 FOOT WIDE LANDSCAPED AREA AROUND THE BUILDING, AND SECTION 13.5-32 ALLOWING FOR 3 DRIVEWAYS CONNECTING TO THE STREET; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hearing Examiner of the Town of Pembroke Park, Florida, pursuant to the Notice Requirements of Chapter 28 of the Code of Ordinances of the Town of Pembroke Park and Chapter 166, Florida Statutes, conducted a public hearing on July 26, 2001 to consider the request for a variance by Cyril Kaufman to allow for a variance from the provisions of the Pembroke Park Code of Ordinances as follows: Section 28-327(a) to allow for reduction in the required perimeter setback on the south property line from 10 feet to zero feet, Section 28-301(a)(9) to allow for a reduction in the required number of parking spaces from ³¹ 17 to ²² 8, Section 28-39(a) to allow for reduction from the average 10 foot wide landscaped area around the building near the parking spaces, and Section 13.5-32 allowing for 3 driveway connections to the street for the property described in Section 1 hereof;

WHEREAS, the Town Staff has reviewed the application for variances and has recommended approval of all the variance requests except for the reduction in the number of parking spaces; and

WHEREAS, the Hearing Examiner has prepared a report based on the evidence submitted at the aforesaid public hearing and has recommended that the Pembroke Park Town Commission grant all the variances in the petition filed by the applicant.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the zoning variance requests contained in the application of Cyril Kaufman dated May 24, ²⁰⁰¹ 2001, to allow for variances from the Town of Pembroke Code of Ordinances as follows: Section 28-327(a) to allow for reduction in the required perimeter setback

Tower
Bridge
Antigua
Corrected
2004
per C. Ryan

on the south property line from 10 feet to zero feet, Section 28-301(a)(9) to allow for a reduction in the required number of parking spaces from ^{31 22}17 to 9, Section 28-39(a) to allow for reduction from the average 10 foot wide landscaped area around the building near the parking spaces, and Section 13.5-32 allowing for 3 driveway connections to the street for the property described in the attached Exhibit "A" being and the same are hereby granted. (See 'HO conditions').

Section 2: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not effect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 3: That all Ordinances, parts of Ordinances, Resolutions, parts of Resolutions, in conflict herewith be and the same are hereby repealed to the extend of such conflict.

Section 4: That this Ordinance shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on First Reading the 10th day of January, A.D., 2002.

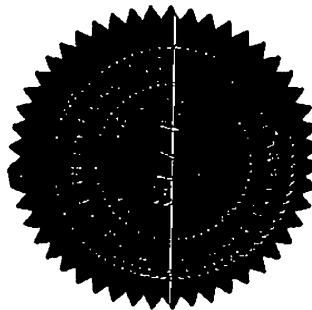
PASSED AND ADOPTED on Second Reading this 13th day of February, A.D., 2002.

PASSED AND ADOPTED on Third Reading this 13th day of February, A.D., 2002.


ANNETTE WEXLER
Mayor-Commissioner

ATTEST:


THERESA CIUMMO
Clerk-Commissioner



02 02 04 013 000000000000

PP Hearing Officer Reports

1. That the Town Commission of the Town of Pembroke Park GRANT the Petition for Variance as to variance requests numbers one, two, four, and five as requested by Petitioner in the Petition, as outlined in the Town Planner's Report, and as outlined herein.

2. That the Town Commission of the Town of Pembroke Park GRANT the Petition for Variance as to variance request number three as to a reduction in parking spaces to 22 spaces from 35 spaces under strict guidelines for this type of development of an antique store.

3. That if the Town Commission of the Town of Pembroke Park APPROVES a variance for parking spaces by allowing 22 parking spaces for an antique store, then it should be limited only to an antique store and no other type of business.

4. That if a variance is allowed for 22 parking spaces, then only an antique store should be allowed to occupy the instant property now and in the future. If some other form of business occupies the subject real property in the future, ie, restaurant, furniture store, other type of retail store, etc., then additional parking spaces will be required by the new entrepreneur dependent on the type and nature of the future business and subject to the complete discretion of the Town of Pembroke Park staff.

Hipler - Pembroke Park Hearing Officer
Over Bridge Antiques Variances

July 12th, 2001

Page 5

MMPA Staff Report

1,300 would yield a very large surplus. Estimating 10% office use a total of 12 parking spaces would be required. My April 27th, 2001 letter to the applicant requested a specific floor area use breakdown but to date none has been provided. The owner originally submitted two (2) site plan concepts when he purchased the property. If the 14,314 sq. ft. plan were built and assuming the normal 10% accessory office space scenario, a total of 26 parking spaces would be necessary. If the 16,304 sq. ft. plan were built and assuming the normal 10% accessory office space scenario, a total of 30 parking spaces would be required. With the new plan submitted by the contractor, 19,129 sq. ft. is proposed. Utilizing the previous scenario, a total of 35 parking spaces are required. The justification letter states the applicant feels that the Town Code required too much parking for an antique store and states other municipalities use one (1) space for each one thousand (1,000) or one (1) space for each one thousand five hundred (1,500) square feet. The City of Dania Beach has a large number of antique stores along Federal Highway and they require one parking space for each 250 SF of floor area, far in excess of what our Town code would require. The zoning official at Dania Beach did acknowledge that most of the existing buildings and parking arrangements were "grand-fathered in" and few parking problems occurred. From all of the resources I have from other municipalities, I cannot find any City with parking space calculations as presented except for self-storage mini-warehouse facilities. In the April 27th letter I suggested that a professional engineer would need to prepare a parking study for such uses to justify the variance. None has been submitted to date. Despite this, I feel a further reduction could be requested as ITE (Institute of Transportation Engineers) data sources we researched indicated a furniture store (I would consider an antique store a similar use) needed about one space (1.22 spaces) for each 1,000 SF of floor area plus additional spaces for office use workers. This would result in a need for 27 parking spaces. In my opinion, there is no valid reason to permit only 22 parking spaces. The development plans submitted are too intensive. My office has stated this position since last fall and is cited in all letters to the applicant and their contractor. My suggestion is to reduce the building square feet to provide at least 1.22 parking spaces per 1,000 square feet as would be required by the ITE data. The applicant has stated that they are investigating using the railroad right-of-way for additional parking should the need arise. This would not be feasible as no vehicular access is proposed to the railroad corridor, the railroad does not permit such uses, and especially with current plans to double track the corridor and that would be a maintenance problem.

* [If any variance was granted, to avoid future parking problems, MMPA recommends that a condition be imposed that restricts the Town from Issuing Occupational Licenses for any use other than an Antique Store unless additional parking was provided or a portion of the building was demolished.] *

MMPA RECOMMENDATION FOR VARIANCE #3: DENIAL

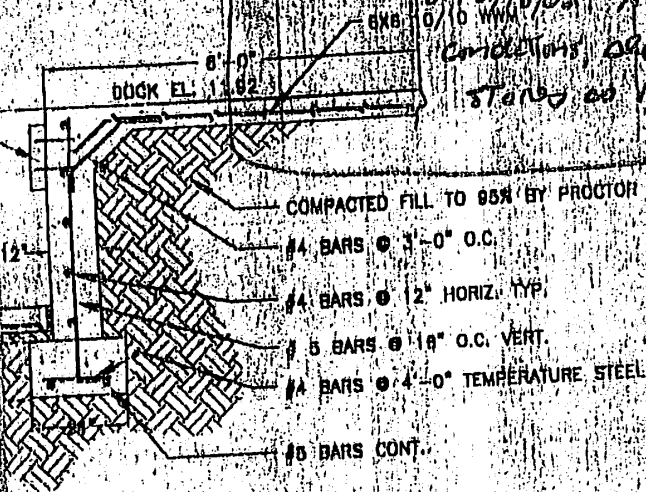
Variance Request #4 - A variance to Section 27-39(a) of the Landscape Code that requires an average 10' wide landscaped area (1/2 of the width can be sidewalk) around the building near parking spaces.

The existing site provides virtually no open space. This is a primary reason this area floods so badly. The vacant lot proposed for expansion has acted as the drainage basin for this area for many years. The contractor recently cleared the lot for development. The Town earlier this year adopted upgraded landscaping regulations to improve the appearance of developments.

CODE REQUIREMENT REQ. D. FANNING

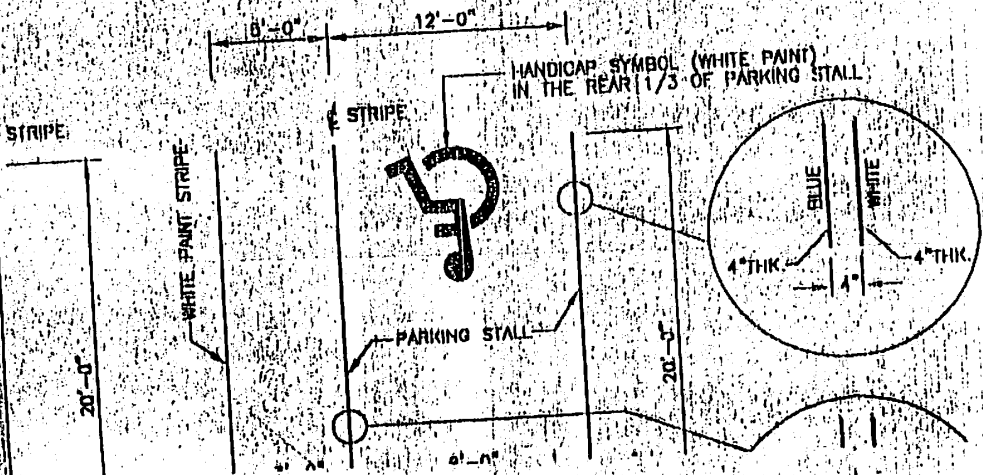
1 SQ. FT.	1:300 SQ. FT.	1.0 SPACES
10 SQ. FT.	1:600 SQ. FT.	10.0 SPACES
100 SQ. FT. EXISTING		
1 SQ. FT.	1:600 SQ. FT.	15.0 SPACES
2 SQ. FT.		5.0 SPACES
11 SQ. FT.	1:600 SQ. FT.	31.0 SPACES

* *Note: The Town Commission granted several variances for setbacks, driveway and quantity of parking space (Ord. 02-02-01) on 2/13/02. As per Hearing Officer/Planner conditions are limited to Antigua stores as related to parking space.*



NOTES:
 ALL CONCRETE TO BE 3,000 PSI
 REBARS SHALL BE
 REINFORCING WIRE SHALL BE

DOCK & RAMP DETAIL 'A'



Append Site Plan

TOW
2350

W.T. Patterson (PE)

Professional Engineer #14327

TOWN OF PEMBROKE PARK, FLORIDA
3150 SW 52 AVENUE PEMBROKE PARK, FLORIDA 33023

EXHIBIT “A”
OPTION 1
Revision to Ordinance No. 02-02-01
ALLOWABLE USES

In 2001-02 the then owner of Tower Bridge Antiques (Cyril Kaufman) located at 2350 SW 30th Avenue approached the Town with a request to expand the building size for his antique business that predominated the land uses in this area of the Town at that time. The site is small (18,900 sq. ft. / .43 acres), and the original building (1970) had several non-conforming features (setbacks / pervious area / etc.) due to Code changes over the years. As part of that request, due to the minimal parking characteristics of a typical antique business compared to most commercial or industrial uses, the owner requested a reduction of the required number of parking spaces. At that time a zoning variance procedure was required to reduce the number of required parking spaces. Also, with the building expansion the owner desired to mirror some of the non-conforming building setback lines. The owner submitted five (5) zoning variances for:

- (1) To provide a zero (0) foot side setback at one location (south property line) matching existing conditions when 10' is required.
- (2) To allow a 5'-2" setback at another location when 10' is required.
- (3) To allow a reduction of the landscaping areas around the building when 10' is required.
- (4) To allow three driveways to be built when only two are allowed.
- (5) To allow an off-street parking space reduction from 31 parking spaces to 22 parking spaces.

The Town Planner (MMPA) reviewed the variance application and prepared a staff report. The Town's Hearing Officer (Harry Hipler, Esq.) conducted a public meeting, considered the Town Planner's staff report, researched the matter, and issued a recommendation to the Town Commission. On February 13th, 2002, the Town Commission approved the zoning variances via Ordinance No. 02-01-01. As a condition of approval related to the reduced parking, so that future uses would not create parking problems, as recommended by both the Town Planner and Hearing Officer, the only allowable land use was an Antique Store, unless additional parking was arranged or portions of the expanded building were demolished to comply with Town Parking Code requirements. Antiques Stores have operated at this location since that time.

**Town of Pembroke Park
Tower Bridge Antiques Variance Land Use Revision
2350 SW 30th Avenue
August 28th, 2020
Page 2**

In 2020 new land owners of the site have requested permission to occupy the site with uses other than Antique Stores and have requested an amendment to the “use” limitation to allow a broader range of land uses, but with similar off-street parking characteristics. The owner’s engaged a Transportation Engineer with expertise in traffic and parking issues to study the matter. Prior to 2015 the Town’s M-1 Industrial Zoning District regulations for allowable uses was very vague which led to many problems with undesirable land uses. In 2015 the Town adopted major updates to the district regulations including the allowable land use listings (Permitted / Special Exception / Prohibited). The applicant has requested to expand the 2002 variance use to “Light Industrial Uses” which is not a term listed in the Town’s Zoning Code and is very broad and unacceptable. The new owners have stated their intended new use will primarily be a carpet & rug showroom / sales. The Town must utilize the current M-1 Industrial District permitted use listing in Zoning Code Sec. 28-211.5 to control the allowable land uses given the reduced parking situation. Following are recommended uses that comply with the 2002 zoning variance and existing Zoning Code allowances:

A. 2002 Tower Bridge Antiques Site Development Plan / Variance for an Antique Store per Ordinance No 02-01-01

B. Current 2020 Town Zoning Code

Sec. 28-211.5. - Permitted uses.

Except as provided in [Section 28-212](#) and [Section 28-213](#), no building or structure, or part thereof, shall be erected, altered, occupied or used, or land or water area occupied or used, in whole or in part, in the M-1 Industrial District for other than one (1) or more of the following permitted uses:

(a) Manufacture and distribution of:

Furniture and fixtures;

(d) Warehouse and storage buildings associated with manufacturing, assembly and distribution of goods and equipment, including self-storage facilities; provided however, that in addition to all other requirements of the Town, adequate areas are available for the storage of trucks used in the operation so that they are not parked in streets, driveways, automobile parking spaces or landscaped areas.

(f) The following service and trade establishments:

Drapery and blind fabrication and service;

(i) The following repair and shop uses:

Furniture repair;

(k) Carpet and rug cleaning.

**Town of Pembroke Park
Tower Bridge Antiques Variance Land Use Revision
2350 SW 30th Avenue
August 28th, 2020
Page 3**

RESOLUTION NO. 2021-005

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE SETTLEMENT AGREEMENT WITH AGATHA MUSE-SALTER; AUTHORIZING AND DIRECTING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID SETTLEMENT AGREEMENT ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission and Agatha Muse-Salter (“Muse-Salter”) mutually desire to settle *Agatha Muse-Salters v. Town of Pembroke Park* CAE 20-006663 (21), filed in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida (the “Lawsuit”) by entering into the attached Settlement Agreement (“Attachment 1”);

WHEREAS, as part of the Settlement Agreement, Muse-Salter agrees to execute a “Release” in favor of the Town, which is Exhibit A to the attached Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the Town Commission hereby approves the attached Settlement Agreement which indicates that Muse-Salter was released from employment by the Town for “no cause.”

Section 2: That the Mayor and appropriate Town officials are authorized and directed to execute and deliver said Settlement Agreement for and on behalf of the Town

Town of Pembroke Park
Resolution No. 2021-005

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED, this 10th day of February, 2021

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARLEN
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

ATTACHMENT 1

SETTLEMENT AGREEMENT

Agatha Muse-Salters (“Muse-Salters”) and the Town of Pembroke Park (the “Town”) enter into this Settlement Agreement (this “Agreement”) and hereby agree to the following:

1) Within ten (10) days after complete execution of this Agreement and Muse-Salters’ execution of the attached Release of Claim (Exhibit A), but no later than February 22, 2021, the Town will pay \$75,000.00 (the “Payment”) to Muse-Salters in exchange for Muse-Salter’s dismissal with prejudice of the case styled, *Agatha Muse-Salters v. Town of Pembroke Park* CAE 20-006663 (21) , filed in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida (the “Lawsuit”). The Town will not deduct taxes or withholdings from the Payment and will issue Muse-Salters an IRS form 1099 in connection with the Payment.

2) Within ten (10) days after receipt of the Payment, Muse-Salters will file a notice dismissing the Lawsuit with prejudice, stating therein that each side will bear its own attorney’s fees and costs.

3) To the extent that it is possession of such information, the Town agrees to provide all information required or requested by Muse-Salters or the State of Florida Department of Employment Opportunity so that Muse-Salters can collect unemployment compensation related to the termination of her employment with the Town on January 9, 2020.

4) The Town will agree to change Muse-Salters’ termination basis from with cause to without cause in Muse-Salters’ personnel file and all other public records of the Town and to further document such change in the minutes of the Town’s February 10, 2021, regular commission meeting. Should any inquiries be made to the Town as to Muse-Salters’ prior employment, the Town will state only the dates of Muse-Salters’ employment, the position she held and that she was terminated without cause.

5) Nothing in this Settlement Agreement shall be deemed to replace, modify, or supersede the Release of Claim executed by Muse-Salters.

6) Muse-Salters and the Town confirm that they have reviewed and considered this Settlement Agreement and consulted with their attorneys regarding the terms and effect thereof prior to execution.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have caused this Settlement Agreement to be executed as of the date(s) set forth below.

AGATHA MUSE-SALTERS

TOWN OF PEMBROKE PARK

By: _____

Name & Title: _____

Date: _____

Date: _____

EXHIBIT A
RELEASE OF CLAIM

KNOW ALL MEN BY THESE PRESENTS:

That **AGATHA MUSE-SALTERS**, hereinafter referred to as "first party", for and in consideration of the sum of **SEVENTY-FIVE THOUSAND DOLLARS AND NO/CENTS (\$75,000.00)** or other valuable consideration, received from or on behalf of the **TOWN OF PEMBROKE PARK**, hereinafter referred to as "second party", the receipt whereof is hereby acknowledged.

HEREBY irrevocably remises, releases, acquits, satisfies, and forever discharges the said second party, and its agents, servants, and employees, of and from all, and all manner of action and actions, cause or causes of action, suits, attorneys' fees and costs, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause of thing whatsoever, from the beginning of the world to the day of these presents. This General Release includes but is not limited to any cause of action raised in, that could have been raised in, or arising out of the filing and prosecution of the litigation described as *Agatha Muse-Salters v. Town of Pembroke Park*, Case No. CACE 20-006663 (21) filed in the Seventeenth Judicial Circuit, in and for Broward County, Florida; an incident which occurred on January 8, 2020, in the Town of Pembroke Park, Florida; and any asserted, unasserted, known, and unknown claims arising out of first party's employment with the Town of Pembroke Park.

It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim and the payment is not to be construed as an admission of liability on the part of the second party, by whom liability is expressly denied.

First party represents that all attorney's fees and litigation costs arising out of the incident sued upon in the aforementioned litigation have been paid in full and that under no circumstances shall the First Party request or demand from the Second Party any additional remuneration.

I have carefully read the Release of Claim and understand its terms, operation, and effect.



QUOTATION

EME Corporation
7318 S. Revere Pkwy., Unit A-1
Centennial, Colorado 80112

Toll Free: (866) 338-4464
Phone: (303) 773-9015
Fax: (303) 773-9950

info@largedocuments.com

Prepared For
Town of Pembroke Park Mark Pakula mpakula@tppfl.gov (754) 232-1632

Date	Quote #
1/22/2021	20210122-TPP2

ALL QUOTES ARE VALID FOR 30 DAYS

Terms	Account Manager	Delivery	Ship Via
Check, EFT, Credit Card	Kevin Brinks	7-14 Days	Best

Qty	Description	Unit Price	Ext. Price
1	Image Access WideTEK 36 BUNDLE – 36" Color CCD Scanner, 600 dpi Optical Resolution (Pricing Reflects GSA Schedule 70 Contract #GS-35F-0203Y	\$9,990.00	\$9,990.00
1	Batch Scan Wizard Software	\$600.00	Included
1	Foot Switch	\$110.00	Included
1	Document Carrier Sheet 37" x 26" ANSI-D	\$55.00	Included
1	Scanner Stand with Catch Basket	\$590.00	Included
1	22" Touchscreen Monitor with Arm	\$890.00	Included
1	Image Access 1-Year Full Coverage Warranty	\$990.00	Included
0	Optional: Additional Year Full Coverage Warranty	\$990.00	\$0.00
1	Remote Installation and Technical Support over the Phone/Web for as Long as You Own the Equipment	Priceless	Included

Equipment Total \$9,990.00

1	Shipping: Dock-to-Dock Shipping & Handling Additional Requirements, add: Liftgate \$100, Residential \$100, Inside Delivery \$100, Education Institution \$100, Stairs or White Glove TBD)	Included	Included
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Shipping Total \$0.00

DUNS# 065874237 Cage Code: 3L8B8 Fed Tax ID# 84-1587192

No returns after 30 days. For any unused goods or equipment returned to Seller for refund or credit, Purchaser agrees to pay a restocking charge equal to 25% of the price of the goods or equipment. Used goods or equipment not in original packaging subject to a 35% restocking charge. This quotation shall remain firm for the period listed above unless modified by EME Corporation, prior to our acceptance of your order. EME shall not be liable for incidental, special, or consequential damages arising from any cause.

Equipment	\$9,990.00
Tax	N/A
Shipping	\$0.00
Total - USD	\$9,990.00

Sign Here to Authorize and Order:

Signature

Date

RESOLUTION NO. 2021-006

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPOINTING MEMBERS TO THE PLANNING AND ZONING BOARD OF THE TOWN OF PEMBROKE PARK, FLORIDA; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 28-400 of the Town Code of Pembroke Park (“Town Code”) creates the Planning and Zoning Board (the “P & Z Board”) of the Town of Pembroke Park, Florida (the “Town”); and

WHEREAS, Section 163.3174 of the Florida Statutes requires that each local government have a designated “local planning agency; and

WHEREAS, the pursuant to Section 28-403 of the Town Code, the P & Z Board has been designated the local planning agency for the Town; and

WHEREAS, the Town Code in Section 28-401(a) establishes “The Planning and Zoning Board shall consist of five (5) individuals who are residents of the Town over the age of eighteen (18) years”; and

WHEREAS, the Town Commission desires to appoint two members to the P & Z Board to fill two vacancies.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the Town Commission hereby finds that _____ and _____ fulfill the minimum requirements pursuant to Section 28-401(a) of the Town Code and are hereby appointed as members of the P & Z Board and that their terms shall be consistent with Section 28-401(c) of the Town Code.

Town of Pembroke Park
Resolution No. 2021-006

Section 3: That all Resolutions or parts of Resolutions in conflict herewith
be and the same are hereby superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect
immediately upon its passage and adoption.

PASSED AND ADOPTED, this 10th day of February, 2021.

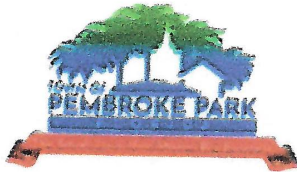
ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARLEN
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney



**TOWN OF PEMBROKE PARK APPLICATION
FOR ADVISORY BOARD APPOINTMENT**

Your Service to our Town is Earnestly Solicited

Service on a Board or Committee provides citizens with an opportunity to help shape policy and direction for the Town of Pembroke Park. Residents are cordially invited to apply for appointment by the City Commission to a City Board. Applications are valid for three (3) years. Please check Boards/Committees for which you wish to be considered:

- | | | |
|--|--|---|
| ☐ Art and Cultural Board | ☐ Code Enforcement Board* | ☐ School Advisory Board |
| ☐ Beautification Advisory Board | ☐ Historic Preservation Board | ☐ Unsafe Structures Board* |
| ☐ Board of Adjustment* | ☒ Planning and Zoning Board* | ☐ Local Government Academy (Eight-week course) |
| ☐ Civil Service Board | ☐ Police/Fire Pension Board* | |

Application is for: ☐ New Appointment ☒ Re-submission ☒ If you currently serve on a Board, please state which Board PLANNING & ZONING BOARD
* Per Section 112.317 Florida Statutes, Members of Some Boards are required to file a Financial Disclosure Report.

Please type or print information.

PERSONAL:

Name: DAVID ROACH E-Mail Address: ELLENDAVIDR1@GMAIL.COM
Residential Address: 2621 S.W. 48 TERRACE Zip: 33023 Telephone Number: 954-983-0265
Business Number: () _____ Cell Number: () _____

(You must use your Pembroke Park home address on this application.) Voting Precinct Number: Q 050

EDUCATION:

Name of High School: MIAMI NORLAND SR. HIGH Location: MIAMI GARDENS, FLA.
College (if applicable): F.A.U. Location: BOCA RATON, FLA.
Years Completed: 5 Degree: MASTERS OF EDUCATION Field of Study: PHYSICAL EDUCATION
Other professional or technical training (Name of school, course name, etc.): _____

EMPLOYMENT:

Current or last employer: MIAMI-DADE PUBLIC SCHOOLS Address: 1650 N.E. 141 ST. N. MIAMI, FLA.
Position: PHYSICAL EDUCATION TEACHER Years of Service: 35 YEARS
Duties: RETIRED AS OF 2007

OTHER QUALIFICATIONS: Briefly describe any specific expertise and/or abilities that would pertain to your service on a City Board:

VOLUNTEER FOR B.S.O. / RESIDENT PEMBROKE PARK FOR 49 YEARS.

MEMBERSHIPS: Pembroke Park Organization(s) Years in Membership Office Held (if any)

CITIZENS ON PATROL FOR B.S.O.

Outside City

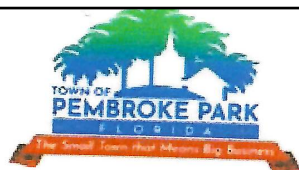
ACKNOWLEDGMENT (Check Below):

- ☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ I understand that appointment to any of the positions indicated above is a voluntary service.
- ☒ If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City, County, and State of Florida, particularly those pertaining to the conduct of public office and the financial disclosure requirements, if applicable, to my position.
- ☒ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- ☒ I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.
- ☒ I understand that I may sit on only one Commission appointed board.

Signature of Applicant: David Roach

Date: 2/2/2021

Please Completely Fill Out & Return this Application to the City Clerk's Office for
Processing, Town of Pembroke Park · 3150 SW 52 Avenue · Pembroke Park, FL
33023 · (954)966-4600 ext 235. Email to: www.cityclerk@townofpembroke.org



**TOWN OF PEMBROKE PARK APPLICATION
FOR ADVISORY BOARD APPOINTMENT**

Your Service to our Town is Earnestly Solicited

Service on a Board or Committee provides citizens with an opportunity to help shape policy and direction for the Town of Pembroke Park. Residents are cordially invited to apply for appointment by the City Commission to a City Board. Applications are valid for three (3) years. Please check Boards/Committees for which you wish to be considered:

- | | | |
|--|---|---|
| ☐ Art and Cultural Board | ☒ Code Enforcement Board* | ☐ School Advisory Board |
| ☐ Beautification Advisory Board | ☐ Historic Preservation Board | ☐ Unsafe Structures Board* |
| ☐ Board of Adjustment* | ☐ Planning and Zoning Board* | ☐ Local Government Academy (Eight-week course) |
| ☐ Civil Service Board | ☐ Police/Fire Pension Board* | |

Application is for: ☐ New Appointment ☐ Re-submission ☐ If you currently serve on a Board, please state which Board _____
* Per Section 112.317 Florida Statutes, Members of Some Boards are required to file a Financial Disclosure Report.

Please type or print information.

PERSONAL:

Name: EDWARD MALLEY E-Mail Address: _____
Residential Address: 2305 SW 31 CT Zip: 33009 Telephone Number: 954, 981, 1207
Business Number: () Cell Number: ()

(You must use your Pembroke Park home address on this application.) Voting Precinct Number: _____

EDUCATION:

Name of High School: BROOKLYN TECH Location: BROOKLYN NY
College (if applicable): N/A Location: _____
Years Completed: 1976 Degree: MED. TECH Field of Study: Bach.
Other professional or technical training (Name of school, course name, etc.): _____

EMPLOYMENT:

Current or last employer: AVENTURA HOSPITAL Address: US 4 #211
Position: MED. TEC. Years of Service: _____
Duties: BODY FLUID ANALYSIS

OTHER QUALIFICATIONS: Briefly describe any specific expertise and/or abilities that would pertain to your service on a City Board:

JUST CARE ABOUT OUR TOWN

MEMBERSHIPS: Pembroke Park Organization(s) Years in Membership Office Held (if any)

COPE BOARD APPROX 15 YRS

Outside City

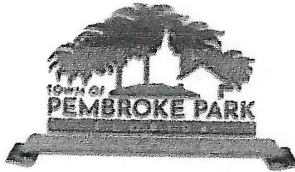
ACKNOWLEDGMENT (Check Below):

- ☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ I understand that appointment to any of the positions indicated above is a voluntary service.
- ☒ If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City, County, and State of Florida, particularly those pertaining to the conduct of public office and the financial disclosure requirements, if applicable, to my position.
- ☒ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- ☒ I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.
- ☒ I understand that I may sit on only one Commission appointed board.

Signature of Applicant: Edward R Malley

Date: 02/02/21

Please Completely Fill Out & Return this Application to the City Clerk's Office for Processing. Town of Pembroke Park · 3150 SW 52 Avenue · Pembroke Park, FL 33023 · (954)966-4600 ext 235. Email to: townclerk@tppfl.gov



**TOWN OF PEMBROKE PARK APPLICATION
FOR ADVISORY BOARD APPOINTMENT**

Your Service to our Town is Earnestly Solicited

Service on a Board or Committee provides citizens with an opportunity to help shape policy and direction for the Town of Pembroke Park. Residents are cordially invited to apply for appointment by the City Commission to a City Board. Applications are valid for three (3) years. Please check Boards/Committees for which you wish to be considered:

- | | | |
|---|---|--|
| ☒ Art and Cultural Board | ☐ Code Enforcement Board* | ☒ School Advisory Board |
| ☒ Beautification Advisory Board | ☒ Historic Preservation Board | ☒ Unsafe Structures Board* |
| ☒ Board of Adjustment* | ☒ Planning and Zoning Board* | ☒ Local Government Academy (Eight-week course) |
| ☒ Civil Service Board | ☒ Police/Fire Pension Board* | |

Application is for: ☐ New Appointment ☐ Re-submission ☐ If you currently serve on a Board, please state which Board _____
* Per Section 112.317 Florida Statutes, Members of Some Boards are required to file a Financial Disclosure Report.

Please type or print information.

PERSONAL:

Name: TAMAR BENADI E-Mail Address: Tamarbenadi42@hotmail.com
Residential Address: 2610 SW 51 TERRACE Zip: 33023 Telephone Number: (1/1)
Hollywood FL 33023
Business Number: () Cell Number: (954) 655-9585

(You must use your Pembroke Park home address on this application.) Voting Precinct Number: _____

EDUCATION:

Name of High School: UNIVERSITY Location: PARIS
College (if applicable): _____ Location: _____
Years Completed: 22 YEARS Degree: _____ Field of Study: Accounting, SECRETARY
Other professional or technical training (Name of school, course name, etc.): _____

EMPLOYMENT:

Current or last employer: DALE Village Inc Address: 4900 SW 27 COURT Pembroke Park
Position: SECRETARY ASSISTANT MANAGER Years of Service: 13 YEARS
Duties: RETIRED NOW ACCOUNTING SECRETARY TELEPHONE, QUICK BOOK =
ASSIST PEOPLE -

OTHER QUALIFICATIONS: Briefly describe any specific expertise and/or abilities that would pertain to your service on a City Board _____

MEMBERSHIPS: Pembroke Park Organization(s) _____ Years in Membership Office Held (if any) _____

Outside City

ACKNOWLEDGMENT (Check Below):

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Signature of Applicant: Tamar Benadi

Date: 02/03/2021

Please Completely Fill Out & Return this Application to the City Clerk's Office for
Processing, Town of Pembroke Park - 3150 SW 52 Avenue - Pembroke Park, FL
33023 - (954) 966-4600 ext 235. Email to: townclerk@tppfl.gov



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| ☐ Civil Service Board | ☐ Police/Fire Pension Board* | |

Application is for: ☐ New Appointment ☐ Re-submission ☒ If you currently serve on a Board, please state which Board CODE ENFORCEMENT
* Per Section 112.317 Florida Statutes, Members of Some Boards are required to file a Financial Disclosure Report.

Please type or print information.

PERSONAL:

Name: ELLEN ROACH E-Mail Address: ELLENDavidR1@gmail.com
Residential Address: 2621 SW 48th Ter Zip: 33023 Telephone Number: (954) 983-0265
Business Number: () Cell Number: ()

(You must use your Pembroke Park home address on this application.) Voting Precinct Number: 90508

EDUCATION:

Name of High School: MIAMI NORLAND Location: MIAMI GARDENS FL
College (if applicable): _____ Location: _____
Years Completed: 1970 Degree: 12 YRS Field of Study: _____
Other professional or technical training (Name of school, course name, etc.): _____

EMPLOYMENT:

Current or last employer: Housewife Address: _____
Position: _____ Years of Service: _____
Duties: _____

OTHER QUALIFICATIONS: Briefly describe any specific expertise and/or abilities that would pertain to your service on a City Board:

Lived in Pembroke Park 49 YRS

MEMBERSHIPS: Pembroke Park Organization(s) _____ Years in Membership Office Held (if any) _____

Outside City

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Signature of Applicant: Ellen Roach

Date: 02-02-2021

Please Completely Fill Out & Return this Application to the City Clerk's Office for Processing, Town of Pembroke Park · 3150 SW 52 Avenue · Pembroke Park, FL 33023 · (954)966-4600 ext 235. Email to: townclerk@tppfl.gov



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☐ Art and Cultural Board
☐ Beautification Advisory Board
☐ Board of Adjustment*
☐ Civil Service Board

☐ Code Enforcement Board*
☐ Historic Preservation Board
☒ Planning and Zoning Board*
☐ Police/Fire Pension Board*

☐ School Advisory Board
☐ Unsafe Structures Board*
☐ Local Government Academy (Eight-week course)

Application is for: ☐ New Appointment ☐ Re-submission ☐ If you currently serve on a Board, please state which Board Code Enforcement Board
* Per Section 112.317 Florida Statutes, Members of Some Boards are required to file a Financial Disclosure Report.

Please type or print information.

PERSONAL:

Name: Gary L. Schrader E-Mail Address: cornhusker5573@yahoo.com

Residential Address: 31504 Hollendale Beach Blvd Zip: 33009 Telephone Number: 754 581-2492
lot #26

Business Number: () Cell Number: 754 581-2492

(You must use your Pembroke Park home address on this application.) Voting Precinct Number: 9051

EDUCATION:

Name of High School: Coleridge High Location: Coleridge, Nebraska
College (if applicable): _____ Location: _____
Years Completed: _____ Degree: _____ Field of Study: _____

Other professional or technical training (Name of school, course name, etc.): _____

EMPLOYMENT:

Current or last employer: A to Z Real Estate Co Address: 3600 S. State Rd 7 Miramar FL 33023
Retired Position: Maintenance Years of Service: 14 yrs.
Duties: Janitorial, Paint, Repair, Change locks

OTHER QUALIFICATIONS: Briefly describe any specific expertise and/or abilities that would pertain to your service on a City Board:

MEMBERSHIPS: Pembroke Park Organization(s) Years in Membership Office Held (if any)

Code Enforcement Board 2015-Current

Outside City

ACKNOWLEDGMENT (Check Below:)

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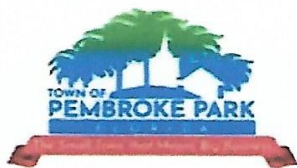
☒ I understand that I may sit on only one Commission appointed board.

Signature of Applicant

Gary L. Schrader

Date

02 2-3-2021



**TOWN OF PEMBROKE PARK APPLICATION
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- | | | |
|--|---|---|
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| ☐ Beautification Advisory Board | ☐ Historic Preservation Board | ☐ Unsafe Structures Board* |
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| ☐ Civil Service Board | ☐ Police/Fire Pension Board* | |

Application is for: ☐ New Appointment ☒ Re-submission ☒ If you currently serve on a Board, please state which Board CODE ENFORCEMENT
* Per Section 112.317 Florida Statutes, Members of Some Boards are required to file a Financial Disclosure Report.

Please type or print information.

PERSONAL:

Name: ROBERT JANZER E-Mail Address: MBASSYOne@AOL.com
Residential Address: 3188 LAKE SHORE DR. Zip: 33009 Telephone Number: (954) 815-6084
Business Number: (954) 961-8892 Cell Number: (954) 815-6084
(You must use your Pembroke Park home address on this application.) Voting Precinct Number: 051

EDUCATION:

Name of High School: MIRAMAR Location: MIRAMAR, FL.
College (if applicable): BROWARD Location: CENTRAL CAMPUS
Years Completed: 2.5 Degree: _____ Field of Study: PRE DENTISTRY
Other professional or technical training (Name of school, course name, etc.): * SEE ATTACHMENT *

EMPLOYMENT:

Current or last employer: EMBASSY R.V. PARK INC. Address: 3188 LAKE SHORE DRIVE
Position: D.P.T. (OWNER) Years of Service: 40+
Duties: ALL

OTHER QUALIFICATIONS: Briefly describe any specific expertise and/or abilities that would pertain to your service on a City Board:

VESTED INTEREST * (SEE ATTACHMENT) *

MEMBERSHIPS: Pembroke Park Organization(s) _____ Years in Membership Office Held (if any) _____

Outside City _____

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- ☒ I understand that I may sit on only one Commission appointed board.

Signature of Applicant Robert Janzer

Date 2/8/21

Please Completely Fill Out & Return this Application to the City Clerk's Office for Processing, Town of Pembroke Park · 3150 SW 52 Avenue · Pembroke Park, FL 33023 · (954)966-4600 ext 235. Email to: townclerk@tppfl.gov

Pembroke Park Code Board Application (Continued)

Date: 02/08/2021

Applicant: Robert Janzer

Other Professional or Technical Training:

- (1.) Code Enforcement Certification Course (FAU) Fort Lauderdale.
Pembroke Park Code Board Member, and Present Chairperson.
- (2.) Completed Four year apprenticeship program for L.U. 272 Ironworkers.
Reinforcement, Structural, miscellaneous, Finish work, Certified Welder.

Positions Held:

Apprentice, Journeyman, Shop Steward, Foreman, Supervisor.
(12 years)

- (3.) Completed AutoCad Course at Broward College North Campus.

Worked at JanzAir Avionics Consulting services (13 years)
Location: Fort Lauderdale Jet Center.

Duties:

Generate all new installation, and modifications to existing systems wiring and mechanical diagrams for aircraft, from light private to all commercial aircraft. Instrument installations, upgrades, Flight recorder parameters, GPS, VHF, HF, Taws, Mode-S, Cockpit configuration, Seating and Galley Modifications, Thrust reversers, altimeters, ETC.

Currently:

Own and operate Embassy R.V. Park Inc.



PUBLIC RECORDS REQUESTS

PURPOSE: It is the Policy of the Town of Pembroke Park ("Town") that all municipal records, with the exception of exempted records identified by Florida Statutes, 119.07 or other applicable sections of the Florida Statutes, shall be open for personal inspection by any person.

"Public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material regardless of the physical form, characteristics, or means of transportation, made or received pursuant to law or ordinance or in connection with the transportation of official business by the Town. (F.D., 119.011 (1)).

The policy will affirm the public's right to access Town records, to set forth the procedures that will facilitate accessibility of information to members of the public, and to establish fees to be levied by the Town to cover the cost of responding to public records requests.

POLICY:

I. Processing of Public Records Requests

1. "Readily available documents" are those that are easily retrievable, regularly disseminated to the public and do not require additional review in order to determine whether they contain exempt information, such as meeting minutes, maps, and personnel files (which have already had exempt information redacted.)

Any Town employee who receives a request for a Town record should refer it to the Town Clerk with a copy to the Assistant to Town Clerk.

2. Other documents

- a. Although not required, all requestors will be encouraged to put their public records requests in writing. This will assist staff in clarifying the exact scope of the request. Requestors should specify whether they wish to simply inspect records or obtain copies. Once a request has been made to obtain copies the requestor is responsible for payment of any costs incurred.
- b. Requestors should be referred to the Office of the Town Clerk to their request.
- c. As soon as reasonably possible after the receipt of a Public Records request, the Town Clerk's office will acknowledge the request and forward it to the appropriate Town Departments, which may have records responsive to the request.
- d. The Department Head must respond to the Town Clerk in writing with the estimated time for retrieval. If the Departments have responsive records in their possession indicate that the retrieval of the records will take more than thirty (30) minutes, the Department should provide the Town Clerk's office with the name and hourly pay rate of the employee who will be doing the retrieval. They should select the lowest paid employee capable of efficiently retrieving the records. No benefits multiplier shall be added to the labor charge. The Town Clerk's Office shall notify the requestor of the estimate and confirm whether the requestor is willing to pay the labor charges and copying charges, if any. The Town Clerk's Office will also notify the requestor that the charges or estimated charges must be paid in advance.
- e. The Town shall make every effort to respond fully to all Public Records Act requests within a reasonable time and

the Town Clerk's Office shall be responsible for monitoring the timely performance.

II. Charges for Public Records.

1. General

- a. The charge for a duplication of a one-sided letter size (8 ½" x 11 "), legal size (8 ½ " x 14") or oversize (11" x 17") document, capable of being reproduced on existing Town equipment, shall be fifteen cents (\$.15) per copy. Duplication of two-sided pages shall be twenty cents (\$.20) per copy.
- b. For large, single documents not covered above (i.e., blueprints, maps, plats, etc.) the charges shall be the actual cost to the Town for outside reproduction. Receipts will be provided to the requestor.
- c. For books and other multi-page volumes printed by the Town the charge shall be the actual cost for outside production.
- d. The charge for a certified copy (one page) of a public record shall be one dollar (\$1.00) per certification, plus the applicable copying charges.
- e. The charge for copies of cassette tape, video tapes, CD or other such media shall be the cost to the Town, plus the applicable labor charge.

2. Information Systems

- a. Charges shall be imposed for requests where computer staff time exceeds thirty (30) minutes. When there is no readily available/existing report or program to present the specific information requested, a quote will be provided based on hours to collect the data. The Department should provide the Town Clerk's office with the lowest hourly paid employee capable of retrieving the data. No benefits multiplier shall be added to the labor charges. In the event consulting assistance is needed to provide the information, the hourly rate will be based on the rate charged by the consulting

agency or independent contractor.

3. Labor Charges

- a. For extraordinary requests requiring more than thirty (30) minutes of staff time, a labor charge will be imposed. Such charge shall be the result of the employee's hourly rate of pay, multiplied by the actual time worked to accommodate the request.

III. Revenue Collection and Receipts

1. The Town Clerk will be responsible for collecting fees and issuance of receipts and providing necessary records to the Finance Department.

IV. Access to records

1. For the purpose of this policy, "reasonable" time to provide access to public records is, Monday through Friday, 9:00 a.m. to 4:00 p.m. At all times records will be inspected, reviewed, and copied under the supervision of the Town Clerk or the Town Clerk's designee, pursuant to F.S. 119.07 (4) (d).
2. A reasonable special service charge will be imposed based on the actual labor cost for personnel who may be required due to the nature or volume of a public records request to safeguard such records from loss or destruction during their inspection.

V. Reference

- 1 . Florida Public Records Law, Chapter 119, Florida Statutes.

RESOLUTION NO. 2021-008

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A PUBLIC RECORDS REQUEST POLICY; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (the "Town") desires to adopt a public records policy ("PRP") which specifies that all municipal records, with the exception of exempted records identified by Florida Statutes, 119.07 or other applicable sections of the Florida Statutes, shall be open for personal inspection by any person; and

WHEREAS, the policy will affirm the public's right to access Town records, set forth the procedures that will facilitate accessibility of information to members of the public, and establishes fees to be levied by the Town to cover the cost of responding to public records requests.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: The attached PRR is adopted by the Town Commission and shall be amended from time to time.

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 10th day of February, 2021.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARLEN
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

AGENDA ITEM REPORT



To:

Subject: GIS SOFTWARE

Meeting: AGENDA WORKSHOP COMMISSION MEETING - Feb 24 2021

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

A Geographic Information System (**GIS Software**) is designed to store, retrieve, manage, display, and analyze all types of geographic and spatial data. **GIS software** lets you produce maps and other graphic displays of geographic information for analysis and presentation.

FINANCIAL IMPACT:

The total startup for the ArcGIS is \$41,684.00 Capital Expense to be allocated to the proper funds.

RECOMMENDATION:

That we Purchase the GIS software for the Town from Interdev Addition software required for all departments. This will benefit all Mainly all departments

ATTACHMENTS:

[InterDev.003932.v1.48 FINAL 2-2-21](#)

[Esri one Time Fee](#)

[ArcGIS Online Creator](#)

[Memorandum sole source](#)

Alpharetta (Global)

900 Holcomb Woods Parkway
Roswell, GA 30076
7706434400
www.interdev.com



We have prepared a quote for you

GIS Services

QUOTE # 003932 V1

PREPARED FOR

Town of Pembroke Park

PREPARED BY

Jennifer Braithwaite

Statement of Work

InterDev will perform startup GIS activities to establish the Town of Pembroke Park's GIS which will include configuration of the ArcGIS environment, development of base layers, and creation of an interactive map and open data hub. InterDev will perform routine maintenance for those activities and provide consultation for the development of departmental layers and system integrations and provide additional activities as agreed upon.

Startup GIS Activities

These establish the Town's GIS and lay the foundation for further advancements (departmental layers and system integrations).

Configure ArcGIS Environment (20 hours)

InterDev will assist in the acquisition of ArcGIS for Desktop software and ArcGIS Online and then prepare ArcGIS Online for use as the platform for hosting the city's GIS content (data, maps, applications, etc.). Additional users and credits will be added to ensure there is an adequate starting point in terms of capabilities and storage.

Base Layer Development

These layers constitute the most fundamental and useful layers for general information and tend to be required for integration with departmental systems as well.

County Parcel Layer (40 hours)

Assess availability and usefulness of county parcel data as-is and either access it directly or import and enhance for usability in GIS applications and departmental systems.

Address Layer (40 hours)

Address Point layer will be developed for all addresses including the parcel addresses and any 'non-parcel' addresses and will include industry standard attributes including reference to the parcel identification number which is a common requirement of departmental systems.

Road Layer (10 hours)

Develop Road layer including but not limited to jurisdictional attributes and left and right address ranges (required by many departmental systems).

City Limits Layer (10 hours)

Clear up any questions about the city limits and develop an authoritative layer.

Zoning Layer (10 hours)

A singular zoning layer though consideration can be made for development of supporting layers such as overlays, future growth, permitting boundaries, etc.

Interactive 'Town Map' (20 hours)

InterDev will develop an interactive map within ArcGIS Online that will include the base layers and functionality such as address search, parcel information in pop-ups, and map printing. The interactive map will serve as the basis for other maps, applications, and tools that can be developed for department operational needs.

'Open Data' Hub (10 hours)

InterDev will develop a hub for presenting GIS content (data, maps, applications, etc.) to the public and other agencies where they can utilize and export it.

Maintenance (hours included in items)

InterDev will provide maintenance of ArcGIS Environment, base layers, and the Interactive Town Map and Hub.

Miscellaneous (24 hours)

Documentation, status and other reporting activities, miscellaneous map requests.

Consultation for departmental layer development and system integrations with GIS (24 hours)

InterDev will assist in determining departmental layers needs and system integrations. It is common for impending system integrations to necessitate prioritization of certain layers above others. The following layers and systems have been identified initially for consideration and any additional activities needed to accommodate these, which do not fit within the original agreed upon block of hours, will be reported and discussed.

Permitting Layer(s)

Develop structures and assess other possible layers for permitting systems.

Code Violations Layer(s)

Assess any existing data for preparation and migration to GIS format and departmental systems.

Damage Assessment Layer(s)

Assess needs for damage assessment systems and develop layers.

Evacuation Routes Layer

Utilities Layer(s)

As stated above, InterDev will attempt to source data, develop new data where prudent, and consult with the city on work deemed outside of scope. Layers being considered are: Water, Wastewater, Stormwater.

Other Infrastructure Layers Identified by the city

As work progresses on other layers, InterDev will help identify additional infrastructure layers, develop them, or consult with the city to assess time and complexity of layer development to determine if work falls within scope of work or other arrangements need to be made.

Hydrant Layer

In preparation for more city involvement in Fire, InterDev will attempt to source or develop hydrants. This is a layer that can be developed and refined by providing tools to fire officials.

Capital Projects Layer

Determine if layer is point based or more conceptual in nature (showing extents and other features) and determine attributes to include.

Departmental Systems Integration

InterDev will help to ensure GIS can be effectively integrated with existing departmental systems and those being vetted for future use. Systems for permitting, code compliance, damage assessment, utilities, and fire have been identified initially for consideration.

Deliverables

- Execution of Startup GIS Activities
- Reporting on departmental layer development and system integrations and execution of any additional activities that fit within initial block of hours
- Documentation of GIS operating procedures
- Monthly status updates or other agreed upon time
- Software Training/Demonstration

Terms

The Town of Pembroke Park is responsible for ordering and purchasing the following from Esri (InterDev can facilitate for the town if requested)

Esri ArcGIS Desktop Software (comes with ArcGIS Online Platform) - \$7,000 (one-time purchase and then \$1,500 yearly thereafter)

ArcGIS Online Creator (Formerly Level 2 Named User) Term License - Qty 5 @ \$500 ea.

****Esri quotes have been issued under a separate attachment****

Services

Description		Price	Qty	Ext. Price
GIS Services	GIS Startup Proposed Pricing is "Not to Exceed" and will only be billed for hours worked	\$96.00	208	\$19,968.00
GIS Services	GIS Analyst II - Minimum of (8) hours per month after initial "Start-up" is complete	\$96.00	96	\$9,216.00
GIS Software	MosaicGIS Mosaic Non-Enterprise GIS Workstation - \$3,000 yearly *Secure cloud-based workstation includes software updates, storage, remote desktop connections up to five (5) users *	\$3,000.00	1	\$3,000.00
Subtotal:				\$32,184.00

7706434400
jbraithwaite@interdev.com
www.interdev.com



GIS Services



Prepared by:
Alpharetta (Global)
Jennifer Braithwaite
6786721518
Fax 6786721555
jbraithwaite@interdev.com

Prepared for:
Town of Pembroke Park
,
Geoffrey Jacobs
(954) 966-4600
gjacobs@tppfl.gov

Quote Information:
Quote #: 003932
Version: 1
Delivery Date: 02/02/2021
Expiration Date: 02/28/2021

Quote Summary

Description	Amount
Services	\$32,184.00
Total:	\$32,184.00

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

Alpharetta (Global)

Town of Pembroke Park

Signature: _____

Signature: _____

Name: Jennifer Braithwaite

Name: Geoffrey Jacobs

Title: Business Development Manager

Date: _____

Date: 02/02/2021



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 1/12/2021 To: 4/12/2021*

Quotation # Q-432804

Date: January 12, 2021

Customer # Contract #

Town of Pembroke Park
IT Dept
3150 SW 52nd Ave
Pembroke Park, FL 33023

ATTENTION: Mark Pakula
PHONE: 9549664600 x500
EMAIL: mpakula@tppfl.gov

Material	Qty	Unit Price	Total
93206	1	\$7,000.00	\$7,000.00
ArcGIS Desktop Standard Single Use Perpetual License			

Subtotal:	\$7,000.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$7,000.00

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Unit Price	Total
93303	1	\$1,500.00	\$1,500.00
ArcGIS Desktop Standard Single Use Primary Maintenance			

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For questions contact: Ben McCrary	Email: bmccrary@esri.com	Phone: 704-541-9810 ext. 1666 x1666
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MCCRARYB

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Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 1/12/2021 To: 4/12/2021*

Quotation # Q-432804

Date: January 12, 2021

Customer # Contract #

Town of Pembroke Park
IT Dept
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☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

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 EMAIL: mpakula@tppfl.gov

Material	Qty	Unit Price	Total
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ArcGIS Online Creator (Formerly Level 2 Named User) Term License			

Subtotal:	\$2,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$2,500.00

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Memorandum

To: Melissa Anderson Town Attorney

From: Mark Pakula - IT Director

Date: January 22nd, 2021

SUBJECT: Sole Source Determination for GIS Software from ESRI

As the Town's Information Technology Director, in accordance with Section 2-126(c)(3) of the Town's procurement code, I have determined that Environmental Systems Research Institute, Inc. provides the only software (ArcGIS) that will meet the Town's needs for GIS software.

Prepared by: Mark Pakula IT Director

Please contact me should you have any questions or require additional information.

Thank you.

Alpharetta (Global)

900 Holcomb Woods Parkway
Roswell, GA 30076
7706434400
www.interdev.com



We have prepared a quote for you

GIS Services

QUOTE # 003932 V1

PREPARED FOR

Town of Pembroke Park

PREPARED BY

Jennifer Braithwaite

Statement of Work

InterDev will perform startup GIS activities to establish the Town of Pembroke Park's GIS which will include configuration of the ArcGIS environment, development of base layers, and creation of an interactive map and open data hub. InterDev will perform routine maintenance for those activities and provide consultation for the development of departmental layers and system integrations and provide additional activities as agreed upon.

Startup GIS Activities

These establish the Town's GIS and lay the foundation for further advancements (departmental layers and system integrations).

Configure ArcGIS Environment (20 hours)

InterDev will assist in the acquisition of ArcGIS for Desktop software and ArcGIS Online and then prepare ArcGIS Online for use as the platform for hosting the city's GIS content (data, maps, applications, etc.). Additional users and credits will be added to ensure there is an adequate starting point in terms of capabilities and storage.

Base Layer Development

These layers constitute the most fundamental and useful layers for general information and tend to be required for integration with departmental systems as well.

County Parcel Layer (40 hours)

Assess availability and usefulness of county parcel data as-is and either access it directly or import and enhance for usability in GIS applications and departmental systems.

Address Layer (40 hours)

Address Point layer will be developed for all addresses including the parcel addresses and any 'non-parcel' addresses and will include industry standard attributes including reference to the parcel identification number which is a common requirement of departmental systems.

Road Layer (10 hours)

Develop Road layer including but not limited to jurisdictional attributes and left and right address ranges (required by many departmental systems).

City Limits Layer (10 hours)

Clear up any questions about the city limits and develop an authoritative layer.

Zoning Layer (10 hours)

A singular zoning layer though consideration can be made for development of supporting layers such as overlays, future growth, permitting boundaries, etc.

Interactive 'Town Map' (20 hours)

InterDev will develop an interactive map within ArcGIS Online that will include the base layers and functionality such as address search, parcel information in pop-ups, and map printing. The interactive map will serve as the basis for other maps, applications, and tools that can be developed for department operational needs.

'Open Data' Hub (10 hours)

InterDev will develop a hub for presenting GIS content (data, maps, applications, etc.) to the public and other agencies where they can utilize and export it.

Maintenance (hours included in items)

InterDev will provide maintenance of ArcGIS Environment, base layers, and the Interactive Town Map and Hub.

Miscellaneous (24 hours)

Documentation, status and other reporting activities, miscellaneous map requests.

Consultation for departmental layer development and system integrations with GIS (24 hours)

InterDev will assist in determining departmental layers needs and system integrations. It is common for impending system integrations to necessitate prioritization of certain layers above others. The following layers and systems have been identified initially for consideration and any additional activities needed to accommodate these, which do not fit within the original agreed upon block of hours, will be reported and discussed.

Permitting Layer(s)

Develop structures and assess other possible layers for permitting systems.

Code Violations Layer(s)

Assess any existing data for preparation and migration to GIS format and departmental systems.

Damage Assessment Layer(s)

Assess needs for damage assessment systems and develop layers.

Evacuation Routes Layer

Utilities Layer(s)

As stated above, InterDev will attempt to source data, develop new data where prudent, and consult with the city on work deemed outside of scope. Layers being considered are: Water, Wastewater, Stormwater.

Other Infrastructure Layers Identified by the city

As work progresses on other layers, InterDev will help identify additional infrastructure layers, develop them, or consult with the city to assess time and complexity of layer development to determine if work falls within scope of work or other arrangements need to be made.

Hydrant Layer

In preparation for more city involvement in Fire, InterDev will attempt to source or develop hydrants. This is a layer that can be developed and refined by providing tools to fire officials.

Capital Projects Layer

Determine if layer is point based or more conceptual in nature (showing extents and other features) and determine attributes to include.

Departmental Systems Integration

InterDev will help to ensure GIS can be effectively integrated with existing departmental systems and those being vetted for future use. Systems for permitting, code compliance, damage assessment, utilities, and fire have been identified initially for consideration.

Deliverables

- Execution of Startup GIS Activities
- Reporting on departmental layer development and system integrations and execution of any additional activities that fit within initial block of hours
- Documentation of GIS operating procedures
- Monthly status updates or other agreed upon time
- Software Training/Demonstration

Terms

The Town of Pembroke Park is responsible for ordering and purchasing the following from Esri (InterDev can facilitate for the town if requested)

Esri ArcGIS Desktop Software (comes with ArcGIS Online Platform) - \$7,000 (one-time purchase and then \$1,500 yearly thereafter)

ArcGIS Online Creator (Formerly Level 2 Named User) Term License - Qty 5 @ \$500 ea.

****Esri quotes have been issued under a separate attachment****

Services

Description		Price	Qty	Ext. Price
GIS Services	GIS Startup Proposed Pricing is "Not to Exceed" and will only be billed for hours worked	\$96.00	208	\$19,968.00
GIS Services	GIS Analyst II - Minimum of (8) hours per month after initial "Start-up" is complete	\$96.00	96	\$9,216.00
GIS Software	MosaicGIS Mosaic Non-Enterprise GIS Workstation - \$3,000 yearly *Secure cloud-based workstation includes software updates, storage, remote desktop connections up to five (5) users *	\$3,000.00	1	\$3,000.00
Subtotal:				\$32,184.00

7706434400
jbraithwaite@interdev.com
www.interdev.com



GIS Services



Prepared by:
Alpharetta (Global)
Jennifer Braithwaite
6786721518
Fax 6786721555
jbraithwaite@interdev.com

Prepared for:
Town of Pembroke Park
,
Geoffrey Jacobs
(954) 966-4600
gjacobs@tppl.gov

Quote Information:
Quote #: 003932
Version: 1
Delivery Date: 02/02/2021
Expiration Date: 02/28/2021

Quote Summary

Description	Amount
Services	\$32,184.00
Total:	\$32,184.00

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

Alpharetta (Global)

Town of Pembroke Park

Signature: _____

Signature: _____

Name: Jennifer Braithwaite

Name: Geoffrey Jacobs

Title: Business Development Manager

Date: _____

Date: 02/02/2021



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this quotation to your purchase order.
Quote is valid from: 1/12/2021 To: 4/12/2021**

Quotation # Q-432809

Date: January 12, 2021

Customer # Contract #

Town of Pembroke Park
IT Dept
3150 SW 52nd Ave
Pembroke Park, FL 33023

ATTENTION: Mark Pakula
PHONE: 9549664600 x500
EMAIL: mpakula@tppfl.gov

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

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☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

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For questions contact:

Ben McCrary

Email:

bmccrary@esri.com

Phone:

704-541-9810 ext. 1666 x1666

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

MCCRARYB

This offer is limited to the terms and conditions incorporated and attached herein.



Memorandum

To: Melissa Anderson Town Attorney

From: Mark Pakula - IT Director

Date: January 22nd, 2021

SUBJECT: Sole Source Determination for GIS Software from ESRI

As the Town's Information Technology Director, in accordance with Section 2-126(c)(3) of the Town's procurement code, I have determined that Environmental Systems Research Institute, Inc. provides the only software (ArcGIS) that will meet the Town's needs for GIS software.

Prepared by: Mark Pakula IT Director

Please contact me should you have any questions or require additional information.

Thank you.



**Town Commission Agenda Report
COMMISSION MEETING
February 10, 2020**

TO: Honorable Mayor & Members of the
Town of Pembroke Park Commission

FROM: Harry Taubenfeld, Interim Finance and Budget Director/Chief
Procurement Officer

DATE: February 5, 2021

TITLE: Recommendation for Request for Proposal # 21-02

Background

On December 29th, 2020, the Town of Pembroke Park solicited firms requesting engineering design services for FEMA project number 4337-393-R, SW 25th Street & Vicinity Drainage Improvements. The deadline to submit questions was on January 14th and the submittal of the bids was on January 27th. The bids were opened at this time and recorded. At which time three (3) firms submitted response to RFP # 21-02. The firms were:

- a. Craig A. Smith
- b. Kimley – Horn
- c. Keith Engineering

Review of Selection Committee Meeting:

The review committee, consisting of the Town Engineer, Town Planner and Town Manager met on Wednesday, February 3rd to review the three (3) submissions to provide a recommendation to the Commission. The evaluation criteria was separated into 2 parts. The committee reviewed and ranked the three bids and I reviewed the quality of the client references and responses. Based on the final tabulation, the committee is recommending to the Commission to proceed with engineering services in the following order:

- 1. CRAIG A. SMITH
- 2. KIMLEY – HORN
- 3. KEITH ENGINEERING

Financial Impact - Funds to be provided by FEMA project # 4337-393-R



The Florida Senate Local Funding Initiative Request Fiscal Year 2021-2022

1. **Project Title**

2. **Senate Sponsor**

3. **Date of Request**

4. **Project/Program Description**

The Town commissioned a study to determine the cost effectiveness of establishing their own Police Dept. The outcome showed that there would be a significant financial savings and the ability to provide for improved life, health protective services for its citizens and creating approx. 20 jobs in this financially disadvantaged community. The Town has been contracting with the Broward Sheriff Dept. for law enforcement services, but costs have increased significantly over time. Funds requested are to be used for appropriate operational equipment and tools needed by law enforcement, i.e., radios, firearms, ballistic shields/helmets, body armor, stop sticks, uniforms, regional dispatch, computers, vehicles, RMS, AXON, etc.

5. **State Agency to receive requested funds**

State Agency contacted? ☐ Yes ☒ No

6. **Amount of the Nonrecurring Request for Fiscal Year 2021-2022**

Type of Funding	Amount
Operations	
Fixed Capital Outlay	500,000
Total State Funds Requested	500,000

7. **Total Project Cost for Fiscal Year 2021-2022 (including matching funds available for this project)**

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	500,000	33.4 %
Matching Funds		
Federal	0	0.0 %
State (excluding the amount of this request)	0	0.0 %
Local	998,500	66.6 %
Other	0	0.0 %
Total Project Costs for Fiscal Year 2021-2022	1,498,500	100.0 %



The Florida Senate Local Funding Initiative Request Fiscal Year 2021-2022

8. **Has this project previously received state funding?** ☐ Yes ☒ No

If yes, provide the most recent instance:

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. **Is future-year funding likely to be requested?** ☐ Yes ☒ No

a. If yes, indicate nonrecurring amount per year.

b. Describe the source of funding that can be used in lieu of state funding.

10. **Has the entity requesting this project received any federal assistance related to the COVID-19 pandemic?** ☒ Yes ☐ No

If yes, indicate the amount of funds received and what the funds were used for.

COVID-19 expenses to be reimbursed by Broward County. Expenditures as of 12/15/20 were \$57,000 and by end of Dec. estimated to be \$65,000 for hosting food giveaway drives, COVID-19 hardening of Town owned facilities/properties; purchase of sanitizing



The Florida Senate Local Funding Initiative Request Fiscal Year 2021-2022

11. Details on how the requested state funds will be expended

Spending Category	Description	Amount
Administrative Costs:		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
Operational Costs: Other		
Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other	Operational start-up equipment and tools for municipal police department and law enforcement - i.e., radios, firearms, ballistic shields/helmets, body armor, stop sticks, uniforms, computers, regional dispatch, vehicles, RMS, AXON, etc.	500,000
Consultants/Contracted Services/Study		
Fixed Capital Construction/Major Renovation:		
Construction/Renovation/Land/Planning Engineering		
Total State Funds Requested (must equal total from question #6)		500,000



The Florida Senate Local Funding Initiative Request Fiscal Year 2021-2022

12. Program Performance

- a. What specific purpose or goal will be achieved by the funds requested?

The goal is to provide cost effective law enforcement services and to improve services to citizens. Funds requested will provide the necessary start-up equipment and tools needed for establishing a municipal police department, i.e., radios, firearms, ballistic shields/helmets, body armor, stop sticks, uniforms, regional dispatch, computers, vehicles, RMS, AXON, etc. Approximately 20 jobs will be created in this financially disadvantaged community.

- b. What activities and services will be provided to meet the intended purpose of these funds?

Purchase of first responder law enforcement required equipment and necessary tools needed for law enforcement personnel and for establishing a local police department to better protect and serve its citizenry.

- c. What direct services will be provided to citizens by the appropriation project?

Direct services provided to its citizens are providing cost-effect first responder law enforcement services to better protect the citizenry and general public in the Town of Pembroke Park, which is a fiscally constrained municipality.

- d. Who is the target population served by this project? How many individuals are expected to be served?

General Public; Individuals expected to serve are greater than 6,749 due the increase of the winter residents and tourists populations.

- e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

Expected benefit is to provide cost effective law enforcement services for better protection and safety of citizenry and to provide the appropriate tools and equipment for first responders law enforcement personnel to perform their duties and approximately 20 new jobs will be created in this financially disadvantaged municipality.

- f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

There are no anticipated and/or suggested penalties for failure to meet deliverables or performance measures.



The Florida Senate Local Funding Initiative Request Fiscal Year 2021-2022

13. **The owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.**

Town of Pembroke Park is the owner and the entity.

14. **Requestor Contact Information**

- a. First Name Last Name
- b. Organization
- c. E-mail Address
- d. Phone Number Ext.

15. **Recipient Contact Information**

- a. Organization
- b. Municipality and County
- c. Organization Type
- ☐ For-profit Entity
 - ☐ Non-Profit 501(c) (3)
 - ☐ Non-Profit 501(c) (4)
 - ☒ Local Entity
 - ☐ University or College
 - ☐ Other (please specify)
- d. First Name Last Name
- e. E-mail Address
- f. Phone Number

16. **Lobbyist Contact Information**

- a. Name
- b. Firm Name
- c. E-mail Address
- d. Phone Number Ext.



The Florida Senate Local Funding Initiative Request Fiscal Year 2021-2022

Please complete the questions below for Water Projects only.

17. Have you applied for alternative state funding?

- ☐ Waste Water Revolving Loan
- ☐ Drinking Water Revolving Loan
- ☐ Small Community Wastewater Treatment Grant
- ☐ Other (please specify)
- ☐ N/A

18. What is the population economic status?

- ☐ Financially Disadvantaged Community (ch. 62-552, F.A.C.)
- ☐ Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)
- ☐ Rural Area of Economic Concern
- ☐ Rural Area of Opportunity (s. 288.0656, Florida Statutes)
- ☐ N/A

19. What is the status of construction?

20. What percentage of the construction has been completed?

21. What is the estimated completion date of construction?

The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2021-22

For projects meeting the definition of House Rule 5.14

Only Members of the Florida House of Representatives can officially submit an Appropriations Project Request
 Your request will not be officially submitted unless all questions and applicable sub parts are answered. The information provided in the request will be posted on the House website and available for public review if an Appropriations Project Bill is filed by a Representative.

1. **Title of Project:**
2. **Date of Submission:**
3. **House Member Sponsor:**
4. **Details of Amount Requested:**
 - a. Has funding been provided in a previous State budget for this activity? ☐ Yes ☒ No
 - b. What is the most recent fiscal year the project was funded?
 - c. Were the funds provided in the most recent fiscal year subsequently vetoed? ☐ Yes ☐ No
 - d. Complete the following Project Request Worksheet to develop your request.

FY:	Input Prior Year Appropriation for this project for FY 2020-21 <i>(If appropriated in FY 2020-21 enter the appropriated amount, even if vetoed.)</i>			Develop New Funds Request for FY 2021-22 <i>(Requests for additional RECURRING funds in Column E are prohibited.)</i>		
Column:	A	B	C	D	E	F
Funds Description	Prior Year Recurring Funds	Prior Year Nonrecurring Funds	Total Funds Appropriated	Recurring Base Budget	Additional Nonrecurring Request	TOTAL Nonrecurring plus Recurring Base Funds
Input Amounts			0	0	500,000	500,000

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2021-22

e. Provide the total cost of the project for FY 2021-22 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	% of Total	Are the other sources of funds guaranteed in writing?	
1. Amount Requested from the State in this Appropriations Project Request	500,000	33.4 %		
2. Federal	0	0.0 %	☐ Yes	☒ No
3. State (Excluding the requested Total Amount in #4d, Col F)	0	0.0 %	☐ Yes	☒ No
4. Local	998,500	66.6 %	☒ Yes	☐ No
5. Other	0	0.0 %	☐ Yes	☒ No
TOTAL	1,498,500	100.0 %		

5. Is this a multi-year project requiring funding from the state for more than one year? ☐ Yes ☒ No

a. How much state funding would be requested after 2021-22 over the next 5 years? [<Click to Select>](#)

b. How many additional years of state support do you expect to need for this project? [<Click to Select>](#)

c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity". [<Click to Select>](#)

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2021-22

6. Which is the most appropriate state agency to place an appropriation for the issue requested?

Department of Law Enforcement

- a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? ☐ Yes ☒ No
- b. Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.

There are no anticipated and/or suggested penalties for failure to meet deliverables or performance measures.

7. Requester:

- a. First Name: JC Last Name: Jimenez
- b. Organization: Town of Pembroke Park
- c. Email: jcjimenez@tppfl.gov
- d. Phone #: (954) 966-4600

8. Contact for questions about specific technical or financial details about the project.

- a. First Name: JC Last Name: Jimenez
- b. Organization: Town of Pembroke Park
- c. Email: jcjimenez@tppfl.gov
- d. Phone #: (954) 966-4600

9. If there is a registered lobbyist working to secure funding for this project, fill out the information below. If not, click None ☐

- a. First Name: Connie Last Name: Vanassche
- b. Firm: CAS Governmental Services LLC
- c. Email: ccvgovser@gmail.com
- d. Phone #: (561) 512-0089

The Florida House of Representatives
Appropriations Project Request - Fiscal Year 2021-22

10. Organization or Name of entity receiving funds:

a. Name:

b. County (County where funds are to be expended)

c. Service Area (Counties being served by the service(s) provided with funding)

11. What type of organization is the entity that will receive the funds?

If other, please describe:

12. What is the specific purpose or goal that will be achieved by the funds being requested?

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2021-22

13. Provide specific details on how funds will be spent. (Select all that apply)

Spending Category	Description	Amount Requested (Total should equal 4d, Col. E) Enter '0' if request is zero for the category
Administrative Costs		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/ Travel/Supplies/Other		
Consultants/ Contracted Services/ Study		
Operational Costs		
Salaries and Benefits		
Expenses/Equipment/ Travel/Supplies/Other	Operational start-up equipment and tools for municipal police department and law enforcement - i.e., radios, firearms, ballistic shields/helmets, body armor, stop sticks, uniforms, regional dispatch, vehicles, RMS, AXON, etc.	500,000
Consultants/ Contracted Services/ Study		
Fixed Capital Construction/Major Renovation		
Construction/Renovation/ Land/Planning Engineering		
Total Requested		500,000

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2021-22

14. For Fixed Capital Costs requested in Question 13, what type of ownership will the facility be under when complete?

Local Government (e.g. police, fire or local government buildings, local roads, etc.)

If other, please describe:

100 maximum characters allowed

15. Is the project request an information technology project? ☐ Yes ☒ No **Water projects skip to #16**

a. Will this information technology project be managed within a state agency to support state agency program goals? ☐ Yes ☐ No

b. What is the total cost (all years) to design and build the project?

c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?

d. Can the state agency fund the ongoing annual recurring costs within its current operating budget? ☐ Yes ☒ No

e. What are the specific business objectives or needs the IT project is intended to address?

400 maximum characters allowed

f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state agency to consider the proposed IT project a success?

100 maximum characters allowed

16. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing or other expressions of support? ☒ Yes ☐ No

Please describe:

Resolution 2020-088/July 20, 2020

17. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served? ☐ Yes ☒ No
Please describe:

400 maximum characters allowed

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2021-22

18. Will the requested funds be used directly for services to citizens? ☒ Yes ☐ No

Water projects skip to #19

a. What are the activities and services that will be provided to meet the purpose of the funds?

Funds to be spent for operational start-up for establishing a municipal police department and providing first responders law enforcement with the appropriate equipment and tools to keep safe and to better serve the citizens of this financially disadvantaged municipality.

b. Describe the direct services to be provided to the citizens by the funding requested.

Direct services to be provided include the improved protection life, health and safety of first responders law enforcement and to better serve citizenry of the Town of Pembroke Park.

c. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups"). Select all that apply to the target population:

- | | |
|---|--|
| ☐ Elderly persons | ☐ Drug users (in health services) |
| ☐ Persons with poor mental health | ☐ Preschool students |
| ☐ Persons with poor physical health | ☐ Grade school students |
| ☐ Jobless persons | ☐ High school students |
| ☐ Economically disadvantaged persons | ☐ University/College students |
| ☐ At-risk youth | ☐ Currently or formerly incarcerated persons |
| ☐ Homeless | ☐ Drug offenders (in criminal Justice) |
| ☐ Developmentally disabled | ☐ Victims of crime |
| ☐ Physically disabled | ☒ General (The majority of funds will benefit no specific group) |
| ☒ Other, please describe: | |

law enforcement first responders

d. How many in the target population are expected to be served? >800

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2021-22

19. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies):

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve physical health	improved physical health to first responders law enforcement by providing the appropriate safety equipment and necessary tools to better serve and protect the citizens of the Town of Pembroke Park.	Providing First responders law enforcement with the necessary and appropriate equipment allows law enforcement to ensure their safety and physical health and to better serve and protect the citizens of the Town of Pembroke Park.
Improve mental health	improved mental health of first responders law enforcement by providing the appropriate safety equipment and necessary tools to better serve and protect the citizens of the Town of Pembroke Park.	Providing First responders law enforcement with the necessary and appropriate equipment and tools allows law enforcement to ensure their safety, physical and mental health and to better serve and protect the citizens of the Town of Pembroke Park.
Enrich cultural experience	n/a	n/a
Improve agricultural production/ promotion/education	n/a	n/a
Improve quality of education	n/a	n/a
Enhance/preserve/improve environmental or fish and wildlife quality	n/a	n/a
Protect the general public from harm (environmental, criminal, etc.)	protect the general public by providing the first responders law enforcement with the appropriate safety equipment and tools to better protect the citizens of the Town of Pembroke Park	Providing First responders law enforcement with the necessary and appropriate equipment and tools allows law enforcement to ensure their safety and to better protect the citizens of the Town of Pembroke Park.

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2021-22

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve transportation conditions	n/a	n/a
Increase or improve economic activity	improved economic activity with new jobs availability by establishing a municipal police department.	Less reliance on State supported programs as new jobs opportunity are made available. Track number of new jobs filled.
Increase tourism	n/a	n/a
Create specific immediate job opportunities	16 law enforcement jobs created and 4 non-law enforcement positions by establishing municipal police department for a total of 20 new positions in this financially disadvantaged community.	Tracking of new employees hired.
Enhance specific individual's economic self sufficiency	n/a	n/a
wSRdz0S 11S0IR101aY	n/a	n/a
Reduce substance abuse	n/a	n/a

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2021-22

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Divert from Criminal/ Juvenile Justice System	n/a	n/a
Improve wastewater management	n/a	n/a
Improve stormwater management	n/a	n/a
Improve groundwater quality	n/a	n/a
Improve drinking water quality	n/a	n/a
Improve surface water quality	n/a	n/a
Other (Please describe)		

The Florida House of Representatives
Appropriations Project Request - Fiscal Year 2021-22

The questions below are additional questions for water projects only

20. Have you applied for alternative state funding?

- a. ☐ Wastewater Revolving Loan
- b. ☐ Drinking Water Revolving Loan
- c. ☐ Small Community Wastewater Treatment Grant
- d. ☐ Other (Please describe)
- e. ☐ N/A

21. What is the population economic status?

- a. ☐ Financially Disadvantaged Municipality
- b. ☐ Rural Area of Critical Economic Concern
- c. ☐ Rural Community Experiencing Economic Distress
- d. ☐ N/A

22. What is the status of construction?

- a. ☐ Ready
- b. ☐ Not Ready

23. What percentage of construction has been completed?

 %

24. What is the estimated completion date of construction?



Town of Pembroke Park PD Proposal

Quote #	Vehicle	# of units	Down Payment (50% of Equip.)	Monthly Rate	Full Maint. Rate	Equity at term
4756018	2021 Dodge Durango Pursuit AWD	14	\$7,863.85	\$792.49	\$0.00	\$9,500
4758666	2021 Chevy Tahoe 4X2 (Admin)	2	\$5,517.85	\$888.77	\$76.41	\$16,000
4758712	2021 Dodge Durango Admin	1	\$4,565.04	\$736.26	\$0.00	\$11,000
		17	\$125,694.64	\$13,608.66	\$152.82	\$176,000
Year 1	\$290,832.40					
Year 2	\$165,137.76					
Year 3	\$165,137.76					
Year 4	\$165,137.76					
Year 5	\$165,137.76					

Police Cars

FLEET
MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 4756018

Prepared For: Town of Pembroke Park

Date 09/25/2020

AE/AM JG9

Unit #
 Year 2021 Make Dodge Model Durango
 Series Pursuit 4dr All-wheel Drive
 Vehicle Order Type Ordered Term 60 State FL Customer# 597381

\$ 48,532.70 Capitalized Price of Vehicle¹
 \$ 0.00 * Sales Tax 0.0000% State FL
 \$ 0.00 * Initial License Fee
 \$ 0.00 * Registration Fee
 \$ 200.00 Other: Courtesy Delivery Fee
 \$ 7,863.85 * Capitalized Price Reduction
 \$ 0.00 * Tax on Capitalized Price Reduction
 \$ 0.00 Gain Applied From Prior Unit
 \$ 0.00 * Tax on Gain On Prior
 \$ 0.00 * Security Deposit
 \$ 0.00 * Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 40,868.85 Total Capitalized Amount (Delivered Price)
 \$ 681.16 Depreciation Reserve @ 1.6667%
 \$ 111.15 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²
\$ 792.31 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees
 \$ 0.00 Commercial Automobile Liability Enrollment
 Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 0.00 Full Maintenance Program³ Contract Miles 0
 Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 0.00 Additional Services SubTotal

\$ 0.00 Sales Tax 7.0000%

State FL

\$ 792.31 Total Monthly Rental Including Additional Services

\$ -0.75 Reduced Book Value at 60 Months

\$ 495.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information**Driver Name**

Exterior Color (0 P) DB Black Clearcoat

Interior Color (0 I) Black w/Cloth Bucket Seats w/Shift Inse

Lic. Plate Type Unknown

GVWR 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.00 Per Mile

Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 15,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Pembroke Park

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

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Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Public Safety Supply Patrol Unit Quote#1098	C	\$ 15,727.70
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 15,727.70
Aftermarket Equipment Total		\$ 15,727.70

VEHICLE INFORMATION:

2021 Dodge Durango Pursuit 4dr All-wheel Drive - US

Series ID: WDEE75

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$35,675	\$36,000.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,495.00	\$1,495.00
Total Price	\$37,170.00	\$37,495.00

SELECTED COLOR:

Exterior: PXJ-(0 P) DB Black Clearcoat

Interior: X9-(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2BZ	Quick Order Package 2BZ	NC	NC
APA	Monotone Paint Application	STD	STD
C5	Cloth Bucket Seats w/Shift Insert	STD	STD
CD4	Tungsten Interior Accent Stitch	NC	NC
DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DLK	3.45 Rear Axle Ratio	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
NAS	50 State Emissions	NC	NC
PXJ_03	(0 P) DB Black Clearcoat	NC	NC
TP5	Tires: P265/60R18 BSW On/Off Road	STD	STD
UAM	Radio: Uconnect 4 w/8.4" Display	STD	STD
WBN	Wheels: 18" x 8.0" Black Steel	STD	STD
X9_02	(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl	NC	NC
Z6K	GVWR: 6,500 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with coloured rub strip
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Fuel Remote Release: power fuel remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Emergency SOS: Roadside Assistance/9-1-1 Call
Front Cupholder: front and rear cupholders
Floor Console: partial floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper

Rear Window Defroster: rear window defroster
 Tinted Windows: deep-tinted windows
 Dome Light: dome light with fade
 Front Reading Lights: front and rear reading lights
 Door Curb/Courtesy Lights: 2 door curb/courtesy lights
 Variable IP Lighting: variable instrument panel lighting
 Display Type: digital/analog display
 Tachometer: tachometer
 Voltmeter: voltmeter
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: ParkSense with Stop rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Oil Temp Gauge: oil temperature gauge
 Transmission Oil Temp Gauge: transmission oil temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: systems monitor
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Bulb Failure Warning: bulb-failure warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Turn Signal On Warning: turn-signal-on warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
 Knee Airbag: knee airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: Sentry Key immobilizer
 Panic Alarm: panic alarm

Electronic Stability: electronic stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints with tilt

Rear Headrest Control: 3 rear head restraints

Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity: max. seating capacity of 5

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 4-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Fold Flat Passenger Seat: fold flat passenger seat

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: leatherette instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Leather Steering Wheel: leather/metal-look steering wheel

Interior Accents: chrome interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine: 293-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission: 8-speed automatic w/ OD and auto-manual

**PUBLIC SAFETY SUPPLY, LLC**625 W 18TH ST
HIALEAH, FL 33010

Voice: 888-895-8745

Fax: 888-308-3029

QUOTATION

Quote Number: 1098

Quote Date: Sep 17, 2020

Page: 1

*Enterprise →**weel upok**For 1 year***Quoted To:**ENTERPRISE LEASING
5105 JOHNSON ROAD
COCONUT CREEK, FL 33073

Customer ID	Good Thru	Payment Terms	Sales Rep
ENTERPRISE LEASING	10/17/20	Net 30 Days	RAY

Quantity	Item	Description	Unit Price	Amount
15.00	FE-VALR51	*****2020 DODGE DURANGO PATROL UNITS*****PEMBROKE PARK PD***** PACKAGE 51" VALOR GLOW WORM BAR LIGHTBAR W/LOW PROFILE FEETS, HOOK KIT, PF200H SIREN, ES100C, BRKT,RBKIT1, RD-DUR19, SAO# 1520352605	2,995.00	44,925.00
15.00	FE-PF200	PATHFINDER, 100/200 SELF-CONT.		
15.00	FE-ES100C	SPKR,EMERG, 100W,PLASTIC,		
15.00	FE-ESB-U	ES100 UNIVERSAL BRACKET		
15.00	FE-RBKIT1	RUMBLER WOOFER		
15.00	FE-RB-DUR19	RUMBLER BRACKETS		
		DURANGO 2019-2020		
15.00	OBOCABLE6-DGCAN	WIRE ASSY, VARIOUS, INTERFACE 6FT	105.46	1,581.90
15.00	11-1005-000	STANDARD LED FLASHER HEADLIGHT HALO	45.00	675.00
15.00		(GORHINO) 5201T-2L72 GO-RHINO ALUMINUM LR SERIES PUSH BUMPER 2-LIGHT TOP CHANNEL FEDERAL SIGNAL MPS600UX LIGHT	381.65	5,724.75
15.00	FE-MPS620UX-RW	12-LED LIGHT HEAD RED/WHITE CLEAR LENS MOUNTED (1) ONE TOP CHANNEL OF PUSH BUMPER	83.70	1,255.50
15.00	FE-MPS620UX-BW	12-LED LIGHT HEAD BLUE/WHITE	83.70	1,255.50
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

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Quoted To:ENTERPRISE LEASING
5105 JOHNSON ROAD
COCONUT CREEK, FL 33073

Customer ID	Good Thru	Payment Terms	Sales Rep
ENTERPRISE LEASING	10/17/20	Net 30 Days	RAY

Quantity	Item	Description	Unit Price	Amount
		CLEAR LENS MOUNTED (1) ONE TOP CHANNEL OF PUSH BUMPER		
15.00	FE-MPS1220UX-RW	Micropulse Ultra Steady Burn Model Blue/White Clear Lens 12 Led Light Head Mounted One (1) side of push bumper	97.20	1,458.00
15.00		(FEDERAL) MPS1220UX-BW Micropulse Ultra Steady Burn Model Blue/White Clear Lens 12 Led Light Head Mounted One (1) side of push bumper	97.20	1,458.00
15.00		(UNITY) 219036-002 UNITY LED 6" SPOTLIGHT BLACK	292.54	4,388.10
15.00		(UNITY) 8972 INSTALLATION KIT	40.50	607.50
15.00	TR-CC-DGFS-OEM-18	18" floor-shift console. 7" slope / 4" next to shifter / 7" rear level area. Accommodates OEM features (AWD mod, USB/DC outlet, etc.)	462.50	6,937.50
15.00	FP-PATHFINDER	4" FACEPLATE FOR A FEDERAL SIGNAL SMART SIREN SIREN CONTROLLER		
15.00	FP-BLNK1	1" BLANK FACEPLATE		
15.00	FP-USB-2DC	2" FACEPLATE WITH TWO (2) DC OUTLETS AND ONE (1) DUAL-PORT USB OUTLET	51.61	774.15
15.00	FP-SGTRAY	4" CONSOLE TRAY FOR CELLPHONE, KEYS, ETC	30.24	453.60
15.00	AC-INBHG	4" INTERNAL DUAL CUP BEVERAGE	39.69	595.35
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued



PUBLIC SAFETY SUPPLY, LLC

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QUOTATION

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Quoted To:

ENTERPRISE LEASING
5105 JOHNSON ROAD
COCONUT CREEK, FL 33073

Customer ID	Good Thru	Payment Terms	Sales Rep
ENTERPRISE LEASING	10/17/20	Net 30 Days	RAY

Quantity	Item	Description	Unit Price	Amount
15.00		HOLDER (TROY) FP-AP3 FACEPLATE 3" PLATE WITH 3 DC OUTLETS HOLES (INCLUDED IN PRICING)		
15.00	PJ723	(Brother Mobile Printer) PocketJet 7 300dpi Thermal Printer with USB (Only includes the printer. Requires power, USB cable, and printing supplies)	466.80	7,002.00
15.00	LB3603	USB CABLE-10FT LENGTH	12.25	183.75
15.00	LB3604	DC Power Extension Cable 5'for PocketJet 3 (Plus) and Pocketjet 6 (PLUS) *allows users to disconnect from the vehicle power to remove printer	14.75	221.25
15.00	TR-AC-PENPRTR-58-FP	ARM REST INCLUDING BROTHERS PRINTER CRADDLE (BOLTS TO FLOOR)	270.00	4,050.00
15.00	DE2045-1320	Lind Dell Rugged Latitude 14 (5404) Adapter	149.99	2,249.85
15.00	TR-CM-SDMT-SL-LED	CONSOLE SIDE HT. ADJ MOUNT W/SLIDE ARM FOR DOCKING STATION	324.00	4,860.00
15.00	7160-0250-01	NotePad V Universal Computer Cradle with Tall clips for Rugged Computers	245.00	3,675.00
15.00	TR-TP-E-SM6-US-SS	Space-Maker front partition with sliding window, square-hole crawl-thru barrier, weapon recess panel. Allows extra back seat room on PS.	745.11	11,176.65
15.00	TR-2-SAB-DUR-SM	100% seat slide, extra seat-back recline, no-holes-drilled design		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued



PUBLIC SAFETY SUPPLY, LLC

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QUOTATION

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Quote Date: Sep 17, 2020
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ENTERPRISE LEASING
5105 JOHNSON ROAD
COCONUT CREEK, FL 33073

Customer ID	Good Thru	Payment Terms	Sales Rep
ENTERPRISE LEASING	10/17/20	Net 30 Days	RAY

Quantity	Item	Description	Unit Price	Amount
15.00	TR-KP-SMDUR-BF-SS	Kick panel assembly with foot pockets	139.86	2,097.90
15.00	TR-WG-DUR18-SET	Window guard set, vertical bar design	215.46	3,231.90
15.00	TR-DP-DUR18-SET	Steel door panel set	215.46	3,231.90
15.00		(TROY) PS-DUR18-OS-R PTS COMPLETE REAR CAGE, OS BELT AND SEAT SYSTEM	2,151.25	32,268.75
30.00	9001660-RBW	(AEGIS) SIDEWINDER R/B WITH WHITE FLOOD (RUNNERS)	298.43	8,952.90
30.00	XSM2-BRW	XSTREAM DUAL HEAD WITH WIRE LEADS	175.50	5,265.00
		BLUE/RED/WHITE-BLUE/RED/WHITE MOUNTED ON THE REAR CARGO WINDOWS ONE ON EACH SIDE		
15.00	FE-MPS300U-B	MICROPULSE ULTRA 3-LED BLUE ONE (1) MOUNTED ON THE PASSENGER BOTTOM OF HATCH TO BE SEEN WHEN IN UP POSITION	56.65	849.75
15.00	FE-MPS300U-R	MICROPULSE ULTRA 3-LED RED MOUNTED ONE (1) MOUNTED ON THE PASSENGER BOTTOM OF HATCH TO BE SEEN WHEN IN UP POSITION	56.65	849.75
15.00	FE-MPS620UX-RW	12-LED LIGHT HEAD RED/WHITE CLEAR LENS	83.70	1,255.50
15.00	FE-MPS620UX-BW	12-LED LIGHT HEAD BLUE/WHITE CLEAR LENS	83.70	1,255.50
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

**PUBLIC SAFETY SUPPLY, LLC**625 W 18TH ST
HIALEAH, FL 33010Voice: 888-895-8745
Fax: 888-308-3029**QUOTATION**Quote Number: 1098
Quote Date: Sep 17, 2020
Page: 5**Quoted To:**ENTERPRISE LEASING
5105 JOHNSON ROAD
COCONUT CREEK, FL 33073

Customer ID	Good Thru	Payment Terms	Sales Rep
ENTERPRISE LEASING	10/17/20	Net 30 Days	RAY

Quantity	Item	Description	Unit Price	Amount
15.00		(FEDERAL) IPX-LPH1 LICENSE PLATE BRACKET WITH HORIZONTAL MOUNT TABS	21.06	315.90
15.00	FE-FHL-TAIL	FLASHER, REAR, ALTERNATING	47.85	717.75
15.00	SUV39-2-00	SUV 2.0 RAPID ACCESS WEAPONS LOCKERS	755.00	11,325.00
15.00	F39-000	SUV 2.0 FENCE PACKAGE	259.37	3,890.55
15.00	DD38KIT	DODGE DURANGO INSTALL KIT	174.94	2,624.10
30.00	PS-202-08U	8 GANG FUSE BLOCK WITH GROUNDING PAD	20.00	600.00
15.00	PS-GCA100	PUBLIC SAFETY USA GCA SERIES , MANUAL RESET , TYPE III 100 AMP CIRCUIT BREAKER	35.00	525.00
15.00	GRAPHICS	CUSTOM GRAPHICS	525.00	7,875.00
15.00	INSTALL	Install Fee for products listed above. Includes all wiring, fuses, connectors, miscellaneous brackets	2,550.00	38,250.00
15.00	INSTALL	INSTALL FEE RADIO	170.00	2,550.00
15.00	FREIGHT	FREIGHT	165.00	2,475.00
		OPTION: TO ADD ONE SANTA CRUZ SC-917-5 RAPID ADJUST UNIVERSAL GUN RACK ADD \$385 EQUIPMENT \$170 LABOR TO INSTALL TOTAL \$555		
			Subtotal	235,915.50
			Sales Tax	
			TOTAL	235,915.50

Administrative Police Cars

Prepared For: Town of Pembroke Park

Date 09/25/2020
AE/AM JG9

Unit #
Year 2021 Make Chevrolet Model Tahoe
Series Commercial Fleet 4x2
Vehicle Order Type Ordered Term 60 State FL Customer# 597381

\$ 51,496.71	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax 0.0000% State FL
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 200.00	Other: Courtesy Delivery Fee
\$ 5,517.85 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)
\$ 46,178.86	Total Capitalized Amount (Delivered Price)
\$ 769.66	Depreciation Reserve @ 1.6667%
\$ 118.91	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 888.57	Total Monthly Rental Excluding Additional Services
	Additional Fleet Management
	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00
\$ 0.00	Physical Damage Management
\$ 76.41	Full Maintenance Program ³ Contract Miles 75,000
	Incl: # Brake Sets (1 set = 1 Axle) 2
\$ 76.41	Additional Services SubTotal
\$ 0.00	Sales Tax 7.0000% State FL
\$ 964.98	Total Monthly Rental Including Additional Services
\$ -0.74	Reduced Book Value at 60 Months
\$ 495.00	Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name
Exterior Color (0 P) Black
Interior Color (0 I) Jet Black w/Premium Cloth Seat Trim
Lic. Plate Type Unknown
GVWR 0

Comp/Coll Deductible 0 / 0
OverMileage Charge \$ 0.0500 Per Mile
Tires 4
Loaner Vehicle Not Included

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Pembroke Park

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



FLEET
MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 4758666

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Public Safety Supply administrative unit equipment Quote#1107	C	\$ 11,035.71
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 11,035.71
Aftermarket Equipment Total		\$ 11,035.71

VEHICLE INFORMATION:

2021 Chevrolet Tahoe Commercial Fleet 4x2 - US

Series ID: CC10706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$45,408	\$48,000.00
Total Options	\$273.00	\$300.00
Destination Charge	\$1,295.00	\$1,295.00
Total Price	\$46,976.00	\$49,595.00

SELECTED COLOR:

Exterior: GBA-(0 P) Black

Interior: H0U-(0 I) Jet Black w/Premium Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	NC	NC
AZ3	Front 40/20/40 Split-Bench Seat	STD	STD
BTV	Remote Start	\$273.00	\$300.00
C6C	GVWR: 7,400 lbs (3,357 kgs)	STD	STD
GBA_01	(0 P) Black	NC	NC
GU5	3.23 Rear Axle Ratio	STD	STD
H0U_01	(0 I) Jet Black w/Premium Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
L84	Engine: 5.3L EcoTec3 V8	STD	STD
MQC	Transmission: Electronic 10-Speed Automatic w/OD	STD	STD
PZX	Wheels: 18" x 8.5" Bright Silver Painted Aluminum	STD	STD
QDF	Tires: 265/65R18SL AS BW	STD	STD
STD TM	Premium Cloth Seat Trim	STD	STD
UQF	6-Speaker Audio System Feature	Included	Included
ZW7	Premium Smooth Ride Suspension	STD	STD
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Running Boards: running boards
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Step Bumper: rear step bumper
Body Material: galvanized steel/aluminum body material
: class IV trailer hitch with harness, hitch
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Rear Window Remote Release: keyfob rear window remote release
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Remote Engine Start: remote engine start - keyfob
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console with storage, conversation mirror
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Seatback Storage Pockets: 2 seatback storage pockets
Front Underseat Storage Tray: locking front underseat storage tray
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 5 12V DC power outlets
AC Power Outlet: 1 AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: 4G LTE Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam halogen headlamps
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Rear Window: flip-up rear windshield
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights

Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Park Assist rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: DuraLife four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: PASS-Key III immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
3rd Row Headrests: 2 manual adjustable third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 9
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear manual reclining 60-40 split-bench seat
Rear Folding Position: rear seat tumble forward
Rear Seat Armrest: rear seat centre armrest
3rd Row Seat Type: fixed third row 60-40 split-bench seat
3rd Row Electric Control: fold into floor third row seat
Leather Upholstery: premium cloth front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

**PUBLIC SAFETY SUPPLY, LLC**625 W 18TH ST
HIALEAH, FL 33010Voice: 888-895-8745
Fax: 888-308-3029**QUOTATION**Quote Number: 1107
Quote Date: Sep 21, 2020
Page: 1**Quoted To:**ENTERPRISE LEASING
5105 JOHNSON ROAD
COCONUT CREEK, FL 33073

Customer ID	Good Thru	Payment Terms	Sales Rep
ENTERPRISE LEASING	10/21/20	Net 30 Days	RAY

Quantity	Item	Description	Unit Price	Amount
2.00	FE-SIFMS-3596575	*****2020 CHEVROLET TAHOE ADMINISTRATIVE UNIT*****PEMBROKE PARK PD***** SPLIT FRONT HEADLINER (4) RED/WHITE LED REFLECTORS (4) BLUE/WHITE LED REFLECTORS CHEVROLET TAHOE 2015-2020 PACKAGE INCLUDES BELOW ITEMS	1,943.50	3,887.00
2.00	FE-PF200H	PATH FINDER HAND HELD PROGRAMMABLE 100/200 WATTS SIREN AND LIGHT CONTROLLER		
2.00	FE-ES100C	SPKR, EMERG, 100W, PLASTIC,		
2.00	FE-ESB-U	ES100 UNIVERSAL BRACKET		
2.00	FE-RBKIT1	RUMBLER WOOFER		
2.00	FE-RB-DUR19	RUMBLER BRACKETS DURANGO 2019-2020		
2.00	OBD CABLE 6-DGCAN	WIRE ASSY, VARIOUS, INTERFACE 6FT		
2.00	11-1005-000	STANDARD LED FLASHER HEADLIGHT HALO	45.00	90.00
4.00	FE-MPS620UX-RW	12-LED LIGHT HEAD RED/WHITE CLEAR LENS MOUNTED (1) ONE ON THE GRILL	83.70	334.80
4.00	FE-MPS620UX-BW	12-LED LIGHT HEAD BLUE/WHITE CLEAR LENS MOUNTED (1) ONE ON THE GRILL	83.70	334.80
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

**PUBLIC SAFETY SUPPLY, LLC**625 W 18TH ST
HIALEAH, FL 33010Voice: 888-895-8745
Fax: 888-308-3029**QUOTATION**Quote Number: 1107
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5105 JOHNSON ROAD
COCONUT CREEK, FL 33073

Customer ID	Good Thru	Payment Terms	Sales Rep
ENTERPRISE LEASING	10/21/20	Net 30 Days	RAY

Quantity	Item	Description	Unit Price	Amount
2.00		(UNITY) 219036-002 UNITY LED 6" SPOTLIGHT BLACK	292.54	585.08
2.00		(UNITY) 8972 INSTALLATION KIT	40.50	81.00
2.00	DE2045-1320	Lind Dell Rugged Latitude 14 (5404) Adapter	149.99	299.98
2.00		(GAMBER) 7170-0865-01 CHEVY TAHOE PEDESTAL KIT WITH MONGOOSE 9" LOCKING SLIDING ARM	533.75	1,067.50
2.00	7160-0250-01	NotePad V Universal Computer Cradle with Tall clips for Rugged Computers	245.00	490.00
2.00	475-0864	475-0864 13+ SINGLE CELL PKG CHEVY TAHOE INCLUDES ABS SEAT COVER, WINDOW ARMOR, DOOR PANELS	1,695.60	3,391.20
4.00	9001660-RBW	(AEGIS) SIDEWINDER R/B WITH WHITE FLOOD (RUNNERS)	298.43	1,193.72
4.00	XSM2-BRW	XSTREAM DUAL HEAD WITH WIRE LEADS	175.50	702.00
2.00	FE-MPS300U-B	BLUE/RED/WHITE-BLUE/RED/WHITE MOUNTED ON THE REAR CARGO WINDOWS ONE ON EACH SIDE	56.65	113.30
		MICROPULSE ULTRA 3-LED BLUE ONE (1) MOUNTED ON THE PASSENGER BOTTOM OF HATCH TO BE SEEN WHEN IN UP POSITION		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued



PUBLIC SAFETY SUPPLY, LLC

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ENTERPRISE LEASING
5105 JOHNSON ROAD
COCONUT CREEK, FL 33073

Customer ID	Good Thru	Payment Terms	Sales Rep
ENTERPRISE LEASING	10/21/20	Net 30 Days	RAY

Quantity	Item	Description	Unit Price	Amount
2.00	FE-MPS300U-R	MICROPULSE ULTRA 3-LED RED MOUNTED ONE (1) MOUNTED ON THE PASSENGER BOTTOM OF HATCH TO BE SEEN WHEN IN UP POSITION	56.65	113.30
2.00	FE-SL6F-RB	6HD FLASHNG SIGNALMASTER,MOUNTED ON (1) CENTER TOP REAR WINDOW	263.52	527.04
2.00	FE-SLB-002	SHORT L-BRACKET, CN SIGNALMASTER OR LATITUDE	15.66	31.32
2.00	FE-FHL-TAIL	FLASHER,REAR,ALTERNATING	47.85	95.70
2.00	SUV39-2-00	SUV 2.0 RAPID ACESS WEAPONS LOCKERS	755.00	1,510.00
2.00	F39-000	SUV 2.0 FENCE PACKAGE	259.37	518.74
2.00		(ESTES) CTR38KIT TAHOE RISER INSTALL KIT	162.47	324.94
4.00	PS-202-08U	8 GANG FUSE BLOCK WITH GROUNDING PAD	20.00	80.00
2.00	PS-GCA100	PUBLIC SAFETY USA GCA SERIES , MANUAL RESET , TYPE III 100 AMP CIRCUIT BREAKER	35.00	70.00
2.00	GRAPHICS	CUSTOM GRAPHICS	525.00	1,050.00
2.00	INSTALL	Install Fee for products listed above. Includes all wiring, fuses, connectors, miscellaneous brackets	2,295.00	4,590.00
2.00	INSTALL	INSTALL FEE RADIO	170.00	340.00
2.00	FREIGHT	FREIGHT	125.00	250.00
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued



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ENTERPRISE LEASING
5105 JOHNSON ROAD
COCONUT CREEK, FL 33073

Customer ID	Good Thru	Payment Terms	Sales Rep
ENTERPRISE LEASING	10/21/20	Net 30 Days	RAY

Quantity	Item	Description	Unit Price	Amount
		OPTION: TO ADD ONE SANTA CRUZ SC-917-5 RAPID ADJUST UNIVERSAL GUN RACK ADD \$385 EQUIPMENT \$170 LABOR TO INSTALL TOTAL \$555		
Subtotal				22,071.42
Sales Tax				
TOTAL				22,071.42

Police Car - Chief



Open-End (Equity) Lease Rate Quote

Quote No: 4758712

Prepared For: Town of Pembroke Park

Date 09/25/2020

AE/AM JG9

Unit #
Year 2021 Make Dodge Model Durango
Series Pursuit 4dr All-wheel Drive
Vehicle Order Type Ordered Term 60 State FL Customer# 597381

\$ 42,133.08 Capitalized Price of Vehicle¹
\$ 0.00 * Sales Tax 0.0000% State FL
\$ 0.00 * Initial License Fee
\$ 0.00 * Registration Fee
\$ 200.00 Other: Courtesy Delivery Fee
\$ 4,565.04 * Capitalized Price Reduction
\$ 0.00 * Tax on Capitalized Price Reduction
\$ 0.00 Gain Applied From Prior Unit
\$ 0.00 * Tax on Gain On Prior
\$ 0.00 * Security Deposit
\$ 0.00 * Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 37,768.04 Total Capitalized Amount (Delivered Price)
\$ 629.48 Depreciation Reserve @ 1.6667%
\$ 106.62 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²
\$ 736.10 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees
\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management
\$ 0.00 Full Maintenance Program³ Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 0.00 Additional Services SubTotal

\$ 0.00 Sales Tax 7.0000% State FL

\$ 736.10 Total Monthly Rental Including Additional Services

\$ -0.76 Reduced Book Value at 60 Months

\$ 495.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) DB Black Clearcoat

Interior Color (0 I) Black w/Cloth Bucket Seats w/Shift Inse

Lic. Plate Type Unknown

GVWR 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.00 Per Mile

Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 15,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Pembroke Park

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

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Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Public Safety Supply administrative unit equipment quote#1106	C	\$ 9,130.08
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 9,130.08
Aftermarket Equipment Total		\$ 9,130.08

VEHICLE INFORMATION:

2021 Dodge Durango Pursuit 4dr All-wheel Drive - US

Series ID: WDEE75

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$35,675	\$36,000.00
Total Options	\$198.00	\$220.00
Destination Charge	\$1,495.00	\$1,495.00
Total Price	\$37,368.00	\$37,715.00

SELECTED COLOR:

Exterior: PXJ-(0 P) DB Black Clearcoat

Interior: X9-(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2BZ	Quick Order Package 2BZ	NC	NC
A7	Cloth Bucket Seats w/Rear Vinyl	\$108.00	\$120.00
APA	Monotone Paint Application	STD	STD
CD4	Tungsten Interior Accent Stitch	NC	NC
CDS	Vinyl 2nd Row Seat	Included	Included
DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DLK	3.45 Rear Axle Ratio	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
NAS	50 State Emissions	NC	NC
PXJ_03	(0 P) DB Black Clearcoat	NC	NC
TP5	Tires: P265/60R18 BSW On/Off Road	STD	STD
UAM	Radio: Uconnect 4 w/8.4" Display	STD	STD
WBN	Wheels: 18" x 8.0" Black Steel	STD	STD
X9_02	(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl	NC	NC
XCS	4 Additional Key Fobs	\$90.00	\$100.00
Z6K	GVWR: 6,500 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with coloured rub strip
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Fuel Remote Release: power fuel remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Emergency SOS: Roadside Assistance/9-1-1 Call
Front Cupholder: front and rear cupholders
Floor Console: partial floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper

Rear Window Defroster: rear window defroster
 Tinted Windows: deep-tinted windows
 Dome Light: dome light with fade
 Front Reading Lights: front and rear reading lights
 Door Curb/Courtesy Lights: 2 door curb/courtesy lights
 Variable IP Lighting: variable instrument panel lighting
 Display Type: digital/analog display
 Tachometer: tachometer
 Voltmeter: voltmeter
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: ParkSense with Stop rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Oil Temp Gauge: oil temperature gauge
 Transmission Oil Temp Gauge: transmission oil temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: systems monitor
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Bulb Failure Warning: bulb-failure warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Turn Signal On Warning: turn-signal-on warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS: four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
 Knee Airbag: knee airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: Sentry Key immobilizer
 Panic Alarm: panic alarm

Electronic Stability: electronic stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 3 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity: max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 4-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Fold Flat Passenger Seat: fold flat passenger seat
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: leatherette instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Leather Steering Wheel: leather/metal-look steering wheel
Interior Accents: chrome interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 293-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual



PUBLIC SAFETY SUPPLY, LLC

625 W 18TH ST
HIALEAH, FL 33010

Voice: 888-895-8745
Fax: 888-308-3029

QUOTATION

Quote Number: 1106
Quote Date: Sep 21, 2020
Page: 1

Quoted To:

ENTERPRISE LEASING
5105 JOHNSON ROAD
COCONUT CREEK, FL 33073

Customer ID	Good Thru	Payment Terms	Sales Rep
ENTERPRISE LEASING	10/21/20	Net 30 Days	RAY

Quantity	Item	Description	Unit Price	Amount
1.00	FE-SIFMS-3363145	*****2020 DODGE DURANGO ADMINISTRATIVE UNIT*****PEMBROKE PARK PD***** SPECTRALUX ILS LOW PROFILE RED/BLUE FULL FRONT FLOOD 8-HEAD FRONT SPLIT CENTER FOCUSED STYLE FOR DURANGO 2016-2020 PACKAGE INCLUDES BELOW ITEMS	1,943.50	1,943.50
1.00	FE-PF200H	PATH FINDER HAND HELD PROGRAMMABLE 100/200 WATTS SIREN AND LIGHT CONTROLLER		
1.00	FE-ES100C	SPKR, EMERG, 100W, PLASTIC,		
1.00	FE-ESB-U	ES100 UNIVERSAL BRACKET		
1.00	FE-RBKIT1	RUMBLER WOOFER		
1.00	FE-RB-DUR19	RUMBLER BRACKETS DURANGO 2019-2020		
1.00	OBOCABLE6-DGCAN	WIRE ASSY, VARIOUS, INTERFACE 6FT		
1.00	11-1005-000	STANDARD LED FLASHER HEADLIGHT HALO	45.00	45.00
2.00	FE-MPS620UX-RW	12-LED LIGHT HEAD RED/WHITE CLEAR LENS MOUNTED (1) ONE ON THE GRILL	83.70	167.40
2.00	FE-MPS620UX-BW	12-LED LIGHT HEAD BLUE/WHITE	83.70	167.40
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued



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5105 JOHNSON ROAD
COCONUT CREEK, FL 33073

Customer ID	Good Thru	Payment Terms	Sales Rep
ENTERPRISE LEASING	10/21/20	Net 30 Days	RAY

Quantity	Item	Description	Unit Price	Amount
		CLEAR LENS MOUNTED (1) ONE ON THE GRILL		
1.00		(UNITY) 219036-002 UNITY LED 6" SPOTLIGHT BLACK	292.54	292.54
1.00		(UNITY) 8972 INSTALLATION KIT	40.50	40.50
1.00	DE2045-1320	Lind Dell Rugged Latitude 14 (5404) Adapter	149.99	149.99
1.00		(GAMBER) 7170-0841-02 2011+ DODGE DURANGO PEDESTAL KIT WITH MONGOOSE 9" LOCKING SLIDING ARM WITH SHORT CLEVIS	531.25	531.25
1.00	7160-0250-01	NotePad V Universal Computer Cradle with Tall clips for Rugged Computers	245.00	245.00
2.00	9001660-RBW	(AEGIS) SIDEWINDER R/B WITH WHITE FLOOD (RUNNERS)	298.43	596.86
2.00	XSM2-BRW	XSTREAM DUAL HEAD WITH WIRE LEADS	175.50	351.00
1.00	FE-MPS300U-B	BLUE/RED/WHITE-BLUE/RED/WHITE MOUNTED ON THE REAR CARGO WINDOWS ONE ON EACH SIDE MICROPULSE ULTRA 3-LED BLUE ONE (1) MOUNTED ON THE PASSENGER BOTTOM OF HATCH TO BE SEEN WHEN IN UP POSITION	56.65	56.65
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

**PUBLIC SAFETY SUPPLY, LLC**625 W 18TH ST
HIALEAH, FL 33010Voice: 888-895-8745
Fax: 888-308-3029**QUOTATION**Quote Number: 1106
Quote Date: Sep 21, 2020
Page: 3**Quoted To:**ENTERPRISE LEASING
5105 JOHNSON ROAD
COCONUT CREEK, FL 33073

Customer ID	Good Thru	Payment Terms	Sales Rep
ENTERPRISE LEASING	10/21/20	Net 30 Days	RAY

Quantity	Item	Description	Unit Price	Amount
1.00	FE-MPS300U-R	MICROPULSE ULTRA 3-LED RED MOUNTED ONE (1) MOUNTED ON THE PASSENGER BOTTOM OF HATCH TO BE SEEN WHEN IN UP POSITION	56.65	56.65
1.00	FE-SL6F-RB	6HD FLASHNG SIGNALMASTER,MOUNTED ON (1) CENTER TOP REAR WINDOW	263.52	263.52
1.00	FE-SLB-002	SHORT L-BRACKET, CN SIGNALMASTER OR LATITUDE	15.66	15.66
1.00	FE-FHL-TAIL	FLASHER,REAR,ALTERNATING	47.85	47.85
1.00	SUV39-2-00	SUV 2.0 RAPID ACESS WEAPONS LOCKERS	755.00	755.00
1.00	F39-000	SUV 2.0 FENCE PACKAGE	259.37	259.37
1.00	DD38KIT	DODGE DURANGO INSTALL KIT	174.94	174.94
2.00	PS-202-08U	8 GANG FUSE BLOCK WITH GROUNDING PAD	20.00	40.00
1.00	PS-GCA100	PUBLIC SAFETY USA GCA SERIES , MANUAL RESET , TYPE III 100 AMP CIRCUIT BREAKER	35.00	35.00
1.00	GRAPHICS	CUSTOM GRAPHICS	525.00	525.00
1.00	INSTALL	Install Fee for products listed above. Includes all wiring, fuses, connectors, miscellaneous brackets	2,125.00	2,125.00
1.00	INSTALL	INSTALL FEE RADIO	170.00	170.00
1.00	FREIGHT	FREIGHT OPTION: TO ADD ONE SANTA CRUZ	75.00	75.00
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued



PUBLIC SAFETY SUPPLY, LLC

625 W 18TH ST
HIALEAH, FL 33010

Voice: 888-895-8745
Fax: 888-308-3029

QUOTATION

Quote Number: 1106
Quote Date: Sep 21, 2020
Page: 4

Quoted To:

ENTERPRISE LEASING
5105 JOHNSON ROAD
COCONUT CREEK, FL 33073

Customer ID	Good Thru	Payment Terms	Sales Rep
ENTERPRISE LEASING	10/21/20	Net 30 Days	RAY

Quantity	Item	Description	Unit Price	Amount
		SC-917-5 RAPID ADJUST UNIVERSAL GUN RACK ADD \$385 EQUIPMENT \$170 LABOR TO INSTALL TOTAL \$555		
			Subtotal	9,130.08
			Sales Tax	
			TOTAL	9,130.08

Sourcewell (Formerly NJPA)

Address: 202 12th Street NE Staples, MN 56479 PO Box 219 | Phone: 877.585-9706

Website: <https://www.sourcewell-mn.gov/>

Contract #: 060618-EFM | RFP #060618

Effective Dates: July 24, 2018 – July 24, 2022 | 5th year extension if accepted expires July 24, 2023

States Served: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WI, WY

Eligibility: Must be a member of Sourcewell and agree to EFM T&C's

Pricing:**Factory Orders**

- Acquisition:
 - US: Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising
 - Canada: Dealer Invoice less applicable incentives
- Acquisition Fee: US: \$60 | Canada: 2% of invoice + \$30 Management Fee per vehicle
- Courtesy Delivery Fee: (US & Canada) variable \$150-\$450 depending on location
- Service Charge:
 - US: \$400 fee per vehicle at the end of the lease
 - Canada: \$495 fee per vehicle at the end of the lease
- Management Fee: (US & Canada) 0.10% based on capitalized price of vehicle
- Interest Rate:
 - US: 3 year T-bill + 350 basis points
 - Canada: 3 Year Bond + 300 Basis Points

Dealer Stock

- Acquisition: (US & Canada) Dealer Provided Invoice Less Applicable Incentives
- Acquisition Fee: US: \$60 | Canada: 2% of invoice + \$30 Management Fee per vehicle
- Courtesy Delivery Fee: (US & Canada) variable \$150-\$450 depending on location
- Service Charge:
 - US: \$400 fee per vehicle at the end of the lease
 - Canada: \$495 fee per vehicle at the end of the lease
- Management Fee: (US & Canada) 0.15% based on capitalized cost of vehicle
- Interest Rate:
 - US: 3 year T-bill + 350 basis points
 - Canada: 3 Year Bond + 300 Basis Points

Additional Services (Factory Orders or Dealer Stock)

- Fuel Program: US: \$2 per month per card | Canada: No charge for WEX Canada
- Physical Damage: US: \$1000 deductible, average quoted \$40 per month per vehicle but is based on underwriting and approval | Canada: Not available at this time
- Accident Management: US: \$100 per occurrence | Canada: \$125 per occurrence
- Maintenance Management: US: \$6 per vehicle per month | Canada: \$8 per vehicle per month
- Full Maintenance: Pricing based on vehicle type and anticipated miles/kilometers driven over term
- GeoTab Telematics:
 - US: \$26 per month for Base Mode or \$29 per month for Pro Mode + tax + \$49 per unit (one time charge)
 - Canada: \$18 per month for Base Mode or \$28 per month for Pro Mode or \$31 per month for Pro Plus + tax + \$69 per unit (one time charge)
- Registration Fees: (US & Canada): All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus \$25 processing fee (US) \$60 admin fee (Canada)
- Resale Fee: (Canada & US) For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 CAD/US ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units



FLEET MANAGEMENT

Information contained on this page contains matters which are the subject of ongoing negotiations, are confidential and proprietary and subject to strict restrictions and limitations on use and disclosure. Please refer to Enterprise Fleet Management's Statements on Confidentiality and Contingency for further detail. Copyright 2018 Enterprise Fleet Management, Inc. All rights reserved.

{ 1 }

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence on any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials: EFM_____ Customer_____

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Initials: EFM _____ Customer _____

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials: EFM _____ Customer _____

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

By: _____

Title: _____

Address: _____

Date Signed: _____

Initials: EFM _____ Customer _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

By: _____

Title: _____

Address: _____

Date Signed: _____

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: Enterprise Fleet Management

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.17.2.1	5. Installation, operation and maintenance of dedicated charging and fueling stations;	Delete this number 5 in its entirety	August 9, 2018 Sourcewell* accepts
3.23.2	Vendor use of sub-contractors in sourcing or delivering equipment/product/services:	NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Suggested Solutions Options include:	August 9, 2018 Sourcewell* accepts
3.24	Geographic Area to be Proposed:	Refer to Enterprise Response #20.	August 9, 2018 Sourcewell* accepts
3.30.1	Deviations from industry standards	Delete this section in its entirety – all industry standard deviations is too broad and cannot be defined	August 9, 2018 Sourcewell* accepts
3.34	Warranty:	Delete this section in its entirety - All warranties made by any supplier, vendor and/or manufacturer of a Vehicle will be assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.	August 9, 2018 Sourcewell* accepts
3.35	Additional Warrants:	Delete this section in its entirety - All warranties made by any supplier, vendor and/or manufacturer of a Vehicle will be assigned by Lessor to Lessee for the applicable Term and Lessee's only	August 9, 2018 Sourcewell* accepts

		remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.	
5.31	Price Changes	Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, market conditions, interest indexes and vehicle availability.	August 9, 2018 Sourcewell* accepts
5.32	Price Changes	Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, market conditions, interest indexes and vehicle availability.	August 9, 2018 Sourcewell* accepts
5.35	Price Changes	Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, aftermarket pricing, product pricing, market conditions, interest indexes and availability.	August 9, 2018 Sourcewell* accepts
5.44	SALES TAX	Delete the following two sentences: "Sales and other taxes should not be included in the prices quoted." "Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP."	August 9, 2018 Sourcewell* accepts
5.53	Shipping	Delete this section in its entirety	August 9, 2018 Sourcewell* accepts
6.19.6.2	Printed Marketing Materials	Some EFM confidential materials may only be submitted after awarded to EFM.	August 9, 2018 Sourcewell* accepts
6.19.6.3	Contract announcements and advertisements.	Some EFM materials may only be submitted after awarded to EFM.	August 9, 2018 Sourcewell* accepts
6.26	Subcontractors:	Delete this section in its entirety – not applicable	August 9, 2018 Sourcewell* accepts
7.A 7.1 – 7.6	POST-AWARD OPERATING ISSUES A. SUBSEQUENT AGREEMENTS	This section is deleted in its entirety. A Master Lease Agreement will be executed between Enterprise FM Trust and NJPA Members.	August 9, 2018 Sourcewell* accepts

7.E 7.10 - 7.11	HUB PARTNER	Utilizing a HUB partner is at the discretion of Enterprise.	August 9, 2018 Sourcewell* accepts
7.F 7.12	TRADE-INS	Delete Trade-Ins section in its entirety and replace with the below language: CONSIGNMENT. Enterprise will sell Lessee's vehicles consigned to Enterprise by a Lessee as requested and with an executed Enterprise Consignment Agreement (attached to this RFP with Enterprise Lease Agreements). Additional forms may be required for California, Arizona and Canada.	August 9, 2018 Sourcewell* accepts
7.H 7.14 - 7.18	CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE	Delete this section in its entirety and replace with the following language - Either party may terminate this Agreement for any reason (convenience) by delivering not less than ninety (90) calendar days prior written notice thereof to the other party. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.	August 9, 2018 Sourcewell* accepts
7.C 7.8	REPORTING OF SALES ACTIVITY	Refer to Sample Reporting-Sourcewell spreadsheet provided by Enterprise on August 6, 2018.	August 9, 2018 Sourcewell* accepts
8.C 8.12	ASSIGNMENT OF CONTRACT	Delete this section 8.12 in its entirety	August 9, 2018 Sourcewell* accepts
8.H 8.18	FORCE MAJEURE	Delete this section 8.18 in its entirety and replace with the following language - Neither Sourcewell nor Enterprise Fleet Management will be held responsible for delay or default caused by fire, riot, acts of God and/or war that are beyond that party's reasonable control. Sourcewell or Enterprise Fleet Management defaulting under this provision must provide the other party prompt written notice of the default.	August 9, 2018 Sourcewell* accepts
8.J 8.23	MATERIAL SUPPLIERS AND SUB-CONTRACTORS	Delete this section 8.23 in its entirety	August 9, 2018 Sourcewell* accepts

8.Q 8.32 – 8.33	Acquisition Threshold and Termination for Cause and for Convenience	Delete these sections 8.32 – 8.33 in their entirety – Not applicable	August 9, 2018 Sourcewell* accepts
8.Q 8.35 – 8.38	Construction Contracts; Employment of Mechanics or Laborers; Clean Air Act and the Federal Water Pollution Control Act	Delete these sections 8.35 – 8.38 in their entirety – Not applicable	August 9, 2018 Sourcewell* accepts
8.Q 8.42 – 8.43	Energy Policy and Conservation Act Compliance and Buy American Provisions Compliance	Delete these sections 8.42 - 8.43 in their entirety – Not applicable	August 9, 2018 Sourcewell* accepts

Proposer's Signature: _____

Date: 8-7-2018

NJPA's clarification on exceptions listed above:

*On June 6, 2018, National Joint Powers Alliance changed its name to Sourcewell.



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)



FLEET MANAGEMENT SERVICES

In compliance with the Request for Proposal (RFP) for FLEET MANAGEMENT SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Enterprise Fleet Management Date: 6-5-2018

Company Address: 600 Corporate Park Drive

City: St. Louis

State: Missouri

Zip: 63105

CAGE Code/DUNS: 6Q1F8

Contact Person: Dain Giesie

Title: AVP of Fleet Management

Authorized Signature: _____

Dain Giesie

(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract # 060618-EFM

Proposer's full legal name: Enterprise Fleet Management, Inc. *8-27-18*

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be July 24, 2018 and will expire on July 24, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz

JEREMY SCHWARTZ
SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO'S SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coquette

CHAD COQUETTE
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on 07/23/2018

Sourcewell Contract # 060618-EFM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name *Enterprise Fleet Management, Inc. 8-27-18*

Authorized Signatory's Title *Assistant Vice President*

ALCO
VENDOR AUTHORIZED SIGNATURE

ALAN GIESSE
(NAME PRINTED OR TYPED)

Executed on *Aug 14th* 2018

Sourcewell Contract # 060618-EFM

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

 enterprise

FLEET MANAGEMENT

(50)

Page 512 of 553

Form P



PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Enterprise Fleet Management

Questionnaire completed by: Dain Giesie, AVP of Fleet Management

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Payment terms are Net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Yes. Enterprise Fleet Management offers a variety of customizable leasing and financing options. We will work with each NJPA member to find the most cost-effective option for each vehicle application and situation.

Open-Ended Lease

Many educational and governmental agencies have difficulties funding a healthy vehicle life cycle. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by:

- Improved cash flow
- No mileage restrictions or wear-and-tear charges
- Flexible financing options
- Customized terms for use and type of vehicle
- Retention of ownership rights

In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows our customers to pay the minimum amount for the use of the vehicle on a monthly basis, improving cash flow.

The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application.

Closed-End Lease

- Fixed monthly costs convenient to budget
- No resale responsibilities
- Predetermined lease term and mileage (can still be customized to each vehicle contract)
- Over-mileage and abnormal wear and tear charges may apply
- Generally used for one- to three-year terms
- Vehicles are turned in at end of lease term

Form P — PROPOSER QUESTIONNAIRE cont.

- **Prepaid Lease:** allows the lessee to take advantage of discounted interest rates by paying all rent up front.
- **Lease to own Finance:** allows the customer to take ownership of the vehicle at the end of the financed/lease term.

Lease Terms

Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.

Form P — PROPOSER QUESTIONNAIRE cont.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.**

As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory.

Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions.

The local account manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that each member agency is using the most cost-efficient vehicles for their needs. We will work with each member to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by the member.

We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, the Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.

Quarterly, we will review deliveries that have been placed and delivered through the NJPA program to ensure compliance and accuracy. We will provide a detailed breakdown to NJPA monthly or quarterly for review depending on preference.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?**

At this time, Enterprise Fleet Management does not accept the P-Card as payment. Enterprise can accept both EFT and ACH payments from our customers.

Form P — PROPOSER QUESTIONNAIRE cont.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.**

Warranty repairs are honored by dealerships on behalf of the vehicle manufacturers. When warranty opportunities arise, Enterprise's National Service Department (NSD) weighs in and consults with the customer on the savings and benefits of getting work covered under warranty versus lost downtime to transport the vehicle to another service location if it is not currently at a dealer.

Enterprise maintains a strong working relationship with our manufacturer partners, and at times we will request goodwill assistance based on the nature of the repair, prior maintenance history, and current vehicle age and mileage. Our technicians proactively monitor repair estimates for possible warranty opportunities as well. There is no additional charge for this service.

- **Do your warranties cover all products, parts, and labor?**

Warranties vary by manufacturer, vehicle type, make and model, etc.

- **Do your warranties impose usage restrictions or other limitations that adversely affect coverage?**

Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.

- **Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?**

Most standard vehicle warranties do not cover these expenses.

- **Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?**

This will depend on the manufacturer's dealer network.

When needed, Enterprise's NSD will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.

- **Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?**

All warranty coverages are provided by the applicable manufacturer.

Form P — PROPOSER QUESTIONNAIRE cont.

• **What are your proposed exchange and return programs and policies?**

In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc.

The local account manager will perform a lifecycle cost analysis to make sure vehicles are being cycled and replaced at the proper time. We will also conduct a side-by-side vehicle comparison to verify that each member agency is using the most cost-efficient vehicles for their needs.

When determining lifecycle costs, we consider all core operating costs, including maintenance, fuel, and depreciation, and look for opportunities to improve. Often, a thorough investigation into later-life maintenance costs and diminishing resale values can offer insight on a more effective lifecycle.

Our local, full-time Fleet Strategy Manager also keeps us abreast of resale market conditions and auction peaks and valleys. We want to ensure that our clients' vehicles are coming off lease just as demand is high in the used car markets. We are always looking to take advantage of peaks to help reduce our clients' total cost of ownership.

6) Describe any service contract options for the items included in your proposal.

Enterprise offers several maintenance programs designed to fit the needs of the member.

Please see Page 12 for details on our maintenance program options.

Form P — PROPOSER QUESTIONNAIRE cont.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Enterprise Fleet Management leverages our relationships with manufacturers, dealers, maintenance/repair shops, and our company's own built-in infrastructure to provide the best solution for our customers. We work with nearly every manufacturer to source vehicles that are cost-effective, comfortable, and meet the needs of our customers in various industries across the nation. We also have relationships both locally and nationwide for any needed aftermarket equipment or up-fitting services.

Our experience with managing vehicles and our success in the educational / government sectors has allowed Enterprise to lead the industry in this space. When combined with our affiliate Enterprise Holdings, our companies manage a fleet of 1.9 million vehicles, and we use this knowledge and experience to help our fleet customers build best-in-class fleet programs.

Enterprise Fleet Management can provide a wide range of vehicles from nearly any manufacturer, up to and including medium-duty vehicle classes. At this time we do not lease heavy-duty vehicles.

Enterprise Approach

Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 60 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with each NJPA member agency to proactively create, implement and manage a cost-effective total transportation solution.

Work Plan

Enterprise will develop a strategic replacement schedule based on each member's current fleet data. After analyzing the fleet (year, make, model, maintenance spend, fuel spend and odometer reading of the vehicles) we will develop a replacement strategy designed to drive down total costs. We take a number of factors into consideration when making our replacement recommendations, such as age of the vehicle, current odometer reading, average maintenance spend, current fuel economy, estimated resale value, etc.

We look at the total cost to hold each depreciating asset in fleet and make recommendations based on the most cost-effective time to replace a vehicle. The Fleet Replacement Schedule is then used to benchmark and forecast future costs of vehicle replacement.

Enterprise will execute the agreed-upon plan by providing a local, dedicated account management team to ensure the success and efficiency of the program, including consultation and creation, implementation and ongoing management. This role is pivotal to the core value proposition that Enterprise Fleet Management provides because it gives our customers a local point of contact for all fleet-related needs.

Enterprise Fleet Management will provide a lowest cost of ownership program by managing a fleet replacement schedule, providing ancillary services that control operating expenses, and monitoring and reviewing the efficiency of the program and relationship. Our goal is to provide a consistently high level of customer satisfaction and to exceed expectations.

Remarketing

Remarketing is one of the single most important components of our program. Subsequently, we pride ourselves on having our fingers on the pulse of the used car market at all times. The used car market is a constantly moving target, and the local Fleet Strategy Manager and Account Manager work closely to pinpoint trends that can impact our clients' resale values.

Examples include over-mileage, market strengthening/softening of a certain vehicle type, seasonal trends, dealer preferences, etc. Regarding the sale of our clients' vehicles, we prefer to sell directly to dealers. While there are times when a car may perform better at an auction, more often than not we find that we can sell that vehicle directly to the dealer for the same money, which allows us to avoid several hundred dollars in fees from the auction and we pass those savings along to our clients.

Form P — PROPOSER QUESTIONNAIRE cont.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) Complete the attachment shown below in Excel format and submit as part of your pricing response. The workbook is included as part of the forms package and is titled "Pricing Grid."

We provide our customers with fleet management services that address all fleet holding costs — from acquisition to disposal. This includes maintenance, fuel, insurance, registration, delivery, and reporting.

Please see the completed pricing grids for the U.S. and Canada on the following pages.

Pricing Grid

	Type	Charged / Percentage	Details
Acquisition			
Interest Rate Index Used			
Basis Points (add or)			
Factory Order Vehicles	Domestic		
Factory Order Vehicles	Foreign		
Dealer Stock Vehicles	Domestic		
Dealer Stock Vehicles	Foreign		
% Incentives Passed to Customer			
Federal Tax Incentives			
State Tax Incentives			
Manufacture Incentives			
Maintenance			
Fixed Maintenance			
Occurance Maintenance			
Fees			
Management Fee			
Service Charge			
Lease Termination Fee			
Interim Interest	Yes / No		How is it calculated?
Resale Fee			
Provide fees not listed + rate			

Form P — PROPOSER QUESTIONNAIRE cont.

Pricing Grid - U.S.

	Type	Charged / Percentage	Details
Acquisition			
Interest Rate Index Used	3 Year T-Bill		
Basis Points(adder)		+ 350 Basis Points	
Factory Order Vehicles	Domestic	Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesy delivery fee (variable \$150-\$450 depending on location)	
Factory Order Vehicles	Foreign	Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesy delivery fee (variable \$150-\$450 depending on location)	
Dealer Stock Vehicles	Domestic	Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus \$60 acquisition fee, subject to dealer availability	
Dealer Stock Vehicles	Foreign	Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus \$60 acquisition fee, subject to dealer availability	
% Incentives Passed to Customer			
Federal Tax Incentives		100% of end user eligible incentives are passed to the member	
State Tax Incentives		100% of end user eligible incentives are passed to the member	
Manufacture Incentives		100% of end user eligible incentives are passed to the member	
Maintenance			
Fixed Maintenance		Pricing based on vehicle type and anticipated miles driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member.	
Occurance Maintenance		\$6 per month card fee per vehicle plus cost of service and parts	
Fees			
Management Fee		0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	
Service Charge		\$400	
Lease Termination Fee		\$0 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process	
		Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement.	
Interim Interest	Yes / No	How is it calculated?	
	NO		
Resale Fee		For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 CAD ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units	
Provide fees not listed + rate			
Fuel Program:		\$2 per month per card	
Physical Damage:		\$1000 deductible, average quoted \$40 per month per vehicle but is based on underwriting and approval	
Accident Management:		\$100 per occurrence	
Maintenance Management:		\$6 per vehicle per month	
Full Maintenance:		Pricing based on vehicle type and anticipated miles driven over term	
GeoTab Telematics:		\$26 per month for Base Mode or \$29 per month for Pro Mode + tax + \$49 per unit (one time charge)	
Registration Fees:		All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus \$25 processing fee	

Form P — PROPOSER QUESTIONNAIRE cont.

Pricing Grid - U.S.

	Type	Charged / Percentage	Details
Acquisition			
Interest Rate Index Used	3 Year T-Bill		
Basis Points(adder)		+ 350 Basis Points	
Factory Order Vehicles	Domestic		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesy delivery fee (variable \$150-\$450 depending on location)
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		Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement	
Interim Interest		Yes / No	How is it calculated?
		NO	
Resale Fee			For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 CAD ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units
Provide fees not listed + rate			
Fuel Program:		\$2 per month per card	
Physical Damage:		\$1000 deductible, average quoted \$40 per month per vehicle but is based on underwriting and approval	
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Registration Fees:			All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus \$25 processing fee

Form P — PROPOSER QUESTIONNAIRE cont.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Vehicles are priced at invoice vs. MSRP. Members will receive the Manufacturer or Dealer published invoice less 100% of applicable incentives.

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☒ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and up-fit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed.

For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.

Form P — PROPOSER QUESTIONNAIRE cont.

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.**

Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise’s standard service. Some geographical limitations may apply.

Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state.

Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment.

The equipment can be billed up front or capitalized as a part of the lease structure, subject to credit worthiness. In both scenarios, the member will own the equipment at the conclusion or termination of the lease.

Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.

- 13) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.**

Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout this response.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.**

For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.**

Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate rental location — who are available to assist with vehicle delivery and pick-up.

Form P — PROPOSER QUESTIONNAIRE cont.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers.

Because we own and operate 1.9 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Enterprise will set a pricing plan up for the NJPA program within our system. This pricing plan will be hard-coded for all NJPA members and cannot be deviated from by any sales or support team member.

Quarterly, we will review deliveries that have been placed and delivered through the NJPA program to ensure compliance and accuracy. We will provide a detailed breakdown to NJPA monthly or quarterly for review depending on preference.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Enterprise will offer NJPA and your members access to our fleet management program and pay NJPA a quarterly marketing fee ("Quarterly Incentive") based upon the volume of Combined New Deliveries generated as defined below.

The Quarterly Incentive will be based on the Combined New Deliveries to Qualified Members, and will be paid quarterly.

Deliveries to Qualified Members (August 1 to July 31)	\$100 per delivery
---	--------------------

Qualified Members are eligible members who utilize the Agreement between NJPA and Enterprise Fleet Management as an approved means to satisfy their proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market-by-market basis.

Form P — PROPOSER QUESTIONNAIRE cont.

Industry-Specific Questions

19) Describe your available vehicle maintenance program(s).

Full Maintenance

Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.



- Monthly cost is fixed for the term of the vehicle
- Coverage is available up to 100,000 miles
- Covers all routine services recommended by the manufacturer
- Covers all unexpected repairs (not related to damage or neglect)
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included
- Windshield repair, fueling service, and other miscellaneous items are available
- The organization can setup and send automatic service reminders through Enterprise's website

The Enterprise Full Maintenance Program facilitates greater overall cost control for our customers, eliminating unexpected repair costs, the hassle of budgeting for repairs, and expense reporting for the driver. The program is comprehensive and will not change due to inflation.

Maintenance Management

With the Maintenance Management program, Enterprise's team of Automotive Service Excellence (ASE) certified technicians facilitate maintenance and repairs to ensure that proper, quality work is completed at a fair and competitive price. This is our pass-through maintenance program, which allows us to fully manage, track and consult on maintenance services for a flat monthly fee.

Please see Page 11 for further details.

20) Describe any vehicle (or other) rental program complementary to the service offerings that your company has in place.

Enterprise Holdings

National

Alamo

Enterprise Fleet Management

Enterprise CarShare

Rideshare

car sales

Enterprise truck rental

Through our affiliate rental brands Enterprise Rent-A-Car and National Car Rental, we can easily set up and manage rentals for our fleet customers. This can be included in our Full Maintenance pricing, or billed as needed with our Maintenance Management program.

Enterprise can acquire nearly any commercially available battery electric vehicle or plug-in hybrid vehicle through our dealer network or through factory ordering when available. Our expertise can help your members make smart decisions about when and where to deploy new engine technologies.

22) Describe the process by which your company will ensure that all natural gas vehicles and propane autogas vehicles leased under this contract will mirror OEM maintenance and warranty provisions and that downtime is minimized.

Signature:

Date: 6-5-2018



enterprise
FLEET MANAGEMENT

The seal of the Town of Pembroke Park Police Department is a circular emblem. It features a central blue circle containing a depiction of a wooden fort with two towers and a flagpole flying the American flag. This central circle is surrounded by a gold wreath. Below the wreath, a gold banner with the word "POLICE" in black, serif, all-caps letters is visible. The entire seal is set against a light gray and white checkerboard background.

Town of Pembroke Park

Proposed Police Department Implementation

Mission Statement

The Town of Pembroke Park Police Department will endeavor to provide exceptional customer service while upholding a high-level of safety to all persons, utilizing respect, a sense of community, and unrestricted civility to each member of the greater public.

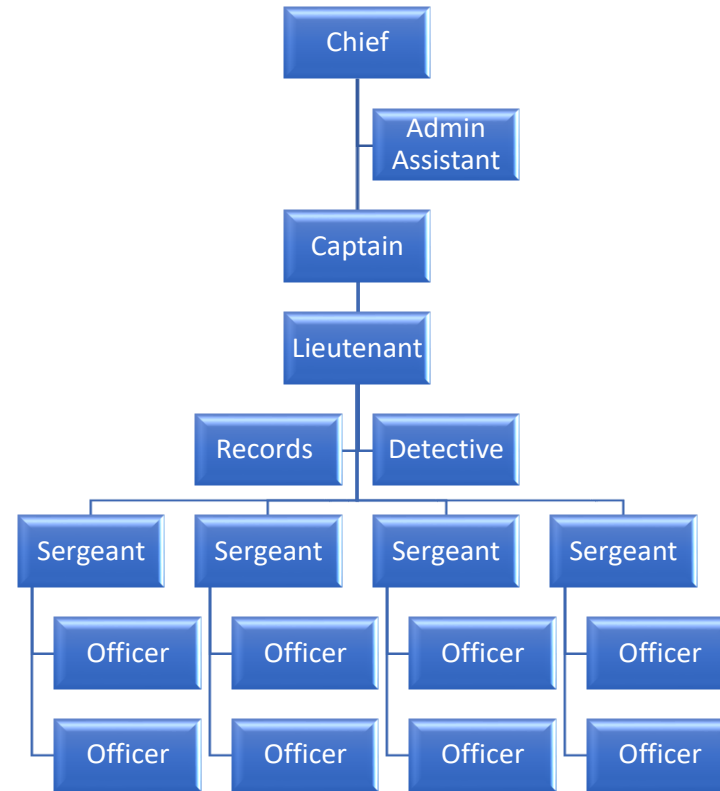
Vision Statement

Our vision is to maintain a safe community while simultaneously preserving an unrestrictive and small-town community.

Proposed Personnel

- Chief of Police
- Captain
- Lieutenant
- 4 Sergeants
- 9 Officers
- 2 Civilians

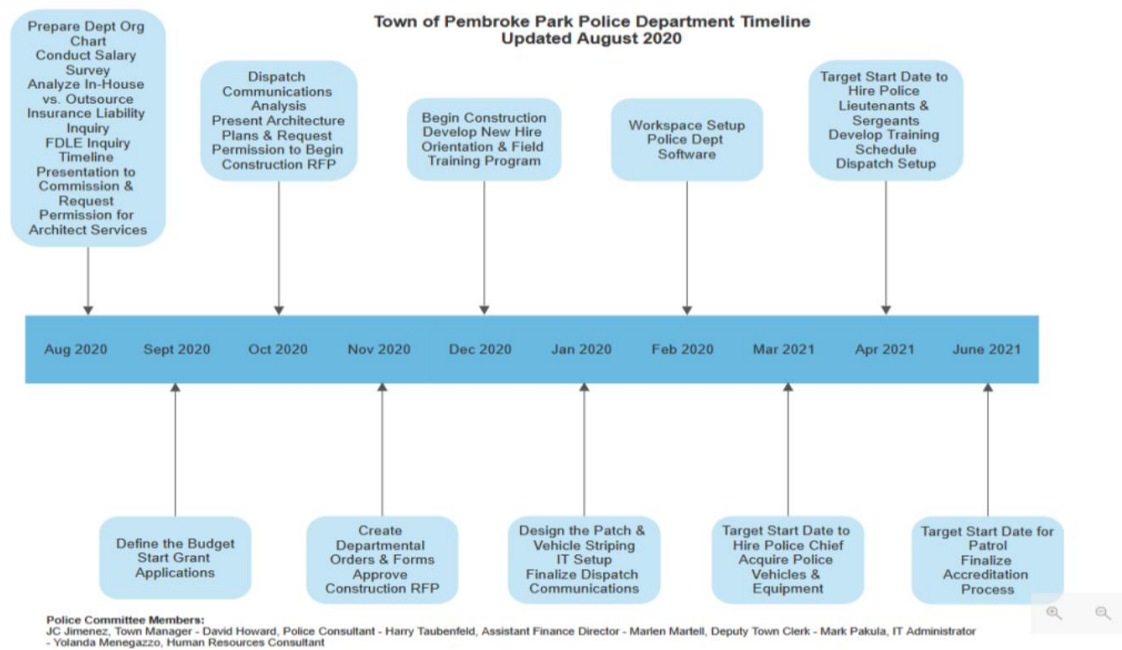
Proposed Organizational Chart



Officer to Population Ratios

Police Department	County	Number of Officers	Population	Ratio
Lake Alfred	Polk	12	2,903	2.03
High Springs	Alachua	17	6,023	2.82
St. Augustine Beach	St. Johns	20	6,633	3.02
Longboat Key	Manatee	20	6,934	2.88
Pembroke Park (Prop.)	Broward	16	6,602	2.4
Current BSO Contract including West Park	Broward	20	21,602	.93

Implementation Timeline



CAUTION: This email originated fr... [Inbox]

Start Up Costs

- Building = ?
- Furniture = ?
- Personnel = \$550,000
- Vehicles = \$291,000
- Radios = \$255,000
- Regional Dispatch = \$0
- RMS = \$166,000
- AXON = \$47,000
- Firearms = \$20,000
- Misc = \$25,000
- Uniforms = \$21,000
- Computers = \$45,000
- Body Armor = \$16,000
- Stop Sticks = \$10,000
- Key Management = \$9,500
- Ballistic Helmets = \$10,000
- Ballistic Shields = \$8,000
- **Total (Excluding Building and Furniture) = \$1,498,500**

Annual Costs

- Personnel = \$1,321,700
- Overtime = \$90,000
- Benefits = \$906,000
- **Total Payroll = \$2,317,700**
- RMS = \$18,000
- Axon = \$48,000
- Vehicle = \$165,000
- Vehicle R/M =
- Personnel = \$55,000
- Office Supplies = \$7,500
- Officer Misc. = \$10,000
- Dispatch = \$0
- Air Card = \$8,700
- Misc. = \$50,000
- Insurance = \$50,000
- **TOTAL = \$2,750,000**

Police Vehicles



PLEASE REVIEW ALL ELEMENTS. DIG WILL NOT BE RESPONSIBLE FOR ANY MISTAKES
ONCE THIS PROOF IS SIGNED AND SUBMITTED.

CLIENT PROOF
DATE: 10/2/20

☐ PROOF APPROVED ☐ CHANGES REQUESTED (please contact your DIG representative w/changes)

CLIENT SIGNATURE: _____

DATE: _____



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Client: Town of Pembroke
Number: 31563
Job Title: Police Interceptor Designs
Salesperson: LH | Designer: AH

NOTES:



Proposed Radios



Software Requirements

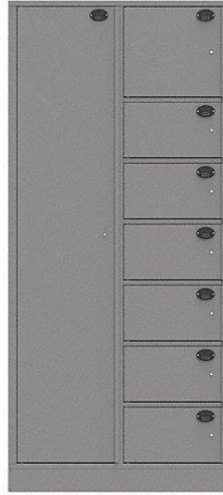
- Computer Aided Dispatch (CAD)
- Records Management (RMS)
- Internal Affairs
- Administrative
- Policy
- Evidence

Tasers and Body Cams

- Gunshot Alerts
- Command Notification
- Records Management
- Live Streaming from field for Command



Evidence and Locker Room Solutions



Keyper System

- Logs Keys in and out
- Lights when slot is available
- Fingerprint access
- Computer Logged
- Video captured
- Comprehensive Reporting and Analytics
- Secure Lock-In Fobs



Policy and Procedures Manual

- Table of Contents
- Rules and Regulations
- 120 Individual Policies (but will increase)
- Needed to meet/exceed more than 500 standards of State Accreditation

State Accreditation



Florida Accreditation

- In 1993, Florida Statute 943.125 encouraged the Florida Sheriffs Association and Florida Police Chiefs Association to create an independent voluntary law enforcement agency accreditation program.

RESOLUTION NO. 2021-003

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPOINTING DAVID HOWARD AS THE TOWN OF PEMBROKE PARK INTERIM CHIEF OF POLICE CONTINGENT UPON THE TOWN ESTABLISHING THE TOWN'S OWN POLICE DEPARTMENT AND CONTINGENT UPON DAVID HOWARD MEETING EMPLOYMENT AND CERTIFICATION CRITERIA; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Florida Constitution, grants municipalities the power to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, Section 166.021, Florida Statutes, referred to as the Municipal Home Rule Powers Act, grants all municipalities the expansive home rule power contemplated by the Florida Constitution; and

WHEREAS, the Town of Pembroke Park (the "Town") is currently provided police services by the Broward County Sheriff's Office ("BSO") through an agreement with BSO; and

WHEREAS, the Town is considering the establishment of its own police department and pursuant thereto enacted Resolution 2020-088; and

WHEREAS, in furtherance of establishing its own police department, the Town desires to hire an Interim Chief of Police; and

WHEREAS, as December 9th, 2020, the Town Commission voted to hire David Howard as the Interim Chief of Police contingent upon Mr. Howard having obtained the necessary certifications; contingent upon Mr. Howard passing a background check; and contingent upon the formation of the Town's police department.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE

TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the Town Commission hereby selects and hires David Howard to serve as Interim Police Chief for the Town contingent upon Mr. Howard having obtained the necessary certifications; contingent upon Mr. Howard passing a background check; and contingent upon the formation of the Town's police department.

Section 2: That David Howard shall serve as Interim Police Chief at the pleasure of the Town Commission, and shall receive annual compensation in an amount of One Hundred and Fifteen Thousand (\$115,000) Dollars for the performance of the duties of Town Police Chief.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 10th day of February, 2021.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARLEN
Town Clerk

Approved as to form and legal sufficiency

Town of Pembroke Park
Resolution No. 2021-003

MELISSA P. ANDERSON
Town Attorney



Memorandum

TO: Town Commission

FROM: Myriam Jacques, Interim Public Services Director

MEETING DATE: 2/10/2021

TITLE: MWI Pumps

Background

The pump repairs were approved by the Commission to go out for a RFP on 12/9/2020 for \$59,634.00

The revised quote is to replace the motors for an additional \$11,895.00

Summary

Fiscal Impact

Recommendation

Prepared by: Stephanie Woodbury, Project Manager

Meeting Type
Date

Page 1 of 1

PO#: _____
Date: _____

Town of Pembroke Park
Purchase Order Requisition/Check Request

PURCHASES OF ALL MERCHANDISE AND SERVICES IN EXCESS OF \$500 MUST BE APPROVED BY THE TOWN COMMISSION

SECTION 1

PURCHASE ORDER REQUISITION No. _____ REQUISITION DATE 2/5/2021
BIDS REQ'D: _____ RECEIVED: _____

PURPOSE OF PURCHASE: Water lubrication conversion and motors of (3) pumps at Bamboo
(Stormwater)

VENDOR NAME/NUMBER: MWI Pumps

DELIVERY DATE: _____ FREIGHT TERMS: _____

METHOD OF SHIPMENT: _____

PAYMENT TERMS: _____

PO AMOUNT: \$ 71,529.00

ACCOUNT NUMBER	QTY	ITEM DESCRIPTION	UNIT COST

SECTION 2

CHECK REQUEST No. _____

REQUEST DATE: _____

DATE CHECK NEEDED: _____

PURPOSE OF CHECK REQUEST: _____

VENDOR: _____

INVOICE #: _____

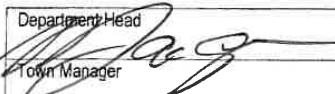
PO#/DESCRIPTION: _____

CHECK AMOUNT: _____

LINE DESCRIPTION	QTY	COST/UNIT	DISC AMT	ACCOUNT NUMBER
	1			

SECTION 3

APPROVALS

Department Head 	Date <u>02/05/2021</u>	Clerk Commissioner/Commissioner	Date
Town Manager	Date	Commission Approval Date	Date
Person Submitting Form Stephanie Woodbury	Date 2/5/2021	Finance Department	Date

PBPPOR-0201



Trash Pumps,
Large Volume Pumps,
RotoFlo™ Wellpoint Dewatering Pump,
Jet Pump and PrimeRite™ Self-Priming Pump Rentals

Town of Pembroke Park
Miriam Jacques
3150 S.W. 52nd Ave
Pembroke Park, FL 33023

January 26, 2021

REF: MWI WATER LUBRICATION CONVERSION

Dear Miriam,

As per your request I'm submitting the following for your review.

Convert MWI Couch Pumps MF318X30 Vertical Mixed Flow from Oil Lubrication to Water Lubrication

Supply crane to pull and install pump and motors
Supply field labor to pull and install pump and motors
Supply transport to and from the jobsite
Disassemble Pump & Reassemble pump
Supply 416 stainless steel pump shaft
Modify shaft enclosing tube
Replace all bearings
Re weld all distributor blades
Re weld bowl casing
Re weld seams and cracks throughout pump
Re weld complete bowl casing
Re balance impeller
Replace seals
Include Zinc Anodes
Sandblast and epoxy coat pump inside and out.

TOTAL PRICE FOR THREE PUMPS: \$59,634.00.00 plus any applicable taxes

Service 3 existing electric motors
Disassemble motors & inspect all parts
Replace bearings and seals
Clean and sandblast all parts
Steam clean stator, dip and bake
Reassemble, paint & test

TOTAL PRICE FOR THREE MOTORS: \$11,895.00.00 plus any applicable taxes.

Sincerely,

Tom Hyde
MWI/Couch Repair

Total: \$71,529.00

MWI Rental Main Office
206 N.W. 1st Street Deerfield Beach, FL 33441
Phone: (954) 427-2206 Fax: (954) 426-2009

MWI Rental Tampa
7905 Baseline Court Tampa, FL 33637
Phone: (813) 899-2863 Fax: (813) 899-2862

MWI Rental Fort Myers
4945 Kim Lane NE Fort Myers, FL 33905
Phone: (239) 337-4747 Fax: (239) 337-1331

MWI Rental Orlando
9337 Bachman Road Orlando, FL 32824
Phone: (407) 854-3378 Fax: (407) 854-3376

MWI Rental Vero Beach
7775 S.W. 9th St. (Oslo Rd.) Vero Beach, FL 32968
Phone: (772) 770-0004 Fax: (772) 770-1096

MWI Rental Jacksonville
11000 Blasius Road Jacksonville, FL 32226
Phone: (904) 425-6741 Fax: (904) 425-6744



Trash Pumps,
Large Volume Pumps,
RotoFlo™ Wellpoint Dewatering Pump,
Jet Pump and PrimeRite™ Self-Priming Pump Rentals

January 26, 2021

Town of Pembroke Park

REF: Sole Source

ATT: Myriam Jacques

MWI Corporation is a pump manufacturing company that provides sales, rentals, and service for these pumps. We are the Sole Source for parts and service for these pumps. MWI Corporation technical specifications for the axial flow pumps are proprietary. Consequently, MWI Corporation is the only entity capable of properly restoring the MODEL NW318X30 pump back to OEM specification.

Sincerely,

A handwritten signature in dark ink, appearing to read "Tom Hyde", with a stylized flourish at the end.

Tom Hyde
Repair Sales Manager
MWI Corporation

Ph 772 770 0002
Fax 772 770 1096
Cell 772 233 7070

MWI Rental Main Office
208 N.W. 1st Street Deerfield Beach, FL 33441
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Memorandum

TO: Town Attorney Anderson
FROM: Myriam Jacques
TITLE: Interim Public Services Director
DATE: Thursday, February 11, 2021
RE: Justification for Sole Source Procurement for MWI Couch Pump Shaft Modification and Overhaul Service, \$71,529

Background

The Carolina stormwater pump station is one of five pump stations designed for area-wide drainage and flood control at the Town of Pembroke Park. The station consists of three MWI NW318X30 vertical pumps (each 8,500 gpm and 1,180 rpm) that insure proper water levels and discharge rates at Behan lake. The pumps were purchased in 2004 and require complete overhaul at least every 6 years. The pumps have been repaired three times because of damaged seals caused by fish lines that repeatedly get caught at the shaft. The lines then cut through the seal and lacerate it, allowing oil to leak out and spilled on the ground. The proposed modification will convert the pump lubrication from oil to water which removes the seal in the design, and therefore, eliminate possible seal damages and oil spills. The service proposed by MWI will accomplish several objectives: 1) conversion of the lubrication system, 2) complete system overhaul as required every 6 years, 3) rebuilding the pump motors.

Justification

The proposed system modification can specifically, and best be designed by the pump manufacturer, MWI Corporation. In addition, the pump manufacturing company has the facility suitably big enough to accommodate the pumps size. MWI will not only provide the design for the modification, but it will also do the pump overhaul, properly restore the pump back to OEM specification, perform the pumps installation and testing, and provide one year manufacturer's warranty on the proposed job.

For the explanations given above, I recommend that MWI Corporation be considered a Sole Source vendor to perform the proposed objectives.

Myriam Jacques
Interim Public Services Director

BROWARD YOUNG NATURALISTS PROJECT
PEMBROKE PARK COMMUNITY GARDEN

Week 1: Scientific Method

Lesson: What is the scientific method
And why is it important?

Lesson 2: Importance of soil

Activities: Measure soil characteristics

Plant seeds

Enter data in journals

Summary

Clean Up

Week 2: Importance of Agriculture

Lesson: What are the pros and cons of
Agriculture?

Activities: measure plant growth

Record data

Clean Up

Guest speaker: Prof. Patrick Ferguson

Topic: Sugar cane burning

Week 3: Sustainable Agriculture

Lesson: How can we make agriculture more environmentally friendly?

Activity: Measure plant growth

Record data

Guest speaker: Anabel Peicher

Topic: Art from recyclable products

Week 4: Importance of Pollinators

Measure plant growth

Record data

Lesson: Bees, butterflies and other pollinators

Guest speaker TBA

Butterfly activity

Week 5: Healthy Eating

Lesson: importance of Fruits and Vegetables

Harvest plants

Measure plant growth

Record Data

Retest soil nutrients

Record Data

Move to community center to prepare Swiss chard dish

Guest Speaker: TBA. Rep from BCPS culinary program

Week 6: Importance of water

Lesson: Why do we need water?

Activities:

- Capillary action

- Osmosis

Data analysis:

- Graphing activity

Discuss what we learned from our experiment

Guest speaker: TBA