



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, April 13, 2022
Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS / PROCLAMATIONS	
5.1. Legislative Update - Honorable Senator Shevrin Jones	
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
7. CONSENT AGENDA	
7.1. 01 05 2022 SPECIAL COMMISSION MINUTES 02 11 2022 SPECIAL COMMISSION MINUTES	6 - 16
7.2. FDLE FIBRS Grant - Interim Police Chief Howard	17 - 44
Staff recommends accepting this grant to pay for items previously purchased as well as pay for future items related to mandatory reporting of crime data.	
Agenda Item Report - AIR-22-014 - Pdf Police FIBRS Grant presentation	
7.3. Approval for Keith & Associates (Keith) Proposal - John P Lyons Lane Drainage Improvement, RFP 21-09, FEMA-HMGP Project - Public Services Director Clark	45 - 66
Seeking Commission's approval to negotiate with Keith, then award proposal to proceed with the engineering design, <u>\$179,177</u> Agenda Item Report - AIR-22-004 - Pdf	
8. RESOLUTIONS	

8.1. **RESOLUTION NO. 2022-003** - Planning Consultant Michael Vonder

67 - 154

Meulen

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING AN AMENDMENT TO THE SITE DEVELOPMENT PLAN FOR APPLICATION 21-SP-05 LOCATED AT 3195 West Hallandale Beach Boulevard**; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

File No: 21-SP-05 - Planning Consultant Michael Vonder Meulen

Applicant: Southeast Investments, Inc.

Location: 3195 West Hallandale Beach Blvd

Request: Site Development Plan Amendment for a previously approved site plan to remove the fast-food restaurant and bank/medical/retail/office building and include a medical building (hospital) / (Seneca Town Center).

[2022-003SITE PLAN AMEND SENECA 2022](#)

[21-SP-05\(REV\) PZB Staff Report 04062022](#)

[Site Development Modification - 3195 West Hallandale Beach - Letter of Intent](#)

[2022-02-04 Seneca Town Center Traffic 1121.01](#)

[2022-03-06 - Combined Civil Set](#)

[Hallandale - Sheet - P301 - COLORED EXTERIOR ELEVATIONS - 03 08 22](#)

[Hallandale - Sheet - P302 - COLORED EXTERIOR ELEVATIONS - 03 08 22](#)

[21-SP-05 \(REV\) DRC Meeting 1 Memo](#)

[2022-03-06 - DRC CR #1](#)

[3195 West Hallandale Beach Boulevard - Seneca Plat](#)

[04 13 2022 meeting 2022-04-06 Seneca Town Center PowerPoint](#)

[21-SP-05 PZB Keith](#)

8.2. Requesting for Plat Note Amendment for 3191-3195 W. Hallandale Beach Boulevard - Planning Consultant Michael Vonder Meulen

155 - 165

RESOLUTIONNO. 2022-004

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING A PLAT NOTE AMENDMENT FOR THE SENECA PLAT ON HALLANDALE BEACH BOULEVARD TO ALLOW PARCEL B-1 TO BE USED FOR EMERGENCY ROOM/MEDICAL PURPOSES**; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

[2022- 004 PLAT AMEND SENECA 2022](#)

[Planner Plat note amendment](#)

[Planner Plat backup resolution 2021-044](#)

9. ORDINANCES - 2ND READING

- 9.1. **ORDINANCE NO. 2022-001** - Town Attorney Anderson 166 - 184
 AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**PERTAINING TO THE SUBJECT OF ENVIRONMENTAL CONTROL;
 AMENDING THE TOWN’S CODE OF ORDINANCES TO
 ESTABLISHING NEW REGULATIONS FOR MATERIALS RECOVERY
 FACILITIES OPERATING IN THE TOWN;** PROVIDING FOR
 SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING
 AN EFFECTIVE DATE THEREFORE.
[2022-001 REVISED Progressive Settlement ord mpa edits](#)
- 9.2. **ORDINANCE NO. 2022-002** - Town Attorney Anderson 185 - 202
 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF
 PEMBROKE PARK, FLORIDA, PERTAINING TO THE SUBJECT OF
 GROWTH MANAGEMENT; AMENDING THE ZONING REGULATIONS
 IN THE M-1 INDUSTRIAL ZONING DISTRICT; AMENDING
 DEFINITIONS; AMENDING THE LISTS OF PERMITTED, SPECIAL
 EXCEPTION, AND PROHIBITED USES; AMENDING PROVISIONS
 FOR NON-CONFORMING USES; AMENDING OTHER DISTRICT
 REGULATIONS; AMENDING PROCEDURES FOR ZONING REVIEW
 AND APPROVAL; PROVIDING FOR SEVERABILITY; PROVIDING
 FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.
[2022-002 M-1 Zoning Ordinance 15-02-03](#)
10. ORDINANCES - 1ST READING
- 10.1. **ORDINANCE NO. 2022-003** - Planning Consultant Michael Vonder 203 - 204
 Meulen
 AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING THE TOWN’S COMPREHENSIVE PLAN BY ADOPTING
 A “PROPERTY RIGHTS” ELEMENT;** PROVIDING FOR
 SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND
 RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.
[2022-003 property rights enacting ord 2022](#)
11. NEW BUSINESS
- 11.1. Waiver Request - Flecia McGriff - BTR/Billing Administrator Grooms 205 - 209
 Recommend waiving the penalty fee.
[Waiver Request - Flecia McGriff - Pdf](#)
- 11.2. Waiver Request - Nakima Walker - BTR/Billing Administrator Grooms 210 - 215
 Recommend waiving the penalty fee.
[Waiver Request - Nakima Walker - Pdf](#)

- | | | |
|--------|--|-----------|
| 11.3. | Waiver Request - Just Ins Broker & Marc Bonhomme - BTR/Billing Administrator Grooms | 216 - 223 |
| | <p>Recommend waiving the penalty fee.</p> <p>Waiver Request - Just Ins Broker - M Bonhomme - Pdf</p> | |
| 11.4. | Refund Request - Wal-Mart - BTR/Billing Administrator Grooms | 224 - 226 |
| | <p>Recommend refund request to business account holder because their fees were renewed in error (no longer operating in the Town).</p> <p>Wal-Mart Refund Request - Pdf</p> | |
| 11.5. | Renovation of Commission Chambers in the amount of \$25,000 - Public Services Director Clark | |
| | <p>This includes: paint, flooring, new audience chairs, chairs for the dais and refurbishing the exterior of the dais</p> | |
| 11.6. | Broward County Sheriff's Office CJIS - Interim Police Chief Howard | 227 - 246 |
| | <p>Staff recommends aligning with BSO regarding CJIS initiatives and join the county-wide group.</p> <p>Agenda Item Report - AIR-22-023 - Pdf</p> | |
| 11.7. | 22-SV-01 Sign Variance 3195 West Hallandale Beach Boulevard (Wawa Gasoline Station Wall Sign) - Planning Consultant Michael Vonder Meulen | 247 - 262 |
| | <p>Approval of the requested sign variance to allow a wall sign to exceed the allowable letter height.</p> <p>Agenda Item Report - AIR-22-022 - Pdf</p> <p>Planner WAWA signage revised letter of intent</p> | |
| 11.8. | Dell Roughbook Laptops - Interim Police Chief Howard | 263 - 268 |
| | <p>Staff recommends the purchase of these laptop computers to assist the officers in their daily duties.</p> <p>Agenda Item Report - AIR-22-026 - Pdf</p> | |
| 11.9. | BSO Sixth Amendment to Agreement - Town Attorney Anderson | 269 - 272 |
| | <p>Staff recommends commission approval</p> <p>Agenda Item Report - AIR-22-024 - Pdf</p> | |
| 11.10. | Florida League of Cities - Designation - Mayor Jacobs | 273 |
| | <p>Mayor BLC Board Request Appointment</p> | |
| 11.11. | 65th Annual Gala - Mayor Jacobs | 274 |
| | <p>65th Annual Gala FLC</p> | |

[April 1 2022 Payment](#)

12. OLD BUSINESS

- 12.1. Follow up on policy - Employee reward program - HR Consultant
Menegazzo

13. DISCUSSION

- 13.1. Color pallet - Town Manager Jimenez

284

[Color Scheme](#)

- 13.2. Director Position - Town Manager Jimenez

14. ATTORNEY REPORTS

15. TOWN MANAGER REPORTS

16. COMMISSION REPORTS

Clerk Commissioner Hodgkins

Vice Mayor Dieuveille

Mayor Jacobs

17. ANNOUNCEMENTS

- 17.1. Swearing in of Police Reserve Officers - April 13, 2022 at 10:00 AM
Special Magistrate, Wednesday, April 20, 2022 at 9:00 AM
Workshop Commission meeting, Wednesday, April 27, 2022 at 6:00 PM
Pension Board Meeting, Wednesday, May 11, 2022 at 6:45 PM
Regular Commission meeting, Wednesday, May 11, 2022 at 7:00 PM

18. ADJOURNMENT

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

DECORUM - ALL COMMENTS MUST BE ADDRESSED TO THE COMMISSION AS A BODY AND NOT TO INDIVIDUALS. ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS, OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COMMISSION, SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE COMMISSION BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE COMMISSION IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

Marlen D. Martell
Town Clerk



TOWN OF PEMBROKE PARK

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

SPECIAL COMMISSION MEETING MINUTES Wednesday, January 5, 2022, at 6:00 PM

Mayor Geoffrey Jacobs
Vice Mayor Reynold Dieuveille
Clerk Commissioner William Hodgkins

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

1. CALL TO ORDER by Mayor Jacobs at 6:11 pm.

2. PLEDGE OF ALLEGIANCE: led by Mayor and Commissioners.

3. ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 6:11 pm by Mayor Jacobs. Present at the meeting were Mayor Geoffrey Jacobs; Vice Mayor Reynold Dieuveille and Clerk Commissioner William Hodgkins.

Additional staff in attendance were Town Manager JC Jimenez; Town Attorney Melissa Anderson; Town Clerk Marlen D. Martell; Assistant to the Town Clerk Suzi Reutlinger; Town Planner Heidi Siegel; Assistant Public Works Director Myriam Jacques; IT Director Mark Pakula; Building Official Miguel Nunez; Building Manager Lucie Manzerolle; Public Services Director Robert Clark; Finance Director Harry Taubenfeld and other staff.

4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

ADD PRESENTATION BY MS. DAVIS ITEM NUMBER 6.0

MOVE ITEMS 9.2 TO 4.1 AND ITEM 11.4 TO 12.5

MOTION TO ACCEPT THE AGENDA WITH CHANGES MADE BY VICE MAYOR DIEUEVILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSED 3-0

9.2 PUBLIC HEARING

Special Commission Meeting
January 5, 2022
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21-V-01 / 3804 SW 52 Avenue / Request for a Variance from Section Sec. 28-126(a) requiring a 25-foot front setback for a plot used for dwelling purposes in the RM-16A Zoning District. -

Town Planner Siegel

RESOLUTION 2022-001

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **GRANTING A VARIANCE WAIVING THE SETBACK REQUIREMENTS OF SECTION 28-75(a)(1) OF THE TOWN CODE OF PEMBROKE PARK FOR THE PROPERTY LOCATED AT 3804 SW 52 AVENUE:** SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

HEIDI GAVE PRESENTATION

MAYOR JACOBS OPENED FOR PUBLIC COMMENT

NONE

MAYOR JACOBS CLOSED PUBLIC COMMENT

MOTION TO APPROVE RESOLUTION 20202-001 MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS, MOTION PASSED 3-0.

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

ROB RAYMOND SPOKE ON RECORD

PAUL A RESIDENT OF PARK LAKE SPOKE ON RECORD

DICK SPOTH OF PARK LAKE ESTATES SPOKE ON RECORD ** SEE ATTACHMENT

MARLENE HERNANDEZ OF LAKE SURE MANAGEMENT SPOKE ON RECORD

BSO STEPHANIE COKER SPOKE ON RECORD.

6. PRESENTATIONS

6.0 Audit Update

TONYA DAVIS SPOKE ON RECORD

HODGKINS WOULD LIKE TO HOLD A MEETING WITH THE AUDITORS.

6.1 Lobbyist update - Lobbyist Sigerson

DAVE SIGERSON SPOKE ON RECORD

MOTION TO BE IN FAVOR OF BILL 224 WITH THE COMPANION OF 105 AND TO SUPPORT TO OPPOSE BILL 974 MADE BY CLERK COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE, MOTION PASSES 4-0.

7. CONSENT AGENDA

Special Commission Meeting

January 5, 2022

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**7.1 Approval of Minutes - Town Clerk Martell
Special Commission Meeting - December 15, 2021
Workshop Commission Meeting - December 15, 2021**

7.2 Bills over \$10,000 - Finance Director Taubenfeld

**MOTION TO APPROVE THE CONSENT AGENDA MADE BY VICE MAYOR
DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS, MOTION
PASSED 3-0.**

MEETING RECESS AT 6:58PM
MEETING RECONVENED AT 7:15 pm

8. RESOLUTIONS
NONE

**11.2 Approve a Contract with Business Flare for an Market Analysis and Economic
Development Strategic Plan. (RFQ #21-10) - Town Planner Siegel**

KEVIN CROWDER SPOKE ON RECORD

**MOTION TO APPROVE RFQ #21-10 BUSINESS FLARE FOR A MARKET ANALYSIS
AND THE ECONOMIC DEVELOPMENT MADE BY CLERK COMMISSIONER
HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE, MOTION PASSED 3-0**

9. ORDINANCES/PUBLIC HEARING

9.1 2ND PUBLIC HEARING

Establishing a General Government Facilities Impact Fee - Town Planner Siegel

ORDINANCE NO. 2021-009

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK,
FLORIDA, REPEALING “DIVISION 3. FIRE PUBLIC SAFETY FACILITIES FEE”
AND “DIVISION 4. IMPACT FEE ACQUISITION OF PARK LANDS” OF ARTICLE
III, CHAPTER 5 “BUILDINGS AND BUILDING REGULATION” OF THE CODE OF
ORDINANCES OF THE TOWN OF PEMBROKE PARK; ENACTING A NEW
“DIVISION 4. GOVERNMENT FACILITIES IMPACT FEES” OF ARTICLE III,
CHAPTER 5 TO PROVIDE FOR IMPACT FEES FOR NEW RESIDENTIAL,
COMMERCIAL, AND
INDUSTRIAL PROJECTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR
INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING
ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

Special Commission Meeting
January 5, 2022
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MAYOR JACOBS OPENED FOR PUBLIC COMMENT

NONE

MAYOR JACOBS CLOSED PUBLIC COMMENT

**MOTION TO APPROVE RESOLUTION 2021-009 MADE BY CLERK
COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE,
MOTION PASSED 3-0.**

10. OLD BUSINESS

11. NEW BUSINESS

11.1 HR Consultant contract extension - Town Manager Jimenez

**MOTION TO APPROVE HR CONSULTANT CONTRACT FOR AN ADDITION ONE
YEAR EXTENSION MADE BY CLERK COMMISSIONER HODGKINS, SECONDED
BY VICE MAYOR DIEUVEILLE, MOTION PASSED 3-0.**

WITH THE UNDERSTANDING THAT TOWN MANAGER GO FOR NEXT COURSE OF
ACTION TO HIRE A FULL TIME HR POSITION.

11.3 Fiscal 2021 Audit Engagement Letter - Finance Director Taubenfeld

**MOTION TO APPROVE 2021 AUDIT ENGAGEMENT LETTER MADE BY VICE
MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS.
MOTION PASSED 3-0.**

12. DISCUSSION

12.1 Town Commission consider going on hiatus the months of February and March - Mayor Jacobs

**MOTION TO APPROVE THE TOWN COMMISSION TO GO ON HIATUS FOR THE
MONTH OF FEBRUARY AND MARCH 2022, AND ABLE TO HOLD SPECIAL
MEETINGS AS NEEDED MADE BY CLERK COMMISSIONER HODGKINS,
SECONDED BY VICE MAYOR DIEUVEILLE, MOTION PASSED 3-0.**

12.2 Police Department - Mayor Jacobs

**MOTION TO APPROVE OBTAINING A POLICE DEPARTMENT CONSULTANT
WITH AN AMOUNT NOT TO EXCEED \$60,000.00 MADE BY CLERK**

Special Commission Meeting

January 5, 2022

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**COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE.
MOTION PASSED 3-0.**

12.3 TPP Budget - Mayor Jacobs

TOWN MANAGER TO LOOK AT ALL CONTRACTS TO TRY AND ELIMINATE
SERVICE CONTRACTS.

12.4 Charter Discussion - Mayor Jacobs

HANDOUT ON CHARTER WAS HANDED TO COMMISSION

12.5 ~~11.4~~ Town Staffing - Town Manager Jimenez, HR Consultant Menegazzo

Termination of Interim Police Chief Manager's report will be provided upon request.

**MOTION TO ACCEPT THE TOWN MANAGERS RECOMMENDATION TO
TERMINATE THE INTERIM CHIEF OF POLICE MADE BY CLERK
COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE,
MOTION FAILED 2-1. MAYOR JACOBS AND VICE MAYOR DIEUVEILLE
OPPOSED.**

13. ATTORNEY COMMENTS - NONE

14. TOWN MANAGER COMMENTS – NONE

15. COMMISSIONER COMMENTS

Clerk Commissioner Hodgkins - None

Vice Mayor Dieuville - None

Mayor Jacobs - None

16. ANNOUNCEMENTS

Martin Luther King Jr. Day - Monday, January 17, 2022

Broward County Property Appraiser's Office - Tuesday, January 18, 2022

Special Magistrate Hearing - Wednesday, January 19, 2022

Workshop Commission Meeting - Wednesday, January 26, 2022

Charter Review Committee - Monday, January 31, 2022

17. ADJOURNMENT

With no further items for discussion, meeting adjourned at 8:54 pm, unanimous motioned for
adjournment.

Commission approved on: _____

Special Commission Meeting

January 5, 2022

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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 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.

Special Commission Meeting
January 5, 2022
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TOWN OF PEMBROKE PARK

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

SPECIAL COMMISSION MEETING MINUTES

Friday, February 11, 2022, at 6:00 PM

Mayor Geoffrey Jacobs	Town Manager JC Jimenez
Vice Mayor Reynold Dieuville	Town Attorney Melissa P. Anderson
Clerk Commissioner Williams Hodgkins	Town Clerk Marlen D. Martell

1. CALL TO ORDER by Mayor Jacobs at 4:04 pm.

2. PLEDGE OF ALLEGIANCE: led by Mayor and Commissioners.

3. ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 4:04 pm by Mayor Jacobs. Present at the meeting were Mayor Geoffrey Jacobs; Vice Mayor Reynold Dieuville and Clerk Commissioner William Hodgkins.

Additional staff in attendance were Town Manager JC Jimenez; Town Attorney Melissa Anderson; Town Clerk Marlen D. Martell; Assistant to the Town Clerk Suzi Reutlinger; Town Planner Heidi Siegel; Assistant Public Works Director Myriam Jacques; IT Director Mark Pakula; Building Official Miguel Nunez; Building Manager Lucie Manzerolle; Public Services Director Robert Clark; Finance Director Harry Taubenfeld and other staff.

4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

NONE

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

NONE

6. PRESENTATIONS

NONE

7. CONSENT AGENDA

NONE

Special Commission Meeting
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8. RESOLUTIONS

8.1 Waste Generation Memorandum of Understanding - Updated Estimated Study Budget & Study Participant Table - Town Attorney Anderson

RESOLUTION NO. 2022-002 A RESOLUTION OF THE TOWN COMMISSION/COUNCIL OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING THE FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH BROWARD COUNTY AND OTHER PARTICIPATING MUNICIPALITIES REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM, ATTACHED HERETO AS EXHIBIT “A” AND INCORPORATED HEREIN, AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

MAYOR JACOBS OPENED FOR PUBLIC COMMENT

NONE

MAJOR JACOBS CLOSED PUBLIC COMMENT

MOTION TO APPROVE RESOLUTION 2022-002 MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSED 3-0.

9. ORDINANCES – FIRST READING

9.1 Progressive Settlement - Town Attorney Anderson

ORDINANCE NO. 2022-001 AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **PERTAINING TO THE SUBJECT OF ENVIRONMENTAL CONTROL; AMENDING THE TOWN’S CODE OF ORDINANCES TO ESTABLISHING NEW REGULATIONS FOR MATERIALS RECOVERY FACILITIES OPERATING IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE THEREFOR.**

MAYOR JACOBS OPENED FOR PUBLIC COMMENT

NONE

MAYOR JACOBS CLOSED PUBLIC COMMENT

MOTION TO APPROVE ORDINANCE 2022-001 MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS, MOTION PASSED 3-0.

9.2 Progressive Settlement - Town Attorney Anderson

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ORDINANCE NO. 2022-002 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **PERTAINING TO THE SUBJECT OF GROWTH MANAGEMENT; AMENDING THE ZONING REGULATIONS IN THE M-1 INDUSTRIAL ZONING DISTRICT; AMENDING DEFINITIONS; AMENDING THE LISTS OF PERMITTED, SPECIAL EXCEPTION, AND PROHIBITED USES; AMENDING PROVISIONS FOR NON-CONFORMING USES; AMENDING OTHER DISTRICT REGULATIONS; AMENDING PROCEDURES FOR ZONING REVIEW AND APPROVAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

MAYOR JACOBS OPENED FOR PUBLIC COMMENT
NONE
MAYOR JACOBS CLOSED PUBLIC COMMENT

MOTION TO APPROVE ORDINANCE 2022-002 MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS, MOTION PASSED 3-0.

10. NEW BUSINESS

10.1 Renewal of iCompass program - IT Director Pakula, Town Clerk Martell

MOTION TO APPROVE RENEWAL OF ICOMPASS NOT TO EXCEED \$10,500.00 MADE BY CLERK COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE, MOTION PASSES 3-0.

11. OLD BUSINESS

11.1 Used Police Cars from Jupiter Police Department - Interim Police Chief Howard

MOTION TO APPROVE \$7,000.00 FOR USED POLICE CARS FROM JUPITER MADE BY CLERK COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR DIEUVEILLE, MOTION PASSED 3-0.

11.2 Purchase of printers for police vehicles - Interim Police Chief Howard

MOTION TO APPROVE 11 PRINTERS IN THE AMOUNT NOT TO EXCEED \$10,953.45 MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSED 3-0.

11.3 PremierOne Mobile Licenses w/install - Interim Police Chief Howard

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MOTION TO APPROVE PREMIERONE MOBILE LICENSE IN AN AMOUNT NOT TO EXCEED \$60,000.00 DOLLARS OVER A 5 YEAR CONTRACT MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS, MOTION PASSED 3-0.

11.4 Central Square Software Licenses to access the Broward County Records Management System - Interim Police Chief Howard

MOTION TO APPROVE CENTRAL SQUARE SOFTWARE LICENSE MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS, MOTION PASSED 3-0.

11.5 Florida Incident-Based Reporting System (FIBRS) Implementation grant - Interim Police Chief Howard

MOTION TO TABLE ITEM 11.5 FLORIDA INCIDENT-BASED REPORTING SYSTEM (FIBRS) MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS, MOTION PASSED 3-0.

11.6 Police Department Engineering Design Proposal from Calvin & Giordano - Public Services Director Clark, Interim Police Chief Howard

MOTION TO ADOPT THE POLICE DEPARTMENTS ENGINEERING DESIGN PROPOSAL FROM CALVIN & GIORDANO MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS, MOTION PASSED 3-0.

12. ATTORNEY COMMENTS - NONE

13. TOWN MANAGER COMMENTS – NONE

14. COMMISSIONER COMMENTS

Clerk Commissioner Hodgkins – Clerk Commissioner Hodgkins stated that he would like to see what the consultant has to say

Vice Mayor Dieuveille – Vice Mayor Dieuveille agrees with Clerk Commissioner Hodgkins
Mayor Jacobs – Residents and property owners are pro Pembroke Park Police Department

15. ANNOUNCEMENTS

NONE

16. ADJOURNMENT

With no further items for discussion, meeting adjourned at 4:25 pm, unanimous motioned for adjournment.

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 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.

Special Commission Meeting
February 11, 2022
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AGENDA ITEM REPORT



To:

Subject: FDLE FIBRS Grant

Meeting: 03 23 2022 DRAFT WORKSHOP COMMISSION MEETING - Mar 23 2022

Department: Police Department

Staff Contact:

BACKGROUND INFORMATION:

A National Incident Based Reporting system is underway nationwide and FIBRS is Florida's initiative to meet this mandate

FINANCIAL IMPACT:

\$288,421.41

RECOMMENDATION:

Staff recommends accepting this grant to pay for items previously purchased as well as pay for future items related to mandatory reporting of crime data.

ATTACHMENTS:

[Pembroke Park SFA21 Contract](#)

[Round 1 & 2 Combined Budget Worksheet](#)

**State of Florida
Criminal Justice Information Services
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

GRANT AWARD

Recipient: Town of Pembroke Park Police Department

Grant Period: From: 7/1/2021 To: 6/30/2022

Project Title: FY 21/22 FIBRS IMPLEMENTATION ASSISTANCE PROGRAM: SUPPORT FOR LOCAL LAW ENFORCEMENT AGENCIES

Grant Number: 2021-FBSFA-F2-004

Awarded Funds: \$288,432.41

CSFA Catalog Number: 71.043

This agreement is entered into by and between the Florida Department of Law Enforcement (FDLE) and Recipient shown above, and

WHEREAS the Department pursuant to Fiscal Years 2019-2020, 2020-2021, and 2021-2022 General Appropriations Act 2500 has authority to distribute approximately 6 million dollars supporting local agencies' efforts in transitioning to incident-based crime data reporting. FDLE's Florida Incident-Based Reporting System (FIBRS) repository will receive and process the data submitted by local agencies and report it to the Federal Bureau of Investigation and

WHEREAS the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and does offer to perform such services, and

Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of funds and/or termination of the project, as specified within the terms of the agreement and 215.97 F.S.

Scope of Work

The Recipient must meet the requirements of quantifiable units of deliverables and scope of work as identified in the approved budget for the grant award to the Recipient referenced in this Agreement, in conjunction with the goals and requirements of the FY21/22 FIBRS Implementation Assistance funding.

Project Deliverables

Funds provided under this award shall be used for the purposes and types of expenses set forth in the FIBRS Implementation Funding Opportunity (i.e. the program announcement), alongside state and local requirements, and pursuant to the approved application, budget, etc., submitted by the Recipient and FDLE, and any related amendments.

Total payments for all deliverables will not exceed the maximum grant award amount of \$288,432.41.

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The Recipient may invoice the Department for reimbursement under the grant on a monthly basis. The maximum allowable reimbursable amount shall be \$288,432.41. Reimbursements to the Recipient will be limited to actual, allowable expenses documented and submitted to the Department. All invoices, receiving documentation, purchase orders, 3rd party agreements, any scopes of work, etc. and copies of checks must be submitted to the Department by the Recipient with related reimbursement requests. The Recipient shall make supporting documentation available upon request, to comply with state grant documentation requirements and/or audits. Minimum performance for contracted providers and deliverables is to be documented in the contractual agreement between the Recipient and the provider and overseen by Department staff.

Florida requires the use of the Florida Single Audit Act Checklist for Nonstate Organizations form (DFS-A2-NS) for recipients and subrecipients. Agencies with amounts authorized in the Contractual Services Budget Category must complete this form. A copy is attached as Exhibit 1.

Deliverable 1 – Equipment & Expenses (Supplies)	Recipient will use grant funds to purchase equipment and supplies as outlined in the agency's grant application and Appendix B - Budget Narrative "Equipment" and "Expenses (Supplies)".
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Failure to provide proper supporting documentation for equipment & supplies could result in project costs being disallowed, withholding of funds, and/or termination of the project.
Deliverable Price:	Total payments for this deliverable will be approximately \$109,642.48
Deliverable 2 – Contractual Services	Recipient will use funds for procurement of contractual services as outlined in the agency's grant application and Appendix B - Budget Narrative "Contractual Services".
Minimum Performance Criteria:	Completion of progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered on the expenditure report.
Financial Consequences:	This is a cost reimbursement deliverable. Failure to provide proper supporting documentation for services rendered could result in project costs being disallowed, withholding of funds, and/or termination of the project.
Deliverable Price:	Total payments for this deliverable will be approximately \$177,461.93
Deliverable 3 – Training	Recipient will use grant funds to pay registration fees for members to attend specialized training as outlined in the agency's grant application and Appendix B - Budget Narrative "Other".
Minimum Performance Criteria:	Personnel will complete approximately FIBRS related training documented through attendance or certificates of completion, invoices, registration fee and payment receipts.
Financial Consequences:	This is a cost reimbursement deliverable. Failure to provide proper supporting documentation for training costs and proof of attendance result in project costs being disallowed, withholding of funds, and/or termination of the project.
Deliverable Price:	Total payments for this deliverable will be approximately \$200.00

Deliverable 4 – Travel	Recipient will use grant funds to pay expenses for members to travel for specialized training as outlined in the agency's grant application and Appendix B - Budget Narrative "Travel".
Minimum Performance Criteria:	Personnel will travel for FIBRS related training.
Financial Consequences:	This is a cost reimbursement deliverable. Failure to provide proper supporting documentation for travel costs could result in project costs being disallowed, withholding of funds, and/or termination of the project.
Deliverable Price:	Total payments for this deliverable will be approximately \$1,128.00

Performance Reports

Recipient shall provide monthly Performance Reports to the Department attesting to the progress towards deliverables and to validate the required minimum acceptable level of service performed. Performance Reports are due fifteen (15) days after the end of each reporting period. (Example: If the reporting period is July 1-31, the Performance Report is due August 15th.) A Performance Report template is attached as Exhibit 2.

Recipient will respond to the questions listed below in the monthly Performance Reports. Information provided by the Recipient will be used by the Department for processing payments, verifying deliverables, and to compile reports on project progress to the Legislature and Executive Office of the Governor.

Performance Reports must address and/or contain the following:

1. Provide a narrative describing the activities and accomplishments achieved during the reporting period.
2. Provide a summary report of activities completed and status addressing the deliverables in the scope of work.
3. Describe any progress or barriers encountered related to achieving those goals during the reporting period and how these obstacles will impact the successful completion of the project.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include, but are not limited to, invoices, performance reports and status reports.

Payments to the Recipient (including payments under future awards) may be withheld, or other related requirements may be imposed, if required information and reports are not submitted within the specified time periods.

Payment Requirements & Financial Claim Reports

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

This is a cost reimbursement agreement. The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit(s) and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under another state or federal funding source. Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and supporting documentation. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc.

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Claim Reports shall validate the receipt of goods and services and verify the Recipient's compliance with 69I-40.002, F.A.C. All expenditures for state financial assistance must comply with the Reference Guide for State Expenditures published by the Florida Department of Financial Services. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

The Department will reimburse the Recipient for allowable expenditures incurred during the eligible reporting period according to the terms and conditions, subject to the availability of funds and satisfactory performance of all terms by the Recipient.

Recipient shall provide monthly Claim Reports to the Department due thirty (30) days after the end of each reporting period. A Claim Report template is attached as Exhibit 3. All Claim Reports must be approved and signed by the Recipient's chief financial official and include a certification that costs claimed are true and valid costs incurred in accordance with the agreement.

The State Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Using the forms provided in conjunction with this agreement, Claim Reports must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount specified in the agreement. Deliverables must be received and accepted prior to payment and are subject to subsequent audit and review to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final claim for payment shall be submitted to the Department no more than thirty (30) days after the end date of the grant. Any payment due under the terms of this agreement may be withheld until performance of services and all reports due from the Recipient and necessary adjustments have been approved by the Department. Before the final payment will be processed, the Recipient shall submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with these provisions shall result in forfeiture of reimbursement.

Appendix A: Administration

Changes to the following points of contact and chief officials below must be submitted to the FDLE grant manager within the CJIS Director's Office in writing at CJISFunding@fdle.state.fl.us.

Chief Official	
Name	Jc Jiminez
Title	Town Manager
Address	3150 SW 52nd Ave Pembroke Park, FL 33023
Phone	954-966-4600
Email	jcjimenez@tppfl.gov

Programmatic Contact	
Name	Mark Pukula
Title	IT Director
Address	3150 SW 52nd Ave Pembroke Park, FL 33023
Phone	954-966-4600
Email	mpakula@tppfl.gov

Contract/Grant Manager	
Name	David Howard
Title	Chief of Police
Address	3150 SW 52nd Ave Pembroke Park, FL 33023
Phone	954-966-4600
Email	dhoward@pdtpfl.gov

Chief Financial Officer	
Name	Harry Taubenfeld
Title	CFO
Address	3150 SW 52nd Ave Pembroke Park, FL 33023
Phone	954-966-4600
Email	htaubenfeld@tppfl.gov

Official Payee	
Agency	
Address	
Phone	
Email	
FEID#	59-0968454

Appendix B: Budget

The following describes the proposed budget for the project. All amounts noted in the below budget are estimates based on preliminary quotes or prior program activities. Deviations from this budget that exceed 10% of the total amount in any budget category must be approved by FDLE CJIS Director's Office in writing prior to payment. Requests for amendments must be submitted to the FDLE grant manager within the CJIS Director's Office in writing at CJISFunding@fdle.state.fl.us.

Budget Category	Total
A. Overtime	\$0.00
B. Travel	\$1,128.00
C. Equipment (OCO)	\$107,442.48
D. Expenses (Supplies)	\$2,200.00
E. Contractual Services & Subcontracts	\$177,461.93
F. Other Costs	\$200.00
TOTAL	\$288,421.41

Budget Narrative:

A. Personnel (Overtime)

B. Travel

Recipient will use grant funds for travel expenses associated with FIBRS training. Travel costs include, but are not limited to lodging, meals, per diem, and incidentals. Cost for travel shall be reimbursed at the Recipient's travel rate, but the total per travel voucher shall not exceed rates established in State of Florida Travel Guidelines, s. 112.061, F.S.

- FIBRS Training Trip costs for lodging, meals, per diem, and incidentals total cost of \$1,128.00

C. Equipment (Operating/Fixed Capital Outlay)

Recipient will use grant funds for equipment needed to implement FIBRS.

- 23 Dell Roughbook Laptops at a total of \$63,043.00
- 14 Laptop Power Adaptors for Police Cars at a total of \$3,220.00
- Dell Workstations for a total of \$10,415.85
- Dell Monitors for a total of \$5,946.43
- Dell Docking Stations for a total of \$1,817.20
- 1 Barracuda Data Backup Device for an estimated \$15,000.00
- 1 Internal Affairs/Use of Force Software Tracking for a total of \$8,000.00

D. Expenses (Supplies)

Recipient will use grant funds for supplies needed to implement FIBRS.

- 20 Net Motion Licenses for a total of \$2,200.00

E. Contractual Services & Subcontracts

Recipient will use grant funds to contract with a Records Management System (RMS) vendor to implement FIBRS.

- 1 Central Square RMS Software License at a total of \$151,961.93
- 1 Annual Fee for the Central Square RMS Software at a total of \$13,000.00
- FIBRS Programming Services for a total of \$12,500.00

F. Other Costs

Recipient will use grant funds to purchase FIBRS training registrations for two staff members for a total of \$200.00.

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Appendix C: Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and completion of the Certificate of Acceptance by the Recipient. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

If a project is not operational within thirty (30) days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within sixty (60) days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

I. PAYMENTS

Overpayments

Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department.

Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

II. PROJECT AND GRANT MANAGEMENT

Personnel Changes

In the event there is a change in Chief Officials or Project Director for the Recipient or any contact information to include mailing address, phone number, email or title change, the Recipient must notify the FDLE grant manager.

Obligation of Grant Funds

Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management

The Recipient must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients.

The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

Recipient must have written procedures for procurement transactions.

Travel

Cost for travel shall be reimbursed at the Recipient's travel rate, but the total per travel voucher shall not exceed rates established in State of Florida Travel Guidelines, s. 112.061, F.S.

Subcontracts

Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained

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individuals who meet or exceed any specified training qualifications.

Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments

Recipients must submit a grant adjustment to the FDLE grant manager for major substantive changes such as: scope modifications or changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes that affect a cost category that was not included in the original budget.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories.

Under no circumstances can transfers of funds increase the total award.

Requests for changes to the grant agreement must be signed by the Recipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

III. MANDATORY DISCLOSURES

Conflict of Interest

The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law

The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors

The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in s. 287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists

If this agreement is in the amount of \$1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors

The Recipient shall disclose to the Department if it or any of its affiliates, as defined by s. 287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to s. 287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as

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a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The Recipient must promptly refer to the Department of Law Enforcement, Criminal Justice Information Services any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Restrictions and certifications regarding non-disclosure agreements and related matters

Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The Recipient certifies that if it is informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so from the Department.

IV. COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations

that govern Recipient's performance under this agreement.

Civil Rights

The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

Lobbying Prohibited

The Recipient shall comply with the provisions of ss. 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

Public Records

As required by s. 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in s. 119.011(12), F.S. as prescribed by s. 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Timely Payment of Subcontractors

To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with s. 287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the

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subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Legal Authorization

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Independent Contractor, Subcontracting and Assignments

In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Notice of Legal Actions

The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property

In accordance with s. 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the

completion of the improvements or as further required by law.

Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

V. RECORDS, AUDITS AND DATA SECURITY

Records, Retention

Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five (5) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department.

Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided,

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however, that this provision does not limit any exemption to public inspection or copying to any such record.

These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Audits

The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (s. 20.055, F.S.).

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, or thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. This form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and

elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

Pursuant to s. 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with s. 215.97, F.S.. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Florida Department of Law Enforcement for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement at:

ATTN: Rebecca Gardner
Florida Department of Law Enforcement
Criminal Justice Information Services
Post Office Box 1489
Tallahassee, Florida 32302-1489

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

The Auditor General's Office at:

Page 11 of 14

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Monitoring

The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures.

By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Property Management

The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

Recipient's Confidential and Exempt Information

By executing this agreement, the Recipient acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this agreement not specifically identified in writing by the Recipient prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of

Financial Services pursuant to s. 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

VI. PENALTIES, TERMINATION, DISPUTE RESOLUTION, LIABILITY AND COMMUNICATION

Financial Penalties for Failure to Take Corrective Action

Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination

The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and s. 119.07(1), F.S.

The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity

of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement.

No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole.

The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals

The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the

Page 13 of 14

Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability

Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and

shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract.

Nothing in this agreement shall be construed to affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in s. 768.28, Florida Statutes.

Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including strikeouts, whiteout, etc. are not permitted.

State of Florida
Department of Law Enforcement
Criminal Justice Information Services

Signature: _____

Typed Name and Title: Kristi Gordon, Deputy Director

Date: _____

Recipient
Town of Pembroke Park Police Department

Signature: _____

Typed Name and Title: _____

Date: _____

FY21 FIBRS Implementation Assistance Program Application Budget Detail Worksheet

Tabs and Category Definitions

Tab #1: Instructions	Please read the instructions on this page carefully. Applicants must complete and submit this budget detail worksheet with their application. Examples for each budget category are provided on each tab of the worksheet. Totals for each budget category will be automatically calculated based on input from the applicant; these calculations will be automatically added to the Budget Summary page. Figures provided for the examples will NOT be included in an applicant's total.
Tab #2 Budget Summary	All applicants must enter the requested information in the shaded boxes of the 'Applicant Information' table on the Budget Summary tab (Tab #2). The Budget Summary Table will be populated and calculated based on information entered in the remaining tabs (#3-8). The Budget Reconciliation section will provide a running total of the allocation amount compared to the budget amounts entered.
Tab #3 Overtime	Applicants requesting funding for overtime hours must complete the 'Overtime' tab.
Tab #4 Travel	Applicants requesting funding for to support travel costs must complete the 'Travel' tab.
Tab #5 Equipment	Applicants purchasing items in excess of their organization's Operating Capital Outlay (inventory) threshold must complete the 'Equipment' tab. This may include items not exceeding the threshold but that is tagged or recorded for inventory.
Tab #6 Supplies	Applicants purchasing items with values which fall below their organization's Operating Capital Outlay (OCO) threshold must complete the 'Supplies' tab.
Tab #7 Consultants/ Contracts	Applicants entering into any agreement with a third party under this grant must complete the 'Contractual Services' tab.
Tab #8 Other Costs	Applicants funding costs that do not belong into other categories (i.e. subscriptions, software, training registrations, etc.) must complete the 'Other Costs' tab.

**FY21 FIBRS Implementation Assistance Program
Application Budget Detail Worksheet**

State Financial Assistance Budget Detail Worksheet

APPLICANT INFORMATION

All Applicants must enter Applicant Information

Applicant Organization Name:	Town of Pembroke Park
County:	Broward
Project Manager Name:	David A. Howard

Complete Applicant Information and continue to Tab 3.

This portion of the sheet will be auto-filled and calculated based upon the cost elements entered on tabs 3-8.

BUDGET SUMMARY TABLE

Budget Category	Totals
Overtime	\$0.00
Travel	\$1,128.00
Equipment	\$107,442.48
Supplies	\$2,200.00
Consultants/Contracts	\$177,461.93
Other Costs	\$200.00
Total Project Costs	\$288,432.41

These fields will automatically update as remaining tabs are completed.

FY21 FIBRS Implementation Assistance Program Application Budget Detail Worksheet

[illegible]

**FY21 FIBRS Implementation Assistance Program
Application Budget Detail Worksheet**

[illegible]

**FY21 FIBRS Implementation Assistance Program
Application Budget Detail Worksheet**

Tab #5 - Equipment			
Item Description	Number of Items	Unit Cost	Total Cost
EXAMPLE: Upgrade servers to support FIBRS implementation	2	\$ 10,000.00	\$20,000.00
Dell Roughbook laptops for police officers	23	\$ 2,741.00	\$63,043.00
Laptop Power Adaptors for Police Cars	14	\$ 230.00	\$3,220.00
Dell Workstations	Varies	\$ 10,415.85	\$10,415.85
Dell Monitors	Varies	\$ 5,946.43	\$5,946.43
Dell Docking Stations	Varies	\$ 1,817.20	\$1,817.20
Barracuda data backup device	1	\$ 15,000.00	\$15,000.00
Internal Affairs/use of force software tracking (annual and training for first year)	1	\$ 8,000.00	\$8,000.00
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Total Equipment			\$107,442.48

FY21 FIBRS Implementation Assistance Program Application Budget Detail Worksheet

[illegible]

**FY21 FIBRS Implementation Assistance Program
Application Budget Detail Worksheet**

Tab #7 - Consultants/Contracts				
Description and Purpose (Item or Service)	Number of Units	Unit Type, if applicable	Cost per Unit	Estimated Total Cost
EXAMPLE: FIBRS Programmer to update current RMS	250	hours	\$ 100.00	\$ 25,000.00
Central Square RMS Software	1	License	\$ 151,961.93	\$ 151,961.93
Central Square RMS Software Annual Fee	1		\$ 13,000.00	\$ 13,000.00
FIBrs Programmer to initiate New Agency RMS for one year	100	hours	\$ 125.00	\$ 12,500.00
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Total Contractual Services				\$177,461.93

**FY21 FIBRS Implementation Assistance Program
Application Budget Detail Worksheet**

[illegible]

Travel	\$1,128.00
Equipment (OCO)	\$107,442.48
Expenses (Supplies)	\$2,200.00
Contractual Services & Subcontracts	\$177,461.93
Other Costs	\$200.00
TOTAL	\$288,421

Recipient will use grant funds for equipment needed to implement FIBRS.

- 23 Dell Rough book Laptops at a total of \$63,043.00
- 14 Laptop Power Adaptors for Police Cars at a total of \$3,220.00
- Dell Workstations for a total of \$10,415.85
- Dell Monitors for a total of \$5,946.43
- Dell Docking Stations for a total of \$1,817.20
- 1 Barracuda Data Backup Device for an estimated \$15,000.00
- 1 Internal Affairs/Use of Force Software Tracking for a total of \$8,000.00

Recipient will use grant funds for supplies needed to implement FIBRS.

- 20 Net Motion Licenses for a total of \$2,200.00

Recipient will use grant funds to contract with a Records Management System (RMS) vendor to implement FIBRS.

- 1 Central Square RMS Software License at a total of \$151,961.93
- 1 Annual Fee for the Central Square RMS Software at a total of \$13,000.00
- FIBRS Programming Services for a total of \$12,500.00

Recipient will use grant funds to purchase FIBRS training registrations for two staff members for a total of \$200.00.

AGENDA ITEM REPORT



To: Town Commission
Subject: Approval for Keith & Associates (Keith) Proposal - John P Lyons Lane Drainage Improvement, RFP 21-09, FEMA-HMGP Project.
Meeting:
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

This RFP project was advertised and awarded to Keith & Associates. This cost proposal is the next step in the procurement process for the project, RFP 21-09.

John P. Lyons Lane area is primarily developed with a mixed land use consisting of residential, commercial, and light industrial developments. The collected stormwater relies on percolation and evaporation to return the area to its normal water levels. This results in undesirable flood levels and durations for moderate and large storm levels as well as past historical events. The goal and objectives of this project is to improve drainage infrastructure along John P. Lyons Lane and Carolina Street. The proposed stormwater improvements are intended to mitigate repetitive flood losses, to improve traffic safety for residents and local services such as police, fire rescue, and to avoid additional repetitive losses.

FINANCIAL IMPACT:

FEMA will fund \$84,131.25 The Town will fund the remaining cost, \$95,045.75 using Town's stormwater funds. Total engineering design **\$179,177.00**.

RECOMMENDATION:

Seeking Commission's approval to negotiate with Keith, then award proposal to proceed with the engineering design, **\$179,177**

ATTACHMENTS:

[12609.M0-Pembroke Park Lyons Lane Drainage Imp Scope of Services-2022-01-21](#)

	Status:
Myriam Jacques, Interim Public Services Director	Approved - Feb 09 2022
Robert Clark, Public Services Director	Approved - Feb 09 2022
Harry Taubenfeld, Finance & Budget Director	Approved - Feb 09 2022

Melissa Anderson, Town Attorney	Approved - Feb 09 2022
JC Jimenez, Town Manager	Approved - Feb 09 2022
Marlen Martell, Town Clerk	Approved - Feb 25 2022



AGREEMENT FOR PROFESSIONAL SERVICES

January 21, 2022

Mr. Robert Clark
Town of Pembroke Park
Director of Public Works
3150 SW 52nd Avenue
Pembroke Park, FL 33023
Phone: (954) 466 – 4600
E-mail: rclark@tppfl.gov

Project Name: Lyons Lane Drainage
Improvements – FEMA HGMP
Project Location: Town of Pembroke Park
KEITH Project Number: 12609.M0

Dear Mr. Clark

In accordance with your request and subsequent discussions between members of our association and yourself, this agreement between Keith and Associates, Inc. dba KEITH (CONSULTANT) and the Town of Pembroke Park ("CLIENT") for professional services is submitted for your consideration and approval. The purpose of this Agreement is to outline the scope of services recommended by KEITH and accepted by CLIENT, and to establish the contractual conditions between KEITH and CLIENT with respect to the proposed services. KEITH will begin work within ten (10) days after receipt of a fully executed copy of this Agreement. Such receipt shall constitute written notice to proceed. This proposal will remain valid for thirty (30) days.

PROJECT UNDERSTANDING

The CONSULTANT (KEITH) was previously selected by the Town of Pembroke Park under RFP #21-09 to provide the following services.

The CONSULTANT (KEITH) shall provide complete engineering design services in order to develop detailed Construction Documents for required stormwater improvements to solve the regular flooding issues along Lyons Lane associated with the requirements from the FEMA – Phase 1 Hazard Mitigation Grant Program (HMGP) issued to the Town of Pembroke Park (HMGP Contract #H0527 / Project #4337-448-R).

KEITH understands that the Town's available funding through the FEMA HGMP is only for Phase 1 which includes development of Construction documents, and not for Phase 2 implementation/construction which will be evaluated by FEMA once Phase 1 is complete.

Project Background:

Today, the project area along John P. Lyons Lane / SW 31st Avenue is prone to regular flooding. Previously completed phased drainage improvements by the Town, in 2016, extended north of Hallandale Beach Blvd. to 700-LF south of Carolina Street. This system relies on limited exfiltration trenches to handle the stormwater for the roadway and surrounding commercial/residential properties.

Project Description:

The project area is built-out with mostly impervious surfaces that are intended to remain. The project scope per the RFP #21-09 - Exhibit 1 is to extend the existing stormwater collection system along John P. Lyons Lane (SW 31st Avenue) from a point 700 feet south of Carolina Street, north to Carolina Street and install a centralized stormwater pump station near the intersection of Carolina Street and John P. Lyons Lane (SW 31st Avenue).

www.KEITHteam.com

pompano beach (HQ) • fort Lauderdale • miami • west palm beach • orlando • tallahassee

The new stormwater pump station was conceived in the RFP, to connect to the existing 30-inch force main running north along SW 31 Avenue at Carolina Street, which connects to FDOT's 60-inch force main along SW 30th Avenue, that discharges into the City of Hollywood's Orange Brook Golf Course system and then into the SFWMD's C-10 Canal.

Based on the due diligence performed for the proposal, it was discovered that the connecting directly to the existing 30-inch stormwater force main, would create Water Quality and Water Quantity concerns with the existing FDOT/SFWMD permits. Because of discharge limitations in these existing permits, connecting to the existing 30-inch force main is not a feasible option.

The proposed project intent is to connect the new stormwater pump station directly into Behan Lake with a new properly sized forcemain. The existing Behan Lake Pump Station will not be altered and will continue to operate in accordance with the existing FDOT/SFWMD permits. The additional discharge into Behan Lake will be in accordance with surface water management regulations and previous stormwater permits.

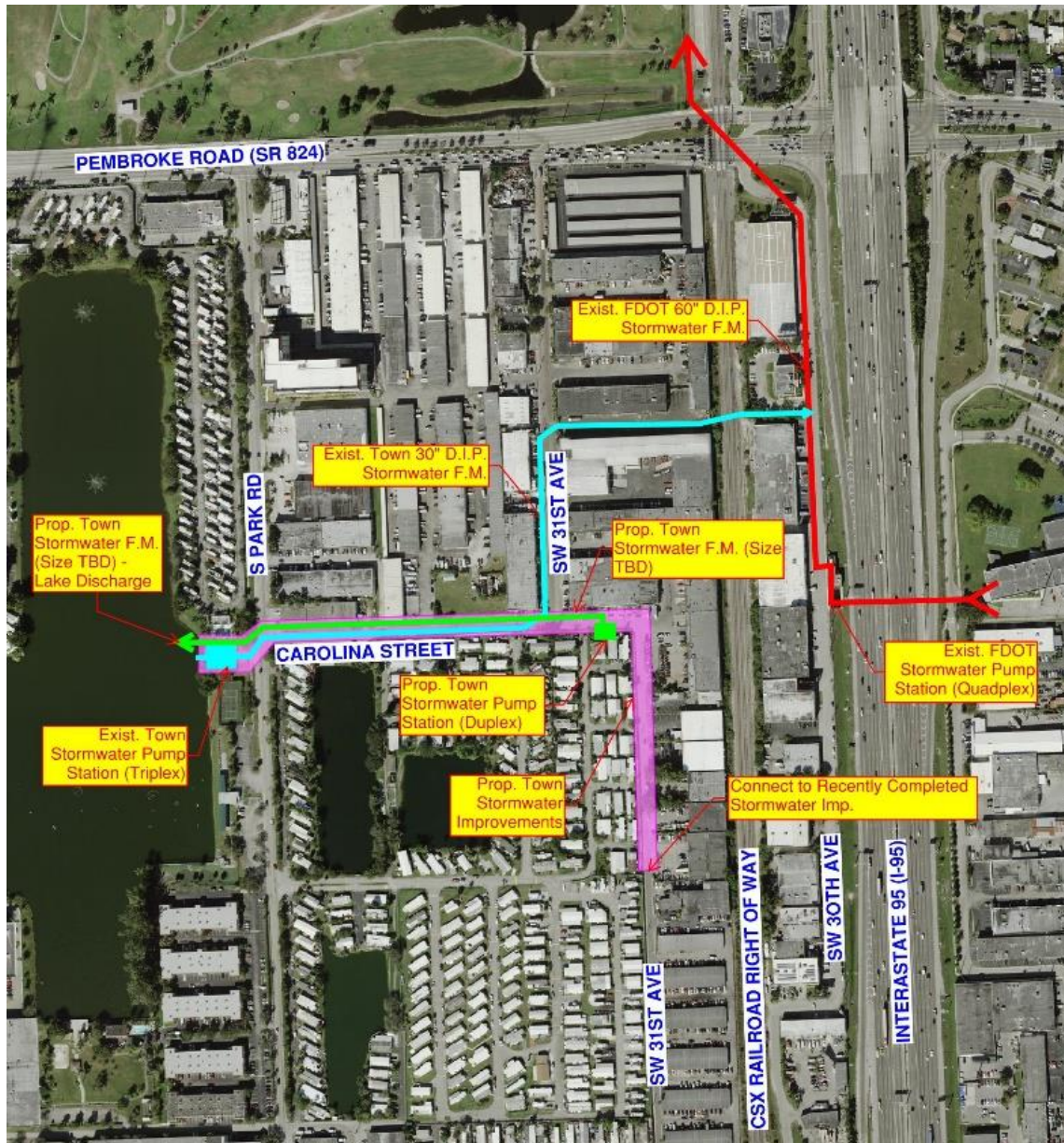
KEITH will build upon the foundation of the Town's available information by carefully considering past studies and models, data, permit conditions, alongside recently completed and ongoing projects, and initiatives. We understand and embrace the Town's objective of the need to provide a new, comprehensive stormwater solution which integrates resilience and ensuring the integrity of this vulnerable area of the Town.

Based on our meeting with Town staff the following general information is to be provided by the Town:

- a. Copy of Previous SW 31st Avenue Stormwater Improvements plans/as-builts (in CAD). The Town will provide as-built plans in ACAD.
- b. Copy of available BCRED/FDOT/SFWMD permits, approved plans/as-builts, stormwater management calculations for Phase 1, Master Permit(s), existing Behan Lake / Carolina Street triplex stormwater pump station and 30-inch force main extension.
- c. Copy of all latest available Stormwater, Water and Sewer As-builts and/or Atlas Maps the Town may have available.
- d. Copy of JPA/Interlocal Agreement between the Town of Pembroke Park/City of Hollywood and FDOT identifying terms of discharge (40 CFS) and shared outfall into FDOT system beyond FDOT pump station and 60-inch force main.
- e. Copy of allowable discharge parameters/agreements for new stormwater pump station into 30-inch force main and further upstream.
- f. Copy of latest updated ICPR (drainage calculations) model prepared by the Town's previous engineering consultant.
- g. Copy of any documented historical flooding and/or resident complaints for the past 10 years.



Project Areas – Site Map



APPROACH

KEITH believes in a context-based approach that considers multiple facets of the development process resulting in solutions that are curated for each authentic scenario. In addition to the traditional design approach, we believe careful consideration should be given to economic, ecological, and social factors. This cohesive approach to each project is engineered to enhance the opportunity for a resilient solution.



Our approach is categorized into the following three general phases:

Exploration Phase – The process of becoming familiar with an area through extensive analysis.

Inspiration Phase – The process of developing ideas emanating from the exploration process.

Implementation Phase – The process of activating a decision or plan

PROJECT SCOPE

KEITH will provide the below services to assist the CLIENT and Project Team.

☒ **Survey**

- ☐ ALTA/NSPS
- ☒ Topography
- ☐ Boundary
- ☐ Tree
- ☐ Sketch and Description
- ☐ Construction Layout
- ☐ Construction As-Built
- ☐ Other _____

☒ **SUE**

- ☒ Horizontal Designation
- ☒ Location Services
- ☒ Utility Mapping
- ☐ Records Research
- ☐ Other _____

☐ **Planning Services**

- ☐ Due Diligence
- ☐ Platting
- ☐ Rezoning
- ☐ Conditional Use Permit
- ☐ Right of Way Vacation
- ☐ Site Plan Processing and Coordination
- ☐ Site Plan / Project Coordination
- ☐ Other _____

☒ **Civil Engineering Services**

- ☒ Paving, Grading and Drainage
- ☐ Water Distribution and Sanitary Sewer
- ☒ Erosion Control Plan
- ☒ Engineering Permitting
- ☒ Other: Subconsultants
(Geotechnical/Mechanical/ Electrical)

☐ **Transportation Engineering Services**

- ☐ Major Roadway
- ☐ Minor Roadway
- ☐ Drainage
- ☐ Maintenance of Traffic Plans
- ☐ Quality Control
- ☐ Other _____

☐ **Traffic Engineering Services**

- ☐ Traffic Impact Study
- ☐ Traffic Impact Statement
- ☐ Parking Study
- ☐ Pavement Marking and Signage
- ☐ Signalization
- ☐ Roadway Lighting
- ☐ Other _____

☐ **Landscape Architecture Services**

- ☐ Hardscape and Paving
- ☐ Fine Grading
- ☐ Landscape
- ☐ Irrigation
- ☐ Site Lighting
- ☐ Pools or Water Features
- ☐ Specialty Features
- ☐ Tree Inventory & Analysis
- ☐ Other _____

☐ **Construction/Program Management Services**

- ☐ Permitting
- ☐ Bidding Assistance
- ☐ Building Permit Coordination
- ☐ Construction Observation
- ☐ Construction Certification
- ☐ Other _____

It is assumed adequate service points already exist on-site or at the abutting site boundary or in the adjacent public right-of-way. No sewage pump station or offsite improvements or extensions, other than service connections, are anticipated under this Proposal.



DESCRIPTION OF SERVICES AND DELIVERABLES

SURVEY SERVICES

Task 101 Topographic Survey

The CONSULTANT shall prepare a Special Purpose Survey updating the existing survey (provided by the TOWN) within the project limits.

Right of Way ownership documentation shall be provided by the TOWN.

Elevations shall be obtained throughout the designated areas (John P. Lyons Ln/SW 31 Ave, from Carolina St to 730' south; Carolina St from SW 31 Ave west to the lake-outlined in green) at 25-foot intervals with obvious intermediate high and low areas included. Survey includes obtaining 4 sets of 3 additional elevation points, west of the west R/W line of SW 31 Ave, on SW 23 Lane, SW 23 Ter, SW 23 St. and SW 22 Ter.

CONSULTANT shall field locate all water meters, valve covers and accessible sanitary clean outs. Significant changes in the topography & surface features to the apparent right-of-way lines.

The pump station facility at the west end of Carolina St (lake) will be included in the Survey.

Storm and Sanitary structures shall be noted with the pipe invert elevation, diameter, material, and direction.

Finished Floor Elevations (exterior front entrance & garage floor) will be obtained within the project limits along SW 31st Av.

Survey shall be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD 1988);

The Survey shall conform to the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, F.A.C.

Task 102 Title Search (Not Included)

Title Search Services

The CLIENT will provide required Right of Way and easement ownership information.

If requested by the CLIENT, the CONSULTANT will prepare a written Expanded Scope Agreement to obtain Title information through an outside licensed Title search provider.

Task 103 Sketch & Descriptions for Easements

Sketch & Description Services – (Optional Services).

When determined to be required, the CONSULTANT shall prepare the sketch and description for the easement of the proposed stormwater pump station.

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

KEITH will follow ASCE Standard 38-02 – “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data” during the field and office operations for this project. The quality levels discussed below are defined within the standard. KEITH is to provide professional services associated with designation, location, and mapping of existing subsurface utilities as depicted in exhibit above (Phase I & Phase II). KEITH shall designate all known tone able and non-tone able utilities. Gravity systems, service



laterals, irrigation or overhead facilities are not included in this investigation.

Task 201 Horizontal Designation Services

KEITH will horizontally mark any known tone able and non-tone able underground utilities that are represented on as-built plans, above ground appurtenances, and other miscellaneous utility records (to be provided by TOWN). Conductive utilities will be marked on the surface utilizing active geophysical prospecting techniques in conjunction with electromagnetic equipment utilizing passive radio and audio frequencies. Known non-conductive utilities and/or structures will be marked on the surface utilizing Ground Penetrating Radar (GPR), above ground features, professional judgment, utility plats and/or as-builts. This task does not include identifying gravity systems, service laterals, irrigation, or overhead facilities unless specifically requested by the TOWN and included in the scope of services.

Task 202 Location Services (Includes Office Support)

KEITH will perform up to Fifteen (15) test holes at specific sites requested by the design engineer. Test holes will be utilized to expose utilities to minimize any potential for damage. Test holes performed will be of minimum size (usually 1' by 1'). Backfill of test holes will be performed utilizing the removed material, if suitable. Areas will be restored back as close as possible to their original condition. Installation of an identifiable above ground marker will be performed at each test hole location. Field markers will consist of a nail and disk in asphalt, or an iron rod and cap with survey stake in grassed areas. Test holes performed in the street will be patched using cold patch. The test hole number and utility will be identified on the ground or on the stake, as appropriate. A test hole summary report will be created providing coordinates, depth of cover, type, size, and material if applicable. Some of the test holes may need to be used to identify the existing water main being replaced to consider pipe bursting as a construction option. For pipe bursting the existing main must be a minimum of 3-ft deep, otherwise pipe bursting is not safe.

Subsurface Utility Engineering Conditions and Understandings

TOWN and/or their contractor is required by law to contact Sunshine State One Call of Florida forty-eight (48) hours in advance of any TOWN excavation. KEITH will not access confined spaces. If confined spaces need to be accessed for locating purposes, then the client will be notified, and further arrangements will be made for said access. Additional fees may be applicable. If additional MOT is required beyond the capability of KEITH's standard MOT operations, KEITH will notify the client. Additional requests outside the scope of services, when requested by client and/or client's representative, will be invoiced on an hourly basis. This proposal assumes site access is available and work can be performed between the hours of 7:30 AM and 5:00 PM Monday through Friday.

Task 203 Utility Mapping

KEITH will perform surveying services to collect the surface markings completed in Task 201 and Task 202 that mark the underground utilities. Survey of said markings shall be based on Real-Time Kinematic (RTK) GPS observations and referenced to the Florida State Plane Coordinate System (NAD83/11) and the National Geodetic Vertical Datum of 1929 (NGVD29). Survey of Horizontal Designations shall be delivered in a geo-referenced (NAD83/11) AutoCAD file. Survey of Location Services (Test Holes) shall be delivered in Excel in PNEZD format.

CIVIL ENGINEERING SERVICES

Task 401 Hydrologic and Hydraulic (H&H) Study / Preliminary Engineering

Hydrologic and Hydraulic (H&H) Study

KEITH will prepare a Hydrologic and Hydraulic (H&H) Study that will consist of at least three (3) scenarios identifying the existing and proposed hydrology and hydraulics for the level of event being mitigated. KEITH understands that per the RFQ the Town expects mitigation to satisfy the 25-year design storm



event. KEITH will develop these scenarios to determine the best and cost-effective solution to remedy the main issues/concerns.

The hydraulic model will Simulate/run the model for the various storm events (10-year/1-day, 25-year/3-day, 100-year/3-day). The model will be calibrated based on available storm and stage data. An "Existing Conditions Stormwater" Model for the project will be developed.

Preliminary Civil Engineering Design Plans

Based on the survey data, utility investigation performed and a field review of the site, the CONSULTANT shall prepare a preliminary engineering plan for up to three scenarios depicting the general alignment of the of the proposed stormwater infrastructure. The Preliminary Engineering plan will address the location of the existing utilities, the alignment and location of the proposed stormwater infrastructure.

The preliminary engineering plan shall include available existing utility information collected from various sources (Government Agencies, Utility providers etc.). From our Sunshine One Call, UAOs that may exist in the corridor include FPL, AT&T, TECO – Peoples Gas, Florida City Gas, Windstream Communication, American Traffic Solutions, Atlantic Broadband, Comcast Cable, Crown Castle, BCWWS Water Supply and the Town of Pembroke Park.

The CONSULTANT will submit the Preliminary Engineering Plan to the TOWN and FEMA for approval of the selected scenario prior to preparing Construction Documents for the selected scenario.

KEITH shall perform utility records research to assist in identifying utility owners that may have facilities within project limits and may be affected by the project. KEITH shall collect any applicable utility owner records for review and include on the plans.

The CONSULTANT shall attend one (1) coordination meeting with the TOWN to address review comments by the Town and/or FEMA.

The CONSULTANT shall prepare an updated construction cost estimate and make the changes to the design if needed.

The CONSULTANT shall provide an initial specification outline for Town review and approval.

Deliverables

1. Three (3) original hard copy sets and one (1) electronic set of the Hydrologic and Hydraulic (H&H) Study consisting of:
 - a. Preliminary Engineering Plans for each scenario.
 - b. Preliminary Stormwater Calculations for each scenario.
 - c. Preliminary Construct Cost Estimates for each scenario.
2. Meetings and Team Coordination –Under this task, the KEITH team will attend up to three (3) required in-person and/or virtual meetings with the Town, FEMA and/or design team. It is assumed all meetings will be in South Florida.
3. Initial specification outline.

Task 402 Design Development 90% Civil Design Documents

CONSULTANT shall prepare 90% engineering plans addressing all previous Town and/or FEMA comments for the proposed selected stormwater management improvements scenario that meets the requirements of the HGMP Agreement. The 90% plans will be permit level plans.

If the Town accepts these plans, the CONSULTANT shall use this set to submit to ALL permitting agencies at one time.

The CONSULTANT shall attend one (1) coordination meeting with the TOWN to address review comments.

The CONSULTANT shall prepare an updated construction cost estimate and make the changes to the



design if needed.

If necessary, the CONSULTANT shall provide an updated schedule as part of this submittal package for Town review and approval.

The CONSULTANT shall provide a specification package for Town review and approval.

The CONSULTANT shall provide a summary of permits status.

Deliverables:

1. Three (3) original sets of the 90% design package (24" x 36" plan sheets), together with one (1) electronic copy.
2. Final Stormwater Calculations as required.
3. One (1) copy of the updated Engineer's construction cost estimate.
4. One (1) copy of the specifications.
5. One (1) copy of summary of permits status.
6. Meetings and Team Coordination –Under this task, the KEITH team will attend one (1) required in-person and/or virtual meeting with the Town, FEMA and/or design team. It is assumed all meetings will be in South Florida.

Task 403 Final (100%) Civil Construction Documents

The CONSULTANT shall prepare 100% Construction Documents addressing all previous Town and permitting agency comments.

The CONSULTANT shall attend one (1) coordination meeting with the TOWN to address review comments.

The CONSULTANT shall provide the final Engineer's construction cost estimate.

The CONSULTANT shall provide the final specification package.

The CONSULTANT shall provide the final summary of permits and permit book.

Deliverables:

1. Three (3) original sets of the 100% Final Design Documents package (24" x 36" plan sheets) signed and sealed, together with one (1) electronic copy.
2. One (1) copy of the Final Engineer's construction cost estimate.
3. One (1) copy of the Final specifications.
4. One (1) copy of the Final summary of permits and permit book.
5. Meetings and Team Coordination –Under this task, the KEITH team will attend one (1) required in-person and/or virtual meeting with the Town, FEMA and/or design team. It is assumed all meetings will be in South Florida.

Task 404 Engineering Permitting

KEITH shall attend required pre-application meetings with agencies having jurisdiction over the facilities designed by KEITH, and prepare and submit the permit applications for construction improvements and process them through the following applicable regulatory agencies from the list below:

- Town of Pembroke Park - Engineering and Utilities Departments Plan Approval.
- Broward County Traffic & Engineering Dept. (BCTED) - Pavement Marking/Signage Plan Approval.
- Broward County Environmental Protection and Growth Management Department (BCRED) – Environmental Resource Permit and Surface Water Management.
- South Florida Water Management District (SFWMD) – Environmental Resource Permit.



- Florida Department of Environmental Protection (FDEP) – Environmental Resource Permit. (If required)
- Florida Department of Transportation (FDOT) – Drainage Connection Permit.
- United States Army Corps of Engineers (USACE) – Environmental Resource Permit. (If required)

If other permits are required, KEITH shall process an expanded scope agreement.

KEITH understands that at the completion of Phase 1 we will need to provide copies of all FDEP, BCEPGMD and/or SFWMD permits to FEMA and all conditions carefully considered in the final design plans and future Phase 2 project implementation/construction.

Deliverables

1. Permit applications and submittal documents required for above listed regulatory agencies for the listed project improvements.

GEOTECHNICAL ENGINEERING SERVICES (Subconsultant)

Task 901 Geotechnical Exploration and Report (Subconsultant)

Refer to Exhibit B – Universal Engineering Sciences (UES) (Sub-Consultant) Geotechnical Exploration Services Scope and Fees.

Underground utility clearance will be required prior to commencing the drilling of the SPT borings. Therefore, UES will contact "Sunshine One-Call" Service to obtain underground public utility clearance. UES requests to be notified of the location of any existing private underground utilities and/or structures in the exploratory area prior to the field work. UES will not be responsible for private and/or public underground utilities and/or structures not identified to the field crews.

The purpose of the services on this project is to explore the subsurface soil/rock conditions and provide foundation recommendations of soil engineering parameters to be used in evaluation of the site for the proposed construction.

The geotechnical exploration and report shall include the following at a minimum:

1. Perform three (3) standard penetration test (SPT) borings. The borings will be completed to depths of 30 feet below existing grade, utilizing a truck or track mounted drilling equipment. The SPT borings will be used as an investigative tool.
2. A software-generated and plotted log of each boring will be prepared.
3. Prepare a site plan showing the approximate test locations.
4. Summarize the activities on this project in the form of a Geotechnical Report which will include test procedures used, data collected, evaluation of subsurface soil conditions, and engineering recommendations for the proposed construction.
5. Provide recommended site preparation procedures and imported fill requirements.

Please Note: This estimate is based on the site being accessible to a truck or track-mounted drilling equipment. If this is not the case, revisions will need to be made to this estimate to accommodate mobile drilling equipment or heavy-equipment to access boring locations. Note that Maintenance of Traffic (MOT) may be needed to complete the fieldwork requested and is not included in the lump sum price given above.

UES will not exceed the fee stated above unless the encountered soils are significantly different than those anticipated, the site is not accessible to truck mounted drilling equipment and/or if the report will require



additional hours for engineering analysis due to the encountered soils being significantly different than those anticipated.

We have assumed the site is accessible to our personnel and truck-mounted drill rig and that you will provide the right of access. If the site cannot be accessed with the use of a truck-mounted drill rig, an additional fee will be required for specialty drilling equipment (track-mounted rig, mud bug, amphibious equipment, etc.).

The additional services and their cost shall be negotiated.

ADD ALTERNATE # 1 – EXFILTRATION TESTS

If needed, UES can perform three (3) or more exfiltration tests to a depth of 6 feet during the same mobilization of our geotechnical exploration. If requested, this option can be selected as an add alternate for an additional cost of \$400 per exfiltration test. Constant head test procedures suggested by South Florida Water Management District (SFWMD) will be performed. The soils permeability / conductivity, K, values will be included as part of the geotechnical report.

Deliverables:

1. One (1) digitally signed and sealed copy of the Geotechnical Report.
2. Six (6) copies signed and sealed of the Geotechnical Report.

MECHANICAL AND ELECTRICAL ENGINEERING DESIGN SERVICES (Subconsultant)

Refer to Exhibit C – ME Engineering, Inc. (ME) (Sub-Consultant) Mechanical and Electrical Engineering Services Scope and Fees.

Mechanical

Design proper mechanical ventilation including fans and louvers for each control structure. Ventilation requirements will be determine based on Mechanical Florida Building Code and will consider all equipment located inside room.

Each Task (location) will be issued as one permit package. Both stations will be designed in parallel and submitted for permit simultaneously.

Electrical

Complete Electrical design according to National Electrical Code (NEC) and Miami Dade Standards. Each station will include providing power for new pumps, a Control Panel as per Miami Dade standards, a Remote Terminal Unit (RTU) with radio and antenna. RTU to be compatible with Town's Master Station. Each location design will include a connection for portable standby generator along with an Automatic Transfer Switch properly sized to handle station load and to comply with NFPA requirements. Each station will include sensors (ultrasonic and/or radar) connected to RTU. Design will include coordination with FPL to determine service availability (preferably 480 volt, 3 ph.) as well as available fault current to properly specify equipment short circuit rating. Extensive coordination with manufacturer will be required.

All mechanical and electrical design will comply with Miami-Dade County and Town of Pembroke Park standards.

Task 1001 Preliminary (50%) Mechanical and Electrical Engineering Design

Conduct engineering site visits: ME Engineering Consultant will verify existing conditions. ME Engineering will gather all required information in order to proceed with design phase.

Produce preliminary drawings including main findings, assessments, recommendations and develop engineer's opinion of probable cost and technical specifications outline.



Task 1002 Design Development 90% Mechanical and Electrical Design Documents

Develop 90% completion design permit ready plans. Develop Technical Specs applicable to project scope. Address prior 50% preliminary submittal comments. Submit digitally signed and sealed plans (Permit Set) to prime consultant.

Task 1003 Final (100%) Mechanical and Electrical Construction Documents

Completion of 100% design ready for permit plans. Develop Technical Specifications applicable to project scope. Entire package will include 90% submittal comments. Submit digitally signed and sealed plans (Permit Set) to Prime Consultant.

Task 1004 Permitting Assistance

Respond to City Comments.

STRUCTURAL ENGINEERING SERVICES (Subconsultant)

It is anticipated that the Pump Station structure, the control panel slab, and the control structure will be based per FDOT or other local standards. If during design it is deemed that any structures exceed the depth of 12', they will require to be designed by a Professional Structural Engineer and will be addressed with a supplemental additional services agreement.



SCHEDULE

Table 1 Schedule Estimate of Engineering Services

TASK	DURATION
Task 101 Topographic Survey	1 Month
Task 103 Title Search (by Title Company – Subconsultant)	Not Included
Task 104 Sketch & Descriptions for Easements	1 Month
Task 204 Horizontal Designation Services	Concurrent with Task 401
Task 205 Location Services	Concurrent with Task 402
Task 206 Utility Mapping	Concurrent with Task 101
Task 401 Hydrologic and Hydraulic (H&H) Study / Preliminary (50%) Civil Engineering	2 Months
Task 402 Design Development (90%) Civil Design Documents	1 Month
Task 403 Final (100%) Civil Construction Documents	1 Month
Task 404 Engineering Permitting	2 to 3 Months
Task 901 Geotechnical Exploration and Report (Subconsultant)	Concurrent with Task 101
Task 1001 Preliminary (50%) Mechanical & Electrical Engineering (Subconsultant)	Concurrent with Task 401
Task 1002 Design Development (90%) Mechanical & Electrical Design Documents (Subconsultant)	Concurrent with Task 402
Task 1003 Final (100%) Mechanical & Electrical Construction Documents (Subconsultant)	Concurrent with Task 403
Task 1004 Permitting Assistance Mechanical & Electrical Construction Documents (Subconsultant)	Concurrent with Task 404
Total Project Duration	9 Months

Schedule Disclaimer:

Considering the ongoing outbreak of the Coronavirus 2019 (COVID-19), KEITH remains fully committed to pursuing the completion of our work in a safe, diligent, and reasonable manner under the current circumstances based on the schedule provided. It is possible that we will encounter certain delays because of this pandemic. Potential impacts may include, but are not limited to, labor shortages due to mandated quarantine regulations, material shortages and significant delays in lead times because of factory closings across the globe. We will continue to monitor the situation and advise of any delays resulting from the impacts of the current worldwide health scenario.





BILLING INFORMATION FORM

Project Name: _____

Project Location: _____

Client Job/P.O Number: _____

CLIENT BILLING INFORMATION

Company: _____

Attention: _____ Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email (for invoicing): _____

SPECIAL BILLING INSTRUCTIONS:

PROPERTY OWNER IDENTIFICATION: (If other than above)

Name: _____

Address: _____

Phone: _____ Email: _____

GENERAL TERMS AND CONDITIONS

I. COMPENSATION

A) Payments and Invoicing:

Invoices will be submitted by CONSULTANT to CLIENT monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of such invoice will be due upon presentation. CONSULTANT'S standard invoice format shall apply, and such format shall be acceptable to CLIENT for payment, unless otherwise agreed to in writing hereunder. Invoices shall be submitted monthly based on a percentage completed for lump sum contracts. On a Time and Material contract, invoices shall be submitted in accordance with our current professional service fee schedule as seen on "Exhibit A" attached.

In the event of any dispute concerning the accuracy of content of any invoice, CLIENT shall within seven (7) days from the date of said invoice, notify CONSULTANT in writing stating the exact nature and amount of the dispute. Any invoice that is not questioned within seven (7) days shall be deemed due and payable. In the event an invoice or portion of an invoice is disputed within seven (7) days, CLIENT shall be obligated to pay the undisputed portion of the invoice as set forth in below.

If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty (30) days from the date of invoice, CONSULTANT may, apply the retainer to the unpaid balance of the account and/or suspend services under this Agreement until the account has been paid in full. There will be a fee charged for suspended work, which will be negotiated when work is resumed.

In the event any invoice or any portion thereof remains unpaid for more than forty-five (45) days following the invoice date, CONSULTANT may, initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorneys' fees and costs.

The invoices referenced above, will be sent in accordance to the information as reflected on the "Billing Information Form" attached hereto.

PAYMENT DELAY: If the CONTRACTOR has received payment from the OWNER and if for any reason not the fault of KEITH (the SUBCONTRACTOR) does not receive a progress payment from the CONTRACTOR within seven (7) days after the date such payment is due; the SUBCONTRACTOR, upon giving an additional seven (7) days written notice to the CONTRACTOR, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to the SUBCONTRACTOR has been received. The Subconsultant Amount and Time shall be adjusted by the amount of the SUBCONTRACTOR'S reasonable and verified cost of shutdown, delay and startup, which shall be affected by an appropriate Subcontractor Change Order.

B) Reimbursable Expenses:

CONSULTANT shall be reimbursed at actual cost incurred, plus a 10% carrying charge. Reimbursable expenses shall include but not be limited to the following items.

- A. Cost of black and white or color copies for drawings, specifications, reports, cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.
- B. Travel associated with the project, including, but not limited to, mileage (standard IRS rate), business or first-class airfare, automobile rental, hotel and meals.
- C. Cost of postage and shipping expenses, including courier services.
- D. Cost for advertising, special models, renderings or other promotional materials not outlined in the scope of services

C) Additional Services:

The undertaking by CONSULTANT to perform professional services defined within this Agreement extends only to those services specifically described herein. No other services, whether they may be interpreted as related, incidental or implied, shall be considered to be included in the scope of work of this proposal. If upon request of CLIENT, CONSULTANT agrees to perform additional services hereunder, CLIENT shall be obligated to pay CONSULTANT for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with CONSULTANT'S current professional fee schedule, plus reimbursable expenses as incurred by CONSULTANT, unless a lump sum addendum to Agreement is executed by the parties to this Agreement which addresses the additional services.

Additional services shall include revisions to work previously performed that are required due to a change in the data or criteria furnished to CONSULTANT, a change in the scope or concept of the project initiated by CLIENT, or services that are required by changes in the requirements of public agencies after work under this Agreement has commenced.

If the preceding scope of services includes public agency permitting, our quoted fees/hours include services to respond to the agency's first RAI (Request for Additional Information). Additional agency requests or requirements shall be considered an increase to our scope of services.



II. PROVISIONS RELATIVE TO THE SERVICES RENDERED

A) Re-use of Documents:

All original documents, including, but not limited to, drawings, sketches, specifications, maps, as-built drawings, reports, test reports, etc., that result from CONSULTANT'S services pursuant or under this Agreement remain the sole property of CONSULTANT and are not intended or represented to be suitable for re-use by CLIENT or others.

CLIENT may, at their expense, obtain a set of reproducible copies of any maps and/or drawings prepared for them by CONSULTANT, in consideration of which CLIENT agrees that no additions, deletions, changes or revisions shall be made to same without the express written consent of CONSULTANT. Any re-use without written verification of adaptation by CONSULTANT mandates that CLIENT indemnify and hold CONSULTANT harmless from all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting there from.

Photographs of any completed project embodying the services of CONSULTANT provided hereunder may be made by CONSULTANT and shall be considered as its property and may be used for publication.

B) Performance:

CONSULTANT shall not be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation or by subcontractors, or any other similar cause or causes beyond the reasonable control of CONSULTANT. Time of performance of CONSULTANT'S obligations hereunder shall be extended by time period reasonably necessary to overcome the effects of such force majeure occurrences.

C) Professional Standards:

All work performed by CONSULTANT will be in accordance with its professional standards and in accordance with all applicable government regulations. CONSULTANT will exercise its best efforts to obtain all governmental approvals contemplated under this Agreement. However, CONSULTANT does not warrant or represent that any government approval will be obtained.

Unless the Scope of Services of this Agreement includes an investigation into the applicable land use, zoning and platting requirements for the Project, CONSULTANT shall proceed on the assumption that the Project as presented by CLIENT, is in accordance with all applicable governmental regulations.

Technical Limitations for all Sub Surface Utility Coordination

Services will be provided with due diligence and in a manner consistent with standards of the subsurface utility locating industry. Every reasonable effort will be made to locate all utility systems of interest whether indicated on record plans available to us or not. However, no guarantee can be made that all existing utility systems can be detected, located or exposed. It may not be possible to detect utilities without prior knowledge, such as systems that are not depicted on record prints available to us. Typically, the horizontal location effort will include electromagnetic induction, power source detection, and ground penetrating radar (GPR). Electromagnetic induction is a method in which a transmitted signal is applied to a metallic target. If the target is metallic and unbroken, the target can be traced and a receiver at the surface is used to detect the transmitted signal. If the signal cannot be applied directly to the target, induction may be produced from the surface. In this scenario bleed-off of the transmitted signal to an adjacent facility is possible, sometimes resulting in erroneous information. PVC, HDPE, concrete pipe and other non-metallic facilities cannot be located by electromagnetic methods. Power source detection is a technique used to locate naturally occurring magnetic fields that exist around cables while generating a signal (electric, telephone, CATV for example). Ground penetrating radar (GPR) is available to assist in locating non-metallic utilities and other facilities that are unidentifiable using traditional electromagnetic techniques. The accuracy of these techniques is subject to the limitation of the available technology and certain factors and field conditions beyond our control, such as the size, depth and conductivity of the target, the site conditions and access, soil conditions, depth to water table and the existence of adjacent buried materials and debris. The targeting of subsurface utilities, although highly reliable, is expressly understood to represent an approximate location of the facility marked on the ground surface. Facilities located from the surface are usually found within two feet of the surface mark. Once a possible facility has been located from the surface, vacuum excavation services should be used to visually verify and to provide the accurate horizontal location and vertical measurements (a test hole). Vacuum excavation techniques are used to provide a cost-effective service that causes minimal disturbance to the site, the utility, vehicle traffic, and is acceptable to the permitting agencies. The size of the test hole excavation is kept to a minimum, in most cases the nominal size of a test hole is 8" x 8". This service represents the best available data on subsurface utilities given a cost-effective investigation using air/vacuum excavation. Visual verification in the test hole below the water table is not possible. An air lance probe can be used in these instances to a reasonable depth of approximately 6 feet, although results to greater depths may be possible. The bottom of the utility pipe and conduit is sometimes not directly available and, in most cases, can be derived from the crown of the pipe and the pipe diameter. Pipes with a diameter of 16" or less can usually be determined by exposing a portion or the entire pipe as needed. If pipe diameter is critical on pipe facilities greater than 16", additional test holes may be required to obtain both edges. The bottom depth of multiple conduit and encased duct banks is determined by excavating down one edge of the utility. Additional test holes are needed to accurately document edges, configuration and top and bottom depths. Conditions under multiple or encased duct bank facilities cannot be excavated and therefore the existence of another facility cannot be confirmed. It is important to remember that the bottom edge of the facility may not represent its lowest point, and the shape or configuration of the facility may not be the same on both sides. Locating underground utilities is not an exact science. The reporting of a negative result (no facility found) should not be used as a positive determination that the subject area is clear of all facilities or that the facility does not exist. CLIENT shall hold harmless and indemnify KEITH against any losses because of limitations within the equipment, but not against negligence on the part of KEITH. Use of this service does not relieve interested parties from their responsibility to make required notification prior to excavation, nor does it relieve utility owners of their responsibility to mark the location of their facilities. KEITH will not be responsible for damage caused by others.



KEITH will not be responsible for utilities that cannot be located with the equipment and techniques provided, or those located underneath other utilities. If records research is not part of the scope of services, the utility owner's marks will be used to identify the utility. KEITH will not be responsible for correcting mistakes made by other locators. Where vacuum excavation services are used, and no utility is found at the mark provided by the utility at a depth of 5 feet, the excavation will be backfilled, referenced and invoiced as one test hole.

D) Opinions of Cost:

Since CONSULTANT does not have control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder, including, but not limited to, opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified CONSULTANT, familiar with the construction industry. CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If, at any time, CLIENT wishes greater assurance as to the amount of any cost, CLIENT shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by CLIENT will be paid for as additional services hereunder by CLIENT.

If the services under this Agreement continue for a period of more than one (1) year from the notice to proceed, CONSULTANT shall be entitled to renegotiate the terms of this Agreement. CONSULTANT shall not be bound under this Agreement if modifications to the terms contained herein are made without the written consent of CONSULTANT (such consent to be signified by CONSULTANT'S initials next to each modification, and if a fully executed copy hereof is not received from CLIENT by CONSULTANT on or before sixty (60) calendar days from the date of execution by CONSULTANT.

E) Termination:

This Agreement may be terminated by either party upon seven (7) days written notice in event of the substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For the purpose of this Agreement, the failure to pay any invoice submitted by CONSULTANT within sixty (60) days of the date of said invoice, shall be considered a substantial failure on behalf of CLIENT. In the event of any termination, CONSULTANT shall be paid for all services rendered to the date of termination including all reimbursable expenses.

F) Liability:

CONSULTANT is protected by Workmen's Compensation Insurance, Professional Liability Insurance and by Public Liability Insurance for bodily injury and property damage and will furnish certificates of insurance upon request. CONSULTANT agrees to hold CLIENT harmless from loss, damage, injury or liability arising solely from the negligent acts or omission of CONSULTANT, its employees, agents, subcontractors and their employees and agents, but only to the extent that the same is actually covered and paid under the foregoing policies of insurance. If CLIENT requires increased insurance coverage, CONSULTANT will, if specifically directed by CLIENT, secure additional insurance obtained at CLIENT'S expense.

CLIENT agrees that CONSULTANT'S aggregate liability to CLIENT and all construction and professional contractors and subcontractors employed directly or indirectly by CLIENT on the Project, due to or arising from CONSULTANT'S services under this Agreement or because of the relation hereby of CONSULTANT, its agents, employees or subcontractors, or otherwise, is and shall be limited to CONSULTANT'S total fees under this Agreement or \$50,000.00 whichever is greater. In no event shall CONSULTANT be liable for any indirect, special or consequential loss or damage arising out of the services hereunder including, but not limited to, loss of use, loss of profit, or business interruption whether caused by the negligence of CONSULTANT or otherwise.

CLIENT agrees that CONSULTANT shall have no liability to CLIENT, or to any person or entity employed directly or indirectly by CLIENT in the project for damages of any kind from services rendered by CONSULTANT relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing of pollutants, whether or not, caused by the negligence of CONSULTANT.

NO INDIVIDUAL LIABILITY. IN ACCORDANCE WITH FLORIDA STATUTE SECTION 558.0035, ANY CLAIMS ARISING OUT OF THIS AGREEMENT OR ANY ACTS, OMISSIONS OR NEGLIGENCE OF ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT OR ANY OTHER DESIGN PROFESSIONAL EMPLOYED BY CONSULTANT, INCLUDING BUT NOT LIMITED TO DESIGN PROFESSIONALS WHO MAY SIGN AND SEAL DOCUMENTS RELATED TO THE SERVICES, SHALL ONLY BE ASSERTED AGAINST CONSULTANT AND NOT AGAINST ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT OR INDIVIDUAL DESIGN PROFESSIONAL. AS REQUIRED BY FLORIDA STATUTE SECTION 558.0035, NO INDIVIDUAL DESIGN PROFESSIONAL IS A PARTY TO THIS AGREEMENT.



G) Litigation:

In the event litigation in any way related to the services performed hereunder is initiated between CONSULTANT and CLIENT, the non-prevailing party shall reimburse the prevailing party for all of its reasonable attorney's fees and costs related to said litigation.

III. CLIENT'S OBLIGATIONS:

CLIENT shall provide CONSULTANT with all data, studies, surveys, plats and all other pertinent information concerning the Project. CLIENT shall designate a person to act with authority on CLIENT'S behalf with respect to all aspects of the Project. CLIENT shall be responsible for all processing fees or assessments required for the completion of the Project. CLIENT shall provide CONSULTANT access to the Project site at reasonable times upon reasonable notice.

IV. GENERAL PROVISIONS:

A) Persons Bound by Agreement:

The persons bound by this Agreement are CONSULTANT and CLIENT and their respective partners, successors, heirs, executors, administrators, assigns and other legal representatives. This Agreement and any interest associated with this Agreement may not be assigned, sublet or transferred by either party without the prior written consent of the other party, such consent not to be unreasonably withheld. Nothing contained herein shall be construed to prevent CONSULTANT from employing such independent consultants, associates and sub-consultants as CONSULTANT may deem appropriate to assist in the performance of the services hereunder. Nothing herein shall be construed to give any rights or benefits arising from this Agreement to anyone other than CONSULTANT and CLIENT.

B) No Waiver or Modifications:

No waiver by CONSULTANT of any default shall operate as a waiver for any other default or be construed to be a waiver of the same default on a future occasion. No delay, course of dealing or omission on the part of CONSULTANT in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by CONSULTANT of any right or remedy shall preclude any other or further exercise of any right or remedy.

This Agreement, including all requests for additional services placed hereunder, express the entire understanding and agreement of the parties with reference to the subject matter hereof, and is a complete and exclusive statement of the terms of this Agreement, and no representations or agreements modifying or supplementing the terms of this Agreement shall be valid unless in writing, signed by persons authorized to sign agreements on behalf of both parties.

C) Governing Laws or Venue:

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation shall be Broward County, Florida.



EXHIBIT A PROFESSIONAL SERVICE FEE SCHEDULE

	<u>Hourly Rate</u>
Project Executive	\$ 350.00
Expert Witness.....	\$ 500.00
Government Liaison.....	\$ 400.00
Senior Project Manager	\$ 225.00
Project Manager III	\$ 175.00
Project Manager II	\$ 140.00
Project Manager I	\$ 120.00
Assistant Project Manager.....	\$ 100.00
Senior Traffic Engineer	\$ 175.00
Traffic Engineer	\$ 125.00
Engineer III	\$ 110.00
Engineer II	\$ 100.00
Engineer I	\$ 90.00
Senior Construction Manager	\$ 180.00
Construction Manager	\$ 150.00
Engineering Inspector III.....	\$ 125.00
Engineering Inspector II.....	\$ 100.00
Engineering Inspector I.....	\$ 90.00
Chief Surveyor	\$ 175.00
Senior Surveyor & Mapper	\$ 150.00
Project Surveyor II	\$ 125.00
Project Surveyor I	\$ 110.00
Technician III	\$ 100.00
Technician II	\$ 90.00
Technician I	\$ 80.00
Senior Planner	\$ 140.00
Planner II	\$ 120.00
Planner I	\$ 100.00
Senior Landscape Architect.....	\$ 150.00
Landscape Architect	\$ 135.00
Arborist	\$ 140.00
Landscape Designer III.....	\$ 125.00
Landscape Designer II.....	\$ 100.00
Landscape Designer I.....	\$ 90.00
Chief Utility Coordinator.....	\$ 160.00
Senior Utility Coordinator.....	\$ 140.00
Utility Coordinator	\$ 100.00
Subsurface Utility Location Manager.....	\$ 140.00
Subsurface Utility Field Supervisor.....	\$ 90.00
Utility Designating/GPR	\$ 200.00
Survey Crew IV.....	\$ 160.00
Survey Crew III	\$ 130.00
Survey Crew II	\$ 110.00
Survey Crew I	\$ 90.00
Survey Static Laser Scanning	\$ 250.00
Survey Terrestrial Mobile LiDAR	Per Project
Survey Drone Photos.....	\$ 200.00
Impervious Coring >8"	\$ 150.00/Each
Vacuum Excavation Test Hole (Pervious Surface)	\$ 350.00/Each
Vacuum Excavation Test Hole (Impervious Surface).....	\$ 450.00/Each
Administrative Assistant II	\$ 80.00
Administrative Assistant I	\$ 60.00

Effective 01/01/2021



EXHIBIT B

<u>Direct Expenses</u>	<u>Cost per Unit</u>
Photographic Copies	
Color Copies	
a) 8.5" x 11"	\$ 1.00
b) 8.5" x 14 or 11"x 17"	\$ 2.00
c) 24"x 36"	\$18.00
Black & White Copies	
a) Any Size up to 11"x17"	\$ 0.15
b) 24"x 36" Blackline	\$ 2.00
c) 30" x 42" Blackline	\$ 2.00
d) 24"x 36" Mylar	\$15.00
Laminating/Transparency Film Covers	\$ 2.00
Display Boards	
Mounted (Foam) 30"x 40"	\$42.00
Mounted (Foam) 40"x 60" and larger	\$70.00
3 Ring Binders 1"	\$ 1.00
Dividers (Tabs) Set of 10	\$ 0.80
Acco/GBC Binding	\$ 1.50
Facsimiles	\$ 2.00
Overnight Packages	per service
Courier & Delivery Services	per service
Postage: 1st Class	Current US Postal rate
Mileage:	Current IRS Standard Mileage rates

Any other expenses will be billed at cost plus 10% carrying charge.

****NOTE:** Typical other reimbursable expenses include travel, lodging, and meals when traveling on CLIENT'S behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.

Effective 01/01/2021



COMPENSATION

Table 2 Budget Estimate of Engineering Services

TASK	FEE
Task 101 Topographic Survey	\$20,000.00 (KEITH LUMP SUM)
Task 102 Title Search (by Title Company – Subconsultant)	Not Included
Task 103 Sketch & Descriptions for Easement (Optional Service)	\$1,050.00 (KEITH LUMP SUM)
Task 204 Horizontal Designation Services	\$10,000.00 (KEITH LUMP SUM)
Task 205 Location Services: (15 Test Holes @ \$550/each includes office support)	\$10,000.00 (KEITH LUMP SUM)
Task 206 Utility Mapping	\$5,000.00 (KEITH LUMP SUM)
Task 401 Hydrologic and Hydraulic (H&H) Study / Preliminary (50%) Civil Engineering	\$40,000.00 (KEITH LUMP SUM)
Task 402 Design Development (90%) Civil Design Documents	\$21,000.00 (KEITH LUMP SUM)
Task 403 Final (100%) Civil Construction Documents	\$15,000.00 (KEITH LUMP SUM)
Task 404 Engineering Permitting	\$18,500.00 (KEITH LUMP SUM)
Task 901 Geotechnical Exploration and Report (Subconsultant) With (\$400/exfiltration tests x 3 tests)	\$4,580.00 (UES LUMP SUM)
Task 1001 Preliminary (50%) Mechanical & Electrical Engineering (Subconsultant)	\$15,534.00 (ME LUMP SUM)
Task 1002 Design Development (90%) Mechanical & Electrical Design Documents (Subconsultant)	\$8,429.00 (ME LUMP SUM)
Task 1003 Final (100%) Mechanical & Electrical Construction Documents (Subconsultant)	\$5,384.00 (ME LUMP SUM)
Task 1004 Permitting Assistance Mechanical & Electrical Construction Documents (Subconsultant)	\$2,600.00 (ME LUMP SUM)
TOTAL FEE	\$177,077.00
DIRECT EXPENSES	\$2,100.00
GRAND TOTAL	\$179,177.00

If you concur with the foregoing as well as the attached General Terms and Conditions dated July 30, 2021 and wish to direct us to proceed with the aforementioned work, please execute the agreement in the space provided and return same to the undersigned with the required retainer.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT
 KEITH

As to CLIENT
 Mr. Robert Clark
 Town of Pembroke Park

 Stephen D. Williams, P.E.
 Vice President

Signature: _____
 Print Name: _____
 Title: _____
 DATED: _____

DATED: _____



RESOLUTION NO. 2022 -003

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AN AMENDMENT TO THE SITE DEVELOPMENT PLAN FOR APPLICATION 21-SP-05 LOCATED AT 3195 WEST HALLANDALE BEACH BOULEVARD; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 20-16 of the Town of Pembroke Park (the “Town”) Town Code (the “Code”) provides that, “No building or structure shall be erected or altered or any change of use consummated nor shall any building permit be issued therefor unless or until a site development plan for such building, structure or use shall have been approved by the Town Commission.”; and

WHEREAS, the Planning and Zoning Board (“P & Z Board”) reviewed the amendment to the Site Development Plan for application 21-SP-05 application located at 3195 West Hallandale Beach Boulevard at their April 6, 2022, meeting; discussed the matter; and voted to recommend approval of the amendment to the Site Development Plan, subject to any conditions recommended by the Town Planner; and

WHEREAS, the Town Commission desires approve the amendment to the Site Development Plan application subject to any conditions set forth by the Town Planner.

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

Section 1: The Site Development Plan amendment for application 21-SP-05 located at 3195 West Hallandale Beach Boulevard is approved subject to any conditions set forth by the Town Planner.

Section 2: 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 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 13th day of April, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



TO: Planning and Zoning Board

FROM: Heidi Siegel, AICP, Town Planner

MEETING DATE: April 6, 2022

SUBJECT: Site Development Plan Amendment / 21-SP-05 (REV)
3195 West Hallandale Beach Boulevard / Seneca Town Center

APPLICANT: Hallandale Land Trust LLC / Southeast Investments, Inc

SITE DATA

Property Folio ID:	514220170073
Owner/Agent:	Hallandale Land Trust LLC / Southeast Investments, Inc
Land Use Designation:	Commercial
Adjacent Land Use Designation:	North: Industrial
	East: Medium High Residential
	South: Commercial
	West: Commercial
Zoning Designation:	B-1 Business District / Ordinance 03-06-03
Adjacent Zoning Designation:	North: M-1
	East: RM-25
	South: B-1
	West: B-1

PREVIOUS APPROVALS

- Site Development Plan
 - Planning and Zoning Board October 21, 2021
 - Town Commission December 15, 2021

PROJECT BACKGROUND

The Planning and Zoning Board and Town Commission previously approved the development

of approximately 6.22 acres of commercial uses including a gasoline station, fast-food restaurant, drive-in bank/medical office/retail, and self-storage. The applicant wishes to amend the site plan to remove the "fast-food restaurant and drive-in bank/medical office/retail" uses and introduce a medical (hospital) use. The proposed amendments do not impact the proposed improvements to SW 32 Avenue and turn lanes from Hallandale Beach Blvd into the site. These improvements will be coordinated through Broward County and the Florida Department of Transportation.

The proposed amendments were reviewed by the Town's Development Review Committee that includes the Town Planner, Town Engineer, the Building Official and BSO Fire Prevention. The project was found to be substantially compliant with the Town's regulations and ordinances. The review included required water and sewer service and was found to be adequate. A final determination of concurrency will be made at the time of building permit. The project will be required to pay impact fees at the time of building permit.

PROJECT ANALYSIS

The proposed amendment removes the "fast-food restaurant and drive-in bank/medical office/retail" uses and introduce a medical (hospital) use. Per the applicant the hospital will be a private hospital. Patients will not be transported to the hospital by ambulance, but an ambulance or medical transport vehicle may pick up a patient at the facility. The hospital will be located between the approved Wawa and self-storage.

Comprehensive Plan and Zoning Analysis

The subject property has a Land Use designation of "Commercial". The proposed use meets the intent of the Commercial designation.

The underlining zoning district for Parcel B is B-1 Business District. The subject site is located within the Seneca Plat Parcel B ("Parcel B"). Permitted uses within Parcel B are governed by Ordinance 03-06-03. The ordinance includes permitted uses, uses requiring a Special Permit and prohibited uses. A hospital use is listed as a permitted use.

Site Zoning Requirements

The maximum height allowed on the site is 100 feet. The proposed height of the hospital is 45 feet. The proposed building meets the required setbacks.

Use	Required Front Setback	Provided Front Setback	Required Street Side Setback	Provided Street Side Setback	Required Side Setback	Provided Side Setback	Required Rear Setback	Provided Rear Setback
Hospital	10 feet	85.5	10 feet	N/A	10 feet	N/A	10 feet	79.9 feet

Due to the setbacks provided, the pedestrian traffic along the corridor, and the mass transit routes adjacent to the site, Staff requested pedestrian access to the site and between the hospital and the gasoline station to the west to be enhanced.

The applicant is proposing landscaping that meet the Town's requirements and enhances the site. The site is fully landscaped along the perimeter and within the site including the rear of the site where it joins the existing Seneca Industrial Park.

Architecture

Section 5-103(p) of the Code of Ordinances addresses building design in the Town. A relatively wide variety of architectural designs and materials are permitted. However, it is intended that a basic harmony of architecture shall prevail so that no building shall detract from the attractiveness of the overall environment. Within nonresidential zoning districts (commercial and industrial), box-like buildings will be strongly discouraged. Sloped rooflines are strongly encouraged such as gable, hip or mansard. Sloped roof surfaces visible from off-site shall be covered with architectural materials such as flat or standing seam metal panels, shingles or roof tiles.

The applicant has worked closely with the Town Planner to achieve an architectural style that is cohesive throughout the site. Using the gas station signature architectural style as inspiration the proposed building has a "coastal Florida" style that includes varying building planes, horizontal siding and hipped roofs.

Right-Of-Way and Site Access

Access to the site is provided through two proposed dedicated turn lanes on westbound Hallandale Beach Boulevard. Additionally, there is access to the site from Seneca Boulevard and to the rear of the site. Site access has been coordinated through the Florida Department of Transportation due to their jurisdiction over West Hallandale Beach Boulevard and Staff agrees with the proposed access. Additional site access improvements include changes to southbound Seneca Boulevard (private property) at the intersection. The applicant will construct an additional travel lane so that southbound traffic has a dedicated left turn-lane, a dedicated right-turn lane, and a dedicated southbound lane.

Plat

The current plat note restricts Parcel B to 160,000 square feet of commercial uses. The subject site is part of Parcel B. Prior to the proposed development there are 18,439 gross square feet of commercial uses in Parcel B. The proposed development on site with the proposed hospital, gasoline station and self-storage is 158,504 square feet. This will result in the proposed total build out of Parcel B at 176,943 square feet which exceeds the maximum provided for by the plat note. The applicant will require a plat note amendment prior to approval of a building permit and this plat note amendment should be a condition of the approval.

Traffic Impact Study

As part of the amended site development plan the applicant provided a modified Traffic Impact Study. The Traffic Impact Study details the projected vehicle trip the proposed uses on site will generate. The proposed hospital use will have less of an impact than the previously proposed fast-food restaurant and retail building. The report was reviewed by the Town's Traffic Engineer Consultant, and it was determined that the proposed project will not degrade the level of service on Hallandale Beach Boulevard or Seneca Boulevard. The existing turn lanes at the intersection of Hallandale Beach Boulevard and Seneca Boulevard are adequate to accommodate the new trips generated by the project.

RECOMMENDATION

1. This approval is granted for Site Development Plan Amendment dated March 8, 2022

2. This approval is contingent on a plat note amendment that increases the allowed square footage as determined by Broward County. This plat note amendment will require a resolution by the Town Commission. A building permit for the hospital can not be issued until the plat note amendment is completed.
3. The Site Development Plan depicts the location of separate uses/buildings. Each use/building meets the Town Code, with one (self-storage) being subject to a parking reduction. If the property is subdivided in the future, the applicant shall demonstrate each parcel meets the approved or required parking requirements or provide a cross parking agreement.
4. The applicant shall consider changing name of facility to “Pembroke” instead of “Hallandale”.
5. All exterior paint colors will require a Town Paint Permit to be reviewed by the Town Planner in accordance with the Town’ s adopted color palette.
6. All signage must meet the Town’ s sign requirements or apply for an appropriate variance.
7. The Site Development Plan approval will expire 18 months from the date of Town Commission approval unless extended in accordance with Section 20-25 of the Code if no valid building permit for site work or a principal building has been issued and kept in force.

ATTACHMENTS

Applicant’ s Request for Site Development Plan Amendment Approval
Revised Traffic Impact Study
Amended Site Development Plan

Color Renderings
DRC Report
Plat Note Email from Broward County

Brian S. Adler
Tel 305-350-2351
Fax 305-351-2206
badler@bilzin.com

February 9, 2022

Heidi Siegel, AICP
Town Planner
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

**Re: Application for Modification of Site Development Plan 21-SP-05
3195 W. Hallandale Beach Boulevard (the "Property")**

Dear Ms. Siegel:

LETTER OF INTENT

Please consider this our Letter of Intent on behalf of the applicant Southeast Investments, Inc., an affiliate of our client, Ferber Construction Management LLC (the "Applicant"), for a modification of Site Development Plan 21-SP-05, approved by the Town Commission on December 15, 2021 (the "Approved Site Plan").

I. The Property

The Property consists of approximately 6.22 acres fronting located on the northeast corner of West Hallandale Beach Boulevard and SW 32nd Avenue/Seneca Boulevard. The Applicant is the contract purchaser of the Property, and is bringing to a multi-use development that will transform the Property from a vacant lot into an activated parcel that provides services and value to the residents of the Town of Pembroke Park.

II. Site Plan

The Approved Site Plan provided for the development of the Property with four principal uses: (1) a convenience store and gas station, (2) a fast-food restaurant, (3) a retail building, and (4) a self-storage facility. The Approved Site Plan incorporates a common architectural theme across the site, internal drives facilitating cross access between the parcels, and a series of improvements to Seneca Boulevard. The two anchor

uses of the Approved Site Plan are a new Wawa convenience store and gasoline service station on the westernmost portion of the Property, and a four-story self-storage facility on the easternmost portion of the Property. We are pleased to note that Wawa is proceeding rapidly with its plans to be part of the Town.

The site bookends remain part of the Applicant's development plans for the Property. However, an exciting opportunity arose from a new entity, NuTex, which specifically focused on the Property and the Town for its proposed entrée into the South Florida market. NuTex is a premier service provider, operator, and manager of Specialty Hospitals and Hospital Outpatient Departments. NuTex seeks to service the community with its convenient and innovative standalone emergency care facilities.

After discussions with NuTex and modifications to the proposed facility, the Applicant proposes a modification to the Approved Site Plan in order to replace the two standalone uses depicted on the Approved Site Plan with a single two-story hospital building. The proposed hospital use will provide beneficial services to the residents of Pembroke Park and surrounding community, and has been specifically designed unique from any other NuTex facility to specifically complement the other approved uses and preserve the cohesiveness of the Approved Site Plan.

The proposed NuTex facility will provide access to important medical services to the residents of the Town and surrounding area. Currently, the nearest hospitals to the Property are Memorial Regional Hospital South in Hollywood, and Aventura Hospital east on Biscayne Boulevard. An emergency care facility on the Property, which is centrally located in Pembroke Park and has direct access to a major thoroughfare in Hallandale Beach Boulevard, and in close proximity to I-95, will fill the gap between these facilities.

Although this modification replaces the previously approved uses, as noted above, it will nonetheless maintain the architectural character of the Approved Site Plan. The NuTex facility, which is proposed to be two stories with an approximate ground floor area of 18,347 square feet, will not be out of scale with the height or mass of the existing neighboring buildings or the other proposed buildings on the Property. Located between the one-story Wawa and the four-story self-storage facility, the two-story hospital building would help provide a visual transition across the development and further serve to buffer the industrial park to the North. Additionally, as demonstrated in the attached conceptual renderings, the proposed NuTex facility will be aesthetically harmonious with the Wawa and the self-storage facility, and will retain the color scheme and common architectural features proposed for the rest of the development. Finally, the proposed modification has been designed in a manner that minimizes disruption to the internal circulation envisioned in the Approved Site Plan, preserving cross-access between the various uses on the Property.

III. Comprehensive Plan

The Property is designated “Commercial” on the Town of Pembroke Park Future Comprehensive Plan (“Town Plan”) Future Land Use Map. Pursuant to the Town Plan, the Commercial designation permits community facilities, including hospital uses. Therefore, the proposed modification to the Approved Site Plan to add a hospital use is consistent with the Town Plan.

IV. Zoning and Seneca Plat Ordinance

The Property is zoned B-1, Business District. However, the Property is located within the Seneca Plat overlay district pursuant to Town of Pembroke Park Ordinance No. 96-06-01, as last modified by Town of Pembroke Park Ordinance No. 2021-007 (collectively, the “Seneca Plat Ordinance”). The Seneca Plat Ordinance is essentially an overlay Ordinance that specifically governs the permitted uses within the noted portion of Parcel B of the Seneca Plat, superseding the B-1 regulations under the Town Code.

Pursuant to the Seneca Plat Ordinance, hospital uses are permitted in the Seneca Plat overlay district as of right. Therefore, the proposed modification to the Approved Site Plan to add a hospital use is consistent with the Seneca Plat Ordinance and the Town's zoning regulations.

V. Improvements to Seneca Boulevard

The proposed modification does not alter the improvements to Seneca Boulevard already approved under the Approved Site Plan. The addition of the proposed NuTex facility would not impact these important infrastructure improvements, which include a reconfiguration of Seneca Boulevard to include three southbound travel lanes: a dedicated eastbound left-hand turn lane, a dedicated straight/southbound lane, and a dedicated westbound right-turn lane. Additionally, an updated traffic study is provided that illustrates that the proposed replacement use, while large and more beneficial from a property tax perspective, will generate 30 less trips than the Approved Site Plan.

VI. Conclusion

The proposed modification to add a hospital use to the Approved Site Plan adds an important public health benefit, while still preserving the ability to activate a vacant site into a vibrant development providing services to the community, tax revenues for the Town, and a visually coherent transition between Hallandale Beach Boulevard and the neighboring industrial park. We respectfully request your favorable recommendation for the proposed modification to Site Development Plan 21-SP-05.

Heidi Siegel, AICP
February 9, 2022
Page 4



Thank for your review of the foregoing, should you have any questions, please do not hesitate to contact me at 305-350-2351.

Very truly yours,

A handwritten signature in blue ink, appearing to read "BSA", with a long horizontal flourish extending to the right.

Brian S. Adler

BSA/ea

9117596.2

Concept Development, Inc.
Stephen Crawford, Ph.D.
1449 74th Drive, Suite 200
Gainesville, FL 32607

Re: Seneca Town Center – Traffic Equivalency
3195 W Hallandale Beach Boulevard, Pembroke Park, FL
Parcel ID 514220170073

JFO Group Inc. has been retained to evaluate a traffic equivalency to determine compliance with the Town of Pembroke Park Site Plan Submission Requirements. This traffic statement is associated with a Site Plan Amendment application for the Seneca Town Center property. The subject property contains ±6.22 acres zoned B-1 Business District, located at the northeast corner of Hallandale Beach Boulevard/SR 824 and Seneca Boulevard/SW 32nd Avenue in the Town of Pembroke Park. Figure 1 shows the project location in relation to the transportation network.

The Seneca Town Center project is currently approved for a gas station consisting of a 5,636 SF C-Store with 16 FPs, a 2,122 SF Fast Food Restaurant with Drive-Through, a 3,018 SF Drive-in Bank/Office/Retail building, and a 121,900 SF Self-Storage facility. Exhibit 1 includes a copy of the latest approved site plan. There is a proposal to replace the Fast-Food Drive-Through Restaurant and the Bank/Office/Retail building with a 30,968 SF Hospital. Exhibit 2 includes a copy of the proposed site plan.



Figure 1 : Project Location

Project trip generation and pass-by traffic rates used for this analysis were based on the 11th Edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. Table 1 shows the rates used in order to determine the trip generation for Daily, AM, and PM peak hour conditions. Table 2 provides Daily, AM, and PM peak hour volumes for the vested development from the traffic study dated September 9, 2021. Exhibit 3 includes excerpts from the approved traffic study. Table 3 includes a trip generation for the proposed development. Exhibit 4 includes internal capture calculations for the proposed project. Table 4 compares the proposed traffic with previous approvals from the City and F-DOT.

Table 1: Trip Generation Rates

Land Use	ITE LU	Daily	Pass By	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Gas Station	FDOT	14.3*PM Trips	77%	50%	50%	12.3*FP +15.5*(X)	50%	50%	12.3*FP +15.5*(X)
Hospital	610	22.32	0%	72%	28%	1.79	33%	67%	1.69
Mini-Warehouse	151	1.51	0%	60%	40%	0.10	47%	53%	0.17

Table 2: Trip Generation – Vested Development

Trips	Daily Traffic	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
External Trips	5,410	205	197	402	213	211	424
Net Approved Traffic	1,744	70	66	136	78	77	155

Table 3: Trip Generation – Proposed Development

Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Gas Station	16 FP	4,061	142	142	284	142	142	284
	5,636 SF							
Hospital	30,968 SF	691	40	15	55	17	35	52
Mini-Warehouse	121,900 SF	184	7	5	12	10	11	21
Σ		4,929	188	162	350	167	187	354
Internal Capture								
Gas Station		101	3	5	8	5	3	8
Free-Standing E.R.		87	4	2	6	2	4	6
Mini-Warehouse		22	1	1	2	1	1	2
Σ		210	8	8	16	8	8	16
Driveway Volumes		4,719	180	154	334	159	179	338
Pass-By								
Gas Station	77.0%	3,049	107	106	213	105	108	213
Σ		3,049	107	106	213	105	108	213
Net Proposed Traffic		1,670	73	48	121	54	71	125

Table 4: External Vs Net Traffic Impact

	Daily Traffic	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
External Trips							
Approved Site Plan	5,410	205	197	402	213	211	424
Proposed Site Plan	4,719	180	154	334	159	179	338
F-DOT Access Approval	8,028	275	253	528	303	291	594
Approved Plat	7,739	136	84	220	343	372	715
Net Trips							
Approved Site Plan	1,744	70	66	136	78	77	155
Proposed Site Plan	1,670	73	48	121	54	71	125
F-DOT Access Approval	3,288	107	95	202	129	123	252
Approved Plat	5,108	90	55	145	226	246	472

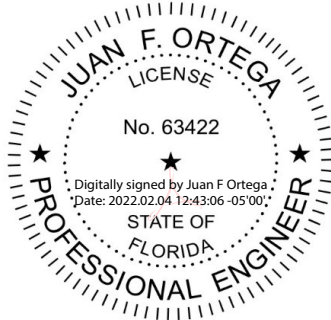
Table 5: Net Impact

Land Use	Daily	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Net Existing Traffic	1,744	70	66	136	78	77	155
Net Proposed Traffic	1,670	73	48	121	54	71	125
Net Traffic	(74)	3	(18)	(15)	(24)	(6)	(30)

The proposed changes to the Seneca Town Center development have been evaluated following the Town of Pembroke Park Site Plan Submission Requirements. As shown in Table 5, the proposed request to replace the 2,122 SF Fast-Food Drive-Through Restaurant and the 3,018 SF Bank/Office/Retail building with a 30,968 SF Hospital will generate less traffic than the traffic currently vested for the site. Therefore, the proposed development will be in compliance with Town of Pembroke Park Site Plan Submission Requirements. Project build-out is expected in the year 2025.

Sincerely,

JFO GROUP INC
COA Number 32276



Enclosures:

- Exhibit 1: Approved Site Plan
- Exhibit 2: Proposed Site Plan
- Exhibit 3: Approved Traffic Study Excerpts
- Exhibit 4: Internal Capture

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SITE DATA TABLE		
JURISDICTION		TOWN OF PEMBROKE PARK
CURRENT ZONING		BUSINESS DISTRICT (B-I)
PROPOSED ZONING		BUSINESS DISTRICT (B-I)
OVERLAY DISTRICT		NA
CURRENT LAND USE		VACANT
FUTURE LAND USE		COMMERCIAL
FEMA FLOOD DESIGNATION		ZONE AH / ZONE X
OVERALL SITE AREA		1246,315 SF (5.684 AC)
AREA TO BE DEDICATED		13,003 SF (0.0689 AC)
GAS STATION / CONVENIENCE STORE		487,134 SF (2.088 AC)
FAST FOOD		147,872 SF (1.101 AC)
BANK-OFFICE		140,095 SF (0.07 AC)
SELF STORAGE		168,087 SF (1.821 AC)
TOTAL EXISTING BUILDING AREA		NA
PROPOSED BUILDING AREA (4 PROPOSED BUILDINGS)		
GAS STATION / CONVENIENCE STORE		15,636 SF (0.13 AC)
FAST FOOD		12,122 SF (0.08 AC)
BANK-OFFICE		13,018 SF (0.07 AC)
SELF STORAGE (4 Stories)		121,900 SF (30.475 SF) Floor (2.78 AC)
MAX. ALLOWED BUILDING HEIGHT		
PROPOSED BUILDING HEIGHT		
GAS STATION / CONVENIENCE STORE		24'
FAST FOOD		24'
BANK-OFFICE		24'
SELF STORAGE		50.54'
LANDSCAPE OPEN SPACE	MINIMUM	PROPOSED
	20% (48,219 SF)	22.45% (55,321 SF)
OVERALL SITE AREA BREAKDOWN		
	REQUIRED	PROPOSED
IMPERVIOUS AREA:	80% MAXIMUM (196,877 SF)	77.55 % (142,005 SF)
PERVIOUS AREA:	20% MINIMUM (42,219 SF)	22.45% (55,321 SF)
SETBACKS		
OVERALL BUILDING SETBACKS	REQUIRED	PROPOSED (N/A/NA/ FAST FOOD/ BANK-OFFICE/ SELF STORAGE)
FRONT SETBACK	10 FT	164 FT/ 92 FT/ 93 FT/ 73 FT
SIDE STREET SETBACK (WEST)	10 FT	107 FT/ NA/ NA/ NA
SIDE SETBACK (EAST)	10 FT	NA/ NA/ NA/ 46 FT
REAR SETBACK	10 FT	60 FT/ 123 FT/ 142 FT/ 80 FT
OVERALL LANDSCAPE BUFFER SETBACKS	REQUIRED	PROPOSED (N/A/NA/ FAST FOOD/ BANK-OFFICE/ SELF STORAGE)
FRONT SETBACK	5 FT	10.1 FT/ 12.2 FT/ 12.2 FT/ 20.1 FT
SIDE STREET SETBACK (WEST)	5 FT	20.4 FT / NA/ NA/ NA
SIDE SETBACK (EAST)	5 FT	NA/ NA/ NA/ 10 FT
REAR SETBACK	5 FT	13.9 FT/ 16.1 FT/ 16.1 FT/ 24.3 FT
PARKING	REQUIRED	PROPOSED
GAS STATION / CONVENIENCE STORE	(1 SPACE/ 300 SF) = 19 SPACES	55 Spaces (3 ADA Spaces)
FAST FOOD	(1 SPACE/ 50 SF OF AREA DEVOTED TO RATION AREA) = 29 SPACES	35 Spaces (3 ADA Spaces)
BANK-OFFICE	(1 SPACE/ 300 SF) = 19 SPACES	22 Spaces (1 ADA Space)
SELF STORAGE	(1 SPACE/ 600 SF) = 203 SPACES	20 Spaces (1 ADA Space)
OVERALL TOTAL	257 SPACES	132 SPACES

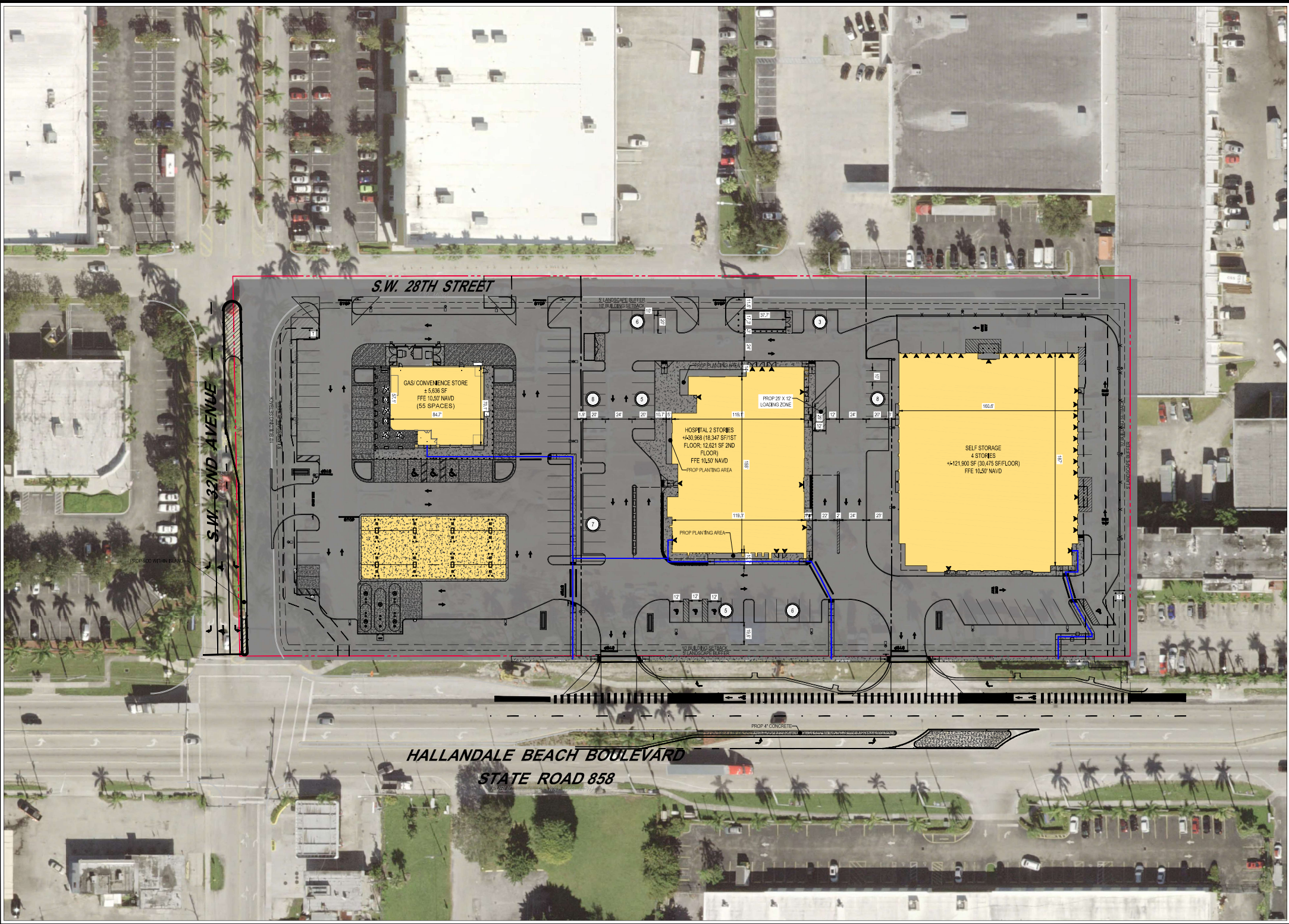
1. ALL RADI DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED. BVC INDICATES DIMENSIONS IS TO BACK OF CURB. ALL LANDSCAPE ISLANDS ARE DIMENSIONED FROM BACK OF CURB TO BACK OF CURB.
2. ALL PAVEMENT MARKINGS AND SIGNALS SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION, AND LOCAL JURISDICTION LAND DEVELOPMENT CODE.
3. THE SUBJECT PROPERTY FALLS IN FLOOD ZONE "X" & "AH ELEVATIONS "5" ACCORDING TO THE FLOOD INSURANCE RATE MAP. MAP NUMBER 1201100731H, AND COMMUNITY NUMBER 120502, DATED AUGUST 16, 2014.
4. FREE STANDING SIGNAGE SHOWN ONLY FOR REPRESENTATIONAL PURPOSES, AND SHALL BE PERMITTED SEPARATELY.
5. ASPHALT AREA THAT IS HATCHED SHALL BE STANDARD DUTY ASPHALT PAVEMENT.
6. BUILDING IS BASED ON THE LATEST ARCHITECTURAL DRAWINGS DATED 08/19/2021 PREPARED BY FWH ARCHITECTS.

1. ALL HANDICAPPED PARKING SPACES AND ACCESSIBLE ADJACENT TO THE HANDICAP PARKING SPACES SHALL HAVE A MAXIMUM OF 2% SLOPE IN ALL DIRECTIONS (THIS INCLUDES RUNNING SLOPE AND CROSS SLOPE).
2. AN ACCESSIBLE ROUTE FROM THE PUBLIC STREET OR SIDEWALK TO ALL BUILDING ENTRANCES MUST BE PROVIDED. THIS ACCESSIBLE ROUTE SHALL BE A MINIMUM OF 60" WIDE. THE RUNNING SLOPE OF ANY ACCESSIBLE ROUTE SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%.
3. SLOPES EXCEEDING 5% BUT LESS THAN 8% WILL REQUIRE A RAMP AND MUST CONFORM TO THE REQUIREMENTS FOR RAMP DESIGN (SLOPE, CURBS, LANDINGS); NO RAMP SHALL EXCEED AN 8% RUNNING SLOPE OR 2% CROSS SLOPE.
4. IN THE CASE THAT A NEW SIDEWALK WILL BE CONSTRUCTED IN THE RVW OF A SITE, THE RUNNING SLOPE OF THE SIDEWALK SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%. THIS STANDARD APPLIES TO CROSS WALKS IN THE DRIVEWAY AS WELL AND WILL REQUIRE SPECIAL ATTENTION DURING STAGING TO MAKE SURE THE 2% CROSS SLOPE IS MET IN THE CROSS WALK.
5. THE DESIGNER SHALL BE RESPONSIBLE FOR PROVIDING THE STANDARD SPECIFICATIONS FOR PARKING SPACES, ACCESSIBLE RAMP AND SIDEWALKS/CROSSWALKS ARE CONNECTED TO MEET ADA REQUIREMENTS.
6. ANY REQUIREMENTS LISTED ABOVE THAT CAN NOT BE MET SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY. NOTHING NOT BUILT TO THE ABOVE STANDARDS WILL BE REQUIRED. REMOVAL AND REPLACEMENT OF THE NON COMPLIANT AREAS AT THE GENERAL CONTRACTORS TEXT.

PROPOSED RETAIL
DEVELOPMENT
195 WEST HALLANDALE BEACH
BOULEVARD
PEMBROKE PARK, FL 33009
SEC: 29 TWP: 51S RGE: 42E

ORG. DATE - 05/06/2021

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SITE DATA TABLE

JURISDICTION	PEMBROKE PARK
OVERALL SITE AREA	± 22 AC
NUTEX SITE AREA	± 2.01 AC (91,530 SF)
BUILDING AREA	± 30,968 SF
CURRENT ZONING	BUSINESS DISTRICT (B-1)
FRONT SETBACK (ROW)	10 FT
SIDE SETBACK	10 FT
REAR SETBACK	10 FT
FRONT/SIDE/REAR YARD BUFFER	5 FT / 5 FT / 5 FT
REQUIRED PARKING	HOSPITALS, SANITARIUMS AND WELFARE INSTITUTIONS: ONE (1) PARKING SPACE FOR EACH TWO HUNDRED (200) SQUARE FEET OF SLEEPING ROOM AREA FOR PATIENTS CONTAINED IN THE BUILDING. (8,638 / 1 SPACE / 250 SF) = 27 SPACES
PARKING PROVIDED (TOTAL)	48 SPACES

NOTES:

1. THE CONCEPT REPRESENTED HEREIN IDENTIFIES A DESIGN CONCEPT RESULTING FROM LAYOUT PREFERENCES IDENTIFIED BY OWNER COUPLED WITH A PRELIMINARY REVIEW OF ZONING AND LAND DEVELOPMENT REQUIREMENTS AND ISSUES. THE FEASIBILITY WITH RESPECT TO OBTAINING LOCAL, COUNTY, STATE, AND OTHER APPLICABLE APPROVALS IS NOT WARRANTED AND CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION AND VERIFICATION OF SAME REQUIREMENTS AND PROCUREMENT OF JURISDICTIONAL APPROVALS.
2. THE CONCEPTUAL PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES ONLY AND IS NOT INTENDED FOR UTILIZATION AS A ZONING AND/OR CONSTRUCTION DOCUMENT. THE EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON INFORMATION THAT WAS SUPPLIED TO BOHLER ENGINEERING AT THE TIME OF PLAN PREPARATION AND MAY BE SUBJECT TO CHANGE UPON AVAILABILITY OF ADDITIONAL INFORMATION.

2/4/2022 | BAG | FLM210089 - CPB - 2

BOHLER //

200 S. BISCAYNE BLVD.
SUITE 20-126
MIAMI, FLORIDA 33131
Phone: (786) 681-0800

FLORIDA BUSINESS CERT. OF AUTH. No. 30780

NUTEX - HALLANDALE & SENECA

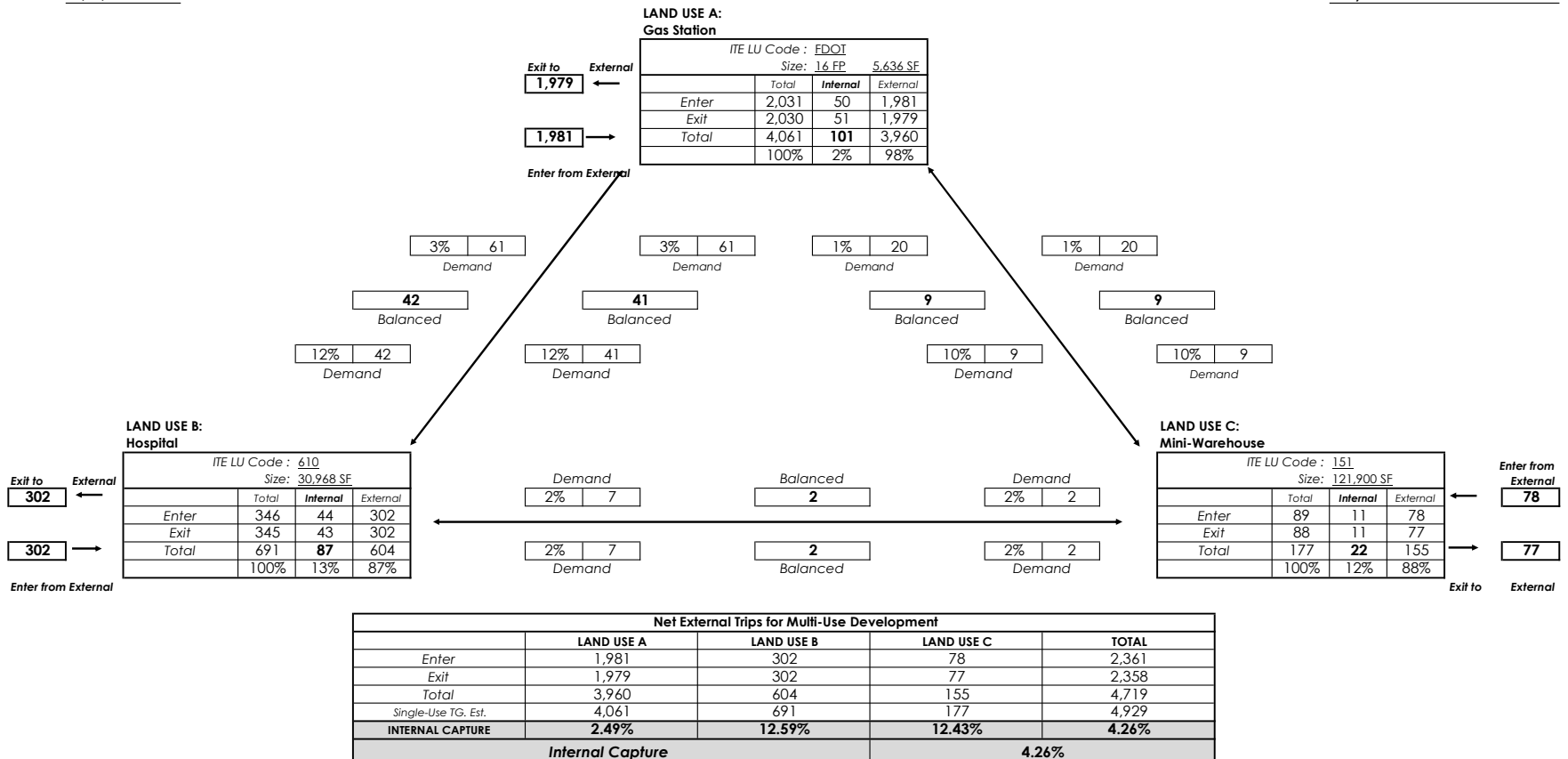
3195 WEST HALLANDALE BEACH BLVD.
PEMBROKE PARK, FL 33009

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Analyst JFO
Date 02/02/22

Project Seneca Pembroke Park
Time Period Daily

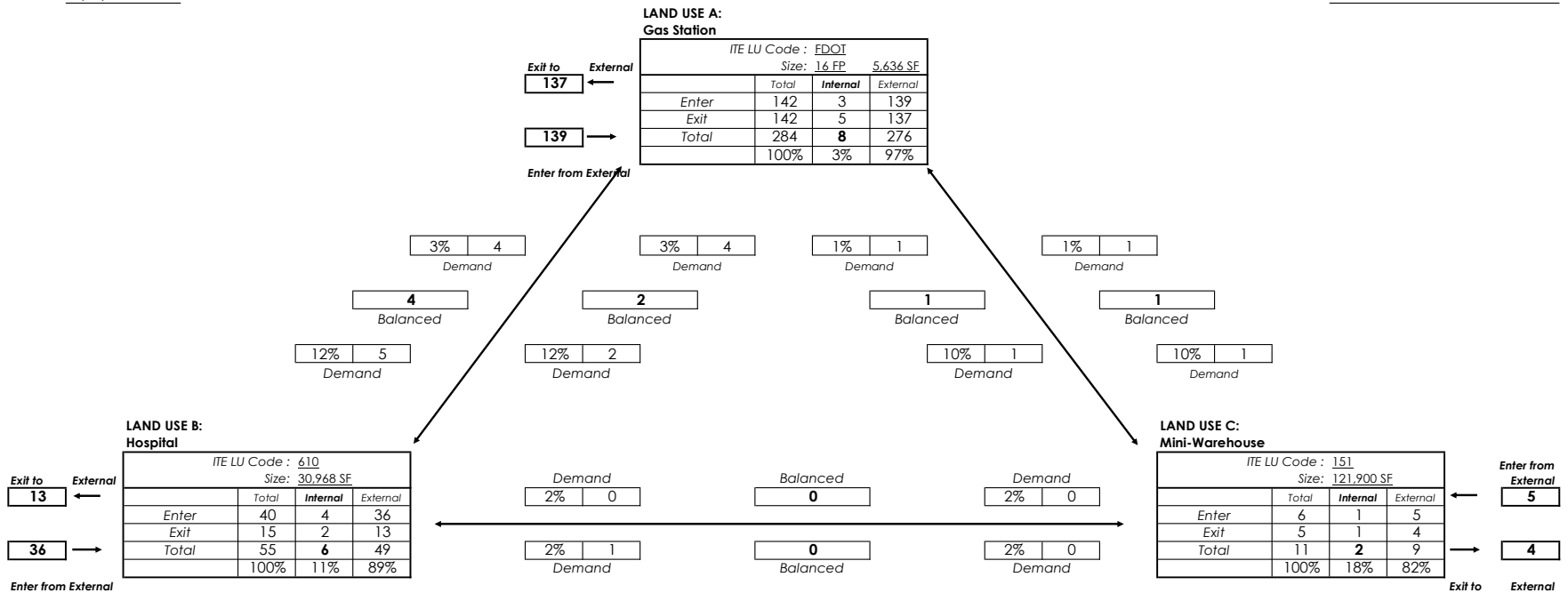
**MULTI-USE DEVELOPMENT TRIP GENERATION
AND INTERNAL CAPTURE SUMMARY**



**MULTI-USE DEVELOPMENT TRIP GENERATION
AND INTERNAL CAPTURE SUMMARY**

Analyst JFO
Date 02/02/22

Project Seneca Pembroke Park
Time Period AM

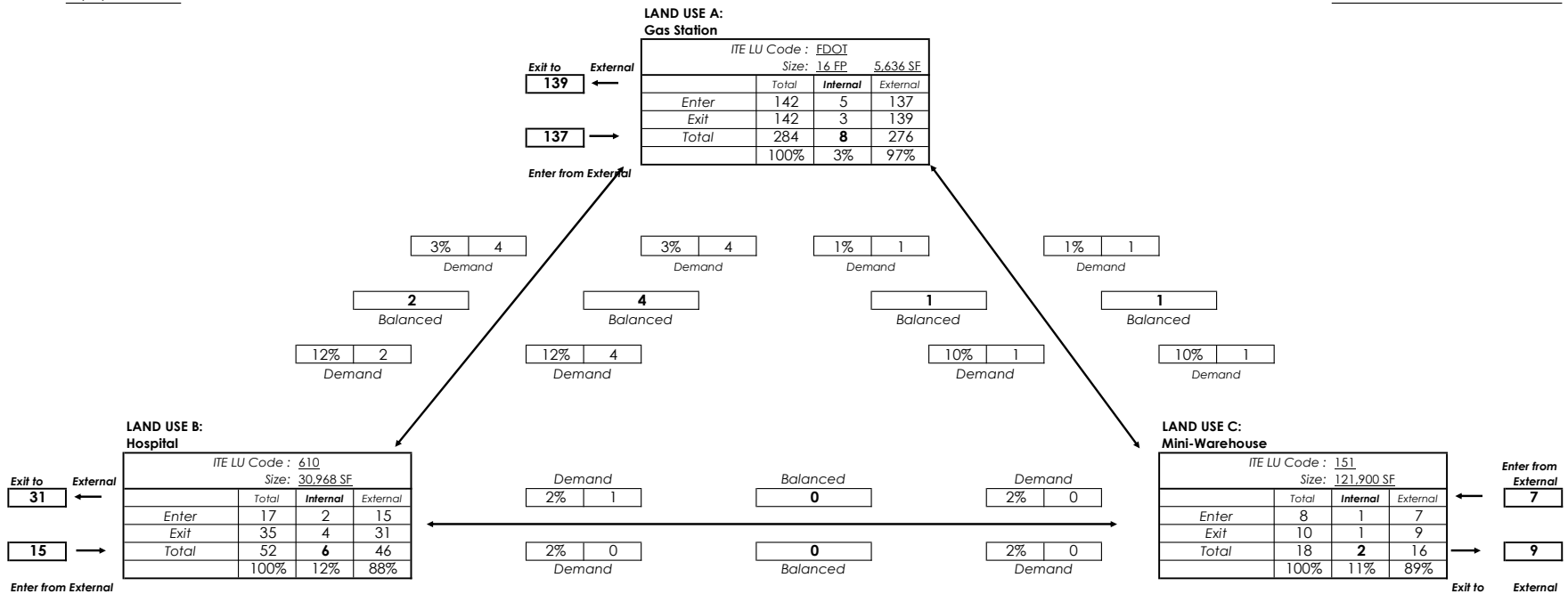


Net External Trips for Multi-Use Development				
	LAND USE A	LAND USE B	LAND USE C	TOTAL
Enter	139	36	5	180
Exit	137	13	4	154
Total	276	49	9	334
Single-Use TG. Est.	284	55	11	350
INTERNAL CAPTURE	2.82%	10.91%	18.18%	4.57%
Internal Capture			4.57%	

**MULTI-USE DEVELOPMENT TRIP GENERATION
AND INTERNAL CAPTURE SUMMARY**

Analyst JFO
Date 02/02/22

Project Seneca Pembroke Park
Time Period PM



Net External Trips for Multi-Use Development				
	LAND USE A	LAND USE B	LAND USE C	TOTAL
Enter	137	15	7	159
Exit	139	31	9	179
Total	276	46	16	338
Single-Use TG. Est.	284	52	18	354
INTERNAL CAPTURE	2.82%	11.54%	11.11%	4.52%
Internal Capture			4.52%	

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September 28, 2021

Ms. Heidi Siegel, AICP
Town Planner
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

**Re: 3195 W Hallandale Beach Boulevard (Seneca Town Center)
Traffic Study Review Memorandum**

Dear Heidi:

Traf Tech Engineering, Inc. reviewed the revised Traffic Impact Study prepared by JFO Group, Inc. (report digitally signed on September 21, 2021) in connection with the proposed Seneca Town Center development planned to be located on the north side of West Hallandale Beach Boulevard just east of SW 32nd Avenue (Seneca Boulevard). The following is a summary of our findings:

- o The updated traffic impact study submitted for traffic concurrency purposes is acceptable to Traf Tech Engineering, Inc. That is, the proposed project will not degrade the level of service on Hallandale Beach Boulevard or Seneca Boulevard. The existing turn lanes at the intersection of Hallandale Beach Boulevard and Seneca Boulevard are adequate to accommodate the new trips generated by the project.

We have no further traffic-related comments. Please give me a call if you have any questions.

Sincerely,

TRAF TECH ENGINEERING, INC.

Joaquin E. Vargas, P.E.
Senior Transportation Engineer



SENECA TOWN CENTER
3195 W HALLANDALE BEACH BOULEVARD
TOWN OF PEMBROKE PARK, FLORIDA

TRAFFIC IMPACT STUDY

**PREPARED FOR:
FERBER CONSTRUCTION MANAGEMENT LLC**

Prepared by:

JFO GROUP INC
COA Number 32276
6671 W Indiantown Road
Suite 50-324
Jupiter, FL 33458

Revised September 21, 2021
May 31, 2021

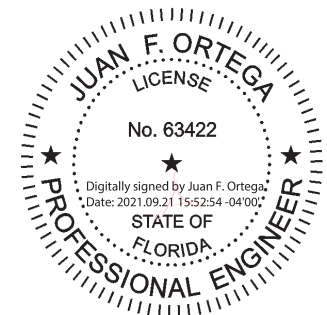


Table 3: Trip Generation - Bank

Land Use	Intensity	Daily Traffic	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Gas Station w/ Store	16 FP	4,061	142	142	284	142	142	284
	5,636 SF							
Fast Food Restaurant + DT	2,122 SF	999	43	42	85	36	33	69
Drive-In Bank	3,018 SF	302	17	12	29	31	31	62
Mini-Warehouse	121,900 SF	184	7	5	12	10	11	21
Σ		5,546	209	201	410	219	217	436
Internal Capture		2.45%	1.95%			2.75%		
Gas Station w/ Store		46	1	2	3	2	2	4
Fast Food Restaurant + DT		46	1	2	3	2	2	4
Drive-In Bank		26	2	0	2	2	2	4
Mini-Warehouse		18	0	0	0	0	0	0
Σ		136	4	4	8	6	6	12
Driveway Volumes		5,410	205	197	402	213	211	424
Pass-By								
Gas Station w/ Store	77%	3,092	109	107	216	108	108	216
Fast Food Restaurant + DT	50%	477	21	20	41	17	16	33
Drive-In Bank	35%	97	5	4	9	10	10	20
Σ		3,666	135	131	266	135	134	269
Net Proposed Traffic		1,744	70	66	136	78	77	155

Table 4: Trip Generation – Medical Office

Land Use	Intensity	Daily Traffic	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Gas Station w/ Store	16 FP	4,061	142	142	284	142	142	284
	5,636 SF							
Fast Food Restaurant + DT	2,122 SF	999	43	42	85	36	33	69
Medical Office	3,018 SF	105	6	2	8	3	7	10
Mini-Warehouse	121,900 SF	184	7	5	12	10	11	21
Σ		5,349	198	191	389	191	193	384
Internal Capture		2.02%	1.03%			1.04%		
Gas Station w/ Store		40	1	1	2	1	1	2
Fast Food Restaurant + DT		40	1	1	2	1	1	2
Medical Office		12	0	0	0	0	0	0
Mini-Warehouse		16	0	0	0	0	0	0
Σ		108	2	2	4	2	2	4
Driveway Volumes		5,241	196	189	385	189	191	380
Pass-By								
Gas Station w/ Store	77%	3,096	109	108	217	109	108	217
Fast Food Restaurant + DT	50%	480	21	21	42	18	16	34
Medical Office	0%	0	0	0	0	0	0	0
Σ		3,576	130	129	259	127	124	251
Net Proposed Traffic		1,665	66	60	126	62	67	129

Table 5: Trip Generation - Retail

Land Use	Intensity	Daily Traffic	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Gas Station w/ Store	16 FP	4,061	142	142	284	142	142	284
	5,636 SF							
Fast Food Restaurant + DT	2,122 SF	999	43	42	85	36	33	69
Retail	3,018 SF	114	2	1	3	5	6	11
Mini-Warehouse	121,900 SF	184	7	5	12	10	11	21
Σ		5,358	194	190	384	193	192	385
Internal Capture		2.02%	1.04%			1.04%		
Gas Station w/ Store		40	1	1	2	1	1	2
Fast Food Restaurant + DT		40	1	1	2	1	1	2
Retail		12	0	0	0	0	0	0
Mini-Warehouse		16	0	0	0	0	0	0
Σ		108	2	2	4	2	2	4
Driveway Volumes		5,250	192	188	380	191	190	381
Pass-By								
Gas Station w/ Store	77%	3,096	109	108	217	109	108	217
Fast Food Restaurant + DT	50%	480	21	21	42	18	16	34
Retail	34%	35	1	0	1	2	2	4
Σ		3,611	131	129	260	129	126	255
Net Proposed Traffic		1,639	61	59	120	62	64	126

Table 6: External Traffic Summary

Scenario	Daily Traffic	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
5,636 SF C-Store with 16 FPs, a 2,122 SF Fast Food Restaurant with Drive-Through, a 3,018 SF Drive-in Bank, and a 121,900 SF Self Storage	5,410	205	197	402	213	211	424
5,636 SF C-Store with 16 FPs, a 2,122 SF Fast Food Restaurant with Drive-Through, a 3,018 SF Medical Office, and a 121,900 SF Self Storage	5,241	196	189	385	189	191	380
5,636 SF C-Store with 16 FPs, a 2,122 SF Fast Food Restaurant with Drive-Through, a 3,018 SF Retail building, and a 121,900 SF Self Storage	5,250	192	188	380	191	190	381
Max Site Plan	5,410	205	197	402	213	211	424
F-DOT Operational Analyses	8,028	275	253	528	303	291	594
Approved Plat	7,739	136	84	220	343	372	715

Table 7: Net Traffic Summary

Scenario	Daily Traffic	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
5,636 SF C-Store with 16 FPs, a 2,122 SF Fast Food Restaurant with Drive-Through, a 3,018 SF Drive-in Bank, and a 121,900 SF Self Storage	1,744	70	66	136	78	77	155
5,636 SF C-Store with 16 FPs, a 2,122 SF Fast Food Restaurant with Drive-Through, a 3,018 SF Medical Office, and a 121,900 SF Self Storage	1,665	66	60	126	62	67	129
5,636 SF C-Store with 16 FPs, a 2,122 SF Fast Food Restaurant with Drive-Through, a 3,018 SF Retail building, and a 121,900 SF Self Storage	1,639	61	59	120	62	64	126
Max Site Plan	1,744	70	66	136	78	77	155
F-DOT Operational Analyses	3,288	107	95	202	129	123	252
Approved Plat	5,108	90	55	145	226	246	472

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EROSION CONTROL LEGEND

TYPICAL TRACK TEXT	PROPOSED NOTE
INLET PROTECTION	
INLET PROTECTION LABEL	
SOIL TRAPPING PREVENTION MAT	
SILT FENCE	
SILT FENCE LABEL	
CONSTRUCTION FENCE	

DEMOLITION/REMOVAL LEGEND	
DEMOLITION/REMOVAL NOTE	TYPICAL NOTE TEXT
	EASEMENT LINE
	CONCRETE CURB & GUTTER
	UTILITY POLE WITH LIGHT
	POLE LIGHT
	TRAFFIC LIGHT
	UTILITY POLE
	TYPICAL LIGHT
	ACORN LIGHT
	TYPICAL SIGN
	PARKING COUNTS
	SPOT ELEVATIONS
	SANITARY LABEL
	STORM LABEL
	SANITARY SEWER LATERAL
	UNDERGROUND WATER LINE
	UNDERGROUND ELECTRIC LINE
	UNDERGROUND GAS LINE
	OVERHEAD WIRE
	UNDERGROUND TELEPHONE LINE
	UNDERGROUND CABLE LINE
	STORM SEWER
	SANITARY SEWER MAN
	HYDRANT
	SANITARY MANHOLE
	STORM MANHOLE
	WATER METER
	WATER VALVE
	GAS VALVE
	GAS METER
	EXIST. TREE TO BE REMOVED
	EXIST. CONCRETE TO BE REMOVED

	CONCRETE CURB & GUTTER	CURB AND GUTTER	
	UTILITY POLE WITH LIGHT	DEPRESSED CURB AND GUTTER	
	TRAFFIC LIGHT		
	UTILITY POLE		
	TYPICAL LIGHT		
	ACORN LIGHT		
	TYPICAL SIGN		
	PARKING COUNTS		

	HYDRANT	
	SANITARY MANHOLE	
	STORM MANHOLE	
	WATER METER	
	WATER VALVE	
	GAS VALVE	
	GAS METER	
	TYPICAL END SECTION	
	HEADWALL OR ENDWALL	
	GRATE INLET	
	CURB INLET	
	CLEAN OUT	
	ELECTRIC MANHOLE	
	TELEPHONE MANHOLE	
	ELECTRIC BOX	
	ELECTRIC PEDESTAL	

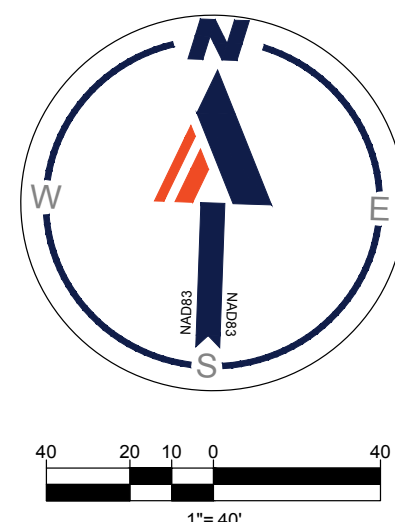
STANDARD ABBREVIATIONS	
FOR ENTIRE PLAN SET	
AC	ACRES
ADA	AMERICANS WITH DISABILITY ACT
ARCH	ARCHITECTURAL
BC	BOTTOM OF CURB
BF	BASEMENT FLOOR
BK	BLOCK
BL	BASELINE
BLDG	BUILDING
BM	BUILDING BENCHMARK
BRL	BUILDING RESTRICTION LINE
CF	CUBIC FEET
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CONN	CONNECTION
CONC	CONCRETE
CPP	CORRUGATED PLASTIC PIPE
CY	CUBIC YARDS
DEC	DECORATIVE
DEP	DEPRESSED
DIP	DUCTILE IRON PIPE
DOM	DOMESTIC
ELEC	ELECTRIC
ELEV	ELEVATION
EP	EDGE OF PAVEMENT
ES	EDGE OF SHOULDER
EW	END WALL
EX	EXISTING
FES	FLARED END SECTION
FF	FINISHED FLOOR
FH	FIRE HYDRANT
FG	FINISHED GRADE
G	GRADE
GF	GARAGE FLOOR (AT DOOR)
GH	GRADE HIGHER SIDE OF WALL
GL	GRADE LOWER SIDE OF WALL
GRT	GRATE
GV	GATE VALVE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HP	HIGH POINT
HOR	HORIZONTAL
HW	HEADWALL
INT	INTERSECTION
INV	INVERT
LF	LINEAR FOOT
LOC	LIMITS OF CLEARING
LOD	LIMITS OF DISTURBANCE
LOS	LINE OF SIGHT
LP	LOW POINT
L/S	LANDSCAPE
MAX	MAXIMUM
MIN	MINIMUM
MH	MANHOLE
MJ	MECHANICAL JOINT
OC	ON CENTER
PA	POINT OF ANALYSIS
PC	POINT CURVATURE
PCCR	POINT OF COMPOUND CURVATURE, CURB RETURN
PI	POINT OF INTERSECTION
POG	POINT OF GRADE
PROP	PROPOSED
PT	POINT OF TANGENCY
PTCR	POINT OF TANGENCY, CURB RETURN
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
R	RADIUS
REC WALL	REINFORCED CONCRETE PIPE
RET WALL	RETAINING WALL
R/W	RIGHT OF WAY
S	SLOPE
SAN	SANITARY SEWER
SF	SQUARE FEET
STA	STATION
STM	STORM
S/W	SIDEWALK
TBR	TO BE REMOVED
TBRL	TO BE RELOCATED
TC	TOP OF CURB
TELE	TELEPHONE
TPF	TREE PROTECTION FENCE
TW	TOP OF WALL
TYP	TYPICAL
UG	UNDERGROUND
UP	UTILITY POLE
W	WIDE
WL	WATER LINE
W/M	WATER METER
±	PLUS OR MINUS
°	DEGREE
Ø	DIAMETER
#	NUMBER

[illegible]



1. ELEVATIONS ARE BASED ON NATIONAL AMERICAN VERTICAL DATUM OF 1988 (NAVD).
2. ANY EXISTING STORM STRUCTURES ON SITE NOT SHOWN ON THE SURVEY ARE VERIFIED PRIOR TO CONSTRUCTION TO BE REMOVED.

C-201



<u>LEGEND</u>	
PEDESTRIAN ACCESS LINE	
PROPERTY LINE	
PROPOSED LEASE LINE	
PROPOSED EASEMENT	

1. ALL RADII DIMENSIONS ARE 3' TO FACE OF CURB UNLESS OTHERWISE NOTED. B/C INDICATES DIMENSIONS ARE TO BACK OF CURB. ALL LANDSCAPE ISLANDS ARE DIMENSIONED FROM BACK OF CURB TO BACK OF CURB.
2. ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION, AND LOCAL JURISDICTION LAND DEVELOPMENT CODE.
3. THE SUBJECT PROPERTY FALLS IN FLOOD ZONE "X" & "A" ELEVATION 6.5' ACCORDING TO THE FLOOD INSURANCE RATE MAP. MAP NUMBER 1201/C0731H, AND COMMUNITY NUMBER 120052, DATED AUGUST 18, 2014.
4. FREE STANDING SIGNAGE SHOWN ONLY FOR REPRESENTATIONAL PURPOSES, AND SHALL BE PERMITTED SEPARATELY.
5. ASPHALT AREA THAT IS HATCHED SHALL BE STANDARD UTILITY ASPHALT PAVEMENT.
6. SELF STORAGE BUILDING IS BASED ON THE LATEST ARCHITECTURAL DRAWINGS DATED 09/24/2021 PREPARED BY FWH ARCHITECTS.
7. HOSPITAL BUILDING IS BASED ON THE LATEST ARCHITECTURAL DRAWINGS DATED 02/04/2022 PREPARED BY GRESHAM SMITH
8. ALL STOP BARS AND CROSSWALK MARKINGS ARE TO BE THERMOPLASTIC.

1. ALL HANDICAPPED PARKING SPACES AND ACCESS AISLES ADJACENT TO THE HANDICAP PARKING SPACES SHALL HAVE A MAXIMUM OF 2% SLOPE IN ALL DIRECTIONS (THIS INCLUDES RUNNING SLOPE AND CROSS SLOPE).
2. AN ACCESSIBLE ROUTE FROM THE PUBLIC STREET OR SIDEWALK TO ALL BUILDING ENTRANCES MUST BE PROVIDED. THIS ACCESSIBLE ROUTE SHALL BE A MINIMUM OF 60" WIDE. THE RUNNING SLOPE OF THIS ACCESSIBLE ROUTE SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%.
3. SLOPES EXCEEDING 5% BUT LESS THAN 8% WILL REQUIRE A RAMP AND MUST CONFORM TO THE REQUIREMENTS FOR RAMP SLOPES, CURBS, LANDINGS, NO RAMP SHALL EXCEED AN 8% RUNNING SLOPE OR 2% CROSS SLOPE.
4. IN THE CASE THAT A NEW SIDEWALK WILL BE CONSTRUCTED IN THE R/W OF A SITE, THE EXISTING SIDEWALK SHALL BE MAINTAINED AND THE NEW SIDEWALK SHALL BE CONSTRUCTED TO MEET THIS STANDARD APPLICABLE TO CROSS WALKS IN THE DRIVEWAY AS WELL AND WILL REQUIRE SPECIAL ATTENTION DURING STAKING TO MAKE SURE THE 2% CROSS SLOPE IS MET IN THE CROSS WALK.
5. THE NEW SIDEWALK SHALL BE CONSTRUCTED TO MEET THE STANDARD APPLICABLE TO HANDICAP PARKING SPACES, ACCESSIBLE ROUTES, AND SIDEWALKS/CROSSWALKS ARE CONSTRUCTED TO MEET PARKING AREA REQUIREMENTS.
6. ANY EXISTING SIDEWALKS ABOVE THAT CAN NOT BE MET SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY. ANYTHING NOT BUILT TO THE ABOVE STANDARDS WILL REQUIRE REMOVAL AND REPLACEMENT OF THE NON COMPLIANT AREAS AT THE GENERAL CONTRACTOR'S EXPENSE.



ALWAYS CALL 811

It's fast. It's free. It's the law.

ISSUED FOR MUNICIPAL & AGENCY REVIEW & APPROVAL

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

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DRAWN BY:	BAC / DE
CHECKED BY:	TSP / PM
DATE:	05/06/2021
CAD ID.:	SITE

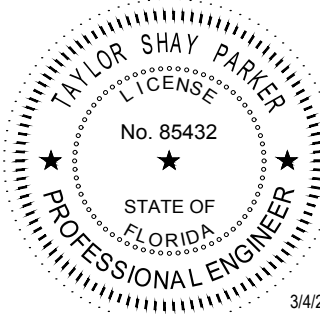
PROJECT:

FOR

 FERBER

PROPOSED RETAIL
DEVELOPMENT
195 WEST HALLANDALE BEACH
BOULEVARD
PEMBROKE PARK, FL 33009
SEC: 29 TWP: 51S RGE: 42E

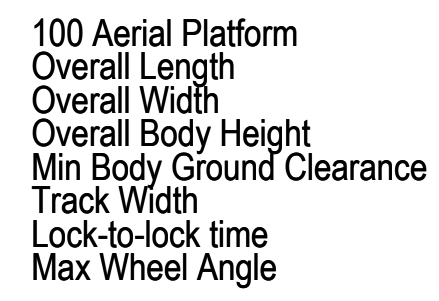
200 S. BISCAYNE BLVD.
SUITE 20-126
MIAMI, FLORIDA 33131
Phone: (786) 681-0800



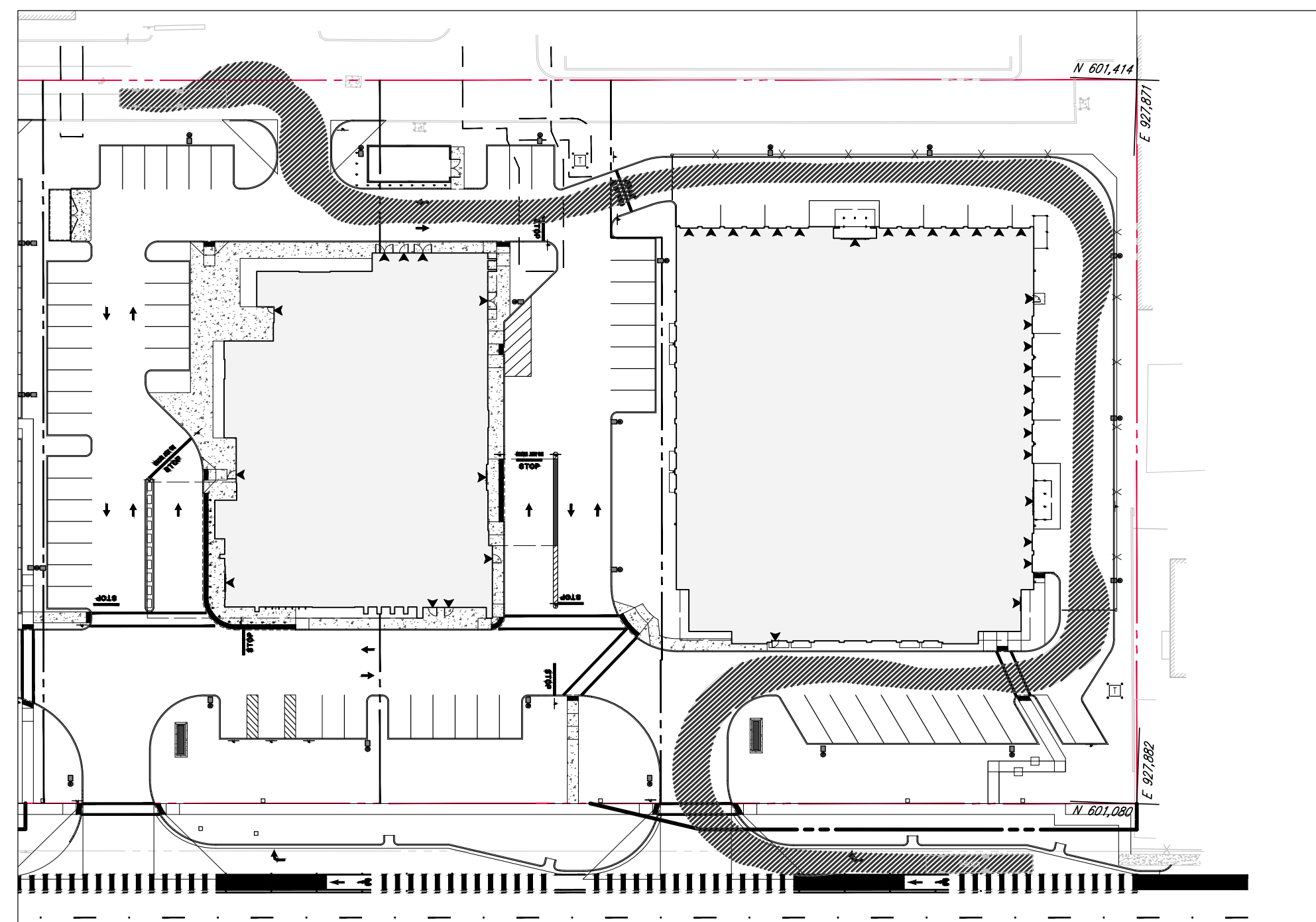
SITE LAYOUT PLAN

C-301

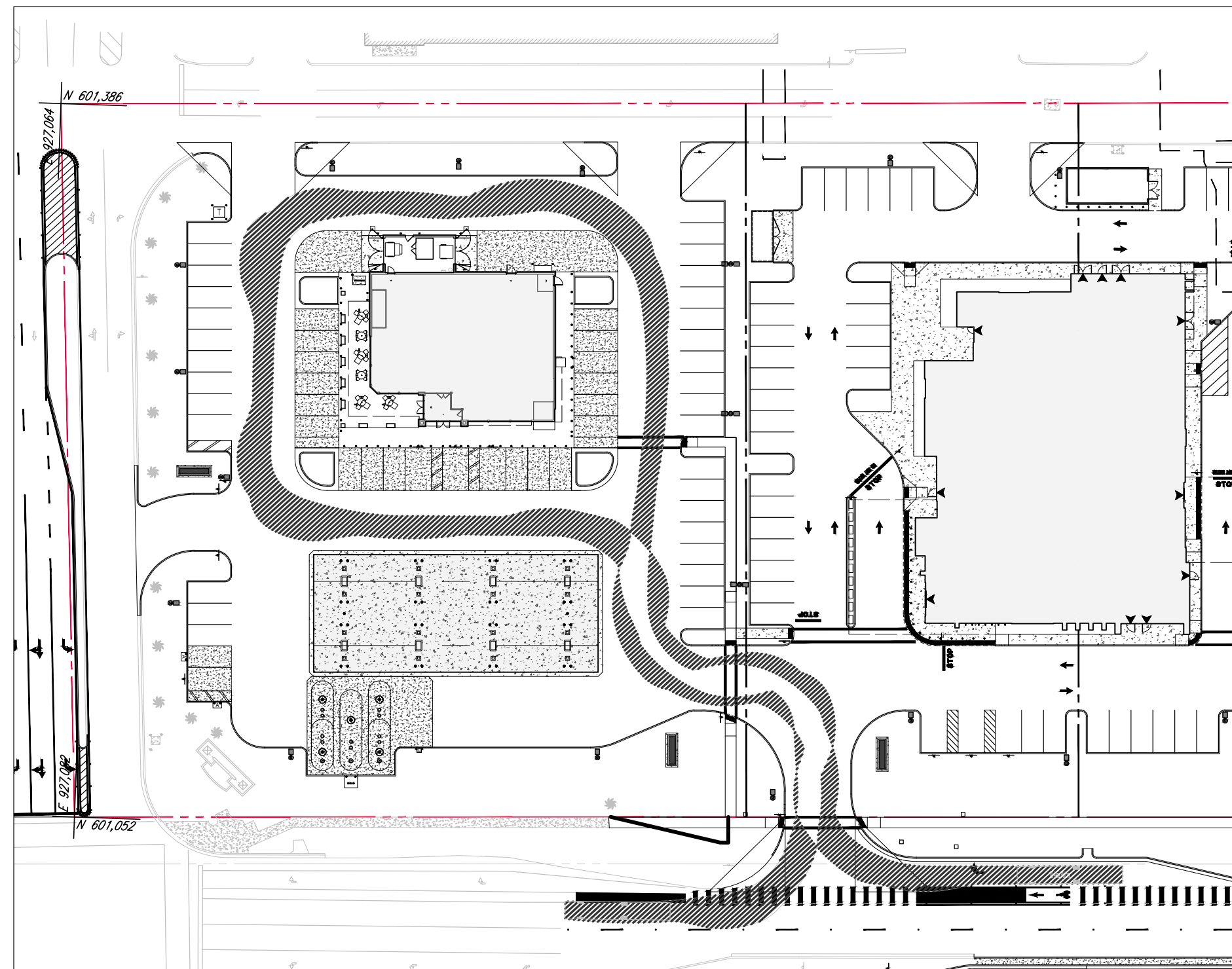
ORG. DATE - 05/06/2021



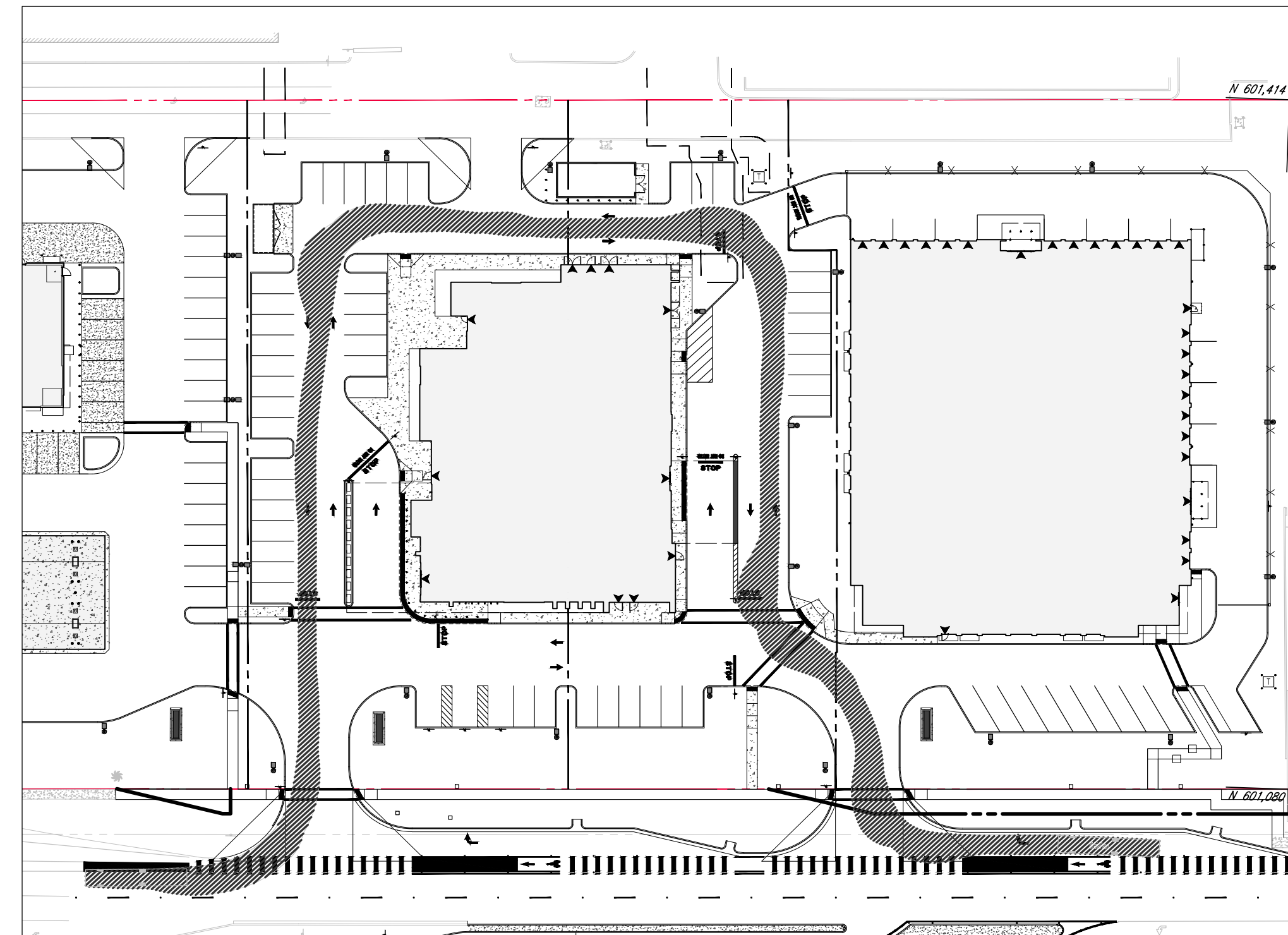
48.000ft
8.167ft
7.500ft
0.750ft
8.167ft
5.00s
45.00°



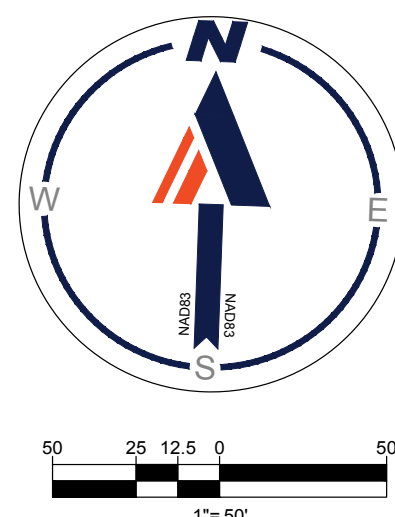
**100 AERIAL FIRE TRUCK CIRCULATION
FOR PROPOSED SELF STORAGE**



**100 AERIAL FIRE TRUCK CIRCULATION
FOR PROPOSED CONVENIENCE STORE**



100 AERIAL FIRE TRUCK CIRCULATION FOR PROPOSED HOSPITAL



REVISIONS

[illegible]

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PROJECT No.:	FLB200202
DRAWN BY:	BAG / DE
CHECKED BY:	TSP / PM
DATE:	05/08/2021
CAD I.D.:	TRCK-0

PROJECT:

**SENECA TOWN
CENTER**

— FOR —



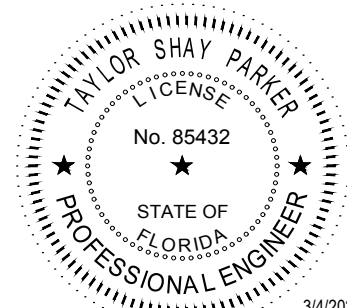
PROPOSED RETAIL
DEVELOPMENT

3195 WEST HALLANDALE BEACH
BOULEVARD
PEMBROKE PARK, FL 33009
SEC: 29 TWP: 51S RGE: 42E



200 S. BISCAYNE BLVD.
SUITE 20-126
MIAMI, FLORIDA 33131
Phone: (786) 681-0800

FLORIDA BUSINESS CERT. OF AUTH. No. 30780



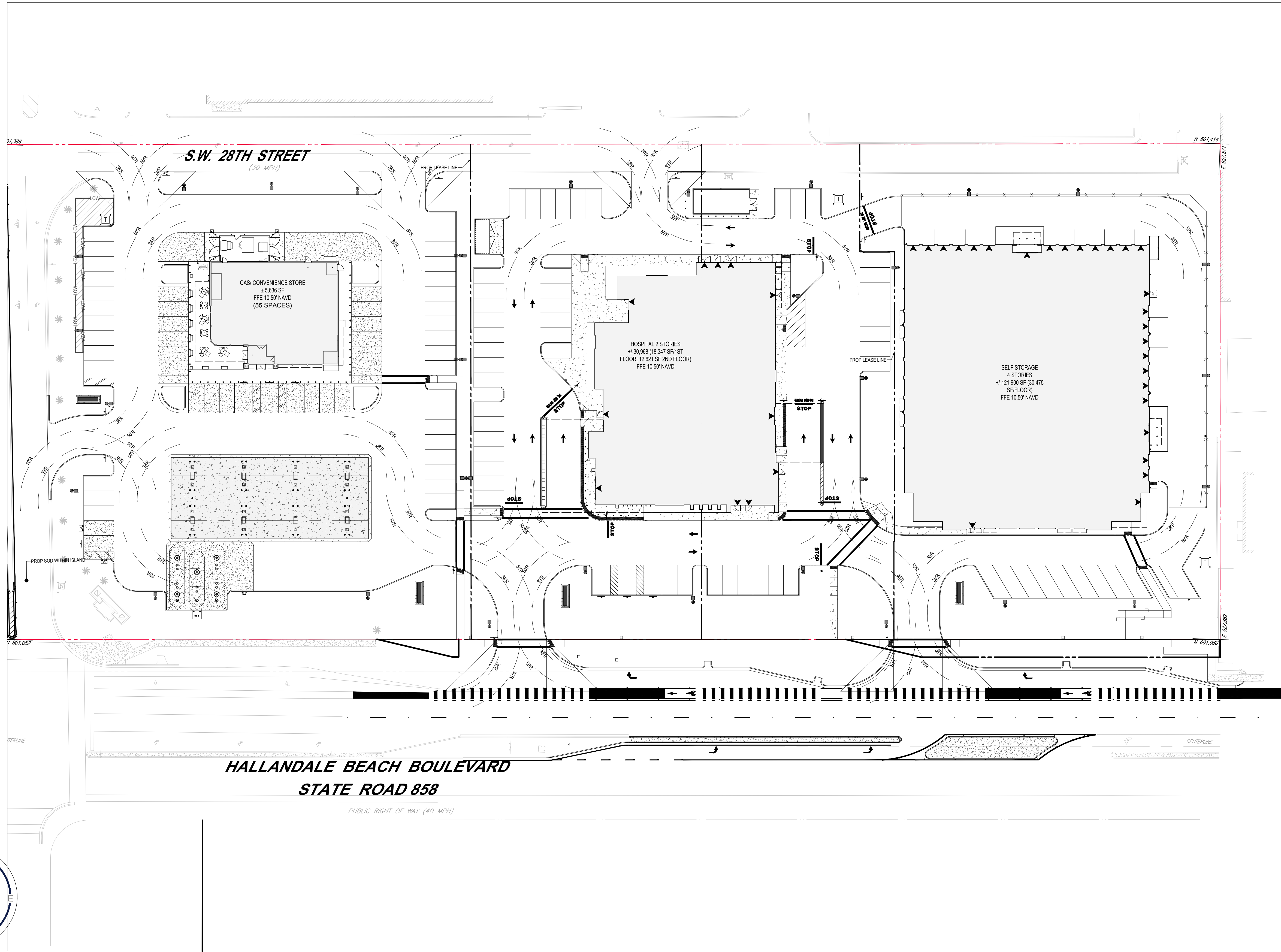
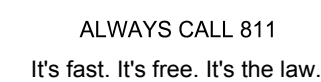
SHEET TITLE:

PUMPER FIRE TRUCK TURN PLAN

SHEET NUMBER:

NUMBER:
C-302

ORG. DATE - 05/06/2021

[illegible]

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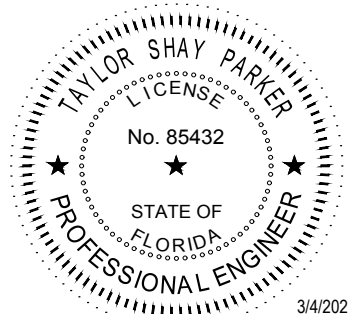
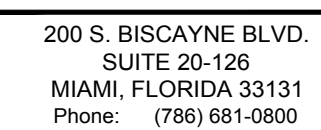
PROJECT No.:	FLB200202
DRAWN BY:	BAG / DE
CHECKED BY:	TSP / PM
DATE:	05/06/2021
CAD I.D.:	TRCK-0

PROJECT:

**SENECA TOWN
CENTER**



PROPOSED RETAIL
DEVELOPMENT
3195 WEST HALLANDALE BEACH
BOULEVARD
PEMBROKE PARK, FL 33009
SEC: 29 TWP: 51S RGE: 42E



SHEET TITLE:

***PUMPER FIRE
TRUCK RADII
PLAN***

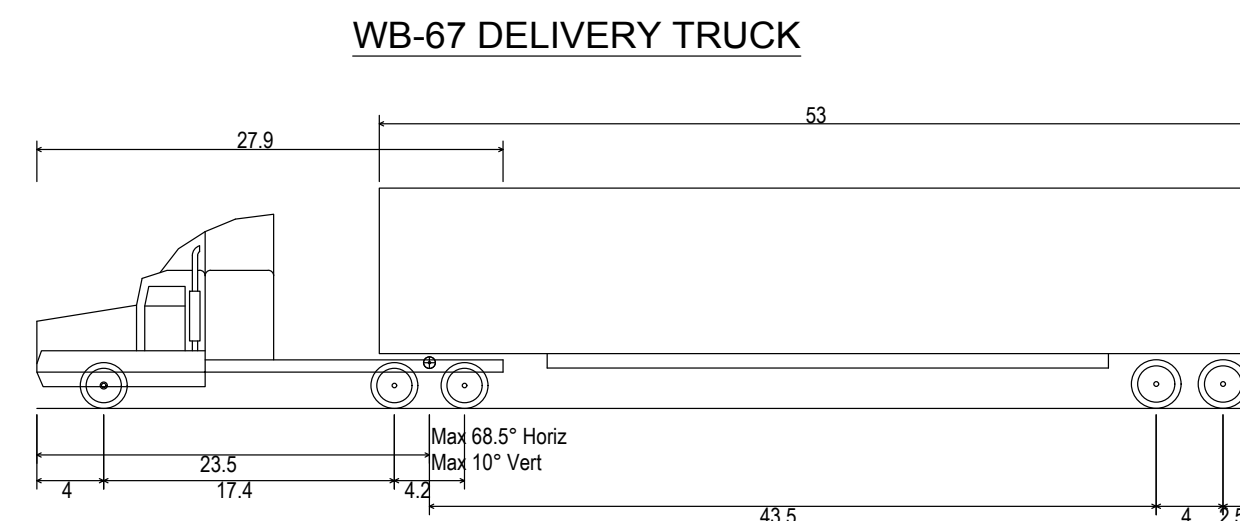
SHEET NUMBER:
C-303

ORG. DATE - 05/06/2021

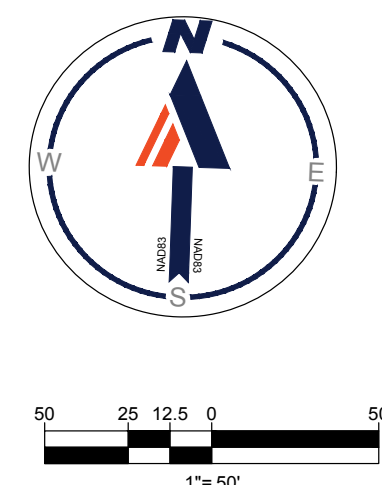


Technical drawing of a vehicle chassis showing dimensions: 28.613, 9.946, 12.333, and 4.167.

Mack TerraPro Cabover 6x4 MRU613 + Wayne Curbtender 31cu yd	
Overall Length	28.613ft
Overall Width	8.000ft
Overall Body Height	10.481ft
Min Body Ground Clearance	1.311ft
Track Width	8.000ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	33.500ft



WB-67 - Interstate Semi-Trailer	
Overall Length	73.50ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°



REVISIONS

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DRAWN BY:	BAG / DE
CHECKED BY:	TSP / PI
DATE:	05/08/202
CAD I.D.:	TRCK-

PROJECT

**SENECA TOWN
CENTER**

— FOR



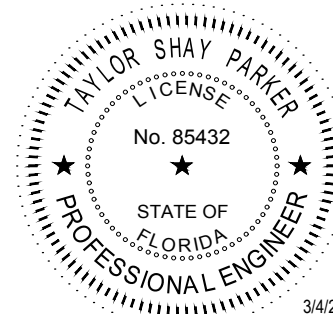
PROPOSED RETAIL
DEVELOPMENT

3195 WEST HALLANDALE BEACH
BOULEVARD
PEMBROKE PARK, FL 33009
SEC: 29 TWP: 51S RGE: 42E



200 S. BISCAYNE BLVD.
SUITE 20-126
MIAMI, FLORIDA 33131
Phone: (786) 681-0800

FLORIDA BUSINESS CERT. OF AUTH. No. 3078



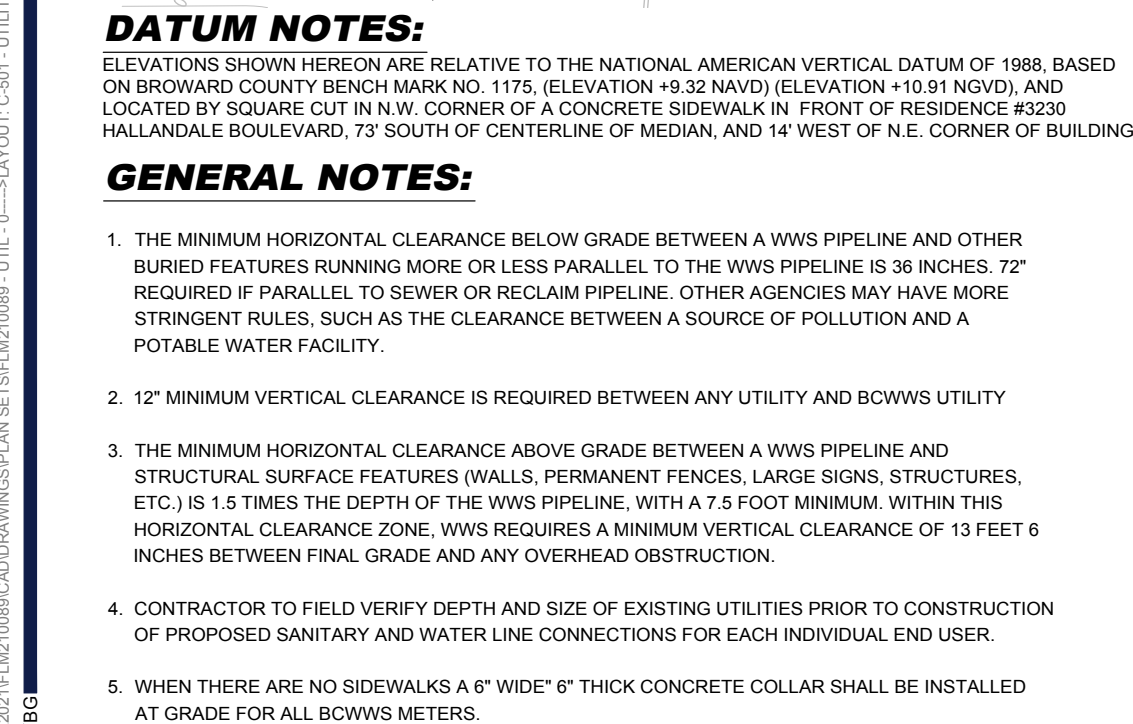
SHEET TITLE:

**DELIVERY &
GARBAGE
TRUCK TURN
PLAN**

SHEET NUMBER

C-304

ORG. DATE - 05/06/2021



XING-1 TOP UTILITY: 18" HDPE SWM SWM BP ELEV: 3.98' BOTTOM UTILITY: 8" PVC SANITARY LINE SWM TYP ELEV = 2.42' VERTICAL CLEARANCE: 1.56' XING-7 TOP UTILITY: 18" HDPE SWM SWM BP ELEV: 3.30' BOTTOM UTILITY: 8" PVC SANITARY LINE SWM TYP ELEV = 0.22' VERTICAL CLEARANCE: 2.92' XING-13 TO BE AT LEAST 12" CLEARANCE BETWEEN PROPOSED GAS AND 18" HDPE SWM XING-19 TOP UTILITY: 18" HDPE SWM SWM BP ELEV: 3.29' BOTTOM UTILITY: 8" PVC SANITARY LINE SWM TYP ELEV = 1.24' VERTICAL CLEARANCE: 2.05'	XING-2 TOP UTILITY: 2" PE WATER LINE WATER BP ELEV: 4.75' BOTTOM UTILITY: 8" PVC SANITARY LINE SWM TYP ELEV = 0.18' VERTICAL CLEARANCE: 4.57' XING-8 TOP UTILITY: 2" PE WATER LINE BP ELEV: 3.77' BOTTOM UTILITY: 18" HDPE SWM SWM TYP ELEV = 2.79' VERTICAL CLEARANCE: 1.00' XING-14 TOP UTILITY: 6" DIP FIRE LINE WATER BP ELEV: 4.50' BOTTOM UTILITY: 18" HDPE SWM SWM TYP ELEV = 3.50' VERTICAL CLEARANCE: 1.00' XING-20 TOP UTILITY: 2" PE WATER LINE BP ELEV: 5.53' BOTTOM UTILITY: 18" HDPE SWM SWM TYP ELEV = 4.57' VERTICAL CLEARANCE: 1.00'	XING-3 TOP UTILITY: 18" HDPE SWM SWM LINE + BP ELEV: 3.91' BOTTOM UTILITY: 8" PVC SANITARY LINE SWM TYP ELEV = 2.95' VERTICAL CLEARANCE: 1.16' XING-9 TOP UTILITY: 6" DIP FIRE LINE FIRST LINE + BP ELEV: 3.83' BOTTOM UTILITY: 18" PL SWM SWM TYP ELEV: 0.53' MINIMUM VERTICAL CLEARANCE: 0.50' XING-15 TOP UTILITY: 6" DIP WATER LINE BP ELEV: 6.27' BOTTOM UTILITY: 18" HDPE SWM SWM TYP ELEV = 5.58' VERTICAL CLEARANCE: 0.69' XING-21 TOP UTILITY: 2" PE WATER LINE BP ELEV: 4.00' BOTTOM UTILITY: 8" PVC SANITARY LINE SWM TYP ELEV = 1.64' VERTICAL CLEARANCE: 2.36'	XING-4 TOP UTILITY: 2" PE WATER WATER BP ELEV: 3.70' BOTTOM UTILITY: 48" SWM PIPE SWM TYP ELEV = 1.38' VERTICAL CLEARANCE: 2.24' XING-10 TOP UTILITY: 6" DIP FIRE LINE FIRST LINE + BP ELEV: 3.42' BOTTOM UTILITY: 8" PVC SANITARY LINE SWM TYP ELEV: 0.25' VERTICAL CLEARANCE: 2.17' XING-16 TOP UTILITY: 18" HDPE SWM SWM BP ELEV: 3.46' BOTTOM UTILITY: 8" PVC SANITARY LINE SWM TYP ELEV = 0.36' VERTICAL CLEARANCE: 2.10' XING-22 TOP UTILITY: 2" PE WATER LINE BP ELEV: 4.00' BOTTOM UTILITY: 8" PVC SANITARY LINE SWM TYP ELEV = 1.11' VERTICAL CLEARANCE: 2.89'	XING-5 TOP UTILITY: 2" PE WATER WATER LINE + BP ELEV: 5.70' BOTTOM UTILITY: 18" HDPE SWM SWM TYP ELEV = 5.55' VERTICAL CLEARANCE: 1.15' XING-11 TOP UTILITY: 2" PE WATER LINE BP ELEV: 3.86' BOTTOM UTILITY: 18" PL SWM SWM TYP ELEV < 3.38' SANTITARY LINE CLEARANCE: 0.50' XING-17 TOP UTILITY: 2" PE WATER LINE BP ELEV: 4.75' WATER BP ELEV: 3.60' BOTTOM UTILITY: 8" PVC SANITARY LINE SWM TYP ELEV = 1.13' VERTICAL CLEARANCE: 4.61'	XING-6 TOP UTILITY: 2" PE WATER WATER LINE + BP ELEV: 6.14' BOTTOM UTILITY: 18" HDPE SWM SWM TYP ELEV = 5.15' VERTICAL CLEARANCE: 1.00' XING-12 TOP UTILITY: 2" PE WATER LINE BP ELEV: 3.70' BOTTOM UTILITY: 8" PVC SANITARY LINE SWM TYP ELEV = 1.16' VERTICAL CLEARANCE: 2.54' XING-18 TOP UTILITY: 2" PE WATER WATER BP ELEV: 3.60' BOTTOM UTILITY: 48" SWM PIPE SWM TYP ELEV = 1.38' VERTICAL CLEARANCE: 2.23'
---	---	---	---	--	---

C/O #1 INV = 2.64' RIM = AT GRADE	C/O #2 INV = 1.61' RIM = AT GRADE	C/O #3 INV = 1.51' RIM = AT GRADE	C/O #4 INV = 0.94' RIM = AT GRADE	C/O #5 INV = 0.86' RIM = AT GRADE
C/O #6 INV = -0.49' RIM = AT GRADE	C/O #7 INV = -0.76' RIM = AT GRADE	C/O #8 INV = 3.18' RIM = AT GRADE	C/O #9 INV = 2.04' RIM = AT GRADE	C/O #10 INV = 1.85' RIM = AT GRADE

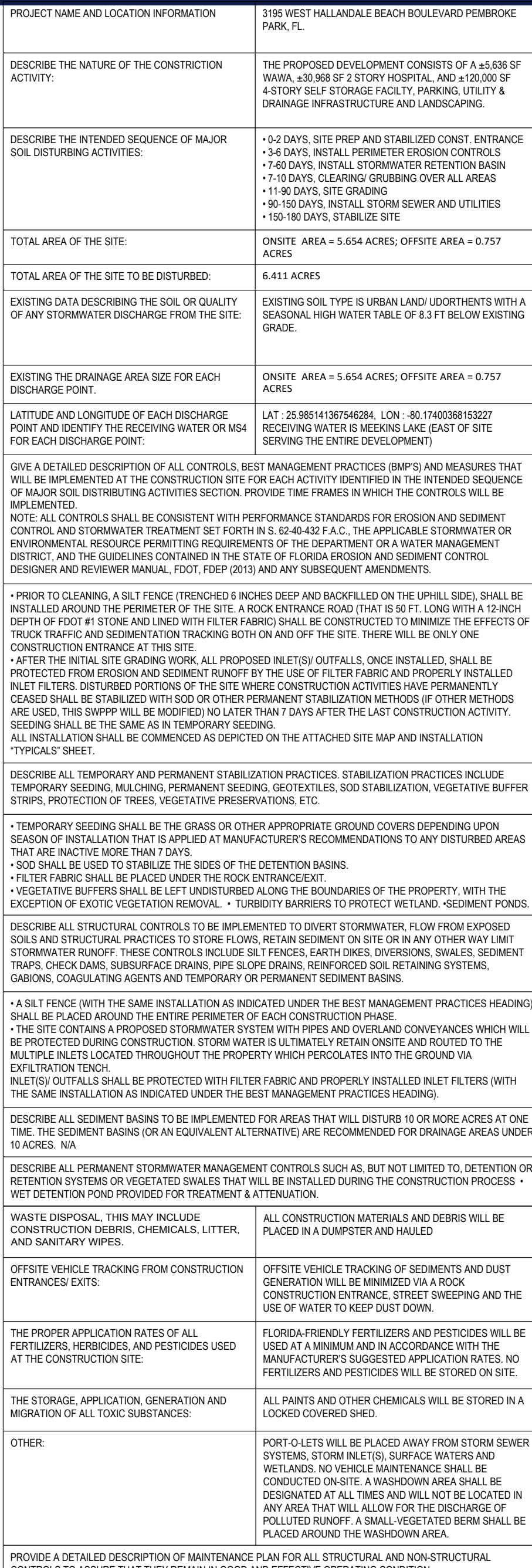
C/O #11 INV = 0.33' RIM = AT GRADE	C/O #12 INV = 0.43' RIM = AT GRADE	C/O #15 INV = 0.93' RIM = AT GRADE
--	--	--

C/O #13 INV = 1.54' RIM = AT GRADE	C/O #14 INV = 2.56' RIM = AT GRADE
--	--

C-501

ORG. DATE - 05/06/2021

WWS PROJ 107268 DWG 1229-71-064



1. EROSION AND SEDIMENT CONTROL BMP'S IN ADDITION TO THOSE PRESENTED ON THESE PLANS SHALL BE IMPLEMENTED AS NECESSARY TO PREVENT EROSION AND SEDIMENTATION OF THE PROJECT. THE OPERATOR SHALL MAINTAIN ALL STORMWATER CONVEYANCES OR RECEIVING WATERSHEDS, OR ON SITE WATERSHEDS AND SURFACE WATERS. BMP'S SHALL BE DESIGNED, INSTALLED, AND MAINTAINED BY THE SITE OPERATOR TO ENSURE THAT OFF SITE SURFACE WATER QUALITY REMAINS CONSISTENT WITH STATE AND LOCAL REGULATIONS. (THE OPERATOR IS THE ENTITY THAT OWNS OR OPERATES THE CONSTRUCTION ACTIVITY AND HAS AUTHORITY TO CONTROL THOSE ACTIVITIES AT THE PROJECT NECESSARY TO INSURE COMPLIANCE)
2. OFF SITE SURFACE WATER DISCHARGES, OR DISCHARGES TO ONSITE WETLANDS OR SURFACE WATERS WITH TURBIDITY IN EXCESS OF 29 NTU SHALL BE PROHIBITED. THE OPERATOR SHALL TAKE APPROPRIATE MEASURES TO STABILIZE ERODED AREAS AND TO PREVENT ACCESS TO WATER RESOURCES WITHIN 24 HOURS OF THE OCCURRENCE. THE REPORT SHALL INCLUDE THE CAUSE OF THE DISCHARGE AND CORRECTIVE ACTIONS TAKEN.
3. THE OPERATOR SHALL ENSURE THAT ADJACENT PROPERTIES ARE NOT IMPACTED BY WIND EROSION, OR EMISSIONS OF UNCONFINED PARTICULATE MATTER IN ACCORDANCE WITH RULE 62.021-3004(4), F.A.C. BY TAKING APPROPRIATE MEASURES TO STABILIZE ERODED AREAS.
4. FUEL AND OTHER PETROLEUM PRODUCT SPILLS THAT ENTER STORMWATER DRAINS OR WATERBODIES, OR FUEL AND OTHER PETROLEUM PRODUCT SPILLS THAT ARE IN EXCESS OF 25 GALLONS SHALL BE CONTAINED, CLEANED UP, AND IMMEDIATELY REPORTED TO WATER RESOURCES. SMALLER GROUND SURFACE SPILLS SHALL BE CLEANED UP AS SOON AS PRACTICAL.
5. IF CONTAMINATED SOIL AND/OR GROUNDWATER IS DISCOVERED DURING DEVELOPMENT OF THE SITE, ALL ACTIVITY IN THE VICINITY OF THE CONTAMINATION SHALL BE STOPPED IMMEDIATELY. CLEANUP AND REMEDIATION RESOURCES WILL BE CONTACTED.
6. PRIOR TO DEMOLITION OF EXISTING ON SITE STRUCTURES AN ASBESTOS SURVEY AND/OR ASBESTOS NOTIFICATION MAY BE REQUIRED.
7. NATIONAL POLLUTANT DISCHARGE IDENTIFICATION SYSTEM:
 - A. NPDES CONSTRUCTION GENERER PERMIT COVERAGE SHALL BE OBTAINED AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION COMMENCEMENT IN ACCORDANCE WITH RULE 62.021-3004(4), F.A.C.
 - B. A COPY OF THE FDEP COVERAGE CONFIRMATION LETTER SHALL BE POSTED AT THE SITE IN ACCORDANCE WITH RULE 62.021-3004(4)(A) PART III D.1, F.A.C.
 - C. A COPY OF THE FDEP COVERAGE CONFIRMATION LETTER SHALL BE PROVIDED TO WATER RESOURCES IN ACCORDANCE WITH RULE 62.021-3004(4)(A) PART III D.2, F.A.C.
 - D. THE SWPPP SHALL BE CERTIFIED IN ACCORDANCE WITH RULE 62.021-3004(4)(A) PART D.6, F.A.C.
8. SWPPP SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND MAINTENANCE RECORDS SHALL BE MAINTAINED AT THE PROJECT SITE, AND SHALL BE READILY AVAILABLE TO COUNTY OR STATE INSPECTORS.
9. THE DISCHARGE OF GROUNDWATER PRODUCED THROUGH DEWATERING, TO SURFACE WATERS, OR ANY PORTION OF THE MSA WILL REQUIRE A PERMIT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP, PERMITS) SHALL BE OBTAINED PRIOR TO THE COMMENCEMENT OF DEWATERING.

NPDES DISPERSED PERMIT COMPLIANCE requires INSPECTIONS EVERY 7 CALENDAR DAYS BY A NPDES QUALIFIED INSPECTOR TO DETERMINE IF THE CONSTRUCTION ACTIVITY IS BEING CONDUCTED IN ACCORDANCE WITH THE PERMIT. INSPECTIONS MAY RESULT IN RECOMMENDATIONS FOR ROUTINE MAINTENANCE OF THE SOIL EROSION CONTROL DEVICES, AS WELL AS FURTHER MAINTENANCE AS OUTLINED BELOW.

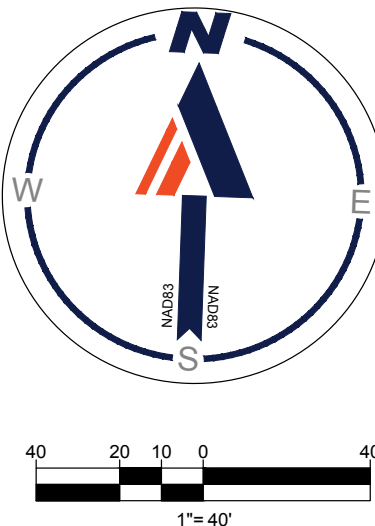
1. THROUGHOUT THE CONSTRUCTION PERIOD, ALL MUDSLIT TRACKED ONTO EXISTING FOOT ROADS FROM THE SITE DUE TO CONSTRUCTION SHALL BE IMMEDIATELY REMOVED BY THE CONTRACTOR
2. CATCH BASIN INLET AND WEEPLY FLOW LINE FILTERS SHALL BE MAINTAINED CLEAN AT ALL TIMES THROUGHOUT THE CONSTRUCTION PERIOD. WEEKLY INSPECTIONS WILL BE PERFORMED EVERY 7 CALENDAR DAYS. IF A FILTER HAS HOLES OR IS INUNDATED WITH SEDIMENT, THE FILTER WILL REQUIRE REPLACEMENT.
3. CONSTRUCTION ACCESS AND TRAFFIC MAT MUST BE MAINTAINED AS NECESSARY. REPLENISH CRUSHED AGGREGATE PRESENT LAYER IF FILLED WITH SEDIMENT, POOLING WATER OR HAS RUTS. A NEW LAYER MAY BE ADDED IF OLD LAYERS BECOME COMPACTED.
4. SILT FENCE IS TO BE INSPECTED DAILY BY CONTRACTOR AND EVERY 7 CALENDAR DAYS BY NPDES QUALIFIED INSPECTOR. IF THE FENCE IS DAMAGED, IT SHALL BE REPAIRED IMMEDIATELY. IF THE FENCE IS NOT SUFFICIENT, IT SHOULD BE TRENCED IN, BACK-FILLED, AND STAPLED OR STAKED ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS. MAINTENANCE INCLUDES THE REMOVING OF BUILDUP SEDIMENT, WHEN THE SEDIMENT ACCUMULATES TO THE TOP OF THE FENCE, IT MAY HAVE TO BE REMOVED BY THE CONTRACTOR. REPAIR, RENEW, OR RE-BUILD THE FENCE IF IT FAILS. IT WILL ALSO BE NECESSARY TO REINSTALL IF ANY PORTION OF THE FENCE WAS DAMAGED BY RAIN.
5. SEEDING OR RESEEDING MAY BE REQUIRED INSTANTLY TO AREAS WHICH HAVE BEEN DENIED BY RAINFALL.
6. REMOVE ANY VISIBLE SEDIMENT FROM THE BOTTOM BOTTOM TO KEEP THE BASE DESIGN INFILTRATION PERFORMANCE.
7. THE CONTRACTOR SHALL CONTINUOUSLY ENSURE THAT THE PERIMETER OF THE SITE, INCLUDING CONSTRUCTION ENTRANCES, IS SECURED FROM ALLOWING DEBRIS TO LEAVE THE SITE DUE TO CONSTRUCTION ACTIVITY OR RAINFALL. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL INSPECTIONS AND MAINTENANCE ACTIVITIES. THE CONTRACTOR DOCUMENTS CONTRACTOR ACKNOWLEDGES HE/SHE IS AWARE OF NPDES GUIDELINES AND POLICIES AS WELL AS BEST MANAGEMENT PRACTICES AND ASSUMES SOLE RESPONSIBILITY FOR FINES IMPOSED BY GOVERNMENTAL AGENCIES DUE TO VIOLATIONS.

1. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.
MIAMI-DADE COUNTY BENCHMARK #N-319; ELEVATION: 11.02 FEET; BENCHMARK

FLOOD ZONE: X/AH; BASE FLOOD ELEVATION: NONE/11 FEET; PANEL #12086C0304L
COMMUNITY #120635; MAP DATE: 9/11/09.

1. TRUCKS TO BE WASHED DOWN PRIOR TO EXITING THE SITE. REFER TO DETAIL ON C-901.

UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILER PARKING, LAYDOWN, PORTABLE RESTROOMS, WHEELED WASTE DISPOSAL DUMPSTER(S), WHEEL WASH, CONCRETE WASHOUT, FUEL AND MATERIAL STORAGE CONTAINERS, SOLID WASTE CONTAINERS, ETC. IMMEDIATELY DENOTE THEM ON THE SITE MAPS AND NOTE ANY CHANGES IN THEIR LOCATIONS ON THE SITE MAP.



NAME	TITLE	COMPANY NAME, ADDRESS AND PHONE NUMBER	DATE

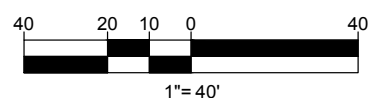
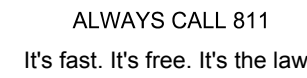
[illegible]



LABEL	AVG	MAX	MIN	AVG/MIN	MAX/MIN
CANOPY	34.95	56	13	2.69	4.31
DELIVERY	4.32	5.1	3.2	1.35	1.59
ENTRANCES & EXITS	2.03	4.0	1.0	4.06	5.00
PAVED, OTHER	2.36	6.8	0.4	5.90	17.00
PAVED, WAWA	3.23	8.1	0.8	4.04	10.13
PROPERTY LINES	0.47	1.0	0.1	4.70	10.00
UNDEFINED	0.65	9.4	0.0	N.A.	N.A.

LUM NO.	LABEL	MTG. HT.
47	C1	17.11
48	C1	17.11
49	C1	17.11
50	C1	21.53
51	C1	21.53
52	C1	21.53
53	C1	21.53
54	C1	21.53
55	C1	21.53
56	C1	21.53
57	D1	9
58	D1	9
59	D1	9
60	D1	13.5
61	D1	9
62	D1	9
63	D1	9
64	D1	9
65	D1	9
66	D1	9
67	D1	9
68	D1	9
69	D1	9
70	D1	9
71	D1	9
72	D1	9
73	D1	9
74	D1	9
75	D1	9
76	D1	9
77	D1	9
78	D1	9
79	D1	9
80	D1	9
81	D1	9
82	D2	13.5
83	D2	13.5
84	S1	9
85	S1	9
86	W1	15
87	W1	15
88	W1	15
89	W1	15
90	W1	15
91	W1	15
92	W1	15

1. ALL AREA LIGHTS ON 20 FT. POLES MOUNTED ON 6 IN. CONCRETE BASES.
2. ALL CONCRETE BASES TO BE LOCATED 5 FT. BEHIND CURB.
3. THIS SITE IS LOCATED IN A REGION WHERE LIGHTING IS REGULATED BY LOCAL ORDINANCES.

[illegible]

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PROJECT:

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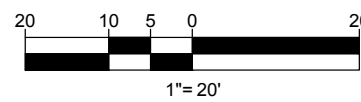
BOHLER //

FLORIDA BUSINESS CERT. OF AUTH. No. 30780

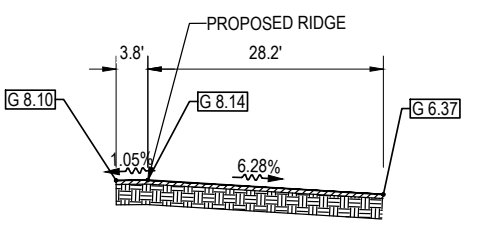


SHEET NUMBER: _____

ORG. DATE - 05/06/2021



1. MILL AND OVERLAY TO MATCH EXISTING PAVEMENT SECTIONS WITHIN THE RIGHT-OF-WAY.
2. RIGHT-OF-WAY DESIGNED PER FOOT STANDARDS.
3. RIGHT-OF-WAY WIDTHS VARY ALONG NW 10TH AVENUE, NW 11TH AVENUE, & NW 72ND STREET. REFER TO SHEET C-401 FOR FULL PAVEMENT AND MILL & OVERLAY AREAS.
4. REFER TO SHEET C-902 FOR TYPICAL PAVEMENT DETAILS.



ORG. DATE - 05/06/2021





BROWARD COUNTY
PUBLIC WORKS DEPARTMENT

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST OPRANDI ROAD
FORT LAUDERDALE, FL 33309
PHONE NO. 954-831-0745
FAX: 954-831-0902

STANDARD DETAIL

The diagram illustrates the standard layout for water and wastewater utilities. It includes a plan view at the top showing the relative positions of the sewer service, reclaimed water, and potable water main to the sidewalk and right-of-way (ROW). Dimensions indicate a 6' typical offset for the sewer service, a 2' typical offset for the reclaimed water, and a 3' typical offset for the potable water main. A 10' minimum clearance is shown between the utilities. A side view below shows the vertical alignment of the utilities, with the sewer service at the top, followed by the reclaimed water and then the potable water main. The diagram also shows the location of the utilities relative to the sidewalk and ROW.

LEGEND
GS - GRAVITY SEWER
RW - RECLAIMED WATER
WM - POTABLE WATER MAIN

NOTE: LOCATION OF SERVICES CAN BE MODIFIED WITH WWS APPROVAL.

REVISED

7/7/2021

UTILITY LOCATIONS

FIGURE 104

[illegible]

BROWARD COUNTY PUBLIC WORKS DEPARTMENT	MATCH WATER SKEWER SERVICES ENGINEERING DIVISION 2355 WEST OCEAN ROAD FORT LAUDERDALE, FL 33609 PHONE NO. 954-831-0745 FAX NO. 954-831-0052	STANDARD DETAIL																																																														
	CROSSES SHALL BE RESTRAINED IN ALL DIRECTIONS. FITTINGS AND VESNES NEED TO BE RESTRAINED PER STANDARD DETAILS 109-112, EVEN WHEN THE FITTINGS OR VALVES ARE CUT IN AFTER THE INITIAL PIPE INSTALLATION. ASBESTOS CEMENT PIPE WILL BE REPLACED WITH DUCTILE IRON PIPE AT LEAST THROUGH THE RESTRAINING LENGTH.	DUCTILE IRON PIPE <table> <tr> <th></th><th colspan="5">HORIZONTAL, L (FEET)</th><th colspan="2">45° VERTICAL OFFSET (FEET)</th></tr> <tr> <th>Diameter</th><th>11 1/4"</th><th>22 3/4"</th><th>45"</th><th>90"</th><th>Tee or Cross</th><th>Valves and Dead End</th><th>UPPER</th><th>LOWER</th></tr> <tr><td>4</td><td>1</td><td>2</td><td>4</td><td>10</td><td>7</td><td>20</td><td>9</td><td>4</td></tr> <tr><td>6</td><td>2</td><td>3</td><td>6</td><td>14</td><td>15</td><td>28</td><td>12</td><td>5</td></tr> <tr><td>8</td><td>2</td><td>4</td><td>8</td><td>17</td><td>23</td><td>37</td><td>16</td><td>7</td></tr> <tr><td>10</td><td>2</td><td>5</td><td>9</td><td>21</td><td>30</td><td>44</td><td>19</td><td>8</td></tr> <tr><td>12</td><td>3</td><td>5</td><td>10</td><td>24</td><td>38</td><td>52</td><td>22</td><td>9</td></tr> </table>		HORIZONTAL, L (FEET)					45° VERTICAL OFFSET (FEET)		Diameter	11 1/4"	22 3/4"	45"	90"	Tee or Cross	Valves and Dead End	UPPER	LOWER	4	1	2	4	10	7	20	9	4	6	2	3	6	14	15	28	12	5	8	2	4	8	17	23	37	16	7	10	2	5	9	21	30	44	19	8	12	3	5	10	24	38	52	22	9
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REVISED 7/7/2021	<u>SINGLE FITTING RESTRAINED JOINT</u> 150 PSI TEST PRESSURE RESTRAINED JOINT REQUIREMENTS SINGLE FITTING FIGURE 109																																																															

**BROWARD COUNTY
PUBLIC WORKS DEPARTMENT**

**WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
3305 WEST COHANE ROAD
PORTLAND BEACH, FL 33469
PHONE NO. 954-881-0745
FAX: 954-881-0922**

STANDARD DETAIL

STRAIGHT REDUCER

TEE REDUCER

DUCTILE IRON PIPE

DIAMETER	6"	8"	10"	12"
4"	15'	27'	36'	45'
6"		16'	27'	38'
8"			15'	28'
10"				16'

PVC PIPE

DIAMETER	6"	8"	10"	12"
4"	24'	43'	58'	72'
6"		25'	44'	61'
8"			24'	44'
10"				25'

DUCTILE IRON PIPE

DIAMETER	6"	8"	10"	12"
4"	1'	1'	1'	1'
6"		6'	1'	1'
8"			15'	10'
10"				23'

PVC PIPE

DIAMETER	6"	8"	10"	12"
4"	1'	1'	1'	1'
6"		16'	8'	1'
8"			31'	25'
10"				44'

THE NOTED REQUIREMENTS WERE CALCULATED IN ACCORDANCE WITH THRUST RESTRAINT CALCULATOR V7.2 BY EBAA IRON WITH THE FOLLOWING ASSUMPTIONS:
 SOIL CONDITIONS: SW OR GW; LENGTH ALONG RUN EQUALS 4 FEET
 LAYING CONDITION: 4. SAND BEDDING, BACKFILL COMPACTED > 80%
 MINIMUM COVER: 3.0 FT; SAFETY FACTOR: 1.5; BARE PIPE (NO POLY WRAP)
 IF FIELD CONDITIONS DIFFER FROM THE ABOVE, CONTRACTOR SHALL NOTIFY RWIS.
 FOR PIPE LARGER THAN INCLUDED IN THE ABOVE TABLES, ENGINEER OF RECORD SHALL SUBMIT CALCULATIONS FOR EACH JOINT REQUIRING RESTRAINT.

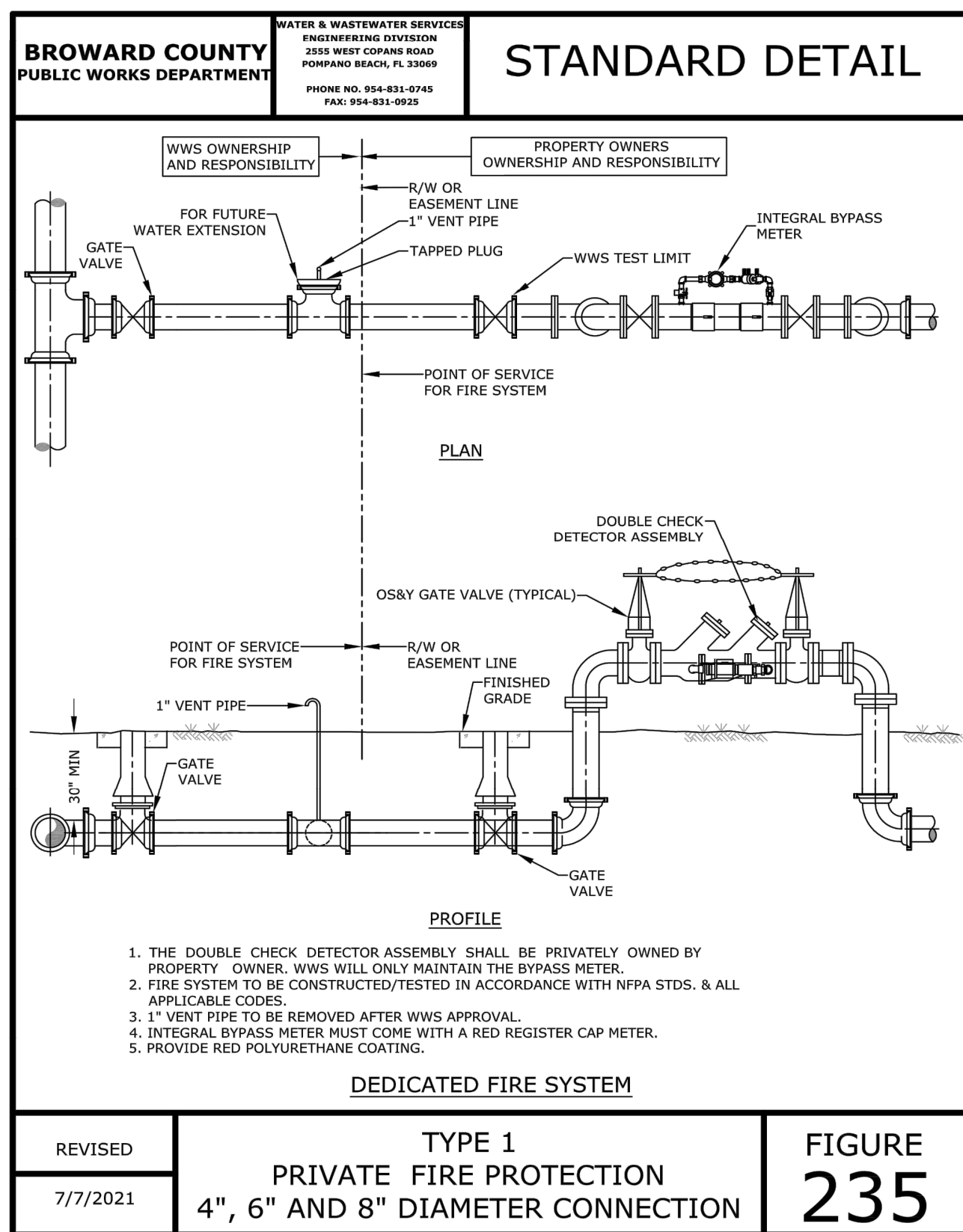
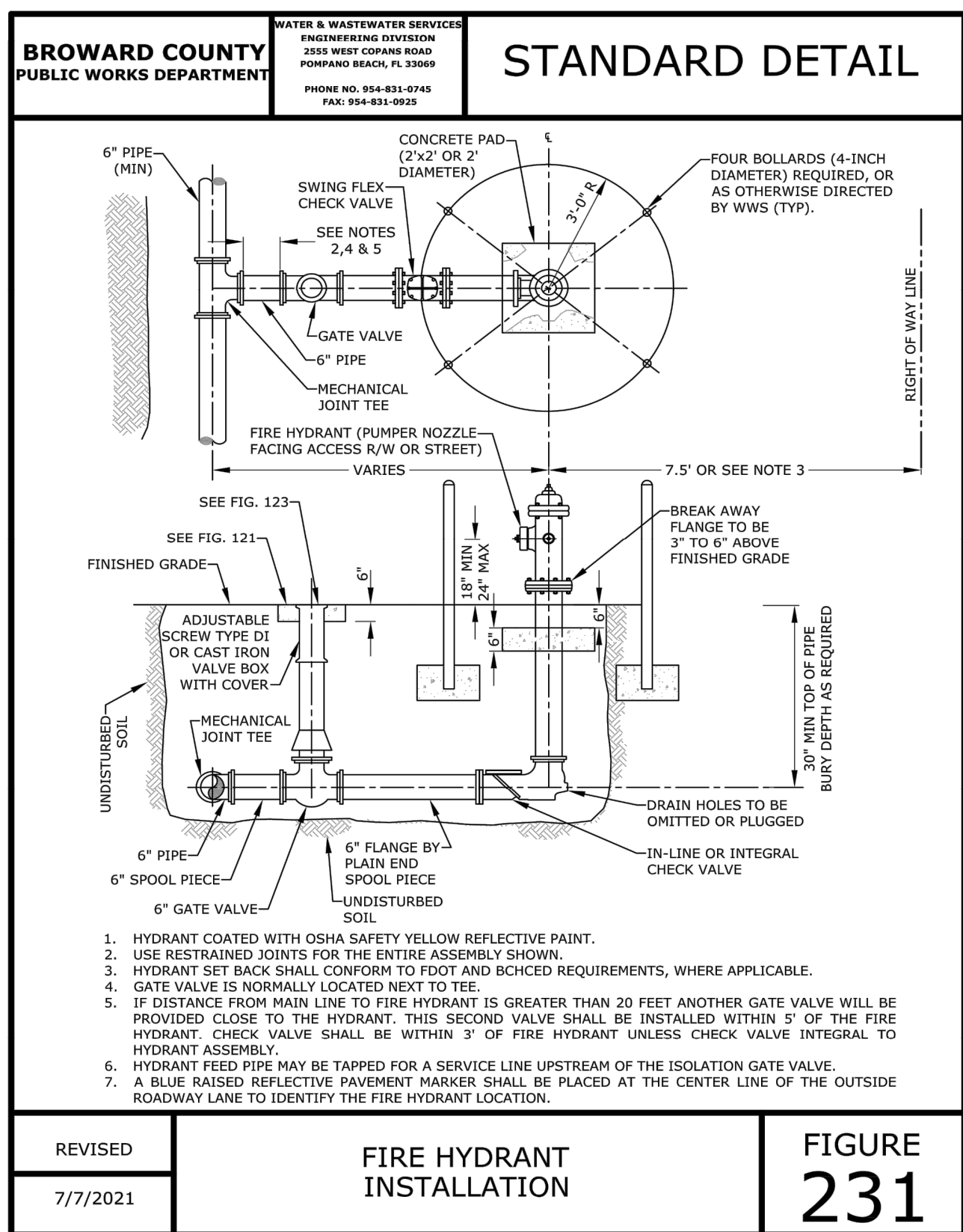
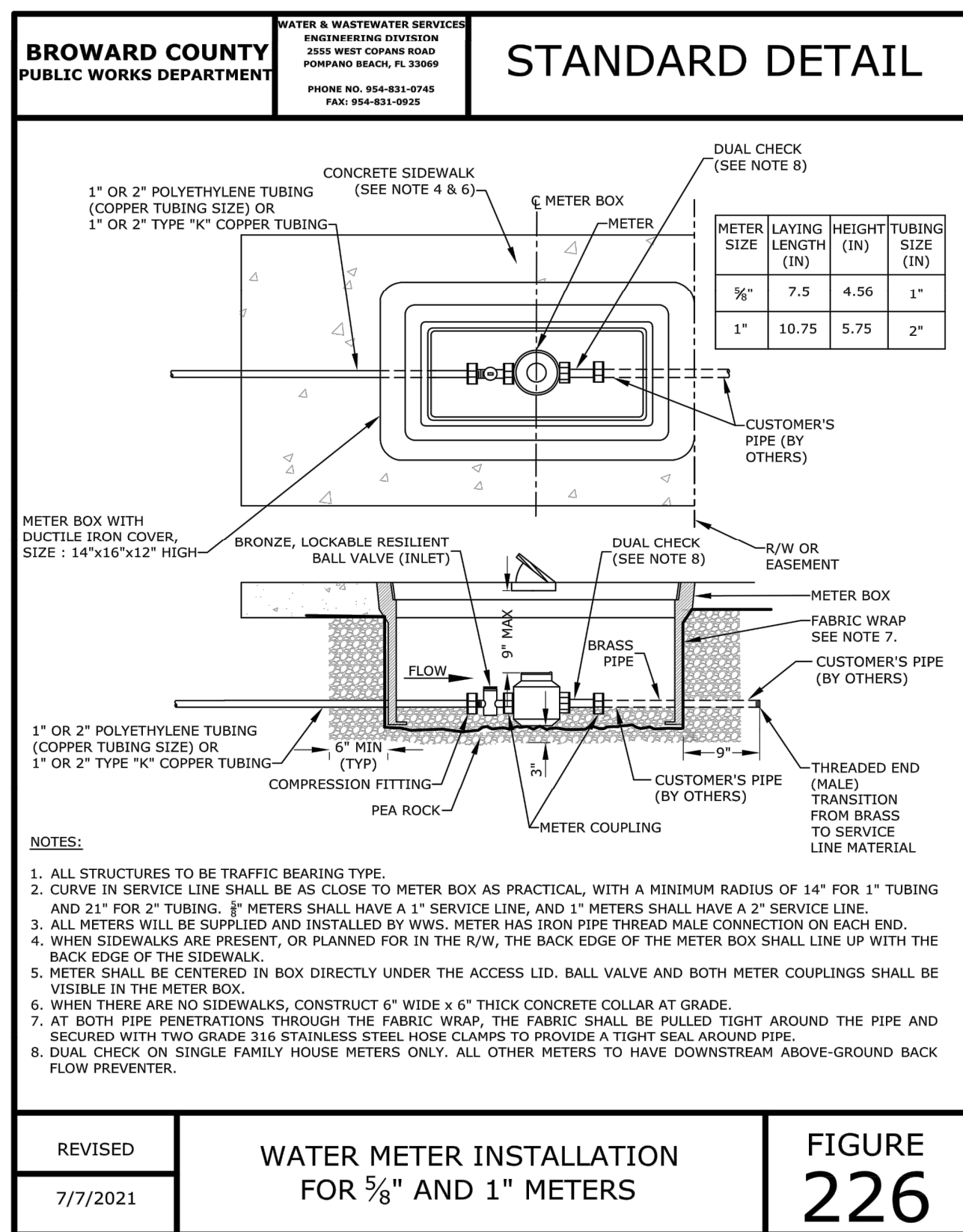
RESTRAINED REDUCING FITTING
150 PSI TEST PRESSURE

**RESTRAINED JOINT
REQUIREMENTS REDUCING FITTINGS**

**FIGURE
112**

REVISED

7/7/2021





EXTERIOR ELEVATION - OVERALL SOUTH



EXTERIOR ELEVATION - OVERALL EAST

NOTE: RENDERINGS ARE FOR GENERAL INFORMATION OF DESIGN INTENT. SOME ELEMENTS MAY DIFFER. REFER TO EXTERIOR ELEVATIONS ON THE FOLLOWING SHEETS.



**Gresham
Smith**

GreshamSmith.com

Two Harbour Place
302 Knights Run Avenue
Tampa, FL 33602
Suite 900
813-251-6838

FL QUALIFIER NO. AR0013420
FL REGISTRATION NO. 018088



EMERALD
ENGINEERING INC.

9942 Currie Davis Drive
Suite H
Tampa, FL 33619
813-995-0300

NUTEX HEALTH
PEMBROKE PARK, FLORIDA

NOT FOR
CONSTRUCTION

TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF
THE PLANS, SPECIFICATIONS, AND ADDENDA COMPLY WITH

[illegible]

COLORED EXTERIOR
ELEVATIONS

P301

45465.00
03.08.22

This L _____ All Size _____



EXTERIOR ELEVATION - OVERALL WEST



EXTERIOR ELEVATION - OVERALL NORTH



GreshamSmith.com

Two Harbour Place
302 Knights Run Avenue
Tampa, FL 33602
Suite 900
813-251-6838

FL QUALIFIER NO. AR0013420
FL REGISTRATION NO. 018088



9942 Currie Davis Drive
Suite H
Tampa, FL 33619
813-995-0300



NUTEX HEALTH
PEMBROKE PARK, FLORIDA
3195 West Halandale Beach Boulevard, Florida 33009

NOT FOR
CONSTRUCTION

TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF
THE PLANS, SPECIFICATIONS, AND ADDENDA COMPLY WITH
STATE, FEDERAL, AND ALL APPLICABLE CODES AND REGULATIONS.

[illegible]

COLORED EXTERIOR
ELEVATIONS

P302

45465.00
03.08.22

This line is 3 inches when printed E-11 S

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



MEETING DATE: February 23, 2022

SUBJECT: DRC Meeting #1 / Site Plan Review / 21-SP-05 (REV)
3195 West Hallandale Beach Boulevard / Seneca Town Center

This review is based on the plans received by the Town of Pembroke Park on February 11, 2022. Based on the comments below, no additional DRC review is required. All comments should be addressed at the time of Planning and Zoning Board submittal and/or building permit, as applicable.

Planning and Zoning Comments

1. Parking calculations and proposed parking should be updated to include the required hospital parking per Section 28-301(a)(4): *Hospitals, sanitariums and welfare institutions: One (1) parking space for each two hundred (200) square feet of sleeping room area for patients contained in the building.*
2. Provide an enhanced pedestrian connection between proposed hospital and convenience store.
3. Provide a letter from Broward County whether the new proposed use will require a plat note amendment.
4. A separate permit will be required for signage.
5. If the property is subdivided in the future, the applicant shall demonstrate each parcel meets the required parking requirements or provide a cross parking agreement.
6. At the time of Building Permit concurrency shall be met. (Section 13.5-62)
7. Design Comments:
 - a. All buildings on site should have a consistent architectural theme, including

- paint color when possible. Consider a lighter color for the overall structure.
- b. Consider using pyramid roof style instead of flat hip to match other buildings on site.
 - c. Consider changing name of facility to "Pembroke" instead of "Hallandale"

Engineering Comments

1. There is a proposed structure on the north side of the hospital building with no additional information. What is this?
2. Coordinate with BCWWS/City of Hollywood to ensure water/wastewater systems have capacity to handle additional flows/requirements from the proposed project. Provide proof of coordination in form of a "capacity letter" .
3. Check BCWWS standards for proper installation of fire hydrants. It appears the valves are not depicted properly per BCWWS for the fire hydrant installation.
4. 6It appears there is a 'missing' detail on sheet C-905. Please revise accordingly.
5. Stormwater/Erosion Control: Cross-sections should detail the base, subbase, percent slope, etc. Please add this additional information.
6. In addition to the cross-sections provided, provide cross-sections at every driveway entrance to the site.
7. Advise how water quality and quantity pre vs. post requirements will be met for the site. It appears there is a very minimal amount of retention areas/exfiltration trench proposed for this site.
8. Please show a truck washing station on the erosion control plan and provide corresponding details.
9. From the survey, the storm structures that are being tied in SW 28th St. are full of water. Please confirm who owns these structures and provide approval for connecting into them. This connection is not advised if the system is already at capacity.
10. Storm CO-1 has an angle of more than 90°. This is not preferred for any stormwater piping. Please revise accordingly.

11. There appears to be an exfiltration trench depicted between structures A-16 and A-17; however, no callout/reference is given for this trench. Please revise accordingly.
12. The callout for the exfiltration trench between structures A-42 and A43 is covered and not pointing to the trench. Revise accordingly.
13. There are three structures in the northern driveway connection for the hospital. Please advise why all three structures are required, and/or revise accordingly if not.
14. Connection to existing structure A-49 is depicted at invert elevation of 1.53' (18"). This will only allow for 1' of cover. Revise accordingly for at least 2' of cover (3' preferred).
15. Connection to existing structure A-30.2 is depicted at invert elevation of 2.40 (18"). This will only allow for 0.3' of cover. Revise accordingly for at least 2' of cover (3' preferred).
16. The stop sign at the northern driveway of the hospital appears to be very far off the roadway. Please revise plans to resolve this.
17. Many crosswalks and stop bars depicted on plans do not extend to the edges of the roadways as is common practice (I.E: Crosswalk south of hospital, stop bars for assumed ambulance parking). Please review and revise accordingly.
18. Detectable warning pads are shown for the entire SW corner of the hospital. Please provide bollards to protect the hospital building in this area.
19. On the west side of the hospital, a Do Not Enter (DNE) sign is only provided on one side of the ambulance area. Please provide DNE signs on both sides of the ambulance parking area as is typical.
20. The stop bar and sign south of the hospital are after the crosswalk connection. This is not typical as it means vehicles will be stacking on top of the crosswalk. Please reevaluate this area and revise accordingly.
21. Detectable warning pad is missing on the sidewalk connection across the drive aisle west of the SW corner of the hospital building. Revise plans accordingly.

22. Please ensure all stop signs are at least 2' away from parking stalls/drive aisles. Across the drive aisle from the SW corner of the hospital, the stop sign appears to be a likely hazard for parked cars opening their doors.
23. Please add note to plans that all stop bars/crosswalk markings are to be thermoplastic.
24. There appears to be no stop sign on the southbound drive aisle adjacent to the SE corner of the hospital. Please advise if this is an error or if there will be no stop sign proposed there.
25. Please review the latest FDOT Standard Index 711-002. The bicycle lane appears to be improperly marked.

Fire Safety Comments

1. The required installation /location for the addition for the new fire hydrant (C-501), which is indicated to be installed near the NE corner of the proposed new two-story automatic fire sprinkler protected hospital building shall be compliant with NFPA 24: 7.2.3-Hydrants shall be located not less than 40 feet from the buildings to be protected. In addition, please be aware, that the hydrant shall be in compliance with having a clear space in front of the hydrant connection not less than 60 inches and a 36 inch clear space around the circumference of the fire hydrant in accordance with NFPA 1: 18.5.7.
2. Please be aware upon permit applications (a plan note shall be required) that All buildings for the project shall comply with meeting the Minimum Radio Signal Strength for Fire Department Communications. (Note: AHJ will verify emergency radio communication signal acceptance with field verification upon the last tenant build-out.). NFPA 1:11.10 requires minimum radio signal strength for fire department communications to be maintained at a level determined by the AHJ for all new and existing buildings.

The Owner's Rep or GC shall conduct a Preliminary Initial Assessment to determine if the minimum radio signals strength for fire department communication is in compliance with Broward County standards.

Prior to any testing, the occupancy shall be structurally completed with all interior partitions, windows and doors installed.

An assessment will be conducted by the Owner's Rep or GC to determine if the minimum radio signals strength for fire department communication in the occupancy is in compliance, in accordance with NFPA 1, NFPA 72, and NFPA 1221

Radio coverage shall be provided throughout the building as a percentage of floor area as specified below in accordance with NFPA 72 and NFPA 1221

3. Shall provide an updated Fire Flow Demand Calculations for the Project: Seneca Town Center identifying the proposed 3 buildings on the site for building type (Construction type) in accordance with NFPA 220 and water supply needed for manual firefighting (fire flow) and (if applicable) fire sprinkler/standpipe operations in GPM for fire firefighting operations, in accordance with NFPA 1:18.4.5.2.1 Table: minimum required fire flow and flow duration for the each building as per the Florida Fire Prevention Code 7th ED.(signed & sealed by the Engineer of Record.)

Building Department Comments

1. This review is not intended to be a full building code review of the building components; as this can only be accomplished at the time of application for permit submittal and during the review process.
2. Should the applicant wish to obtain a preliminary code review from all trades, a "dry-run" process can be requested as a separate process through the Building Department at a fee. However, this type of review is only valid to receive code review comments based on the level of completion of the documents submitted and cannot be converted into a permit and does not include any revision of any outside agencies nor set any current building code.
3. Informational only: The proposed Buildings are in a Flood Hazard Area (FHA) identified as an "X and AH-6.5" zones; and are being proposed to be at a Finish Floor Elevation (FFE) of 10.50' NAVD; which is compliant with the NFIP and the Town code of Ordinances.

4. Informational only: The number of accessible parking spaces are consistent with the FBC-A due the number provided at each building. Please note this could change once the proper parking requirements are applied.



200 South Biscayne Boulevard, 20th Floor
Miami, FL 33131
786.681.0800

March 6, 2022

Heidi Siegel
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Project Name: 3195 West Hallandale Beach Boulevard / Seneca Town Center
Application No.: 21-SP-05 (REV)

Dear Heidi,

We have received your comment letter dated February 23rd 2022 and have revised the construction plans accordingly. In addition, we have provided the following responses to your comments.

PLANNING & ZONING COMMENTS:

1. *Parking calculations and proposed parking should be updated to include the required hospital parking per Section 28-301(a)(4): Hospitals, sanitariums and welfare institutions: One (1) parking space for each two hundred (200) square feet of sleeping room area for patients contained in the building.*

RESPONSE: Please see revised sheet C-301 with the correct Parking tabulation for the proposed Hospital use. (1 Space / 200 SF of Sleeping Room Area) = 6,635 Sf / 200 Sf = 34 Spaces.

2. *Provide an enhanced pedestrian connection between proposed hospital and convenience store.*

RESPONSE: Pedestrian crosswalk has been added and expanded entirely across the entire width of the roadway.

3. *Provide a letter from Broward County whether the new proposed use will require a plat note amendment.*

RESPONSE: A letter has been provided and attached for submittal. The proposed new use will require a plat note amendment.

4. *A separate permit will be required for signage.*

RESPONSE: Acknowledged.

5. *If the property is subdivided in the future, the applicant shall demonstrate each parcel meets the required parking requirements or provide a cross parking agreement.*

RESPONSE: Acknowledged.

6. *At the time of Building Permit concurrency shall be met. (Section 13.5-62)*

RESPONSE: Acknowledged.

7. *Design Comments:*

- a. *All buildings on site should have a consistent architectural theme, including paint color when possible. Consider a lighter color for the overall structure.*
 - B. *Consider using pyramid roof style instead of flat hip to match other buildings on site.*
 - C. *Consider changing name of facility to "Pembroke" instead of "Hallandale"*
- A. **RESPONSE:** Architect is looking into this and will proposed a consistent architectural theme.
- B. **RESPONSE:** The hip roof is being used due to the design, structural design and functionality of the overall structure. We believe this is a good blend of roof style between the storage and the Wawa while still allowing for maximum function and usability of space.
- C. **RESPONSE:** Acknowledged. Alternative naming is being considered.

ENGINEERING COMMENTS:

1. *There is a proposed structure on the north side of the hospital building with no additional information. What is this?*

RESPONSE: A proposed generator enclosure, now properly labeled.

2. *Coordinate with BCWWS/City of Hollywood to ensure water/wastewater systems have capacity to handle additional flows/requirements from the proposed project. Provide proof of coordination in form of a "capacity letter".*

RESPONSE: BCWWS has been contacted. As soon as letter is revised it will be provided.

3. *Check BCWWS standards for proper installation of fire hydrants. It appears the valves are not depicted properly per BCWWS for the fire hydrant installation.*

RESPONSE: Plans are going through the review of BCWWS are ongoing. Any proposed valves and/or fire hydrants have been designed per BCWWS Standards.

4. *It appears there is a 'missing' detail on sheet C-905. Please revise accordingly.*

RESPONSE: 'Missing' detail reference has been fixed.

5. *Stormwater/Erosion Control: Cross-sections should detail the base, subbase, percent slope, etc. Please add this additional information.*

RESPONSE: Cross-sections have been provided on page C-801. Please refer to sheet C-902 for the general pavement section details as noted on sheet C-801.

6. *In addition to the cross-sections provided, provide cross-sections at every driveway entrance to the site.*

RESPONSE: Cross-sections have been provided on page C-801 for every driveway entrance.

7. *Advise how water quality and quantity pre vs. post requirements will be met for the site. It appears there is a very minimal amount of retention areas/exfiltration trench proposed for this site.*

RESPONSE: Site is a part of the overall master Seneca Industrial Park. Requirements set forth for the master system require water quality to be met onsite prior to discharging into the system. Please see attached SWM Report.

8. *Please show a truck washing station on the erosion control plan and provide corresponding details.*

RESPONSE: Truck washing station detail has been added to see C-901. General note on sheet C-601 and C-602 indicates trucks must be washed prior to existing the site.

9. *From the survey, the storm structures that are being tied in SW 28th St. are full of water. Please confirm who owns these structures and provide approval for connecting into them. This connection is not advised if the system is already at capacity.*

RESPONSE: As discussed during the DRC Meeting the site is part of the master Seneca Industrial system. Storm Structures were designed below water the table.

10. *Storm CO-1 has an angle of more than 90°. This is not preferred for any stormwater piping. Please revise accordingly.*

RESPONSE: Storm C0-1 has been revised to an angle of 90° as requested.

11. *There appears to be an exfiltration trench depicted between structures A-16 and A-17; however, no callout/reference is given for this trench. Please revise accordingly.*

RESPONSE: Exfiltration call out has been revised between structures A-16 and A-17. Please see revised sheet C-401.

12. *The callout for the exfiltration trench between structures A-42 and A-43 is covered and not pointing to the trench. Revise accordingly.*

RESPONSE: Exfiltration call out has been revised between structures A-42 and A-43. Please see revised sheet C-401.

13. *There are three structures in the northern driveway connection for the hospital. Please advise why all three structures are required, and/or revise accordingly if not.*

RESPONSE: Three structures are required in the northern driveway to catch the water at proposed low points in the northern driveway.

14. *Connection to existing structure A-49 is depicted at invert elevation of 1.53' (18"). This will only allow for 1' of cover. Revise accordingly for at least 2' of cover (3' preferred).*

RESPONSE: Existing structure A-49 has been revised with an invert elevation of 1.12' (18"), with a rim elevation of 5.76', allowing for 3' of cover.

15. *Connection to existing structure A-30.2 is depicted at invert elevation of 2.40 (18"). This will only allow for 0.3' of cover. Revise accordingly for at least 2' of cover (3' preferred).*

RESPONSE: Existing structure A-30.2 has been revised with an invert elevation of 1.50' (18"), with a rim elevation of 5.64', allowing for 2.51' of cover.

16. *The stop sign at the northern driveway of the hospital appears to be very far off the roadway. Please revise plans to resolve this.*

RESPONSE: Stop sign has been adjusted as per PP DRC comment.

17. *Many crosswalks and stop bars depicted on plans do not extend to the edges of the roadways as is common practice (I.E: Crosswalk south of hospital, stop bars for assumed ambulance parking). Please review and revise accordingly.*

RESPONSE: All crosswalks and stop bars have been adjusted to the edge of the roadways as requested.

18. *Detectable warning pads are shown for the entire SW corner of the hospital. Please provide bollards to protect the hospital building in this area.*

RESPONSE: Bollards have been added as per PP DRC comment.

19. *On the west side of the hospital, a Do Not Enter (DNE) sign is only provided on one side of the ambulance area. Please provide DNE signs on both sides of the ambulance parking area as is typical.*

RESPONSE: Do Not Enter signs have been provided on each side as requested.

20. *The stop bar and sign south of the hospital are after the crosswalk connection. This is not typical as it means vehicles will be stacking on top of the crosswalk. Please reevaluate this area and revise accordingly.*

RESPONSE: Stop bars and stop signs have been adjusted to be located behind the crosswalk as requested.

21. *Detectable warning pad is missing on the sidewalk connection across the drive aisle west of the SW corner of the hospital building. Revise plans accordingly.*

RESPONSE: Detectable warning pads have been added as per PP DRC comment.

22. *Please ensure all stop signs are at least 2' away from parking stalls/drive aisles. Across the drive aisle from the SW corner of the hospital, the stop sign appears to be a likely hazard for parked cars opening their doors.*

RESPONSE: The stop sign SW corner of the hospital has been adjusted to be at least 2' away from the parking stalls/ drive aisles.

23. *Please add note to plans that all stop bars/crosswalk markings are to be thermoplastic.*



RESPONSE: Note has been added to sheet C-301. As requested.

24. *There appears to be no stop sign on the southbound drive aisle adjacent to the SE corner of the hospital. Please advise if this is an error or if there will be no stop sign proposed there.*

RESPONSE: Stop sign has been added as per comment.

25. *Please review the latest FDOT Standard Index 711-002. The bicycle lane appears to be improperly marked.*

RESPONSE: Proposed bicycle lane is currently being approved and reviewed by FDOT. Any proposed stripping has within the ROW has been requested by FDOT.

FIRE SAFETY COMMENTS:

1. *The required installation /location for the addition for the new fire hydrant (C-501), which is indicated to be installed near the NE corner of the proposed new two-story automatic fire sprinkler protected hospital building shall be compliant with NFPA 24: 7.2.3-Hydrants shall be located not less than 40 feet from the buildings to be protected. In addition, please be aware, that the hydrant shall be in compliance with having a clear space in front of the hydrant connection not less than 60 inches and a 36 inch clear space around the circumference of the fire hydrant in accordance with NFPA 1: 18.5.7.*

RESPONSE: Acknowledged.

2. *Please be aware upon permit applications (a plan note shall be required) that All buildings for the project shall comply with meeting the Minimum Radio Signal Strength for Fire Department Communications. (Note: AHJ will verify emergency radio communication signal acceptance with field verification upon the last tenant build-out.). NFPA 1:11.10 requires minimum radio signal strength for fire department communications to be maintained at a level determined by the AHJ for all new and existing buildings.*

The Owner's Rep or GC shall conduct a Preliminary Initial Assessment to determine if the minimum radio signals strength for fire department communication is in compliance with Broward County standards.

Prior to any testing, the occupancy shall be structurally completed with all interior partitions, windows and doors installed.

An assessment will be conducted by the Owner's Rep or GC to determine if the minimum radio signals strength for fire department communication in the occupancy is in compliance, in accordance with NFPA 1, NFPA 72, and NFPA 1221

Radio coverage shall be provided throughout the building as a percentage of floor area as specified below in accordance with NFPA 72 and NFPA 1221

RESPONSE: Acknowledged.

3. *Shall provide an updated Fire Flow Demand Calculations for the Project: Seneca Town Center identifying the proposed 3 buildings on the site for building type (Construction type) in accordance*



with NFPA 220 and water supply needed for manual firefighting (fire flow) and (if applicable) fire sprinkler/standpipe operations in GPM for fire firefighting operations, in accordance with NFPA 1:18.4.5.2.1 Table: minimum required fire flow and flow duration for the each building as per the Florida Fire Prevention Code 7th ED.(signed & sealed by the Engineer of Record.)

RESPONSE: Acknowledged. Updated Fire Demand Flows have been provided.

BUILDING DEPARTMENT COMMENTS:

1. *This review is not intended to be a full building code review of the building components; as this can only be accomplished at the time of application for permit submittal and during the review process.*

RESPONSE: Acknowledged.

2. *Should the applicant wish to obtain a preliminary code review from all trades, a "dry-run" process can be requested as a separate process through the Building Department at a fee. However, this type of review is only valid to receive code review comments based on the level of completion of the documents submitted and cannot be converted into a permit and does not include any revision of any outside agencies nor set any current building code.*

RESPONSE: Acknowledged.

3. *Informational only: The proposed Buildings are in a Flood Hazard Area (FHA) identified as an "X and AH-6.5" zones; and are being proposed to be at a Finish Floor Elevation (FFE) of 10.50' NAVD; which is compliant with the NFIP and the Town code of Ordinances.*

RESPONSE: Acknowledged.

4. *Informational only: The number of accessible parking spaces are consistent with the FBC-A due the number provided at each building. Please note this could change once the proper parking requirements are applied.*

RESPONSE: Acknowledged.

We believe the above responses and corresponding plan changes have adequately satisfied the comments. Should you have any questions or would like to discuss the project at any time during your review, please contact us at (786) 681-0800.

Sincerely,

BOHLER ENGINEERING

Taylor Parker, P.E.
Associate

cc: File

www.BohlerEngineering.com



www.BohlerEngineering.com

Kayelyn de los Santos

From: Da Luz, Karina <KDALUZ@broward.org>
Sent: Friday, February 25, 2022 4:27 PM
To: Brett Goldstein
Cc: Taylor Parker; Juan Ortega; Jeff Zito; McGuire, David; flb200202@nf.bohlereng.com; flm210089@nf.bohlereng.com
Subject: RE: 3195 West Hallandale Beach Boulevard - Seneca Plat (084-MP-95)

EXTERNAL: Use caution with attachments and links.

Hi Brett,

A note amendment will be required, additionally from my conversation with you a few minutes ago over the phone, it seems like Parcel B will go over the 160,000 sq. ft. currently allowed.

From: Brett Goldstein <bgoldstein@bohlereng.com>
Sent: Friday, February 25, 2022 4:24 PM
To: Da Luz, Karina <KDALUZ@broward.org>
Cc: Taylor Parker <tparker@bohlereng.com>; Juan Ortega <jortega@jfo.us>; Jeff Zito <JZito@ferbercompany.com>; McGuire, David <DMCGUIRE@broward.org>; flb200202@nf.bohlereng.com; flm210089@nf.bohlereng.com
Subject: RE: 3195 West Hallandale Beach Boulevard - Seneca Plat (084-MP-95)

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It was great speaking with you a minute ago. I wanted to just clarify the definition for the proposed use;

"A free-standing emergency room is a facility that specializes in personal medical care and treatment of people. These facilities are structurally separate and distinct from a hospital and provide emergency care for potentially life-threatening conditions. They are typically open 24 hours a day, 7 days a week, 365 days per year."

I am not sure if this changes if a plat note is required or not.

Thank you,

Brett Goldstein, EIT
Sr. Design Engineer
200 South Biscayne Boulevard, 20th Floor
Miami, FL 33131
o 786-681-0800 / c 561-504-4878 / bgoldstein@bohlereng.com
www.BohlerEngineering.com

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From: Da Luz, Karina <KDALUZ@broward.org>

Sent: Friday, February 25, 2022 4:05 PM

To: Brett Goldstein <bgoldstein@bohlereng.com>

Cc: Taylor Parker <tparker@bohlereng.com>; Juan Ortega <jortega@jfo.us>; Jeff Zito <JZito@ferbercompany.com>; McGuire, David <DMCGUIRE@broward.org>; flb200202@nf.bohlereng.com; flm210089@nf.bohlereng.com

Subject: RE: 3195 West Hallandale Beach Boulevard - Seneca Plat (084-MP-95)

EXTERNAL: Use caution with attachments and links.

Yes, as it generates less trips.

Regards,
Karina

From: Brett Goldstein <bgoldstein@bohlereng.com>

Sent: Friday, February 25, 2022 3:56 PM

To: Da Luz, Karina <KDALUZ@broward.org>

Cc: Taylor Parker <tparker@bohlereng.com>; Juan Ortega <jortega@jfo.us>; Jeff Zito <JZito@ferbercompany.com>; McGuire, David <DMCGUIRE@broward.org>; flb200202@nf.bohlereng.com; flm210089@nf.bohlereng.com

Subject: RE: 3195 West Hallandale Beach Boulevard - Seneca Plat (084-MP-95)

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Good Afternoon Karina,

Thank you for the response. To clarify are you including the proposed emergency care facility in the 160,000 SF of commercial use?

Thank you,

Brett Goldstein, EIT

Sr. Design Engineer

200 South Biscayne Boulevard, 20th Floor

Miami, FL 33131

o 786-681-0800 / c 561-504-4878 / bgoldstein@bohlereng.com

www.BohlerEngineering.com

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From: Da Luz, Karina <KDALUZ@broward.org>

Sent: Friday, February 25, 2022 3:08 PM

To: Brett Goldstein <bgoldstein@bohlereng.com>

Cc: Taylor Parker <tparker@bohlereng.com>; Juan Ortega <jortega@jfo.us>; Jeff Zito <JZito@ferbercompany.com>;

McGuire, David <DMCGUIRE@broward.org>; flb200202@nf.bohlereng.com; flm210089@nf.bohlereng.com
Subject: RE: 3195 West Hallandale Beach Boulevard - Seneca Plat (084-MP-95)

EXTERNAL: Use caution with attachments and links.

Good Afternoon Brett,

The plat is currently restricted to Parcel A is restricted to 1,500,000 Square feet of industrial use. Parcel A-1 is restricted to 27,000 square feet of office use. Parcel B is restricted to 160,000 square feet of commercial use, recorded under instrument number 107247908.

The proposed emergency care facility is located within Parcel B, which is restricted to 160,000 sq. ft. of commercial. A note amendment will not be required if the total amount of square footage within Parcel B does not exceed the 160,000 sq. ft. of commercial uses allowed.

Regarding the NVAL, Highway Construction and Engineering will be processing the Agreement and Title Opinion as the Board approved this item on January 25, 2022.

Best Regards,
Karina



KARINA DA LUZ, PLANNING SECTION SUPERVISOR
Resilient Environment Department
URBAN PLANNING DIVISION

1 N. University Drive, #102A | Plantation, FL 33324
kdaluz@broward.org | 954.357.6623

Broward.org/Planning | [#BrowardNEXT](https://twitter.com/BrowardNEXT) | [ePermits](https://www.broward.org/permits) |

[PLEASE REVIEW OUR UPDATED DEVELOPMENT & ENVIRONMENTAL REVIEW GUIDE](#)

Click [here](#) to conduct your Government Center West (Plantation) business electronically.

From: Brett Goldstein <bgoldstein@bohlereng.com>

Sent: Tuesday, February 15, 2022 2:11 PM

To: Da Luz, Karina <KDALUZ@broward.org>

Cc: Taylor Parker <tparker@bohlereng.com>; Juan Ortega <jortega@jfo.us>; Jeff Zito <JZito@ferbercompany.com>;
McGuire, David <DMCGUIRE@broward.org>; flb200202@nf.bohlereng.com; flm210089@nf.bohlereng.com

Subject: 3195 West Hallandale Beach Boulevard - Seneca Plat (084-MP-95)

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Good Afternoon Karina,

Spoke with DG this morning and wanted to reach out to you about a potential plat note amendment for this project. Please refer to the approved site plan attached. The Quick Service Restaurant and Bank are being replaced with a free standing ER/Hospital. The other two users (Wawa and Extra Space Storage) are remaining. I have also attached

the revised site plan which is currently working through a site plan modification with the Town. The access points in both the current and proposed site plan will remain the same per the conditions of the NVAL amendment approval. The only changes occurring are internal to the site. As shown in the revised traffic equivalency report attached, the change in use will result in a reduction in net trips and gross trips to the site (74 trips daily and 691 gross trips).

Based on the changes discussed above and the existing plat note included in the Plat Exhibit attached, we would like to confirm whether the new use will require a plat note amendment and we would also like to make sure that submittal of the note amendment would not hold up construction of the offsite improvements associated with the site and listed in the NVAL improvement agreement. If it is easier to discuss during a preapplication meeting please let me know what dates and times you have available.

As always I appreciate your time and input with assisting me with these questions!

Thank you,

Brett Goldstein, EIT

Sr. Design Engineer

200 South Biscayne Boulevard, 20th Floor

Miami, FL 33131

o 786-681-0800 / c 561-504-4878 / bgoldstein@bohlereng.com

www.BohlerEngineering.com

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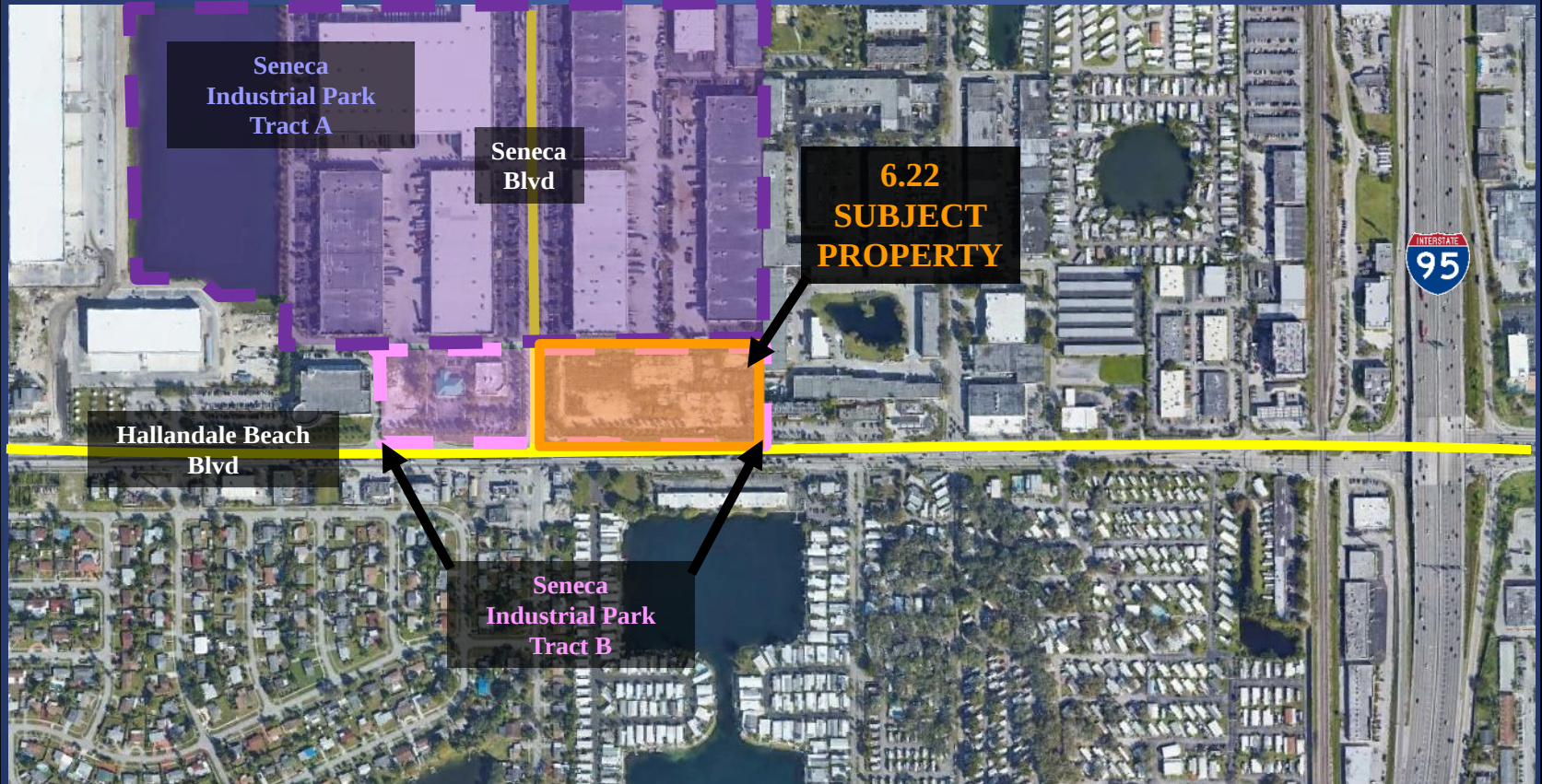
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Seneca Town Center

Northeast Corner Hallandale Beach Blvd and Seneca Blvd



Consultant Team:

 Bilzin Sumberg

BOHLER //

Town of Pembroke Park

Town Commission – April 13, 2022



Applicant's Request:

- **Approval of:**
 - Item 8.1: Site Plan Amendment to the 12/15/21 Approved Plan to modify the 2 approved middle uses which were a fast-food restaurant and bank/retail/medical office use and is now proposed to be a micro hospital
 - Item 8.2: Plat Note Amendment for Parcel B to create sub-parcel B-1 to allow for up to 35,000sf of Hospital/Medical
 - Item 11.7: Variance for Wawa wall sign letter/logo height

Permitted Use



Staff & P/Z Recommend Approval



Request



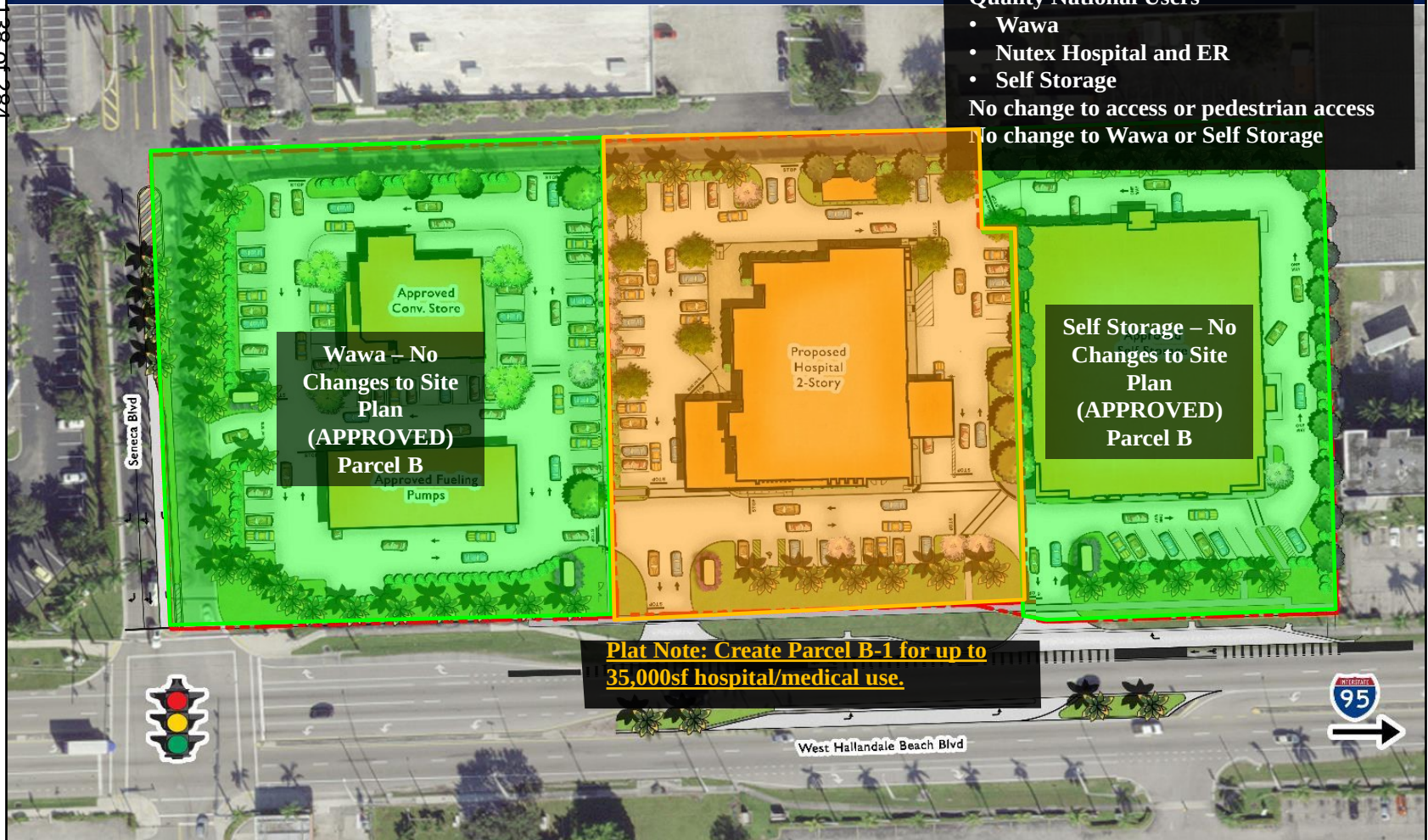
Approved Site Plan

Highlights

Quality National Users

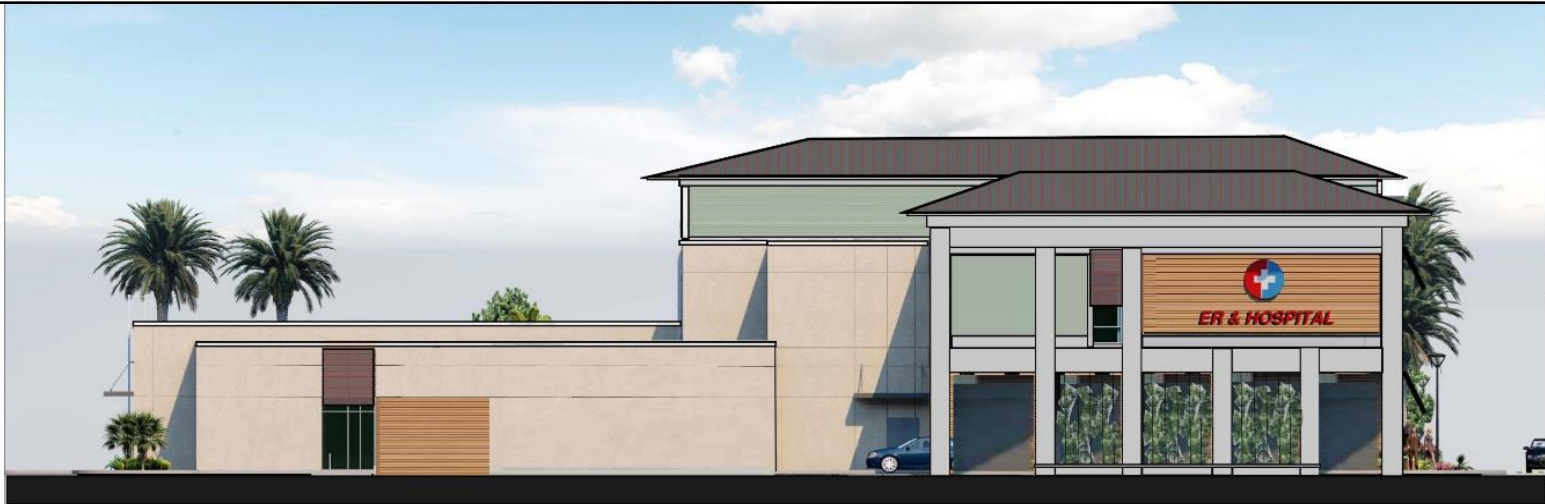
- Wawa
- Nutex Hospital and ER
- Self Storage

No change to access or pedestrian access
No change to Wawa or Self Storage



Site Plan Modification and Plat Note





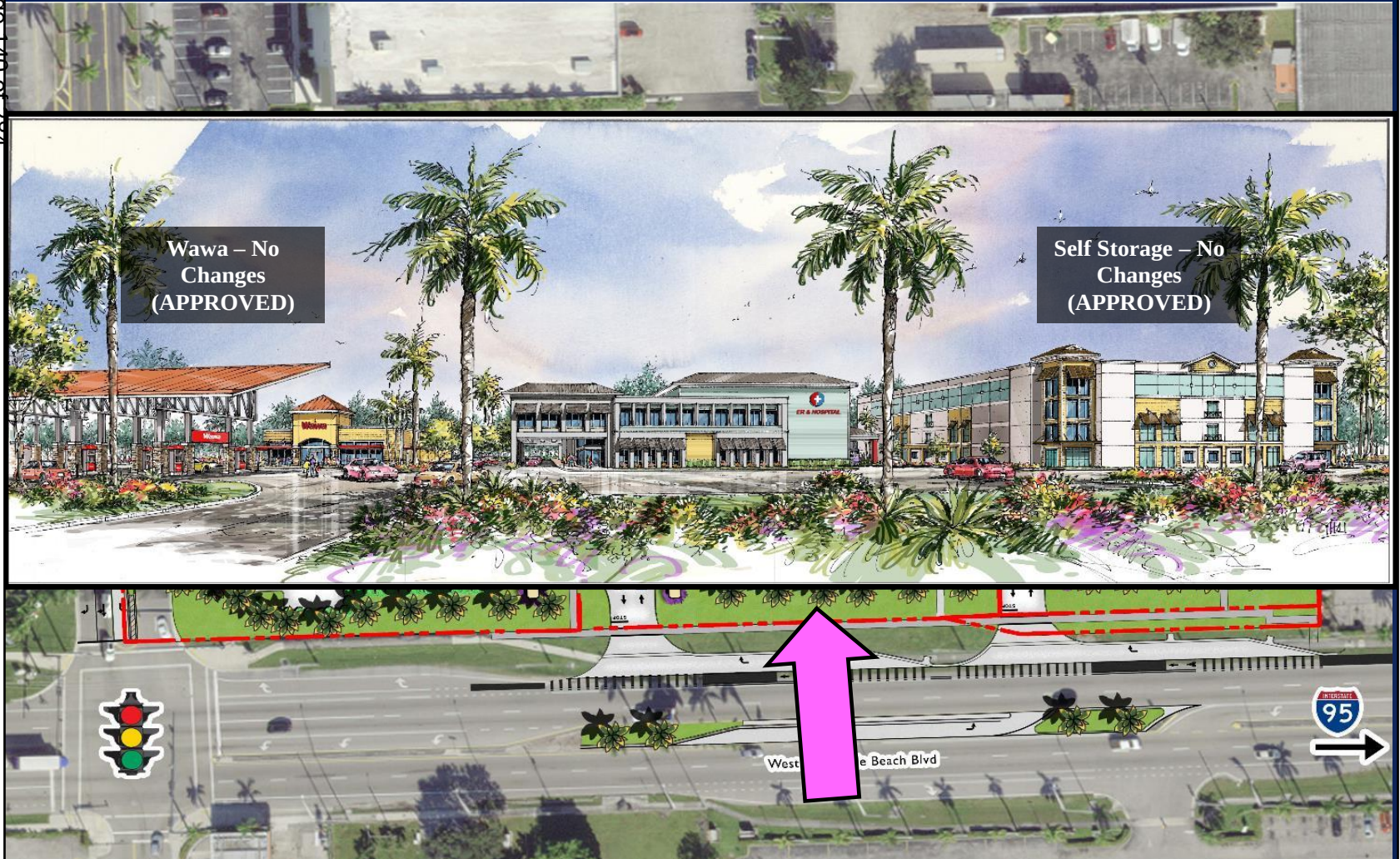
EXTERIOR ELEVATION - OVERALL WEST



EXTERIOR ELEVATION - OVERALL NORTH

Hospital Architectural Elevations





Proposed Project Rendering (View from HBB)

Nutex Information:

- Freestanding ER & Hospital/Micro-Hospital/Boutique Hospital
- Less wait time
- +\$20 million investment
- One of first locations in Florida expansion

Services	Urgent Care	Hospital ER	Typical Nutex
Clean & Private Exam Rooms	?	?	✓
Open 24/7	?	✓	✓
IV Fluids, Medications	?	✓	✓
Oxygen, Asthma Nebulizers	?	✓	✓
X-Rays	?	✓	✓
Ultrasound	X	✓	✓
CT Scanner	X	✓	✓
Basic Onsite Lab Test	?	✓	✓
Emergency-Trained Doctors	X	✓	✓
Overnight Observation	X	✓	✓
Onsite Cardiac Lab Test	X	✓	✓
Licensed ER Under TX Law	X	✓	✓
EMTALA	X	✓	✓
Wait Time	15-30 mins	30-60 mins	5 mins or less



About Nutex

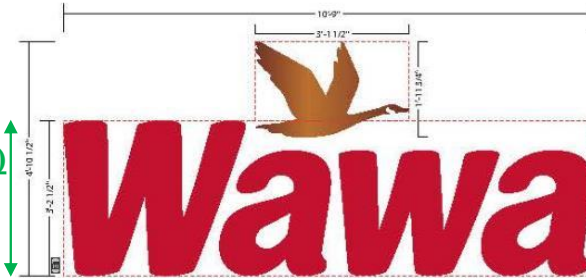


WAWA #5417
Pembroke Park, FL

Celebrating 52 Years of Quality Manufacturing and Service

52

38.5"
Proposed
(25" Code)



B 38" LED Channel Letters & Halo Lit Logo - Remote Transformers

3.125' X 1.64' = 5.12 SF
10.75' X 3.21' = 34.51 SF
TOTAL = 39.63 SF

SCALE: 1/2" = 1'-0"

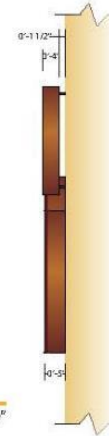
NOTE: REQUIRES VARIANCE FOR TALLER LETTERS / LOGO

Sign Area Proposed = +/-40sf

Sign Area Per Code = 84.5sf

Color Reference

- RED JEWELITE
- PAINT TO MATCH PMS 876C METALLIC COPPER WITH GLOSS FINISH
- 42788 RED FLAT ACRYLIC FACES



Proposed Condition- Front (South) Elevation

Scale: 3/32"=1'-0"

THOMAS
SIGN & AWNING CO INC
4590 118TH Avenue North
Clearwater, Florida 33762
800-526-3325
www.thomassign.com
CLIENT

Wawa #5417
Design Number:
93099
Installation Address:
3195 W. Hallandale Beach Blvd
Pembroke Park, FL
33023
Project Identity Number:
94690
Sales Associates: Project Team:
TSA: BB
Designer: Dater
MBV: 10.27.21
Project Updates:
X

Underwriters Laboratories, Inc.
LISTED MODEL 1
ELECTRIC SIGN
COMPLIES TO UL 48

3M™ MCR™ Warranty
Approval:
☐ Approved
DATE:
☐ Approved as noted
DATE:
☐ Revise & Re-Submit
DATE:
This document, contract, drawings and specifications provided as the basis for the design and construction of the project and shall not be modified in any way, shape or form without the express written permission of Thomas Sign & Awning Company.

Page 4 Sheet 4 of 10
Local: 727-573-7757
Fax: 727-573-0328

Wawa Sign Variance - South



WAWA #5417
Pembroke Park, FL

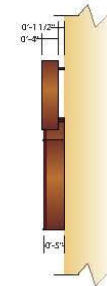
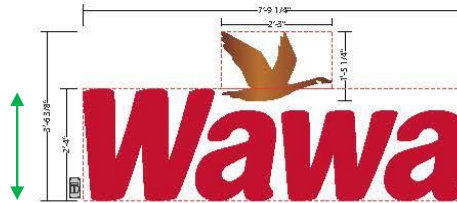
Celebrating 52 Years of Quality Manufacturing and Service

52

Sign Area Proposed = +/-23sf

Sign Area Per Code = 84.5sf

28"
Proposed



Color Reference

- RED JEWELITE
- PAINT TO MATCH PMS 876C METALLIC COPPER WITH GLOSS FINISH
- A27B3 RED FLAT ACRYLIC FACES

SCALE: 3/4" = 1'-0"

C 28" LED Channel Letters & Halo Lit Logo - Remote Transformers

2.25' x 1.9' = 4.27 SF
2.33' x 7.77' = 18.11 SF
TOTAL = 22.38 SF

NOTE: REQUIRES VARIANCE FOR TALLER LETTERS / LOGO



Proposed Condition- Left (West) Elevation

Scale: 3/32"=1'-0"



THOMAS
SIGN & AWNING CO. INC.
4590 118TH Avenue North
Clearwater, Florida 33762
800-526-3325
www.thomassign.com

CLIENT
Wawa #5417
Design Number:
93099
Installation Address:
3195 W. Hallandale Beach Blvd
Pembroke Park, FL
33023
Project Identity Number:
94690
Sales Associate: Project Team:
TSA: 88
Designer: Date:
MBV: 10.2.21
Project Updates:
X



Approval:
☐ Approved
DATE:
☐ Approved as noted
DATE:
☐ Revise & Re-Submit
DATE:
This is a sign, drawing, delivery and specification provided as the entire project of Thomas Sign & Awning Company and may not be reproduced in any way, whole or in part, without the express written permission of Thomas Sign & Awning Company.

Page: 5 Sheet: 5 of 10
Local: 727-573-7757
Fax: 727-573-0328

Wawa Sign Variance - West



WAWA #5417
Pembroke Park, FL

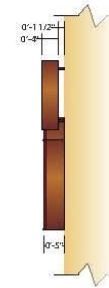
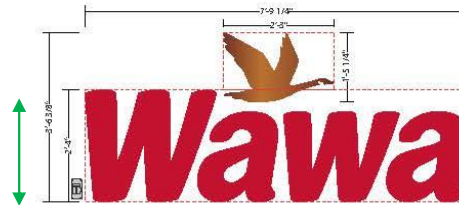
Celebrating 52 Years of Quality Manufacturing and Service

52

Sign Area Proposed = +/-23sf

Sign Area Per Code = 84.5sf

28"
Proposed



Color Reference

- RED JEWELITE
- PAINT TO MATCH PMS 876C METALLIC COPPER WITH GLOSS FINISH
- A2788 RED FLAT ACRYLIC FACES

SCALE: 3/4" = 1'-0"

D 28" LED Channel Letters & Halo Lit Logo - Remote Transformers
2.25' x 1.9' = 4.27 SF
2.33' x 7.77' = 18.11 SF
TOTAL = 22.38 SF

NOTE: REQUIRES VARIANCE FOR TALLER LETTERS / LOGO



Proposed Condition- Right (East) Elevation

Scale: 3/32" = 1'-0"



THOMAS
SIGN & AWNING CO INC
4590 11 8TH Avenue North
Clearwater, Florida 33762
800-526-3325
www.thomassign.com

CLIENT
Wawa #5417
Design Number:
93099
Installation Address:
3195 W. Hallandale Beach Blvd
Pembroke Park, FL
33023
Project Identity Number:
94690
Sales Associate: Project Team:
TSA: SS
Designer: Date:
MBV: 10.27.21
Project Updates:
X



3M MCS Warranty
Approval:
☐ Approved
DATE:
☐ Approved as noted
DATE:
☐ Revis & Re-Submit
DATE:
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Page Sheet

6 6 of 10

Local: 727-573-7757
Fax: 727-573-0328

Wawa Sign Variance - East



Anticipated Project Timeline:

- Town DRC – **Approved**
- Town Planning and Zoning - **Unanimous Approval April 06, 2022**
- Town Council Meeting – **TONIGHT!**
- Permit Issuance – In Progress
 - FDOT/Broward – Anticipated by end of April 2022 (**Access Approved and R/W Dedication in progress**)
 - Town Site Permits – Anticipated by end of April 2022 (**Town approved, finalizing Broward County permits**)
 - Town Building Permits – Anticipated submittal over next few months
- ❖ **Groundbreaking Event - May 4, 2022**
- ❖ **Demolition – May/June 2022**
- ❖ **Site Construction – June 2022 thru end of year 2022**
- ❖ **Vertical Construction 2023-2024**

Seneca Town Center



Consultant Team:

 Bilzin Sumberg

BOHLER //

Town of Pembroke Park
Town Commission – April 13, 2022



SENECA TOWN CENTER SITE PLAN AMENDMENT 21-SP-05 (REV)

PLANNING & ZONING BOARD

APRIL 6, 2022

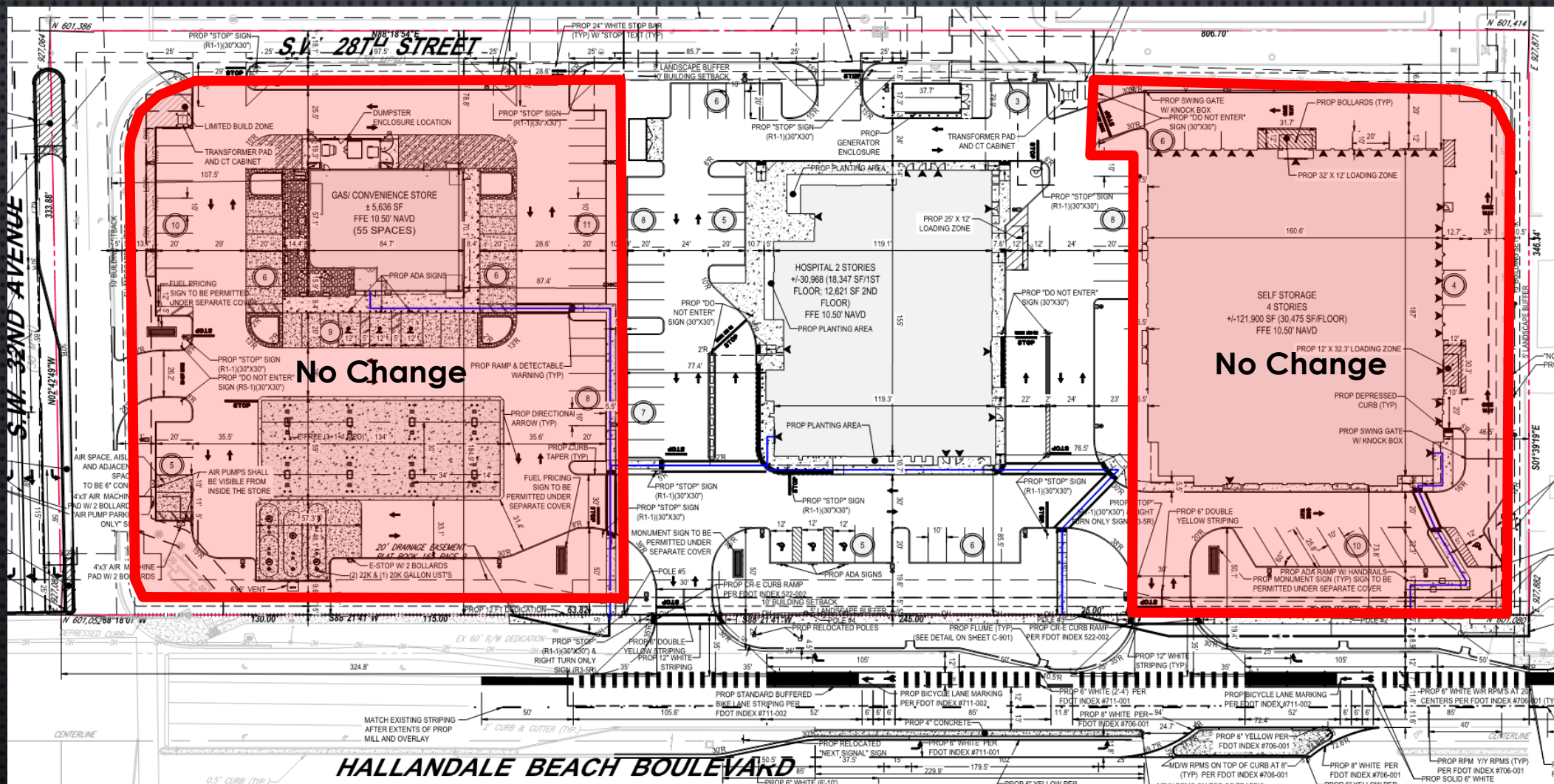
REQUEST

- **SITE PLAN AMENDMENT 21-SP-05 (REV)**
 - **ELIMINATE FAST FOOD AND OFFICE/BANK USE**
 - **ADD HOSPITAL USE 30,968 SF**
 - **WAWA AND SELF-STORAGE FACILITY – NO CHANGE**

ANALYSIS

- **HOSPITAL – PERMITTED USE IN B-1**
- **ARCHITECTURE AND COLOR PALETTE ARE CONSISTENT WITH TOWN GUIDELINES**
- **PARKING MEETS TOWN CODE**
- **TRAFFIC REDUCTION BASED ON BEFORE AND AFTER USES**
- **PLAT NOTE AMENDMENT REQUIRED PRIOR TO BUILDING PERMIT**

SITE PLAN



ELEVATION



EXTERIOR ELEVATION - OVERALL SOUTH

CONDITIONS OF APPROVAL

- **PLAT NOTE AMENDMENT REQUIRED**
- **EACH BUILDING MUST CONTINUE TO STAND ON THEIR OWN**
- **CONSIDER NAME CHANGE TO “PEMBROKE” FROM HALLANDALE**
- **COLORS REQUIRE FINAL APPROVAL**
- **SIGNS MUST COMPLY WITH TOWN CODE OR SEEK VARIANCE**
- **APPROVAL WILL EXPIRE IN 18 MONTHS**



RESOLUTION NO. 2022-004

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A PLAT NOTE AMENDMENT FOR THE SENECA PLAT ON HALLANDALE BEACH BOULEVARD TO ALLOW PARCEL B-1 TO BE USED FOR EMERGENCY ROOM/MEDICAL PURPOSES; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an applicant has requested a plat note amendment for the Seneca Plat (originally recorded in Plat Book 165, Page 9 of the Public Records of Broward County, Florida) to allow parcel B-1 to be used for emergency room/medical purposes (as more described in the staff report); and

WHEREAS, Town of Pembroke Park (the "Town") professional staff has reviewed the request for the plat note amendment and recommends approval thereof; and

WHEREAS, the Town of Pembroke Park Town Commission (the "Commission") finds that approving the plat note amendment (as more fully described in the staff report) is in the best interests of the health, safety, and welfare of the citizens and residents of the Town.

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

Section 1: The Commission hereby approves the plat note amendment to the Seneca Plat to allow parcel B-1 to be used for emergency room/medical purposes.

Section 2: Town staff is hereby authorized to take all action necessary to effectuate the intent of this resolution.

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 day of , 2022.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

Brian S Adler
Tel 305-350-2351
Fax 305-351-2206
badler@bilzin.com

April 4, 2022

JC Jimenez
Town Manager
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

Re: 3191-3195 W. Hallandale Beach Boulevard, Pembroke Park, FL 33023
Property ID Nos.: 5142 20 17 0078
Request for Plat Note Amendment

Dear Mr. Jimenez:

Please consider this our request on behalf of the applicant, Southeast Investments, Inc., an affiliate of our client, Ferber Construction Management LLC ("Ferber" or the "Applicant"), for a companion item to be placed on the April 13, 2022 City Commission Agenda. The April 13 agenda contains a request by Ferber for a modification of site plan approval and variances related to the Wawa. The companion request relates to the modification and is for an amendment of the plat note for Parcel B of the Seneca Plat to create a sub-parcel, Parcel B-1, of the Seneca Plat originally recorded in Plat Book 165, Page 9 of the Public Records of Broward County, Florida. The original plat approved development as noted below:

10. THIS PLAT IS RESTRICTED TO 900,000 SQUARE FEET OF INDUSTRIAL USE ON PARCEL A AND 300,000 SQUARE FEET OF COMMERCIAL USE ON PARCEL B. COMMERCIAL/RETAIL USES ARE NOT PERMITTED WITHIN PARCEL A WITHOUT THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS WHO SHALL REVIEW AND ADDRESS THESE USES FOR INCREASED IMPACTS. THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS .

Thereafter, through an Agreement for Amendment of Notation on Plat, recorded in Official Records Book 28918 at Page 1507, the plat note was amended to read:

Parcel A is restricted to 1,500,000 square feet of industrial use. Parcel B is restricted to 160,000 square feet of commercial use. Commercial/retail uses are not permitted within Parcel A use without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts.

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The notation on the face of the plat was then further amended via the Agreement for Amendment of Notation on Plat to clarify and limit the use of the platted property as follows:

Parcel A is restricted is 1,500,000 square feet of industrial use. Parcel A-1 (see attached legal description) is restricted to 27,000 square feet of office uses. Parcel B is restricted to 160,000 square feet of commercial use. Commercial uses are not permitted within Parcel A or A-1 without the approval of the Board of County Commissioners, which shall review and address these uses for increased impacts.

Therefore, Parcel B is currently limited to 160,000 square feet of commercial space.

Our client is seeking to amend the plat to allow development of the approximate 6 acre portion of Parcel B that consists of the vacant property to the east of Seneca Drive/SW 32nd Avenue. The portion of Parcel B to the west of SW 32nd Avenue is currently developed with 18,439 square feet, including:

3201 W Hallandale Beach Blvd	Broward Sheriff	9,897
3281 W Hallandale Beach Blvd	First Fed Credit Union	4,772
3301 W Hallandale Beach Blvd	Car Wash	<u>3,770</u>
TOTAL:		18,439

The Town of Pembroke Park, Site Development Plan 21-SP-05, approved a site plan for development west of SW 32nd Avenue, including a convenience store and gasoline station, a fast-food/QSER restaurant, a retail/medical building, and a self-storage building as follows:

Gas Station/Convenience Store:	5,636
Fast Food	2,122
Medical/Retail	3,018
Self-Storage	121,900
TOTAL	<u>132,676</u>
TOTAL COMBINED	151,115

The site bookends remain part of the Applicant's development plans for the Property. However, an exciting opportunity arose from a new entity, Nutex, which specifically focused on the Property and the Town for its proposed entrée into the South Florida market. Nutex is a premier service provider, operator, and manager of Specialty Hospitals and Hospital Outpatient Departments. Nutex seeks to service the community with its convenient and innovative standalone emergency care facilities.

Our client has applied to modify the site plan to eliminate the two central parcels which contained the proposed fast-food restaurant and medical/retail building and replace it with a 30,968 square foot hospital/freestanding emergency room use. While the approved square footage on the area to be replaced is 5,140 square feet, based on the attached traffic study, the replacement use generates 30 less trips than the approved use.

Additionally, the self-storage use, which constitutes over 75% of the permissible square footage, is one of the lower trip generation uses, and far less than 121,900 would generate.

While the traffic generated is lower the total square footage within Parcel B would be:

1	3201 W Hallandale Beach Blvd	Broward Sheriff	9,897
2	3281 W Hallandale Beach Blvd	First Fed Credit Union	4,772
3	3301 W Hallandale Beach Blvd	Car Wash	3,770
4	3199 W Hallandale Beach Blvd	Gas Station/Conv Store	5,636
5	3191-3195 W Hallandale Beach Blvd	Hospital/ER	30,968
6	3187 W Hallandale Beach Blvd	Self-Storage	<u>121,900</u>
TOTAL			176,943

The first three properties are located west of Seneca Boulevard, and the second three are located east of Seneca Boulevard. Properties 1 through 4 and 6 have defined users. Parcel 5 is the proposed location of Nutex and is the parcel that is triggering the plat note amendment. Because the plat currently restricts Parcel B to 160,000 square feet of commercial development, we propose the plat treat the uses on the remainder of Parcel B separately, and create a new Parcel B-1 for parcel 5.

If approved, Parcel B would have 145,975 Square feet as follows, below the 160,000 square feet permitted on Parcel B:

a.	3201 W Hallandale Beach Blvd	Broward Sheriff	9,897
b.	3281 W Hallandale Beach Blvd	First Fed Credit Union	4,772
c.	3301 W Hallandale Beach Blvd	Car Wash	3,770
d.	3199 W Hallandale Beach Blvd	Gas Station/Conv Store	5,636
e.	3187 W Hallandale Beach Blvd	Self-Storage	<u>121,900</u>
TOTAL			145,975

We propose Parcel B-1 be created to allow up to 35,000 square feet of a hospital/freestanding emergency room/medical use.

Therefore, we respectfully request a plat note amendment as follows:

FROM: Parcel A is restricted is 1,500,000 square feet of industrial use. Parcel A-1 (see attached legal description) is restricted to 27,000 square feet of office uses. Parcel B is restricted to 160,000 square feet of commercial use. Commercial uses are not permitted within Parcel A or A-1 without the approval of the Board of County Commissioners, which shall review and address these uses for increased impacts.

TO: Parcel A is restricted is 1,500,000 square feet of industrial use Parcel A-1 (see attached legal description) is restricted to 27,000 square feet of office uses. Parcel B is restricted to 160,000 square feet of commercial use. Parcel B-1 (see attached legal description) is restricted to 35,000 square feet of hospital/freestanding emergency room/medical use.

Attached for your review is a copy of the survey for Parcel B-1.

Thank you for your review of the foregoing. Should you have any questions or require additional information, please do not hesitate to contact me at 305-350-2351.

Very truly yours,



Brian S Adler

BSA/DPC/eah
Attachment

C: Melissa Anderson, Town Attorney
Mike Vonder Meulen, Keith and Associates

LEGAL DESCRIPTION

All of the SENECA PLAT, according to the Plat thereof, recorded in Plat Book 165, Page 9, of the Public Records of Broward County, Florida.

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PARCEL A-1

A portion of Parcel A, SENECA PLAT, according to the Plat thereof, recorded in Plat Book 165, Page 9, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Parcel B of said Plat;

Thence South 01°33'09" East along the West line of said Parcel B, a distance of 104.05 feet to the Point of Beginning;

Thence continue 01°33'09" East along said West line, a distance of 155.95 feet;

Thence South 88°18'07" West along the South line of said Parcel A, a distance of 328.96 feet;

Thence North 01°34'31" West along the West line of said Parcel A, a distance of 155.99 feet;

Thence North 88°18'54", a distance of 329.02 feet of the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.

PARCEL "B-1"

EXHIBIT "A"

LEGAL DESCRIPTION:

A portion of Parcel B, SENECA PLAT, according to the Plat thereof, as recorded in Plat Book 165 at Page 9 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Parcel B; thence N 01°33'09" W along the West line of said Parcel B for 10.00 feet, the following five (5) courses being along the North right of way line of Hallandale Beach Boulevard (State Road #858): 1) thence N 88°18'07" E for 280.03 feet; 2) thence N 01°41'53" E for 12.00 feet; 3) thence N 88°18'07" E for 391.15 feet; 4) thence N 88°21'41" E for 177.05 feet to the Point of Beginning; 5) thence continue N 88°21'41" E for 278.60 feet; thence N 01°32'54" W for 261.37 feet; thence S 88°20'32" W for 23.00 feet; thence N 01°39'28" W for 72.78 feet; thence S 88°18'54" W for 256.41 feet; thence S 01°42'37" E for 333.94 feet to the Point of Beginning.

SURVEYOR'S NOTES:

- This site lies in Section 29, Township 51 South, Range 42 East, Town of Pembroke Park, Broward County, Florida.
- All documents are recorded in the Public Records of Broward County, Florida unless otherwise noted.
- Bearings hereon are referred to an assumed value of N 88°21'41" E for the North right of way line of Hallandale Beach Boulevard.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This map is intended to be displayed at the graphic scale shown hereon or smaller.
- Lands shown hereon containing 91,547 square feet, or 2.102 acres, more or less.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2020-011-NAVD.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on February 16, 2022, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Not valid without the signature and the original raised seal or a digital signature of the Florida Licensed Surveyor and Mapper shown below

FORTIN, LEAVY, SKILES, INC., LB3653

By:

Daniel C. Fortin, Jr., For The Firm
Surveyor and Mapper, LS6435
State of Florida.

Digitally signed by Daniel C Fortin
DN: c=US, o=Unaffiliated,
ou=A01410D0000017402A2BF4200
04295B, cn=Daniel C Fortin
Date: 2022.02.17 08:36:28 -05'00'

Drawn By	MAP	LEGAL DESCRIPTION, NOTES & CERTIFICATION FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th Street / North Miami Beach, Florida 33162 Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com	Date	2/16/22
Cad. No.	210319		Scale	NONE
Ref. Dwg.	2020-011		Job No.	220049
Plotted	2/16/22 10:10a		Dwg. No.	1021-054-1
			Sheet	1 of 3

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RESOLUTION NO. 2021-044

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A MODIFICATION TO THE NON-VEHICULAR ACCESS LINE OPENING ALONG WEST HALLANDALE BEACH BOULEVARD, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an applicant has requested a modification to the non-vehicular access line opening along West Hallandale Beach Boulevard on Tract B of the Seneca Plat, as more particularly described in Exhibit "A", attached hereto and incorporated herein, to provide for two fifty foot (50') opening with the centerline located 324.8 feet east and 275 feet east of the centerline of the SW 32nd Avenue/Seneca Boulevard right-of-way; and

WHEREAS, Town of Pembroke Park (the "Town") professional staff has reviewed the request to modify the non-vehicular access line at the subject location and recommends approval thereof; and

WHEREAS, the Town of Pembroke Park Town Commission (the "Commission") finds that approving a modification to the non-vehicular access line along West Hallandale Beach Boulevard is in the best interests of the health, safety, and welfare of the citizens and residents of the Town.

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

Section 1: The Commission hereby approves the modification to the non-vehicular access line along West Hallandale Beach Boulevard on Tract B of the Seneca Plat, as more particularly described in Exhibit "A", attached hereto and incorporated herein, to provide for two

fifty foot (50') opening with the centerline located 324.8 feet east and 275 feet east of the centerline of the SW 32nd Avenue/Seneca Boulevard right-of-way.

Section 2: The Commission hereby directs the Town Planner to send a letter of no objection to Broward County and to take any and all other action necessary to effectuate the intent of this resolution.

Section 3: That if any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

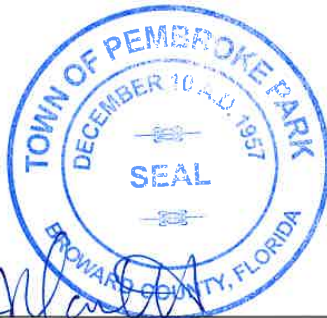
Section 4: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED, this 8th day of September, 2021.

ATTEST:


MARLEN D. MARTELL
Town Clerk




GEOFFREY JACOBS
Mayor-Commissioner

Approved as to form and legal sufficiency


MELISSA P. ANDERSON
Town Attorney

ORDINANCE NO. 2022-001

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, PERTAINING TO THE SUBJECT OF ENVIRONMENTAL CONTROL; AMENDING THE TOWN'S CODE OF ORDINANCES TO ESTABLISHING NEW REGULATIONS FOR MATERIALS RECOVERY FACILITIES OPERATING IN THE TOWN; PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the Town Commission desires to amend the Town's Code of Ordinances to modify the existing Code provisions related to Processing Facilities as defined herein which may operate in the Town as legal, non-conforming uses; and

WHEREAS, the Town Commission held duly advertised public hearings to consider the proposed modifications to the Town's Code of Ordinances.

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

Section 1: Division 5 of Chapter 11 of the Code of Ordinances of the Town of Pembroke Park, Florida is hereby repealed:

~~“DIVISION 5: MATERIALS RECOVERY FACILITIES”~~

~~“Sec. 11-75. Definitions.~~

~~(a) The words used in this Division that are defined in Fla. Stat. § 403.703(2013), and implementing provisions of the Florida Administrative Code, as amended from time to time, and shall enjoy the meaning ascribed to them in such statutory section.~~

~~(b)~~

~~(b) “Material Change of Ownership” shall mean the sale of a facility or the transfer of control of a facility. A new Certificate of Conformity is required if a new or different person~~

~~takes ownership or control of the facility. Except as provided in the numbered provisions below, a Certificate of Conformity is not required if the person or business entity owning or controlling the facility simply changes its name, sells some of its stock or assets, or changes its operating personnel, as long as ownership or control of the facility has not changed. A Material Change of Ownership shall include:~~

~~(1) Any sale, conveyance, assignment, agreement for deed, lease, or other transfer of all or any part of the real property wherein the Materials Recovery Facility is situate (except for those related solely to the acquisition of institutional financing and re-financing);~~

~~(2) Any sale, conveyance, assignment, agreement, or other transfer of all of the personal property comprising the Materials Recovery Facility (except for those related solely to the acquisition of institutional financing and re-financing);~~

~~(3) A transfer of all of the shares of a corporate owner of a Materials Recovery Facility;~~

~~(4) A transfer:~~

~~a. by any shareholder of a corporate owner of a Materials Recovery Facility, which transfer would reduce such shareholder's remaining interest in said corporation to less than fifty-one percent (51%);~~

~~b. by any general partner of the Materials Recovery Facility (if the owner of the Materials Recovery Facility is a general partnership or limited partnership), which transfer would reduce such general partner's remaining interest in said partnership to less than fifty-one percent (51%);~~

- ~~e. at any time or from time to time of any interest in the general partnership owner of a Materials Recovery facility (if the owner of the Materials Recovery Facility is a general partnership) by any one or more of the partners holding in the aggregate (at the date thereof) more than fifty percent (50%) of the capital of such partnership;~~
- ~~d. by any member of a limited liability company owner of the Materials Recovery Facility, which transfer would reduce such member's interest in said company to less than fifty-one percent (51%); or,~~
- ~~e. of any other ownership interest of a business entity owner of the Materials Recovery Facility, which business entity is not listed above, and which transfer would reduce such owner's interest in such business entity to less than fifty-one percent (51%).~~

~~**Sec. 11-76. Scope of Regulations.**~~

~~—— (a) The regulations set forth in this Division apply to Materials Recovery Facilities which operate within the Town.~~

~~—— (b) The provisions of this Division shall regulate the operations of Materials Recovery Facilities. These operating regulations are intended to be in addition to those applicable regulations established under Federal, State, and County law or rule. In the event of any conflict between and provision of Federal, State, or County law or rule and any provision of this division, the stricter provision shall apply (that is, the provision which protects the public interest to the greater degree shall apply).~~

~~—— (c) Materials Recovery Facilities are prohibited uses in the Town's M-1 Industrial Zoning District regulations; therefore, any that exist as of February 11, 2015 are non-conforming.~~

~~Compliance with the Town's M-1 Industrial Zoning District Regulations for such non-conforming uses shall be required.~~

~~——(d) Materials Recovery Facilities that operate within the Town shall continuously comply with the regulations of this Division.~~

~~——(e) No person shall operate a Materials Recovery Facility, or materially change the operation or processes of a Materials Recovery Facility, without having received a Certificate of Conformance from the Town. A Certificate of Conformance shall be valid for a five (5) year time period from the date it is issued, after which it shall expire. All operations of the Materials Recovery Facility shall be in accordance with the regulations of this Division and any special conditions of the Certificate of Conformance. An issued Certificate of Conformance shall not relieve a Materials Recovery Facility from meeting the requirements of this Division, nor shall same create an equitable estoppel against the Town, or vested rights against the enforcement of this Division's regulations, or any other defense or excuse or avoidance to the enforcement of the provisions of this Division as same exist at the time the Certificate is issued, or to the enforcement of the provisions of this Division as same may change during the time when any issued Certificate is effective. The primary purpose of the Certificate of Conformance is to have a required periodic review of a Materials Recovery Facility by the Town to help ensure that Materials Recovery Facilities remain compliant with all applicable requirements of the Town."~~

~~——~~
~~"Sec. 11-77. Application and Regulations.~~

~~——(a) A Certificate of Conformance shall be required:~~

~~——(1) Whenever a Materials Recovery Facility changes the method and manner of its operations, or changes the types or volumes of solid waste it processes; or,~~

- ~~————— (2) Whenever a Certificate of Conformance has expired; or,~~
- ~~————— (3) Whenever a Materials Recovery Facility submits any applications for permits, licenses, or other approvals (or modifications thereto) under Federal, State, or County law or rule;~~
- ~~————— (4) Whenever there is any Material Change of Ownership of a Materials Recovery Facility; or~~
- ~~————— (5) For the Facility's first Certificate of Conformity, by June 1, 2015.~~
- ~~————— (b) An application for a Certificate of Conformance shall be filed with the Town Planner on forms prepared by the Town for such purpose.~~
- ~~————— (c) The application shall include a cashier's check or certified in the amount 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 for non-administrative costs 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. For the purpose of this Section, non-administrative costs 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 non-administrative cost shall be refunded to the applicant when the application processing is completed.~~

~~—— (d) The application shall be made by the owner of the Materials Recovery Facility.~~

~~—— (e) The application shall include:~~

~~—— (1) All submissions made under Federal, State, or County law or rule, if the basis for the Certificate of Conformance being pursued is paragraph (a) 4 above.~~

~~—— (2) An inspection report by the Town's Building Official, dated within thirty (30) days of the application being filed, that an inspection of the Materials Recovery Facility has been made and there are no improvements to the site of the Materials Recovery Facility that were made without construction permits required under the Florida Building Code (and life safety codes incorporated therein).~~

~~—— (3) A copy of all submissions, including monitoring submissions or other filings, made by the Materials Recovery Facility with any Federal Agency, State Agency, Broward County (i.e. the Broward County Environmental Protection and Growth Management Department [or its successor]), or some or all of the foregoing, within the five (5) year period preceding the application for the Certificate of Conformance.~~

~~—— (4) The applicant shall provide a current list of any and all cities, counties and private entities it serves with the facility.~~

~~—— (5) A narrative describing all notices of violations (or other form of citation, including written warnings) issued by any Federal Agency, State Agency, Broward County (i.e. the Broward County Environmental Protection and Growth Management~~

Department [or its successor]), or the Town, or some or all of the foregoing, during the five (5) year period preceding the application and the status and disposition of each violation.

—— (6) A copy of all licenses and approvals and permits issued by any Federal Agency, State Agency, Broward County (i.e. the Broward County Environmental Protection and Growth Management Department [or its successor]), for the operation of the Materials Recovery Facility during the five (5) year period preceding the application.

—— (7) A Plan of Operations for the Materials Recovery Facility which shall include plans and details drawn to scale and narrative prepared by a suitably licensed professional in the State of Florida. The Plan of Operations shall contain:

a. A Site Plan showing the boundary of the real property on which the Materials Recovery Facility operates, all off-street parking and drive isles, the footprint of all buildings within the real property on which the Materials Recovery Facility shall operate, including the building in which the Materials Recovery Facility shall operate;

b. Floor plans and equipment details showing the type, size, and nature of all processing equipment, tools, implements, and containers used or intended to be used in extraction from solid waste of recyclable materials, material suitable for use as a fuel or soil amendment, or any combination of such materials. The floor plans shall depict and describe the area where solid waste is deposited for processing, and a narrative shall describe the nature of processing that takes place and is to take place.

- e. ~~A proposed Traffic Circulation and Route Plan which shall describe control procedures concerning how trucks are summoned and dispatched from the site and which shall depict how truck traffic shall access the site (and the improvements on site) from adjacent rights of way, load or unload as the case may be, and exit the site to adjacent rights of way;~~
- d. ~~A Certificate or policies of insurance with such environmental liability coverages, limits, deductibles, and underwriters as the Town Commission has specified by Resolution, prior to the date the Application was filed.~~
- e. ~~A local business office with a local telephone number which will be operated to provide adequate response to customer inquiries or complaints. The office must be located in Broward County. The telephone number must be a toll-free call from any point within the Town.~~
- f. ~~A sign detail, after receiving a sign permit from the Town, of the sign posted in a conspicuous location on the site of the materials recovery facility clearly visible to the general public indicating the name of the operating authority, contact person and telephone number in case of emergency, hours of operation, and list of prohibited materials.~~
- g. ~~The proposed hours of operation for the Materials Recovery Facility broken down for each of the following functions:
 - (i) ~~solid waste processing;~~~~

~~(ii) office functions;~~

~~(iii) cleaning and disinfecting functions.~~

~~h. A narrative describing the nature of the operation, the tonnage handled by day, week, month and year, the types and percentage of solid waste processed for recycling and disposed of, and an analysis of the success in recycling.~~

~~i. An Odor Reduction Plan which shall be prepared by an engineer and designed to reduce and control emissions into the air so that no objectionable odors will be detectable at the property line of the premises, and the nuisance conditions described in Subsections 12-76 (c), (d), and (e) of this Code will be likely prevented. The plan shall include a detailed summary of the measures that the owner or operator will take to mitigate the odor(s) and dates for completion of those measures. This will include a narrative, plans, and details for all equipment, tools, chemicals, and cleaning and disinfecting protocols and procedures (including the timing and extent thereof) used at the Materials Recovery Facility. Upon completion of the Odor Reduction Plan, the owner or operator will notify the Town and the premises shall remain subject to subsequent odor investigations.~~

~~j. The identity and location of all sites where solid waste is shipped or trucked for disposal and evidence that such disposal sites are licensed or otherwise approved by state and federal environmental authorities~~

~~(such evidence may be in the form of an attorney's opinion or an engineer's certification to the Town).~~

~~k. An Emergency Plan, which shall detail, at minimum, the following:~~

~~(i) A list of names and telephone numbers of persons to be contacted in the event of a fire, flood, or other emergency;~~

~~(ii) A list of the emergency response equipment at the site, its location, and how it should be used in the event of an emergency;~~

~~(iii) A description of the procedures that should be followed in the event of a fire, including procedures to contain and dispose of the material generated as a result of the fire;~~

~~(iv) Such other information as the officials of the Town responsible for life safety, code enforcement, law enforcement, fire suppression, emergency medical response, disaster response and recovery, storm water management, and building safety may reasonably require;—~~

~~(v) Name, addresses and telephone numbers of the persons to be contacted by the Town with reference to the operation of the Materials Recovery Facility.~~

~~l. Information over the prior two (2) year period preceding the application concerning the average percentage of incoming volumes of solid waste which are extracted as recyclables by other like Materials Recovery Facilities in South Florida (reported monthly if available);~~

~~the nature, type, and investment in processing equipment (and extent of depreciation thereof) at the Facility; current technologies and processes for extracting recovered materials from the solid waste stream which might be reasonably available and employed to increase the efficiencies of extracting recovered materials from the solid waste stream, and a proposed timeline for implementation over the next five years; and any other information the applicant wishes to provide concerning Materials Recovery Facility recycling efficiencies.~~

~~(8) In the event the Application for a Certificate of Conformity is being made as a result of a reason other than the prior Certificate's five (5) year expiring, the Town Staff is authorized to accept the accompanying information identified above from the date of the last application for a Certificate of Conformity, as opposed to over the prior five (5) year period. If the Application is the first Application, the information submitted shall cover the five (5) year period prior to the Application date, unless the Town Commission requests a longer time period.~~

~~—— (f) The Town Staff will review the application information, and such other information and evidence as Staff determines bear on the standards and criteria set forth below, and shall present the application and evidence to the Town Commission with a recommendation. The Town Commission will review the application, and shall, after conducting a public meeting on each application, either approve, approve with conditions, or deny the application.~~

~~—— (g) The following standards and criteria and regulations shall apply in reviewing an application, and shall continue to be applicable to the operation of the Materials Recovery Facility after the Certificate is granted:~~

———(1) That the Facility has received all required permits and approvals from other governmental entities that have jurisdiction over its operations.

———(2) That all improvements on the site of the Facility, and in the Building in which the Facility operates, comply with the applicable requirements of the Florida Building Code (and all incorporated life safety codes).

———(3) That the Facility's operation complies with the most recent previously issued Certificate of Conformity.

———(4) That the site of the Facility (and all activity proposed and described in the application) complies with all zoning and land use regulations of the Town.

———(5) That the insurance contained within the application is sufficient to satisfy the minimum reasonable specified requirements of the Town.

———(6) That there are no outstanding violations of the Town Code of Ordinances that have not been either subjected to adjudication or resolved to the Town Commission's satisfaction.

———(7) That there are no outstanding violations of Federal or State law or rule that relate to whether the Facility is complying with regulations concerning the Facility's operation or compliance with environmental law and regulation.

———(8) That traffic circulation for the Facility will not result in trucks being parked, stored, or queued within or on right-of-way:

a. Adjacent to the site where the Facility operates; and

b. Within or adjacent to any property which enjoys any type of residential zoning classification.

~~—— (9) That cleaning and disinfecting operations occur at least twice each day, seven (7) days per week, three hundred sixty five (365) days per year, to assist in controlling the emission of objectionable odors from the Facility, and that the Odor Reduction Plan appears reasonable to prevent objectionable odors from being detectable at the property line of the premises, and to prevent the nuisance conditions described in Subsections 12-76 (c), (d), and (e) of this Code.~~

~~—— (10) That the Facility does not employ the use of incinerators, open fires, air curtain incinerators, solid waste combustors, trench burning, pulverizers, or landfills in the processing of solid waste.~~

~~—— (11) That the Facility does not engage in composting processes.~~

~~—— (12) That the does not accept for processing at the site, and does not process:~~

- ~~a. biological waste;~~
- ~~b. sludge;~~
- ~~c. ash residue;~~
- ~~d. agricultural wastes;~~
- ~~e. waste tires or waste tire residuals;~~
- ~~f. nuclear source or byproduct materials regulated under Chapter 404, Florida Statutes or under the Federal Atomic Energy Act of 1954;~~
- ~~g. suspended or dissolved materials in suspended sewage effluent or irrigation return flows, or other regulated point source discharges;~~
- ~~h. fluid or wastes associated natural gas or crude oil exploration;~~

- ~~i. solid waste that is generated as a result of a storm event that is the subject of an Emergency Order entered by any governmental entity other than the Town Commission of Pembroke Park; or~~
- ~~j. hazardous waste.~~

~~———— (13) That the “Materials Recovery Facility” is not a “Trash Transfer Station,” such that the Facility recovers more than an “incidental amount” of its incoming solid waste in the form of recyclable materials, and does not have as a primary purpose the holding and storage of solid waste for transport to a disposal facility. In the absence of statutory guidance, guidance from the Florida Department of Environmental Regulation in the form of an agency rule, or binding case law precedent that construes or defines “primary purpose” in the context of Fla. Stat. § 403.703(38)(2013) or “incidental” in the context of R. 62-701.200 (120) F.A.C. (collectively, “guiding legal authority”), and to provide direction to the Town Staff for application of the definition of a Trash Transfer Station in the absence of such guiding legal authority, a Facility that accepts solid waste, and extracts less than five percent (5%) of the total tons of the Facility’s incoming of 250 solid waste stream over any calendar six (6) month period as recycled materials, and then effects a transfer of the non-extracted, residual solid waste stream off site for disposal or processing off site shall be deemed by Town Staff to be a “Trash Transfer Station” and not a “Materials Recovery Facility. When, as, and if such guiding legal authority is created, the Town shall follow same and apply same. Additionally, given the first deadline in which to obtain a Certificate of Conformity is June 1, 2015, the first six month measuring period shall be November 2014 to May of 2015.~~

~~———— (14) That the safety plan is reasonable.~~

~~—— (15) That all processing of solid waste occurs indoors and on a poured concrete pad having a minimum thickness of four inches.~~

~~—— (16) That the Facility is operated to minimize the discharge of leachate to the environment, control objectionable odors, litter, dust, and other fugitive particulates from the building wherein the processing occurs.~~

~~—— (17) That absent emergency: a. putrescible solid waste and solid waste that is mixed with putrescible solid waste shall be removed from the facility not more than 24 hours after acceptance, b. nonputrescible solid waste is not stored at the facility for more than one (1) week, and c. that recovered materials are not stored at the facility for more than six (6) months.~~

~~(18) That the Application is complete.~~

~~(19) That the Facility converts, on average, a material amount of its incoming volume of solid waste to recyclables. Given the State public policy that recycling is encouraged, and to promote the implementation of technology and processes in Materials Recovery Facilities that will likely increase over time the efficiencies of extracting recyclables from the solid waste stream, the Town Commission will determine such material average by Resolution in evaluating the application in consideration of: a. recycling averages reported by other similar kinds of Materials Recovery Facilities in South Florida that are outside of the Town; b. the nature, types, and investments in equipment (and extent of depreciation thereof) of the Facility within the Town; c. current regulatory goals and objectives at the State and County level for recycling and regulation as may exist; and d. such other reports and evaluations concerning Materials Recovery Facility recycling efficiencies as the Town Commission~~

may deem appropriate. In the event the Facility does not meet the determined standard in light of this criteria, a plan for compliance with such standard shall be submitted which shall demonstrate achievement within a reasonable time.

(20) — That the Facility does not accept more than 22,500 tons in any month of solid waste at the Facility for processing. This number may be temporarily increased by the Town Commission as necessary to respond to declared States of Emergency.

(21) — The Facility remains limited to a maximum lot size of two (2) acres and a maximum building area of thirty thousand (30,000) square feet.

(22) — That all of the Facility's processing operations are conducted inside a completely enclosed structure, and on a site which provides an adequate parking area and circulation area for truck staging, unloading and loading arrangements on the Facility's property. No loading, staging, or storage activities shall be permitted off of the facility's property (such as, but not limited to, within the public rights-of-way). If approved by the Town, weighing activity may occur outside next to the Building.

(23) — That the operation of the Facility does not cause or create a nuisance or annoyance to the public or to surrounding property owners. Nuisances shall include, but not be limited to, blocking access, disrupting traffic, and any of the conditions described in Sec. 12-76 of this Code.

(24) — That all sites where the processed solid waste is disposed have appropriate permits and licenses to operate.

(25) — That the local contact information is up to date and reasonably detailed and sufficient.

~~———(h) The hours of operation shall be limited to Monday through Saturday from 6:00 a.m. to 7:00 p.m., except for odor control and cleaning operations, and except for clerical, bookkeeping and related administrative activities which may be conducted at any time. In addition to the above, the staging or parking of trucks on public roadways within the Town, or at the site, prior to the above operating times, is strictly prohibited.~~

~~———(i) If it is determined by the Town that the applicant is not complying with the conditions of approval of the Certificate of Conformance, or otherwise operates so as to violate the Town's Code or constitute a nuisance, the Town Commission may revoke the Certificate after conducting a public hearing. If a public hearing is held for the purpose of revoking a Certificate of Conformity, the applicant shall be notified by certified mail not less than thirty (30) days prior to any such hearing. If a Certificate of Conformity is revoked, the Town Commission may require all operations at the Materials Recovery Facility to cease within a reasonable time after all solid waste on the premises as of the date of the Town Commission action has been processed and removed from the site and the building cleaned.~~

~~———(j) The Materials Recovery Facility shall be responsible for the actions of any truck drivers accessing or exiting the site in terms of compliance with paragraph (g)(8), and (h) above or (k) below. In the event a truck should fail to use the approved route or violate paragraph (h) above or (k) below, a financial penalty in the amount of Five Hundred Dollars (\$500.00) per occurrence shall be paid to the Town.~~

~~———(k) No truck or trailer delivering solid waste materials or picking up recyclables or solid waste or other matter shall be parked on any public roadway in the Town prior to 6:00 AM or after 7:00 PM. No truck or trailer used for any solid waste business shall be parked within three hundred (300) feet of a residentially zoned area at any time.~~

~~———(1) Record keeping and reporting: The owner or operator of a solid waste conveyance or disposal business operating in the Town shall:~~

~~———(1) Maintain a record on-site, recording daily, in tons, of the total quantity of solid waste received and processed, and the separate quantities for:~~

- ~~a.— Construction and demolition debris;~~
- ~~b.— Commercial waste;~~
- ~~c.— Household waste;~~
- ~~d.— Vegetative material~~
- ~~e.— Prohibited materials including the final disposal location facility name, address, and telephone number;~~
- ~~f.— The quantity of recyclable material recovered, by type;~~
- ~~g.— The quantity of solid waste disposed of and identity of the final disposal location(s);~~

~~———(2) Materials Recovery Facilities shall submit a monthly report to the Town no later than the Fifteenth (15th) day of the succeeding month. A copy of the monthly Broward County report shall satisfy this requirement. The report shall include:~~

- ~~a.— The facility name, address and Certificate number;~~
- ~~b.— The month covered by the report;~~
- ~~c.— A summary of the daily information specified in (1) above.~~

~~(3)—— Materials Recovery Facilities shall submit an annual report to the Town no later than March 31 for the preceding calendar year. The report shall include:~~

- ~~a.— The facility name, physical address, E-mail address, phone number and license number;~~

~~b. A summary of the information specified in (2) above."~~

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 affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 3: This Ordinance shall be enacted immediately upon its passage and adoption after Second Reading by the Town Commission.

PASSED on First Reading this 4th day of February, 2022.

PASSED on Second Reading this ____ day of _____, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

VOTE

GEOFFREY JACOBS

REYNOLD DIEUVEILLE

WILLIAM HODGKINS

ORDINANCE NO. 2022-002

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PERTAINING TO THE SUBJECT OF GROWTH MANAGEMENT; AMENDING THE ZONING REGULATIONS IN THE M-1 INDUSTRIAL ZONING DISTRICT; AMENDING DEFINITIONS; AMENDING THE LISTS OF PERMITTED, SPECIAL EXCEPTION, AND PROHIBITED USES; AMENDING PROVISIONS FOR NON-CONFORMING USES; AMENDING OTHER DISTRICT REGULATIONS; AMENDING PROCEDURES FOR ZONING REVIEW AND APPROVAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission periodically evaluates various land development trends and issues and amends its Land Development Regulations accordingly; and

WHEREAS, the Town retains the services of a land planning professional to evaluate land development activities and land development regulations and recommend strategies and Code modifications; and

WHEREAS, the Town Commission desires to amend the Town's Code of Ordinances to modify the M-1 Industrial District regulations; and

WHEREAS, the Town Commission held duly advertised public hearings to consider the proposed modifications to the Town's Code of Ordinances;

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

Section 1: That Section 28-11 of the Code of Ordinances, Town of Pembroke Park, Florida is hereby amended to read as follows:

"Sec. 28-211. Intent and definitions.

The M-1 Industrial District is intended for industrial uses not in conflict with any ordinance of the Town regulating nuisances and for such uses not involving the use of materials, processes or machinery likely to cause undesirable effects upon neighboring or

Exhibit "B"

adjacent residential or business property. The M-1 Industrial District may directly abut a residential or business district and the activities allowed in an M-1 Industrial District are intended to be such as may be compatible with such neighboring districts under the requirements provided in this division to minimize conflict, and to preserve the M-1 Industrial Districts for its primary purpose, to wit: industrial development. Residential uses are not allowed therein.

For purposes of the regulations of the M-1 Industrial District "Residential" shall be deemed to include not only single-family residences, but multifamily residential use and mobile home park use in addition thereto; furthermore, "residential zoning" shall also be deemed to include zoning classifications where single-family residences, multi-family residences, or mobile home park use is allowed .

For purposes of applying the regulations of the M-1 Industrial District in Sections 28-212, 28-213, 28-214, and the regulations of the M-1 Zoning District as applicable to non-conforming uses and structures, the word "expand" or "expansion" shall not be limited to an increase in ~~land area floor area of a building's interior~~, but shall also include an increase in ~~building or structure envelope, utilization of existing floor area, an increase in the utilization of land area (e.g. particularly, some uses and activities in this M-1 Industrial District are allowed to take place outside of buildings and structures), an increase vehicle trips generated for the site, an~~ increase in off-street parking ~~utilization requirements for the site, or~~ an intensification to the ~~use activity taking place on the site evidenced by improvements or alterations made to the site or building since the date the use became non-conforming (alterations and improvements made without permits from the last set of plans on file with the Town shall be conclusively presumed to have been made after the date the use became non-conforming), or evidenced by and any alteration of activity that is reasonably likely to generate~~ a discernible increase in adverse secondary effects in terms of noise, vibration, objectionable odors, air or water pollution, light, traffic ~~congestion, adverse impacts to~~ public safety, or like adverse effects."

Section 2: That the Code of Ordinances, Town of Pembroke Park, Florida is hereby amended by adding a section, to be numbered 28-211.5 which section reads as follows:

“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:
 - Aerospace composites;
 - Apparel related products;
 - Assembled paper products;
 - Aviation technology;
 - Ceramics;
 - 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.
- (c) Medical and biomedical educational or scientific research, testing, or development facilities (not schools) or laboratories.
- (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.
- (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, wood or wool.
- (f) The following service and trade establishments:
 - Bakery;
 - Boat repair;
 - Bookbinding;
 - Cheese making;
 - Cleaning and dyeing establishments;
 - Communication - information/data processing;
 - Cutting or blending of liquor;
 - Diaper service;
 - Drapery and blind fabrication and service;
 - Egg storage, handling or processing;

Electroplating;
Exterminating;
Food catering;
Glass and mirror shop;
Janitorial;
Laundry;
Linen supply;
Machinery repair;
Magazine wholesale agency;
Manufacture of powder blends, potting compounds and plastisols;
TV / Motion picture studio / recording studio;
Pattern making;
Plumbing or electrical shop;
Printing, publishing, lithography and engraving; and,
Buildings for telecommunications and utility operations (except communications towers which are regulated elsewhere under this Code).

- (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):

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.
- (i) The following repair and shop uses:
 - 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.
- (k) Carpet and rug cleaning.
- (l) Wholesale meat, poultry, and fish distribution.”

Section 3: That Section 28-212 Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended to read as follows:

“Sec. 28-212. Uses requiring approval by Special Exception.

(a) Except as provided in subsection (cb), the following uses may be allowed on property located within the M-1 Industrial District, provided such uses (and every subsequent change, alteration or expansion or relocation thereof) are approved by Special Permit as provided in Subsection (b) below or by Special Exception in accordance with the provisions contained in Division 6 of this Chapter:

- (1) Manufacture and/or storage of cement, lime, plaster, asphalt, brick, tile, concrete or products thereof;
- (2) Packing plants; or canning plants;
- (3) Petroleum storage or transfer;
- (4) Fabrication of Metal Products, excluding fFoundry and; drop forging, but including stamping, dieing, shearing or punching;
- (5) Paint or varnish manufacture;
- (6) Open air storage in bulk of brick, building materials, butane, cement, clay products, concrete products, contractors' equipment, cotton, fuel, gasoline, grain, gravel, hay, lead, lime, plaster, pipe, lumber, machinery, propane, roofing materials, rope, sand, stone, terra cotta, timber, wood or wool;
- (7) Use of automatic screw machines;
- (8) Motor freight terminals;
- (9) Manufacturing of chemicals which are not prohibited under the provisions of Section 28-219;
- (10) Automobile, boat, motorcycle or truck body work, frame repairs or painting;
- (11) Taxidermy;
- (12) Any manufacturing or chemical process that regularly involves the use or storage of any one chemicals in quantities greater than fifty (50) gallons per day;
- (13) Recovered Materials Processing Facilities which meet the conditions of Fla. Stat. §403.7045 (1)(e) (~~2020~~2014), as amended (and which therefore are not solid waste management facilities), and which do not accept or process household waste or putrescible waste; and
- (14) Uses and activities clearly accessory to a use allowed by Special Exception.

(b) The Town Commission may approve, or conditionally approve, by granting a Special Permit, any use (or a change, the alteration, or expansion, or relocation thereof) which is listed in this Section, provided such use and the change, alteration or

expansion or relocation thereof: takes place in a fully enclosed building, involves no more than ~~two thousand five hundred square feet (2,500 SF)~~ five thousand square feet (5,000 SF) of floor area, ~~does not materially increase vehicle trips generated for the site or materially increase off-street parking requirements for the site, does not involve a material intensification to the activity taking place on the site,~~ and is not reasonably likely to generate any ~~discernible and~~ material and detrimental increase in adverse secondary effects in terms of noise, vibration, objectionable odors, air or water pollution, light, traffic, traffic congestion, adverse impacts to public safety, or like adverse effects. The process and procedure applicable to Special Permits in the M-1 Industrial District is set forth in Sec. 28-214 of this Code, and this process and procedure is intended to be more expeditious than the process and procedure for granting Special Exceptions. Should the Town Commission determine not to grant a Special Permit under this subsection (b), or should the application does not meet the qualifying requirements of this Subsection (b), a Special Exception shall be required in order to allow such use, or the alteration, expansion, or relocation thereof.

(c) Whenever the Town enacts an amendment to this Section which makes or classifies certain previously permitted uses as being allowable in the M-1 Zoning District by Special Exception, then such uses may continue without obtaining a Special Permit or a Special Exception; however, they may not change their primary operation, alter, or expand without obtaining such approval.”

Section 4: That Section 28-213 Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended to read as follows:

“Sec. 28-213. Lawfully established nonconforming uses.

This Section creates special zoning regulations applicable to the M-1 Industrial District that supersede any other zoning regulations that determine the extent (e.g. in terms of size and intensity) to which non-conforming uses in the M-1 Industrial District may continue. Whenever the Town enacts an amendment to the M-1 Industrial District which classifies a use which was a permitted use or an allowable use by Special Exception immediately prior

to the amendment as a prohibited use, then such use shall be considered a non conforming use, and such use may not change its primary operation, or alter or expand, unless such change, alteration, or expansion is authorized by an express provision of this District or approval authorized in this District. Nothing in this section shall prevent the Town from establishing or amending any occupation, business, industry, or activity regulatory ordinances which may impact how certain uses which are also from a zoning standpoint non-conforming uses in this District may continue to operate, or prevent the Town from adopting additional non-conforming use zoning regulations.

(a) Uses that were established and operating in accordance with the regulations of this District, regardless of whether such uses took place in buildings or on land, and which become listed as prohibited uses under the regulations of this District, may continue to operate as nonconforming uses, ~~but only to the extent determined in subsections as provided in paragraphs (1b), (2e), or (3d) below, as applicable. This Section creates special regulations applicable to the M-1 Industrial District that supersede any other ordained provisions that determine the extent to which uses made non-conforming by reason of becoming prohibited uses may continue to operate.~~

~~(1b)~~ Uses that were operating in this District on or before February 11, 2015 and which ~~became~~ ~~become~~ on or before February 11, 2015 listed as prohibited uses, shall be able to continue to operate under subsection (a) of this Section as non-conforming uses in the same manner they operated as of the date such uses became non-conforming only to the extent of such uses' actual operations as of February 11, 2015 (as distinguished from operations in excess of actual operations as of such date which may be allowed by federal, state, district or county ~~other~~ law, regulations, or approvals). These uses shall not change, alter, or expand beyond the limit stated above.

~~(e)~~ (2) Any use that is listed in Section 28-212 of this Code as a use allowable by Special Exception or Special Permit immediately prior to becoming, ~~and which becomes~~ listed as a prohibited use under the regulations of this District sometime after February 12, 2015 shall be able to continue to operate under

subsection (a) of this Section ~~as a non-conforming use only~~ to the extent of the greater of (i) such use's last Special Permit or Special Exception issued by the Town Commission after February 12, 2015 and before the effective date of the Town Ordinance defining such use as a prohibited use, or (ii) in the same manner in which the use operated extent of such use's actual operations as of the effective date of the Town Ordinance defining such use as a prohibited use (as distinguished from operations in excess of actual operations as of such date which may be otherwise be allowed by ~~federal, state, district or county other~~ law, regulations, or approvals). ~~These uses shall not expand beyond the limit stated above. These uses shall not change, alter, or expand beyond the limit stated above.~~

(3) Any use that is listed in Section 28-211.5 of this Code as a permitted use ~~immediately prior to being, and which becomes~~ listed as a prohibited use under the regulations of this District sometime after February 12, 2015, shall be able to continue to operate under subsection (a) ~~as a non-conforming use; however, to the extent of such use's actual operations as of the effective date of the Town Ordinance defining such use as a prohibited use. These~~ these uses may be extended throughout any building in which they may be located, provided no structural alterations (except those required by law or ordinance, or ordered by an authorized officer to assure the safety of the building), are made therein. These uses shall not further change, alter, or expand beyond the limit stated above.

Section 5: That Section 28-214 Code of Ordinances, Town of Pembroke Park,

Florida, is hereby amended to read as follows:

“Sec. 28-214. Applications for special permits.

(a) An application for a Special Permit for any use or change, alteration or expansion or relocation thereof which is allowed pursuant to the provisions of Sec. 28-212 (b) of this Code shall contain the following information: name and address of the applicant; legal description of the property upon which the activity is sought to be specially

permitted; plans detailing the exterior and interior improvements and alterations intended in connection with the proposed activity, and when the application involves more than two thousand five hundred square feet (2,500 SF) of floor space (i) a report of a traffic engineer as to the daily number of trips generated by the proposed activity and off-street parking requirements needed for the proposed activity, and (ii) an impact analysis report by a Professional Engineer detailing any adverse effects of noise, light, odors, traffic, objectionable odor, air or water pollution, vibration, impacts to public safety, or other similar potential adverse effects associated with the application.; ~~and such other information as~~ The Town Planner may reasonably deviate from the requirements of the prior sentence, and may require additional or different submissions which relates to the criteria set forth herein and in Subsection Sec. 28-212 (b) of this Code (such as, for example, a flow sheet or process description indicating the process utilized and the method of such utilization, the compounds and chemicals utilized in such process, etc.).

(b) ~~In addition to the foregoing, the~~ The applicant shall make application on forms provided by the Town and shall pay such application fee and pay all costs and expenses of the Town as may be applicable to such matters from time to time. ~~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.~~

(c) The Town Commission shall hold a quasi-judicial public hearing on the application and shall give notice of such hearing by (i) publication on the Town's Website in a newspaper of general circulation in the Town one (1) time, which notice shall be published at least ten (10) days before the date of the hearing, and (ii) shall further give written notice in United States Mail to all owners of property as disclosed by the most recent ad valorem tax roll within three hundred (300) feet of the proposed use which is mailed at least ten (10) days before the date of the hearing."

Section 6: That Section 28-215 Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended to read as follows:

"Sec. 28-215. Restricted area of use.

- (a) Any and all uses shall be performed in areas approved for said use, as provided by the Code of Ordinances of the Town of Pembroke Park, Florida. ~~No activity~~No disassembly, assembly, repair, fabrication, processing, work, or storage of products, raw materials, or inventory, shall be allowed in any designated parking area, roadway, driveway, pedestrian walkway or emergency vehicle access way. Except as may be otherwise prohibited by this Code, the storage of goods and products and inventory and equipment outdoors in areas other than a driveway, pedestrian walkway, emergency vehicle access way, or required off-street parking area may be approved by the Town Commission; provided, the Commission determines that such area appropriately is fully, visually screened from view from the ground from adjacent property (in light of the site characteristics and utilization), and provided, the Town Commission determines the material or equipment as so located and utilized~~stored and the manner of storage~~ does not create any adverse effects of noise, light, odors, traffic, objectionable odor, air or water pollution, vibration, impacts to public safety, or other similar potential adverse effects, or incompatibilities in terms of aesthetics with surrounding property.

- (b) Off-street parking spaces shall be used for temporary parking of operable vehicles, and not for storage of operable vehicles (i.e. fleet vehicle parking) unless such storage areas have been approved by the Town Commission. Off-street parking spaces shall not be used for temporary parking or storage of in-operable vehicles or vehicles that do not have a current tag and registration.
- (c) No automobile, truck, motorcycle or boat body work, repairs or painting shall take place or be allowed outside of a building. No automobile, truck, motorcycle or boat parts, tires, petroleum products, paints or other hazardous materials shall be stored outside of a building. All motor vehicle cleaning or detailing uses shall comply with the provisions listed in 28-187.1(c)(3) to collect, store and dispose of polluted water, solvents or other cleaning products.”

Section 78: That Section 28-217 Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended to read as follows:

“Sec. 28-217. Separation Standards.

(a) The following uses in the M-1 Industrial District are prohibited to be located within one hundred (100) feet of any residentially zoned district in the Town: automotive, truck, motorcycle or boat engine repair, maintenance or testing. For the purpose of this section this shall include any building used for such purpose.

(b) A Recovered Materials Processing Facility in the M-1 Industrial District shall be ~~are~~ prohibited from being located within five hundred (500) feet of any residentially zoned district in the Town. This provision shall not be construed to discourage or prohibit individuals and business entities that are participating in recycling programs as part of their normal business operation, provided that the primary use of such individuals or business entities is not a Recovered Materials Processing Facility. For the purpose of this section this shall include any building, any outdoor area used for such purpose. Prior to February 11, 2015, the separation standard set forth in this subsection was three hundred (300) feet. As to any Recovered Materials Processing Facility that was

established and operating in accordance with the regulations of this District prior to February 11, 2015, such Facility shall remain subject to the former three hundred (300) foot standard and shall not be considered non-conforming for not meeting the current, increased separation requirements of the first sentence of this subsection; however, should such Facility relocate from its current location ~~or expand~~, such relocation ~~or expansion~~ must comply with the increased separation standard set forth in the first sentence of this subsection.

(c) The following activities in the M-1 Industrial District are prohibited from being located within one hundred fifty (150) feet of any residentially zoned district in the Town: automobile, boat, motorcycle or truck body work, frame repairs or painting.

(d) ~~Any use listed in this Section which is operating as a nonconforming use because it violates the separation requirements of this Section may not expand.~~ Any use listed in this Section which violates the separation requirements of this section may continue in nonconforming status, but may not relocate from its current location unless it is relocated so as to comply with the applicable separation standard herein. If any use in non-conforming status under this Section is discontinued for a period of ninety (90) days or more, it shall lose such status, and shall thereafter be illegal in such location; provided however, that such use -

~~—————(e)———~~ Use will not be considered discontinued if the discontinuance is a result of natural or manmade disasters or calamity such as a wide spread epidemic, war, terrorism, or hurricane.”

Section 9: That Section 28-218 Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended to read as follows:

“Sec. 28-218. Special Hours of business operation.

All uses in the M-1 Industrial District located within two hundred fifty (250) feet of any residentially zoned district may only operate during the following hours:

(a) Monday through Saturday: 7:00 a.m. to 7:00 p.m.; Sunday 9:00 a.m. to 4:00 p.m.

(b) Clerical, bookkeeping and related administrative activities are not subject to the hours of operation set forth in the preceding paragraph, and may be conducted at any time.”

Section 10: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section, to be numbered 28-219 which section reads as follows:

“Sec. 28-219. Prohibited uses.

The following uses shall be prohibited in the M-1 Industrial District:

(a) Manufacturing of cleaning, solvent, exterminating, or disinfecting chemicals, or other hazardous substances as defined by the National Fire Protection Association;

(b) Manufacture or storage of explosives;

(c) Petroleum products refining;

(d) Stock or slaughter yards;

(e) Rendering plant or glue works;

(f) Pulp mills, saw mills, or paper mills;

(g) Oil compounding, manufacturing, or barreling;

(h) Open air storage in bulk of asphalt, coal, grease, liquor, tar, tarred or creosoted products, or wine. This prohibition does not apply to storage of these materials in warehouses;

(i) Insecticide manufacturing;

(j) Storage, sale, salvage, transfer, or disposal of junk, scrap, ~~garbage~~ or used parts where such items are not recyclable material or recovered materials as defined by Section 403.703, Florida Statutes;

(k) Except where otherwise listed in Section 28-211.5 or 28-212, the use of any material not environmentally neutral and which can cause noxious odors when emitted to the air;

(l) Manufacture or storage of explosives;

(m) Retail stores, sales or service unless specifically listed as a permitted use;

(n) Amusement enterprises;

- (o) Sale or leasing of automobiles, trucks, boats, or recreational vehicles;
- (p) Bars, cocktail lounges, or night clubs;
- (q) Grocery store and meat markets;
- (r) Fertilizer manufacturing (excluding mixing and packaging, and sale of in-bag inorganic fertilizer);
- (s) Foundries;
- (t) Rock and sand crushing plants;
- (u) Tannery and slaughterhouse;
- (v) Airport;
- (w) Adult day care;
- (x) Bus storage or repair facilities;
- (y) Hospitals, sanitariums, orphanages and similar institutions for the care or treatment of persons;
- (z) Hotels, motels, apartment hotels, rooming, boarding or lodging houses, except if granted commercial flex and approved by the Town Commission;
- (aa) Institution for the housing of sick, indigent, aged or minor persons.
- (bb) Residential uses including mobile homes and recreational vehicles, except for one accessory manager's / security quarters per complex not exceeding 400 square feet;
- (cc) Pharmacies, drug treatment centers, pain centers or clinics;
- (dd) Cultivation, growing, processing or distribution of medical or prescription drugs or substances;
- (ee) Assembly uses for persons, including but not limited to convention and meeting centers, auditoriums, and convention centers;
- (ff) Penal or correctional institutions, jails, detention centers, temporary or transitional housing or shelters, or treatment centers or facilities for disorders, addictions, or other health or social problems;
- (gg) Solid waste management facilities as defined by State law; and
- (hh) The following types of solid waste related uses and operations are prohibited anywhere within this District: landfills, incinerators, pulverizers, compactors,

composters or composting, solid waste disposal facilities, hazardous waste facilities, hazardous waste management facilities, and transfer stations.”

Section 11: 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 affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 12: That it is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park’s Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

Section 13: In the event of any conflict between the provisions of this Ordinance and the provisions any other Ordinance or Code provision of the Town, the provision that best advances public safety and health to the greatest degree shall apply and control.

Section 14: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption on Second Reading by the Town Commission.

PASSED and ADOPTED on First Reading this 4th day of February, 2022.

PASSED and ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

Draft 11-19-21

Town of Pembroke Park
Ordinance No. 2022-002

MELISSA P. ANDERSON
Town Attorney

VOTE

GEOFFREY JACOBS

REYNOLD DIEUVEILLE

WILLIAM HODGKINS

ORDINANCE NO. 2022-003

**AN ORDINANCE OF THE TOWN OF PEMBROKE PARK,
FLORIDA, AMENDING THE TOWN'S COMPREHENSIVE
PLAN BY ADOPTING A "PROPERTY RIGHTS"
ELEMENT; PROVIDING FOR SEVERABILITY;
SUPERSEDING CONFLICTING ORDINANCES AND
RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, WHEREAS, Section 163.3167, Florida Statutes, requires the Town of Pembroke Park (the "Town") to maintain a comprehensive plan to guide its future development and growth; and

WHEREAS, Section 163.3177(6)(i)1., Florida Statutes, requires the comprehensive plan to include a property rights element; and

WHEREAS, the Town respects judicially acknowledged and constitutionally protected private property rights; and

WHEREAS, the Town respects the rights of all people to participate in land use planning processes; and

WHEREAS, this ordinance will amend the comprehensive plan by adding a property rights element.

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

Section 1: The comprehensive plan is amended by adding the property rights element attached as EXHIBIT A and made a part of this ordinance as if set forth in full.

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.

Section 3: 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 4: That this Ordinance shall be in force and take effect as provided by law.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

Melissa P. Anderson
Town Attorney

AGENDA ITEM REPORT



To:

Subject: Waiver Request - Flecia McGriff

Meeting: 03 23 2022 DRAFT WORKSHOP COMMISSION MEETING - Mar 23 2022

Department: Finance

Staff Contact: Michelle Grooms, BTR/Billing Administrator

BACKGROUND INFORMATION:

See attachment

FINANCIAL IMPACT:

Decrease in revenue for penalty fee.

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Recommend waiving the penalty fee.

ATTACHMENTS:

[Waiver Request - Flecia McGriff Special Event](#)

Michelle Grooms

From: flecia mcgriff <flecia@bellsouth.net>
Sent: Sunday, February 27, 2022 10:28 PM
To: Michelle Grooms
Subject: Re: Special Event Application

To Whom It May Concern:

This letter is regarding the After the Fact Penalty Fee of \$150 that was cited to me from an incident that took place on Monday, February 14, 2022 on SW 56th Ave and County Line Road.

I feel that the events that lead up to this fee was grossly misleading and unfair and I can only hope that this letter reaches the necessary person or persons to hear my grievance of this matter. I live in West Park and I decided to sell some Valentine's Day gift baskets up the street from my home which I later found out, that across the street from my block is Pembroke Park. I set up around 11:00 am in a grassy area where there were no businesses or private resident which I thought was okay. At approximately 4:40 pm, I was approached by Chief Code Enforcement Officer Joseline Ramirez and she asked if I had a permit for selling my baskets. I replied to her that I did not, and I was not aware that I needed one. I added that I was a West Park resident and I lived two blocks away and I wanted to be closer to the main road to sell my baskets. Miss Ramirez informed me that I was on the Pembroke Park Side and I needed a permit. I explained to her that I was not aware of this and that I had been there since mid morning and at least two BSO cars past me and no one stopped to inform me of this. Miss Ramirez said that without a permit, I had to pack up and leave, I explained to her that I was leaving within the hour anyway as it would start to get dark and I wanted to stay. Miss Ramirez Handed me a "Town of Pembroke Park Warning Notice" which she applied a check mark under "First" notice. She also wrote in the description "No special event permit for sale" and to obtain a special event permit to contact Michelle Grooms with her contact number. Upon giving me this notice, she said I could finish out the hour as long as I went to the town hall and fill out the application for the special event permit. I informed her I will go the following day as she instructed. I went the following day and submitted the application and spoke with Miss Grooms and she told me that I had to pay \$150 penalty. I explained to her that Miss Ramirez neglected to inform me that I would have to pay a \$150 penalty. The instructions on my notice said to obtain a special event permit. It said nothing about an after the fact penalty fee of \$150. I assumed that I had to fill out the application that I needed and pay the application fee and whatever the fee was for the day. Had I known it would cost me \$150, I would not have agreed to that nor would I have stayed. I barely made that much just for being there. I am respectfully requesting that the penalty fee be rescinded and that I pay for the application fee and the day that I was there. I should not be punished so severely for unknowingly violating this ordinance. With the first time warning notice that I received and the information that was explained to me "after the fact" by Miss Grooms, if I should ever repeat this violation, then it would merit a \$150 penalty. Lastly, I consider myself a law abiding citizen and being a Navy Veteran, I pride myself in doing what is right and to follow the proper procedures. I'm asking that my ignorance of your ordinance be taken into consideration, and the fee be waived as this will cause a financial burden to me. Thank you for your consideration.

Respectfully,
Flecia McGriff



Town of Pembroke Park

3150 SW 52 Avenue
Pembroke Park, Florida 33023
(954) 966-4600

Invoice No. 133424

INVOICE

Customer

Name Flecia McGriff
Address 3831 SW 58 Ave
City West Park State FL Zip 33023
Phone _____

Date 2/18/2022
SEL # 050921
App# 88671
FOB _____

Qty	Description	Unit Price	TOTAL
1	Special Event Fee (Date: Feb. 14, 2022 @ 56 Ave & County Line Rd)	\$10.00	\$10.00
1	After the Fact Penalty Fee	\$150.00	\$150.00
SubTotal			\$160.00
TOTAL			\$160.00

Office Use Only

Payment Due Upon Receipt

Michelle Grooms

From: Heidi Siegel
Sent: Wednesday, February 16, 2022 2:57 PM
To: Michelle Grooms
Subject: RE: Special Event 2-14-22 (After the Fact Permit)

Approved.



Heidi Siegel, AICP
Town Planner
Town of Pembroke Park
954.966.4600
townplanner@tppfl.gov
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023

From: Michelle Grooms <mgrooms@tppfl.gov>
Sent: Wednesday, February 16, 2022 2:54 PM
To: Heidi Siegel <townplanner@tppfl.gov>
Subject: Special Event 2-14-22 (After the Fact Permit)
Importance: High

Heidi,

See the attached application for a special event after the fact permit.

Have a great day,



Michelle Grooms
Billing Administrator, Town of Pembroke Park
954.966.4600 ext. 214 | mgrooms@tppfl.gov
954.961.4760 Fax
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023

SPECIAL EVENT APPLICATION

PLEASE FILL IN ALL BLANKS.

Applicant/Business Name: Flecia McGriff Phone: (954) 648-9393
Business Owner/agent: _____
Address: 3831 SW 58th Ave
City, State, Zip: West Park

Date(s) of special event: 2/14/22 Hours of Operation: 10 am to 5:30 pm
Location for special event: 56th Ave & County Line Road
Nature (or description) of special event: Valentine's Day Gift Baskets and Sets

Number of expected attendees (vendors and support staff included) 2
Security provided by: N/A Parking Capacity: N/A

Submit the following with this form.

- (1) A copy of your LIABILITY INSURANCE certificate.
(2) Submit (2) two drawings to illustrate the layout for this event.

Answer the following questions.

If you answer yes to (1) one or more of the questions below contact the Building Dept @ (954) 966-4600 ext. 211 for permits.

Is additional lighting needed? yes ☒ no Is additional power source needed? yes ☒ no
Tent(s) or canopies required? yes ☒ no Temporary bathroom facilities needed? yes ☒ no
Advertising via signs, balloon, etc. this event? yes ☒ no

Will you have outside cooking and/or serving of food yes ☒ no?

If yes, contact the Dept. of Hotel and Restaurant Admin. for a temporary Event Application @ (850) 487-1395.

Are you the owner of the building/property? _____

If yes, complete Section 1 below. If no, have owner/agent complete Section 1 & 2 below.

I certify that all information stated by me is complete, factual and true.

Applicant's Signature Flecia McGriff Date 2/15/22

Section 1 - Property Owner Information

Owner Name: _____ Phone: (____) _____
Address, City, State, Zip: _____

Section 2 - Property Owner's Authorization

I, _____, certify that I am the owner/agent and hereby consent to use of my property for the purpose of _____.

I understand that this special event will be reviewed and/or inspected by the Town of Pembroke Park's Inspectors, and I agree that any violations shall be corrected by (owner/lessee) _____.

I understand that unless the proper permits are applied for and received that this special event will not be approved.

Owner/Agent's Signature _____ Date _____

Sworn and subscribed before me this day _____, 20 _____

Notary Signature _____ Notary Seal _____

AGENDA ITEM REPORT



To:

Subject: Waiver Request - Nakima Walker

Meeting: 03 23 2022 DRAFT WORKSHOP COMMISSION MEETING - Mar 23 2022

Department: Finance

Staff Contact: Michelle Grooms, BTR/Billing Administrator

BACKGROUND INFORMATION:

See attachment

FINANCIAL IMPACT:

Decrease in revenue for penalty fee.

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Recommend waiving the penalty fee.

ATTACHMENTS:

[Waiver Request - Nakima Walker](#)

Michelle Grooms

Initial Business Tax in the Town issued on 07/17/2015

From: nakima walker <nakima.walker@yahoo.com>
Sent: Wednesday, March 2, 2022 2:32 PM
To: Michelle Grooms
Subject: Please help me

To whom it may concern,

My name is Nakima Walker, salon owner of Glowbal Essence. I'm sincerely asking for help with my late penalties. Business has not been the same and I fall behind. I will not be late again.

Thank you so much for your time.

Town of Pembroke Park

3150 SW 52nd Ave
Pembroke Park, FL, 33023
Phone (954) 966-4600
Fax (954) 966-5310



SALES RECEIPT

**Payment for Account 132765
(Beauty Salon)**

Town of Pembroke Park	Sold To	NAKIMA WALKER (1 OF 2)
3150 SW 52nd Ave		4450 W HALL BCH BLVD
Pembroke Park FL, 33023		PEMBROKE PK, FL 33023
Phone (954) 966-4600 x211		Phone 0000001189
Fax (954) 966-5310		

Transaction #	Payment Method	Amount	Sale Date
24705	Money Order	\$162.01	3/3/2022 1:59:20 PM

Date Applied	Application #	Qty	Item	Total
3/3/2022	AP-79793	2.59	Penalty Fee / Late Charges	\$0.05
3/3/2022	AP-79793	5.58	Penalty Fee / Late Charges	\$5.58
3/3/2022	AP-79793	2.63	Penalty Fee / Late Charges	\$2.63
3/3/2022	AP-79793	52.50	Business Tax - Deferred Billing	\$52.50
3/3/2022	AP-79793	52.50	Certificate Of Use - Deferred Billing	\$52.50
3/3/2022	AP-79793	10.00	Alarm Registration - Deferred Billing	\$10.00
3/3/2022	AP-79793	21.50	Penalty Fee / Late Charges	\$21.50
3/3/2022	AP-79793	5.75	Penalty Fee / Late Charges	\$5.75
3/3/2022	AP-79793	5.75	Penalty Fee / Late Charges	\$5.75
3/3/2022	AP-79793	5.75	Penalty Fee / Late Charges	\$5.75
	Total			\$162.01

Town Of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5413
Phone: (954) 966-4600 EXT:214 Fax: (954) 961-4760



ANNUAL BILLING STATEMENT

WALKER, NAKIMA
 4450 W HALL BCH BLVD
 PEMBROKE PARK FL 330230000

ACCOUNT NO.
132765

DATE
3/8/2022

BUSINESS DESCRIPTION
 BEAUTY SALON

BUSINESS ADDRESS
 4450 W HALL BCH BLVD

DATE	DESCRIPTION	AMOUNT
FY 2022	Penalty Fee / Late Charges	250.00
	- Mar 1-Penalty (Town Code 15-40c)	

ATTENTION!! IMPORTANT NOTICE: Payments recieved by the Town will first be applied to the oldest outstanding balances due, if any, on your accounts payable to the Town and then to current account balances due. All outstanding account balances due to the Town must be paid in full prior to receiving a Business Tax Receipt renewal.

PAY ALL FEES BY SEPT 30th
TO AVOID THE FOLLOWING PENALTIES!! (F.S. 205.053)
 Oct. 1st - 10% Nov. 1st - 15% Dec. 1st - 20% Jan. 1st - 25%
PAST DUE AMOUNT STARTING ON OR AFTER MARCH 1st
an additional penalty of \$250.00 will be imposed (P.P. Code 15-40c)

SUB-TOTAL **\$250.00**

PLEASE PAY **\$250.00**

Town of Pembroke Park

3150 SW 52nd Ave
Pembroke Park, FL, 33023
Phone (954) 966-4600
Fax (954) 966-5310



SALES RECEIPT

Payment for Account 132765A
(Cosmetologist)

Town of Pembroke Park

3150 SW 52nd Ave
Pembroke Park FL, 33023
Phone (954) 966-4600 x211
Fax (954) 966-5310

Sold To **NAKIMA WALKER (2 OF 2)**

4450 W HALL BCH BLVD
PEMBROKE PK, FL 33023
Phone 0000001189

Transaction #	Payment Method	Amount	Sale Date
24706	Money Order	\$1.99	3/3/2022 2:01:56 PM

Date Applied	Application #	Qty	Item	Total
3/3/2022	AP-80662	1.00	Business Tax - Deferred Billing	\$1.00
3/3/2022	AP-80662	0.10	Penalty Fee / Late Charges	\$0.10
3/3/2022	AP-80662	0.05	Penalty Fee / Late Charges	\$0.05
3/3/2022	AP-80662	0.05	Penalty Fee / Late Charges	\$0.05
3/3/2022	AP-80662	0.05	Penalty Fee / Late Charges	\$0.05
3/4/2022	AP-80662	250.00	Penalty Fee / Late Charges	\$0.74
	Total			\$1.99

Town Of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5413
Phone: (954) 966-4600 EXT:214 Fax: (954) 961-4760



ANNUAL BILLING STATEMENT

NAKIMA WALKER
 4450 W HALL BCH BLVD
 PEMBROKE PARK FL 330230000

ACCOUNT NO.
132765A

DATE
3/8/2022

BUSINESS DESCRIPTION
 COSMETOLOGIST

BUSINESS ADDRESS
 4450 W HALL BCH BLVD

DATE	DESCRIPTION	AMOUNT
FY 2022	Penalty Fee / Late Charges	249.26
	- Mar 1-Penalty (Town Code 15-40c)	

ATTENTION!! IMPORTANT NOTICE: Payments recieved by the Town will first be applied to the oldest outstanding balances due, if any, on your accounts payable to the Town and then to current account balances due. All outstanding account balances due to the Town must be paid in full prior to receiving a Business Tax Receipt renewal.

PAY ALL FEES BY SEPT 30th	SUB-TOTAL	\$249.26
TO AVOID THE FOLLOWING PENALTIES!! (F.S. 205.053)		
Oct. 1st - 10% Nov. 1st - 15% Dec. 1st - 20% Jan. 1st - 25%		
<u>PAST DUE AMOUNT STARTING ON OR AFTER MARCH 1st</u>	PLEASE PAY	\$249.26
<u>an additional penalty of \$250.00 will be imposed (P.P. Code 15-40c)</u>		

AGENDA ITEM REPORT



To:

Subject: Waiver Request - Just Ins Broker & Marc Bonhomme

Meeting: 03 23 2022 DRAFT WORKSHOP COMMISSION MEETING - Mar 23 2022

Department: Finance

Staff Contact: Michelle Grooms, BTR/Billing Administrator

BACKGROUND INFORMATION:

See attachment

FINANCIAL IMPACT:

Decrease in revenue for penalty fee.

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Recommend waiving the penalty fee.

ATTACHMENTS:

[Waiver Request - Just Ins Broker - Marc Bonhomme](#)

Michelle Grooms

From: Marc Bonhomme <marc.bonhomme@jibinc.net>
Sent: Thursday, February 24, 2022 11:59 AM
To: Michelle Grooms
Subject: Subject: Penalty fee forgiveness for accounts 081600 and 081601

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

To whom it may concern,

I am writing this letter regarding Just Insurance Brokers Agency on Hallandale Beach, for the account numbers mentioned above, for the penalty fees.

Thank you for taking the time to assist me on this matter, I appreciate the time invested in my case to consider a favorable outcome.

Due to numerous circumstances, including COVID 19, The last two years have been difficult for the business, and it has been a struggle to keep our clients.

Not excusing the late payments, for it is solely my responsibility to ensure payments are done on time.

I have already paid the base fees on both accounts and humbly request that the forgiveness of the penalty fees for accounts #081600 and #081601 be considered.

Thanking you again for your consideration.

Please receive my Regards

Marc Bonhomme

General Lines Agent

Direct # (954) 639-7809

4520 Hallandale Beach Blvd, Suite 4

Hallandale Beach Fl, 33023

Want to tell the world about us? Write a review here – [Google](#)

Town of Pembroke Park

3150 SW 52nd Ave
Pembroke Park, FL, 33023
Phone (954) 966-4600
Fax (954) 966-5310



SALES RECEIPT

Payment for Acct 081600
(Insurance Agency)

Town of Pembroke Park

3150 SW 52nd Ave
Pembroke Park FL, 33023
Phone (954) 966-4600 x211
Fax (954) 966-5310

Sold To **MAB INS CONSULTANT INC (1 OF 2)**

4520 W HALL BCH BLVD, 4
PEMBROKE PK, FL 33023
Phone 0000001837

Transaction #	Payment Method	Amount	Sale Date
24647	Money Order	\$1,005.00	2/24/2022 3:53:14 PM

Date Applied	Application #	Qty	Item	Total
2/24/2022	AP-80820	52.50	Business Tax - Deferred Billing	\$52.50
2/24/2022	AP-80820	10.00	Alarm Registration - Deferred Billing	\$10.00
2/24/2022	AP-80820	52.50	Certificate Of Use - Deferred Billing	\$52.50
2/24/2022	AP-80820	160.00	Annual Fire Department Inspection	\$160.00
2/24/2022	AP-80820	85.00	Annual Fire Department Inspection	\$85.00
2/24/2022	AP-80820	85.00	Annual Fire Department Inspection	\$85.00
2/24/2022	AP-80820	52.50	Business Tax - Deferred Billing	\$52.50
2/24/2022	AP-80820	10.00	Alarm Registration - Deferred Billing	\$10.00
2/24/2022	AP-80820	52.50	Certificate Of Use - Deferred Billing	\$52.50
2/24/2022	AP-80820	160.00	Annual Fire Department Inspection	\$160.00
2/24/2022	AP-80820	85.00	Annual Fire Department Inspection	\$85.00
2/24/2022	AP-80820	85.00	Annual Fire Department Inspection	\$85.00
2/24/2022	AP-80820	52.50	Business Tax - Deferred Billing	\$52.50
2/24/2022	AP-80820	52.50	Certificate Of Use - Deferred Billing	\$52.50
2/24/2022	AP-80820	10.00	Alarm Registration - Deferred Billing	\$10.00
	Total			\$1,005.00

Town Of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5413
Phone: (954) 966-4600 EXT:214 Fax: (954) 961-4760



ANNUAL BILLING STATEMENT

JUST INSURANCE BROKERS
MAB INSURANCE CONSULTANT INC
4520 W HALL BCH BLVD, 4
PEMBROKE PARK FL 33023

ACCOUNT NO.
081600

DATE
2/25/2022

BUSINESS DESCRIPTION
INSURANCE AGENCY

BUSINESS ADDRESS
4520 W HALL BCH BLVD, 4

DATE	DESCRIPTION	AMOUNT
FY 2018	Penalty Fee / Late Charges	250.00
	- Penalty Fee-Mar 1(Town Code 15-40c)	
FY 2018	Credit Penalty Fee/Late Charges	-250.00
	-	
FY 2019	Penalty Fee / Late Charges	250.00
	- Mar 1-Penalty Fee(Town Code 15-40c)	
FY 2019	Credit Penalty Fee/Late Charges	-250.00
	-	
FY 2020	Penalty Fee / Late Charges	47.03
	- Penalty-Jan 1	
FY 2020	Penalty Fee / Late Charges	250.00
	- Mar 1-Penalty(Town Code 15-40c)	
FY 2021	Penalty Fee / Late Charges	11.50
	- Del. Penalty - Oct	
FY 2021	Penalty Fee / Late Charges	21.44
	- Misc Penalty - Oct	
FY 2021	Penalty Fee / Late Charges	5.75
	- Del. Penalty-Nov	

ATTENTION!! IMPORTANT NOTICE: Payments recieved by the Town will first be applied to the oldest outstanding balances due, if any, on your accounts payable to the Town and then to current account balances due. All outstanding account balances due to the Town must be paid in full prior to receiving a Business Tax Receipt renewal.

PAY ALL FEES BY SEPT 30th
TO AVOID THE FOLLOWING PENALTIES!! (F.S. 205.053)
Oct. 1st - 10% Nov. 1st - 15% Dec. 1st - 20% Jan. 1st - 25%
PAST DUE AMOUNT STARTING ON OR AFTER MARCH 1st
an additional penalty of \$250.00 will be imposed (P.P. Code 15-40c)

SUB-TOTAL **\$693.32**

PLEASE PAY **\$693.32**

Town Of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5413
Phone: (954) 966-4600 EXT:214 Fax: (954) 961-4760



FY 2021	Penalty Fee / Late Charges	16.40
	- Misc Penalty-Nov	
FY 2021	Penalty Fee / Late Charges	5.75
	- Del Penalty-Dec	
FY 2021	Penalty Fee / Late Charges	16.65
	- Misc Penalty-Dec	
FY 2021	Penalty Fee / Late Charges	5.75
	- Del Penalty-Jan	
FY 2021	Penalty Fee / Late Charges	16.90
	- Misc Penalty-Jan	
FY 2021	Penalty Fee / Late Charges	17.40
	- Misc Penalty-Mar	
FY 2021	Penalty Fee / Late Charges	250.00
	- Mar 1-Penalty Fee(Town Code 15-40c)	
FY 2022	Penalty Fee / Late Charges	11.50
	- For Oct	
FY 2022	Penalty Fee / Late Charges	5.75
	- For Nov	
FY 2022	Penalty Fee / Late Charges	5.75
	- For Dec	
FY 2022	Penalty Fee / Late Charges	5.75
	- For Jan	

ATTENTION!! IMPORTANT NOTICE: Payments recieved by the Town will first be applied to the oldest outstanding balances due, if any, on your accounts payable to the Town and then to current account balances due. All outstanding account balances due to the Town must be paid in full prior to receiving a Business Tax Receipt renewal.

PAY ALL FEES BY SEPT 30th	SUB-TOTAL	\$693.32
TO AVOID THE FOLLOWING PENALTIES!! (F.S. 205.053)		
Oct. 1st - 10% Nov. 1st - 15% Dec. 1st - 20% Jan. 1st - 25%		
<u>PAST DUE AMOUNT STARTING ON OR AFTER MARCH 1st</u>	PLEASE PAY	\$693.32
<u>an additional penalty of \$250.00 will be imposed (P.P. Code 15-40c)</u>		

Town of Pembroke Park

3150 SW 52nd Ave
Pembroke Park, FL, 33023
Phone (954) 966-4600
Fax (954) 966-5310



SALES RECEIPT

Payment for Acct 081601
(Insurance Agent)

Town of Pembroke Park

3150 SW 52nd Ave
Pembroke Park FL, 33023
Phone (954) 966-4600 x211
Fax (954) 966-5310

Sold To **MAB INS CONSULTANT INC (2 OF 2)**

4520 W HALL BCH BLVD, 4
PEMBROKE PK, FL 33023
Phone 0000001837

Transaction #	Payment Method	Amount	Sale Date
24648	Money Order	\$89.50	2/24/2022 3:56:14 PM

Date Applied	Application #	Qty	Item	Total
2/24/2022	AP-80848	31.50	Business Tax - Deferred Billing	\$31.50
2/24/2022	AP-80848	31.50	Business Tax - Deferred Billing	\$31.50
2/24/2022	AP-80848	31.50	Business Tax - Deferred Billing	\$26.50
	Total			\$89.50

Town Of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5413
Phone: (954) 966-4600 EXT:214 Fax: (954) 961-4760



ANNUAL BILLING STATEMENT

BONHOMME, MARC
 4520 W HALL BCH BLVD, 4
 PEMBROKE PK FL 330230000

ACCOUNT NO.
081601

DATE
2/25/2022

BUSINESS DESCRIPTION
 INSURANCE AGENT

BUSINESS ADDRESS
 4520 W HALL BCH BLVD, 4

DATE	DESCRIPTION	AMOUNT
FY 2020	Penalty Fee / Late Charges	7.88
	- Penalty-Jan 1	
FY 2020	Penalty Fee / Late Charges	250.00
	- Mar 1-Penalty(Town Code 15-40c)	
FY 2021	Penalty Fee / Late Charges	3.15
	- Del. Penalty - Oct	
FY 2021	Penalty Fee / Late Charges	10.00
	- Misc Penalty - Oct	
FY 2021	Penalty Fee / Late Charges	1.58
	- Del. Penalty-Nov	
FY 2021	Penalty Fee / Late Charges	4.49
	- Misc Penalty-Nov	
FY 2021	Penalty Fee / Late Charges	1.57
	- Del Penalty-Dec	
FY 2021	Penalty Fee / Late Charges	4.56
	- Misc Penalty-Dec	
FY 2021	Penalty Fee / Late Charges	4.56
	- Misc Penalty-Dec	
FY 2021	Credit Penalty Fee/Late Charges	-4.56

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PAY ALL FEES BY SEPT 30th	SUB-TOTAL	\$552.33
TO AVOID THE FOLLOWING PENALTIES!! (F.S. 205.053)		
Oct. 1st - 10% Nov. 1st - 15% Dec. 1st - 20% Jan. 1st - 25%		
PAST DUE AMOUNT STARTING ON OR AFTER MARCH 1st	PLEASE PAY	\$552.33
<u>an additional penalty of \$250.00 will be imposed (P.P. Code 15-40c)</u>		

Town Of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5413
Phone: (954) 966-4600 EXT:214 Fax: (954) 961-4760



	-	
FY 2021	Penalty Fee / Late Charges	1.58
	- Del Penalty-Jan	
FY 2021	Penalty Fee / Late Charges	4.63
	- Misc Penalty-Jan	
FY 2021	Penalty Fee / Late Charges	250.00
	- Mar 1-Penalty(Town Code 15-40c)	
FY 2022	Business Tax	5.00
FY 2022	Penalty Fee / Late Charges	3.15
	- For Oct	
FY 2022	Penalty Fee / Late Charges	1.58
	- For Nov	
FY 2022	Penalty Fee / Late Charges	1.58
	- For Dec	
FY 2022	Penalty Fee / Late Charges	1.58
	- For Jan	

ATTENTION!! IMPORTANT NOTICE: Payments recieved by the Town will first be applied to the oldest outstanding balances due, if any, on your accounts payable to the Town and then to current account balances due. All outstanding account balances due to the Town must be paid in full prior to receiving a Business Tax Receipt renewal.

PAY ALL FEES BY SEPT 30th	SUB-TOTAL	\$552.33
TO AVOID THE FOLLOWING PENALTIES!! (F.S. 205.053)		
Oct. 1st - 10% Nov. 1st - 15% Dec. 1st - 20% Jan. 1st - 25%		
<u>PAST DUE AMOUNT STARTING ON OR AFTER MARCH 1st</u>	PLEASE PAY	\$552.33
<u>an additional penalty of \$250.00 will be imposed (P.P. Code 15-40c)</u>		

AGENDA ITEM REPORT



To:

Subject: Refund Request - Wal-Mart

Meeting: 03 23 2022 DRAFT WORKSHOP COMMISSION MEETING - Mar 23 2022

Department: Finance

Staff Contact: Michelle Grooms, BTR/Billing Administrator

BACKGROUND INFORMATION:

See attachment

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Recommend refund request to business account holder because their fees were renewed in error (no longer operating in the Town).

ATTACHMENTS:

[Refund Request - Wal-Mart](#)

Michelle Grooms

From: Mitchell Anderson <Mitchell.Anderson@walmart.com>
Sent: Tuesday, January 4, 2022 9:33 AM
To: Michelle Grooms
Subject: RE: Walmart Late Payment Invoice Acct 132776

Also, is it possible for us to receive a refund for the payment that I did make?

From: Mitchell Anderson
Sent: Monday, January 3, 2022 4:49 PM
To: Michelle Grooms <mgrooms@tppfl.gov>
Subject: RE: Walmart Late Payment Invoice Acct 132776
Importance: High

I was able to confirm with the store that, as of last year, we are no longer using this location as a warehouse. Please close this account.

From: Michelle Grooms <mgrooms@tppfl.gov>
Sent: Monday, January 3, 2022 11:12 AM
To: Mitchell Anderson <Mitchell.Anderson@walmart.com>
Subject: EXT: RE: Walmart Late Payment Invoice Acct 132776
Importance: High

EXTERNAL: Report suspicious emails to **Email Abuse**.

Thank you for providing an updated mailing address.
Also see attached the original billing statement, it shows the projected balance with penalties at the bottom.
I can not print the current billing after the payment is made.

Have a great day,



Michelle Grooms
Billing Administrator, Town of Pembroke Park
954.966.4600 ext. 214 | mgrooms@tppfl.gov
954.961.4760 Fax
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023

Town of Pembroke Park

3150 SW 52nd Ave
Pembroke Park, FL, 33023
Phone (954) 966-4600
Fax (954) 966-5310

**SALES RECEIPT****Town of Pembroke Park**

3150 SW 52nd Ave
Pembroke Park FL, 33023
Phone (954) 966-4600 x211
Fax (954) 966-5310

Sold To WM Dept

702 SW 8th St, Mail Stop 0500
Bentonville, AR 72712479
Phone 4793603352

Transaction #	Payment Method	Amount	Sale Date
24366	Manual Credit Card Entry	\$271.92	1/3/2022 10:34:27 AM

Date Applied	Application #	Qty	Item	Total
1/3/2022	AP-80909	105.00	Business Tax - Deferred Billing	\$105.00
1/3/2022	AP-80909	105.00	Certificate Of Use - Deferred Billing	\$105.00
1/3/2022	AP-80909	10.00	Alarm Registration - Deferred Billing	\$10.00
1/3/2022	AP-80909	22.00	Penalty Fee / Late Charges	\$22.00
1/3/2022	AP-80909	11.00	Penalty Fee / Late Charges	\$11.00
1/3/2022	AP-80909	11.00	Penalty Fee / Late Charges	\$11.00
1/3/2022	AP-80909	7.92	Technology Convenience Fee	\$7.92
	Total			\$271.92

AGENDA ITEM REPORT



To:

Subject: Broward County Sheriff's Office CJIS

Meeting: PUBLIC NOTICE - REGULAR COMMISSION MEETING - April 13, 2022

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

There are numerous requirements that are handled by the county for all of law enforcement in Broward County.

FINANCIAL IMPACT:

\$0

RECOMMENDATION:

Staff recommends aligning with BSO regarding CJIS initiatives and join the county-wide group.

ALTERNATIVES:

The alternative is to assume these responsibility's to include vetting vender access to ORCAT on our behalf.

ATTACHMENTS:

[Broward County SO Criminal Justice User Agreement 02242022 - signed](#)

[BSO and Pembroke Park - CJIS Agreement for Execution](#)

[BSO and Pembroke Park -Interagency Information Sharing Agreement for Ven...](#)

CRIMINAL JUSTICE USER AGREEMENT

This Agreement, is entered into between the Florida Department of Law Enforcement (hereinafter referred to as "FDLE"), an agency of the State of Florida with headquarters at 2331 Phillips Road, Tallahassee, Florida and the

Broward County Sheriff's Office,

with headquarters at

2601 West Broward Blvd., Fort Lauderdale, Florida 33312,

with the primary ORI of: FL FL0060000, (hereinafter referred to as the "User").

Whereas, FDLE is authorized by Section 943.0544, Florida Statutes, to operate and regulate the Florida Criminal Justice Network (hereinafter CJNet) as an intra-agency information and data-sharing network for use by the state's criminal justice agencies;

Whereas, FDLE is authorized by Sections 943.05 and 943.051, Florida Statutes, to establish and operate the Florida Crime Information Center (hereinafter FCIC) for the exchange of information relating to crimes, criminals and criminal or suspected criminal activity;

Whereas, FDLE participates in the National Crime Information Center (hereinafter NCIC), a service of the United States Department of Justice, the Interstate Identification Index (hereinafter III), the Federal Bureau of Investigation's (hereinafter FBI) Law Enforcement Enterprise Portal (hereinafter LEEP), the FBI's National Data Exchange (hereinafter N-DEx), FBI's Next Generation Identification (hereinafter NGI), the FBI's National Incident Based Reporting System (hereinafter NIBRS), the FBI's National Instant Criminal Background Check System (hereinafter NICS), and the International Justice and Public Safety Network (hereinafter Nlets), and serves as Florida's Criminal Justice Information Services (CJIS) Systems Agency (CSA) for the transmission of Criminal Justice Information (CJI) to and from agencies in Florida and agencies in the United States, U.S. Territories, Canada, and Interpol;

Whereas, FCIC, LEEP, NCIC, III, N-DEx, NGI, NICS, NIBRS and Nlets are together (or collectively) considered CJI Systems;

Whereas, the FDLE Criminal Justice Information Services Director is recognized as the FBI CJIS Systems Officer (CSO) for the State of Florida, responsible for administering and ensuring statewide compliance with the FBI CJIS Security Policy (CSP);

Whereas, the Florida CSO and FBI has recognized the User as a Criminal Justice Agency by the issuance of a Criminal Justice ORI;

Whereas, the User is authorized access to CJI as a Criminal Justice Agency;

Whereas, the User may require access to intrastate, interstate and national CJI systems provided by FDLE in order to effectively discharge the administration of criminal justice;

Whereas, FDLE facilitates local law enforcement and other criminal justice agencies' requests to participate in the CJI services provided on CJNet, provided the User agrees to abide by applicable federal and state laws; administrative code, and all policies, procedures and regulations related to these systems; and further provided FDLE retains full control over the management and operation of CJNet and FCIC;

Therefore, in consideration of the mutual benefits to be derived from this Agreement, the FDLE and the User do hereby agree as follows:

This User Agreement, together with applicable portions of the CJIS Agency User Agreement Requirements Document (Requirements Document) attached to and made a part of this Agreement by reference, is designed for criminal justice agencies within Florida that have either direct or indirect access to Criminal Justice Information and Systems. Unless the context requires differentiation for clarity, the two documents combined will be referred to as "the (or this) Agreement." If the User does not perform a specific function, the provisions regarding that function will not apply to the User.

The following "Legal and Policy Requirements" are incorporated by reference and made part of this Agreement, and may be provided upon request:

1. Sections 943.045-943.056, Florida Statutes
2. Chapter 11C-4, Florida Administrative Code
3. 28 C.F.R. Part 20
4. FBI CJIS Security Policy
5. FCIC Operations Manual
6. NCIC Operations Manual
7. FDLE CJIS Memoranda
8. FDLE Guidelines for CJIS Access

SECTION I FDLE REQUIREMENTS

FDLE is duly authorized and agrees to ensure authorized access to the criminal justice information services provided via CJI Systems and to:

1. Serve as the CSA for the State of Florida and provide the User with authorized access to CJI as is available in the CJI Systems, and to serve as the means of exchanging CJI between the User and other criminal justice agencies via CJI Systems.

2. Provide the opportunity for CJIS certification/re-certification and CJIS Security Awareness training.
3. Provide the User with information concerning privacy and security requirements imposed by state and federal policies, laws, rules and regulations. All referenced policies, operating procedures, operating instructions, operating manuals and technical memoranda may be found on the CJNet CJIS Resource Center web page.
4. Act as the central state repository for Criminal History Record Information (CHRI) provided identification, record keeping, and exchange of CHRI services.
5. Facilitate access, using CJNet, to other CJI Systems that the User may be authorized to access.

SECTION II USER REQUIREMENTS

To ensure continued access as set forth above, the User agrees to comply with the disposition reporting provisions of Section 943.052, F.S., the CJI dissemination recordkeeping requirements in Section 943.055(1), F.S., and to implement and adhere to all applicable provisions of the CJIS Security Policy including, but not limited to, the following:

1. Record Quality – The User shall be responsible to establish appropriate and reasonable quality assurance procedures, e.g., hit confirmation, audits for record timeliness, and validation, must be in place to ensure that only complete, accurate, and valid information is maintained in CJI Systems.
2. Security – The User shall be responsible for appropriate security measures as applicable to physical security of areas identified as physically secure locations, network communication lines; personnel security to include background screening requirements; technical security to protect against unauthorized use; information security to include III use, dissemination, and logging; and security of CHRI. Additionally, the User must establish an information security structure that establishes a Local Agency Security Officer (LASO) and complies with the CSP. The User shall also be responsible for computer security incident reporting as required by the CSP.

3. Audit – The User shall be responsible for complying with all audit requirements for use of FDLE and FBI CJI Systems to include but not be limited to FCIC/NCIC Record Audits, CSP Technical Audits, and N-DExAudits.
4. Training – The User shall be responsible for adhering to FDLE mandated training certifications, including compliance with FCIC operator certification/re-certification mandates.
5. Integrity of CJI – The User shall be responsible for maintaining the integrity of Criminal Justice Information and Systems to ensure only authorized physical access; authorized logical access; only authorized transaction submission; and proper handling and dissemination of CJI.

SECTION III ADDITIONAL SERVICES & REQUIREMENTS

1. FDLE provides additional CJI services to authorized Users on a requested basis. Participation in these services is voluntary, apart from access to other CJI Systems. By initialing next to the listing of the appropriate service below, the User acknowledges intent to access and use these services, and to adhere to the provisions for the service(s) detailed in the FDLE CJIS User Agreement Requirements Document found here, [Requirements Document](#).

	Yes	No	User Initial	CSO Initial
N-DEx (via FDLE CJIS)	☒	☐	<u>gt</u> gt	<u>RS</u> RS
Red Light Camera Program	☐	☒	<u>gt</u> gt	<u>RS</u> RS
License Plate Reader Program	☒	☐	<u>gt</u> gt	<u>RS</u> RS
Critical Infrastructure Program	☐	☒	<u>gt</u> gt	<u>RS</u> RS
Registered Livescan Submitter	☒	☐	<u>gt</u> gt	<u>RS</u> RS
FCIC VPF TVPP/BTAM	☐	☒	<u>gt</u> gt	<u>RS</u> RS
Florida Arrest Affidavit Application	☒	☐	<u>gt</u> gt	<u>RS</u> RS
Statewide Record Mgmt. System	☐	☒	<u>gt</u> gt	<u>RS</u> RS
 Cloud Computing Lead Agency Agreement with FDLE				
Microsoft Azure	☒	☐	<u>gt</u> gt	<u>RS</u> RS
Microsoft Office 365	☐	☒	<u>gt</u> gt	<u>RS</u> RS
Microsoft Dynamics	☐	☒	<u>gt</u> gt	<u>RS</u> RS
Amazon Web Services GovCloud	☒	☐	<u>gt</u> gt	<u>RS</u> RS

- 2 As lead agency for Microsoft and AWS cloud computing services, FDLE agrees to maintain a list of vendor employees who have been successfully vetted, completed the appropriate level of security awareness training, and signed the security addendum certification page thereby fulfilling the background check obligations for unescorted logical or physical access to unencrypted CJI.

Users participating in cloud services shall execute appropriate agreements with third party vendors or directly with cloud providers which shall specify responsibility for meeting security requirements. Ultimately, the responsibility for compliance remains with the User.

- 3 The CSP requires criminal justice agency oversight of contracts between the criminal justice agency and a noncriminal justice governmental entity or private vendor contracted to perform services for the administration of criminal justice as authorized in Title 28 CFR Part 20 Section 20.33. A criminal justice agency performing this oversight function is required to complete certain duties. By initialing and dating adjacent to the name of the entity performing these services for a noncriminal justice agency or private vendor, as applicable, the User acknowledges its role in performing oversight for the entity, and adherence to the provisions detailed in the Requirements Document.

Entity Name Office of Regional Communications and Technology

Noncriminal justice ORI _____ N/A N/A Initial gt

- 4 The User is required to appoint CJIS Agency Coordinator (CAC) to act as the central point of contact regarding all communications between FDLE CJIS and the User. The CAC shall have User authority to ensure that all agency identified personnel, including those with decision making authority, are made aware and able to participate in all FDLE CJIS discussions that may lead to User business and policy changes. The CAC shall have the authority to appoint other User personnel to serve in other designated CJIS positions and sign the agency contact form.

CJIS Agency Coordinator (CAC)

Name Isis Crespo Email isis_crespo@sheriff.org
Phone 954-321-4626 Cell Phone 786-295-6642

SECTION IV
MISCELLANEOUS REQUIREMENTS

1. Legal and Policy Requirements - FDLE has received funding from the United States Department of Justice and is subject to and must demand intrastate users of its criminal history record services be bound by and adhere to the Legal and Policy Requirements which this agreement incorporates.
2. Penalties and Liabilities - Any non-compliance with the terms of this Agreement concerning the use and dissemination of criminal history information may subject the User's officers or employees to a fine not to exceed \$11,000 as provided for in the Code of Federal Regulations, Title 28, Section 20.25, and/or discontinuance of service. Moreover, certain offenses against system security and the information contained therein are crimes under Florida Statutes and can result in criminal prosecution.
3. Termination - Either party may terminate this Agreement, with or without cause, upon providing advanced written notice of 45 days. Termination for cause includes, but is not limited to, any change in the law that affects either party's ability to substantially perform as provided in this Agreement. Should the aforementioned circumstances arise, either party may terminate or ask to modify the Agreement accordingly.
4. Termination of Services - FDLE reserves the right to terminate service, without notice, upon presentation of reasonable and credible evidence that the User is violating this Agreement or any pertinent federal or state law, policy, regulation or rule.

NOTICE MANDATED BY SECTION 943.0525, F.S:

Failure to comply with laws, rules, and the user agreement shall constitute grounds for immediate termination of services.

5. Modifications - Modifications to the provisions in this Agreement shall be valid only through execution of a formal written amendment.
6. Accountability - To the extent provided by the laws of Florida, and without waiving any defenses or immunities to which the User may be entitled, the User agrees to be responsible for the acts or omissions of its personnel arising out of or involving any information contained in, received from, or entered into or through CJI Systems.

7. Acknowledgement of Duties and Responsibilities - The User hereby acknowledges the duties and responsibilities as set out in this Agreement. The User acknowledges that these duties and responsibilities have been developed and approved by FDLE to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of CJI Systems. The User further acknowledges that failure to comply with these duties and responsibilities may subject its access to various sanctions as approved by the FBI Criminal Justice Information Services Advisory Policy Board. These sanctions may include termination of NCIC services to the User. The User may appeal these sanctions through the CSA.
8. Term of Agreement - Unless terminated sooner under Section IV. 3. or 4. above, this Agreement will remain in force until it is determined by FDLE that a new agreement is required. The User should initiate the execution of a new agreement when a change of agency chief executive or official occurs.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

NAME OF THE USER AGENCY Broward Sheriff's Office

USER CRIMINAL JUSTICE CHIEF EXECUTIVE or OFFICIAL

BY Gregory tony **TITLE** Sheriff

gregory tony
gregory tony (Mar 21, 2022 15:36 EDT)

(SIGNATURE)

DATE Mar 21, 2022

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

BY Robin Sparkman **TITLE** FBI CJIS Systems Officer
(CSO) for the State of Florida

Robin Sparkman

(SIGNATURE)

DATE Mar 22, 2022

ID&T Review SM
SM

Signature: Isis Crespo
Isis Crespo (Mar 8, 2022 16:22 EST)

Email: isis_crespo@sheriff.org

Signature: Susie Murphy
Susie Murphy (Mar 22, 2022 08:13 EDT)

Email: susiemurphy@fdle.state.fl.us

Broward County SO Criminal Justice User Agreement 02242022

Final Audit Report

2022-03-22

Created:	2022-02-24
By:	Susie Murphy (susiemurphy@fdle.state.fl.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAACOV_SNnWRKX9xmn9l3a0L1u4ilBstH9v

"Broward County SO Criminal Justice User Agreement 02242022" History

-  Document created by Susie Murphy (susiemurphy@fdle.state.fl.us)
2022-02-24 - 7:32:07 PM GMT - IP address: 68.205.181.14
-  Document emailed to Isis Crespo (isis_crespo@sheriff.org) for signature
2022-02-24 - 7:32:10 PM GMT
-  Email viewed by Isis Crespo (isis_crespo@sheriff.org)
2022-02-24 - 7:51:46 PM GMT - IP address: 70.151.137.130
-  Email viewed by Isis Crespo (isis_crespo@sheriff.org)
2022-03-03 - 9:15:23 PM GMT - IP address: 104.47.64.254
-  Document e-signed by Isis Crespo (isis_crespo@sheriff.org)
Signature Date: 2022-03-03 - 9:22:05 PM GMT - Time Source: server- IP address: 72.158.234.34
-  Document emailed to gregory tony (gregory_tony@sheriff.org) for signature
2022-03-03 - 9:22:07 PM GMT
-  Email viewed by gregory tony (gregory_tony@sheriff.org)
2022-03-04 - 3:54:22 AM GMT - IP address: 172.225.247.11
-  Email viewed by gregory tony (gregory_tony@sheriff.org)
2022-03-21 - 2:25:22 PM GMT - IP address: 172.225.247.11
-  Document e-signed by gregory tony (gregory_tony@sheriff.org)
Signature Date: 2022-03-21 - 7:36:18 PM GMT - Time Source: server- IP address: 73.56.16.156
-  Document emailed to Susie Murphy (susiemurphy@fdle.state.fl.us) for signature
2022-03-21 - 7:36:21 PM GMT



 Email viewed by Susie Murphy (susiemurphy@fdle.state.fl.us)

2022-03-22 - 12:10:51 PM GMT- IP address: 68.205.181.14

 Document e-signed by Susie Murphy (susiemurphy@fdle.state.fl.us)

Signature Date: 2022-03-22 - 12:13:35 PM GMT - Time Source: server- IP address: 68.205.181.14

 Document emailed to cjiscso@fdle.state.fl.us for signature

2022-03-22 - 12:13:36 PM GMT

 Email viewed by cjiscso@fdle.state.fl.us

2022-03-22 - 12:33:36 PM GMT- IP address: 164.51.230.17

 Document signing delegated to Robin Sparkman (RobinSparkman@fdle.state.fl.us) by cjiscso@fdle.state.fl.us

2022-03-22 - 12:33:45 PM GMT- IP address: 164.51.230.17

 Document emailed to Robin Sparkman (RobinSparkman@fdle.state.fl.us) for signature

2022-03-22 - 12:33:45 PM GMT

 Email viewed by Robin Sparkman (RobinSparkman@fdle.state.fl.us)

2022-03-22 - 12:58:02 PM GMT- IP address: 164.51.230.18

 Document e-signed by Robin Sparkman (RobinSparkman@fdle.state.fl.us)

Signature Date: 2022-03-22 - 12:58:42 PM GMT - Time Source: server- IP address: 164.51.230.18

 Agreement completed.

2022-03-22 - 12:58:42 PM GMT



Adobe Sign

Page 11 of 20

CRIMINAL JUSTICE INFORMATION SHARING AGREEMENT

WHEREAS, the Broward Sheriff's Office (hereafter referred to as BSO), a criminal justice agency recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); and the **Pembroke Park Police Department** (hereafter referred to as PPPD), a criminal justice agency recognized by the FBI and the FDLE, in Broward County, Florida and

WHEREAS, the BSO maintains an electronic records management system (RMS) for the creation and storage of offense reports, hereafter referred to as Criminal Justice Information (CJI); and

WHEREAS, the PPPD operates a law enforcement agency within its organization duly qualified to receive, transmit, store and review CJI under Florida law (PPPD Police)

WHEREAS PPPD Police desire to routinely receive BSO CJI for the administration of criminal justice;

NOW THEREFORE, The parties agree as follows,

1. The BSO will email the PPPD Police reports via CJNET, when requested.
2. The BSO will provide the PPPD Police with the records for authorized criminal justice purposes only at no cost to the PPPD.
3. Both BSO and the PPPD and PPPD Police agree to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of said electronic systems.
4. Both BSO and the PPPD and PPPD Police agree to abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and the BSO, March 21, 2022, a copy of which is attached hereto, and the FBI CJIS Security Policy, as amended or updated from time to time by the FBI.
5. Both BSO and the PPPD and PPPD Police will disseminate CJI related information and records obtained from each other only for authorized criminal justice purposes.
6. Both BSO and the PPPD and PPPD Police will maintain CJI obtained from each other in a secure place, with controlled access, and will destroy records containing such information in compliance with all applicable federal and state laws.
7. All CJIS data transmitted over any public network segment must be encrypted as required by the FBI CJIS Security Policy, as amended or updated from time to time by the FBI.
8. Notwithstanding the forgoing, each party shall be responsible for the negligent acts or omissions of their respective employees related to the subject matter herein in accordance with

Ch. 768.28, Fla. Stat. and nothing herein shall be deemed a waiver of those protections or immunities provided within Ch. 768.28, Fla. Stat. or under Federal or Florida State laws

9. Both BSO and the PPPD and PPPD Police will ensure that all of their respective computer devices and computer systems that transmit, receive and/or store CJI employ virus protection software and such software shall be maintained in accordance with the software vendor's published updates; and will promptly and fully patch Windows and other software present on all such devices, after any necessary testing, upon such patches becoming available.

10. CJI may only be accessed via computers or interface devices owned or operated by the respective parties and/or their contracted entity. Personally owned devices shall not be authorized to access, process, store, or transmit CJI. Vendors under contract with either party may be allowed access provided all requirements of the FBI CJIS Security Addendum are complied with, in addition to the personnel screening requirements as required by the FBI CJIS Security Policy as amended or updated from time to time by the FBI.

11. All policies, procedures and operating instructions contained in the FBI CJIS Security Policy, as amended or updated from time to time by the FBI, are hereby incorporated into and made a part of this agreement, except to the extent that they are inconsistent herewith or legally superseded by higher authority.

12. Both BSO and the PPPD and PPPD Police will have a written policy for discipline of personnel who access CJI improperly or for unauthorized access, improper disclose information to unauthorized individuals or use of CJI systems in an unauthorized manner, or violation of CJIS rules, regulations or operating procedures and will provide a copy of that policy to each other for each other's records.

13. Both BSO and the PPPD and PPPD Police will provide a point of contact to each other for the purpose of receiving and disseminating, as appropriate, information concerning unauthorized publication or release of CJI for follow-up and disciplinary action as appropriate. Both parties will conduct appropriate follow-up and will notify each other of the outcome of each other's investigations related to violations of this agreement and in accordance with Florida law.

14. Both parties have an obligation to report instances of misuse of CJI and systems containing CJI to the FDLE for follow up of applicable internal investigation and applicable internal discipline in compliance with the FBI CJIS Security Policy as amended or updated from time to time by the FBI.

15. Both BSO and the PPPD and PPPD Police reserves the right to deny access to, or transmission of, CJI or related records to any individual based on valid, articulable concerns for the security and integrity of CJIS and related programs/systems information.

16. This agreement shall remain in effect from the date it is fully executed by the parties for a duration of one (1) year and shall then be renewed each year thereafter, if not otherwise terminated in accordance with the termination rights contained herein.

17. Either party may terminate this agreement upon thirty (30) days written notice, except that the BSO may terminate this agreement immediately and without notice upon finding that the PPPD or BSCB Police has violated the terms of this agreement. This agreement constitutes the entire agreement of the parties and may not be modified as amended without written agreement executed by both parties.

18. This agreement shall supersede any prior agreements by and between the parties concerning the exchange of CJIS by and between the parties.

19. The parties agree that this agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form or digital e-signatures are acceptable and shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted by facsimile, e-mail or digital format shall be deemed to be their original signatures for all purposes

Pembroke Park Police Department

Agency Head Signature

Date

Agency Head Printed Name

Witness

Date

Witness Printed Name

BROWARD COUNTY SHERIFF'S OFFICE

By: _____

Date: _____

Colonel Oscar Llerena, Executive Director

Department of Human Resources/Communications & Technology

Approved as to form and legal sufficiency

subject to execution by the parties:

By: _____

Date: _____

Terrence Lynch
General Counsel/Executive Director, Office of the General Counsel
Exhibit A

Interagency Information Sharing Agreement
for Vendor Personnel Security Screening Requirements

WHEREAS, The ***Broward County Sheriff's Office***, hereafter referred to as Lead Contract Agency (LCA), and ***Pembroke Park Police Department***, hereafter referred to as Contract Agency (CA), are both criminal justice agencies, formally recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, The LCA and the CA are headquartered within the boundaries of the State of Florida;

WHEREAS, both the LCA and CA have entered into Criminal Justice User Agreements (UA) with FDLE and are required to abide by the FBI CJIS [Criminal Justice Information Systems] Security Policy (CSP) for access to state and national Criminal Justice Information (CJI) as defined by the CSP; and

WHEREAS, the FDLE CJIS Director functions as the CJIS Systems Officer (CSO) for the State of Florida, required by the CSP and UA to grant and authorize access to CJI within the State of Florida; and

WHEREAS, both the LCA and CA are currently contracting with ***vendors listed in Exhibit A***, a private vendor, for services supporting the administration of criminal justice and systems containing CJI; and

WHEREAS, the CSP requires criminal justice agencies to execute the Security Addendum with private vendors who are contracted to provide services with access to criminal history record information in support of the administration of criminal justice; and

WHEREAS, the LCA is willing to share Vendor employee background screening information obtained from state and national fingerprint -based records checks with the CA, in a manner consistent with the requirements of the CSP;

NOW THEREFORE, the parties agree as follows,

1. The LCA will fingerprint and submit the requisite identification information, on Vendor employees who require unescorted physical or logical access to CJI. The LCA will use its criminal justice ORI for submitting fingerprints required by the CSP and UA.
2. The LCA will maintain a current and complete list of all Vendor employees who have been authorized access to CJI. Employee information shall include name, date of birth, and, if previously provided, social security number or other unique identification to accurately identify the employee.

3. The LCA shall provide to the CA the list of all Vendor employees who are authorized access to CJI.
4. When any change occurs to the list of authorized Vendor employees, the LCA shall provide to the CA, **by email**, the corrected or revised list of authorized Vendor employees, and specifically identify any additions, deletions or modifications to the list.
5. The LCA will notify the CA in the event that a Vendor employee, whether seeking or already authorized access to CJI, is denied such access by the FDLE CSO.
6. To properly assess any potentially disqualifying information as it becomes available, every **5 years**, the LCA shall perform a **fingerprint based check by resubmitting vendor fingerprints in FALCON**, to include, but not be limited to, hot files, and state/national criminal history record information searches, on all Vendor employees authorized access to CJI.
7. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by a Vendor employee authorized access to CJI, the LCA shall immediately notify the CA via formal correspondence of the employee activity.
8. The LCA shall immediately notify the CA upon learning of the termination or suspension from employment of a Vendor employee authorized access to CJI.
9. The LCA shall ensure Vendor employees complete the appropriate level of security awareness training as identified in the CSP **for every vendor employee with unescorted physical or logical access to unencrypted CJI**.
10. The LCA shall maintain copies of the Vendor employee signed security addendum **in its entirety, including the Certification page**, and make them available upon request to the CA and/or FDLE **for technical audit review**.
11. The CA shall designate a primary and secondary point of contact within its agency to receive information and updates regarding Vendor employees authorized to access CJI.
12. The LCA shall defer to the FDLE CSO regarding any issues with respect to CJI access eligibility as required by the CSP and the U/A.
13. The LCA shall have formal written guidelines defining the processes associated with implementation of this Agreement.
14. The LCA will forward a copy of this agreement to the FDLE CSO.
15. The CA may terminate this agreement upon thirty **(30)** days written notice to the LCA.
16. The LCA shall provide the CA **(180)** days written notice if LCA chooses to end their lead agency status
17. This Agreement is contingent upon LCA being the operator of the Regional Communications System of Broward County.

18. This Agreement constitutes the entire agreement of the parties and may not be modified or amended except by written amendment signed by authorized representatives of both parties.
19. Both parties acknowledge that the CJI authorized to be shared by this Agreement is subject to restrictions on access and dissemination under federal and state law, and that failure to abide by those restrictions can result in loss of access to CJI.
20. Each party shall be responsible for the negligent acts or omissions of their respective employees related to the subject matter herein in accordance with Ch. 768.28, Fla. Stat. and nothing herein shall be deemed a waiver of those protections or immunities provided within Ch. 768.28, Fla. Stat. or under Federal or Florida State laws.
21. The parties agree that this agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form or digital e-signatures are acceptable and shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted by facsimile, e-mail or digital format shall be deemed to be their original signatures for all purposes.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives, effective on the date last signed.

Pembroke Park Police Department

Agency Head Signature Date

Agency Head Printed Name

Witness Date

Witness Printed Name

BROWARD COUNTY SHERIFF'S OFFICE

By: _____
Colonel Oscar Llerena, Executive Director
Department of Human Resources/Communications & Technology

Date _____

Approved as to form and legal sufficiency
subject to execution by the parties:

By: _____
Terrence Lynch
General Counsel/Executive Director
Office of the General Counsel

Date _____

Exhibit A
Vendors and their personnel

Central Square
Keylight Power & Lighting
Mobile Communications
Motorola
Office of Regional Communications & Technology
Replay
Priority Dispatch
West Safety Service

AGENDA ITEM REPORT



To: Town Commission
Subject: 22-SV-01 Sign Variance 3195 West Hallandale Beach Boulevard (Wawa Gasoline Station Wall Sign)
Meeting: 04 13 2022 REGULAR COMMISSION MEETING - Apr 13 2022
Department: Planning and Zoning
Staff Contact: Heidi Siegel, Town Planner

BACKGROUND INFORMATION:

The applicant received approval for a site plan at the December 15, 2021 Town Commission meeting. The site plan includes a Wawa gasoline station.

Section 21-20(c)(1)(A) states the following size limitations: *Maximum height of letters. No wall sign shall have either letters, cabinets or border exceeding eighteen (18) inches in height, provided, however, that the height of such letters/cabinets may be increased in height one (1) inch for each twenty-four (24) feet or major portion thereof setback distance between the front building line and the street property line.*

The proposed development has a setback of 184.5 feet which would allow a maximum letter height of 31.5 feet. The applicant is seeking a variance to allow a front wall sign that has a letter height of 38.5 inches due to the location of the fuel pump canopy. The proposed sign is Wawa's branding.

Even with the increased height, the sign remains in scale with the building. Staff recommends approval of the variance.

RECOMMENDATION:

Approval of the requested sign variance to allow a wall sign to exceed the allowable letter height.

ATTACHMENTS:

[Variance Request - Wawa Signage - Letter of Intent](#)
[5417 Hallandale Bch Blvd. & Seneca Blvd., Hallandale Beach BB REV 12.17.21](#)



Brian S. Adler
Tel 305-350-2351
Fax 305-351-2206
badler@bilzin.com

February 7, 2022

Heidi Siegel, AICP
Town Planner
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023

**Re: Request for Variance from Town Signage Regulations for Wawa at
3195 W. Hallandale Beach Boulevard (the "Property")**

Dear Ms. Siegel:

Please consider this our request on behalf of the applicant, Southeast Investments, Inc., an affiliate of our client, Ferber Construction Management LLC (the "Applicant"), for a variance from the Town of Pembroke Park (the "Town") land development regulations related to signage on the Property.

On December 15, 2021, The Town issued final site development plan approval for a development which included a convenience store/gasoline station. In connection with the development in accordance with the approval, we are pleased to present a proposed signage package for the development of a Wawa on the Property.

Section 21-20 of the Town Code regulates signage. Applicants proposing signage that deviates from the regulations provided under Section 21-20 can request relief pursuant to Section 21-72 of the Town Code, which provides that the Town Commission may grant a variance from any of the sign regulations.

Gasoline service station signage is unique. State and county regulations, as well as the Town Code recognize, for example, that signage for pricing are regulated separately. Similarly, gasoline stations, including the current Wawa, are generally located on corners, and lend themselves to additional signage. Finally, well designed canopies providing shelter from the elements during fueling are often located in the front of the principal structure, which can obscure visibility to the sign, but also which push the structure further back from the street, making smaller lettering difficult to see.

Section 21-20(c)(1)(A) requires that no wall sign have letters exceeding 18 inches in height, plus one inch for every 24 feet of setback distance between the front building line and the street property line. The anticipated setback distance for the Project is 184.5 feet, yielding a maximum letter height of 31 ½ inches for wall signs included in the Project. However, because

the fuel pump canopy is in front of the building, part of the frontage of the building is obstructed by the canopy.

The Applicant proposes signs on the front and side walls which incorporate standardized Wawa branding. The proposed front wall sign has 38.5-inch tall letters, and the two proposed side wall signs are anticipated to be up to 31 inches. Each of these exceeds the maximum letter height permitted under the Town Code.

Letter height notwithstanding, the wall signs are not excessively large as proposed. In fact, the signs are all well within the maximum overall sign area required by the Code. Pursuant to Section 21-20(c)(1)(C), front wall signs may have an area of up to one square foot for each linear foot of building frontage. Based on this regulation, the front wall sign on the Project may be up to 84.5 square feet in size. At approximately 40 square feet, the Applicant's proposed front wall sign is less than half of the permitted size. The two proposed secondary signs are also within the required maximum size for side wall signs, pursuant to Section 21-20(c)(8)(B).

Due to Wawa's 4-letter brand name, taller letters are needed to compensate for the lack of horizontal width in the proposed signs. If the lettering were reduced in height to meet the requirements of the Town Code, the overall size of the sign would be too small to be seen clearly from Hallandale Beach Boulevard. Increasing the width of the letters in the signs is also not an option, as this would cause the signs to depart from Wawa's nation-wide branding standards, and would also make the lettering more difficult to read.

For these reasons, strict enforcement of the maximum letter height regulations in Section 21-20(c)(1)(A) as applied to the design of the Project's wall signs would create an undue hardship for the Applicant. Additionally, the signs as proposed plainly would not endanger the health, safety, and welfare of the Town's residents. In fact, signage in this instance serves to provide those travelling along Hallandale Beach Boulevard with sufficient visual notice of the use at a reasonable distance, rather than just before arriving at the Property.

The proposed signage package has been thoughtfully and tastefully tailored to this particular location and approval through coordination with the architectural design team. The end result is a signage package that compliments the architecture and signal panel, as well as the pump island canopy, resulting in an aesthetically pleasing package with a good ratio of signage to blank wall space consistent with other Wawa locations.

Based on the foregoing, we respectfully request a favorable recommendation to the Town Commission of the attached signage package, including the logos and pump island signage.

Thank you for your review of the foregoing. Should you have any questions, please do not hesitate to contact me at 305-350-2351.

Sincerely,


Brian S. Adler

9186194.2



THOMAS
SIGN & AWNING CO INC
4590 118TH Avenue North
Clearwater, Florida 33762
800-526-3325




Wawa

Wawa #5417 • Hallandale Beach Blvd & Seneca Blvd

3195 W. Hallandale Beach Blvd • Pembroke Park, FL 33023

D. N. 93099 • PID: 94690 • December 17, 2021



Town of: Pembroke
Zone: B-1 Business District

Location:

Wawa #5417

3195 W. Hallandale Beach Blvd
Pembroke Park, FL 33023

Code and information sheet

Wall signage:

Sign code:

Maximum sign area: NTE (1) SF for each LF of building/bay frontage

Sign area calculated as entire area within a single continuous perimeter composed of squares, rectangles or other geometric figures which enclose the extreme limits of all sign elements

Freestanding buildings not part of a shopping center in addition to a “ground sign” may have (1) of the following options:

Option 1: May also be permitted to erect a wall or canopy sign facing the primary frontage ½ the size as permitted by code;

Option 2: If owner chooses not to use a ground sign, permitted to erect a wall or marquee sign facing the primary frontage per code. Also permitted to have 2 side walls, if not facing a residential neighborhood, 1/3 the size as permitted by code.

Max height of letters: No wall sign shall have either letters, cabinets or border exceeding 18” in height, provided, however, that the height of such letters may be increased in height 1” for each 24’ or major portion thereof setback distance between the front building line and the street property line.

Proposed signage:

Proposed **REQUIRES VARIANCE FOR LETTER/LOGO HEIGHT**

38” Channel letters & goose logo Front South Elevation

28” Channel letters & goose logo Left West Elevation

31” Channel letters & goose logo Right East Elevation

Free Standing signage

Sign code:

Freestanding Signs: With a main street lot frontage of 100 LF or more shall be permitted (1) freestanding sign. Such sign shall not exceed 1 SF per 1 LF 0of main street frontage, up to a maximum of 250 SF.

Ground or Groundbox Signs: 121' + ROW, 23' Max height of letters, 48 SF max sign area, 1 logo.

Height: Freestanding signs @ 25', Ground signs @ 6'

1 ground or freestanding sign per frontage

All ground signs shall be placed a minimum of 10' from all property lines.

Setbacks: Freestanding Signs: Cannot project into right-of-way.

Gasoline pricing signs: Must & conspicuously post the prices of all gasoline and/or petroleum products available for sale, in accordance with one (1) of the following standards:

A.Pricing signs shall be architecturally/graphically integrated into each face of a ground box sign, as permitted herein (see Freestanding signs). Pricing signs shall include one (1) price per type of gasoline product dispensed with each displayed in equal size and prominence in **not less than eight (8) inches high nor more than sixteen (16) inches high characters, with tenths proportionately sized;** with type of service and method of payment in characters not to exceed twenty-five (25) percent of the height of the pricing characters; the pricing sign shall be illuminated in the same manner as the ground box sign.

B.Pricing signs shall be architecturally/graphically integrated into each face of permitted primary/secondary wall sign.

Proposed signage:

(2) P50 DF Pylon Sign @ 15’ OAH

Canopy signage

Sign code:

Per wall sign limits

Proposed signage:

(2) Canopy Spanners

(16) Pump Indicators



THOMAS

SIGN & AWNING CO INC

4590 118TH Avenue North
Clearwater, Florida 33762

800-526-3325

Page	Sheet
1	1 OF 10

WAWA #5417
Pembroke Park, FL

Celebrating 52 Years of Quality Manufacturing and Service

52



4590 118TH Avenue North
Clearwater, Florida 33762

800-526-3325

www.thomassign.com

CLIENT

Wawa #5417

Design Number:
93099

Installation Address:
3195 W. Hallandale Beach Blvd
Pembroke Park, FL
33023

Project Identity Number:
94690

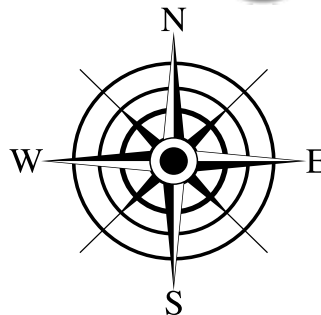
Sales Associate: Project Team:

TSA BB

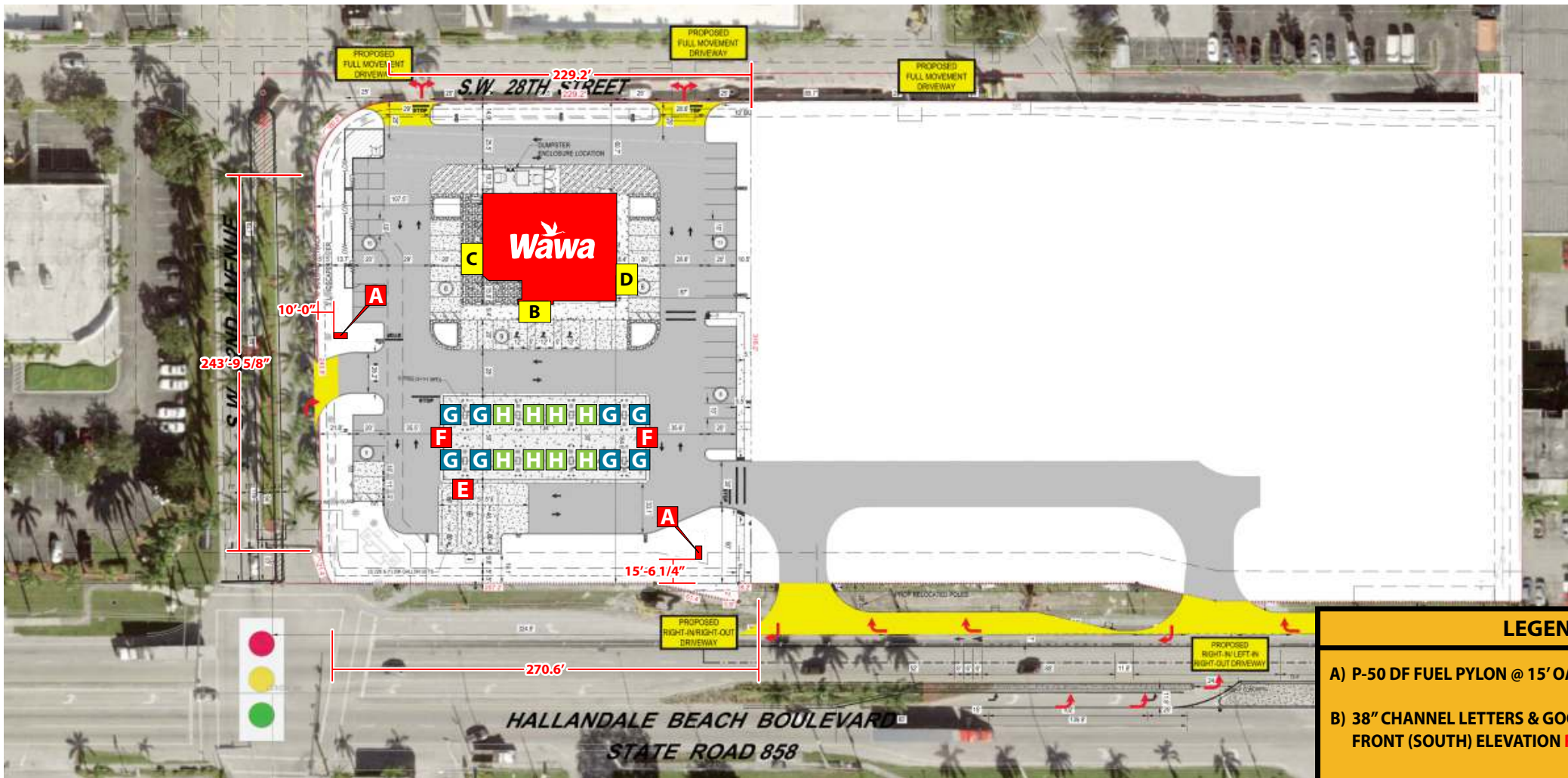
Designer: Date:

MBV 10.27.21

Project Updates:
X



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LEGEND

- A) P-50 DF FUEL PYLON @ 15' OAH (70.74 ⌵) QTY:2
- B) 38" CHANNEL LETTERS & GOOSE LOGO (39.63 ⌵)
FRONT (SOUTH) ELEVATION **REQUIRES VARIANCE**
- C) 28" CHANNEL LETTERS & GOOSE LOGO (22.38 ⌵)
LEFT (WEST) ELEVATION **REQUIRES VARIANCE**
- D) 28" CHANNEL LETTERS & GOOSE LOGO (22.38 ⌵)
RIGHT (EAST) ELEVATION **REQUIRES VARIANCE**
- E) GAS CANOPY SIGN (9.02 ⌵)
- F) CANOPY SPANNERS (6.04 ⌵) QTY:2
- G) PUMP INDICATORS 3+1+1 QTY:8
- H) PUMP IDICATORS 4+1 QTY:8

Site Plan with signage location

SCALE: NTS



3M™ MCS™ Warranty

Approval:

☐ Approved

DATE:

☐ Approved as noted

DATE:

☐ Revise & Re-Submit

DATE:

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Fax: 727-573-0328

WAWA #5417
Pembroke Park, FL

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THOMAS

SIGN & AWNING CO INC

4590 118TH Avenue North
Clearwater, Florida 33762

800-526-3325

www.thomassign.com

CLIENT

Wawa #5417

Design Number:
93099

Installation Address:
3195 W. Hallandale Beach Blvd
Pembroke Park, FL
33023

Project Identity Number:
94690

Sales Associate:	Project Team:
TSA	BB
Designer:	Date:
MBV	10.27.21

Project Updates:
12.17.21 MBV- Updated size



THIS ARTICLE IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



3MTM MCSTM Warranty

Approval:

☐ Approved
DATE:

☐ Approved as noted
DATE:

☐ Revise & Re-Submit
DATE:

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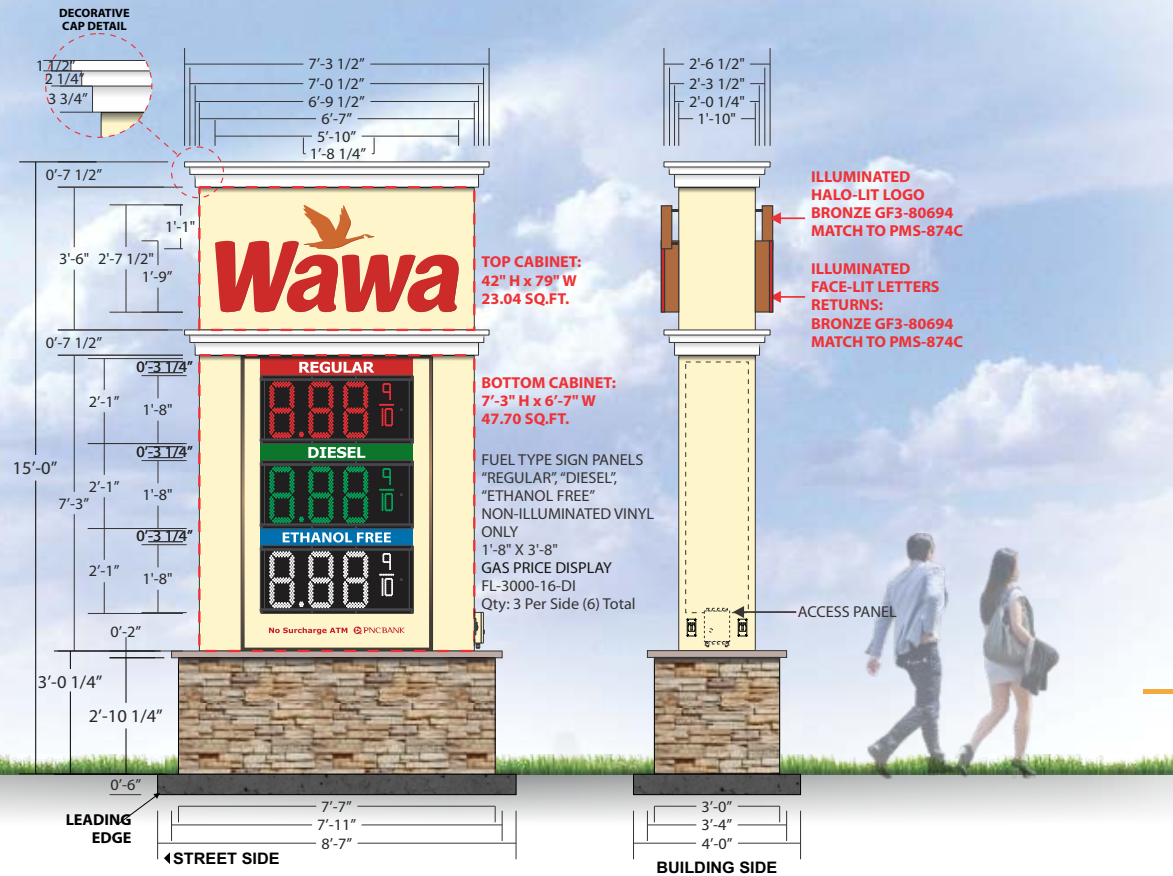
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3

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A 16" / 3 PRODUCT
CUSTOM P-50 D/F ILLUMINATED MONUMENT SIGN QTY:2
Scale: 1/4"=1'-0" | Square Feet: 70.74

Color Reference

- RED JEWELITE
- 3M 7725-13 TOMATO RED
(EMC BORDER & SURCHARGE NOTICE)
- 3M 7725-46 KELLY GREEN
(EMC BORDER)
- 3M 7725-57 OLYMPIC BLUE
(EMC BORDER)
- 3M 7725-10 WHITE
(FUEL GRADES)
- #2783 RED FLAT ACRYLIC FACES
(CHANNEL LETTERS)
- PAIN TO MATCH PMS 876C METALLIC
COPPER WITH GLOSS FINISH (RETURNS)
- PAIN TO MATCH PMS 7401C WITH
SATIN FINISH (PYLON STRUCTURE)
- WHITE PAINT WITH SATIN FINISH
(DECORATIVE CAP AND TRIM)
- LIMESTONE CAP BY OTHERS
- STONE BASE BY OTHERS

WAWA #5417
Pembroke Park, FL

Celebrating 52 Years of Quality Manufacturing and Service

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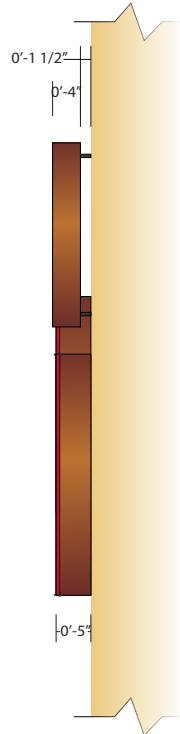
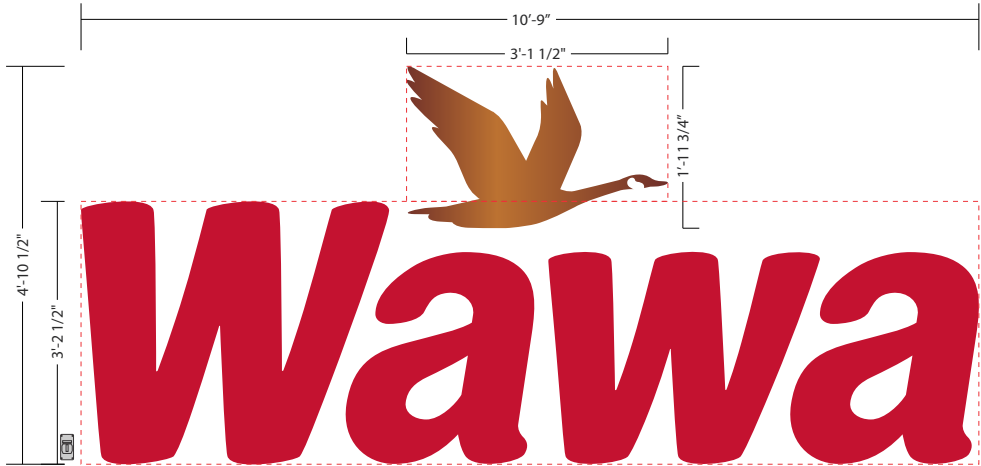
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4590 118TH Avenue North
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Wawa #5417
Design Number:
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Installation Address:
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33023
Project Identity Number:
94690

Sales Associate:	Project Team:
TSA	BB
Designer:	Date:
MBV	10.27.21

Project Updates:
X

Page 8 of 14



- Color Reference
- RED JEWELITE
 - PAINT TO MATCH PMS 876C METALLIC COPPER WITH GLOSS FINISH
 - #2783 RED FLAT ACRYLIC FACES

B 38" LED Channel Letters & Halo Lit Logo - Remote Transformers
3.125' X 1.64' = 5.12 SF
10.75' X 3.21' = 34.51 SF
TOTAL = 39.63 SF

SCALE: 1/2" = 1'-0"

NOTE: REQUIRES VARIANCE FOR TALLER LETTERS / LOGO



Proposed Condition- Front (South) Elevation

Scale: 3/32"=1'-0"



Underwriters Laboratories, Inc.
LISTING E89514
ELECTRIC SIGN
COMPLIES TO UL 48

THIS ARTICLE IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



3M™ MCS™ Warranty

Approval:
☐ Approved
DATE: _____
☐ Approved as noted
DATE: _____
☐ Revise & Re-Submit
DATE: _____

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4	4 of 10
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WAWA #5417
Pembroke Park, FL

Celebrating 52 Years of Quality Manufacturing and Service

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THOMAS

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4590 118TH Avenue North
Clearwater, Florida 33762

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CLIENT

Wawa #5417

Design Number:
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3195 W. Hallandale Beach Blvd
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94690

Sales Associate:	Project Team:
TSA	BB
Designer:	Date:
MBV	10.27.21

Project Updates:
X



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3M™ MCS™ Warranty

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DATE:

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DATE:

☐ Revise & Re-Submit
DATE:

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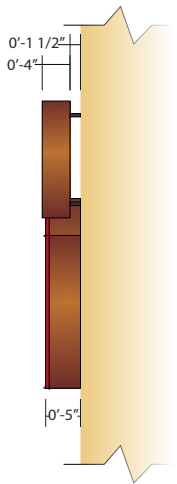
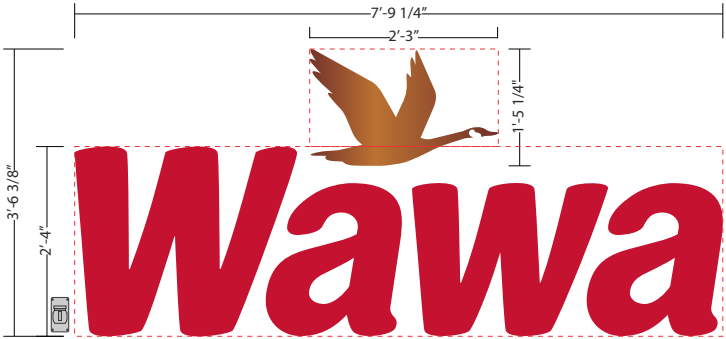
Page Sheet

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Local: 727-573-7757
Fax: 727-573-0328

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Color Reference

- RED JEWELITE
- PAINT TO MATCH PMS 876C METALLIC COPPER WITH GLOSS FINISH
- #2783 RED FLAT ACRYLIC FACES

SCALE: 3/4" = 1'-0"

C 28" LED Channel Letters & Halo Lit Logo - Remote Transformers
2.25'x 1.9' = 4.27 SF
2.33'X 7.77' = 18.11 SF
TOTAL=22.38 SF

NOTE: REQUIRES VARIANCE FOR TALLER LETTERS / LOGO



Proposed Condition- Left (West) Elevation

Scale: 3/32"=1'-0"

WAWA #5417
Pembroke Park, FL

Celebrating 52 Years of Quality Manufacturing and Service

52



THOMAS

SIGN & AWNING CO INC

4590 118TH Avenue North
Clearwater, Florida 33762

800-526-3325

www.thomassign.com

CLIENT

Wawa #5417

Design Number:
93099

Installation Address:
3195 W. Hallandale Beach Blvd
Pembroke Park, FL
33023

Project Identity Number:
94690

Sales Associate:	Project Team:
TSA	BB
Designer:	Date:
MBV	10.27.21

Project Updates:
X



THIS ARTICLE IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



3M™ MCS™ Warranty

Approval:

☐ Approved
DATE:

☐ Approved as noted
DATE:

☐ Revise & Re-Submit
DATE:

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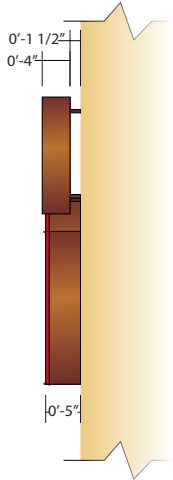
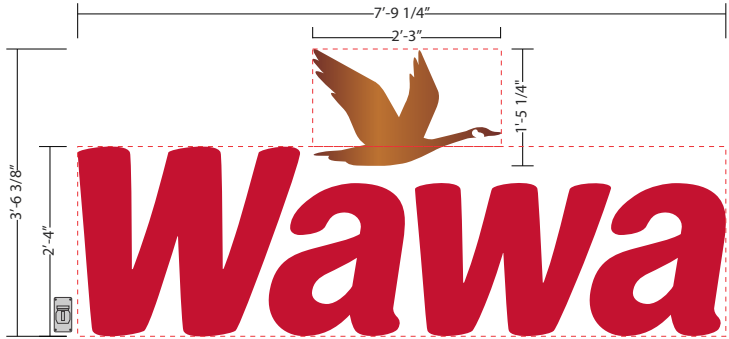
Page Sheet

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Local: 727-573-7757
Fax: 727-573-0328

Page 10 of 14



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2.25' x 1.9' = 4.27 SF
2.33' x 7.77' = 18.11 SF
TOTAL = 22.38 SF

NOTE: REQUIRES VARIANCE FOR TALLER LETTERS / LOGO



Proposed Condition- Right (East) Elevation

Scale: 3/32" = 1'-0"

WAWA #5417
Pembroke Park, FL

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SIGN & AWNING CO INC
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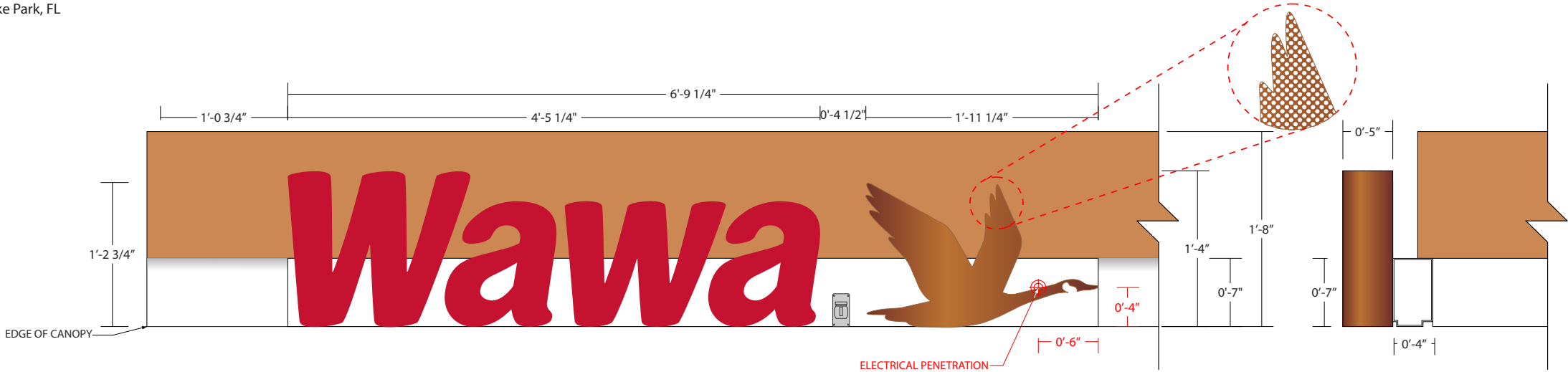
Installation Address:
3195 W. Hallandale Beach Blvd
Pembroke Park, FL
33023

Project Identity Number:
94690

Sales Associate:	Project Team:
TSA	BB
Designer:	Date:
MBV	10.27.21

Project Updates:
X

Page 11 of 14

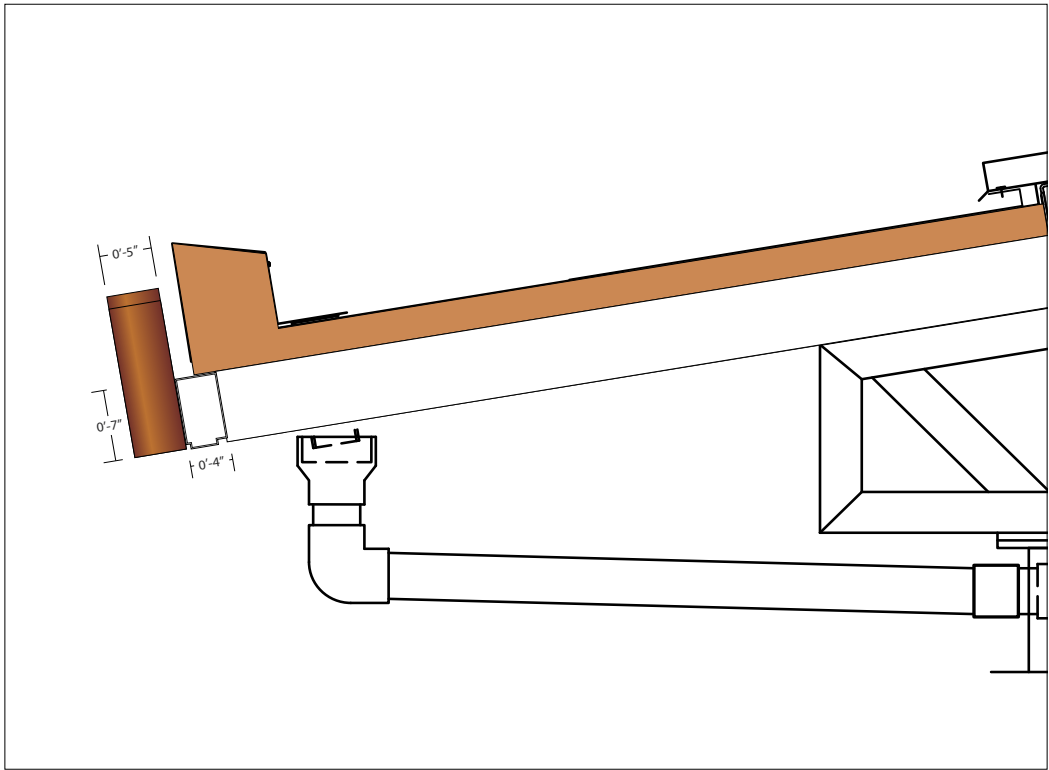


E 5" Deep Front Lit LED Illuminated Letters & Logo (on 4" x 7" Extruded Raceway) - Left Side

SCALE: 1" = 1'-0"
SQ FT: 9.02'

Color Reference

- RED JEWELITE
- .187" #2793 RED FLAT ACRYLIC FACES FOR LETTERS
- 3M 7725-46 KELLY GREEN (EMC BORDER)
- AKZO NOBEL WHITE RACEWAY



Self-Contained Flush Mount Canopy Sign (Side View)

Scale: 3/4" = 1'-0"



Underwriters Laboratories, Inc.
LISTING E89514
ELECTRIC SIGN
COMPLIES TO UL 48

THIS ARTICLE IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



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DATE:

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Page	Sheet
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WAWA #5417
Pembroke Park, FL

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SIGN & AWNING CO INC

4590 118TH Avenue North
Clearwater, Florida 33762

800-526-3325

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CLIENT

Wawa #5417

Design Number:
93099

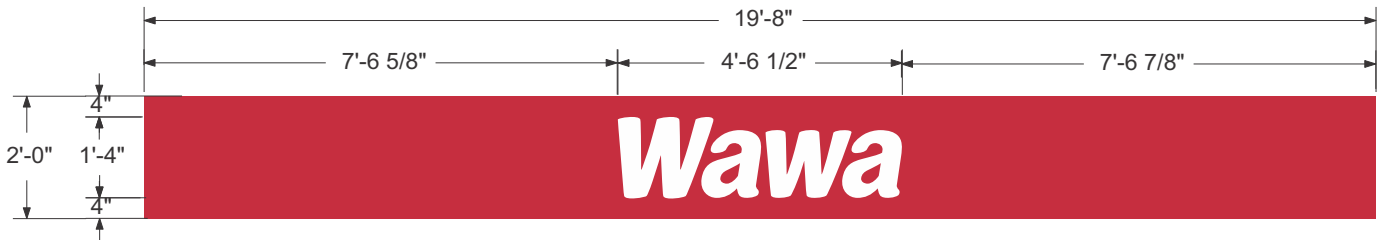
Installation Address:
3195 W. Hallandale Beach Blvd
Pembroke Park, FL
33023

Project Identity Number:
94690

Sales Associate:	Project Team:
TSA	BB
Designer:	Date:
MBV	10.27.21

Project Updates:
X

Page 12 of 14



3"

SIDE VIEW

BRAKE FORMED ALUM.
PANEL BY TSA

3"

2'-0"

FLUSH HEAD FASTENERS

EXISTING STEEL FRAME
BY OTHER THAN TSA

FLUSH HEAD FASTENERS

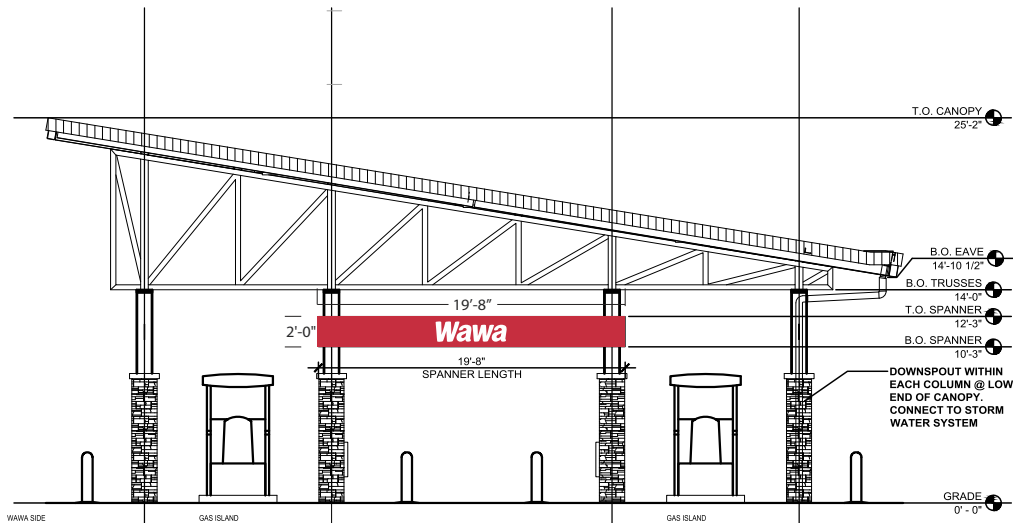
Mounting Detail

F D/F Brake Formed Aluminum Gas Pump Canopy Spanner Panel - **DOUBLE PUMP QTY:2**
COPY AREA = 6.04 SF

SCALE: 3/8" = 1'-0"

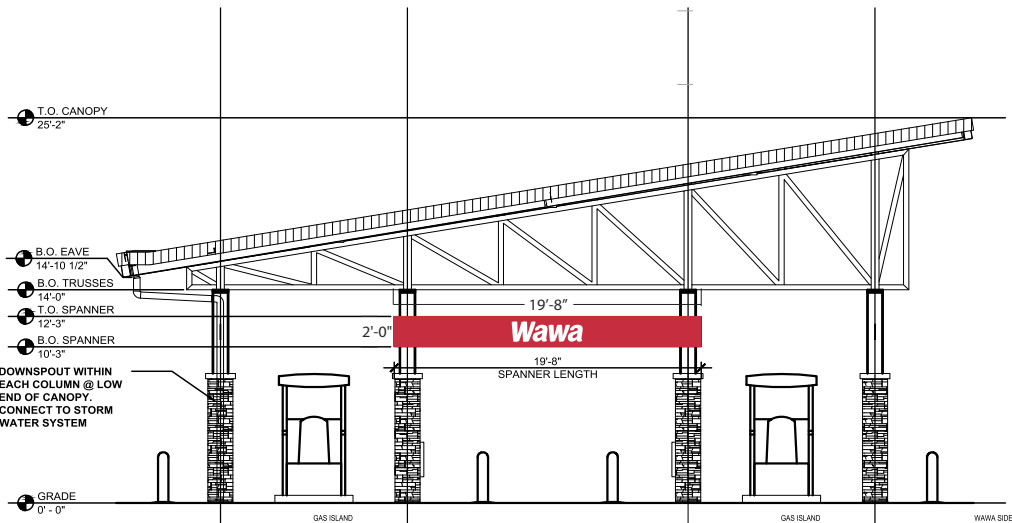
Color Reference

- AKZO NOBEL TO MATCH
PMS 187C GLOSS FINISH
- 3M 7725-10 WHITE



Pump Elevation View- West Elevation

SCALE: 3/32" = 1'-0"



Pump Elevation View- East Elevation

SCALE: 3/32" = 1'-0"



3M™ MCS™ Warranty

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Local: 727-573-7757
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Project Team:

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Designer:

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Date:

10.27.21

Project Updates:

X



3MTM MCSTM Warranty

Approval:

☐ Approved

DATE:

☐ Approved as noted

DATE:

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DATE:

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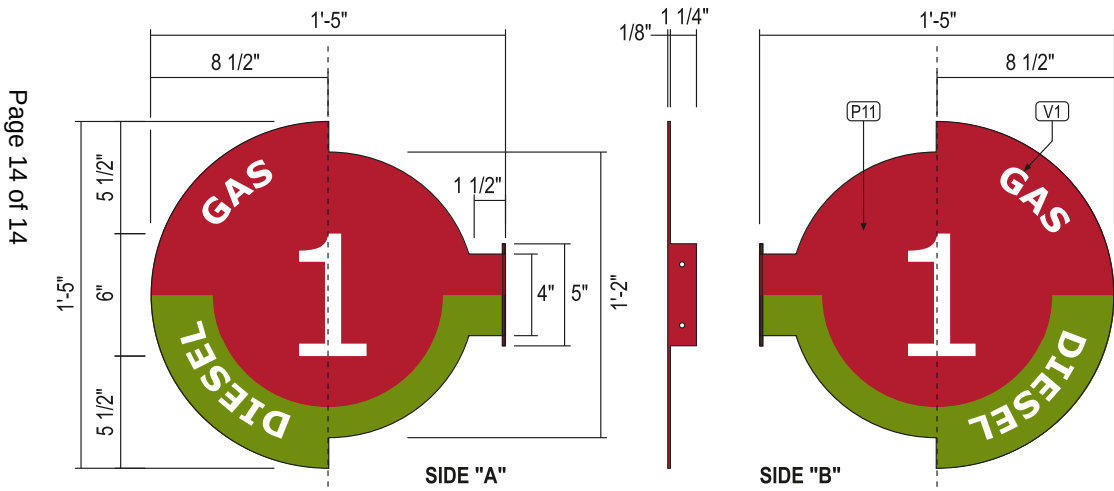
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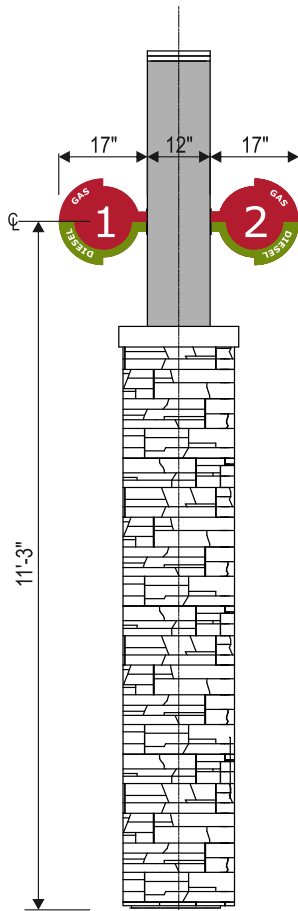
Local: 727-573-7757
Fax: 727-573-0328



H DETAIL @ D/F PUMP INDICATOR SIGN - GAS & DIESEL QTY: 8

QTY: TBD
ALUMINUM FACES PAINTED RED & GREEN.
WHITE VINYL COPY & NUMBERS.
FONT STYLE: VERDANA

SCALE: 1 1/2"=1'-0"

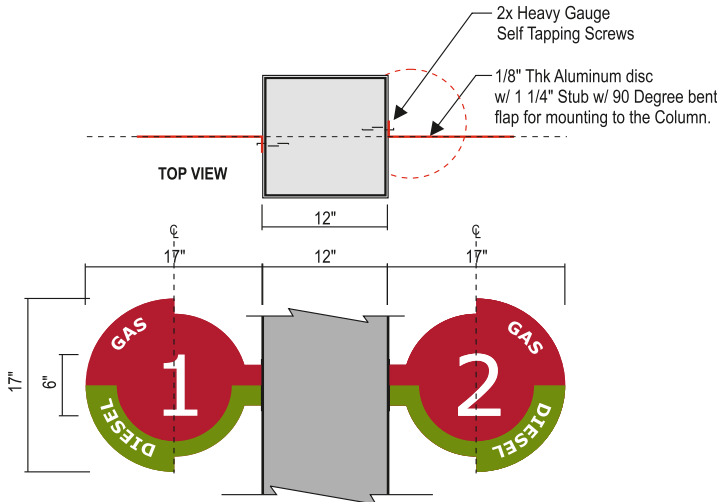


SIDE ELEVATION DETAIL @ CANOPY COLUMN

SCALE: 3/8"=1'-0"

Color Reference

- TO MATCH RED
PMS 187C SATIN FINISH
- TO MATCH GREEN
PMS 377C SATIN FINISH
- 3M 7725-10 WHITE



ATTACHMENT DETAIL @ D/F PUMP INDICATOR SIGN

SCALE: 3/4"=1'-0"



Brian S. Adler
Tel 305-350-2351
Fax 305-351-2206
badler@bilzin.com

March 29, 2022

JC Jimenez
Town Manager
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023

Re: **Request for Variance from Town Signage Regulations for Wawa at
3195 W. Hallandale Beach Boulevard (the "Property")**

Dear Mr. Jimenez:

AMENDED LETTER OF INTENT

Please consider this our request on behalf of the applicant, Southeast Investments, Inc., an affiliate of our client, Ferber Construction Management LLC (the "Applicant"), for variances from the Town of Pembroke Park (the "Town") land development regulations related to signage on the Property.

On December 15, 2021, The Town issued final site development plan approval for a development which included a convenience store/gasoline station. In connection with the development in accordance with the approval, we are pleased to present a proposed signage package for the development of a Wawa on the Property.

Section 21-20 of the Town Code regulates signage. Applicants proposing signage that deviates from the regulations provided under Section 21-20 can request relief pursuant to Section 21-72 of the Town Code, which provides that the Town Commission may grant a variance from any of the sign regulations.

Gasoline service station signage is unique. State and county regulations, as well as the Town Code recognize, for example, that signage for pricing are regulated separately. Similarly, gasoline stations, including the current Wawa, are generally located on corners, and lend themselves to additional signage. Finally, well designed canopies providing shelter from the elements during fueling are often located in the front of the principal structure, which can obscure visibility to the sign, but also which push the structure further back from the street, making smaller lettering difficult to see.

Section 21-20(c)(1)(A) requires that no wall sign have letters exceeding 18 inches in height, plus one inch for every 24 feet of setback distance between the front building line and the street property line. The anticipated setback distance for the Project is 184.5 feet, yielding a



maximum letter height of approximately 25 inches for wall signs included in the Project. However, because the fuel pump canopy is in front of the building, part of the frontage of the building is obstructed by the canopy.

The Applicant proposes signs on the front and side walls which incorporate standardized Wawa branding. The proposed front wall sign has 38.5-inch tall letters, and the two proposed side wall signs are anticipated to be up to 31 inches. Each of these exceeds the maximum letter height permitted under the Town Code.

Letter height notwithstanding, the wall signs are not excessively large as proposed. In fact, the signs are all well within the maximum overall sign area required by the Code. Pursuant to Section 21-20(c)(1)(C), front wall signs may have an area of up to one square foot for each linear foot of building frontage. Based on this regulation, the front wall sign on the Project may be up to 84.5 square feet in size. At approximately 40 square feet, the Applicant's proposed front wall sign is less than half of the permitted size. The two proposed secondary signs are also within the required maximum size for side wall signs, pursuant to Section 21-20(c)(8)(B).

Due to Wawa's 4-letter brand name, taller letters are needed to compensate for the lack of horizontal width in the proposed signs. If the lettering were reduced in height to meet the requirements of the Town Code, the overall size of the sign would be too small to be seen clearly from Hallandale Beach Boulevard. Increasing the width of the letters in the signs is also not an option, as this would cause the signs to depart from Wawa's nation-wide branding standards, and would also make the lettering more difficult to read.

For these reasons, strict enforcement of the maximum letter height regulations in Section 21-20(c)(1)(A) as applied to the design of the Project's wall signs would create an undue hardship for the Applicant. Additionally, the signs as proposed plainly would not endanger the health, safety, and welfare of the Town's residents. In fact, signage in this instance serves to provide those travelling along Hallandale Beach Boulevard with sufficient visual notice of the use at a reasonable distance, rather than just before arriving at the Property.

The proposed signage package has been thoughtfully and tastefully tailored to this particular location and approval through coordination with the architectural design team. The end result is a signage package that compliments the architecture and signal panel, as well as the pump island canopy, resulting in an aesthetically pleasing package with a good ratio of signage to blank wall space consistent with other Wawa locations.

Based on the foregoing, we respectfully request a favorable recommendation to the Town Commission of the attached signage package, including the logos and pump island signage.

Thank you for your review of the foregoing. Should you have any questions, please do not hesitate to contact me at 305-350-2351.

Sincerely,

A handwritten signature in blue ink, appearing to read "BSA", written over the printed name "Brian S. Adler".

Brian S. Adler

BSA

AGENDA ITEM REPORT



To:

Subject: Dell Roughbook Laptops

Meeting: 04 13 2022 REGULAR COMMISSION MEETING - Apr 13 2022

Department:

Staff Contact:

BACKGROUND INFORMATION:

Computer Aided Dispatch requires that each officer maintain a personal computer to facilitate communications with Dispatch.

FINANCIAL IMPACT:

\$25,679.50 cost is covered by the FIBRS grant

RECOMMENDATION:

Staff recommends the purchase of these laptop computers to assist the officers in their daily duties.

ATTACHMENTS:

[US_QUOTE_3000117155765.1](#)



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000117155765.1
Total \$25,679.50
Customer # 14164554
Quoted On Apr. 07, 2022
Expires by May. 07, 2022
Contract Name Dell NASPO Computer
Equipment PA - State of FL
Contract Code C000000010853
Customer Agreement # MNWNC-108 / 43211500-
WSCA-15-ACS
Solution ID .
Deal ID 23405770

Sales Rep Rihl Dougherty
Phone (800) 456-3355, 6179188
Email Rihl_Dougherty@Dell.com
Billing To MARK PAKULA
TOWN OF PEMBROKE PARK
3150 SOUTHWEST 52ND AVE
PEMBROKE PARK, FL 33023

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Rihl Dougherty

Shipping Group

Shipping To	Shipping Method
MARK PAKULA TOWN OF PEMBROKE PARK 3150 SW 52ND AVE PEMBROKE PARK, FL 33023-5413 (195) 470-1434	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	\$2,567.95	10	\$25,679.50

Subtotal:	\$25,679.50
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$25,679.50
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$25,679.50

Shipping Group Details

Shipping To

MARK PAKULA
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023-5413
(195) 470-1434

Shipping Method

Standard Delivery

		Quantity	Subtotal	
Dell Latitude 5430 Rugged		\$2,567.95	10	
Estimated delivery if purchased today: May. 27, 2022 Contract # C000000010853 Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS				
Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	210-BCFW	-	10	-
Intel Core Processor i7-1185G7, (QC, 3.0 to 4.3 GHz, 28W, vPro)	379-BERR	-	10	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	10	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	10	-
Intel® Core™ vPro i7-1185G7 with Iris Xe Graphics	338-CCRL	-	10	-
ME Lockout MOD - Manageability	631-ADED	-	10	-
16GB, 2x8GB, 3200 MHz DDR4 Non-ECC	370-AGTH	-	10	-
1TB M.2 PCIe NVMe Class 40 Solid State Drive	400-BMRX	-	10	-
14" Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare, Outdoor Viewable	391-BGGI	-	10	-
English US Non-backlit Sealed Internal keyboard	583-BILG	-	10	-
Intel AX210 WLAN Driver	555-BHCC	-	10	-
Intel AX210 Wireless Card with Bluetooth	555-BHCH	-	10	-
Hot surface warning label	389-ECGC	-	10	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWC	-	10	-
90W 461G Type-C EPEAT Adapter	492-BDEL	-	10	-
No Fingerprint, no Smartcard reader	346-BHQQ	-	10	-
E5 Power Cord 1M US	450-AAEJ	-	10	-
Setup and Features Guide	340-CXCE	-	10	-
Hot surface warning label	389-ECGC	-	10	-
Additional 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWD	-	10	-
ENERGY STAR Qualified	387-BBPC	-	10	-
Custom Configuration	817-BBBB	-	10	-
Dell Applications for Windows 10	658-BFIO	-	10	-
Shuttle Ship, Notebook, 5430 Rugged	340-CXHM	-	10	-
Microphone + IR FHD camera; Touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	319-BBHT	-	10	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	10	-
No Option Included	340-ACQQ	-	10	-
Additional USB-A rear port	590-TFHR	-	10	-

Additional TBT/Type-C port	325-BEJZ	-	10	-
Rigid handle	750-ADPK	-	10	-
ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797	-	10	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	10	-
ProSupport Plus: Accidental Damage Service, 3 Years	808-6817	-	10	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	808-6818	-	10	-
ProSupport Plus: 7X24 Technical Support, 3 Years	808-6847	-	10	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	10	-

Subtotal:	\$25,679.50
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$25,679.50

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

[^]Dell Business Credit (DBC): Offered to business customers by WebBank, Member FDIC, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of the new balance shown on the monthly billing statement. Dell and the Dell logo are trademarks of Dell Inc.

AGENDA ITEM REPORT



To:

Subject: BSO Sixth Amendment to Agreement

Meeting:

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

Due to a longer than anticipated transition period from BSO to the Town's Police Department, the Agreement with Broward Sheriff's Office needs to be extended to the end of the 2022 fiscal year.

POLICY IMPLICATIONS:

obligates the Town to use BSO until the end of the fiscal year.

RECOMMENDATION:

Staff recommends commission approval

ATTACHMENTS:

[BSO SIXTH AMEND 2022](#)

SIXTH AMENDMENT TO THE AGREEMENT BETWEEN
THE SHERIFF OF BROWARD COUNTY, FLORIDA
AND
THE TOWN OF PEMBROKE PARK FOR LAW ENFORCEMENT AND FIRE RESCUE
SERVICES

This is a SIXTH AMENDMENT to the Agreement between the SHERIFF OF BROWARD COUNTY, FLORIDA (hereinafter referred to as "BSO") and the TOWN OF PEMBROKE PARK (hereinafter referred to as "TOWN") for the delivery of law enforcement and fire rescue services by BSO to the TOWN.

W I T N E S S E T H:

WHEREAS, on or about November 20, 2007, the parties entered into an agreement for the BSO to provide law enforcement, emergency medical, fire protection and fire prevention services to the TOWN;

WHEREAS, on or about March 10, 2009, the parties entered into a First Amendment to provide one (1) additional Sergeant to the District staffing structure as set forth in Section 3.2 of the Agreement;

WHEREAS, on or about February 24, 2011, the parties entered into a Second Amendment to amend the consideration to provide for equal sharing of the budgeted costs for the District between the TOWN and the City of West Park; and

WHEREAS, on or about July 23, 2012, the parties entered into a Third Amendment to revise the staffing levels; and

WHEREAS, on or about March 2, 2015, the parties entered into a Fourth Amendment to extend the term of the Agreement to allow for negotiations on a new Agreement; and

WHEREAS, on or about January 11, 2018, the parties entered into a Fifth Amendment to adjust the consideration for a two year period and agreed to negotiate and enter into a new agreement in a timely manner; and

WHEREAS the Agreement, First Amendment, Second Amendment, Third Amendment Fourth Amendment and Fifth Amendment to the Agreement are hereinafter collectively referred to as the Agreement; and

WHEREAS, the Parties are desirous of setting an end date to the Agreement due to the pending creation of the Pembroke Park Police Department; and

THEREFORE, in consideration of the mutual terms and conditions contained herein, BSO and TOWN agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. Pursuant to Article 26, the parties previously entered the transition phase from BSO to the Town police department. The transition period was scheduled to end during the middle of the current fiscal year. The parties have agreed to extend the transition phase to the end of this current fiscal year, terminating on September 30, 2022.
3. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this Sixth Amendment on the date(s) set forth below:

THE TOWN OF PEMBROKE PARK

By: _____
GEOFFREY JACOBS, MAYOR

Date: _____

JC JIMINEZ, TOWN MANAGER

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

MELISSA P. ANDERSON
TOWN ATTORNEY

SIXTH AMENDMENT TO THE AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY, FLORIDA AND THE TOWN OF PEMBROKE PARK FOR LAW ENFORCEMENT AND FIRE RESCUE SERVICES

IN WITNESS WHEREOF, the parties execute this Sixth Amendment on the date(s) set forth below:

SHERIFF OF BROWARD COUNTY

By: _____
GREGORY TONY, SHERIFF

Date: _____

Approved as to form and legal sufficiency
subject to execution by the parties:

By: _____
TERRENCE O. LYNCH, GENERAL COUNSEL

Lee\Contracts\Pembroke Park – Sixth Amendment 3-15-22



MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: March 28, 2022
Re: 2022-23 Board of Director Appointments

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. **The deadline for board appointments is April 30, 2022.** The term will begin on May 13, 2022, where members will be sworn in at the 65th Annual Gala at Margaritaville. All of the details for the gala can be found here: [65th Annual Gala | Broward League of Cities](#). The term will end in May of 2023.

Please forward the information below to scochrane@browardleague.org.

=====

Municipality: _____

Commissioner/Council Appointments:

Director: _____

Alternate: _____

Second Alternate: _____

2021-2022 OFFICERS

President Beverly Williams
Commissioner, Lauderdale Lakes
1st Vice President Vice Bob Mayersohn
Commissioner, Parkland
2nd Vice Todd Drosky
Vice Mayor, Deerfield Beach
Treasurer Gary Resnick
Commissioner, Wilton Manors

DIRECTORS

Immediate Past President Traci Callari
Commissioner, Hollywood
Past President Greg Ross
Mayor, Cooper City
Past President Susan Starkey
Councilmember, Davie
Past President Joy Cooper
Mayor, Hallandale Beach
Past President Frank Ortis
Mayor, Pembroke Pines
Jim Albritton
Councilmember, Southwest Ranches
Barbara Baldassarre
Commissioner, Hillsboro Beach
Marlon Bolton
Commissioner, Tamarac
Samson Borgelin
Commissioner, North Lauderdale
Leann Bruener
Councilmember, Sea Ranch Lakes
Peggy Brown
Mayor, Weston
Felicia Brunson
Mayor, West Park
Joy Carter
Commissioner, Coral Springs
Mark Douglas
Commissioner, Sunrise
Rhonda Eaton
Commissioner, Pompano Beach
Beam Furr
Commissioner, Broward County
Denise Grant
Vice Mayor, Lauderdale
Denise Horland
Councilmember, Plantation
Geoffrey Jacobs
Mayor, Pembroke Park
Sabrina Javellana
Commissioner, Hallandale Beach
Tamara James
Mayor, Dania Beach
Edmund Malkoon
Commissioner, Lauderdale-by-the-Sea
Wayne Messam
Mayor, Miramar
Heather Moraitis
Commissioner, Fort Lauderdale
Scott Newton
Mayor, Wilton Manors
Joshua Rydell
Commissioner, Coconut Creek
Arlene Schwartz
Mayor, Margate
Iris Siple
Commissioner, Pembroke Pines
Matthew Sparks
Commissioner, Oakland Park
Glenn Troast
Mayor, Lighthouse Point

Samuel S. Goren, Esquire
Goren Cheroof Doody & Ezrol, P.A.
Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochrane
Deputy Executive Director

Suite 122 Governmental Center, 115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Phone: 954.357.73
Internet: www.browardleague.org



BROWARD LEAGUE OF CITIES

65th Annual Gala

Margaritaville Beach Resort | May 13, 2022



MUNICIPAL SPONSORSHIP LEVELS & BENEFITS

PREMIER SPONSOR | \$5,000

- Premium Reserved Table for 10
- Complimentary Valet Parking
- Half Page Ad in Event Program (5.5"H x 8.5"W)
- Prominent Screen Recognition at Event & on League Website

- Pre & Post Social Media Recognition
- Signage Recognition at Event
- Verbal Recognition at Event

MINIMUM SPONSOR | \$2,500

- 6 Dinner Tickets
- Complimentary Valet Parking
- City Listing in Event Program

- Signage Recognition at Event
- Pre & Post Social Media Recognition

Ad Deadline is May 1, 2022 at 12:00 Noon.
1/2 Page Ad Size is 5.5"H x 8.5"W
Logo Preference: High Resolution PNG

Please complete and return to:
 Broward League of Cities
 115 South Andrews Avenue, Suite 122
 Fort Lauderdale, Florida 33301

For additional information, please call 954.357.7370 or email mltighe@browardleague.org.
 All cancellations must be received by May 6, 2022

WE ARE PLEASED TO SUPPORT THE BROWARD LEAGUE OF CITIES 65TH ANNUAL GALA AT THE FOLLOWING LEVEL:

_____ **PREMIER SPONSOR**.....\$5,000
_____ **MINIMUM SPONSOR**.....\$2,500

City: _____

Contact: _____

Address: _____

City, State, Zip Code: _____

Phone: _____ Email: _____



Pembroke Park, FL

Payment Register

APPKT00415 - April 1, 2022- AP Checks

01 - Vendor Set 01

Bank: SYNDP - Synovus - Depository Account

Vendor Number	Vendor Name					Total Vendor Amount
999999	Town of Pembroke Park					237,981.19
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		04/01/2022	145,854.36			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
OperatingTransfer-4/1/2022	Operating Transfer Check Week April 1, 2022	04/01/2022	04/01/2022	0.00	145,854.36	
Check		04/01/2022			92,126.83	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
PAYROLLTRANSFER03/25/2022	Payroll Tranfer Check Week March 25, 2022	03/25/2022	03/25/2022	0.00	92,126.83	

Bank: SYNOPER - Synovus - operating Account

Vendor Number	Vendor Name					Total Vendor Amount
88226	A & I Enterprises of South FL, Inc.					529.35
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		04/01/2022	529.35			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
24675	BackFlow Certified/ Permit Fees/ BSI Fees	03/14/2022	04/13/2022	0.00	529.35	

Vendor Number	Vendor Name					Total Vendor Amount
69965	A To Z Statewide Plumbing					2,512.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		04/01/2022	2,512.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
147521	Vacuum Sanitary Water From Roadway @ 4500 SW 30Av	03/11/2022	04/10/2022	0.00	2,512.00	

Vendor Number	Vendor Name					Total Vendor Amount
45864	A.C.T. Services Inc.					1,186.97
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		04/01/2022	1,186.97			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
COR No. 005-A	45th Yr CDBG Restrooms-Requirements for Permitting	03/28/2022	03/28/2022	0.00	1,186.97	

Vendor Number	Vendor Name					Total Vendor Amount
10084	Action Labor Of Florida, LLC					399.84
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		04/01/2022	399.84			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3292583	Crossing Guard Svc Week Ending 3/20/2022	03/21/2022	03/21/2022	0.00	399.84	

Vendor Number	Vendor Name					Total Vendor Amount
99994	Adrian Mesa					70.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		04/01/2022	70.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
Ticket#1064368	Reimbursement for Boat Disposal	03/30/2022	04/29/2022	0.00	70.00	

Vendor Number	Vendor Name					Total Vendor Amount
10029	AFLAC					718.11
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		04/01/2022	718.11			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
685329	Aflac Supplemental Insurance March 2022	03/15/2022	03/15/2022	0.00	718.11	

Payment Register

APPKT00415 - April 1, 2022- AP Checks

Vendor Number	Vendor Name					Total Vendor Amount
56462	Aziza Khan LLC					55.00
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 55.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
172824	Cleaning Bunny Suit for Egg Extravaganza	04/01/2022	04/01/2022	0.00	55.00	
Vendor Number	Vendor Name					Total Vendor Amount
11170	Broward County Board Of Comm.					1,030.26
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 1,030.26
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
MARCH2022BORA	B.O.R.A Surcharge Fees March 2022	03/31/2022	04/15/2022	0.00	1,030.26	
Vendor Number	Vendor Name					Total Vendor Amount
10350	Broward County Florida Water & Wastewater Services					2,905.89
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 2,905.89
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
MARCH2022	Water/ Wastewater Svc Feb-March 2022	03/18/2022	03/18/2022	0.00	2,905.89	
Vendor Number	Vendor Name					Total Vendor Amount
64585	Business Flare LLC					5,425.00
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 5,425.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1170	Market Analysis & Economic Develop Strategic Plan	03/01/2022	03/01/2022	0.00	5,425.00	
Vendor Number	Vendor Name					Total Vendor Amount
61073	Capital Hills Consultants, Inc					4,500.00
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 4,500.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
APRIL2022-LOBBYIST	Lobbyist April 2022 Retainer	04/01/2022	05/01/2022	0.00	4,500.00	
Vendor Number	Vendor Name					Total Vendor Amount
64565	Center for Public Safety and Management LLC					18,720.00
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 18,720.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1980	Professional Consulting Fees for Police Dept	03/22/2022	03/22/2022	0.00	18,720.00	
Vendor Number	Vendor Name					Total Vendor Amount
61163	Cintas Corporation					218.40
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 218.40
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
4113562036	Uniform Expenses for Employees and Mats March 2022	03/16/2022	03/16/2022	0.00	64.40	
41144298422	Uniform Expenses for Employees and Mats	03/23/2022	03/23/2022	0.00	60.56	
5101564041	Various Town Supplies-Preserve Park	03/29/2022	03/29/2022	0.00	93.44	
Vendor Number	Vendor Name					Total Vendor Amount
10607	CITY FIRE INC.					89.85
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 89.85
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
190457	Quarterly Fire Alarm Monitoring	03/01/2022	03/21/2022	0.00	89.85	

Payment Register

APPKT00415 - April 1, 2022- AP Checks

Vendor Number	Vendor Name					Total Vendor Amount
88163	Clean Space Inc.					400.00
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 400.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
TPP-41	Electrostatic Cleaning at Town Hall	03/16/2022	04/15/2022	0.00	400.00	
Vendor Number	Vendor Name					Total Vendor Amount
88355	DC Strategies, LLC					4,666.66
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 4,666.66
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
GRANT04-2022	Grant Writer Svc April 2022	04/01/2022	05/01/2022	0.00	4,666.66	
Vendor Number	Vendor Name					Total Vendor Amount
99022	Dierdre Davis					19.96
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 19.96
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
03302022DAVIS	Reimbursement for March 2022 Birthday's Cupcakes	03/30/2022	04/29/2022	0.00	19.96	
Vendor Number	Vendor Name					Total Vendor Amount
69909	Don W. Jhonson					4,950.00
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 4,950.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
MARCH2022	Electrical Inspections March 2022	03/31/2022	04/30/2022	0.00	4,950.00	
Vendor Number	Vendor Name					Total Vendor Amount
61199	Dora Industries, Inc. D/B/A					1,905.00
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 1,905.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
55549	Orange Thrust Drum, 30 gallons - Degreaser	03/30/2022	04/01/2022	0.00	1,905.00	
Vendor Number	Vendor Name					Total Vendor Amount
69947	First Choice Mobile Auto Repair, In					133.00
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 133.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
03252022STMT	(6) Front Bumper Clips for 2014 Ford Taurus	03/25/2022	04/24/2022	0.00	133.00	
Vendor Number	Vendor Name					Total Vendor Amount
69957	Florida Blue					29,755.88
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 29,755.88
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
75680358	Individual Health Insurance-April 2022	04/01/2022	05/01/2022	0.00	9,322.08	
75680359	Health Insurance April 2022	04/01/2022	05/01/2022	0.00	20,433.80	
Vendor Number	Vendor Name					Total Vendor Amount
10410	FPL					15,376.15
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 15,376.15
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
March2022ELECTRIC	Town Electricity Feb-March 2022	03/18/2022	03/18/2022	0.00	15,376.15	

Payment Register

APPKT00415 - April 1, 2022- AP Checks

Vendor Number	Vendor Name					Total Vendor Amount
20466	Gallo Signs					201.75
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 201.75
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
03222022STMT	Stormwater Station Signs w/Reflective Background	03/22/2022	03/22/2022	0.00	201.75	
Vendor Number	Vendor Name					Total Vendor Amount
88328	Gonzalo Corcuera					4,000.00
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 4,000.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
MARCH2022	Mechanical Inspections and Plan Reviews March 2022	03/31/2022	04/30/2022	0.00	4,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
88335	Goren, Cherof, Doody & Ezrol, P.A.					3,552.00
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 3,552.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
37374	Matters Regarding Milano Kitchen USA (Foreclosure)	03/30/2022	04/29/2022	0.00	1,800.00	
37375	Regarding Lynn's Bahamian Kitchen LLC(Foreclosure)	03/30/2022	04/29/2022	0.00	1,512.00	
38119	General Legal Services	03/30/2022	04/29/2022	0.00	240.00	
Vendor Number	Vendor Name					Total Vendor Amount
88317	Helmich Consulting, INC.					416.66
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 416.66
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
916	Lobbying Svc February 2022	03/24/2022	04/23/2022	0.00	416.66	
Vendor Number	Vendor Name					Total Vendor Amount
69852	Hulett Environmental Services, Inc.					147.00
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 147.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
56895321	Commercial PC w/ Rodent Svc March 21, 2022	03/21/2022	04/20/2022	0.00	107.00	
56906144	Commercial Rodent Monitoring March 21, 2022	03/21/2022	04/20/2022	0.00	40.00	
Vendor Number	Vendor Name					Total Vendor Amount
61062	ICMA Retirement Trust-457					1,115.00
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 1,115.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
W/E03/20/2022	Employee 457 Contributions Week End 3/20/2022	03/25/2022	03/25/2022	0.00	1,115.00	
Vendor Number	Vendor Name					Total Vendor Amount
65352	InUnison Apparel					99.75
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 99.75
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
13459	(5) XS Bldg Dept Polo Shirts	03/30/2022	03/30/2022	0.00	99.75	
Vendor Number	Vendor Name					Total Vendor Amount
61171	John Hancock-Additional Var. Life					984.08
Payment Type	Payment Number					Payment Date Payment Amount
Check						04/01/2022 984.08
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3521413	Life Insurance April 2022	04/01/2022	04/01/2022	0.00	984.08	

Payment Register

APPKT00415 - April 1, 2022- AP Checks

Vendor Number	Vendor Name					Total Vendor Amount
88359	Juan Gonzalez					2,100.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					04/01/2022	2,100.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
MARCH2022	Plumbing Inspections March 2022	03/31/2022	04/30/2022	0.00	2,100.00	
Vendor Number	Vendor Name					Total Vendor Amount
88208	Lou's Gloves, Incorporated					193.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					04/01/2022	193.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
048247	Nitrile Powder Free Textured Black Large	03/25/2022	04/24/2022	0.00	193.00	
Vendor Number	Vendor Name					Total Vendor Amount
69770A	Minnesota Life Insurance Company					3,374.66
Payment Type	Payment Number				Payment Date	Payment Amount
Check					04/01/2022	3,374.66
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
APRIL2022	Life Insurance April 2022	04/01/2022	05/01/2022	0.00	3,374.66	
Vendor Number	Vendor Name					Total Vendor Amount
69905	Mutual of Omaha					6,464.27
Payment Type	Payment Number				Payment Date	Payment Amount
Check					04/01/2022	6,464.27
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
001336798248	Town Dental/ Vision/ Life Insurance- April 2022	04/01/2022	04/01/2022	0.00	6,464.27	
Vendor Number	Vendor Name					Total Vendor Amount
26488	Nevco Electric Supply Inc.					688.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					04/01/2022	688.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
13806	Square Phase Circuit Breaker-125 Amp	03/18/2022	03/18/2022	0.00	568.75	
13816	100 AMP 250 Volts Time Delay Fuses	03/23/2022	03/23/2022	0.00	119.25	
Vendor Number	Vendor Name					Total Vendor Amount
10845	Nice Ice Leasing					250.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					04/01/2022	250.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
30465	Clean Ice Machine at Town Hall	03/10/2022	03/10/2022	0.00	250.00	
Vendor Number	Vendor Name					Total Vendor Amount
61262	Otis Elevator Co.					374.72
Payment Type	Payment Number				Payment Date	Payment Amount
Check					04/01/2022	374.72
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
100400724855	Town Hall Elevators April 2022	03/14/2022	03/14/2022	0.00	374.72	
Vendor Number	Vendor Name					Total Vendor Amount
69855	Pines Ford					156.57
Payment Type	Payment Number				Payment Date	Payment Amount
Check					04/01/2022	156.57
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
665280	Replace Drive Belt and Oil Dipstick	03/16/2022	03/16/2022	0.00	156.57	

Payment Register

APPKT00415 - April 1, 2022- AP Checks

Vendor Number	Vendor Name						Total Vendor Amount
61258	Quill Corporation						407.98
Payment Type	Payment Number						Payment Date Payment Amount
Check							04/01/2022 407.98
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
23623561	Sanitizing Wipes, Dividers, Purell Hand Sanitizer	03/08/2022	03/08/2022	0.00	235.48		
23728068	Finger Tip Moistener, Scissors,Tape,Hand Sanitizer	03/11/2022	03/11/2022	0.00	65.78		
23772953	Shredder Oil	03/11/2022	03/11/2022	0.00	106.72		

Vendor Number	Vendor Name						Total Vendor Amount
69850	SafeChecks						1,508.08
Payment Type	Payment Number						Payment Date Payment Amount
Check							04/01/2022 1,508.08
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
0541493	1,500ct. Business Checks (Operating Ending 5356)	03/15/2022	04/14/2022	0.00	486.71		
0541495	50ct. Business Checks (Money Market Ending 5380)	03/15/2022	04/14/2022	0.00	64.28		
0541496	50ct. Business Checks (Cafeteria Ending 5406)	03/15/2022	04/14/2022	0.00	74.28		
0541497	250ct. Business Checks (Police Dept. Ending 5497)	03/15/2022	04/14/2022	0.00	249.37		
0541498	250ct. Business Checks (Depository Ending 5364)	03/15/2022	04/14/2022	0.00	235.51		
0541504	250ct. Business Checks (ARPA Account Ending 5489)	03/15/2022	04/14/2022	0.00	249.37		
0541505	50ct. Business Checks (Local Law Ending 5398)	03/15/2022	04/14/2022	0.00	74.28		
0541577	50ct. Business Checks (Payroll Ending 5372)	03/24/2022	04/23/2022	0.00	74.28		

Vendor Number	Vendor Name						Total Vendor Amount
88309	Siteone Landscape Supply, LLC						430.69
Payment Type	Payment Number						Payment Date Payment Amount
Check							04/01/2022 430.69
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
117245326-001	Liquid Herbicide and Fertilizer for Parks Dept	03/24/2022	04/23/2022	0.00	430.69		

Vendor Number	Vendor Name						Total Vendor Amount
60007	STAPLES Contract & Commercial, Inc						71.14
Payment Type	Payment Number						Payment Date Payment Amount
Check							04/01/2022 71.14
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
3502100345	8.5x11 Copy Paper, Highlighters, Expandable Files	03/08/2022	03/08/2022	0.00	71.14		

Vendor Number	Vendor Name						Total Vendor Amount
15463	Synovus Bank						22,958.61
Payment Type	Payment Number						Payment Date Payment Amount
Bank Draft	DFT0000244						04/01/2022 22,958.61
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
APRIL2022	Loan Payment Acct#00165163550	04/01/2022	04/01/2022	0.00	22,958.61		

Vendor Number	Vendor Name						Total Vendor Amount
69932	TransAmerica Life Insurance Company						4,497.94
Payment Type	Payment Number						Payment Date Payment Amount
Check							04/01/2022 4,497.94
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
7281502	GAP Insurance April 2022	04/01/2022	05/01/2022	0.00	4,497.94		

Vendor Number	Vendor Name						Total Vendor Amount
61061	Vantagepoint Transfer Agents						330.00
Payment Type	Payment Number						Payment Date Payment Amount
Check							04/01/2022 330.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
W/E03/20/2022	Employee IRA Contributions Week End 3/20/2022	03/25/2022	04/24/2022	0.00	330.00		

Payment Register

APPKT00415 - April 1, 2022- AP Checks

Vendor Number	Vendor Name						Total Vendor Amount
31555	Waste Managment Recycle America						175.03
Payment Type	Payment Number						Payment Date Payment Amount
Check							04/01/2022 175.03
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
IAC2902954	Net Balance Due for Recycling February 2022	03/30/2022	04/29/2022	0.00	175.03		

Bank: SYNPAY - Synovus - Payroll

Vendor Number	Vendor Name						Total Vendor Amount
26975	Advantage Payroll Services						331.05
Payment Type	Payment Number						Payment Date Payment Amount
Bank Draft	DFT0000242						04/01/2022 236.70
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
602442453	ADP Workforce Now Period Ending 3/20/2022	04/01/2022	05/01/2022	0.00	236.70		
Bank Draft	DFT0000243						03/25/2022 94.35
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
601968212	ADP Talent Management and Activation 3/14/2022	03/23/2022	04/22/2022	0.00	94.35		

Payment Register

APPKT00415 - April 1, 2022- AP Checks

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
SYNDP	Check	2	2	0.00	237,981.19
Packet Totals:		2	2	0.00	237,981.19

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
SYNOPE	Manual Bank Draft	1	1	0.00	22,958.61
SYNOPE	Check	61	45	0.00	127,105.64
Packet Totals:		62	46	0.00	150,064.25

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
SYNPAY	Manual Bank Draft	2	2	0.00	331.05
Packet Totals:		2	2	0.00	331.05

Payment Register

APPKT00415 - April 1, 2022- AP Checks

Cash Fund Summary

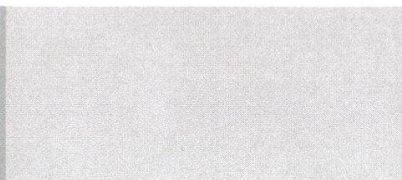
Fund	Name	Amount
999	Pooled Cash	-388,376.49
Packet Totals:		<u>-388,376.49</u>



BENJAMIN MOORE
BEDFORD BLUE 1679



BENJAMIN MOORE
SILENT NIGHT 1613



BENJAMIN MOORE
GREYTINT 1611



BENJAMIN MOORE
CHANTILLY LACE OC-65



COLOR SCHEME 5