



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, July 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	
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
7. CONSENT AGENDA	
7.1. Meeting Minutes June 8, 2022, Regular Commission Meeting June 22, 2022, Workshop Commission Meeting 06 08 2022 REGULAR MEETING 06 22 2022 WORKSHOP MINUTES	7 - 16
7.2. Purchase of remainder of police fleet - Interim Police Chief Howard Agenda Item Report - AIR-22-066 - Pdf	17 - 27
7.3. Support Software for the Police Department - Interim Police Chief Howard Agenda Item Report - AIR-22-065 - Pdf	28 - 30
7.4. Dump Trailers - Public Services Director Clark Agenda Item Report - AIR-22-069 - Pdf	31 - 39
7.5. Surplus vehicles & equipment - Public Services Director Clark Agenda Item Report - AIR-22-070 - Pdf	40 - 44
7.6. Sewer lift station repair - Public Services Director Clark 1483 001	45 - 53
7.7. Lake Shore Drive - annual reimbursement for maintenance - Public Services Director Clark	54 - 56
We are recommending approval. Agenda Item Report - AIR-22-072 - Pdf	

- 7.8. Purchase of Bypass Pump - Public Services Director Clark 57 - 59

We are recommending approval.

[Agenda Item Report - AIR-22-073 - Pdf](#)

- 7.9. Public Works Auxiliary Storage Facility for Police Station Build-Out - Public Services Director Clark 60 - 72

We are recommending approval.

[storage](#)

[IMG_0780\[1\]](#)

[IMG_0781\[1\]](#)

[Agenda Item Report - AIR-22-074 - Pdf](#)

- 7.10. Interim Finance Director - Interim Finance Director Noel 73

[Finance Interim Finance Director Temporary Salary Adjustment](#)

- 7.11. Approval of budget and personnel recommendation by Interim Police Chief Howard 74 - 89

PPPD budget of \$3,773,361.00

Staffing: 3 officers and a sergeant = (4) per shift = 96 work hours per day (12 officers), (24 total staff)

[Police Department presentation by Chief](#)

8. RESOLUTIONS

- 8.1. Resolution for the millage rate and to set budget hearing dates - Town Manager Jimenez 90 - 91

RESOLUTION NO. 2022-009

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING **A TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2022-23** AND PROVIDING AN EFFECTIVE DATE.

[2022-009 tentative millage 2022-2023](#)

- 8.2. Finance Director - Town Manager Jimenez 92 - 93

RESOLUTION NO. 2022-008

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPOINTING _____ AS FINANCE AND BUDGET DIRECTOR FOR THE TOWN OF PEMBROKE PARK;** SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[2022-008 Finance Director](#)

- 8.3. Resolution Declaring "Zoning in Progress" for Medical Marijuana Dispensaries - Town Attorney Anderson

94 - 98

RESOLUTION NO. 2022-010

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **DECLARING ZONING IN PROGRESS PERTAINING TO THE AMENDMENT AND DEVELOPMENT OF LAND DEVELOPMENT REGULATIONS PERTAINING TO MEDICAL MARIJUANA DISPENSARIES, MEDICAL MARIJUANA RETAIL CENTERS AND MEDICAL MARIJUANA TREATMENT CENTERS WITHIN THE TOWN; PROVIDING THAT WHILE ZONING IN PROGRESS IS IN EFFECT THE TOWN SHALL NOT ACCEPT NOR PROCESS APPLICATIONS FOR DEVELOPMENT ORDERS OR PERMITS, AMENDMENTS TO SITE PLANS, OR OTHER ZONING APPLICATIONS, WHETHER ADMINISTRATIVELY OR OTHERWISE FOR MEDICAL MARIJUANA DISPENSARIES, MEDICAL MARIJUANA RETAIL CENTERS AND MEDICAL MARIJUANA TREATMENT CENTERS WITHIN THE TOWN; PROVIDING FOR WAIVERS FOR THE PROCESSING OF APPLICATIONS AND THE APPROVAL OF DEVELOPMENT ORDERS OR PERMITS FOR MEDICAL MARIJUANA DISPENSARIES, MEDICAL MARIJUANA RETAIL CENTERS AND MEDICAL MARIJUANA TREATMENT CENTERS WHICH HAVE APPLICATIONS DEEMED BY THE TOWN TO BE IN ALREADY IN PROCESS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Approve the "Zoning in Progress" Resolution

[Agenda Item Report - AIR-22-078 - Pdf](#)

9. ORDINANCES - 1ST PUBLIC HEARING

- 9.1. Rescind Ordinance 2022-003 Property Rights Element and advertise Ordinance 2022-006 - Planning Consultant Michael Vonder Meulen

99 - 102

ORDINANCE NO. 2022-006

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE TOWN OF PEMBROKE PARK'S ADOPTED COMPREHENSIVE PLAN AS AMENDED; BY ADDING THE PROPERTY RIGHTS ELEMENT; ADDING GOALS, OBJECTIVES, AND POLICIES, PURSUANT TO SECTION 163.3177, FLORIDA STATUTES; PROVIDING SEVERABILITY; RESCINDING AND SUPERSEDING ORDINANCE 2022-003; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

[2022-006 property rights element](#)

[2022-003 property rights enacting ord 2022](#)

10. ORDINANCES - 2ND FINAL PUBLIC HEARING

- 10.1. Proposed Building Standards Ordinance (Ch. 5) Changes and Addition - Building Official Nunez 103 - 116
ORDINANCE NO. 2022-004
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING AND UPDATING “CHAPTER 5 – BUILDINGS AND BUILDING REGULATION” “ OF TOWN’S CODE**; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.
- Approval for the Town Attorney Ordinance preparation for presenting formally in the next commission meeting.
[Agenda Item Report - AIR-22-063 - Pdf](#)
[2022-004 Building Code Amend 2022](#)
- 10.2. Proposed Changes to the Floodplain Ordinance - Building Official Nunez 117 - 123
ORDINANCE NO. 2022-005
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING AND UPDATING CHAPTER 10 “FLOOD PREVENTION AND PROTECTION” OF TOWN’S CODE**; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.
- Staff recommends approval
[Agenda Item Report - AIR-22-056 - Pdf](#)
11. NEW BUSINESS
- 11.1. Police Organizational Chart - Interim Police Chief Howard 124 - 126
- Staff recommends adopting this org chart moving forward
[Agenda Item Report - AIR-22-076 - Pdf](#)
- 11.2. A&B Recycling-Authorization to Foreclose - Town Attorney Anderson 127 - 130
- Authorize Town to Foreclose on outstanding Code Liens
[Agenda Item Report - AIR-22-077 - Pdf](#)
- 11.3. Award Selection and Recommendation for ITB 22-05 CDBG 47th Year - Preserve Safety Improvements Project Award - Public Services Director Clark 131 - 163
- Staff reviewed the bid package submittal and found the vendor responsive and responsible. Staff recommends approving Award Selection of Contract to Imperial Electrical, Inc., \$99,960.
[Agenda Item Report - AIR-22-079 - Pdf](#)

- 11.4. Award Selection and Recommendation for ITB 22-07 SW 32nd Street Asphalt Replacement - Public Services Director Clark 164 - 204
- Recommend Approving Award Selection of Contract to the apparent lowest responsive and responsible Bidder Weekley Asphalt Paving, Inc. \$30,228.00.
- [Agenda Item Report - AIR-22-080 - Pdf](#)
- 11.5. Lift Station 15 Replacement Change Order #1 - Public Services Director Clark 205 - 210
- Staff recommends to approve to proceed with the construction
- [Agenda Item Report - AIR-22-081 - Pdf](#)
- 11.6. Clarification/cost/video - Clerk Commissioner Hodgkins
<https://tppfl.civicweb.net/document/12160/?splitscreen=true&media=true>
2:39:51
- 11.7. Consultant Report on Police Department - Clerk Commissioner Hodgkins
- 11.8. Something to consider (Mayor Jacobs) - Clerk Commissioner Hodgkins
- 11.9. Taxes - Clerk Commissioner Hodgkins
- 11.10. Democratic, systematic choice - Clerk Commissioner Hodgkins
12. OLD BUSINESS
- 12.1. Town Attorney - Mayor Jacobs
13. DISCUSSION
- 13.1. Police Department Update and Grant Update - Mayor Jacobs
14. ATTORNEY REPORTS
15. TOWN MANAGER REPORTS
16. COMMISSION REPORTS
Clerk Commissioner Hodgkins
Vice Mayor Dieuveille
Mayor Jacobs
17. ANNOUNCEMENTS

- 17.1. Special Magistrate Hearing, Wednesday, July 20, 2022 at 9:00 AM
Charter Review Committee, Monday, July 25, 2022 at 6:00 PM
Workshop Commission meeting, Wednesday, July 27, 2022
Back to School Event, Saturday, August 6, 2022 from 11 AM to 3 PM
Food Drive, Saturday, August 13, 2022 from 11 AM to 3 PM at the
Raymond P. Oglesby Park

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

REGULAR COMMISSION MEETING MINUTES Wednesday, June 8, 2022 at 7:00 PM

Mayor Geoffrey Jacobs
Vice Mayor Reynold Dieuville
Clerk Commissioner William Hodgkins

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

1. CALL TO ORDER MEETING CALLED TO ORDER AT 7:18 PM

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL The meeting was called to order at 7:18 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor, Reynold Dieuville, Vice Mayor, and Williams Hodgkins, Clerk Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager, Melissa Anderson, Town Attorney, Marlen Martell, Town Clerk, Robert Clark, Public Services Director, Miguel Nunez, Building Official, David Howard, Interim Chief of Police, Joseline Ramirez, Chief Code Enforcement Officer, Joy Brown, Administrative Assistant, Lucie Manzerolle, Building Manager, Dierdre Davis, Administrative Assistant, Mark Pakula, Information Technology Director, Michelle Grooms, BTR/Billing Administrator, Myriam Jacques, Interim Public Services Director, and Suzi Reutlinger, Assistant to Town Clerk

4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA ADDED TO THE AGENDA 10.4 GOLF CART

5.1 WAS WITHDRAWN

10.1 WOULD BE FORWARDED TO THE NEXT WORKSHOP MEETING

5. PRESENTATIONS / PROCLAMATIONS

5.1 Legislative Update - Honorable State Senator Shevrin D. Jones - UNABLE TO ATTEND

5.2 Presentation of newly hired Police Officers - Interim Police Chief Howard

Regular Commission Meeting
June 8, 2022

Interim Police Chief Howard introduced Captain Bill Gordon, Officer Marc Tallentire and Sargent Wade Douty.

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

7. CONSENT AGENDA

7.1 Approval of Minutes - Town Clerk Martell
Workshop Meeting on March 23, 2022
Regular Commission Meeting on April 13, 2022
Workshop Meeting on April 27, 2022
Regular Commission Meeting on May 11, 2022
Pension Board Meeting on May 11, 2022
Workshop Meeting on May 25, 2022

7.2 SW 30th Street Sanitary Sewer Force Main

7.3 Chief Joseline Ramirez Salary Adjustment - Building Official Nunez
MOTION TO APPROVE CONSENT AGENDA 7.1 THRU 7.3
**MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE,
SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION
PASSED 3-0.**

8. RESOLUTIONS - NONE

9. ORDINANCES

9.1 Proposed Building Standards Ordinance (Ch. 5) Changes and Addition - Building Official Nunez

ORDINANCE NO. 2022-004

**AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING AND
UPDATING “CHAPTER 5 – BUILDINGS AND BUILDING REGULATION” “OF
TOWN’S CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN
THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND
RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

Mayor opened the floor for public comment - NONE

Mayor closed the floor for public comment

MOTION TO APPROVE ORDINANCE NO. 2022-004

**MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS
HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION
PASSED 3-0.**

Regular Commission Meeting
June 8, 2022

9.2 Proposed Changes to the Floodplain Ordinance - Building Official Nunez

ORDINANCE NO. 2022-005

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING AND UPDATING CHAPTER 10 “FLOOD PREVENTION AND PROTECTION” OF TOWN’S CODE**; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Mayor opened the floor for public comment - NONE

Mayor closed the floor for public comment

MOTION TO APPROVE ORDINANCE NO. 2022-005

MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 3-0.

10. NEW BUSINESS

10.1 Rescind Ordinance No. 2022-003 Property Rights Element - Planning Consultant Michael Vonder Meulen

FORWARDED TO WORKSHOP ON JUNE 22, 2022.

10.2 Order Microsoft Surface Pro - IT Director Pakula

MOTION TO APPROVE THE PURCHASE OF A MICROSOFT SURFACE PRO

MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 3-0.

10.3 RECESS FROM 7:33 PM

RESUMED AT 7:40 PM

Body Cam Policy - Town Manager Jimenez

MOTION TO APPROVED BODY CAM POLICY

MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 3-0.

10.4 Golf cart drop charges - Mayor Jacobs

MOTION TO DROP CHARGES IF THE INDIVIDUALS APOLOGIZE TO THE PUBLIC AT A COMMISSION MEETING AND EACH WILL DEDICATE 100 HOURS OF COMMUNITY TIME CLEANING TRASH IN THE PARK.

Regular Commission Meeting

June 8, 2022

MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

11. OLD BUSINESS

11.1 Finance Director - HR Consultant Menegazzo

MOTION TO HIRE ROY BROWN. HR CONSULTANT WILL SUBMIT AN OFFER LETTER AS SOON AS POSSIBLE.

MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

11.2 BSO contract and FIRE contract - Town Attorney Anderson

Seeking direction from the Commission to negotiate both contracts.

MOTION TO START NEGOTIATIONS WITH POLICE AND FIRE.

MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

12. DISCUSSION

13. ATTORNEY REPORTS

Town Attorney gathering the Mutual Aid Agreements to present to various government entities. She is also revamping the towing Ordinance, and needs to get a contract with a towing company for the Police Department

14. TOWN MANAGER REPORTS

NONE

15. COMMISSION REPORTS

CLERK COMMISSION HODGKINS - NONE

VICE MAYOR DIEUVEILLE - NONE

MAYOR JACOBS- In response to resident Mr. Roach, Mayor Jacobs stated that his information is grossly false, and he is more than welcome to meet with anyone here to discuss the accuracy of the questions and concerns. Mayor Jacobs stated that he never mentioned anything about raising Town Taxes.

16. ANNOUNCEMENTS Special Magistrate Meeting, Wednesday, June 15, 2022 at 9:00 AM

Town Hall Closed - Observance Juneteenth, Monday, June 20, 2022

Workshop Commission Meeting, Wednesday, June 22, 2022 at 6:00 PM

Food Drive, Saturday, July 9, 2022 at 11:00 AM to 3:00 PM

Regular Commission Meeting

June 8, 2022

17. ADJOURNMENT WITH NO FURTHER BUSINESS MEETING ADJOURNED AT 8:06 PM.

ATTEST:

Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

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

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

Regular Commission Meeting
June 8, 2022



TOWN OF PEMBROKE PARK

Workshop Commission Meeting

Commission Chambers

3150 SW 52 Avenue

Pembroke Park, FL. 33023

Wednesday, June 22, 2022

6:00 PM

Mayor Geoffrey Jacobs

Vice Mayor Reynold Dieuville

Clerk Commissioner William Hodgkins

Town Manager JC Jimenez

Town Attorney Melissa P. Anderson

Town Clerk Marlen D. Martell

WORKSHOP COMMISSION MEETING MINUTES

1 CALL TO ORDER Mayor Jacobs called meeting to order at 6:06 PM

2 PLEDGE OF ALLEGIANCE

3 ROLL CALL The meeting was called to order at 6:06 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor, Reynold Dieuville, Vice Mayor, and Williams Hodgkins, Clerk Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Melissa Anderson, Town Attorney; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk; Robert Clark, Public Services Director; Myriam Jacques, Assistant Public Services Director; Miguel Nunez, Building Official; Mark Pakula, Information Technology Director; Lucie Manzerolle, Building Manager; David Howard, Interim Chief of Police; Joy Brown, Administrative Assistant; Joseline Ramirez, Chief Code Enforcement Officer; and Dierdre Davis, Administrative Assistant

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

ITEM ADDED TO THE AGENDA AS 5.2 PEMBROKE PARK POLICE DEPARTMENT

5 PRESENTATIONS

Town of Pembroke Park
Workshop Commission Meeting
June 22, 2022
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Police Consultant presentation by CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC
(CFPSM)

CONSULTANT DR. CAROL RASOR-CODERO PRESENTED REPORT

Pembroke Park Police Department Presentation
REPORT GIVEN BY CHIEF DAID HOWARD
ITEM MOVED TO CONSENT AGENDA

6 REPORTS OF COMMITTEES AND CITY STAFF

Broward Sheriff's Office - Captain Coker, Lt. Gerald Charles
REPORT WAS SUBMITTED FOR COMMISSION REVIEW

Fire Department - Chief Kane
REPORT WAS SUBMITTED FOR COMMISSION REVIEW

7 BUILDING DEPARTMENT - BUILDING OFFICIAL NUNEZ

Building Department - May 2022 Monthly Report
REPORT WAS SUBMITTED FOR COMMISSION REVIEW

8 CODE ENFORCEMENT - CHIEF CODE ENFORCEMENT OFFICER RAMIREZ

REPORT WAS SUBMITTED FOR COMMISSION REVIEW

Monthly Report May 2022

9 FINANCE DEPARTMENT

Interim Finance Director - Ms. Noel
ITEM MOVED TO CONSENT AGENDA

Resolution for the millage rate and to set budget hearing dates - Town Manager Jimenez
A resolution will be provided at the next meeting for Commission approval.
ITEM MOVED TO CONSENT AGENDA

10 POLICE DEPARTMENT - INTERIM POLICE CHIEF HOWARD ITEM MOVED TO CONSENT AGENDA

Purchase of remainder of police fleet
ITEM MOVED TO CONSENT AGENDA

11 PLANNING CONSULTANT

Town of Pembroke Park
Workshop Commission Meeting
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Planning update presentation by Planning Consultant Michael Vonder Meulen
REPORT WAS SUBMITTED FOR COMMISSION REVIEW

Rescind Ordinance 2022-003 Property Rights Element and advertise Ordinance 2022-006 -
Planning Consultant Michael Vonder Meulen
DISCUSSION

12 HUMAN RESOURCES

13 IT DEPARTMENT - IT DIRECTOR PAKULA

Support Software for the Police Department
ITEM PLACED ON THE CONSENT AGENDA WITH A NOT TO EXCEED \$2,000.00
ANNUALLY

14 PUBLIC SERVICES DEPARTMENT - PUBLIC SERVICES DIRECTOR CLARK

Dump Trailers
ITEM MOVED TO CONSENT AGENDA

Surplus vehicles & equipment
ITEM MOVED TO CONSENT AGENDA

Sewer lift station repair
ITEM MOVED TO CONSENT AGENDA

Lake Shore Drive - annual reimbursement for maintenance
ITEM MOVED TO CONSENT AGENDA

Purchase of Bypass Pump
ITEM MOVED TO CONSENT AGENDA

Public Works Auxiliary Storage Facility for Police Station Build-Out
ITEM MOVED TO CONSENT AGENDA

15 OLD BUSINESS NONE

16 NEW BUSINESS NONE

17 DISCUSSION

Town of Pembroke Park
Workshop Commission Meeting
June 22, 2022
Page 3 of 5

Finance Director - Mayor Jacobs
TOWN MANAGER TO RENEGOTIATE SALARY
THIS ITEM PLACED AS A LINE ITEM

Town Attorney - Mayor Jacobs
ITEM PLACED ON AGENDA AS A LINE ITEM

18 TOWN CLERK COMMENTS TOWN CLERK TO SEND TO EACH COMMISSIONER
OEL WINGO'S REPORT
TOWN CLERK TO SEND ETHIC TRAINING EMAIL

19 ATTORNEY COMMENTS NONE

20 TOWN MANAGER COMMENTS TOWN MANAGER TO SEEK OFFICE FOR THE
BSO FIRE INSPECTOR ON THE 3RD FLOOR AS A TEMPORARY OFFICE

21 COMMISSIONER COMMENTS

a) Clerk Commissioner Hodgkins - Commissioner Hodgkins stated to move the Town forward with less hostility.

Vice Mayor Dieuveille - Vice Mayor Dieuveille stated he wanted the Town to move Forward.

Mayor Jacobs - Town Manager to find out when the design phase for the PD will be completed
Town Manager / Building Manager to obtain a list of Businesses along with contact information for the Town.

Town Manager to track all outstanding Grants, the project, the amount and the description.
Town Manager to reach out to the EPA regarding the Superfund Site.

22 ANNOUNCEMENTS Regular Commission Meeting, Wednesday, July 13, 2022 at 7:00 PM
Special Magistrate Hearing, Wednesday, July 20, 2022 at 9:00 AM
Charter Review Committee, Monday, July 25, 2022 at 6:00 PM
Workshop Commission Meeting, Wednesday, July 27, 2022 at 6:00 PM

23 ADJOURNMENT WITH NO FURTHER ITEMS FOR DISCUSSION, MEETING WAS
ADJOURNED AT 09:14PM

ATTEST:

Town of Pembroke Park
Workshop Commission Meeting
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Marlen D. Martell, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

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AGENDA ITEM REPORT



To:

Subject: Purchase of remainder of police fleet

Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - July 27, 2022

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

ATTACHMENTS:

[ARP CAR REQUEST](#)

[FSA20-VEL28.0 Light Vendor Directory V6 10 .19.2021](#)

[Ordering Instructions v09302020](#)

[BUYER SHEET AND GOV'T CPA](#)

	Status:
Christian Noel, Accounts Payable	Approved - Jun 15 2022
Melissa Anderson, Town Attorney	Approved - Jun 16 2022
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None

Police vehicles							
Dealer	Number	Vehicle type	Cost	Up-fit cost Each	Shipping	Total	
Sam Galloway	1	Ford Interceptor	\$ 37,687.50	\$ 2,500.00	0	\$ 39,937.50	Commander car
Sam Galloway	1	Ford EcoSport	\$ 25,213.00	\$ -	0		Admin car
Garber Ford	5	Ford Interceptor	\$ 44,787.50	\$ 550.00		\$ 226,687.50	Patrol
Garber Ford	2	Ford F-150 PPV	\$ 43,877.50	\$ 550.00		\$ 88,856.00	Patrol
Totals	9					\$ 355,481.00	

EXPLORE

Town of Pembroke Park



Specification #	255
Unit Description	ES-354

Prepared for

6/21/2022

Town of Pembroke Park

Attn: Wade E. Douty

wdouty@outlook.com

954-966-1600

lw@rb.com

Prepared by:

Garber Ford, Inc.

Ryan Davis

(904) 264-2442 ext.2350 FAX: (904) 394-0054

3380 Hwy 17 Green Cove Springs, FL 32043

ryan.davis@garberford.com



Florida Sheriff's
Association

Prices are published by the Florida Sheriffs Association.
(https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-award/). Purchasing contract number is FSA20-VEL 28.0, expiring September 30th, 2022 for - Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

KSA-55E			2022 Ford Police Interceptor Utility AWD Gas		Best Price - South Zone	
Codes	Optional Equipment	Unit Price	Unit Price	Net Price		
500A	Order Code 500A	Included		\$0.00		
99B	Engine: 3.1L V6 Direct-Injection (FFV)	Included		\$0.00		
44U	Transmission: 10-Speed Automatic	Included		\$0.00		
YZ	Oxford White	Included		\$0.00		
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included		\$0.00		
153	Front License Plate Bracket	Included		\$0.00		
51R	Driver Only LED Spot Lamp (Unitary)	59		\$59.00		
88T	Tail Lamp/Police Interceptor Housing Only (HL Included)	24		\$24.00		
43D	Dark Car Feature	Included		\$0.00		
55F	Remote Keyless Entry Key Fob w/o Key Pad -inc: 4-key fobs	49		\$49.00		
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	74		\$74.00		
68G	Rear-Door Controls Inoperable -inc: Locks, handles and windows	Included		\$0.00		
STD	Full Vinyl/Rubber Floor Covering	Included		\$0.00		
STD	Back-Up Camera w/Washer	Included		\$0.00		
Non-OEM Equipment:		Hours:				
WPLB - LED 2	Whelen Premium All LED Dual Lightbar Package (Red/Blue)	2777	5.0	\$2,777.00		
	Legacy DUO 54" Lightbar w/ Full Flood Front, Allers, and Traffic Advisor					
	29SS1SA6 Combination Light/Siren Controller					
	SA31SP Siren Speaker with Bracket					
STD-LED	Multi-Mount Super LED's for Push Bumper Front (x2)	272	1.0	\$272.00		
STD-LED	Surface-Mount DUO Super LED's for Push Bumper Sides (x2)	325	1.0	\$325.00		
DLX-LED	Deluxe Whelen ION Lightheads for Inside Rear Side Windows (x2)	325	1.0	\$325.00		
4C	4-Corner Super LED Strobe Kit with Adapters for Pre-Drilled HL/TL (White)	545	1.0	\$545.00		
ST6	Low Profile Whelen T-ION 6-Head LED Lightheads for Rear Tag Sides (x2)	281	1.0	\$281.00		
ST3	Low Profile Whelen Mini T-ION 3-Head LED Lightheads for Inside Rear Hatch (x2)	250	1.0	\$250.00		
HL/TL	Provides Rear Signal Visibility when Hatch is Open		0.5	\$695.00		
CONS	Connect Factory HL/TL Flasher to Whelen Controller					
	Police Center Console with Cupholders and Armrest					
	Includes Controller Faceplate, Mic Clip Plate and Filler Plates					
COMP	Console Mounted Laptop Stand with Universal Laptop Tray	746		\$746.00		
PB	Standard Aluminum Push Bumper	600		\$600.00		
FPI1212	Large Window Front Partition with Recessed Panel and Kick Panels	985		\$985.00		
SUVSEAT	Full Transport Replacement Seat with Center Pull Seatbelts and Rear Expanded Metal Partition	1370		\$1,370.00		
SWB	Steel Window Bars for Rear Door Windows	284		\$284.00		
SGL-P	Single Electric Gun Lock - Partition Mount, Universal Lock, Handcuff Key Override	358		\$358.00		
INST	10.5 Hours EVT Certified Lighting Installation Labor (@ \$105/hr)	1102.5		\$1,102.50		
TINT	Includes all Wire, Loom, Hardware, and Mounting Brackets					
TTAG	Tint All Windows to 20% Match with Windshield Strip	270		\$270.00		
DEL	Temporary Tag	6		\$6.00		
	Delivery	Included		\$0.00		
TOTAL PURCHASE AMOUNT PER VEHICLE				\$	44,787.50	

05150

Page 4 of 11

Town of Pembroke Park



Specification #	257
Unit Description	WIP

Prepared for:

6/3/2022

Town of Pembroke Park
Attn: Wade E. Douty
wdouty@pembrokepark.org
954.966.4000

Prepared by:

Garber Ford, Inc.
Ryan Davis
(904) 264-2442 ext.2350 FAX: (904) 284-0054
3380 Hwy 17 Green Cove Springs, FL 32043
rdavis@garberautomall.com



Florida Sheriffs
Association

Prices are published by the Florida Sheriffs Association.
(https://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA20-VEL 28.0, expiring September 30th, 2022 for -- Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

Basic Price - South Zone		
WIP	2022 Ford F-150 Police Responder XL 4WD SuperCrew	\$34,955.00
Codes	Optional Equipment	Unit Price
150A	Equipment Group 150A Base	Included \$0.00
998	Engine: 3.5L V6 EcoBoost	Included \$0.00
44G	Transmission: Electronic 10-Speed Automatic	Included \$0.00
YZ	Oxford White	Included \$0.00
PB	Black Cloth 40/80/40 Front-Seats -inc.: vinyl rear bench	Included \$0.00
67P	Remote Keyless-Entry Key Fob w/o Key Pad -inc: Less PATS, 4-key fobs	994 \$994.00
53A	Trailer Tow Package	248 \$248.00
188	Black Platform Running Boards	\$143.00
60C	Pre-Collision Assist w/Pedestrian Detection	\$0.00
STD	Power Windows, Locks, Mirrors	Included \$0.00
STD	Full Vinyl/Rubber Floor Covering	Included \$0.00
STD	Reverse Sensing System Rear Parking Sensors	Included \$0.00
STD	Dynamic Hitch Assist Back-Up Camera	Included \$0.00
Non-OEM Equipment:		
WPLB - LED 2	Whelen Premium All LED Dual Lightbar Package (Red/Blue)	2777 Hours: 5.0
	Legacy DUO 54" Lightbar w/ Full Flood Front, Alleys, and Traffic Advisor	
	295SL5A6 Combination Light/Siren Controller	
	SA315P Siren Speaker with Bracket	
STD-LED	Surface-Mount Super LED's for Grille (x2)	272 1.0 \$272.00
DLX-LED	Deluxe Whelen ION Lighthead for Inside Rear Side Windows (x2)	325 1.0 \$325.00
ST6	Low Profile Whelen T-ION 6-Head LED Lighthead for Under Tailgate (x2)	281 1.0 \$281.00
4C	4-Corner Super LED Strobe Kit (White)	545 1.0 \$545.00
HL/TL	Alternating HL/TL Flasher	126 0.5 \$126.00
CONS	Police Center Console with Cupholders and Armrest	696 \$696.00
	Includes Controller, Faceplate, Mic Clip Plate and Filler Plates	
COMP	Console Mounted Laptop Stand with Universal Laptop Tray	746 \$746.00
INST	9.5 Hours EVT Certified Lighting Installation Labor (@ \$105/hr)	997.5 \$997.50
	Includes all Wire, Loom, Hardware, and Mounting Brackets	
SIBL	LINEX Spray in Bedliner	495 \$495.00
TINT	Tint Windows to Legal Level with Windshield Strip	271 \$271.00
TTAG	Temporary Tag	6 \$6.00
DEL	Delivery	Included \$0.00
TOTAL PURCHASE AMOUNT PER VEHICLE		\$ 43,877.50

01/01/22, 8:40 AM

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WORKSHEET



1800 Buy Smart Drive • Fort Myers, Florida • (239) 916-2193 • www.samgallowayford.com

Lincoln

Date: 06/08/2022 8:40 AM
Salesperson: Robert Gran
Manager: Robert Gran

FOR INTERNAL USE ONLY

BUSINESS NAME **Pembroke Park Police Dept**
CONTACT **Wade Douty**
Home Phone:

Address : **3150 SW52ND AVE**
PEMBROKE PARK, FL 33023
Work Phone:

E-Mail : **WDOUTY@PDTTPFL.GOV**
Cell Phone: **(772) 521-5988**

VEHICLE
Stock # : **NGA31493** New / Used : **New** VIN : **1FM5K8AB3NGA31493** Mileage : **11**
Vehicle : **2022 Ford Police Interceptor Utility** Color : **OXFORD WHT**
Type : **Base All-Wheel** **K8A**

TRADE IN
Payoff : VIN : Mileage :
Vehicle : Color :
Type :

Selling Price	40,660.00
CPA	-2,981.00
Total Purchase	37,679.00
Trade Allowance	
Trade Difference	
Taxable Fees (Estimated)	6.50
Non Tax Fees	2.00
Trade Payoff	
Cash Deposit	
Balance	37,687.50

Customer Approval: Management Approval:
By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For information only. This is not an offer or contract for sale.

07/01/22, 0:40 AM

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Worksheet



Date: 06/08/2022 8:46 AM
Salesperson: Robert Gran
Manager: Robert Gran

FOR INTERNAL USE ONLY

BUSINESS NAME Pembroke Park Police Dept
CONTACT Wade Douty

Home Phone:

Address : 3150 SW52ND AVE
PEMBROKE PARK, FL 33023
BROWARD CO

Work Phone:

E-Mail : WDOUTY@PDTPPFL.GOV Cell Phone: (772) 521-5988

VEHICLE

Stock # : MC450024 New / Used : New VIN : MAJ3S2GE6MC450024 Mileage : 0
Vehicle : 2021 Ford EcoSport Color : DIAMOND WHT
Type : SE Front-wheel S2G

TRADE IN

Payoff : VIN : Mileage :
Vehicle : Color :
Type :

Selling Price

25,205.00

Total Purchase 25,205.00
Trade Allowance
Trade Difference
Taxable Fees (Estimated) 6.50
Non Tax Fees 2.00
Trade Payoff
Cash Deposit
Balance 25,213.50

Customer Approval:

Management Approval:

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For information Only. This is not an offer or contract for sale.

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles Awarded Vendor Directory

Awarded Vendor	Address	City	State	Zip Code	Sales Contact	Office Telephone	Mobile Telephone	E-mail
Alan Jay Chevrolet Cadillac Inc. dba Alan Jay Chevrolet Buick GMC Cadillac	441 US Hwy 27 North	Sebring	FL	33870	Chris Wilson	863-402-4234	863-381-3411	Chris.wilson@alanjay.com
Alan Jay Enterprises of Wauchula Inc. dba Alan Jay Chrysler Jeep Dodge of Wauchula	1405 US Hwy 17 South	Wauchula	FL	33873	Chris Wilson	863-402-4234	863-381-3411	Chris.wilson@alanjay.com
Alan Jay Ford Lincoln Mercury Inc.	3201 US Hwy 27 South	Sebring	FL	33870	Chris Wilson	863-402-4234	863-381-3411	Chris.wilson@alanjay.com
Alan Jay KIA Inc	401 US Hwy 27 South	Sebring	FL	33870	Chris Wilson	863-402-4234	863-381-3411	Chris.wilson@alanjay.com
Alan Jay Toyota	404 US Hwy 27 North	Sebring	FL	33870	Chris Wilson	863-402-4234	863-381-3411	Chris.wilson@alanjay.com
Alan Jay Nissan Inc.	1700 Flare Road	Sebring	FL	33870	Chris Wilson	863-402-4234	863-381-3411	Chris.wilson@alanjay.com
Alligator Alley Harley-Davidson	201 International Parkway	Sunrise	FL	33325	Steve Otton	954-414-4135	954-793-5167	stephen@alligatoralleyharley.com
Auto Nation Chevrolet Pembroke Pines	8600 Pines Boulevard	Pembroke Pines	FL	33024	David Fridgant	954-447-2150	954-290-9221	FridgantD@autonation.com
Bartow Ford Company	2800 US Highway 98 North	Bartow	FL	33830	Richard Weissinger	863-533-0425	813-477-0052	THEFORDTRUCKGUY@GMAIL.COM
Beck Chevrolet Buick GMC LLC	1601 Reid St	Palatka	FL	32177	Brandy Sloan	386-937-9394	386-937-9394	brandysloan@beckfleet.com
Beck Chrysler Dodge Jeep	256 Hwy 17 North	Palatka	FL	32177	Brandy Sloan	386-937-9394	386-937-9394	brandysloan@beckfleet.com
Beck Ford Lincoln	420 N Palm Ave	Palatka	FL	32177	Brandy Sloan	386-937-9394	386-937-9394	brandysloan@beckfleet.com
Bozard Ford	540 Outlet Mall Blvd	St. Augustine	FL	32084	Jeff Eason	904-436-6316	904-219-1475	govsales@bozard.com
Duval Ford LLC	1616 Cassat Ave	Jacksonville	FL	32210	Richard Tackett	904-388-2144	904-343-6266	richard.tackett@duvalford.com
FR Conversions Inc	1231 Tech Ct	Westminster	MD	21157	Michael Dumais	844-372-8267 ext 127	561-702-1979	mdumais@frconversions.com
Garber Chevrolet Buick GMC Inc.	3340 Hwy 17	Green Cove Springs	FL	32043	Ryan Davis	904-264-2442	904-476-2155	rdavis@garberautomall.com
Garber Chrysler Dodge Truck Inc.	3408 Hwy 17	Green Cove Springs	FL	32043	Ryan Davis	904-264-2442	904-476-2155	rdavis@garberautomall.com
Garber Ford Inc.	3380 Hwy 17	Green Cove Springs	FL	32043	Todd Brandt	904-264-2442	904-509-4747	tbrandt@garberautomall.com
Jeffrey-Allen Inc.	4401 US Hwy 301 N	Tampa	FL	33610	Jeffery Hernandez	800-282-6256	813-230-3644	sales@jeffrevalleininc.com
Bachrodt FT, LLC dba Palmetto Ford of Miami	7245 NW 36th St	Miami	FL	33166	Charlie Rodgers	305-470-1334	305-972-7133	crodgers@palmettofordtrucks.com
Plantation Sales Inc. dba Weston Nissan	3650 Weston Rd.	Davie	FL	33331	Alex Castano	954-888-4275	305-301-1429	acastano@westonauto.com
Rossmeyer Daytona Motorcycles Inc	1637 North US Highway 1	Ormond Beach	FL	32174	Barry Kuhnly	954-257-2073	954-257-2073	bkuhnly@brhd.com
Seminole Toyota	1160 Rinehart Rd	Sanford	FL	32771	Sam Bunte	407-302-8863	817-966-3389	sbunte@ytaig.com
Starke Motorcars LLC dba Duval Chevrolet	1901 North Temple Avenue	Starke	FL	32091	Richard Tackett	904-388-2144	904-343-6266	Richard.Tackett@duvalfleet.com
Stingray Chevrolet	2002 N. Frontage Road	Plant City	FL	33563	Peter Popiel	813-473-2002	407-221-7600	magicpeterfleet@gmail.com
Tampa Truck Center	7528 U.S. Hwy 301 N.	Tampa	FL	33637	Scott Endris	813-293-0866	813-293-0866	sendris@southporttruck.com
Terry Taylor DeLand Nissan	2600 South Woodland Blvd	DeLand	FL	32720	Howard Williams	386-734-3003	386-801-4187	howardwilliams@cfl.rr.com
Tesla	1949 Tigertail Blvd	Dania Beach	FL	33004	Sloan Cinelli	415-792-2642	415-792-2642	scinelli@tesla.com
Vatland CDJR LLC	855 US Hwy 1	Vero Beach	FL	32962	Zachary Garrison	772-567-6633	772-475-8162	zach@vatlandcdjr.com



CONTRACT ORDERING INSTRUCTIONS

The Florida Sheriffs Association Cooperative Purchasing Program welcomes you to utilize the Cooperative Purchasing Program at no cost to our purchasers. However, as a user of the program, we do request you to submit copies of all purchase orders when using the FSA CPP. Send your PO copies to COOP@flsheriffs.org

This document is designed to assist you through the purchasing process as outlined in Section 3.20 Order, of the Contract Terms and Conditions. Please familiarize yourself with the Contract Terms and Conditions sections that apply to "purchasers." A link to this document is found on each contract page.

- 1) For a complete list of offerings, select the appropriate contract from the [Cooperative Purchasing Program](#) home page.

FSA CPP currently has 6 competitive contracts:

- | | |
|--|--|
| ✓ Pursuit, Administrative and other Vehicles | ✓ Fire Rescue Vehicles and Other Equipment |
| ✓ Heavy Trucks | ✓ Ambulances and Other Equipment |
| ✓ Heavy Equipment | ✓ Tires |

- 2) Under Products and Services Available, locate the product group for your purchase interest. Each group provides a drop-down list of all products by expanding the group bar by selecting the arrow to the left of the group name.
- 3) If options need to be added to the base product, locate the options that correspond with each awarded vendor for each product specification number. All options must be discounted, and proof of discounts can be requested from the vendor.
- 4) Once your product is located, contact the awarded vendor for your zone for a quote using the Vendor Directory located just under the CPP logo on each contract page. While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.
- 5) For vehicle purchases, be sure to include your manufacturer code on your purchase order and request that the vendor use your code to enable you to track your vehicles in production. Also, please include the FSA codes on your PO. The FIN/FAN/Certification Codes for the FSA are:

Manufacturer	Code Type	FSA Code	Contact
Ford	FIN	QE065	1-800-343-5338
Fiat Chrysler Automobiles	FAN	917872	1-800-999-3533
General Motors	FAN	49313	1-800-353-3867
Nissan	Certification	FSA	FleetDistribution@Nissan-usa.com
Toyota	FIN	GE159	1-800-732-2798

- 6) Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, prior to when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.



CONTRACT ORDERING INSTRUCTIONS

- 7) A purchaser issues a purchase order to the vendor, that should include:
- Awarded vendor name and address per contract
 - The contract number and title
 - Specification number and vehicle description
 - Purchaser's federal identification number
 - Name, phone number and email address for the point of contact at the purchasing agency
- 8) **The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails are acceptable. Emails can be sent to coop@flsheriffs.org.**

We hope you enjoy your purchasing experience with our Florida Sheriffs Association Cooperative Purchasing Program and don't forget to send us a copy of your purchase order. We are available should you have questions.



Date: 6/16/2022
 Salesperson: Robert Gran
 Manager: Robert Gran
 Customer ID #: 34251793753

FOR INTERNAL USE ONLY

BUSINESS NAME	Pembroke Park Police Dept	Home Phone :
CONTACT	Wade Douty	
	3150 SW52ND AVE	
Address :	PEMBROKE PARK, FL 33023	Work Phone :
	BROWARD CO	
E-Mail :	WDOUTY@PDTPPFL.GOV	Cell Phone : (772) 521-5988

VEHICLE			
Stock # :	NGA31493	New / Used :	New
VIN :	1FM5K8AB3NGA31493	Mileage:	11
Vehicle :	2022 Ford Police Interceptor Utility	Color :	OXFORD WHITE
Type :	Base All-Wheel Drive		K8A
Market Value Selling Price		<u>40,660.00</u>	
CPA		<u>-2,981.00</u>	
Total Purchase		<u>37,679.00</u>	
Cash Deposit		<u>.00</u>	
Balance		<u>37,679.00</u>	

Customer Approval: _____ Management Approval: _____
 By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.
 *These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.

6/7/22, 1:41 PM

GPC Lookup



Government Bid Management System (GBMS)

ROBERTGRAN (R-GRAN4)

Purpose: New Bid; State: FL-Florida; FIN: KK252-TOWN OF PEMBROKE PARK; Bid Open Date : 06/07/2022; Vehicle Line: 99 - Police Vehicles; Model Year: 2022; Body Code & Name: K8A-4DR AWD POLICE ; GPC Type: All

State	Model Year	Vehicle Line	Body Code & Name	Option Discounts	GPC Req #	GPC (\$)	Price Level	Bid Open / Reference # Start Date	Reference # Issue Date	FIN	GPC Type	Reference #	Expiration Date
FL	2022	99 - Police Vehicles	K8A - 4DR AWD POLICE	View		2981	215	07/26/2021	08/28/2021		PIGGYBACK	Reveal	11/30/2021
FL	2022	99 - Police Vehicles	K8A - 4DR AWD POLICE	View		2981	215	07/26/2021	08/28/2021		PIGGYBACK	Reveal	11/30/2021
FL	2022	99 - Police Vehicles	K8A - 4DR AWD POLICE	View		2400	215	10/05/2021	12/14/2021		PIGGYBACK	Reveal	09/30/2023
FL	2022	99 - Police Vehicles	K8A - 4DR AWD POLICE	View		2100	215	08/18/2021	12/15/2021		PIGGYBACK	Reveal	09/30/2021
FL	2022	99 - Police Vehicles	K8A - 4DR AWD POLICE	View		2100	200	06/23/2021	06/23/2021		LOCAL	Reveal	

AGENDA ITEM REPORT



To:

Subject: Support Software for the Police Department

Meeting: 06 22 2022 DRAFT WORKSHOP COMMISSION MEETING - Jun 22 2022

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

STATE Contract OMNIA Partners IT Products # 4400006644

FINANCIAL IMPACT:

Annual cost is \$1620.64

RECOMMENDATION:

To purchase the software.

ATTACHMENTS:

[Quotation #0225120886 - Town Of Pembroke Park](#)



INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

Page 1 of 2

SOLD-TO PARTY 11115292

TOWN OF PEMBROKE PARK
PUBLIC SAFETY
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

SHIP-TO

TOWN OF PEMBROKE PARK
PUBLIC SAFETY
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

Quotation

Quotation Number : [225120886](#)
Document Date : 08-JUN-2022
PO Number :
PO Release :
Sales Rep : Ricardo Pryor
Email : RICARDO.PRYOR@INSIGHT.COM
Telephone : +14804096992

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Electronic Delivery
Terms of Delivery: : FOB ORIGIN
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
RSU-CLOUD-TOPP	BeyondTrust Remote Support - Subscription license - 1 concurrent user - hosted - Coverage Dates: 01-JUL-2022 - 30-JUN-2023 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 1793.99 Discount %: 9.663%	1	1,620.64	1,620.64
Product Subtotal				1,620.64
TAX				0.00
Total				1,620.64

PURCHASE ORDER REQUIREMENTS:
Quote Number:225120886

Purchase Order Number: _____

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ricardo Pryor
+14804096992
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the OMNIA Partners Technology Products, Services & Solutions Contract.

This competitively solicited contract is available to participating agencies of OMNIA Partners. OMNIA Partners assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities). Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Regarding tariff impacts on IPS contract quotes, Insight is communicating with the contracting officials on the contracts held by Insight to minimize the impact of tariffs to our clients.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

Effective Oct. 1, 2018, the U.S. government imposed tariffs on technology-related goods. Technology manufacturers are evaluating the impact on their cost and are providing us with frequent cost updates. For this reason, quote and ecommerce product pricing is subject to change as costs are updated. If you have any questions regarding the impact of the tariff on your pricing, please reach out to your sales team.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>

AGENDA ITEM REPORT



To:

Subject: Dump Trailers

Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - June 22, 2022

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

BACKGROUND INFORMATION:

Previously the Town has surplussed the dump truck belonging to the Roads & Streets Division. As a replacement we are proposing dump trailers.

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[1480_001](#)

	Status:
Myriam Jacques, Interim Public Services Director	Approved - Jun 17 2022
Robert Clark, Public Services Director	Approved - Jun 17 2022
Christian Noel, Accounts Payable	Approved - Jun 17 2022
Melissa Anderson, Town Attorney	Approved - Jun 17 2022
JC Jimenez, Town Manager	Approved - Jun 17 2022
Marlen Martell, Town Clerk	Approved - Jun 17 2022

Orlando, FL

Phone: (407) 258-3266

5311 Young Pine Rd

Orlando, FL 32829

Email: info@LoadRunnerTrailers.com



***120793* 5x10 7K Dump Trailer W/27 Sides 5 x 10**

Stock #: 120793	VIN #: 53FBN1010NF0829OR	Year: 2022
Manufacturer: Covered Wagon Trailers	Width: 60" or 5'	Length: 120" or 10'
Weight: 1990	GVWR: 7700	Color: BLACK
# Axles: 2	Axle Capacity: 3500	
URL: https://www.loadrunnertrailers.com/all-inventory?stock=120793		

MSRP \$ 9,022.00

Price \$ 7,545.00

Description

\$181 PER MONTH! or 18 MONTHS NO INTEREST!

APPLY ONLINE AT <https://www.loadrunnertrailers.com/financing>

UPGRADES ON THIS TRAILER:

- > * Spare Tire Mount
- > * LED Running Lights Clearance Lights Turn Signals and Brake Lights
- > * Angle Rail
- > * Ramps (Additional \$200)
- >

ADDITIONAL STANDARD FEATURES:

- > * Tarp Kit Brackets
- > * 10 GA Sides

- > * 10 GA 1 Peice Floor
- > * Tie Down Bar
- > * Lockable Tongue Mounted Pump & Battery Box
- > * Heavy Duty Channel Tongue
- > * 10000 Lb. Hydraulic Cylinder
- > * 7 Way RV Plug
- > * 2 5/16 Coupler
- > * Heavy Duty Channel Main Frame
- > * Electric Brakes
- > * Easy Lube Hubs
- > * Steel Belted Radial Tires
- > * LED Sealed Beam Lights
- > * Full Width Heavy Duty Rear Hinge
- > * Barn Doors
- > * Stake Body Pockets
- > * 4x2 Tube Uprights
- > * Spare Tire Mount
- > * 4x2 Tube Rail
- > * Deck Height 26-27
- > * 7K Top Wind Jack
- > * Interstate Deep Cycle Marine Battery
- > * J Hooks for Tarp Control
- > * 12V 5 A Charger
- > * Power Up/Power Down
- > * High Solids Polyurethane Paint
- > * Emergency Break Away Switch
- > * Grommet Mount Wiring

www.LoadRunnerTrailers.com

407-258-3266

ORLANDO

5311 Young Pine Rd - Orlando FL 32829

****POSTS ARE BUILT AS ACCURATELY AS POSSIBLE BUT OCCASIONALLY ERRORS AND OMMISSIONS OCCUR.**

**** PRICES MAY VARY DUE TO SHIPPING AND OPTIONS ON CURRENT INVENTORY. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE AND ARE BASED ON GREEN CASH OR CERTIFIED BANK/FINANCIAL INSTITUTION CHECK. CERTIFIED FUNDS VIA BANK/FINANCIAL INSTITUION ARE SUBJECT TO BANK/FINANCIAL INSTITUTION BEING OPEN AND WILLING TO VERIFY VALIDITY OF CERTIFIED CHECK.**

****CREDIT CARDS ACCEPTED BUT ARE SUBJECT TO A CONVENIENCE FEE.**

***PLEASE CALL FOR AVAILABILITY. WE ARE A HIGH VOLUME DEALER. TRAILERS CAN BE SHIPPED TO ANY OF OUR LOCATIONS WITHIN 3-7 DAYS ADDITIONAL TRANSPORT FEES APPLY..**

***Delivery to your door available additional fees apply. PICTURES MAY SHOW OPTIONS NOT**

INCLUDED IN PRICE.

120793 5x10 7K Dump Trailer W/27 Sides 5 x 10 | D60-10T3-27S

DUMP Used Old New tralor trailr Good Credit Programs No Credit Bad Credit Brograms Rent to Own Rent 2 Own Rent2Own No Money Down 100% Financing \$0 down Anderson Big Dump Big Tex BigTex Big-Tex Bumper Pull Bumper-Pull Caliber Car Hauler Car Haulers Double Piston Drop N Go Dump Dump N Go Dumping Dumps Equipment Haulers Fifth Wheel Gator Heavy Duty Hydraulic Hydrolic Equipment Hauler Iron Bull Lamar Lamar Landscaping Large Load Trail LoadTrail Load-Trail Loudo Medium Norstar Pintle Piston PJ Pre-Owned Pro Trac scissor lift Small Small Dump Taylor Texas Pride Top Shelf Toy Hauler Toy Haulers Tractor Hauler Tractor Haulers trailer trailers Traxx Twin Piston U Dump Factory Direct

Ft Lauderdale, FL

Phone: (954) 282-8127

19681 SW 69th PL

Ft Lauderdale, FL 33332

Email: info@LoadRunnerTrailers.com



***121168* 6x12 4' Walls Dump Trailer |5 Ton 48 Sides Dumps & Trailers 6 x 12**

Stock #: 121168

VIN #: 53FBN1221NF0729FT Year: 2022

Manufacturer: Covered Wagon Trailers

Width: 72" or 6'

Length: 144" or 12'

Weight: 2650

GVWR: 10989

Color: BLACK

Axles: 2

Axle Capacity: 5200

URL: <https://www.loadrunnertrailers.com/all-inventory?stock=121168>

MSRP \$ 13,099.00

Price \$ 11,049.00

Description

\$260 PER MONTH! or 18 MONTHS NO INTEREST!

APPLY ONLINE AT <https://www.loadrunnertrailers.com/financing>

UPGRADES ON THIS TRAILER:

- > * Spare Tire Mount
- > * LED Running Lights Clearance Lights Turn Signals and Brake Lights
- > * Steel Belted Radial Tire Upgrade
- > * Angle Rail
- > * 7K Jack
- > * Ramps (Additional \$200)
- >

ADDITIONAL STANDARD FEATURES:

- > * Tarp Kit Brackets
- > * 10 GA Sides
- > * 10 GA 1 Peice Floor
- > * Tie Down Bar
- > * Lockable Tongue Mounted Pump & Battery Box
- > * Heavy Duty Channel Tongue
- > * 10000 Lb. Hydraulic Cylinder
- > * 7 Way RV Plug
- > * 2 5/16 Coupler
- > * Heavy Duty Channel Main Frame
- > * Electric Brakes
- > * Easy Lube Hubs
- > * Steel Belted Radial Tires
- > * LED Sealed Beam Lights
- > * Full Width Heavy Duty Rear Hinge
- > * Barn Doors
- > * Stake Body Pockets
- > * 4x2 Tube Uprights
- > * Spare Tire Mount
- > * 4x2 Tube Rail
- > * Deck Height 26-27
- > * 7K Top Wind Jack
- > * Interstate Deep Cycle Marine Battery
- > * J Hooks for Tarp Control
- > * 12V 5 A Charger
- > * Power Up/Power Down
- > * High Solids Polyurethane Paint
- > * Emergency Break Away Switch
- > * Grommet Mount Wiring

www.LoadRunnerTrailers.com

954-282-8127

FT LAUDERDALE | PEMBROKE PINES

Ft Lauderdale - 19681 SW 69th PL | Pembroke Pines - 19681 Dunn Raven Pass

****POSTS ARE BUILT AS ACCURATELY AS POSSIBLE BUT OCCASIONALLY ERRORS AND OMISSIONS OCCUR.**

**** PRICES MAY VARY DUE TO SHIPPING AND OPTIONS ON CURRENT INVENTORY. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE AND ARE BASED ON GREEN CASH OR CERTIFIED BANK/FINANCIAL INSTITUTION CHECK. CERTIFIED FUNDS VIA BANK/FINANCIAL INSTITUTION ARE SUBJECT TO BANK/FINANCIAL INSTITUTION BEING OPEN AND WILLING TO VERIFY VALIDITY OF CERTIFIED CHECK.**

****CREDIT CARDS ACCEPTED BUT ARE SUBJECT TO A CONVENIENCE FEE.**

***PLEASE CALL FOR AVAILABILITY. WE ARE A HIGH VOLUME DEALER. TRAILERS CAN BE SHIPPED TO ANY OF OUR LOCATIONS WITHIN 3-7 DAYS ADDITIONAL TRANSPORT FEES**

APPLY..

*Delivery to your door available additional fees apply. PICTURES MAY SHOW OPTIONS NOT INCLUDED IN PRICE.

121168 6x12 4' Walls Dump Trailer | 5 Ton 48 Sides Dumps & Trailers 6 x 12 | D72-12T5-50S

DUMP Used Old New tralor trailr Good Credit Programs No Credit Bad Credit Brograms Rent to Own Rent 2 Own Rent2Own No Money Down 100% Financing \$0 down Anderson Big Dump Big Tex BigTex Big-Tex Bumper Pull Bumper-Pull Caliber Car Hauler Car Haulers Double Piston Drop N Go Dump Dump N Go Dumping Dumps Equipment Haulers Fifth Wheel Gator Heavy Duty Hydraulic Hydrolic Equipment Hauler Iron Bull Lamar Lamar Landscaping Large Load Trail LoadTrail Load-Trail Loudo Medium Norstar Pintle Piston PJ Pre-Owned Pro Trac scissor lift Small Small Dump Taylor Texas Pride Top Shelf Toy Hauler Toy Haulers Tractor Hauler Tractor Haulers trailor trailers Traxx Twin Piston U Dump Factory Direct

AGENDA ITEM REPORT



To:

Subject: Surplus vehicles & equipment

Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - June 22, 2022

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

RECOMMENDATION:

We are recommending that the following equipment be declared salvage and disposed of.

ATTACHMENTS:

[1482_001](#)

	Status:
Myriam Jacques, Interim Public Services Director	Approved - Jun 17 2022
Robert Clark, Public Services Director	Approved - Jun 17 2022
Christian Noel, Accounts Payable	Approved - Jun 17 2022
Melissa Anderson, Town Attorney	Approved - Jun 17 2022
JC Jimenez, Town Manager	Approved - Jun 17 2022
Marlen Martell, Town Clerk	Approved - Jun 17 2022

Memo

To: Town Commission
J.C. Jimenez, Town Manager

From: Stephanie Woodbury, Project Manager

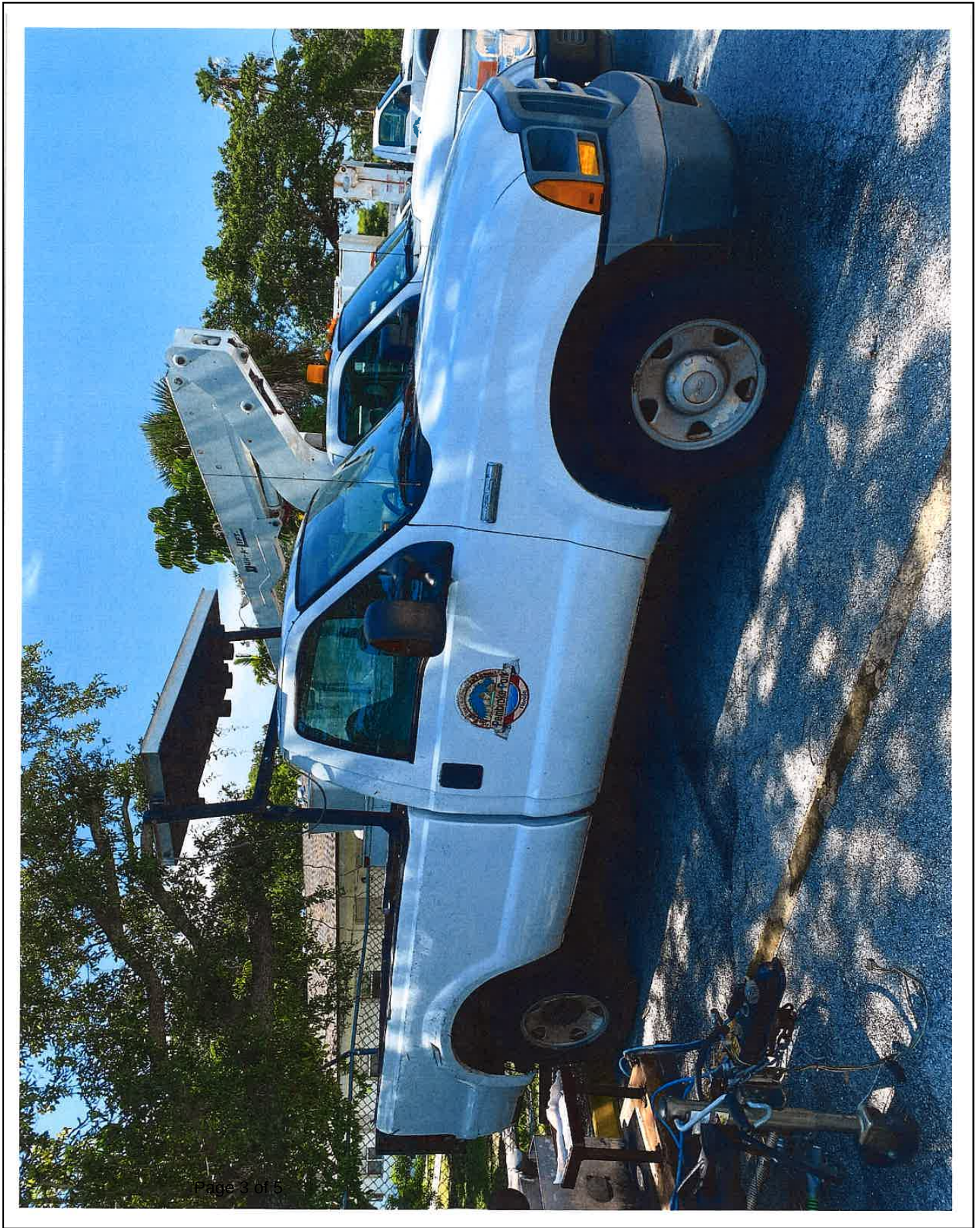
cc: Christian Noel, Finance Department

Date: June 16, 2022

Re: Salvage Equipment

The Public Works Department has vehicles that are well beyond its useful life and needs to be disposed of. I am therefore recommending that the following equipment be declared salvage and disposed of.

Equipment	Description	Vin Number	Condition	Asset Number
Truck #21	2005 Ford F250	1FTNF20505EB30902	Costly repairs	227.0
Truck #22	2007 Ford F250	1FTNK205X7EB11659	Costly repairs	237.0
Trailer	1996	Tag # 1519	Non repairable	219.0



Page 3 of 5



6/8/2022
PEMBROKE PARK
672271

Pines Ford Lincoln
8655 Pines Blvd.
Pembroke Pines, FL 33024
WWW.Pinesford.com
954-443-7100

VIN# 1FTNX205X7EB11659

Truck #22

Description of Repairs:

	LABOR	Parts
REPLACE BODY MOUNTS	\$960.00	\$70.70
BODY MOUNT 7C3Z*1000154*LB		\$77.96
SHIM 3C3Z*1000145*AA		\$104.24
INSULATOR 2C3Z*1000154*KA		\$172.94
REPLACE LEAF SPRINGS 6C3Z*5560*F	\$720.00	\$1,109.56
REPLACE SHOCKS BU2Z*18V125*F	\$160.00	\$183.64
REPLACE ENGINE ASSEMBLY 5C3Z*6006*ARM	\$4,160.00	\$5,065.33
MISC PARTS		\$754.37
ALIGN	\$159.95	

Total Labor	\$6,159.95
Total Parts	\$7,538.74
Shop Supplies	
Sub total	\$13,698.69
Tire Tax	
Tax	\$958.91
Grand Total	\$14,657.60

The state of Florida requires a \$1.00 fee to be collected for each new tire sold in the state (s.403.718)
and a \$1.50 fee to be collected for each battery sold in the state (s.403.7185).

State certification #MV-08621

Estimate is good for 30 days from issue



Page 5 of 5

#



LIFT STATION #17

Emergency Repairs

The Town of Pembroke Park has experienced a catastrophic failure of some electro-mechanical components at LS# 17 due to the aftermath of June 3rd's Tropical Cyclone (TS Alex)

Robert Clark

#

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov

From: Public Services Department
To: JC Jimenez, Town Manager.
Date: Tuesday, June 07, 2022
Re: After Action Report
Potential Tropical Cyclone (Tropical Storm Alex)



Force Main Leak

On or about 3:30pm Monday June 6, 2022, I received a call from Superintendent Juan Yequi alerting me to the condition of the Force Main Lift Station at 3615 SW 52nd Ave, FL. 33023. After receiving the call, I went out to LS#-17 to check the system and to ensure that everything was closed and secure for the night. At approximately 6:30 pm, I received a call from Superintendent Yequi to inform me of a report of sewage extruding from the manhole near LS#-17. I requested that he return to work and supervise the cleanup. Mr. Yequi enlisted the assistance of DPSD Jacques and they were able to dispatch a Pump/Vac truck to mitigate the overflow. I arrived on scene at approximately 21:15 to find Mr. Yequi and Ms. Jacques already on scene. At which time I began to assist with the cleanup efforts. The team was able to pump out to an acceptable level and secure for the evening. (Midnight)

We engaged the services of C&I construction with whom we already have a business relationship. C&I construction is continuing to assist with the work necessary for the cleanup and repair. At present, we have a bypass pump installed. (Owned by C&I Construction)

We uncovered a variety of equipment failures within the Force Main system. Mr. Yequi and I are working towards a solution with the help of a variety of vendors and consultants to bring our system back into 100% capacity.) *See attached photos*

I will continue to update as the assessment and/or need arise.

Respectfully Yours,

Rob

Robert Clark



Robert Clark
Public Services Director, Town of Pembroke Park
954.966.4600 EXT 212 rclark@tppfl.gov
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023







Town of PembrokePark

3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov#



From: Public Services Department
To: Town Commission.
Date: Wednesday, June 22, 2022
Re: Emergency Repairs
Potential Tropical Cyclone (Tropical Storm Alex)

Lift Station #17

In an effort to maintain readiness and efficiency within the town's infrastructure, I respectfully request the Commission's support for Emergency repairs to Lift Station #17. As mentioned in the June 6, 2022, report to the Town Manager. The town experienced a catastrophic failure to an integral part of the Wastewater System. Due to supply chain and labor issues, the repair is taking longer than usual to complete. The Wastewater Sewer Department was able to enlist the Support of C&I Construction and Design and Miami Industrial Motors to expedite the necessary repairs. A repair timeline is not available but the authority to move forward is paramount in the case of another storm. The Town's infrastructure is aged and lack the capacity to support the needs of the Town in the present state.

As Public Services Director, I request the authority to approve \$35,000 from the Stormwater Sewer Funds to make the necessary.

Respectfully Submitted,

Robert Clark



Robert Clark
Public Services Director, Town of Pembroke Park
954.966.4600 EXT 212 rclark@tppfl.gov
www.tppfl.gov
3150 SW 52nd Ave Pembroke Park, FL 33023



General Contractor
14031 SW 143rd Court, Miami, Florida 33186
Phone: (305) 255-6067 Fax: (305) 430-1747
Email: info@cicdinc.com

Proposal Submitted To:

Myriam Jacques
Town of Pembroke Park 3150 SW 52nd Ave Pembroke Park, FL 33023
Pump Station 17
Town of Pembroke park

Date:
June 15, 2022

Attention:

Reference:

Replace discharge valves at PS 17

Scope of Work

Phone:

954-966-4600

Cell Phone:

Fax #

We hereby propose to furnish labor, equipment, tools and material to complete reference work and include the following:

1. Mobilization
2. Replace 2 Gate Valves
3. Replace 2 check valves
4. Replace 2 spool pieces
5. Install Stainless Steel Bolts and Nuts
6. By Pass Delivery, Installation.

Exclusion:

• All Permits Fees	• Utility and permit fee
• Any Additional Materials	• Level cable
• Pumps Installation	• Pumps cable
• Cleaning Wet Well	• Float Switches

We propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:

Authorized Signature:

\$19,300.00

Nineteen Thousand Three
Hundred and 00/100 Dollars

Miami Industrial Motors Inc.

8252 NW 58 Street
Doral, Florida 33166
Tel. 305-593-2370
Fax 305-592-3155

Estimate

Date	Estimate #
6/9/2022	7278

Name / Address
Town of Pembroke Park 3150 W. 52nd. Avenue Pembroke Park, Florida 33023 USA

P.O. No.	Terms	Rep	Project

Item	Description	Qty	Total
1	Attention: Mr. Clark Jr. Two WEG electric motor: HP. 30, RPM. 1800, Volts 230/460, Frame 286T, Enclosure ODP, Hertz. 60, Cat# 030180T3286T Job to do: Rewind stator, replace ball bearings, test run. (\$1880.00 each) Note: This is a pre-estimate only, Due to the severe rust in the lamination a core test has to be performed after stripping the stator of the winding and then determine a final price of repair. Sales Tax	2	3,760.00 0.00
Thank You, Albert J. Garcia.		Total	\$3,760.00

Signature _____

Phone #	Fax #	E-mail
305-593-2370	305-592-3155	miamiindmotors@bellsouth.net

Miami Industrial Motors Inc.

8252 NW 58 Street
Doral, Florida 33166
Tel. 305-593-2370
Fax 305-592-3155

Invoice

Date	Invoice #
6/16/2022	9783

Bill To
Town of Pembroke Park 3150 W. 52nd. Avenue Pembroke Park, Florida 33023 USA

Ship To
Town of Pembroke Park 3150 W. 52nd. Avenue Pembroke Park, FL 33023 USA

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	AG	6/16/2022	Customer pick...		
Quantity	Item Code	Description			Price Each	Amount
1		Attention: Mr. Clark Jr.				
		New WEG electric motor: HP. 30, RPM. 1800, Volts 230/460, Frame 286T, Enclosure ODP, Hertz. 60, Cat# 030180T3286T			2,940.00	2,940.00T
		Sales Tax			7.00%	205.80
All work is complete.					Total	\$3,145.80

AGENDA ITEM REPORT



To:

Subject: Lake Shore Drive - annual reimbursement for maintenance

Meeting: 06 22 2022 DRAFT WORKSHOP COMMISSION MEETING - Jun 22 2022

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

BACKGROUND INFORMATION:

On an annual basis the Town splits the maintenance costs for Lake Shore Drive with Park Lake Estates.

FINANCIAL IMPACT:

Total costs for 2021 and 2022 is \$3,000

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[1487_001](#)

	Status:
Christian Noel, Accounts Payable	Approved - Jun 17 2022
Melissa Anderson, Town Attorney	Approved - Jun 17 2022
JC Jimenez, Town Manager	Approved - Jun 17 2022
Marlen Martell, Town Clerk	Approved - Jun 17 2022

AGENDA ITEM REPORT



To:

Subject: Purchase of Bypass Pump

Meeting: 06 22 2022 DRAFT WORKSHOP COMMISSION MEETING - Jun 22 2022

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

BACKGROUND INFORMATION:

The bypass pump will be used on temporary basis during an emergency situation.

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[City of Town of Pembroke Park - PSAV06162022Q - 6x4 demo bypass pump](#)

	Status:
Christian Noel, Accounts Payable	Approved - Jun 17 2022
Melissa Anderson, Town Attorney	Approved - Jun 17 2022
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None



TRADEWINDS®

POWER CORP

5820 NW 84th Avenue • Miami Florida 33166
Tel 305 592 9745 • FAX 305 592 7461

Filters
Pump Sets
Power Units
Generator Sets
Automatic Engine Controls

TO: Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, Fl. 33023
Tel: (954) 966-4600
Attn: Mr. Robert Clark
Public Services Director
rclark@tpofl.gov

Quotation # PSAB06162022Q
June 18, 2022

6" x 4" mobile Pump

Florida Sheriffs Association Contract No. No. FSA20 - EAU18.0, Spec #277.

Amount	Description	Each	Extended						
1	Model TPK 064750 Base Awarded Tradewinds Pump Package under FSA Contract No. FSA20-EQU18.0, Spec # 277. Upgrade package to TMDCWAS-A-64-FS option. Duty Point: 1100GPM @ 90 TDH Suction Size: 6" Discharge Size: 4" Minimum Solids Size: 3" Priming Assist: 50 CFM Vacuum Assist. Engine: > Tier 4 Compliant, Doosan D24 engine with an Intermittent rating of 64hp @ 1800 RPM > Four (4) Cylinder, four cycle, diesel engine > Water cooled, Turbo Charged > Electronic governor > 12v electric starter motor > Critical muffler and rain cap Pump: > 6" Suction and 4" discharge with ANSI 150# flat-faced flanges > Standard ASTM A36 fabricated steel suction/priming spool > Standard ASTM A48, class 40 cast iron volute wear ring > Standard ASTM A536 Grade 65-45-12 ductile iron construction on suction cover > Volute, Volute cleanout cover, back plate. > ASTM A743 CA6NM hardened chromium, stainless steel, impeller > Standard ASTM A48, Class 30/35 pump bracket, SAE engine bracket, and Bearing housing. > Single mechanical seal with silicon-carbide faces, viton elastomer, 300 Series > Stainless steel hardware and spring seal system designed For indefinite dry Running. > Chopper impeller inlet > ASTM A747 CB7Cu-1 17-4 stainless steel pump shaft > 50 CFM high lift pump > Low seal oil level alarm sensor > 6" Galvanized quick coupler fitting for pump inlet > 4" Galvanized quick coupler fitting for pump outlet Engine Controller: [TAUTO-FS] Tradewinds microprocessor controller providing necessary features for engine operation as follows: <table><tr><td>Engine Oil Pressure</td><td>Engine Water Temperature</td></tr><tr><td>Engine Hour Meter</td><td>Engine RPM</td></tr><tr><td>Engine DC Volts</td><td>Engine Fault Codes</td></tr></table> Aluminum Powder Coated Weather Enclosure: [TPK4-SA-FS] .090 marine grade 5058 aluminum sound enclosure with vertical air discharge, stainless steel hardware, keyed alike and removable doors, and finished Painted a white Standard PPG Powder Coat. Enclosure is rated for estimated 66db @ 21' Enclosure shall also be complete with twist lock float ball connections, 120vac., 1ph, A/C input power for battery charger, stainless steel JIC suction and return bulk head fittings connected two (2) internally mounted brass ball valves, stainless steel JIC oil and water drain lines connected to two (2) internally mounted brass ball valves, and two (2) four inch liquid filled suction and discharge stainless steel, liquid filled, and supplied with inline dampers on each gauge.	Engine Oil Pressure	Engine Water Temperature	Engine Hour Meter	Engine RPM	Engine DC Volts	Engine Fault Codes	54,824	54,824
Engine Oil Pressure	Engine Water Temperature								
Engine Hour Meter	Engine RPM								
Engine DC Volts	Engine Fault Codes								
		40,600	40,600						
		Inc.	Inc.						
		Inc.	Inc.						

Page 2 of 3

Page 1 of 2



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5820 NW 84th Avenue • Miami Florida 33166
Tel 305 592 9745 • FAX 305 592 7461

Filters
Pump Sets
Power Units
Generator Sets
Automatic Engine Controls

TO: Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, Fl. 33023
Tel: (954) 966-4600
Attn: Mr. Robert Clark
Public Services Director
rclark@tpopf.gov

Quotation # PSAB06162022Q
June 18, 2022

6" x 4" mobile Pump

Amount	Description	Each	Extended
	Subbase trailer fuel tank. [TPC-4TRAIL-FS] & [TMDCWAS-A-64-FS] Aluminum Fuel tank to be rated for 100 gallons with, lockable fuel fill cap, suction and return, Fuel level transducer and low fuel level alarm sender, corrosion resistant paint, Street legal 7,000lb trailer equipped with D.O.T. approved running lights, fenders, chains, military type towing ring, hydraulic brakes, license plate, leveling jacks at rear with sand shoes, and torque spring axles. Brakes are equipped with back-up dump valve. allowing the trailer to be pushed back with out the brakes being applied. Trailer is equipped to carry the following hose stored locked at rear with covered opening. Each hose is equipped with one "C" & "E" coupler installed at either end and rubber seal.	7,272	7,272
3	6" Suction hose: [TPC-65H-FS] Clear 6" X 10' rigid suction hose with type C & E camlock and mating adaptor flange. 10 spare seals will be supplied. Total hose to be supplied: Suction = 30'	2,107	6,321
12	4" 250psi discharge hose: [TPC-4-SH-FS] 250psi, 4" X 7.5' rigid discharge hose with type C & E camlock and mating flange adapter 10 spare seals will be supplied.	899	10,788
	T-SS-6x6-FS 6 and 4 inch stainless steel camlock connectors Total hose to be supplied: Discharge = 72' Total hose length - 102'	3,407	3,407
	T6 - Cap-FS One (1) 6" and one (1) 4 inch cap for unit suction and discharge.	959	959
	Service lights: [TLIT-ENC-I-FS] Supply and install LED interior enclosure maintenance lights with 60 minute timer.	1,282	1,282
	Perimeter lights: [TLIT-ENC-E-FS] LED perimeter service area lights, 12vdc, 1 for each side of the enclosure (4 lights total), with 60 min timer.	1,379	1,379
	Service work light: [TLIT-L1-FS] Two (2) Spectra LED, 15,000 lumens aluminum telescoping work light that rotates 360 degrees. Each light is mounted in an aluminum adjustable housing for maximum life.	4,275	4,275
	Battery, battery rack, battery cables and 120vac, 1ph input, 6 amp, 12vdc output battery charger. Roof mounted, 140watt, 12vdc, solar panel wired to onboard waterproof solar controller displaying the system voltage as well as the state of the battery condition. The controller is also equipped with a battery temperature sensor to maximize charging efficiency. 2yr/1500hr warranty 12vdc, air compressor with two (2) 5 gallon air tanks for general purpose. Nott continuous duty. 5000watt, DC to AC for general 120vac, 1ph, power use. Not continuous duty. Upgrade engine alternator to 400amp peak for above accesories along with increasing battery size. Two (2) operational and maintenance manuals. Initial fill of antifreeze and oil.	1,480	1,480
	Sub Total, FOB our warehouse, Miami, Florida		132,587
	Onsite Start-up, and performance test with operation Training performed during same day.		Included
	Delivery to The Town of Pembroke Park, Fl. Curbside. Fuel by others.		Included
	Total		\$132,587
	State & Local Tax as Applicable		
	Estimated Shipping date from receipt of order: 18 - 22 Weeks		
Price Validity: 60 days; 15% Cancellation Charge for Restocking.			
Wire-Transfer: Tradewinds Power Corp Division of Southeast Diesel Corp			
F/B/O Wells Fargo Bank			
Acct# 4945741023 ABA# 121000248			
Page 3 of 3			
		Abraham Vargas	







AGENDA ITEM REPORT



To:

Subject: Public Works Auxiliary Storage Facility for Police Station Build-Out

Meeting: AGENDA WORKSHOP COMMISSION MEETING - June 22, 2022

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

BACKGROUND INFORMATION:

The proposed storage facility will be for our lawnmowers, equipment, etc that needs to be removed from the garage area.

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[storage](#)
[storage_1](#)
[storage_2](#)
[storage_3](#)
[storage_4](#)
[storage_5](#)
[storage_6](#)
[storage_7](#)
[storage_8](#)

Status:

Christian Noel, Accounts Payable	Approved - Jun 17 2022
Melissa Anderson, Town Attorney	Approved - Jun 20 2022
JC Jimenez, Town Manager	Approved - Jun 21 2022
Marlen Martell, Town Clerk	Approved - Jun 22 2022





















To: To the Honorable Mayor Jacobs, Vice Mayor Dieuveille and Clerk-Commissioner Hodgkins
From: Christian Noel
Date: June 14, 2022
Acting Interim Finance Director Temporary Salary Adjustment

Hello Commissioners

After the departure of the previous Finance Director, Town Manager Jimenez and the Commission asked that I perform the day-to-day duties of the Finance Director until a suitable candidate has been hired.

Along with maintaining my duties at the Accounts Payable/ Purchasing Clerk, some additional duties would include (but not limited): submitting the APRA report, reviewing payroll, assisting other departments with questions regarding the budget, journal entries, public records request, etc. I've also worked with the Building Department regarding the BTR transition, ordering and issuing the new Synovus credit cards, closing the old credit accounts and working with the Financial Consultants to assure that all aspects Finance Department continue to operate accordingly until a new Finance Director is appointed.

The Personnel Manual states that when promoted to a new position, an employee may receive up to a 10% increase. However, based on my current salary \$70,553.60 (which was recently increased by 5%) and my current level of responsibility, I am requesting a temporary salary adjustment to \$95,000.00 effective April 14, 2022. Once the new Finance Director starts and my services in that role are no longer needed, my pay will then return to my current rate.

The salary range for the Finance Director position at the Town is \$86,000.00-\$126,000.00. I am requesting the lower end however; I have maintained both positions and will continue to do so as long as I am needed. The difference in pay would be approximately \$11.75 per hour (based on a 40 hour work week).

It has been my pleasure serving the Town and assisting the Commission, Town Manager, Department Heads and staff during this experience and I greatly appreciate all of the support and confidence that everyone has had in me.



Examination of the CPSM Staffing and Cost Report

PEMBROKE PARK POLICE DEPARTMENT



Cost and Issues

- ▶ \$46,800 or approximately \$454.00 per page (103 pages)
- ▶ The town was called **Pembroke Pines** rather than **Pembroke Park** in a location
- ▶ Charts are repeated on pages 94 and 95 from those on pages 8-9
- ▶ Page 10 contains a spelling error in the second paragraph.
- ▶ Pages 19-26 address calls for service indicating up to 7- and 8-units Pembroke Park only has 2 BSO patrol zones
- ▶ Page 30 – in Table 5-10, Staff allocation, no AA, making the count wrong, 31 is the number. Org chart - No AA



Cost and Issues Cont'd

- ▶ “While we focused on calls within Pembroke Park, **at times** we expanded our analysis to include the entire South Broward District”.
- ▶ “For these reasons, the deployment section **covers all South Broward District Patrol Units.**”
- ▶ Wide range call count: 4,649 to 6,785



Scope of the Report

2 critical questions to answer:

- ▶ What are the staffing needs of the police department?
- ▶ Given the staffing needs, what is the estimated cost of running the department compared to the current BSO contract?



The Report & It's Data

- ▶ FBI Uniform Crime Report BSO CAD system.

Crime Rate:

- ▶ Points out Pembroke Park has the 3rd highest crime rates among similar size cities/ towns.
- ▶ Page 9 contained UCR data showing the town clearance rates.
- ▶ Rates are well below the state and national average for cases closed.



Response Times

Winter / Summer:

- ▶ Winter: 16 minutes (15.9)
- ▶ Summer: 20 minutes (20.2)

PEMRBOKE PARK POLICE DEPARTMENT



Where do the units spend their time?

- ▶ BSO Pembroke Park units answered 57% of the calls in town
- ▶ 39% of the calls in West Park (-4%)
- ▶ BSO West Park Units answered 22% of the calls in Pembroke Park
- ▶ MATH:
 $57\% + 22\% = 79\%$ what's the other 21%?



CPSM “Rule of 60”

- ▶ Units should not be saturated with calls for service during more than 60% of the work hours.
- ▶ Calls per year 6,785
- ▶ Calls per day 19 (18.6) remove the 30 second calls= 17 (17.4) calls
- ▶ Time spent on calls 87 minutes per call (86.9)
- ▶ Work hours per day 25 ¼ hours



CPSM Staffing Suggestion

- ▶ 5 officers and a sergeant = (6) per shift = **144** work hours per day (20 officers), (31 total staff)
- ▶ Remove the sergeant = (5) Per shift = **120** work hours per day
- ▶ Based on **120** work hours equals 21 % work hours on calls



Our Staffing Suggestion

- ▶ **3 officers and a sergeant** = (4) per shift = **96** work hours per day (12 officers), (24 total staff)
- ▶ Remove the sergeant (3) Per shift = **72** work hours per day
- ▶ 72 work hours equals **35 %** work hours on calls



Officer “per thousand” Population Comparison

- ▶ The Bureau of Justice Statistics shows an average of **2.1**
- ▶ Pembroke Park **6,720** full-time residents /Winter population **13,432**
- ▶ **10,074** times **2.1**sworn officers = **21**



Comparable Cities/Towns in Florida

- ▶ Juno Beach 3,463 ratio of **4.33** per 1,000 **15 sworn** (Palm Beach)
- ▶ Indian Harbor Beach- 8,751 ratio of **2.40** pre 1,000 **21 sworn** (Brevard)
- ▶ Medley- 955 population ratio of **38.19** per 1,000 **38 sworn** (Miami – Dade) (Largely commercial)



The Cost

- ▶ Current BSO \$300,000.00 / month
3,600,000.00 / Year
- ▶ CPSM suggestion 28 sworn 3 civilian positions
\$4,580,213.00
- ▶ PPPD with 21 sworn 3 civilian positions
3,773,361.00* (includes LOAN RE-PAYMENT)
(\$276,000.00*)
- ▶ \$3,497,361.00* W/O Loan Payment



Additional Budget Factors

- ▶ Grants
- ▶ BSO received a \$60,000.00 construction zone safety grant – Budget impact?



The Town's own Police Benefit

- ▶ Additional units in the town
- ▶ Units that know the town / faster response times
- ▶ Accountability for:
 - ▶ Crime rates
 - ▶ Crime clearance rates
 - ▶ Local delivery of community-oriented services
 - ▶ True community-based policing



We are a Team

We are a team, not the police department, but rather the entire town staff. We are here to deliver the best possible service to the residents, business owners, and visitors.

In doing so, we are being good stewards of the tax dollars.

RESOLUTION NO. 2022-009

A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A
TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2022-23
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (the “Town”) is required by Florida Statute Section 200.065(2) to adopt a Resolution setting the millage rate to be levied; and

WHEREAS, the Statute further requires that the Resolution shall state the percent, if any, by which the millage rate to be levied exceeds the rolled-back rate as computed by the Office of the Property Appraiser of Broward County; and

WHEREAS, the tentative millage is the rolled-back rate determined in accordance with the provisions of Section 200.065(1), Florida Statutes, in that the rolled back rate computed as aforesaid is 7.8270 and the proposed millage rate is 8.5, which is 8.60 percent more than the rolled-back rate; and

WHEREAS, a tentative budget hearing on the millage rate has been scheduled for 6:00 p.m. at Town Hall on September 14, 2022, and the final public hearing has been scheduled for 5:00 p.m. at Town Hall on September 28, 2022

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

SECTION 1. The Town Commission hereby adopts an 8.5 tentative operating millage rate.

SECTION 2. The Town Commission hereby finds and declares that the operating millage rate adopted by this Resolution is 8.5, which exceeds the current year rolled-back rate by 8.60%.

SECTION 3. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed.

SECTION 4. This resolution shall become effective upon its passage and adoption by the Town Commission.

PASSED AND ADOPTED, this 13th day of July 2022.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

MELISSA P. ANDERSON, ESQ
Town Attorney

RESOLUTION NO. 2022-008

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPOINTING AS FINANCE AND BUDGET DIRECTOR FOR THE TOWN OF PEMBROKE PARK; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 24, Article III, Division 2, Town of Pembroke Park (the “Town”) Code of Ordinances, created the office of Finance and Budget Director and provides for the appointment, compensation, duties, responsibilities, and related matters for the office of Town’s Finance and Budget Director; and

WHEREAS, the Town Commission desires to appoint _____ as the Town’s Finance and Budget Director.

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

Section 1: That the Town Commission hereby selects and hires _____ to serve as the Finance and Budget Director for the Town of Pembroke Park.

Section 2: That _____ shall serve as Finance and Budget Director at the pleasure of the Town Commission.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 13th day of July, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

MELISSA P. ANDERSON, ESQ
Town Attorney

AGENDA ITEM REPORT



To: Building
Subject: Resolution Declaring "Zoning in Progress" for Medical Marijuana Dispensaries
Meeting:
Department: Building
Staff Contact: Miguel Nunez, Building Official

BACKGROUND INFORMATION:

Adopting of a zoning in progress resolution would put a pause upon the acceptance of development order applications relating to medical marijuana dispensaries, medical marijuana retail centers and medical marijuana treatment centers within the Town in order to allow Town staff to evaluate whether changes to the Town's Land Development Regulations in regard to such medical marijuana dispensaries and treatment centers is necessary to protect the public's health, safety, and morals, and general welfare.

POLICY IMPLICATIONS:

Limit the number of medical marijuana dispensaries and treatment centers in the Town

RECOMMENDATION:

Approve the "Zoning in Progress" Resolution

ATTACHMENTS:

[Planning Marijuana Dispensary Moratorium 07 13 2022 meeting](#)
[2022-010 zoning in progress dispensaries 2022](#)

	Status:
Miguel Nunez, Building Official	Approved - Jul 01 2022
Christian Noel, Accounts Payable	Approved - Jul 03 2022
Melissa Anderson, Town Attorney	Approved - Jul 06 2022
JC Jimenez, Town Manager	Approved - Jul 06 2022
Marlen Martell, Town Clerk	Approved - Jul 07 2022

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



MEMORANDUM

July 6, 2022

To: Mayor & Commission
Thru: JC Jimenez, Town Manager
Melissa P. Anderson, Esq., Town Attorney
Miguel Nunez, Chief Building Official
From: Mike Vonder Meulen, AICP, Town Planning Consultant
RE: Moratorium/Zoning In Progress – Marijuana Dispensary Use

It has come to the Town's attention that the Town's regulations concerning Marijuana Dispensaries may not be adequate to protect the health, safety and general welfare of the Town's residents. Town staff is recommending a moratorium/zoning in progress on marijuana dispensaries, cultivation and similar uses to allow staff time to perform further research.

Currently Marijuana Dispensaries are a permitted use in B-1 via Sec. 28-187.a, and Sec. 28-187.3 provides definitions related to medical marijuana. There is concern that the proliferation of marijuana dispensaries in a concentrated area may have detrimental consequences for the Town. Staff would like to further research surrounding municipalities regulations as well as model ordinances to ensure the Town is adequately protected. At a minimum, the Town's regulations should mirror current State Statute which requires a distance separation of 500 feet from public and private schools (elementary, middle and secondary)

Florida Statute 381.986(11) allows municipalities to preemption state law by prohibiting medical marijuana dispensaries. However, if a municipality enacts ordinance regulating the location of dispensing facilities those regulations cannot be more restrictive than ordinances permitting or determining the locations for pharmacies licensed under chapter 465.

Again, staff is recommending the moratorium/zoning in progress to all time to properly prepare regulations which consistent with Florida Statutes and the goals of the Town.

RESOLUTION NO. 2022-010

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, DECLARING ZONING IN PROGRESS PERTAINING TO THE AMENDMENT AND DEVELOPMENT OF LAND DEVELOPMENT REGULATIONS PERTAINING TO MEDICAL MARIJUANA DISPENSARIES, MEDICAL MARIJUANA RETAIL CENTERS AND MEDICAL MARIJUANA TREATMENT CENTERS WITHIN THE TOWN; PROVIDING THAT WHILE ZONING IN PROGRESS IS IN EFFECT THE TOWN SHALL NOT ACCEPT NOR PROCESS APPLICATIONS FOR DEVELOPMENT ORDERS OR PERMITS, AMENDMENTS TO SITE PLANS, OR OTHER ZONING APPLICATIONS, WHETHER ADMINISTRATIVELY OR OTHERWISE FOR MEDICAL MARIJUANA DISPENSARIES, MEDICAL MARIJUANA RETAIL CENTERS AND MEDICAL MARIJUANA TREATMENT CENTERS WITHIN THE TOWN; PROVIDING FOR WAIVERS FOR THE PROCESSING OF APPLICATIONS AND THE APPROVAL OF DEVELOPMENT ORDERS OR PERMITS FOR MEDICAL MARIJUANA DISPENSARIES, MEDICAL MARIJUANA RETAIL CENTERS AND MEDICAL MARIJUANA TREATMENT CENTERS WHICH HAVE APPLICATIONS DEEMED BY THE TOWN TO BE IN ALREADY IN PROCESS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the Florida Constitution and Chapter 166, Florida Statutes, the Town Commission of the Town of Pembroke Park, Florida (Town) has home rule powers and authority; and

WHEREAS, the Town has authority, subject to the restrictions set forth in Section 381.986, Florida Statutes, to place a ban or limitations on the establishment of medical marijuana dispensaries, medical marijuana retail centers and medical marijuana treatment centers within the Town; and

WHEREAS, with the adoption of this Resolution, the Commission hereby declares zoning in progress to be in effect and directs Town staff to evaluate changes to the Land Development Regulations (LDR) applicable to medical marijuana dispensaries, medical marijuana retail centers and medical marijuana treatment centers within the Town; and

WHEREAS, the Commission finds that zoning in progress is necessary to enable the Town to study the appropriate LDR's for medical marijuana dispensaries, medical marijuana retail centers and medical marijuana treatment centers within the Town to further the public's health, safety, and morals, and general welfare; and

WHEREAS, court decisions have upheld zoning in progress as a valid and necessary tool available to local governments to further the public's health, safety, morals, and general welfare; and

WHEREAS, the Town Commission directs Town staff to consider the effects and impacts of medical marijuana dispensaries, medical marijuana retail centers and medical marijuana treatment centers within the Town; and

WHEREAS, during the zoning in progress period, the Commission directs Town staff to develop for the Commission's consideration appropriate changes to regulations which govern medical marijuana dispensaries, medical marijuana retail centers and medical marijuana treatment centers within the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The Whereas clauses are incorporated herein, are true and correct, and represent the Commission's legislative findings and intent regarding the necessity of zoning in progress.

SECTION 2. Issuance of Development Permits Withheld. During the period of zoning in progress, staff is directed not to process or issue any applications for development permits or orders, amendments to site plans, or other zoning applications, whether administratively or otherwise, for medical marijuana dispensaries, medical marijuana retail centers and medical marijuana treatment centers.

SECTION 3. Boundaries. This Resolution shall apply to all properties within the corporate limits of the Town.

SECTION 4. Zoning in Progress Declared. The Town Commission hereby imposes zoning in progress upon the processing or issuance of any applications for development permits or orders for medical marijuana dispensaries, medical marijuana retail centers and medical marijuana treatment centers. This zoning in progress is of a temporary nature to allow the Town to expeditiously consider the effects of medical marijuana dispensaries, medical marijuana retail centers and medical marijuana treatment centers within the Town.

SECTION 5. Waivers. During the period of zoning in progress, but prior to the adoption of any new or amendments to the LDR, applications already considered by the Town "in process" for medical marijuana dispensaries, medical marijuana retail centers and medical marijuana treatment centers may proceed. Additionally, the Commission may elect to allow applications for medical marijuana dispensaries, medical marijuana retail centers and medical marijuana treatment centers to proceed if the Commission specifically finds that doing so would further the public's health safety, and general welfare.

SECTION 6. Effective Date. This Resolution shall take effect immediately upon its execution.

PASSED AND ADOPTED this 13th day of July, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

MELISSA P. ANDERSON, ESQ
Town Attorney

ORDINANCE NO. 2022-006

**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 13th day of July, 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

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 13th day of April, 2022.

PASSED AND ADOPTED on Second Reading this 11th day of May, 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	YES
REYNOLD DIEUVEILLE	YES
WILLIAM HODGKINS	YES

AGENDA ITEM REPORT



To:

Subject: Proposed Building Standards Ordinance (Ch. 5) Changes and Addition

Meeting: AGENDA WORKSHOP COMMISSION MEETING - May 25 2022

Department: Building

Staff Contact: Miguel Nunez, Building Official

POLICY IMPLICATIONS:

Allow for added dust controls at sites, added penalty fees and expenses recuperation

RECOMMENDATION:

Approval for the Town Attorney Ordinance preparation for presenting formally in the next commission meeting.

ATTACHMENTS:

[22-008](#)

[Chapter 5 BUILDINGS AND BUILDING REGULATIONS](#)

	Status:
Miguel Nunez, Building Official	Pending
Christian Noel, Accounts Payable	None
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 ● Fax 954-966-5310

MEMORANDUM NO.: 22-008

DATE: May 19, 2022

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Ray Dieuville, Vice-Mayor
Hon. William Hodgkins, Clerk-Commissioner

VIA: Juan C. Jimenez, Town Manager
Melissa Anderson, Town Attorney

FROM: Miguel A. Núñez, Chief Building Official *MN*

RE: **PROPOSED CHANGES TO BUILDING STANDARDS ORDINANCE (CHAPTER 5)**

At this time, I would like to propose the attached proposed changes and addition to the Town's Building Standards Ordinance, as outlined below:

Currently there is no regulation for dust control, penalties (aside of other than the ones imposed by the building code), posting of notices control, and fees recuperation path for unsafe structures in our town code of ordinances; therefore, the addition of these elements will assist in closing the gap, while starting a site and neighboring properties for any dust adverse impact during construction and development.

Therefore, It's the opinion of the Building Official that these ordinance additions and adjustments will place us in a positive direction by implementing reasonable controls during construction and enforcement.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: Marlen Martell, Interim Deputy Clerk.
File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2022/22-008.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2022/22-008.docx)

DRAFT

ARTICLE II. BUILDING STANDARDS

Sec. 5-16. Adoption of Florida Building code.

The Florida Building Code, with applicable Broward County Amendments, is hereby adopted and shall be the building code of the Town.

- (a) The Florida Building Code as amended from time to time is hereby adopted in its entirety as Chapter 152, Buildings.
- (b) It shall be unlawful for any person, firm, or corporation to violate any of the requirements of the Florida Building Code, as adopted by this chapter. Each such person, firm, or corporation shall be deemed to be in violation of a separate offense for each and every day during which any violation of any of the provisions of said Code is committed or continued, and upon conviction thereof, shall be punished.
- (c) It shall be unlawful for any person, firm, or corporation to fail to comply with the requirements contained within any order issued by the Broward County Unsafe Structures Board, as established pursuant to Section 113 of the Florida Building Code and adopted as per section 5-125 below. Each such person, firm, or corporation shall be deemed guilty of a separate offense for each and every day the violation of this provision occurs, which shall be punishable by a fine of not more than \$250, or by imprisonment not exceeding 60 days, or by both such fine and imprisonment.

(Ord. No. 75-6-1, § 1, 6-4-75; Ord. No. 13-09-01, § 1, 9-11-13)

Sec. 5-17. ~~Building permit(s). application.~~

The Building Official or designee, may require certain documentation to complete the permitting application process including, but not limited to, pictures, maps, sealed plans, survey, specifications, calculations and any other documents that are necessary to further the permitting application process.

- (a) For the purpose of this section the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CONSTRUCTION PERMIT. A written authorization by the Building Official to proceed with construction, alteration, repairs, installation, or demolition, and which includes the names of the various contractors authorized to work at the construction project.

CONSTRUCTION PROJECT. A proposed building(s) or structure(s).

- (b) The purpose and intent of this section is to provide a uniform system for the issuance of building permits, thereby reducing the amount of time required to issue building permits and improving communication between the owner of property, property agent, contractors and the Building Department.
- (c) The Building Department shall issue construction permits, as required by Section 105 of the Florida Building Code, hereinafter referred to as permits, to the owner or agent acting on behalf of the owner for all phases of a construction project upon completion of the following requirements.
 - (1) Plans and specifications for all phases of the construction project shall be submitted at the same time in accordance with Section 107 of the Florida Building Code.
 - (2) Each application for permitting of the construction project must be submitted in accordance with Section 713.135(5), and bear the seal of a Notary Public, including the owner's or owner's agent and contractor's signature, where applicable.

-
- (3) The application for the permit and all plans and specifications shall be examined by each discipline at the same time to determine compliance with all applicable state and local laws and shall be approved by the appropriate plans examiners/inspectors.
 - (4) Payment of the permit fee, which includes the sum total of the various fee schedules and other related costs as set forth in this chapter, is required.
 - (5) The applicants for the permit shall be deemed qualified by the Building Official in accordance with Section 105.3.0.1.1 of the Florida Building Code and other applicable state and local laws.
 - (6) Any other valid requirement as may be lawfully imposed must be complied with.
- (d) The provisions of this section shall not be construed to repeal, modify, or restrict the applicable provisions of the Florida Building Code or any other applicable state or local provision of law.

Sec. 5-18 Permit expiration.

- (a) The expiration of all applications for permits shall be subject to the requirements set forth in Section 105.3.1.1 of the Florida Building Code.
- (b) The expiration of all issued permits shall be subject to the requirements set forth in Section 105.3.2 of the Florida Building Code.

Sec. 5-19 Removing, Defacing or Obscuring Posted Notices.

- (a) No person shall remove, deface, mark, disfigure, injure, tamper with, displace, cover, or in any way obscure, a sign or notice posted on a property or structure by the City Building Official or designee. This shall include the following signs or notices:
 - (1) Notice of Violation;
 - (2) Correction Notice;
 - (3) Unsafe Building Notice;
 - (4) Stop Work Order;
 - (5) Any other sign/notice/placard posted by the Town Building Department for health or safety reasons, and which displays a penalty provision on the face thereof.
- (b) The Building Official or designee shall order the sign or notice removed whenever the defect or defects upon which the noticed action was based have been eliminated or determined to be non-existent by a court of competent jurisdiction or through a proper quasi-judicial administrative proceeding.
- (c) Any person who violates this section shall be deemed guilty of a separate offense for each and every sign or notice removed and shall be punished by a fine of not more than \$100, or by imprisonment not exceeding 60 days, or by both such fine and imprisonment.

Sec. 5-20 Construction debris mitigation and screening.

- (a) A building permit applicant and the owner of the real property located within the Town on which any construction activity will occur, shall contain all construction debris, airborne and otherwise, on the subject construction site. For purposes of this section, demolition is included within the term CONSTRUCTION. CONSTRUCTION DEBRIS shall mean any materials, supplies, equipment, garbage, solid waste, recyclables, earthen material, or particles derived from or arising out of the permitted construction activity. CONSTRUCTION SITE shall mean the real property on which construction is occurring.
- (b) Temporary perimeter site fencing shall be required for construction sites pursuant to the following guidelines:

-
- (1) The fence shall be six feet high, with approved 90% opaque wind screening material outside and securely and tightly attached to the fence to prevent dust and debris intrusion upon adjacent properties. The barrier or screening must be kept secure from any wind damage, free of rips, tears, graffiti and discoloration. Except where specified otherwise, the barrier must cover the entire construction site. Approval of the screening material shall be part of the permitting process in subsection (b)(3) below, and all applicants shall provide samples or photos or other information with regard to the desired screening material depicting the type and nature of such materials.
 - (2) The fence shall be installed and maintained at ground level on all sides of a construction site no sooner than ten days before commencement of construction on a previously vacant lot or lot which is not vacant with an additional structure being erected on same.
 - (3) A permit is required for the proposed temporary site fencing including a survey identifying all easements on the property or an aerial map which shall be submitted along with the building permit application. Property lines where the fence is to be installed shall be visually inspected for the presence of possible underground drainage pipes and those pipes shall be marked for protection.
 - (4) Temporary construction screening may include the following graphics:
 - a. Project renderings may cover the entire length of the fence but shall not extend above the top of the required fence.
 - b. The canvas or mesh fence panel covering may provide identification of the name and intended use of the project, project rendering, project website address and owner or agent, the contact information for the owner or agent, and the name and emergency contact information of the general contractor. Optional information may include the names of the developer, architect, engineer, lending institution, general contractor, and their corporate logos.
 - c. The town logo, aerial images of the project location and/or town, photographic images of town owned land, buildings or structures, may be included in the barrier and/or the towns's adopted screening graphics as approved by the Town manager or his/her designee.
 - d. No part of the fence covering may contain advertising or sales information.
 - e. Screening may not be political in nature and cannot include nudity or profanity. With exception of the project information described in § 5-20(b)(4), a & b, screening may not be commercial in nature.
 - f. Any letters and logos included in the screening are limited to 24" and may not exceed up to 1/3 of the total fence screening surface.
 - (5) Applicable construction sites must include the installation and maintenance of a silt fence approved by a Public Works Department permit to prevent any soil or construction debris from the construction site from entering any town stormwater system. (Silt fence must be installed in accordance with the Florida Stormwater, Erosion and Sedimentation Control Inspector's Manual.)
 - (6) Gates may be installed on the front, back or street side property lines. Gates may open inward, slide open or open outward only if the gate when opened does not block any right-of-way or sidewalk. The gate shall be same height as the fence with an allowance of up to four inches on the bottom of the gate to allow for clearance from the ground to open.
 - (7) All construction materials, dumpsters and portable toilets shall be required to be placed within the fenced area at all times; and construction sites shall be secured at night and on weekends when no work is being performed on the structure.
 - (8) The area outside the fence, especially between the fence and the street pavement, must be kept clean, level, and free of any debris or construction material at all times.
 - (9) Temporary site fences must remain on the property until the building construction and landscaping are substantially completed as determined by the Building Official or his/her designee.
 - (10) A waiver of the temporary site fencing or silt fencing may be granted by the Public Works Director or his/her designee, as follows:

-
- a. Where the property has or abuts to an existing six-foot high concrete wall, the Public Works Director or his/her designee may grant a waiver for the portion of the temporary site fencing that would otherwise be installed along the portion of the property where the wall is located.
 - b. If a structure is to be occupied after partial demolition and during construction, the property owner may request, and the Public Works Director or his/her designee may grant, a waiver of all or a portion of the fencing requirement.
- (11) Storm drain inlet protection must be placed over all stormwater catch basins in accordance with National Pollutant Discharge Elimination System (NPDES) practices. Catch basins shall include those on the right-of-way of the affected property as well as those within 100 feet on adjacent properties. The inlets must be inspected and cleaned by the property owner or his/her designee after each rainfall and maintained as needed.
- (12) In the event of a hurricane, the screening material on the temporary site fences and stormwater drains shall be removed or lowered and secured as part of the "Special Hurricane Inspection" pursuant to Section 110.13 of the Broward County Amendments to the Florida Building Code as may be amended from time to time.
- (13) No construction site may be used for storage of additional fill, building materials or construction equipment until a building permit has been issued for the property or as authorized by the Building Official or his/her designee.
- (c) When an existing building or structure is to be demolished the following are required for the construction site:
- (1) Temporary chain link fencing and screening as required in subsection (b), which meets the requirements contained in subsections (b)(1) through (b)(9); and
 - (2) Following demolition, and if the property does not maintain an active building permit, the temporary fencing must be removed.
- (d) The permit applicant/holder and the property owner shall be jointly and severally responsible for compliance with this section.
- (e) The provisions and procedures of this section shall be in addition and supplementary to any other requirements and remedies now existing or subsequently provided by law.
- (f) Failure to comply with any requirement contained within this section shall constitute a violation punishable before the Special Magistrate for Code Enforcement pursuant to the provisions of Chapter 7 of this Code, and of F.S. Chapter 162. Each day a violation of this section occurs shall be considered a separate violation. When the Building Official or his/her designee deems there to be a public safety concern, the Building Official or his/her designee may issue a stop work order, which may remain valid until such time as compliance with the section is achieved.

Secs. 5-~~1822~~—5-25. Reserved.

ARTICLE III. FEES¹

Sec. 5-27. Reserved. Double fees; reinspection fees; certificate of occupancy.

The Building Department shall charge and collect for permits at the rates listed in the Town Commission and published in the town's website.

- (a) Double fees. When work for which a permit is required is commenced prior to the obtaining of a permit, pursuant to Section 105.1 of the Florida Building Code, the fees as specified herein shall be doubled. The applicant for a permit shall be required to pay a minimum of double the fee as specified herein as the cost of the permit. When work for which a permit is required is commenced prior to the obtaining of a permit, a one-

time per project penalty fee of \$100 plus a double permit fee shall be charged. The payment of the double fee shall not relieve any person, firm, or corporation from fully complying with all of the requirements of all applicable regulations and codes, nor shall it relieve them from being subject to any of the penalties therein.

- (b) Reinspection fees. All fees shall include payment for the permit and for inspection of the work. If the building inspector, upon inspection after completion of the work or apparatus, finds that the work does not conform to or comply with the provisions of the state law, the building code, or town code of ordinances, the inspector shall notify the contractor or owner, indicating the corrections required. When the corrections have been made, the inspector shall be notified by the owner or contractor that the corrections have been made, and the inspector shall again inspect the work or apparatus for a charge as determined in the Building Department Fee schedule.
- (c) Overtime inspections. Inspections requested outside of normal business hours shall be charged as determined in the Building Department Fee schedule.
- (d) Permits may be revoked in the event a worthless check is used for payment of permit fees or for checks written and subsequently not honored by a bank due to insufficient funds, for misrepresentation of the information on the permit application or documents, or for forged signatures on permit documents or applications. Revoked permits shall reapply under new application and documents. A service charge shall become due for uncollected checks as per Town Code of Ordinances.

ARTICLE VII. UNSAFE BUILDINGS

Sec. 5-125. Incorporation of Florida Building Code with applicable Broward County amendments regarding unsafe buildings.

The Florida Building Code with applicable Broward County Amendments are hereby adopted and incorporated herein by reference for all matters relating to unsafe buildings in the Town.

(Ord. No. 96-4-1, § 1, 4-10-96; Ord. No. 13-09-01, § 11, 9-11-13)

Sec. 5-126 Assessment of costs, interest and attorney's fees on unsafe structure liens.

All out-of-pocket costs incurred by the Building Official pursuant to Chapter 1 of the Florida Building Code-Broward County Administrative Provisions, § 116.5 to 116.10, Unsafe Structures and Equipment, as now enacted or as may hereafter be amended, shall be charged against the property as a lien or special assessment collectable according to established procedures. Interest on said lien shall accrue at the per annum rate prescribed by F.S. § 55.03 as now enacted or as may hereafter be amended, and if collection proceedings are necessary, the property owner shall be required to pay the cost of such proceedings, including a reasonable attorney's fee.

ORDINANCE NO. 2022-004

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING AND UPDATING “CHAPTER 5 – BUILDINGS AND BUILDING REGULATION” “ OF TOWN’S CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Building Official for the Town of Pembroke Park has determined that Chapter 5 of the Town’s Code must be updated to incorporate the most up to date provisions of the Florida Building Code; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it is in the best interest of the Town and serves a public purpose to update Chapter 5 – Buildings and Building Regulations of the Town’s Code.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: Chapter 5 Buildings and Building Regulation. Chapter 5 is amended as set forth below, as shown in ~~strike through~~ and underline format.

* * *

Sec. 5-16. Adoption of Florida Building code. The Florida Building Code, with applicable Broward County amendments, is hereby adopted and shall be the building code of the Town.

- (a) The Florida Building Code as amended from time to time is hereby adopted in its entirety as Chapter 5, Buildings and Building Regulation.
- (b) It shall be unlawful for any person, firm, or corporation to violate any of the requirements of the Florida Building Code, as adopted by this chapter. Each such person, firm, or corporation shall be deemed to be in violation of a separate offense for each and every day during which any violation of any of the provisions of said Code is committed or continued, and upon conviction thereof, shall be punished.

- (c) It shall be unlawful for any person, firm, or corporation to fail to comply with the requirements contained within any order issued by the Broward County Unsafe Structures Board, as established pursuant to Section 113 of the Florida Building Code and adopted as per section 5-125 below. Each such person, firm, or corporation shall be deemed guilty of a separate offense for each and every day the violation of this provision occurs, which shall be punishable by a fine of not more than \$250, or by imprisonment not exceeding 60 days, or by both such fine and imprisonment.

Sec. 5-17. Building permit(s). application.

The Building Official or designee, may require certain documentation to complete the permitting application process including, but not limited to, pictures, maps, sealed plans, survey, specifications, calculations and any other documents that are necessary to further the permitting application process.

- (a) For the purpose of this section the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CONSTRUCTION PERMIT. A written authorization by the Building Official to proceed with construction, alteration, repairs, installation, or demolition, and which includes the names of the various contractors authorized to work at the construction project.

CONSTRUCTION PROJECT. A proposed building(s) or structure(s).

- (b) The purpose and intent of this section is to provide a uniform system for the issuance of building permits, thereby reducing the amount of time required to issue building permits and improving communication between the owner of property, property agent, contractors and the Building Department.
- (c) The Building Department shall issue construction permits, as required by Section 105 of the Florida Building Code, hereinafter referred to as permits, to the owner or agent acting on behalf of the owner for all phases of a construction project upon completion of the following requirements.
- (1) Plans and specifications for all phases of the construction project shall be submitted at the same time in accordance with Section 107 of the Florida Building Code.
- (2) Each application for permitting of the construction project must be submitted in accordance with Section 713.135(5), and bear the seal of a Notary Public, including the owner's or owner's agent and contractor's signature, where applicable.
- (3) The application for the permit and all plans and specifications shall be examined by each discipline at the same time to determine compliance with all applicable state and local laws and shall be approved by the appropriate plans examiners/inspectors.
- (4) Payment of the permit fee, which includes the sum total of the various fee schedules and other related costs as set forth in this chapter, is required.
- (5) The applicants for the permit shall be deemed qualified by the Building Official in accordance with Section 105.3.0.1.1 of the Florida Building Code and other applicable state and local laws.
- (6) Any other valid requirement as may be lawfully imposed must be complied with.
- (d) The provisions of this section shall not be construed to repeal, modify, or restrict the applicable provisions of the Florida Building Code or any other applicable state or local provision of law.

Sec. 5-18 Permit expiration.

- (a) The expiration of all applications for permits shall be subject to the requirements set forth in Section 105.3.1.1 of the Florida Building Code.
- (b) The expiration of all issued permits shall be subject to the requirements set forth in Section 105.3.2 of the Florida Building Code.

Sec. 5-19 Removing, Defacing or Obscuring Posted Notices.

- (a) No person shall remove, deface, mark, disfigure, injure, tamper with, displace, cover, or in any way obscure, a sign or notice posted on a property or structure by the City Building Official or designee. This shall include the following signs or notices:
 - (1) Notice of Violation;
 - (2) Correction Notice;
 - (3) Unsafe Building Notice;
 - (4) Stop Work Order;
 - (5) Any other sign/notice/placard posted by the Town Building Department for health or safety reasons, and which displays a penalty provision on the face thereof.
- (b) The Building Official or designee shall order the sign or notice removed whenever the defect or defects upon which the noticed action was based have been eliminated or determined to be non-existent by a court of competent jurisdiction or through a proper quasi-judicial administrative proceeding.
- (c) Any person who violates this section shall be deemed guilty of a separate offense for each and every sign or notice removed and shall be punished by a fine of not more than \$100, or by imprisonment not exceeding 60 days, or by both such fine and imprisonment.

Sec. 5-20 Construction debris mitigation and screening.

- (a) A building permit applicant and the owner of the real property located within the Town on which any construction activity will occur, shall contain all construction debris, airborne and otherwise, on the subject construction site. For purposes of this section, demolition is included within the term CONSTRUCTION. CONSTRUCTION DEBRIS shall mean any materials, supplies, equipment, garbage, solid waste, recyclables, earthen material, or particles derived from or arising out of the permitted construction activity. CONSTRUCTION SITE shall mean the real property on which construction is occurring.
- (b) Temporary perimeter site fencing shall be required for construction sites pursuant to the following guidelines:
 - (1) The fence shall be six feet high, with approved 90% opaque wind screening material outside and securely and tightly attached to the fence to prevent dust and debris intrusion upon adjacent properties. The barrier or screening must be kept secure from any wind damage, free of rips, tears, graffiti and discoloration. Except where specified otherwise, the barrier must cover the entire construction site. Approval of the screening material shall be part of the permitting process in subsection (b)(3) below, and all applicants shall provide samples or photos or other information with regard to the desired screening material depicting the type and nature of such materials.
 - (2) The fence shall be installed and maintained at ground level on all sides of a construction site no sooner than ten days before commencement of construction on a previously vacant lot or lot which is not vacant with an additional structure being erected on same.
 - (3) A permit is required for the proposed temporary site fencing including a survey identifying all easements on the property or an aerial map which shall be submitted along with the building permit application. Property lines where the fence is to be installed shall be visually inspected for the presence of possible underground drainage pipes and those pipes shall be marked for protection.
 - (4) Temporary construction screening may include the following graphics:
 - a. Project renderings may cover the entire length of the fence but shall not extend above the top of the required fence.
 - b. The canvas or mesh fence panel covering may provide identification of the name and intended use of the project, project rendering, project website address and owner or agent, the contact information for the owner or agent, and the name and emergency contact information of the general contractor. Optional information may include the names of the developer, architect, engineer, lending institution, general contractor, and their corporate logos.
 - c. The town logo, aerial images of the project location and/or town, photographic images of town owned land, buildings or structures, may be included in the barrier and/or the towns's adopted screening graphics as approved by the Town manager or his/her designee.
 - d. No part of the fence covering may contain advertising or sales information.

- e. Screening may not be political in nature and cannot include nudity or profanity. With exception of the project information described in § 5-20(b)(4), a & b, screening may not be commercial in nature.
 - f. Any letters and logos included in the screening are limited to 24" and may not exceed up to 1/3 of the total fence screening surface.
- (5) Applicable construction sites must include the installation and maintenance of a silt fence approved by a Public Works Department permit to prevent any soil or construction debris from the construction site from entering any town stormwater system. (Silt fence must be installed in accordance with the Florida Stormwater, Erosion and Sedimentation Control Inspector's Manual.)
 - (6) Gates may be installed on the front, back or street side property lines. Gates may open inward, slide open or open outward only if the gate when opened does not block any right-of-way or sidewalk. The gate shall be same height as the fence with an allowance of up to four inches on the bottom of the gate to allow for clearance from the ground to open.
 - (7) All construction materials, dumpsters and portable toilets shall be required to be placed within the fenced area at all times; and construction sites shall be secured at night and on weekends when no work is being performed on the structure.
 - (8) The area outside the fence, especially between the fence and the street pavement, must be kept clean, level, and free of any debris or construction material at all times.
 - (9) Temporary site fences must remain on the property until the building construction and landscaping are substantially completed as determined by the Building Official or his/her designee.
 - (10) A waiver of the temporary site fencing or silt fencing may be granted by the Public Works Director or his/her designee, as follows:
 - a. Where the property has or abuts to an existing six-foot high concrete wall, the Public Works Director or his/her designee may grant a waiver for the portion of the temporary site fencing that would otherwise be installed along the portion of the property where the wall is located.
 - b. If a structure is to be occupied after partial demolition and during construction, the property owner may request, and the Public Works Director or his/her designee may grant, a waiver of all or a portion of the fencing requirement.
 - (11) Storm drain inlet protection must be placed over all stormwater catch basins in accordance with National Pollutant Discharge Elimination System (NPDES) practices. Catch basins shall include those on the right-of-way of the affected property as well as those within 100 feet on adjacent properties. The inlets must be inspected and cleaned by the property owner or his/her designee after each rainfall and maintained as needed.
 - (12) In the event of a hurricane, the screening material on the temporary site fences and stormwater drains shall be removed or lowered and secured as part of the "Special Hurricane Inspection" pursuant to Section 110.13 of the Broward County Amendments to the Florida Building Code as may be amended from time to time.
 - (13) No construction site may be used for storage of additional fill, building materials or construction equipment until a building permit has been issued for the property or as authorized by the Building Official or his/her designee.
- (c) When an existing building or structure is to be demolished the following are required for the construction site:
 - (1) Temporary chain link fencing and screening as required in subsection (b), which meets the requirements contained in subsections (b)(1) through (b)(9); and
 - (2) Following demolition, and if the property does not maintain an active building permit, the temporary fencing must be removed.
 - (d) The permit applicant/holder and the property owner shall be jointly and severally responsible for compliance with this section.
 - (e) The provisions and procedures of this section shall be in addition and supplementary to any other requirements and remedies now existing or subsequently provided by law.

(f) Failure to comply with any requirement contained within this section shall constitute a violation punishable before the Special Magistrate for Code Enforcement pursuant to the provisions of Chapter 7 of this Code, and of F.S. Chapter 162. Each day a violation of this section occurs shall be considered a separate violation. When the Building Official or his/her designee deems there to be a public safety concern, the Building Official or his/her designee may issue a stop work order, which may remain valid until such time as compliance with the section is achieved.

* * *

Sec. 5-27. Double fees; reinspection fees; certificate of occupancy.

The Building Department shall charge and collect for permits at the rates listed in the Town Commission and published in the town's website.

- (a) Double fees. When work for which a permit is required is commenced prior to the obtaining of a permit, pursuant to Section 105.1 of the Florida Building Code, the fees as specified herein shall be doubled. The applicant for a permit shall be required to pay a minimum of double the fee as specified herein as the cost of the permit. When work for which a permit is required is commenced prior to the obtaining of a permit, a one-time per project penalty fee of \$100 plus a double permit fee shall be charged. The payment of the double fee shall not relieve any person, firm, or corporation from fully complying with all of the requirements of all applicable regulations and codes, nor shall it relieve them from being subject to any of the penalties therein.
- (b) Reinspection fees. All fees shall include payment for the permit and for inspection of the work. If the building inspector, upon inspection after completion of the work or apparatus, finds that the work does not conform to or comply with the provisions of the state law, the building code, or town code of ordinances, the inspector shall notify the contractor or owner, indicating the corrections required. When the corrections have been made, the inspector shall be notified by the owner or contractor that the corrections have been made, and the inspector shall again inspect the work or apparatus for a charge as determined in the Building Department Fee schedule.
- (c) Overtime inspections. Inspections requested outside of normal business hours shall be charged as determined in the Building Department Fee schedule.
- (d) Permits may be revoked in the event a worthless check is used for payment of permit fees or for checks written and subsequently not honored by a bank due to insufficient funds, for misrepresentation of the information on the permit application or documents, or for forged signatures on permit documents or applications. Revoked permits shall reapply under new application and documents. A service charge shall become due for uncollected checks as per Town Code of Ordinances.

* * *

Sec. 5-126 Assessment of costs, interest and attorney's fees on unsafe structure liens.

All out-of-pocket costs incurred by the Building Official pursuant to Chapter 1 of the Florida Building Code-Broward County Administrative Provisions, § 116.5 to 116.10, Unsafe Structures and Equipment, as now enacted or as may hereafter be amended, shall be charged against the property as a lien or special assessment collectable according to established procedures. Interest on said lien shall accrue at the per annum rate prescribed by F.S. § 55.03 as now enacted or as may hereafter be amended, and if collection proceedings are necessary, the property owner shall be required to pay the cost of such proceedings, including a reasonable attorney's fee.

* * *

Section 2. Codification. 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 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: Effective Date. This Ordinance shall be enacted immediately upon its passage and adoption after Second Reading by the Town Commission.

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

VOTE

GEOFFREY JACOBS

REYNOLD DIEUVEILLE

WILLIAM HODGKINS

AGENDA ITEM REPORT



To:

Subject: Proposed Changes to the Floodplain Ordinance

Meeting: AGENDA WORKSHOP COMMISSION MEETING - May 25 2022

Department: Building

Staff Contact: Miguel Nunez, Building Official

FINANCIAL IMPACT:

None

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[22-006](#)

[2022-005 Floodplain Ordinance](#)

	Status:
Miguel Nunez, Building Official	Approved - May 19 2022
Christian Noel, Accounts Payable	Approved - May 19 2022
Melissa Anderson, Town Attorney	Approved - May 19 2022
JC Jimenez, Town Manager	Approved - May 19 2022
Marlen Martell, Town Clerk	Approved - May 19 2022



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 ● Fax 954-966-5310

MEMORANDUM NO.: 22-006

DATE: May 18, 2022

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Ray Dieuville, Vice-Mayor
Hon. William Hodgkins, Clerk-Commissioner

VIA: Juan C. Jimenez, Town Manager

FROM: Miguel A. Núñez, Chief Building Official / Floodplain Administrator *MN*

RE: **PROPOSED CHANGES TO THE FLOODPLAIN ORDINANCE**

At this time, I would like to propose the attached correction to the Town's Floodplain Ordinances, as outlined below:

Certain areas of the Town's Floodplain ordinance have been discussed and proposed with the assistance of the State Floodplain Managers Office (SFMO) for compliance and synchronization to the National Flood Insurance Program (NFIP) and the Florida Building Code.

It's the opinion of the Building Official / Floodplain Administrator that these ordinance corrections and adjustments will place us in a positive direction to obtain a higher rating under the Community Rating System (CRS) guidelines; with the intent to increase the town residents and business owners discount on the flood insurance policies.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: Malen Martell, Interim Deputy Clerk.
File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2022/22-006.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2022/22-006.docx)

ORDINANCE NO. 2022-005

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING AND UPDATING CHAPTER 10 “FLOOD PREVENTION AND PROTECTION” OF TOWN’S CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Town of Pembroke Park participates in the National Flood Insurance Program and participates in the NFIP’s Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements and achieved a CRS rating of Class 9, making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, to satisfy the prerequisite and for the Town of Pembroke Park to qualify for a higher CRS rating in the future, all manufactured homes installed or replaced in special flood hazard areas must be elevated to or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and

WHEREAS, the Federal Emergency Management Agency released FEMA Policy #104-008-03 Floodplain Management Requirements for Agricultural Structures and Accessory Structures; and

WHEREAS, the Town Commission of the Town of Pembroke Park (the “Town

Commission”) has determined it appropriate to adopt regulations that are consistent with the FEMA Policy to allow issuance of permits for non-elevated wet floodproofed accessory structures that are not larger than the sizes specified in the FEMA Policy; and

WHEREAS, the Town Commission determined that it is in the public interest to amend the floodplain management regulations contained in Chapter 10 of the Town’s Code to better protect manufactured homes and to continue participating in the Community Rating System at the current class rating.

NOW, THEREFORE, BE IT ORDAINED by the **Town Commission** of the **Town of Pembroke Park**:

Section 1: Chapter 10 “Flood Prevention and Protection” Amendment. Chapter 10 is amended as set forth below, as shown in ~~striketrough~~ and underline format.

* * *

Sec. 10-61. Historic buildings.

A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to thy flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter ~~44~~ 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed precludes the building's continued designation as a historic building, a variance shall be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

* * *

Sec. 10-75. Definitions and scope.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this article, have the meanings shown in this section:

Accessory structure. A structure on the same parcel of property as a principal structure and the use of which is limited to parking and storage incidental to the use of the principal structure.

* * *

~~Existing manufactured home park or subdivision.~~ A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be

affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before May 1, 1979.

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

* * *

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 14 12 Historic Buildings.

* * *

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser, is the~~ Actual Cash Value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction), determined by a qualified independent appraiser or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

New construction. For the purposes of administration of this article and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after May 1, 1979 and includes any subsequent improvements to such structures.

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after May 1, 1979.

* * *

Sec. 10-98. Elevation.

All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required in the Florida Building Code, Residential Section R3222.2 (Zone A). ~~Manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall comply with section 10-99 or 10-100 of this chapter, as applicable.~~ In areas of the Town not mapped special flood hazard areas, the bottom of the frame shall be supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than twenty (20) inches in height above grade.

Sec. 10-99. General elevation requirement.

~~Unless subject to the requirements of Section 10-100 of this chapter, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.~~

~~Sec. 10-100. Elevation requirement for certain existing manufactured home parks and subdivisions.~~

~~Manufactured homes that are not subject to section 10-99 of this chapter, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~

- ~~(a) Bottom of the frame of the manufactured home is at or above the elevation required in the Florida Building Code, Residential Section R322; or~~
- ~~(b) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than thirty-six (36) inches in height above grade.~~

* * *

Sec. 10-119. Non-elevated accessory structures. Accessory structures are permitted below elevations required by the Florida Building Code provided the accessory structures are used only for parking or storage and:

- (a) Are one-story and not larger than 600 sq. ft.
- (b) Have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.
- (c) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.
- (d) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.
- (e) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

* * *

Section 2. Codification. 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 3: Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the

legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4: Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: Effective Date. 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

VOTE

GEOFFREY JACOBS

REYNOLD DIEUVEILLE

WILLIAM HODGKINS

AGENDA ITEM REPORT



To:

Subject: Police Organizational Chart

Meeting: 07 13 2022 DRAFT REGULAR COMMISSION MEETING - Jul 13 2022

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

RECOMMENDATION:

Staff recommends adopting this org chart moving forward

ATTACHMENTS:

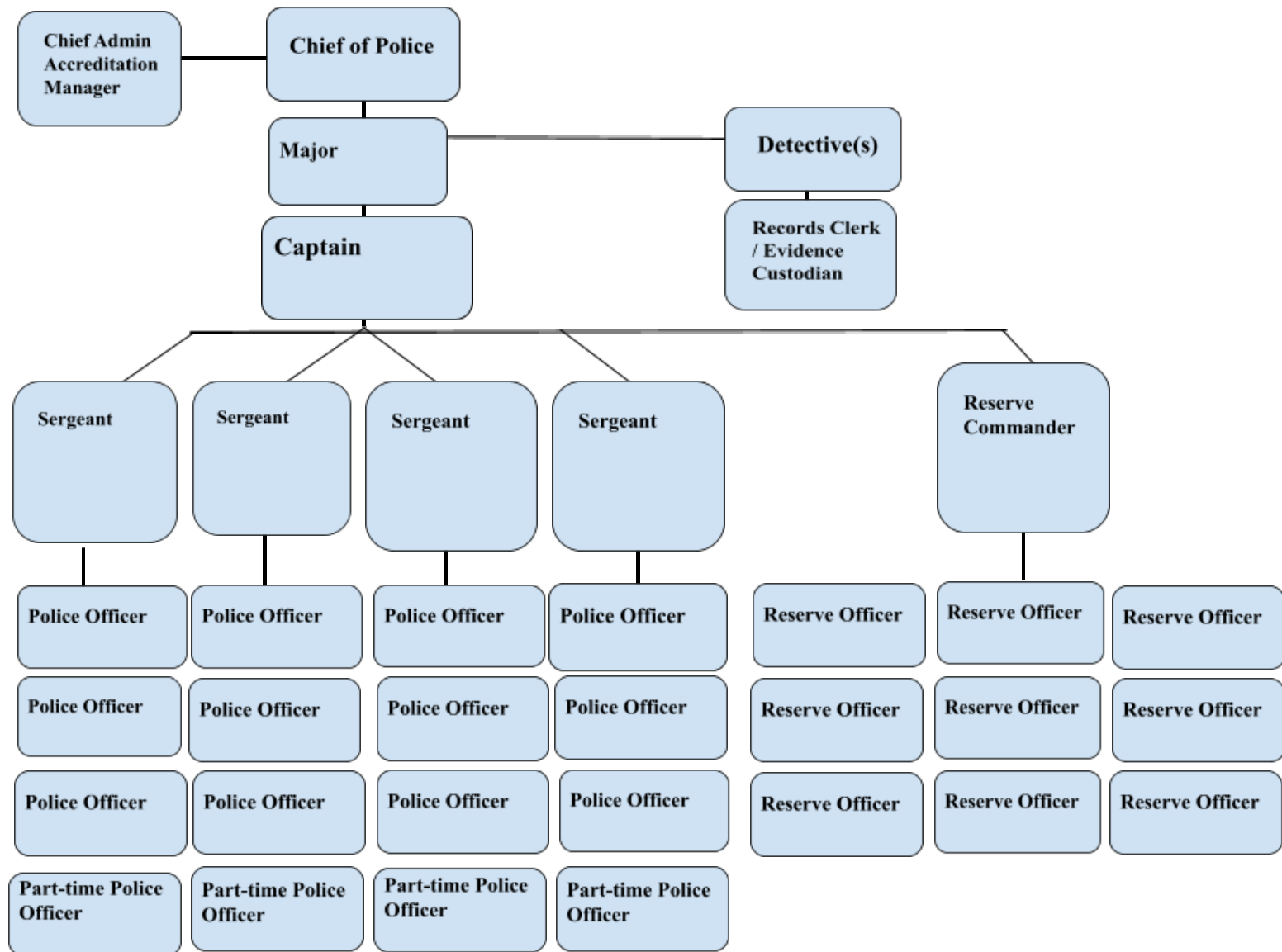
[ORG CHART 6.27.22 \(003\)](#)

Status:

Christian Noel, Accounts Payable	Approved - Jul 05 2022
Melissa Anderson, Town Attorney	Approved - Jul 05 2022
JC Jimenez, Town Manager	Approved - Jul 05 2022
Marlen Martell, Town Clerk	Approved - Jul 06 2022

Pembroke Park Police Department Structure

1



Pembroke Park Police Department Structure

2

Page 3 of 3

**Part-time Police
Officer**

**Part-time Police
Officer**

**Part-time Police
Officer**

**Part-time Police
Officer**

AGENDA ITEM REPORT



To:

Subject: A&B Recycling-Authorization to Foreclose

Meeting:

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

On June 15, 2022, the Town's Special Magistrate authorized the Town to foreclose on Notice of Violation ("NOV") numbers 5297, 5523, 4400, and 4869. The Town has had ongoing code enforcement issues with A&B Recycling for many years and this foreclosure action is one of several actions the Town is taking in order to remedy the outstanding violations. A&B is currently not in compliance with NOV's 5297, 5523, and 4869. The longest running violation dates back to June of 2014.

FINANCIAL IMPACT:

Current running total of outstanding liens is approximately Three Hundred and Thirty Eight Thousand Dollars (\$338,000.00).

POLICY IMPLICATIONS:

Eliminating blight

RECOMMENDATION:

Authorize Town to Foreclose on outstanding Code Liens

ATTACHMENTS:

[FORECLOSURE ORDER 062022](#)

	Status:
Joseline Ramirez, Chief Code Enforcement Officer	Approved - Jul 01 2022
Miguel Nunez, Building Official	Approved - Jul 01 2022
Melissa Anderson, Town Attorney	Pending
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

**CODE ENFORCEMENT SPECIAL MAGISTRATE
TOWN OF PEMBROKE PARK, FLORIDA**

TOWN OF PEMBROKE PARK, FLORIDA,)
Petitioner,)

vs.)

RESPONDENTS NAMED AND LISTED)
ON EXHIBIT A)

Respondent(s)

**ORDER OF SPECIAL MAGISTRATE AUTHORIZING FORECLOSURE OF FINES
AND LIENS**

THIS CAUSE came on to be heard before the undersigned Special Magistrate on June 15, 2022 authorizing the Town of Pembroke Park to file Foreclosure of Fines and Liens against Respondents pursuant to the Special Magistrate's Final Orders and the Special Magistrate's Confirmation of the Fines and Liens entered previously, a copy of which is attached hereto as Exhibit A, and there being no compliance and/or payment to date by Respondents. The Special Magistrate finds and orders:

1. The Town of Pembroke Park is hereby authorized to file a Foreclosure of Fine and Lien of the cases attached hereto as Exhibit A.
2. The Special Magistrate reserves jurisdiction to enforce this Order, and to enter such further orders as are necessary and proper.

DONE AND ORDERED at the Town of Pembroke Park, Florida, this 15 day of June 2022

TOWN OF PEMBROKE PARK



Harry Hipler, Special Magistrate

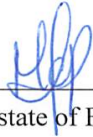
STATE OF FLORIDA
COUNTY OF
BROWARD

I HEREBY certify that on this day before me, an officer duly qualified to take acknowledges, personally appeared Harry Hipler, Special Magistrate, and Joseline

Ramirez, Code Official, respectively, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed same.

WITNESS my hand and official in the County and State aforesaid this date:

June 17, 2022.



Notary Public, state of Florida

Any person aggrieved by a final decision of the Code Enforcement Special Magistrate may seek judicial review of that decision in accordance with the Florida Rules of Appellate Procedure.

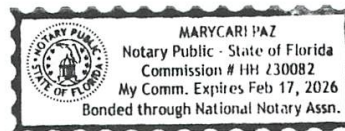


Exhibit A

NO.	CASE #	NAME	ADDRESS	HOMESTEAD EXEMPTION
1	5840	PARADIGMA CORP	5100 SW 41 ST #219, PEMBROKE PARK, FL 33009	NO
2	5706	ARDEVCO LLC / SUNDRIFT APARTMENTS	3181 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	NO
3	5701	2400 SW 30 LLC	2400 SW 30 AVE BAY B, PEMBROKE PARK, FL 33009	NO
4	5702	2400 SW 30 LLC	2400 SW 30 AVE BAY A, PEMBROKE PARK, FL 33009	NO
5	5195	ARDEVCO LLC / SUNDRIFT APARTMENTS	3181 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	NO
6	5006	COLE FD PORTFOLIO III LLC C/O FAMILY DOLLAR 26608	4100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	NO
7	4863	CAP5000 LLC	2601 S PARK ROAD	NO
8	4902	COLE FD PORTFOLIO III LLC C/O FAMILY DOLLAR STORES INC.	4100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	NO
9	5297	GERALD ANDERSON A&B RECYCLING	1708 SW 31 AVE, PEMBROKE PARK, FL 33009	NO
10	5523	GERALD ANDERSON A&B RECYCLING	1708 SW 31 AVE, PEMBROKE PARK, FL 33009	NO
11	4400	GERALD ANDERSON A&B RECYCLING	1708 SW 31 AVE, PEMBROKE PARK, FL 33009	NO
12	4869	GERALD ANDERSON A&B RECYCLING	1708 SW 31 AVE, PEMBROKE PARK, FL 33009	NO
13	4306	COLE FD PORTFOLIO III LLC C/O FAMILY DOLLAR STORES INC	4100 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	NO
14	4566	3535 SW 52ND AVENUE LLC %TL MANAGEMENT LLC	3535 SW 52 AVENUE	NO
15	4920	LEONEL A. RODRIGUEZ	3900 SW 52ND AVE, PEMBROKE PARK, FL 33023	
16	4911	FINE LINE INTERIORS INC	2530 SW 30TH AVE, PEMBROKE PARK, FL 33009	
17	4876	DISCOUNT AUTO PARTS INC % ADVANCE STORES CO INC #9479	3000 W HALLANDALE BEACH BOULEVARD, PEMBROKE PARK, FL 33009	NO
18	4601	E&M PROPERTIES 2665 LLC	2649 S PARK RD, PEMBROKE PARK, FL 33009	NO

AGENDA ITEM REPORT



To: Town Commission
Subject: Award Selection and Recommendation for ITB 22-05 CDBG 47th Year - Preserve Safety Improvements Project Award
Meeting: 07 13 2022 DRAFT REGULAR COMMISSION MEETING - Jul 13 2022
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

Additional lighting will be installed away from the walkway, along the outside perimeters of the park will improve safety and the security at the park. The additional lighting will eliminate shadowy spots and corners throughout the Preserve. The additional lighting will be also create a safer environment for events during the evening hours after sunset.

FINANCIAL IMPACT:

Total project cost: \$118,715; CDBG=> \$65,809; Town => \$52,906

RECOMMENDATION:

Staff reviewed the bid package submittal and found the vendor responsive and responsible. Staff recommends approving Award Selection of Contract to Imperial Electrical, Inc., \$99,960.

ATTACHMENTS:

[ITB 22-05 47th Year CDBG Preserve Safety Improvements Bid](#)

BID FORM

BID NO. ITB 22-05

RE-ADVERTISEMENT 47th Year CDBG Raymond P. Oglesby Preserve Safety Improvements

TO: TOWN OF PEMBROKE PARK

PROPOSAL FROM:

Imperial Electrical Inc

(Bidder)

THE UNDERSIGNED BIDDER, having familiarized himself with the work required by the Contract Documents, the site where the work is to be performed, local labor conditions and all laws, regulations, and other factors affecting performance of the work, and having satisfied himself of the expense and difficulties attending performance of the work:

HEREBY PROPOSES and agrees, if this Bid for **RE-ADVERTISEMENT 47th Year CDBG Raymond P. Oglesby Preserve Safety Improvements, BID NO. ITB 22-05**, is accepted to enter into a Contract in the form attached, to perform all Work, including the assumptions of all obligations, duties and responsibilities necessary to the successful completion of the Contract, and to furnish all materials and equipment required to be incorporated in and form a permanent part of the Work, including tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; all the Work necessary to complete construction in place and ready for use, the disposal of all excess materials, repair or replacement of damaged or destroyed property and the final cleaning up of the Work; and to supply all required bonds, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor for the total bid price of:

Ninety nine thousand nine hundred sixty dollars
(\$ 99,960⁰⁰)

This bid total is the sum of the extended prices as shown on the final bid form.

Bidder hereby agrees to commence Work under this Contract within **ten (10) days** following the date indicated on the "Notice to Proceed" by the Town and to fully complete the Work within **number of calendar days**, as provided in "Contract Time" section in the Contract between the parties. Bidder further agrees to pay as liquidated damages for each consecutive calendar day thereafter that the Work to be performed is not completed, as provided in "Liquidated Damages" section in the Contract.

Bidder represents and hereby states that he/she and his/her subcontractors are familiar and capable to perform such construction.

In the event of extension error(s), the unit price will prevail, and the bidder's total offer will be corrected accordingly.

BID FORM

Page 21 of 89

BID NO. ITB 22-05
RE-ADVERTISEMENT 47th Year CDBG Raymond P. Oglesby Preserve Safety
Improvements

The bidder proposes to furnish all labor, tools, material, equipment, and supplies, and to sustain all the expense incurred in doing the work, including installation of all materials, equipment, and supplies furnished, as well as all other labor, warranties, permit fees, taxes, insurance, general and administration and other miscellaneous costs, overhead and profit as set forth below that may be awarded by the Town of Pembroke Park, Florida, through its proper officers, and to do the same strictly in accordance with the Drawings and Contract Documents which are referred to below and made a part hereof, at the following prices.

Name of Firm: Imperial Electrical Inc

Bid Item	Description	Estimated Quantity	Unit	UNIT PRICE	TOTAL ITEM AMOUNT
1	Mobilization/Demobilization Not to exceed 5% of Total Bid	1	LS		\$2,500
2	Bonds, Insurance	1	LS		2,500
3	Demolition Work (Pole, Fixtures)	1	LS		0
4	Lighting Package (fixtures, bollards, poles)	1	LS		38,000
5	All Electrical Work Complete (labor/materials)	1	LS		48,000
6	All Other Miscellaneous Items to Complete Project	1	LS		7,000
7	Permits and Fees, 2% of Bid Items 1 thru 6	1	LS		1,960 ⁰⁰
	Subtotal Construction				
	TOTAL BASE BID (Items 1-7)				99,960 ⁰⁰
AMOUNT OF PROPOSAL GUARANTEE					5%
	SURETY				
	COMMENTS				

BID FORM

BID NO. ITB 22-05
RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby Preserve
Safety Improvements

CHECKLIST

Is the Schedule of Subcontractor's included in questionnaire? Y ☒ N ____
Is the proof of insurance included? Y ☒ N ____
Is the questionnaire included? Y ☒ N ____
Are financial statements submitted with questionnaire? ☒ Y N ____
Is the bid bond included? Y ☒ N ____
Is the proof of licensing submitted to perform project submitted? ☒ Y N ____
(Current certificate of competency/state license included)
Current Business Tax Receipt? ☒ Y N ____
Is the Notarized Signature of Bidder Form page submitted? ☒ Y N ____
Is the Drug Free Form submitted? ☒ Y N ____
Is the Trench Safety Form submitted? ☒ Y N ____
Is the proof provided that shows Bidder's Firm Name is registered with their State of origin
and in business for a minimum of one year? ☒ Y N ____
Is one original version of bidder's bid package submitted (No Copies of the bid package are
required)? ☒ Y N ____

**The undersigned bidder acknowledges that all files as posted on the Town of Pembroke Park
electronic bidding system for Bid No. ITB 22-05 constitute the documents governing this bid.**

NAME OF FIRM: Imperial Electrical Inc
BY: Michael Terzaghi 6-30-22
(Typed or Printed) (Date)
Signature: [Signature] Pres
(Signature) (Title)

Bidder hereby certifies that the only person/persons interested in this Bid/Contract, as principal or principals, is/are named herein and that no other than herein mentioned has any interest in the Bid/Contract to which the work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making a bid and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The full names and addresses of parties interested in this Bid as principals are as follows:

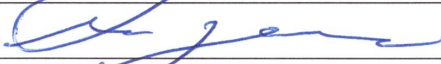
Name: <u>Imperial Electrical</u> <u>Michael Terango</u>	Name:
Address: <u>11821 NW 11 St.</u>	Address:
City/State/Zip: <u>Plantation, FL 33323</u>	City/State/Zip:

Bidder understands that the Owner reserves the right to reject all Bids and to waive any informality in bidding. Bidder agrees that the Owner may reduce or delete any work items as deemed necessary. Such reduction or deletion of work items shall not constitute a basis for withdrawal of this bid.

The Bidder agrees that the Bid shall be good, and may not be withdrawn for a period of **ninety (90) calendar days** after Bid Opening.

Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM ACKNOWLEDGEMENTADDENDUM

	DATE	SIGNATURE OF PERSON SIGNING BID
1.	<u>6-30-22</u>	
2.	<u>6-30-22</u>	
3.	<u>6-30-22</u>	
4.		

The Bid Security attached in the sum of _____
 _____ (\$ _____) 5% of Bid Price

is to become the property of the Owner in the event the required Bonds, Insurance and other requested documentation are not provided, and the Contract is not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

SIGNATURE OF BIDDER FORM

BID NO. ITB 22-05

RE-ADVERTISEMENT 47th Year CDBG Raymond P. Oglesby Preserve
Safety Improvements

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid package on the specified bid opening date. The undersigned bidder certifies that this bid package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this bid. *Bidder must submit proof that their firm name is registered with their State of origin.

SIGNATURE OF BIDDER

If an Individual: _____ / _____, doing business
Signature Print Name
as _____

If a Partnership: _____
by: _____ / _____
General Partner's Signature Print Name

If a Corporation: Imperial Electrical Inc
Corporate Name
(a Florida Corporation)

by: [Signature] / Michael Terango
Signature Print Name
Title: Pres
President or another Authorized Officer
Attest: Trey Terango (SEAL)
Corporate Secretary

Business Address: 11821 NW 11 St.
Street Address (P.O. Box Address is not permitted)
Plantation, FL 33323
Town, State, Zip

Telephone No. 954-325-2133 Fax No. _____

Email Address of Authorized Signature: mterango@aol.com

Federal ID. No. 01-0635999

State of FL FL Contractor Certification No.: EC13007820

Broward County Certificate of Competency No: _____

NOTE: All certifications/licenses shall be issued in the Bidder's name.

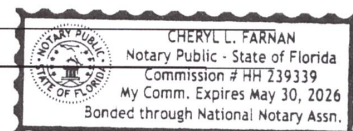
NOTARY: STATE OF: Florida COUNTY OF: Broward

The foregoing instrument was acknowledged before me this 30 day of June, 2022, by
_____ who is (who are) personally known to me or who has produced
_____ as identification.

NOTARY PUBLIC SIGNATURE: [Signature]

NOTARY NAME, PRINTED, TYPED OR STAMPED: _____

Page 25 of 89



Commission Number: _____ My Commission Expires: _____

**CERTIFICATE OF COMPLIANCE WITH
THE FLORIDA TRENCH SAFETY ACT**

BID NO. ITB 22-05

RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby Preserve Safety Improvements

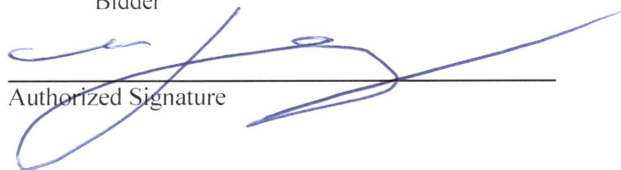
Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (Act) and Occupational Safety and Health Administration's excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Grand Total Base Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Method (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

Failure to complete the above may result in the bid being declared non-responsive. The costs indicated above are provided to comply with the Act and shall not constitute grounds for any additional compensation to that listed for the separate line item of the Bid Form.

By: Imperial Electrical
Bidder

6/30/22
Date


Authorized Signature

QUESTIONNAIRE

BID NO. ITB 22-05

The undersigned guarantees the truth and accuracy of all statements and answers herein contained. Failure to fully complete the questionnaire may result in your bid being considered non-responsive.

1. How many years has the bidder identified on Signature of Bidder page been in business?
19 years.

2. What is the last project of this nature that you have completed? (identify completion date)

Jupiter Farms Pathway and parking lot lighting
June 2022

3. Have you ever failed to complete work awarded to you; if so, where, and why?

No

4. Have you personally inspected the proposed work and have you a complete understanding and plan for its performance?

Yes

5. Will you subcontract any part of this work? If so, give details: Name of Sub Work to be Performed

No

6. What equipment do you own that is available for the work? (Attach additional listing if necessary.)

See attached.

Name of Bidder: Imperial Electrical Inc.

QUESTIONNAIRE

7. What equipment will you purchase for the proposed work?

None

8. What equipment will you rent for the proposed work?

None

9. Bidder to submit their Balance Sheet and Income Statement for their most recent year as an attachment to the questionnaire. Period reported on: 2020

10. The Town will not award a bid to any bidder who cannot prove to the satisfaction of the Town that the Corporation/Partnership/Individual identified on the Signature of Bidder form has satisfactory written references for work similar to the work being bid upon.

References that are for work performed by a parent corporation or affiliated subsidiary will not be considered by the Town.

The Town requires a minimum of three (3) satisfactory references for similar work for this Bid.

The Bidder shall be the Prime contractor for each reference and each reference shall be for the owner of the project. Similar work shall mean:

The Bidder shall have a minimum of three (3) satisfactory references showing that the Bidder's firm, with or without the use of subcontractors, has successfully completed at least three (3) projects. References shall be within the period of 4-1-2016 through the time of the bid opening.

Additional references may be submitted as an attachment.

A. Owner (Company/Entity) See attached

Name): Address _____

Town, State, Zip: _____

Project Manager of Firm: _____ Title: _____

Phone No.: _____ /Email: _____

Project _____ Completion Date of Project: _____

Title: _____ (within period of 4-1-2016 through time of the bid opening)

Name of Bidder: Imperial Electrical Inc.

QUESTIONNAIRE

(References continued)

Summary of Project: _____

B. Owner (Company/Entity Name): _____

Address _____

Town, State, Zip: _____

Project Manager of Firm: _____ Title: _____

Phone No.: _____ /Email: _____

Project Title: _____ Completion Date of Project: _____
(within period of 4-1-2016 through time of the bid opening)

Summary of Project: _____

C. Owner (Company/Entity Name):

Address: _____

Town, State, Zip: _____

Project Manager of Firm: _____ Title: _____

Phone No.: _____ /Email: _____

Project Title: _____ Completion Date of Project: _____
(within period of 4-1-2016 through time of the bid opening)

Name of Bidder: _____

QUESTIONNAIRE

(References continued)

Summary of Project: _____

11. State the true, exact, correct, and complete name of the partnership, corporation, or trade names under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all general partners. If a fictitious/trade name, state the names of the individuals who do business under the fictitious/trade name attach compliance with the fictitious name statute. It is absolutely necessary that this information be furnished.)

Imperial Electrical Inc
Correct Name of Bidder
(Correct Name of Bidder shall also appear on Signature of Bidder Form)

- (a) The address of the principal place of business:

11821 NW 11 St.
Plantation FL, 33323

- (b) The names of the corporate officers, or general partners, or individuals doing business under a fictitious trade name, are as follows:

Michael Terango
Tracy Terango

Imperial Electrical Inc.
Bidder Name

QUESTIONNAIRE

12. Declaration of Work Components Schedule

Minimum of 20% of work to be completed by bidder identified on Signature of Bidder Form.
(Mobilization, administration, overhead and profit may not be included in the work components)

Work Components that make up the above minimum are as follows:

We are completing 100% of work

Work Components that will be provided by subcontractors are as follows:

None

Name of Bidder: Imperial Electrical Inc

DRUG-FREE WORKPLACE FORM

BID NO. ITB 22-05

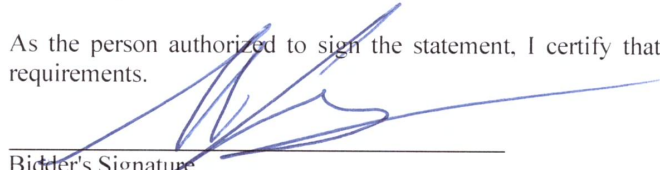
**RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby
Preserve Safety Improvements**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Imperial Electrical Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidder's Signature

6-30-22
Date

BID BOND

BID NO. ITB 22-05

RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby Preserve Safety Improvements

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

Imperial Electrical, Inc. _____, as Principal and
(Name of Bidder)

Berkley Insurance Company _____, as Surety, are
(Name of Surety)

hereby held and firmly bound unto the Town of Pembroke Park, Florida, as Obligee, in the sum of:

Dollars (\$ _____) / **5% of Bid Price**

as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted to the Town of Pembroke Park a certain Bid attached hereto and made a part hereof, to enter into a contract in writing, hereinafter referenced to as the **BID NO. ITB 22-05 for RE-ADVERTISEMENT 47th CDBG Year Raymond P. Oglesby Preserve Safety Improvements**.

NOW THEREFORE,

- a. If said Bid shall be rejected or withdrawn as provided in the Invitation to Bid and Instructions to Bidders attached hereto or, in the alternative,
- b. If said Bid shall be accepted and the Principal shall duly execute and deliver the Form of Contract attached hereto and shall furnish all insurance requirements, the specified bond for the faithful performance of the Contract and for the payment of labor and materials furnished for the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which such Bid may be accepted, and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the parties hereto have duly executed this bond on the

30th day of June, 2022.

PRINCIPAL: Imperial Electrical, Inc.

By: [Signature]
Signature

(Seal)

Name: Michael Teranzo

Title: Pres

Address: 11821 NW 11th Street, Plantation, FL 33323

Telephone: 954-325-2133

SURETY: Berkley Insurance Company

By: [Signature]
Signature

(Seal)

Name: Brett Rosenhaus

Title: Attorney-in-Fact & Florida Licensed Agent

Address: 475 Steamboat Road, Greenwich, CT 06830

WITNESS:

Sealed and delivered in the presence of:

[Signature]

Rita Lazarides, Witness

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Brett Rosenhaus or Dale A. Belis of Acrisure, LLC dba Nielson, Rosenhaus & Associates of Delray Beach, FL** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14th day of November, 2019.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman

Executive Vice President & Secretary

By

Jeffrey M. Hafter

Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 14th day of November, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 30th day of June, 2022.

(Seal)

Vincent P. Forte
Vincent P. Forte

CERTIFICATION OF FISCAL YEAR 1988 RESTRICTIONS ON THE AWARD OF CERTAIN CONTRACTS AND SUB-CONTRACTS TO FOREIGN COUNTRIES

This certification is to verify that the offeror 1) is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S. Trade Representative (USTR); 2) has not or will not enter into any subcontract with a subcontractor or a foreign country included on the USTR list, and 3) will not provide any product of a country included on the USTR list. These prohibitions also apply to certain products used in these activities, such as affixed equipment, electronics, utilities, and instruments.

Grantees or subgrantees recipients entering into contract for construction, alteration, or repair of any public building or public work project subject to the prohibitions described in this Notice shall include the following provision in all such contracts:

Restriction on Public Building and Public Works Projects.

Definitions

"Component" as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Product", as used in this clause, means construction materials - i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product BROWARD COUNTY will consider a product as product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mine, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

"Contractor or subcontractor of a foreign country", as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

1. If 50 percent or more of the contractor or subcontractor is owned by a citizen or national of the foreign country;
2. If the title of 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;
3. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country.
4. In the case or partnership, if any general partner is a citizen of the foreign country;

5. In the case of a corporation, if its president or other chief executive officer or the chairman or its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizen of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
6. In the case of a contractor or subcontractor who is a joint venture, if any participation firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a) (1) through (5) of this clause.

Contractor Signature

Date

(a) Restrictions

The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representation (See Paragraph (c) of this clause), or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

(b) USTR List

The USTR published a list in the Federal Register in accordance with section 109(c) of publication L 100-202 where countries can be added or deleted.

(c) Certification

The Contractor may rely upon the certification of a prospective subcontractor that is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

(d) Subcontracts

The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (e) shall also be incorporated in all subcontracts.

For additional information see Federal Register Vol. 53, No. 53, No. 116, Pages 22569-22573.

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bids or prospective contractor, or any of their proposed subcontractors, should state as an initial part of the bid or negotiations of the contract whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the Certification indicates that the apparent successful bidder has not filed a compliance report due under applicable instructions, bidder shall submit a compliance report prior to award. NO CONTRACT SHALL BE AWARDED UNLESS SUCH REPORT IS SUBMITTED.

CERTIFICATION BY BIDDER

BIDDER'S NAME: Imperial Electrical Inc.

ADDRESS: 11821 NW 11 St., Plantation, FL 3

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ☒ No ☐
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes ☒ No ☐
3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100. Yes ☒ No ☐

If answer to item 3 is "No", please explain in detail on reverse side of this certification.

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

Name of Prime Contractor

Project No. /Project Name

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bids of prospective contractor, or any of their proposed subcontractors, should state as an initial part of the bid or negotiations of the contract whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the Certification indicates that the apparent successful bidder has not filed a compliance report due under applicable instructions, bidder shall submit a compliance report prior to award. NO CONTRACT SHALL BE AWARDED UNLESS SUCH REPORT IS SUBMITTED.

SUBCONTRACTOR'S CERTIFICATION

SUBCONTRACTOR'S NAME: _____

ADDRESS: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes _____ No _____
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes _____ No _____
3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100. Yes _____ No _____

If answer to any item is "No", please explain in detail below or attach a piece of paper if needed.

Certification - The information above is true and complete to the best of my knowledge and belief.

Print Name

Signature

Date

BIDDER'S INITIAL SECTION 3 GOALS

1. The Bidder agrees to comply with Section 3 of the Housing and Urban Development Act of 1968.
2. The Bidder estimates that there will be 0 new employees hired during the performance of this contract. Furthermore, should this contract be let to the Bidder, the Bidder agrees to delineate work force needs (skilled, semi-skilled, unskilled, labor and trainees) by category.
3. Of these new employees, the Bidder plans to hire at least _____% (percent) from the Section 3 Covered Area (Broward County).

I, Michael Terango (please print), as an Authorized Officer of the Bidder, do hereby acknowledge that we are aware of the requirements under Section 3 of the Housing and Urban Development Act of 1968 and will abide by them. We further agree to abide by this Affirmative Action Plan to the greatest extent feasible and realize that should we be awarded the contract; Broward County Community Development Division will monitor the project to assure compliance with this plan.

Company Name: Imperial Electrical Inc

Business Address: 11821 NW 11 St. Plant

01-0635999

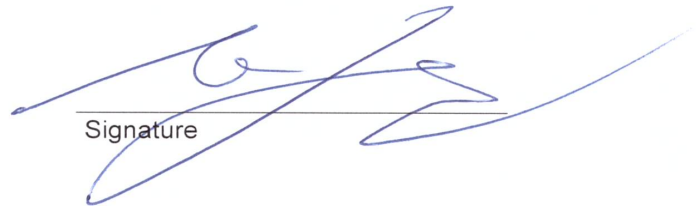
Employer Federal ID #

Michael Terango

Printed Name

6-30-22

Date



Signature

***Please Note Section 3 Clause

BROWARD COUNTY SECTION 3 FORM

Name of Project: 47th CDBG Year Raymond P. Oglesby Preserve Safety Improv
Amount of Contract: \$ 99,960⁰⁰
Prime Contractor: Imperial Electrical Inc.
Address: 11821 NW 11st. Plantation FL, 33323

Will you hire new employees as a result of this contract? Yes ☐ No ☒

Background:

Section 3 of the Housing and Community Development Act of 1968, as amended, requires that when employment or contract opportunities are generated because of a project or activity undertaken by a recipient or HUD financial assistance necessitates the employment of additional personnel through individual hiring or the awarding of contracts for the work, the recipient must give preference in hiring low and very low-income persons. Section 3 requires that recipients not only include low and very low-income persons in their recruitment and solicitation efforts, but that, in fact, extra or greater efforts be undertaken to these persons aware of the existence of economic opportunities, encourage their application for these opportunities, and facilitate the employment or, or award of contract to these persons.

A Section 3 resident is defined as:

- A public housing resident; or
- An individual who resides in the metropolitan county in which the Section 3 covered assistance is expended and who is: (i) a low-income person; or (ii) a very low-income person

Check all that apply (you must check at least one (1) of the following):

Refer to the Income Limits Chart for Broward County below to determine if your total household income is at or below the low-income limit depending upon the total number of persons residing in the household.

- ☐ Your business is at least 51% or more owned by Section 3 residents.
- ☐ At least 30% of your permanent, full-time workforce employees are comprised of current Section 3 residents.
- ☐ At least 30% of your permanent, full-time workforce employees who within the 3 years of employment with your business were Section 3 residents.
- ☐ Your business will provide evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontractors to be awarded to businesses which meet the above qualifications.
- ☒ My business does not meet any of the above qualifications and I cannot commit to subcontract in excess of 25% of the dollar award of all subcontractors to be awarded to businesses which do meet the above qualifications.

2017 INCOME CATEGORY CHART FOR BROWARD COUNTY, FLORIDA, effective Apr. 14, 2017

Family Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low Income 50% of median	\$26,700	\$30,500	\$34,300	\$38,100	\$41,150	\$44,200	\$47,250	\$50,300
Low Income 80% of median	\$42,700	\$48,800	\$54,900	\$60,950	\$65,850	\$70,750	\$75,600	\$80,500

Page 42 of 89

N/A

MONTHLY SECTION 3 COMPLIANCE REPORT

CONTRACTOR: Imperial Electrical Inc.

SUBCONTRACTOR: _____
(If applicable)

PROJECT NAME: _____

for the MONTH of _____, Year _____

This report is required of all contractors/subcontractors having contracts which are funded in whole or in part with Community Development Block Grant funds. This report must be submitted to the Broward County Community Development Division no later than ten (10) days after the end of the reported month.

Please answer the following questions accurately and completely:

1. How many new employees were hired to work on this project during the month? _____
2. Of those hired during the month, how many were residents of the Section 3 Covered Area (Broward County)? _____

I, _____ (please print), do hereby certify that the above information is true and correct. I further certify that we have been informed of and understand our responsibilities in utilizing Section 3 Covered Area businesses and residents during performance of our contract.

Date

Signature & Title

SECTION 3
UNAVAILABILITY CERTIFICATION

I, Michael Terango, Pres
(Title)

of Imperial Electrical Inc
(Prime Contractor)

Certify that the undersigned does not have any entry-level jobs available. However, should such jobs become available during the project period, the undersigned agrees to accept referrals from Workforce One to interview these referrals for the available positions.

(If incorporated sign here)

ATTEST

Imperial Electrical

Michael Terango

CONTRACTOR

Michael Terango
Secretary

(CORPORATE SEAL)

By: [Signature]

(If not incorporated sign here)

WITNESSES:

[Signature]
[Signature]

Imperial Electrical

By: [Signature]

SECTION 3
ELIGIBLE JOBS AVAILABILITY FORM

Imperial Electrical Inc ITB-77-05 Town of Pembroke Park
(Name of Contractor) (Contract No.) (Location)

Available Entry Level Jobs

Salary Level

Maximum Duration of Employment

- 1.
- 2.
- 3.

The undersigned agrees to accept referrals from Workforce One and to interview referrals for the above-designated positions.

(If incorporated sign here)

ATTEST

Francis Teranga
Secretary

(CORPORATE SEAL)

(If not incorporated sign here)

WITNESSES:

[Signature]
[Signature]

Michael Teranga
Imperial Electrical
CONTRACTOR

By: [Signature]

Imperial Electrical
CONTRACTOR

By: [Signature]



**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

- a. Certification of Nonsegregated Facilities, as required by the May 1967, Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a federally assisted Construction Contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.
- b. CONTRACTORS receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provision of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.
- c. A Certification for regarding Equal Employment Opportunity is also enclosed with the Bid Proposal Form and should be submitted by the CONTRACTOR with his bid, but must be submitted prior to award.
- d. The Notice to Labor Unions on the following page shall be forwarded by the CONTRACTOR in accordance with Paragraph 3 of Nondiscrimination Provisions to be included in Federally Assisted Construction Contracts.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATION OF NON-SEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities, as required by the May 9, 1967 Order (32 7439 May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. The Certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____

Signature of Bid
Prospective Contractor

ADDRESS (including zip code)



NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS
NONDISCRIMINATION IN EMPLOYMENT

TO: _____
(Name of Union or Organization of Workers)

The undersigned currently holds contract(s) with

(Name of Applicant)

Involving funds or credit of the U.S. Government of (a) subcontract (s) with prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and In accordance with Executive Order 11246, dated September 4, 1965, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate includes, but is not limited to the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION,
RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT
TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF
COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP,
LAYOFF OR TERMINATION.

This notice is furnished to you pursuant to the provisions of the above contract(s) and Executive Order 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Contractor or Subcontractor)

(Date)

**Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Michael Teranga
Name

47th CDBG year Raymond P Oglesby
Project Name Safety Improvements

Pres
Title

ITS 22-05
Project Number

Imperial Electric
Firm

11821 NW 11 ST
Street Address

Plantation FL 33383
City, State, Zip



**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Name

Local Government

Title

CDBG Contract Number

Firm

Street Address

City, State, Zip

Date

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

Equipment List

2010 International 26 Ton Boom Truck 132'

2006 International 85' Bucket Truck

2005 All Terrain Crane 30 ton

2001 Ford 42' Bucket Truck

1997 International Auger Truck 25' depth

1989 International Auger Truck 15' Depth

1995 International 95' Bucket Truck

2005 International 55' Bucket Truck

2001 International 28' flat bed

2004 GMC Cube Van

2004 Ford Cube Van

1992 Case Backhoe

1996 Mini Excavator

4 Service Vans

2 Pickup Trucks

2 Portable 1 Man Lifts

1 25kw portable diesel generator

Arrow Boards

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

REFERENCE LIST

Broward County Port Everglades

John Folgelson
954-325-7887

City of Hollywood

William Clift
954-967-4550
wclift@hollywoodfl.org

CITY OF SUNRISE

STEVE KANE
954-240-2725
skane@cityofsunrise.org

Broward County Parks

Ingrid Triplett
954-577-4640

Broward County Housing Authority

Barbra Segal
954-739-1114

Broward Community College

Mike Coval
954-444-0632
mcoval@broward.edu

Broward County Parks

Shoban Smart
954-577-4624
ssmart@broward.org

City of Pembroke Pines

Chuck Vones
954-443-4829
cvones@ppines.com

Musco Sports Lighting

Jason Frucht
954-732-5674
jason.frucht@musco.com

World Electric

Jim Laplant
954-979-1960
bill.olson@worldelectricsupply.com

Eaton Corporation

Michael De Floria

US Coast Guard

David Robinson
954-296-7936
david.a.robinson@uscg.mil

US State Department

Chuck O'Meara
954-630-1159

DOT

Neil Villena
954-677-7895
niilo.villena@dot.state.fl.us

GSA Services

Ft Lauderdale Federal Court House
Joe Sabina
954-356-7612

DOT Turnpike

Ron Williams
954-934-1109
ronny.williams@dot.state.fl.us

City of Aventura

Tony Tomei
1-305-466-8900

Broward County Purchasing

Christine Calhoun
954-357-6085
ccalhoun@broward.org

City of FtLauderdale

Dave havell
954-232-3576
mfriedman@fortlauderdale.gov

City of Sunrise

Steve Kane
954-747-4633
cungerer@cityofsunrise.org

City Electric

Cheryl Leathers
954-938-0801
cleathers@ces-us.net

Broward County

Anne Birch

954-570-3680

michaeljdefloria@eaton.com

Synergy ID

Florida League of Cities

Michael Matheny

888-580-7080

mmatheny@synergyid.com

Town of Lauderdale By The Sea

Don

954-275-0908

dong@lauderdalebythesea-fl.gov

Coral Springs

Charlie

561-767-2791

City of Plantation

Brett W. Butler, PE, CFM

954) 797-2282

954-831-4109

abirch@broward.org

Broward County

William Kristen

wkristen@broward.org

Cooper City

Jerry

954-675-8626

City of Miramar

Tony

954-548-0125

tjmarinelli@ci.miramar.fl.us

AGENDA ITEM REPORT



To: Town Commission
Subject: Award Selection and Recommendation for ITB 22-07 SW 32nd Street Asphalt Replacement

Meeting: 07 13 2022 DRAFT REGULAR COMMISSION MEETING - Jul 13 2022
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

The asphalt on SW 32nd Street is disintegrating faster than it can be maintained. The roadway must be milled and repaved. It has numerous unremitting potholes cracking in the same locations. These potholes are repaired monthly.

FINANCIAL IMPACT:

\$30,228.00

RECOMMENDATION:

Recommend Approving Award Selection of Contract to the apparent lowest responsive and responsible Bidder Weekley Asphalt Paving, Inc. \$30,228.00.

ATTACHMENTS:

[ITB-22-07 Weekley Asphalt Paving Bid](#)
[ITB 22-07 Bid Review Matrix](#)

Town of PembrokePark
3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov



**TOWN OF PEMBROKE PARK
INVITATION TO BID (ITB)
SW 32nd Street Asphalt Replacement**

BID PACKAGE ITB NO. 22-06

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

Thursday, July 07, 2022 at 3:00 PM, EST

**TOWN OF PEMBROKE PARK
ATTENTION: TOWN CLERK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023**

**THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS ITB ON OR BEFORE THE STATED DATE AND TIME WILL BE
SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR**

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Town of Pembroke Park
ITB 22-06 SW 32nd Street Asphalt Replacement

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TOWN OF PEMBROKE PARK

**INVITATION TO BID
SW 32ND STREET ASPHALT REPLACEMENT
ITB NO. 22-06**

SECTION 1

1. BACKGROUND

The Town of Pembroke Park is a Florida municipal corporation and is located in the southeastern part of the state in Broward County. The Town has a current estimated permanent population of 6,700 residents with a large influx of seasonal residents each winter. The Town has a total area of 1.7 square miles.

The Town is governed by a five (5) Town Commissioners, operating under a Commissioner/Manager form of government and has 32 employees. Commissioners are elected at large and serve for four (4) year terms. The Town Commission is responsible for passing Town Ordinances and Resolutions, adopting the annual budget, appointing committees, and setting policies. The Town Manager is responsible for the overall management and administration of each Department within the Town and implements Town policies at the direction of the Town Commission.

The Town provides a range of traditional municipal functions. These include police protection, fire rescue services, water, and sewer services, planning and zoning services, maintenance of roadways, and recreational opportunities.

2. DESCRIPTION OF WORK

Town of Pembroke Park, Florida ("TOWN") is soliciting sealed bids from qualified licensed contractors to furnish all materials, labor, supervision, shop drawings, transportation, inspections, permits, licenses, equipment, and all incidentals necessary for asphalt replacement of a 1.1 mile of roadway.

The project (SW 32nd Street Asphalt Replacement) is located at SW 32nd Street, Pembroke Park, FL 33023.

The TOWN will consider Bids only from responsible and responsive Bidder(s) licensed and qualified by experience to provide and do the work specified.

These instructions herein are standard for all service contracts issued through the Town of Pembroke Park Finance and Budget Department. In this document, Invitation to Bid (ITB) and Request for Proposal (RFP), bids and proposals are interchangeable.

3. ITB TIMETABLE

The proposed time schedule as related to this procurement is as follows:

Release of ITB	Monday, June 13, 2022
Site visit meeting	Tuesday, June 21, 2022
Deadline for questions	Thursday, June 30, 2022
Bids due date	Thursday, July 07, 2022
Opening of Bids:	Thursday, July 07, 2022
Award bid selection recommendation	Wednesday, July 13, 2022
Pre-construction meeting	Thursday, July 21, 2022

**All dates are subject to change at the discretion of the Town.*

4. SITE VISIT

All interested vendors shall make a site visit at any time to survey the location and get detail information, measurements, and existing condition of the roadway at SW 32nd Street, Pembroke Park, FL 33023.

5. BID CONTENT

1. MINIMUM BID CONTENT

Bidder Statement of Organization

A. Provide Bidder information as follows: (Use TOWN Forms)

- i. Legal contracting name including any fictitious name.
- ii. State of organization or incorporation.
- iii. Ownership structure of Bidder's company. (e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
- iv. Federal Identification Number.
- v. Contact information for Bidder's Local office (if any).
- vi. List of officers, owners and/or partners, or managers of the firm. Include names, business addresses, email addresses, and phone numbers.
- vii. Any additional organizational information that Bidder wishes to supply to augment its organizational structure.
- viii. Contact information for Bidder's primary representative during this ITB process. Include name, phone number, e-mail, mailing address, city, state, zip.
- ix. Briefly summarize any potential conflicts of interest, pending or current litigation relating to the performance of requested financial advisory services in which Bidder is a party, if applicable.

B. Bidder Personnel and References: (Use TOWN Forms for references)

- i. Identify the key staff members Contractor intends to assign to the project.
- ii. Submit at least three (3) client references for whom Contractor has provided services similar to those specified in this ITB in the past five (5) years. Each client reference should include the following:
 - Organization name
 - Contact name(s)

- Contact email address
- Street address
- Telephone numbers
- Dates of service (start/end)
- Scope of work (brief description)

6. BID SUBMISSION INSTRUCTIONS

A. Bidder shall complete and submit the following documents by the deadline set forth herein:

- Quotes Bid
- Bidder Statement of Organization as described in Section 5 above using TOWN forms herein the bid documents.
- Bid Signature Page
- Questionnaire
- Acknowledgement
- Vendor/Bidder Disclosure
- References
- Certification Regarding Scrutinized Companies
- Public Entity Crimes
- Conflict of Interest Disclosure
- Non-Collusion Statement
- Confirmation of Drug-Free Workplace
- Acknowledgement of Addenda

B. Submit one (1) original complete package, one (1) duplicate complete package, and one (1) electronic copy of the Bid package on USB drive in a sealed envelope to the Town of Pembroke Park Town Clerk. All packages shall be clearly marked on the outside of the envelope: **TOWN OF PEMBROKE PARK ITB 22-06 SW 32ND STREET ASPHALT REPLACEMENT**

C. The Bidder's name and address, date and hour set for the Bid opening shall also be included on the outside of the envelope, along with documents listed in Section 7 below.

D. Submit the sealed Bid package to Town of Pembroke Park, Attn: Town Clerk, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023 on or before Thursday, July 07, 2022 at 3:00 P.M. Late Bids shall not be accepted.

E. Please allow for normal mail delivery time to ensure timely receipt of bids, if using regular mail.

F. Bids may not be submitted electronically, by e-mail, or fax.

G. Selected Bidder shall return the following items:

- Business License
- Insurance Certificate
- Completed Form W-9

7. ITB PACKAGE CONTENTS

- A. This ITB package includes:
- Sections 1 through 6 hereof
 - Town of Pembroke Park Required Submittal Forms:
 - Bid Forms
 - Bid Signature Page
 - Questionnaire
 - Bid Acknowledgment
 - Vendor/Bidder Disclosure
 - References
 - Subcontractors
 - Certification Regarding Scrutinized Companies
 - Public Entity Crimes
 - Conflict of Interest Disclosure
 - Non-Collusion Statement
 - Confirmation of Drug-Free Workplace
 - Acknowledgement of Addenda
- B. If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other errors in the ITB, the Bidder must immediately notify TOWN of such error and request modification or clarification. Modifications or clarifications will be posted as addenda to the Town and DemandStar's websites, at www.tppfl.gov and www.demandstar.com respectively.
- C. Questions must be submitted in writing to the Public Services Department at MJacques@tppfl.gov no later than 5:00 PM on or before Thursday, June 30, 2022. Answers to questions related to the project will be posted on the Town's website www.tppfl.gov, and DemandStar at www.demandstar.com as an Addendum by 3:00 PM on Thursday, July 07, 2022. Respondents are responsible for checking the websites to ensure they have all addenda prior to submitting their Bid, as failing to acknowledge any addenda may result in disqualification.

SECTION 2

1. EVALUATION CRITERIA

Town shall tabulate and evaluate only bids received from responsive and responsible Bidders, and award to the lowest responsive and responsible Bidder.

2. TABULATION OF BIDS AND SELECTION PROCESS

To receive consideration, bids must be received prior to, or on the Bid opening date and time. Unless otherwise specified, Bidders shall use the Bid forms provided with the Bid Documents by TOWN. These forms may be duplicated, but failure to use the forms will cause the Bid to be rejected. All corrections on the Bid shall be made in ink and initialed by Bidders in ink. All information submitted by the Bidder shall be printed, typewritten, or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by TOWN in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Bids sent via FAX will be rejected. Bids will be publicly opened by the Town Clerk, in the presence of Bidders, the public, and TOWN's staff. Bidders and the public are invited and encouraged to attend Bid openings. Bids will be tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

3. CONTRACT CONDITIONS

APPROVED EQUAL: All manufacturer's names, trade names, brand names, or catalog numbers used in the technical specifications with acceptance of APPROVED EQUAL are for the purpose of describing and

establishing TOWN's minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS". In such cases, TOWN will be receptive to any item considered by qualified Town personnel as an APPROVED EQUAL. The specified make and model shall represent the level of quality and features desired by TOWN, and the Bidder shall state clearly in the Bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the Bid, to enable TOWN to ensure that the Bid meets the required criteria. TOWN may reject the item, if adequate information is not submitted with the Bid. TOWN will be the sole judge in determining if the item bid qualifies as an APPROVED EQUAL.

LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto, and shall govern any and all claims and disputes which may arise between person(s) submitting a Bid response hereto and TOWN by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY TOWN TO FOLLOW TOWN'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE USER'S DEPARTMENT OR THE FINANCE & BUDGET DIRECTOR, BY DELIVERING A LETTER OF PROTEST TO TOWN WITHIN TEN (10) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON TOWN'S WEBSITE AT THE FOLLOWING LINK: [https://www.tppfl.gov/How do I/bid-openings/](https://www.tppfl.gov/How%20to%20bid-openings/).

THE COMPLETE PROCUREMENT ORDINANCE MAY BE FOUND ON TOWN'S WEB SITE AT THE FOLLOWING LINK: <https://www.tppfl.gov>.

MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. Bidders must notify the Finance and Budget Department immediately, if they are unable to meet or exceed these items' specifications, and believe that the technical specifications are overly restrictive. Such notifications must be received by the Finance and Budget Department prior to the questions' submittal deadline date, or five (5) days before Bid due and open date. TOWN shall consider the technical specifications to be acceptable to all Bidders, if no questions or comments are received before the Bid's submittal date.

PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT: The Bidder's response to the RFP/ITB is a public record pursuant to Florida law, which is subject to disclosure by TOWN under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). TOWN shall permit public access to all documents, papers, letters or other material submitted in connection with this ITB and the Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in TOWN's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to TOWN which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. TOWN shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. TOWN's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify,

and hold harmless TOWN and TOWN's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of TOWN's treatment of records as public records. Bids purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP/ITB AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP/ITB OR ANY PART THEREOF AS COPYRIGHTED.

QUALIFICATIONS/INSPECTION: Bids will only be considered from firms licensed by the State of Florida or Broward County, manufacture-certified firms with representatives having five (5) years of experience in providing the types of services specified herein. TOWN reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform the work. The Finance Director reserves the right to reject Bids where evidence or evaluation is determined to indicate the Contractor's inability to perform the work.

QUANTITIES: All quantities listed in this ITB as estimated or projected are provided for tabulation and informational purposes only. No guarantee of quantities is given or implied. TOWN specifically reserves the right to accept all or any part of the Bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of TOWN, without such change affecting the contract unit price set forth in the Bid form by the Bidder.

SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine their suitability. Unless otherwise specified, samples shall be requested after the date of Bid opening and shall be received by TOWN within seven (7) working days of request, and must be furnished free of charge to TOWN. Upon request of the Bidder, TOWN shall return all samples if not used in testing or destroyed within thirty (30) days of Bid award at Bidder's expense. In addition, TOWN may request full demonstrations of items prior to award. The Bidder shall respond promptly and arrange a demonstration at a convenient location, when they are requested. Failure to provide samples or demonstrations as specified by TOWN may result in rejection of a Bid.

TAXES: The Town of Pembroke Park is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property.

SECTION 3

1. CONDITIONS TO AGREEMENT

ACCEPTANCE, CONDITION, AND PACKAGING: All material delivered on site shall remain the property of the Seller until after TOWN's physical inspection and satisfactory acceptance of the material. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. TOWN will not accept substitutes of any kind. All items or material not meeting specifications will be returned to the Bidder at the Bidder's expense. Payment will be made only after TOWN's receipt and acceptance of materials or services.

ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidders, by virtue of bidding, certify that if awarded any portion of the ITB the Bidder will supply only material or equipment that is 100% asbestos free.

ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of TOWN. Any award issued pursuant to this ITB, and the monies, which may

become due hereunder, are not assignable except with the prior written approval of TOWN Commission, or TOWN Manager, or Town Manager's designee, depending on original award approval.

CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of TOWN for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to Bid specifications. Items delivered which do not conform to Bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in Contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from TOWN's Bidder mailing list for a specified period of time, during which Bidders will not be recommended for contract award.
- All Town Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

ELIGIBILITY: The Contractor must be registered with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with TOWN.

INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under any Contractor pursuant to this ITB. Personnel services for the Contractor shall be performed and supervised by the Contractor, and not by officers, employees, or agents of TOWN. Contractor's personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under any Contract shall be those of the Contractor.

LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that apply to the Bid Documents and Contract Documents.

LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

OTHER GOVERNMENTAL ENTITIES: An awarded Bidder may be requested to provide goods and services to other governmental agencies if Bidders have sufficient capacity or good quantities available. The awarded good or services shall be provided in accordance with the terms and conditions of the ITB and contract. Prices shall be F.O.B. delivered to the requesting agency.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless TOWN and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or used in the performance of a Contract, including its use by TOWN. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

PERMITS, TAXES, LICENSES: The successful Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules, and regulations applicable to business to be carried out under any Contract. Contractor will be reimbursed for all TOWN building permits.

RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to a Contract. The Contractor agrees to make available to TOWN's Internal Auditor, during normal business hours all books of account, reports and records relating to a Contract. These accounting records shall be retained for the duration of a Contract and for three years after the final payment under a Contract, or until all pending audits, investigations or litigation matters relating to a Contract are closed, whichever is later.

SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).

TERMINATION FOR CAUSE: If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Bid Documents or Contract Documents, or if the Contractor violates any of the provisions of this the Bid Documents or Contract Documents, TOWN may upon written notice to the Contractor terminate the right of the Contractor to proceed under the Bid Documents or Contract Documents, or with such part or parts of the Bid Documents or Contract Documents as to which there has been default, and may hold the Contractor liable for any damages caused to TOWN by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under the Bid Documents or Contract Documents shall, at the option of TOWN, become TOWN's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of TOWN. The Contractor, however, shall not be relieved of liability to TOWN for damages sustained by TOWN by reason of any breach of the Bid Documents or Contract Documents by the Contractor, and TOWN may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to TOWN from the Contractor can be determined.

TERMINATION FOR CONVENIENCE: TOWN reserves the right, in its best interest as determined by TOWN, to cancel a Contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of discussions with Town employees. Only those communications which are in writing from an authorized TOWN representative shall be considered.

2. PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Services, equipment, and workmanship not conforming to the intent of the Contract Agreement or meeting the approval of TOWN may be rejected. Replacements and/or rework, as required, shall be accomplished on a timely basis at no additional cost to TOWN.

Bids must clearly state any warranties and guarantees against Subcontractor's workmanship and material. In the event of default by the Bidder, TOWN reserves the right to procure the necessary services from other sources and hold the Bidder responsible for any excess costs incurred as a result of such action.

Any variations from the RFP/ITB specifications, no matter how slight, including substitutions of products or methods must be noted and explained fully in a submittal with Bid entitled "Proposed Specifications". If no exceptions are noted, it shall be understood that the specifications will be adhered to exactly as listed in the specifications section of this document.

Where an "or EQUAL" is specified, TOWN shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by TOWN in writing. If specifications are in contradiction, or if they contain any errors or omissions, Bidders shall notify the Public Services Director at MJacquies@tppfl.gov at least ten (10) working days before the Bid opening, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

3. EMPLOYEES

Contractor shall provide qualified staff to perform all installation activities. Contractor shall have an "on-site" supervisor who speaks and reads English and is fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements, and OSHA safety standards and regulations.

4. NON-DISCRIMINATION

Bidder agrees and warrants that in the performance of the contract pursuant to this solicitation, Bidder will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, or physical disability or other basis in any manner prohibited by federal, state, or local laws.

5. VARIATIONS TO SPECIFICATIONS

For each work authorization, Bidder must indicate any variance to the specifications, terms, and/or conditions, provided by TOWN, no matter how slight. If variations are not stated in the cost estimate to TOWN; it will be assumed that the product or service fully complies with the specifications, terms and/or conditions given for each specific work request.

6. REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to TOWN's Public Services Department by the deadline stated herein via e-mail at MJacquies@tppfl.gov. Oral instructions are not binding. All questions and interpretations will be clarified in writing to all Bidders by written addenda. Failure of a Bidder to receive and/or acknowledge any addendum shall not release the Bidder from any obligations under this Bid.

7. RIGHT OF REJECTION

The Town reserves the right to waive any informality in any bid, to reject any or all bids in whole or in part, with or without cause, and/or to accept the bid that in its judgment will be in the best interest of the Town.

8. PERFORMANCE BOND

If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to TOWN a Performance Bond, payable to the Town of Pembroke Park, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to TOWN thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement are given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages

nor is it intended to limit the liability of the Contractor to TOWN in the event of a material breach of this Contract Agreement by the Contractor.

9. INSURANCE

The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by TOWN or as specified in the Special Conditions.

The Contractor must purchase and maintain, at its own cost, primary insurance(s) with the minimum coverage limits described below. Insurance(s) must be with insurers and formats acceptable to Town, covering all premises and operations, and in force from the beginning of the project through the warranty period. The selected Contractor will be responsible for any deductible losses required in its insurance(s).

Commercial General Liability

- Combined single limits of one million dollars (\$1,000,000) each occurrence
- One million dollars (\$1,000,000) aggregate

Coverage must include bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy must also contain a provision for severability of interests. TOWN, its elected officials, officers, and employees must be named on the certificate as additional insured.

Professional Liability

- One million dollars (\$1,000,000) each occurrence
- One million dollars (\$1,000,000) aggregate

Employer's Liability Insurance

- Six hundred thousand dollars (\$600,000) each accident
- Six hundred thousand dollars (\$600,000) disease - policy limit
- Six hundred thousand dollars (\$600,000) disease

TOWN, its elected officials, officers, and employees must be named on the certificate as additional insured.

Comprehensive Automobile Liability - bodily injury and property damage

- Combined single limits of six hundred thousand dollars (\$600,000) each occurrence
- Six hundred thousand dollars (\$600,000) aggregate

Automobile coverage shall be for each owned, non-owned or hired Contractor vehicle (including employee-owned vehicles) used for the project and shall also contain a provision for severability of interests. TOWN, its officials and employees must be named on the certificate as additional insured.

Certificates of insurance must be received and approved by TOWN prior to the beginning of services. Certificate(s) must identify the project and indicate that cancellation, termination or material change to the policy will not occur without 30 days prior written notice to TOWN. If asked, the Contractor must provide a certified copy of any policy and/or endorsement. Should the Contractor fail to purchase or maintain insurance(s) as required, TOWN may either terminate the contract or purchase the required insurance and recover the cost from the Contractor.

10. INDEMNIFICATION

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Town and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to attorney's fees and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Bidder's work, provided that such claim, damage, loss or expense is caused in whole or in part by any intentional or negligent act or omission by the Bidder, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Bidder to perform or furnish the services, or anyone for whose acts the Bidder may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Town or any of its consultants, agents or employees by any employee of Bidder, by any person or organization directly or indirectly employed by Bidder to perform or furnish any of the work, or by anyone for whose acts Bidder may be liable, the indemnification obligation under this requirement shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Bidder under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

11. WARRANTY

The Contractor shall provide warranty for the windows, doors, equipment, and labor at a minimum for a period of one (1) year after installation of said windows and doors, equipment, and material approval by TOWN. Further, Contractor warrants that the work will be performed in a professional manner in accordance with Town, State, and Federal standards applicable to the project.

SECTION 4

1. GENERAL TERMS AND DEFINITIONS

i. Definitions

Addendum/Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The proposer to whom award has been made.

Invitation to Bid (ITB): Shall mean this solicitation documentation, including any and all addenda. An ITB involves tabulation of Bids, and award shall to the lowest bidder.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Removal: To be removed, hauled away from site, and safely disposed at Contractor's expense.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Town: Shall refer to the Town of Pembroke Park

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The Town has established for purposes of this ITB that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

ii. Equal Opportunity Agreement

In connection with work performed under a Town contract, a Bidder agrees, upon receipt of a written award or acceptance of a contract, to support and abide by all State and Federal Equal Opportunity laws and regulations.

By submitting a bid in response to this solicitation, a Bidder agrees to:

- Not discriminate against any employee or job applicant because of their race, creed, color, sex, age, marital status or national origin;
- Post a copy of this pledge in a conspicuous place, available to all employees and job applicants; and
- Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the Bidder is an "Equal Opportunity Employer".

iii. Public Entity Crimes

Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

iv. Scrutinized Companies.

Certification Regarding Scrutinized Companies. The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel. For purchases of \$1 million or more: By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services of \$1 million or more may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

v. Issuance of Addenda

If this solicitation is amended, the Town will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

Bidders shall acknowledge receipt of each addendum to this solicitation by signing and returning the addendum. The Town must receive the acknowledgment by the time and date, and at the location specified for receipt of bids.

vi. Payment

Prompt Pay Policy: It is the policy of TOWN to fully implement the provisions of the State of Florida Prompt Payment Act.

Payment for work shall be authorized upon completion of all work specified in "Scope of Work" of this specification. Invoices will be subject to verification by the Interim Public Services Director Myriam Jacques. Request for payment invoices shall be submitted to TOWN using company Contractor's letterhead and logo, addressed to: Town of Pembroke Park, 3150 SW 52nd Avenue, ATTN: Director of Finance, Pembroke Park, FL 33023. The invoice shall include the following: Company name, invoice number, date of invoice, project name, purchase order number, Town's address, and work item for which payment is being requested.

Withholding Payment: In the event a contract is canceled under any provision herein, TOWN may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

vii. Access To Meetings

Persons with disabilities requiring reasonable accommodations to attend meetings, please call the Town Clerk at (954) 966-4600 at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Evaluation Committee meetings will be posted in TOWN's office as far in advance of the meeting as possible.

viii. Confidentiality

By submitting a bid in response to this solicitation, a Bidder acknowledges that TOWN is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Bidder further acknowledges that any materials or documents provided to TOWN may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a Bidder provide TOWN with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the Bidder shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The Bidder shall submit to Town both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Bidder fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated and provided the affected Bidder has otherwise fully complied with this provision, TOWN, in reliance on the representations of the Bidder, will produce for that person only the redacted version of the affected material. If the

person requests to examine or copy the complete version of the affected material, TOWN shall notify the Bidder of that request, and the Bidder shall reply to such notification, in a writing that must be received by TOWN no later than 4:00 p.m., ET, of the second Town business day following Bidder's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Bidder refuses to permit disclosure of copying, the Bidder agrees to, and shall, hold harmless and indemnify TOWN for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by TOWN, or assessed or awarded against TOWN, in regard to TOWN's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Bidder is not initially named as a party, the Bidder shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any bid submitted by a Bidder in response to the ITB and shall constitute TOWN's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to TOWN.

2. CONTRACT AWARD

Any contract, as a result of this ITB, will be submitted to the Town Commission for its approval. The Contract award, if any, shall be made to the lowest responsive and responsible Bidder whose Bid shall be deemed by TOWN to be in the best interest of TOWN. TOWN's decision to make the award and which Bid is in the best interest of TOWN shall be final.

3. INSPECTIONS

The Contractor and the TOWN's representative shall meet once the job is completed to discuss any areas of concern. The dates and times for reviewing work will be mutually agreed to by both parties.

4. PERMIT FEES

TOWN will reimburse the selected Contractor municipal permit fees, as may be needed. However, administrative re-inspection fees may be assessed to the selected Contractor, in instances, where the required re-inspection is the direct result of Contractor's omission or error.

5. CONTRACTOR'S EQUIPMENT

All Contractors' equipment shall be maintained in a safe operating condition while performing work under this contract. The Contractor shall always have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, TOWN shall direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of TOWN. The Contractor shall be responsible for injury to persons caused by the operation of its equipment.

6. STORAGE OF MATERIALS

Contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas, unless it is pre-approved by TOWN.

7. DISPOSAL OF WASTE

The Contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the Bidder's responsibility to become familiar with the existing conditions of Preserve to determine the type of equipment necessary to successfully provide the specified services.

8. PROTECTION OF PROPERTY

The Contractor shall take extra precaution to protect all property while conducting services. Any damage done by the Contractor shall be corrected to its original or better state and shall be corrected to the satisfaction of the Public Services Director Todd Larson.

9. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to TOWN prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced. If the work site has any pre-existing damage, the Contractor shall notify the Public Services Department in writing via electronic mail at MJacquies@tpfpl.gov. Failure to do so shall obligate the Contractor to make repairs per the above section.

10. LIQUIDATED DAMAGES

If TOWN finds any deficiencies in work performed under Scope of Work, the deficiencies will be addressed in a letter addressed to the Contractor within five (5) calendar days from inspection. The Contractor will have (10) calendar days to correct such deficiencies. No work will be paid for until all work has been inspected and approved by TOWN. Time is of the essence and \$500.00 a day liquidated damages may be assessed for every calendar day the project is late.

SECTION 5

SCOPE OF WORK

Contractor shall design and provide all materials, equipment, and labor for the milling and paving of approximately 15,430 square feet at an average depth of 1.5 inches thickness of asphalt at SW 32nd Street, Pembroke Park, FL 33023.

1. MOBILIZATION

CONTRACTOR shall include mobilization cost in the bid package.

2. MILLING AND PAVING

Paving installation should include the following:

- a. Demolition and removal of existing asphalt surface. Clean all surfaces and remove all loose materials and dirt before paving on the road. Remove and properly dispose of all excavated material.
- b. Grading and sloping of the surface to be paved to ensure that water will run-off appropriately.
- c. Sawcut in areas to be overlaid about 1-inch of asphalt around all edges of sidewalks, walkways, storm drain frames, manholes.
- d. Proper compaction eliminating all soft areas in the sub base.
- e. Apply approved DOT tack coat.
- f. Installation of new pavement appropriately to an average of 1.5 inches, to provide a smooth ride and a shiny, attractive finished surface.

- g. Rolling and compaction of asphalt.
- h. Butt joints are areas, where old asphalt meets new asphalt pavement.
- i. Rolling of entire new asphalt pavement using a roller truck. The new asphalt pavement surface shall be compacted and smoothed.

TOWN will consider Bids only from responsible and responsive Bidder(s) licensed and qualified by experience to provide and do the work specified herein.

SECTION 6

TOWN FORMS

1. BID FORM

SCHEDULE OF BID PRICES

Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will be firm for acceptance by TOWN, and that the Bid prices will be in compliance with the Broward County Prevailing Wages.

(Please fill in all blanks and return with your Bid.)

NOTE: Bidder shall perform the work with its own organization, amounting to not less than 35 percent of the contract price.

Bidder agrees to perform all the work described in the contract documents for the following unit prices or lump sums. BIDS shall include shipping costs, sales tax, and all other applicable taxes. Bidder also understands that the extended total for each and every item is the result of multiplying the quantity times the unit cost. The unit cost shall prevail, if discrepancies between the unit and total costs are found.

Bid Prices Shall Be Based Pursuant to Specifications and Attachment A. Contractor Shall Calculate and Provide Quantity Required for Each Line Item.

In accordance with the Town's Invitation to Bid (ITB 22-06) and the specifications contained herein, the undersigned proposes the following Bid prices:

A. SW 32ND STREET ASPHALT REPLACEMENT

Company Name		Weekley Asphalt Paving, Inc.			
ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST (\$)	
1.	Mobilization	1	LS	5,446.00	
2.	Complete Paving, Milling, Rolling, Warranty	1	LS	24,782.00	
3.	TOTAL	\$	30,228.00		

Authorized Signatory:

(Signature)

Executed by:

(Type or Print Name) Daniel D. Weekley

Title: President

For (Company): Weekley Asphalt Paving, Inc.

Town of Pembroke Park
ITB 22-06 SW 32nd Street Asphalt Replacement

Company Name				
ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST (\$)

Address: 20701 Stirling Road, Pembroke Pines, FL 33332

Telephone Number: 954-680-8005 Email: danweekley@weekleyasp.com

B. BID SIGNATURE PAGE

HOW TO SUBMIT BIDS: Bids must be submitted by hard copy. It is the sole responsibility of the Bidder to ensure that the Bid reaches the Town of Pembroke Park, Town Hall, Town Clerk's Office, 3150 SW 52nd Avenue, Pembroke Park, FL 33023, on or prior to the Bid due date and time listed. Bids submitted by fax or email will not be accepted.

The undersigned hereby agrees to furnish services subject to all instructions, terms, conditions, specifications, and addenda contained in the Invitation to Bid (ITB).

I have read the ITB, and all attachments including the specifications and fully understand what is required. By submitting this signed Bid, I understand any resulting Town contract will be subject to ITB instructions, terms, conditions, specifications, and addenda.

Weekley Asphalt Paving, Inc. 07/07/2022
Submitted by Date
Signature Date
Daniel D. Weekley, President
Name Print Title
Weekley Asphalt Paving, Inc.
Company (Legal Registration)

FOREIGN CORPORATIONS MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

20701 Stirling Road
Address
Pembroke Pines, FL 33332
City State Zip
954-680-8005 954-680-8671 danweekley@weekleyasp.com
Telephone No. FAX No Email

Does your firm qualify for MBE or WBE status? No MBE WBE



2. TOWN OF PEMBROKE PARK SUBMITTAL REQUIRED FORMS

Bidders must complete and submit all TOWN requested documentation to be considered a responsive and responsible Bidder.

1. Section 1, Paragraphs 5 and 6 documentations
2. Questionnaire
3. Bid Acknowledgment
4. Vendor/Bidder Disclosure
5. Subcontractors
6. References
7. Scrutinized Companies
8. Public Entity Crimes
9. Conflict of Interest Disclosure
10. Non-Collusion Statement
11. Confirmation of Drug-Free Workplace
12. Acknowledgement of Addenda

Town of Pembroke Park
ITB 22-06 SW 32nd Street Asphalt Replacement



QUESTIONNAIRE

Weekley Asphalt Paving, Inc.

Submitted by (Company Name):

Florida Corporation

Corporation

Partnership

Individual

Joint Venture

Other

Describe:

20701 Stirling Road, Pembroke Pines, FL 33332

Office Location:

154 employees

Number of people in your organization:

66 years

Length of time the Contractor has been doing business under this name in Florida:

Years

None

Under what other name(s) has your firm operated:

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

No

YES

(attach a detailed explanation)

NO ✓

Town of Pembroke Park
ITB 22-06 SW 32nd Street Asphalt Replacement



BID ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Invitation to Bid, ITB 22-06, SW 32nd Street Asphalt Replacement for the Town of Pembroke Park, does hereby offer to perform such services for the Town of Pembroke Park, in the manner described and subject to the terms and conditions set forth in the attached ITB.

The undersigned gives permission for Pembroke Park to contact business references provided in this Bid, and any others for whom the undersigned has performed work.

The undersigned further states that this Bid is made in good faith and is not founded on, or in consequence of, any collusion, anti-competitive agreement, or other type of anti-competitive activities between themselves and any other interested party, in restraint of free competition.

Bidder Business Name: Weekley Asphalt Paving, Inc.

Authorized Representative Signature: _____

Authorized Representative Name (Print): Daniel D. Weekley

Authorized Representative Title (Print): President

Address: 20701 Stirling Road, Pembroke Pines, FL 33332

Date: 07/07/2022 Phone: 954-680-8005 Fax: 954-680-8671

Email Address: danweekley@weekley

Key Staff Member(s) Will Assign to Project: Justin Morgan, General Superintendent
Clint Parrish, Asphalt Manager



VENDOR/BIDDER DISCLOSURE

I, Daniel D. Weekley, being first duly sworn state that:

The full legal name and business address of the person(s) or entity contracting with the Town of Pembroke Park ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Weekley Asphalt Paving, Inc.

Address: 20701 Stirling Road

Pembroke Pines, FL 33332

FEIN: 59-0753039

State and date of incorporation Florida; 7/15/1955

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership
Daniel D. Weekley, President;	20701 Stirling Road, Pembroke Pines, FL 33332	33 1/3%
Troy L. Weekley, Vice President;	20701 Stirling Road, Pembroke Pines, FL 33332	33 1/3%
Wayne D. Weekley, Secretary/Treasurer;	20701 Stirling Rd, Pembroke Pines, FL 33332	33 1/3%

The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest Town of Pembroke Park in the contract or business transaction with TOWN are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership
None		

Town of Pembroke Park
ITB 22-06 SW 32nd Street Asphalt Replacement

STATE OF FLORIDA)
)
COUNTY OF Broward)

By: _____
Signature of Affiant

Date: 07/07/2022

Daniel D. Weekley, President
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 7 day of

July 20 22, by Daniel D. Weekley, he/she is personally known

to me or has presented _____ as identification.

Notary Public, State of Florida at Large

Print or Stamp of Notary:



Town of Pembroke Park
ITB 22-06 SW 32nd Street Asphalt Replacement



The Bidder shall list all Subcontractors to be used on this project, if awarded the Contract for this project in the form below.

	CLASSIFICATION OF WORK	NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR
1.	Striping	P & J Striping, Inc.	3901 NW 29 Avenue Miami, FL 33142
2.	MOT	Acme Barricades	9800 Normandy Blvd Jacksonville, FL 32221
3.			
4.			
5.			

REFERENCES

All references must be from customers for whom your company has provided similar services as the specifications of this Bid. (Invalid contact information will result in default of references and may cause the bid to be disqualified.)

Company Name:

1.	Company	Town of Davie
Street Address 6591 Orange Drive		
City, State & Zip Davie, FL 33314		
Contact Person Name		Osdel Fernandez-Larrea
Title		Public Works & Capital Projects Director
Phone	954-797-2086 or 954-552-3798	
Email	oferandez-larrea@davie-fl.gov	
Describe Scope of Work and dates of project/service (start/end)		
Misc. Services - Milling, Resurfacing and Re-striping of Roadways Townwide 1/2021 to 2/2022		
2.	Company	City of Pembroke Pines
Street Address 601 City Center Way		
City, State & Zip Pembroke Pines, FL 33025		
Contact Person Name		Karl Kennedy
Title		City Engineer
Phone	954-518-9040 or 954-829-4507	
Email	kkennedy@ppines.com	
Describe Scope of Work and dates of project/service (start/end)		
Roadway Drainage, Traffic Services for Westview Neighborhood included milling, asphalt paving, pavement markings and signage 7/2020 to 11/2020		
3.	Company	City of Cooper City
Street Address 9070 SW 51st Street		
City, State & Zip Cooper City, FL 33328		
Contact Person Name		Tim Fleming
Title		Field Operations Supervisor Parks & Roads, Public Works
Phone	954-444-3136 or 954-434-2300	
Email	tfleming@copercifyfl.org	
Describe Scope of Work and dates of project/service (start/end)		
2019 Cooper City Resurfacing includes milling, resurfacing and striping of city roadways 10/2019 to 7/2020		



SCRUTINIZED COMPANIES

CERTIFICATION REGARDING SCRUTINIZED COMPANIES. The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel. For purchases of \$1 million or more: By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services of \$1 million or more may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Acknowledged By:

Weekley Asphalt Paving, Inc.

Firm Name:

Daniel D. Weekley, President

Printed Name:

Title:

07/07/2022

Signature:

Date:



PUBLIC ENTITY CRIMES

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged By:

Weekley Asphalt Paving, Inc.

Firm Name:

Daniel D. Weekley, President

Printed Name:

Title:

07/07/2022

Signature:

Date:

Town of Pembroke Park
ITB 22-06 SW 32nd Street Asphalt Replacement



CONFLICT OF INTEREST DISCLOSURE

The award of the agreement is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid, the name of any officer, director, or agent who is also an employee or relative of an employee of the Town of Pembroke Park ("TOWN").

Furthermore, all Bidders must disclose the name of any TOWN employee or relative(s) of a TOWN employee who owns, directly or indirectly, an interest in the Bidders firm or any of its branches.

The purpose of this disclosure form is to give TOWN the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any TOWN duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation, if necessary:

- ☒ To the best of our knowledge, the undersigned Contractor has no potential conflict of interest as defined in Chapter 112, Florida Statutes.
- ☐ The undersigned Contractor, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this ITB.

Acknowledged By:

Weekley Asphalt Paving, Inc.

Firm Name:

Daniel D. Weekley, President

Printed Name:

Title:

07/07/2022

Signature:

Date:



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Town of Pembroke Park ("TOWN") officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any TOWN officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with TOWN Policy and Standards:

1. TOWN employees may not contract with TOWN through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
2. Immediate family members (spouse, parents, and children) are also prohibited from contracting with TOWN subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of TOWN Finance Code.

NAME	RELATIONSHIPS
None	None

In the event the vendor does not indicate any names, TOWN shall interpret this to mean that the vendor has indicated that no such relationships exist.

Company/Firm: Weekley Asphalt Paving, Inc.

Authorized Signature: _____

Print Name: Daniel D. Weekley

Title: President

Date: 07/07/2022



CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature Daniel D. Weekley, President

07/07/2022

Date

Town of PembrokePark
3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov



ADDENDUM I

ITB # 22-07 S.W. 32nd Street Asphalt Replacement

NOTICE OF CHANGE

Please note that ITB # 22-06 has changed to ITB # 22-07.

If you have any questions, please contact Stephanie Woodbury, Project Manager at
swoodbury@tppfl.gov

Town of Pembroke Park
3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov #



ADDENDUM II
QUESTIONS & ANSWERS
SW 32nd Street Asphalt Replacement

BID PACKAGE ITB NO. 22-067

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

Thursday, July 07, 2022 at 3:00 PM, EST

TOWN OF PEMBROKE PARK
ATTENTION: TOWN CLERK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023

**THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS ITB ON OR BEFORE THE STATED DATE AND TIME WILL BE
SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR**

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Weekley Asphalt Paving, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

5 Address (number, street, and apt. or suite no.) See instructions.

20701 Stirling Road

6 City, state, and ZIP code

Pembroke Pines, FL 33332

7 List account number(s) here (optional)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

5 9 - 0 7 5 3 0 3 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 7/7/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

Receipt #: 189-4834
Business Type: ALL OTHER TYPES CONTRACTOR
(ASPHALT CONST)

Business Opened:01/27/1994
State/County/Cert/Reg:CC-78-581
Exemption Code:

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Receipt #1CP-20-00011497
Paid 07/27/2021 81.00
07/26/2021 Effective Date

2021 - 2022

CC# 3A MAJOR ROADS (ASPHALT AND CONCRETE
PAVING FOR INTERSTATE, PRIMARY,
SECONDARY, AND ARTERIAL ROADWAYS AND
AIRPORTS AND WORK INCIDENTAL THERETO)
78-581
WEEKLEY, WAYNE D. - QUALIFYING
WEEKLEY ASPHALT PAVING INC
20701 STIRILING RD
PEMBROKE PINES FL 33332
EXPIRES 08/31/2023



STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

CGC1518050
CERTIFIED GENERAL CONTRACTOR
WORKMAN, BARRY TOD
WEEKLEY ASPHALT PAVING INC

ISSUED: 05/14/2020

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2022



CERTIFICATE OF LIABILITY INSURANCE

WEEKLAP

DATE (MM/DD/YYYY)
6/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (305) 443-4886 USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	CONTACT NAME: Francys Tolon PHONE (A/C, No, Ext): 786.785.1126 E-MAIL ADDRESS: francys.tolon@usi.com FAX (A/C, No): 7862649232														
INSURED Weekley Asphalt Paving, Inc. 20701 Stirling Road Pembroke Pines FL 33332	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Old Republic Insurance Company</td><td>24147</td></tr><tr><td>INSURER B: Certain Underwriters at Lloyds of London</td><td></td></tr><tr><td>INSURER C: AGCS Marine Insurance Company</td><td>22837</td></tr><tr><td>INSURER D: Axis Surplus Insurance Company</td><td>26620</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B: Certain Underwriters at Lloyds of London		INSURER C: AGCS Marine Insurance Company	22837	INSURER D: Axis Surplus Insurance Company	26620	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 15573832 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	X	MWZY 312426 22	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		MWTB 312425 22	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED: ☐ RETENTION \$		SCX1011422	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	MWC 312427 22	3/1/2022	3/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased & Rented Equipment		MXI93071287	3/1/2022	3/1/2023	L&R Equipment \$200,000 Deductible \$5,000

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

RE: ITB No. 22-07- SW 32nd Street Asphalt Replacement

Town of Pembroke Park is listed as an additional insured with respects to the general liability as required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

(This certificate replaces certificate# 15573831 issued on 6/29/2022)

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Certificate of Insurance (Con't)**OTHER Coverage**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
D	Excess Liability			P00100078246701	3/1/2022	3/1/2023	3,000,000 Each Occurrence 3,000,000 Aggregate

Certificate Of Insurance-Con't



Town of Pembroke Park
SW 32nd Street Asphalt Replacement

ITB 22-07 Bid Tabulation, Bid Opening July 7, 2022

ITEM #	DESCRIPTION	Weekly Asphalt Paving, Inc.	Blacktop, Inc.	V & G Construction Solutions, Corp.
1	Mobilization/Demobilization	5,446.00	3,870.45	30,000.00
2	Clearing and Grubbing: Removal and Disposal of Soil, Vegetation, and Grass	24,782.00	41,268.17	95,500.00
TOTALS		\$30,228.00	\$45,138.62	\$125,500.00

Town of Pembroke Park
SW 32nd Street Asphalt Replacement



ITB 22-07 Bid Review Matrix, Bid Opening June 7, 2022

Documents	Weekly Asphalt Paving, Inc.	Blacktop, Inc.	V & G Construction Solutions, Corp.
Total Bid Amount	\$30,228.00	\$45,138.62	\$125,500.00
Bid Forms	X	X	X
Bid Signature Page	X	X	X
Questionnaire	X	X	X
Bid Acknowledgment	X	X	X
Vendor/Bidder Disclosure	X	X	X
Subcontractors	X	X	X
References	X	X	X
Public Entity Crimes	X	X	X
Conflict of Interest Disclosure	X	X	X
Non-Collusion Statement	X	X	X
Confirmation of Drug-Free Workplace	X	X	X
Acknowledgement of Addenda	X	X	X

AGENDA ITEM REPORT



To: Town Commission
Subject: Lift Station 15 Replacement Change Order #1
Meeting: 07 13 2022 DRAFT REGULAR COMMISSION MEETING - Jul 13 2022
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

Engineering calculations and plans are required to obtain environmental permits Broward County and Florida Environmental Protection department. this information was not provided with the bid documents.

FINANCIAL IMPACT:

\$19,200

RECOMMENDATION:

Staff recommends to approve to proceed with the construction

ATTACHMENTS:

[ITB 21-03 LS15 CO #1](#)



GENERAL CONTRACTOR

CHANGE ORDER

DATE OF ISSUANCE: October, 5 – 2021

CHANGE ORDER NO. 01

OWNER:

Town of Pembroke Park
Pembroke Park, FL 33023
Attn: Mrs. Myriam Jacques

PROJECT NAME:

ITB 21-03 REPLACEMENT OF LIFT STATION #15
4250 W Hallandale Beach Blvd
3150 SW 52nd Ave

BID NO. : ITB 21-03

CONTRACTOR C&I construction and Design Inc.

PROJECT NO.:

P.O. NUMBER :

DESCRIPTION:

Professional engineering consulting services rehabilitation of the Town of Pembroke Park Lift Station 15 project in accordance with the terms and conditions set forth in the attached document

PURPOSE OF CHANGE ORDER:

The approval of the change order no. 1 for pump station 15 is to obtain approval by Broward County which requires calculations and design signed and approved by a registered engineer in the State of Florida

CHANGE ORDER IN CONTRACT PRICE

Original Contract Price	\$ 173,000.00
Previous C.O. No. <u>0</u> to No. <u>0</u>	\$ 0.00
Contract Price prior to this C.O.	\$ 173,000.00
Net (Increase) of this C.O.	\$ 19,800.00
Contract Price with all approved C.O.	\$192,800.00

The cost for this work is summarized below:

Labor	\$ 0.00
Equipment	\$ 0.00
Subcontractors	\$ 18,000.00
Sub-Total	\$ 18,000.00
Markup (10%)	\$ 1,800.00
TOTAL	\$ 19,800.00

DIRECT COST BREAKDOWN

Job Name: ITB 21-03 REPLACEMENT OF LIFT STATION #15

DESCRIPTION OF EXTRA WORK ACTIVITIES:

calculations and design signed and approved by a registered engineer in the State of Florida

Change Order (CO) # 1

ITEM						
Extra Work - Direct Cost Breakdown						
A.-Labor Requirements		Qty	Regular Rate/Hr	Overtime Rate/Hr	Regular Hrs	Overtime Hrs
Description						
		Sub-Total			SubTotal	\$ -
					Labor Burden(%)	\$ -
					Allowance Mark-Up 15% on Labor	\$ -
					ToTal	\$ -
B.-Equipment Requirements		Qty	Rate/Hr	Operating Cost	Duration Hrs	Amount
Description						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
					Total	\$ -
C. Materials Requirements						
Description		Qty.	Rate	Total Tax		Amount
				-		\$ -
				-		\$ -
				-		\$ -
				-		\$ -
				-		\$ -
				-		\$ -
				-		\$ -
					Sub-Total	\$ -
					Allowance Mark-Up 10%	\$ -
					Taxes	\$ -
					ToTal	\$ -
D.-SUBCONTRACTORS		Qty	Unit	Rate (w/Tax)		Amount
Description						
EcoTech		1	LS	\$18,000.00		\$ 18,000.00
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
		Sub-Total			Sub-Total	\$ 18,000.00
					Allowable Mark Up 10%	\$ 1,800.00
					Total	\$ 19,800.00
E.-CREDITS		Qty	Unit	Rate (w/Tax)		Amount
						\$ -
		Sub-Total				
					Total Misc.	\$ -
					GRAND TOTAL	\$ 19,800.00



July 5, 2022

Carlos Maldonado
C & I Construction and Design Inc.
14031 SW 143rd Court, Unit 6,
Miami, FL 33186

Re: Proposal for Town of Pembroke Park Lift Station 15 rehabilitation.
3150 SW 52nd Ave
Pembroke Park, FL 33023

Dear Carlos:

Eco Tech Consulting, LLC (hereinafter referred as Eco Tech), is pleased to have the opportunity to submit this proposal for professional engineering consulting services to C & I Construction and Design Inc., (hereinafter referred as C & I) for the proposed rehabilitation of Town of Pembroke Park Lift Station 15 project in accordance with the terms and conditions set forth herein.

PROJECT UNDERSTANDING

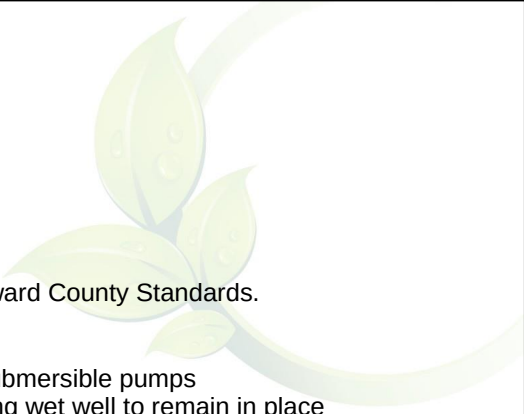
This proposal is for the engineering consulting services as is required for the rehabilitation of the Lift Station 15 owned by Town of Pembroke Park.

PROJECT ASSUMPTIONS

- Existing utilities of sufficient size, depth, pressure and capacity are available and accessible to the site and will serve as the source for accommodating this project and that no offsite improvements are required other than the required roadway restoration per Broward County Standards.
- The receiving lift station has sufficient capacity.
- There are no environmentally sensitive areas within the construction site.
- The proposed construction of the site will not require any archaeological or historical evaluations or studies.
- Existing wet well to remain but lining will be required.

SCOPE OF SERVICES

Eco Tech has structured this proposal to be consistent with the processes required by Local, State and Federal requirements. The following is the scope of Eco Tech's engineering services for the project:

- 
1. Cover Sheet/ Key Sheet
 2. General Notes
 3. Preparation of site plan for the lift station per Broward County Standards.
 4. Site Restoration as may be required
 5. Hydraulic Calculations
 6. Engineering Analysis and Selection of two new submersible pumps
 7. Existing wet well evaluation to determine if existing wet well to remain in place
 8. Electrical Design of the Pump Station
 9. Design of the new control panel with the appropriate size wiring and conduits.
 10. Miscellaneous Detail Sheet
 11. Erosion Control Plan and Notes
 12. Secure permit from Town of Pembroke Park.
 13. Secure permit from City of Hollywood.
 14. Secure permit from Broward County Environmental department.
 15. Witness and Certify the lift station start-up test
 16. Conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list.
 17. Final Notice of Acceptability of the Work Certification as is required for the project closeout with the permitting agencies.

B. FEE SCHEDULE

For the above stated service will be as per fee listed below:

The lump sum fees for these services shall be \$18,000.00 and shall be payable as follows:

1. Preparation of the Permitting Package	\$10,000.00
2. Upon obtaining the permits	\$8,000.00

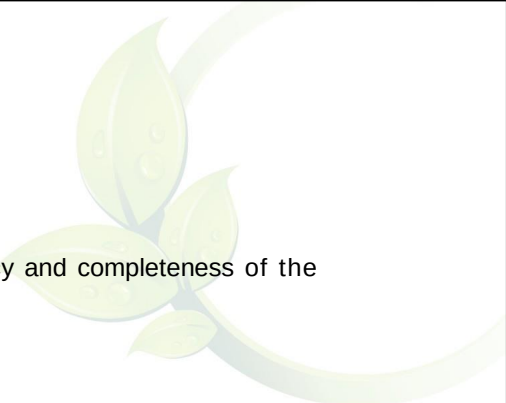
Total Design Fee: \$18,000.00 (Eighteen Thousand Dollars)

C. CLIENT'S RESPONSIBILITIES

C & I shall provide the following information and/or services if required (the following list is representative, but not exclusive):

- Survey per guide lines
- The Town of Pembroke Park should provide wet well as-built plan and if not available then the wet well survey including diameter, bottom and top elevations, thickness, inflow pipe invert and diameter and also ground elevation will be required.
- Due diligence report. (If applicable)
- Existing facilities plans (If available)
- Connection Agreement with Broward/City of Hollywood Utility Department.

Eco Tech shall be entitled to rely upon the accuracy and completeness of the foregoing documents/information.



C & I shall furnish the following:

1. Legal Description and certified land survey of the site giving grades, location of existing buildings and improvements, dimensions, angles of property lines, easements, location of trees, and full information concerning available service and utility lines above and below grade (if required by the Town of Pembroke Park).

Offered by:

Accepted by:

Signature/Date_____

Signature/Date_____

Ms. Bala Somasundaram
Eco Tech Consulting, LLC

Mr. Carlos Maldonado
C & I Construction and Design Inc.