# REVISED AGENDA

## REGULAR COMMISSION MEETING

**7:00 PM - Wednesday, January 15, 2025**

Commission Chambers

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DELETIONS OR WITHDRAWALS TO THE AGENDA
5. PRESENTATIONS / PROCLAMATIONS


5.1. Certificate of Appreciation to Volunteers for the Thanksgiving Turkey Drive and Toy Giveaway — 5

Agenda Item Report - AIR-25-003


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


7.1. Approval of Meeting Minutes — 6 - 40

September 11, 2024, Budget Hearing
September 11, 2024, Regular Commission Meeting
September 25, 2024, Workshop Commission Meeting
September 25, 2024, Final Budget Hearing
October 15, 2024, Regular Commission Meeting

Agenda Item Report - AIR-25-004

7.2. Fiber for the Police Department - IT Director Mark Pakula — 41 - 44

Agenda Item Report - AIR-25-005

7.3. Award Agreement for the Purchase and Installation of the GeoSCADA Electronic Monitoring System Project — 45 - 95

**RESOLUTION NO: 2025-004**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND AWC OF LOUISIANA, INC, ATTACHED HERETO AS EXHIBIT “A,” FOR PURCHASE, INSTALLATION, AND MONITORING OF THE SCADA SYSTEM; AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL ACTION NECESSARY IN FURTHERANCE OF THE AGREEMENT, INCLUDING ACCEPTING NON-SUBSTANTIAL CHANGES AND ANY OTHER ACTION TO

ENSURE COMPLIANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-006

8. RESOLUTIONS

8.1. Public Storage IV LTD - Parking Reduction - Planning Consultant Vonder Meulen 96 - 142

File No: 23-PR-02

Applicant: Public Storage IV LTD

Address: 3080 Pembroke Road

Request: The applicant is requesting a parking reduction approval to reduce parking from 352 parking spaces to 29 parking spaces to construct a self-storage facility.

**RESOLUTION NO. 2025-001**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PARKING REDUCTION APPLICATION SUBMITTED BY PUBLIC STORAGE IV LTD, A FLORIDA LIMITED LIABILITY COMPANY, FOR CERTAIN REAL PROPERTY LOCATED IN THE EAST 150 FEET OF TRACT Q IN BLOCK 50 OF RESUBDIVISION OF A PORTION OF LAKE FOREST SECTION FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 43, AT PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR RECORDING OF PARKING REDUCTION ORDER IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Agenda Item Report - AIR-24-152

8.2. Public Storage IV LTD - Site Plan - Planning Consultant Vonder Meulen 143 - 163

File No: 23-SP-04

Applicant: Public Storage IV LTD

Address: 3080 Pembroke Road

Request: The applicant is seeking to upgrade and modernize the self-storage facility on the property by demolishing the existing facility.

**RESOLUTION NO. 2025-002**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A SITE DEVELOPMENT PLAN FOR APPLICATION 23-SP-04 GENERALLY LOCATED AT 3080 PEMBROKE ROAD, PEMBROKE PARK, KNOWN AS THE PUBLIC STORAGE - SELF STORAGE FACILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY: AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-24-153

8.3. VIA Actuarial Solutions Engagement Letter - Town Attorney Horowitz 164 - 177

**RESOLUTION NO. 2025-003**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND VIA ACTUARIAL SOLUTIONS, ATTACHED HERETO AS EXHIBIT "A," FOR ACTUARIAL SERVICES; AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-008

9. ORDINANCES - FIRST READING

9.1. Ordinance Amending Section 2-125 - Town Attorney Horowitz 178 - 181

**ORDINANCE 2025-001**

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE V OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PROCUREMENT;" BY SPECIFICALLY AMEDNING SECTION 2-125 OF THE TOWN CODE, ENTITLED "APPLICATION AND EXCLUSIONS;" PROVIDING FOR AN AMENDED PROCESS TO WAIVE CERTAIN COMPETITIVE BIDDING REQUIREMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-007

10. NEW BUSINESS

11. OLD BUSINESS

12. DISCUSSION

13. ATTORNEY REPORTS

14. TOWN MANAGER REPORTS

15. COMMISSION REPORTS
Commissioner Jacobs
Acting Clerk Commissioner Kashem
Clerk Commissioner Hodgkins
Vice Mayor Morrissette
Mayor Mohammed

16. ANNOUNCEMENTS

16.1. Planning & Zoning Board Meeting, January 16, 2025 at 6:00 p.m.
Workshop Commission Meeting, January 29, 2025 at 6:00 p.m.
Regular Commission Meeting, February 12, 2025 at 7:00 p.m.

## 17. 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.**

**Cynthia Garcia-Lima**
**Town Clerk**

# Agenda Item Report

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|---|---|
| Subject: | Presentation of Certificate of Appreciation to Volunteers for their Contributions and assistance to the Thanksgiving Turkey Drive and Toy Giveaway |
| Meeting Date: | REGULAR COMMISSION MEETING - Jan 15 2025 |
| Prepared For: | Town Commission |
| Staff Contact: | |
| Dept/Group: | |
| Recommendation for Counsel to consider: | |
| Background Information: | The Thanksgiving Turkey Drive and Toy Giveaway is an annual event aimed at providing meals and holiday cheer to families in need within our community. This year, the event was a tremendous success, thanks in large part to the dedication and hard work of our volunteers. Through their selfless efforts, we were able to distribute turkeys, food, and toys to numerous households, ensuring that families could celebrate the holiday season with warmth and joy.<br><br>This agenda item recognizes and honors the invaluable contributions of the volunteers who spent countless hours organizing, preparing, and distributing the donations. Their support not only helped make this event possible but also reinforced our commitment to fostering a compassionate and caring community. The certificates of appreciation serve as a token of gratitude for their time, energy, and unwavering commitment to this important cause. |
| Staff Recommendations: | |
| Financial Implications: | There is no financial impact. |
| Alternatives: | |

# Agenda Item Report

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|---|---|
| Subject: | Approval of Meeting Minutes<br>September 11, 2024, Budget Hearing<br>September 11, 2024, Regular Commission Meeting<br>September 25, 2024, Workshop Commission Meeting<br>September 25, 2024, Final Budget Hearing<br>October 15, 2024, Regular Commission Meeting |
| Meeting Date: | REGULAR COMMISSION MEETING - Jan 15 2025 |
| Prepared For: | Town Commission |
| Staff Contact: | Cynthia Garcia-Lima, Town Clerk |
| Dept/Group: | Clerk |
| Recommendation for Counsel to consider: | |
| Background Information: | |
| Staff Recommendations: | |
| Financial Implications: | There are no financial impacts. |
| Alternatives: | |

**ATTACHMENTS:**

09.11.2024 Budget Hearing Meeting
09.11.2024 Regular Commission Meeting
09.25.24 Budget Final Hearing
09.25.24 Workshop Commission Meeting
10.15.24 Regular Commission Meeting

# MINUTES
# BUDGET HEARING MEETING

**6:00 PM - Wednesday, September 11, 2024**
Commission Chambers

The BUDGET HEARING MEETING of the Town of Pembroke Park was called to order on Wednesday, September 11, 2024, at 6:00 PM, in the Commission Chambers, with the following members present:

**PRESENT:** Vice Mayor Erik Morrissette; Acting Clerk Commissioner Musfika Kashem; and Commissioner Geoffrey Jacobs

**EXCUSED:** Mayor Ashira Mohammed and Clerk Commissioner William Hodgkins

## 1 CALL TO ORDER

## 2 PLEDGE OF ALLEGIANCE
Led by Mayor and Commissioners

## 3 ROLL CALL
The meeting was called to order at 6:20 pm by Vice Mayor Morrissette. Present at the meeting were Erik Morrissette, Vice Mayor; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Chandler Williamson, Town Manager; Jacobs Horowitz, Town Attorney; Marlen Martell, Town Clerk; Mark Pakula, Information Technology Director; Suzi Reutlinger, Executive Assistant to Commission; and Daniel Decoursey, Interim Police Chief, and Jason Ochoa, Deputy Police Chief

## 4 DELETIONS OR WITHDRAWALS TO THE AGENDA

**COMMISSIONER JACOBS MADE A MOTION TO APPROVE AS-IS. ACTING CLERK KASHEM SECONDED THE MOTION, AND IT PASSED 3-0.**

## 5 PRESENTATIONS / PROCLAMATIONS

**5.1** Finance Consultant David DiLena presented to the Commission a PowerPoint presentation of the tentative millage rate of 8.50 and the tentative budget.

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

NONE

## 7 RESOLUTIONS

**7.1** TENTATIVE MILLAGE RATE OF 8.5 MILLS - Interim Town Manager Williamson, Finance Consultant DiLena

**RESOLUTION NO. 2024-017**
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK **ADOPTING A TENTATIVE MILLAGE RATE OF 8.5000 MILLS FOR GENERAL OPERATING BUDGET PURPOSES FOR FISCAL YEAR 2024-2025; PROVIDING FOR THE ESTABLISHMENT OF AND SETTING FORTH THE DATE, TIME AND LOCATION OF THE PUBLIC HEARING TO FORMALLY ADOPT THE FY 2024-2025 MILLAGE RATE;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**COMMISSIONER JACOBS MADE A MOTION TO APPROVE RESOLUTION 2024-017 AND SETTING 8.50 MILLS AS THE TENTATIVE MILLAGE RATE. ACTING CLERK COMMISSIONER KASHEM SECONDED THE MOTION WHICH PASSED UNANIMOUSLY 3-0.**

**7.2** ADOPTION OF PROPOSED BUDGET FY25 - Interim Town Manager Williamson, Finance Consultant DiLena

**RESOLUTION NO. 2024-018**
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, ATTACHED HERETO AS EXHIBIT "A;" DETERMINING AND FIXING THE AMOUNTS NECESSARY TO CARRY ON THE GOVERNMENT OF THE TOWN FOR THE ENSUING YEAR; DETERMINING THE AMOUNT OF APPLICABLE FUNDS ON HAND; ESTIMATING RECEIPTS AND EXPENDITURES FOR ALL FUNDS;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Jacobs discussed additional cuts such as: contracting services, the cost of Town cell phones for the Commission, and unnecessary studies such as the Parks Master Plan.

**COMMISSIONER JACOBS MADE A MOTION TO APPROVE RESOLUTION NO. 2024-018 REGARDING THE TENTATIVE BUDGET. ACTING CLERK COMMISSIONER KASHEM SECONDED THE MOTION, AND IT PASSED UNANIMOUSLY 3-0 ON A POLL VOTE.**

## 8 DISCUSSION

There were no discussion items.

## 9 ATTORNEY REPORTS

Town Attorney Horowitz informed the Commission that the Final Budget hearing was scheduled for Wednesday, September 25, at 6:00 PM.

## 10 TOWN MANAGER REPORTS

Interim Manager Williamson thanked everyone for their efforts and would be conducting fee studies based on the suggestions from Commissioner Jacobs.

## 11 COMMISSION REPORTS

**11.1** Commissioner Jacobs - None
Acting Clerk Commissioner Kashem - None
Clerk Commissioner Hodgkins - None
Vice Mayor Morrissette - None
Mayor Mohammed - None

## 12 ANNOUNCEMENTS

**12.1** Final Budget Hearing is scheduled for Wednesday, September 25th at 6:00 PM

## 13 ADJOURNMENT

With no further business the meeting adjourned at 7:10 PM

Commission approved on:

ATTEST:

Cynthia Garcia-Lima, Town Clerk

**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.**

**Cynthia Garcia-Lima**
**Town Clerk**

# MINUTES REGULAR COMMISSION MEETING

**7:00 PM - Wednesday, September 11, 2024**
Commission Chambers

The REGULAR COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, September 11, 2024, at 7:00 PM, in the Commission Chambers, with the following members present:

**PRESENT:** Mayor Ashira Mohammed; Vice Mayor Erik Morrissette; Clerk Commissioner William Hodgkins; Acting Clerk Commissioner Musfika Kashem; and Commissioner Geoffrey Jacobs

**EXCUSED:**

**1 CALL TO ORDER**

**2 PLEDGE OF ALLEGIANCE**
Led by Mayor Mohammed and Commissioners

**3 ROLL CALL**
The meeting was called to order at 7:34 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrissette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Jacob Horowitz, Town Attorney; Marlen Martell, Town Clerk; Mark Pakula, Information Technology Director; Suzi Reutlinger, Executive Assistant to Commission; Chandler Williamson, Town Manager; and Daniel Decoursey, Interim Police Chief; and Jason Ochoa, Deputy Police Chief

**4 DELETIONS OR WITHDRAWALS TO THE AGENDA**

A motion was made to approve the agenda with changes.

Mayor Mohammed requested item 12.2 be removed from agenda.

**ACTION:** Commissioner Jacobs made a motion to approve the agenda without item 12.2. Vice Mayor Morrissette seconded the motion, and it passed unanimously 5-0 on a poll vote.

## 5 PRESENTATIONS / PROCLAMATIONS

5.1 Diaper Week
Hispanic Heritage Month
Constitution Week
Suicide Prevention Month
Broward Mental Health Summit Day, September 12th

Proclamations were read into the record by title only.

5.2 CLICK TO VIEW: 90 Day presentation - Interim Police Chief Decoursey, Deputy Chief Ochoa

A PowerPoint presentation was delivered to highlight the changes implemented in the police department over the past 90 days.

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

There were no public comments.

## 7 CONSENT AGENDA

7.1 Approval of Minutes - Town Clerk Martell
Special Commission Meeting, July 9th

**ACTION:** Commissioner Jacobs made a motion to approve the consent agenda. Acting Clerk Commissioner Kashem seconded the motion, and it passed unanimously 4-0 on a poll vote.

## 8 RESOLUTIONS

8.1 Cybersecurity Standard - IT Director Pakula

**RESOLUTION NO. 2024-008**
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **TO ADOPT STANDARDS TO SAFEGUARD AGAINST CYBERSECURITY THREATS; ADOPTING THE METHODS AND STANDARDS SET FORTH IN VERSION 1.1 OF**

**THE FRAMEWORK FOR CYBERSECURITY ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Horowitz read into the record by title only Resolution No. 2024-008.

A motion was made to approve Resolution No. 2024-008 to adopt standards to safeguard against cybersecurity adopted by the national institute of standards and technology.

**ACTION:** Vice Mayor Morrissette made a motion to approve the resolution. Acting Clerk Commissioner Kashem seconded the motion, and it passed unanimously 5-0 poll vote.

Mayor Mohammed excused herself from the meeting at 9:15 pm

8.2 Sweeney's Sign Variance - 4200 Hallandale Beach Blvd., - Planning Consultant Vonder Meulen

**RESOLUTION NO. 2024-015**
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING SIGN VARIANCE APPLICATION NO. 24-SV-03, ATTACHED HERETO AS EXHIBIT "A," AND GRANTING THE SIGN VARIANCE FOR THE PROPERTY GENERALLY LOCATED AT 4200 W. HALLANDALE BEACH BOULEVARD, PEMBROKE PARK, FLORIDA;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Town Attorney Horowitz read into the record by title only Resolution No. 2024-016.

Planning Consultant Vonder-Meulen spoke on the record discussing the item. The applicant requested reducing (1) parking space. He explained that this request will assist with added beautification and safety. The parking spaces in front of the building, when vehicles are exiting, will back up onto Hallandale Beach Blvd.

The floor was opened for public comments.

David George, owner of Sweeney's spoke on the record.

A presentation was made by Craig McDonald on behalf of the owner.

A motion was made to approve Resolution No. 2024-015 Sweeney's sign variance.

**ACTION:** Commissioner Jacobs made a motion to approve the resolution. Vice Mayor Morrissette seconded the motion, and it passed unanimously on a 5-0 poll vote.

8.3 Sweeneys Parking Reduction - Planning Consultant Vonder Meulen
File No: 24-PR-01
Applicant: Sweeney's VII LLC
Address: 4200 W Hallandale Beach Blvd
Request: Parking Reduction Approval – to reduce parking from 10 parking spaces to 9 parking spaces to redevelop a retail use.

**RESOLUTION NO. 2024-016**
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING THE PARKING REDUCTION APPLICATION NO. 24-PR-01, ATTACHED HERETO AS EXHIBIT "A," SUBMITTED BY SWEENEYS VII LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR CERTAIN REAL PROPERTY LOCATED IN LAKE FOREST SEC 4 RESUB POR 43-45 B LOT 8 W 10,8A W 10,9 LESS W 10, 9A LESS W 10 BLK 50, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR RECORDING OF PARKING REDUCTION ORDER IN THE PUBLIC RECORDS** OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Town Attorney Horowitz read into the record by title only Resolution No. 2024-016.

Planning Consultant Vonder-Meulen addressed the item on the record, discussing the applicant's request to reduce one parking space. This change is intended to enhance both beautification and safety. Reducing the parking space will prevent vehicles from backing out onto Hallandale Beach Blvd. when exiting the building.

The floor was opened for public comment.

David George, owner of Sweeney's, spoke on the record. A presentation was made by Craig McDonald on behalf of the owner. A motion was made

to approve Resolution No. 2024-016, regarding the reduction of parking for Sweeney's.

**ACTION:** Commissioner Jacobs made a motion to approve resolution. Vice Mayor Morrissette seconded the motion, and it passed unanimously 5-0 poll vote.

8.4 Commercial Amnesty Program - Mayor Mohammed, Town Attorney Horowitz

**RESOLUTION NO. 2024-014**
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **PROVIDING FOR THE AMNESTY PROGRAM GUIDELINES FOR COMMERCIAL PROPERTY OWNERS WHO PERFORMED WORK WITHOUT PERMITS TO FACILITATE BRINGING PROPERTY INTO COMPLIANCE THROUGH JANUARY 31, 2026;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Town Attorney Horowitz explained that, as the commission may recall, the residential amnesty program was extended in May. This program, originally adopted in 2020 before his tenure, provided detailed guidelines to assist residential property owners in addressing code violations. In May, the commission directed his office to prepare a resolution to expand the program to include commercial properties. The resolution simply extends the existing program, now valid through January 31, 2026, to include both residential and commercial properties.

Commissioner Jacobs made a motion not to approve resolution no. 2024-014, which was seconded by Acting Clerk Commissioner Kashem. Immediately, acting Clerk Commissioner Kashem withdrew her second.

The commission discussed the item and directed staff to forward it to the workshop commission meeting on September 25, 2024.

A motion was made to forward resolution no. 2024-014 to the next workshop commission meeting.

## 9 ORDINANCES 2ND READING

9.1 FDOT - Town Attorney Horowitz

**ORDINANCE NO. 2024-006**

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA; **AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES ENTITLED "ZONING"; AMENDING ARTICLE V ENTITLED "NONCONFORMING USES" TO CREATE SECTION 28-347 ENTITLED "NONCONFORMING USES CREATED BY GOVERNMENTAL ACQUISITIONS OF PRIVATE PROPERTY"; PROVIDING FOR DEFINITIONS; PROVIDING FOR ADOPTION OF A POLICY AND PROCEDURE CONCERNING NON-CONFORMITIES CREATED BY GOVERNMENTAL ACQUISITION OF PRIVATE PROPERTY INCLUSIVE OF A VARIANCE MECHANISM TO CURE NONCONFORMITIES; PROVIDING THE TOWN MANAGER OR TOWN MANAGER'S DESIGNEE TO TAKE NECESSARY STEPS TO ENFORCE APPLICABLE BUILDING AND SAFETY CODES ON PROPERTIES THAT ARE SUBJECT TO A PENDING GOVERNMENTAL ACQUISITION;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

Town attorney Horowitz read the ordinance into record.

Vice Mayor Morrissette opened the floor for public comment.

There were no public comments.

A motion was made to adopt Ordinance No. 2024-006 on second and final reading.

**ACTION:** Clerk Commissioner Hodgkins made a motion to approve ordinance. Acting Clerk Commissioner Kashem seconded the motion, and it passed on a 3-1 poll vote with Commissioner Jacobs opposing.

## 10 ORDINANCES 1ST READING

10.1 LED Sign Code Amendment - Mayor Mohammed, Planning Consultant Vonder Meulen

**ORDINANCE NO. 2024-008**
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 21 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "SIGNS AND ADVERTISING;" AMENDING ARTICLE II, ENTITLED "SIGNS" BY AMENDING DIVISION 1, ENTITLED "COMPREHENSIVE REGULATIONS AND REQUIREMENTS"; AMENDING SECTION 21-17 ENTITLED "DEFINITIONS"; SECTION 21-19 ENTITLED "PROHIBITED SIGNS;" PROVIDING AN EXCEPTION TO THE PROHIBITION OF LED LIGHTING; AMENDING SECTION 21-20,**

**ENTITLED "PERMANENT SIGNS," TO ALLOW LED LIGHTING ON WINDOWS AND DOORS ON PROPERTIES ENGAGING IN NONRESIDENTIAL USES;** PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Horowitz read the ordinance into record.

Vice Mayor Morrissette opened the floor for public comment.

Sybrena Singletary spoke on record and staff were given directive to assist with her building permit costs.

Vice Mayor Morrissette closed the floor for public comment.

Directives were also given for staff to conduct a fee schedule study.

A motion was made to approve Ordinance No. 2024-008 on first reading.

**ACTION:** Vice Mayor Morrissette made a motion to approve ordinance at first reading. Acting Clerk Commissioner Kashem seconded the motion, and it passed with 4-1 poll vote with Commissioner Jacobs opposing.

10.2 Code Text Amendment - Planning Consultant Vonder Meulen

**ORDINANCE NO. 2024-009**
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA; **AMENDING CHAPTER 13.5 "LAND DEVELOPMENT", OF THE TOWN OF PEMBROKE PARK CODE OF ORDINANCES, BY CREATING ARTICLE VIII, TO BE ENTITLED "QUASI-JUDICIAL PROCEEDINGS"; CREATING SECTIONS 13.5-80 THROUGH 13.5-83 OF THE TOWN OF PEMBROKE PARK CODE OF ORDINANCES; ESTABLISHING QUASI-JUDICIAL PROCEDURES FOR PEMBROKE PARK; PROVIDING FOR THE INTENT; PROVIDING FOR DEFINITIONS; IDENTIFYING QUASI-JUDICIAL MATTERS; PROVIDING PROCEDURES FOR QUASI-JUDICIAL PROCEEDINGS, INCLUDING, BUT NOT LIMITED TO, EX PARTE COMMUNICATIONS, NOTIFICATION, PRESENTATION OF EVIDENCE AND PREPARATION OF THE ORDER**; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Horowitz read the ordinance into record.

Planning Consultant Vonder-Meulen spoke on the record to explain the need to establish a quasi-judicial process.

Town Attorney Horowitz expressed support, citing that the town does not have a written process in place.

Mayor Mohammed opened the floor for public comment.

There were no public comments.

A motion was made to approve Ordinance No. 2024-009 at first reading establishing a quasi-judicial process.

**ACTION:** Commissioner Jacobs made a motion to approve the ordinance at first reading. Vice Mayor Morrissette seconded the motion, and it passed unanimously on a poll vote.

## 11 NEW BUSINESS

11.1 SmartCOP RMS System - Interim Police Chief Decoursey, IT Director Pakula

A motion was made to approve the request with an amount not to exceed $197,000.

**ACTION:** Vice Mayor Morrissette made a motion to approve request. Acting Clerk Commissioner Kashem seconded the motion, and it passed unanimously 5-0 on a poll vote.

11.2 Purchase hardware for the police department - Interim Police Chief Decoursey, IT Director Pakula

A motion was made to approve the request with an amount not to exceed $80,000.

**ACTION**: Vice Mayor Morrissette made a motion to approve the request. Clerk Commissioner Hodgkins seconded the motion, and it passed 5-0 on a poll vote.

11.3 Change order for built-out for the police department - Interim Police Chief Decoursey, IT Director Pakula

A motion was made to approve with an amount not to exceed $9,000.

**ACTION:** Vice Mayor Morrissette made a motion to approve. Acting Clerk Commissioner Kashem seconded the motion, and it passed 5-0.

11.4 Police Accreditation - Interim Police Chief Decoursey

A motion was made to approve the contract for the accreditation consultant in the amount of $10,000 per year.

**ACTION:** Commissioner Jacobs made a motion to approve the contract. Vice Mayor Morrissette seconded the motion, and it passed unanimously on a poll vote.

11.5 Second Amendment for lobbyist contracts - Interim Town Manager Williamson
CAS Government Services
Capital Hills Consulting
Tidewater Consulting
Helmich Consulting

Lobbyist David Sigerson spoke on the record detailing the specialty of the different areas of the lobbyist.

Interim Town Manager Williamson noted that the town is not represented at the local level and recommends that the commission close this gap by considering the addition of a lobbyist at the local level.

A motion was made to approve second amendment to lobbyist contracts of CAS Government Services, Capital Hills Consulting, Tidewater Consulting and Helmich Consulting.

**ACTION:** Commissioner Jacobs made a motion to approve the second amendment for lobbyist contracts for CAS Government Services, Capital Hills Consulting, Tidewater Consulting and Helmich Consulting. Acting Clerk Commissioner Kashem seconded the motion, and it passed by a unanimous 5-0 poll vote.

11.6 ILA Yard Waste and Hazardous Material Disposal - Interim Town Manager Williamson

A motion was made to approve the interlocal agreement yard waste and hazardous material disposal.

**ACTION:** Commissioner Jacobs Made a motion to approve the interlocal agreement. Acting Clerk Commissioner Kashem seconded the motion, and it passed 4-0.

11.7 All Liquid Environment Contract - Interim Town Manager Williamson

A motion was made to renew All Liquid Environment contract.

**ACTION:** Commissioner Jacobs made a motion to approve. Acting Clerk Commissioner Kashem, seconded the motion, and it passed 4-0.

11.8 Third Amendment Disaster Debris Removal - Interim Town Manager Williamson

A motion was made to approve the third amendment to extend the disaster debris removal contract.

**ACTION:** Commissioner Jacobs made a motion to approve. Acting Clerk Commissioner Kashem seconded the motion, and it passed 4-0.

11.9 ILA SW 25 Avenue Project - Interim Town Manager Williamson

RESOLUTION NO. 2024-021
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: CONSTRUCTION OF STORMWATER IMPROVEMENTS PHASE II (PPRK-002); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A motion was made to approve interlocal agreement for SW 25 Avenue project and Resolution No. 2024-021.

**ACTION:** Commissioner Jacobs made a motion to approve the resolution. Acting Clerk Commissioner Kashem seconded the motion, and it passed 4-0.

## 12 DISCUSSION

12.1 Moratorium on Self-Storage Facilities - Mayor Mohammed

Planning Consultant Vonder-Meulen stated that the town currently has seven storage locations.

Mayor Mohammed presented documentation and articles from other municipalities that are establishing moratoriums on storage businesses.

A directive was given for the Town Attorney to provide an ordinance at the next meeting.

12.2 Legal Fees for Mayor Mohammed - Mayor Mohammed

Item removed from the agenda.

12.3 Citizenship Drive - Mayor Mohammed

A directive was given to forward this item to the next workshop.

12.4 Town Manager - Vice Mayor Morrissette

A discussion took place about hiring a town manager according to the process approved in January, taking into consideration the selection by Consultant Norlock and the inclusion of Interim Town Manager Williamson.

Commissioner Jacobs voted for David Lynch.
Acting Clerk Commissioner Kashem voted for Chandler Williamson.
Clerk Commissioner Hodgkins voted for David Lynch.
Vice Mayor Morrissette voted for David Lynch.

The Commission directed HR staff to proceed with offering the position to Mr. Lynch and negotiating a contract.

12.5 Compensation for Aleem Ghany - Clerk Commissioner Hodgkins

A discussion took place regarding past practices and how a previous employee received compensation for retroactive duties. No final decision was made regarding compensation for Mr. Ghany.

## 13 ATTORNEY REPORTS

Town Attorney Horowitz provided the Commission with an update on the cases they are representing and the attorney services provided by the Florida Municipal Insurance Trust.

Babette Friedman
Melissa Anderson
Josephine Sapero's slip and fall
Settlement by FMIT
Chris McKine
Joseline Ramirez
ABC Recycling
Collective Bargaining Unit for the Police Department

## 14 TOWN CLERK COMMENTS

Town Clerk Martell requested to speak on the record, and the request was granted by Vice Mayor Morrissette.

Town Clerk Martell stated for the record that the approved tentative budget would cripple the department's ability to remain in compliance with the OIG and the Florida Department of State Division of Library and Information Services. The tentative budget recommends outsourcing the position, but a company will not provide the proper destruction documents required by the state. For the record, without staff, the Town Clerk stated she would be unable to keep up with the work in the department.

Interim Town Manager rebutted, recommending that outsourcing would be more cost-effective and a modern way of scanning, compared to the current scanning system.

Vice Mayor Morrissette stated that it was his understanding that the Clerk's budget had been reinstated and that the finance consultant could amend the budget.

Commissioner Hodgkins stated that he had not been informed of the changes to his budget and that he wanted his budget to be reinstated.

No direction was given, but the Interim Town Manager stated that he supports the Clerk's office and wants it to be successful.

## 15 TOWN MANAGER REPORTS

The Interim Town Manager did not have a report but indicated that he would provide one in the future. He will revisit the Clerk's budget because he wants the Clerk's office to succeed.

## 16 COMMISSION REPORTS

16.1 Commissioner Jacobs – He stated that he is the one responsible for improving the Town and that the Commissioners are being influenced by the Town Clerk and the Mayor. He also mentioned that while the storage area was a disaster, it had cost over $400,000 to organize, which he believes was not cost-effective.

Acting Clerk Commissioner Kashem – NONE

Clerk Commissioner Hodgkins – NONE

Vice Mayor Morrissette – NONE

Mayor Mohammed left the meeting at 9:15 PM

## 17 ANNOUNCEMENTS

17.1 Special Magistrate Hearing, Wednesday, September 18th at 9:00 AM
Final Budget Hearing, Wednesday, September 25th at 6:00 PM
Workshop Commission meeting, Wednesday, September 25th at 7:00 PM

## 18 ADJOURNMENT

With no further town business, the meeting adjourned at 10:25 p.m.

ATTEST:

_____
Cynthia Garcia-Lima, Town Clerk
Commission approved on:

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.

# MINUTES
# BUDGET HEARING MEETING

**6:00 PM - Wednesday, September 25, 2024**
Commission Chambers

The BUDGET HEARING MEETING of the Town of Pembroke Park was called to order on Wednesday, September 25, 2024, at 6:00 PM, in the Commission Chambers, with the following members present:

**PRESENT:** Mayor Ashira Mohammed; Vice Mayor Erik Morrissette; Clerk Commissioner William Hodgkins; Acting Clerk Commissioner Musfika Kashem; and Commissioner Geoffrey Jacobs

**EXCUSED:**

## 1 CALL TO ORDER
Vice Mayor Morrissette called the meeting to order at 6:02 p.m.

## 2 PLEDGE OF ALLEGIANCE
Led by Vice Mayor and Commissioners

## 3 ROLL CALL
Present at the meeting were Ashira Mohammed, Mayor; Erik Morrissette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional Staff in attendance were Chandler Williamson, Town Manager; Jacob Horowitz, Town Attorney; Suzi Reutlinger, Contract/Purchasing Manager; Mark Pakula, Information Technology Director; Jason Ochoa, Deputy Chief of Police; James Davermann, Finance Director; David Dilena, Finance Consultant; Osmanny Larzabal, Deputy Public Services Director; Kevin Linkous, Horticulture/ Agriculture Community Garden; Kristen Biazar, HR Consultant; John Muller

## 4 DELETIONS OR WITHDRAWALS TO THE AGENDA
There were no deletions or withdrawals to the agenda.

## 5 PRESENTATIONS / PROCLAMATIONS
There were no presentations or proclamations.

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

There were no public comments.

## 7 RESOLUTIONS

**1)** Final Millage Rate - Interim Town Manager Williamson, Finance Consultant DiLena

**RESOLUTION NO. 2024–019**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING A FINAL MILLAGE RATE OF 8.5000 MILS FOR THE TOWN'S GENERAL OPERATING FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING THAT THE FINAL MILLAGE RATE OF 8.5000 MILS IS 7.1900 PERCENT GREATER THAN THE COMPUTED ROLLED BACK RATE OF 7.9296 MILS;** PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

**MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT**

**There were no public comments.**

**MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT**

**A MOTION TO ADOPT RESOLUTION 2024-019 WAS MADE.**

**MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY CLERK COMMISSIONER WILLIAM HODGKINS. MOTION PASSED 4-0.**

**2)** Adoption of Budget - Interim Town Manager Williamson, Finance Consultant DiLena

**RESOLUTION NO. 2024-020**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, ATTACHED HERETO AS EXHIBIT "A;" DETERMINING AND FIXING THE AMOUNTS NECESSARY TO CARRY ON THE GOVERNMENT OF THE TOWN FOR THE ENSUING YEAR;** PROVIDING FOR SEVERABILITY; PROVIDING

**MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT**
**There were no public comments.**
**MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT**

**A MOTION TO ADOPT RESOLUTION 2024-020 WAS MADE.**

**MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY CLERK COMMISSIONER WILLIAM HODGKINS. MOTION PASSED 4-0.**

## 8 DISCUSSION

There were no discussion items.

## 9 COMMISSION REPORTS

There were no commission reports.

## 10 ATTORNEY REPORTS

There were no attorney reports.

## 11 TOWN MANAGER REPORTS

There were no town manager reports.

## 12 ADJOURNMENT

With no further business meeting adjourned at 6:08 p.m.

Commission approved on:
ATTEST:

_____
Cynthia Garcia-Lima, Town Clerk

**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.**

**Cynthia Garcia-Lima**
**Town Clerk**

# MINUTES
# WORKSHOP COMMISSION MEETING

**7:00 PM - Wednesday, September 25, 2024**
Commission Chambers

The WORKSHOP COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, September 25, 2024, at 7:00 PM, in the Commission Chambers, with the following members present:

**PRESENT:** Mayor Ashira Mohammed; Vice Mayor Erik Morrissette; Clerk Commissioner William Hodgkins; Acting Clerk Commissioner Musfika Kashem; and Commissioner Geoffrey Jacobs

**EXCUSED:**

**1 CALL TO ORDER**
Mayor Mohammed called the meeting to order at 7:07PM.

**2 PLEDGE OF ALLEGIANCE**
Led by Mayor Mohammed and Commissioners.

A moment of silence was observed for Meg, an employee who worked at the Town for 34 years as an Executive Assistant and has recently passed away.

**3 ROLL CALL**
The meeting was called to order at 7:07 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrissette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional Staff in attendance were Chandler Williamson, Town Manager; Jacob Horowitz, Town Attorney; Suzi Reutlinger, Contract/Purchasing Manager; Mark Pakula, Information Technology Director; Jason Ochoa, Deputy Chief of Police; James Davermann, Finance Director; David Dilena, Finance Consultant; Osmanny Larzabal, Deputy Public Services Director; Kevin Linkous, Horticulture/ Agriculture Community Garden; Kristen Biazar, HR Consultant; John Muller

**4 DELETIONS OR WITHDRAWALS TO THE AGENDA**

There were no deletions, withdrawals to the agenda.

PUBLIC COMMENTS:

David Bouganim, a resident of the Town, came forward and addressed the Commission.

Mayor Mohammed asked Interim Town Manager Williamson to schedule a meeting with Mr. Bouganim to address the issues.

**5 NEW BUSINESS**

5.1 Moratorium on Self-Storage Facilities - Mayor Mohammed

ORDINANCE NO.___

**AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 13.5, ENTITLED "LAND DEVELOPMENT; "AMENDING ARTICLE IV, ENTITLED "LAND USE REQUIREMENT / IMPLEMENTATION" BY CREATING SECTION 13.5-43, TO BE ENTITLED "ZONING IN PROGRESS;" ESTABLISHING AN ADMINISTRATIVE AND LEGISLATIVE PROCEDURE WHEREBY THE TOWN MAY PLACE A TEMPORARY HOLD ON THE ISSUANCE OF DEVELOPMENT PERMITS AND APPROVALS; PROVIDING FOR APPLICABILITY; PROVIDING FOR ZONING IN PROGRESS PROCEDURES; PROVIDING FOR TOWN COMMISSION REVIEW; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Line Item.

Town Attorney Horowitz is to verify if there is a moratorium on self-storage and report back to the Commission at the regular meeting on October 9, 2024.

5.2 Maintenance Memorandum of Agreement (MMOA) - Interim Town Manager Williamson

RESOLUTION NO. 2024-022

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF THE LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE TOWN AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The item was placed on consent agenda for the next regular commission meeting.

## 6 OLD BUSINESS

6.1 Commercial Amnesty Program - Mayor Mohammed, Town Attorney Horowitz

**RESOLUTION NO. 2024-014**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **PROVIDING FOR THE AMNESTY PROGRAM GUIDELINES FOR COMMERCIAL PROPERTY OWNERS WHO PERFORMED WORK WITHOUT PERMITS TO FACILITATE BRINGING PROPERTY INTO COMPLIANCE THROUGH JANUARY 31, 2026;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Line Item.
The Commission instructed the Interim Town Manager to consult with the Finance Department and conduct research, providing suggestions for the Commission.

## 7 DISCUSSION

7.1 Citizenship Drive - Mayor Mohammed
Tentative date is October 19th

For informational purposes, this drive will be held in conjunction with St. Thomas University School of Law and the Trinidad Consulate General, with an invitation extended to the Jamaican Consulate General.

7.2 Code Enforcement Manager Software - Mayor Mohammed
Direct staff to research a transparency portal software to upload code cases.

IT Director Pakula is to review the previous software and report back to the Commission.

7.3 Code of Ordinance - Mayor Mohammed
Direct staff to review and update to be in line with other municipalities.
https://library.municode.com/fl/pembroke_park/codes/code_of_ordinances

Mayor Mohammed would like staff to begin reviewing the Town's ordinances and updating them. Town Attorney Horowitz is to review the updates.

7.4 Agenda Rules - Mayor Mohammed
Enforcement of Ordinance 2023-005

The Commission discussed the item. They requested additional clarification on certain items listed on the agenda.

7.5 Ongoing blackmail and misconduct between Mayor Ashira Mohammed and Town Clerk Marlin Martel – Commissioner Geoffrey Jacobs

The item was tabled. Commissioner Jacobs informed the commission that he is still awaiting the supporting materials.

7.6 Discussion and possible action regarding a finding of entitlement and the payment of Commissioner Jacobs' attorney's fees related to the dismissal of criminal charges - Town Attorney Horowitz

Line item.
Mayor Mohammed informed the commission that she will be abstaining from any discussion related to this item.

**8 TOWN CLERK COMMENTS**

8.1 Housekeeping items, minutes - Town Clerk Martell
07 09 2024 (REVISED)
06 14 2023 UNAPPROVED
07 12 2023 UNAPPROVED
07 12 2023 UNAPPROVED
Resignation

The minutes were to be placed on the consent agenda for the next regular commission meeting.

It was the consensus of the Commission to accept the Town Clerk's letter of resignation.

**9 ATTORNEY COMMENTS**

9.1 Town Manager Offer Update (HR)

Line Item.

HR Consultant Kristen Biazar and John Mullen spoke on record. The Commission moved forward with the David Lynch contract.

Mayor Mohammed informed HR that she would like to proceed with the provision on bridging time, and the item will be placed as a line item on the next meeting agenda.

Workplace harassment, sexual harassment, and hostile work environment trainings will be addressed. An annual in-person anti-harassment training will be held for all employees.

## 10 TOWN MANAGER COMMENTS

Interim Manager Williamson informed the Commission that the new Town Manager will be presenting a full report at the next meeting. Broward County schools have closed due to the hurricane, and many municipalities are permitting staff with childcare challenges to work remotely tomorrow. The town will follow the same approach.

## 11 COMMISSIONER COMMENTS

11.1 Commissioner Jacobs – none.
Acting Clerk Commissioner Kashem – none.
Clerk Commissioner Hodgkins – none.
Vice Mayor Morrissette – thanked the Town Clerk for her services.
Mayor Mohammed – She informed the public that Broward and Palm Beach County Schools are closed tomorrow, and the Miami-Dade County Schools will remain open. She concluded by wishing everyone stays safe and dry.

## 12 ANNOUNCEMENTS

12.1 Regular Commission Meeting, Wednesday, October 9th, at 7:00 PM
Special Magistrate Hearing, Wednesday, October 16th, at 9:00 AM
Workshop Commission Meeting, Wednesday, October 23rd, 6:00 PM

## 13 ADJOURNMENT

With no further town business, the meeting was adjourned at 8:21 PM.

ATTEST:

_____

Cynthia Garcia-Lima, Town Clerk
Commission approved on:

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

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

# MINUTES REGULAR COMMISSION MEETING

**7:00 PM - Tuesday, October 15, 2024**
Commission Chambers

The REGULAR COMMISSION MEETING of the Town of Pembroke Park was called to order on Tuesday, October 15, 2024, at 7:00 PM, in the Commission Chambers, with the following members present:

**PRESENT:** Mayor Ashira Mohammed; Vice Mayor Erik Morrissette; Clerk Commissioner William Hodgkins; Acting Clerk Commissioner Musfika Kashem; and Commissioner Geoffrey Jacobs

**EXCUSED:**

**1 CALL TO ORDER**

Mayor Mohammed called the meeting to order at 7:03pm

**2 PLEDGE OF ALLEGIANCE**

**3 ROLL CALL**

Additional staff in attendance were Chandler Williamson, Town Manager; Suzi Reutlinger, Contracts Procurement Manager, Acting Town Clerk; Daniel Decoursey, Interim Police Chief; Jacob Horowitz, Town Attorney; Osmanny Larzabal, Deputy Public Services Director; Jason Ochoa, Deputy Police Chief, and HR Consultant Kristen Biazar

**4 DELETIONS OR WITHDRAWALS TO THE AGENDA**

None

**5 PRESENTATIONS / PROCLAMATIONS**

5.1 Proclamation - Grants for Safe School Day Oct 2024

Proclamation read into record.

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

Iramed Silverio came forward and addressed the commission.
Robert Janzer came forward and addressed the commission.
David Roach came forward and addressed the commission.

At Commissioner Jacobs' request, the Town Attorney was asked to read on the record the provision on the agenda and the relevant section of the Town Code, Section 2-45, which addresses Decorum.

**7 CONSENT AGENDA**

7.1 Housekeeping items, minutes - Town Clerk Martell
07 09 2024 (REVISED)
06 14 2023 UNAPPROVED
07 12 2023 UNAPPROVED
07 12 2023 UNAPPROVED

7.2 Maintenance Memorandum of Agreement (MMOA) - Interim Town Manager Williamson
RESOLUTION NO. 2024-022
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF THE LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE TOWN AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A MOTION TO APPROVE THE CONSENT AGENDA WAS MADE.
**MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAM HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.**

**8 RESOLUTIONS**

There were no resolutions.

**9 ORDINANCES, 2ND READING**

9.1 LED Sign Code Amendment - Mayor Mohammed, Planning Consultant Vonder Meulen
**ORDINANCE NO. 2024-008**
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 21 OF THE TOWN'S CODE OF ORDINANCES,**

**ENTITLED "SIGNS AND ADVERTISING;" AMENDING ARTICLE II, ENTITLED "SIGNS" BY AMENDING DIVISION 1, ENTITLED "COMPREHENSIVE REGULATIONS AND REQUIREMENTS"; AMENDING SECTION 21-17 ENTITLED "DEFINITIONS"; SECTION 21-19 ENTITLED "PROHIBITED SIGNS;" PROVIDING AN EXCEPTION TO THE PROHIBITION OF LED LIGHTING; AMENDING SECTION 21-20, ENTITLED "PERMANENT SIGNS," TO ALLOW LED LIGHTING ON WINDOWS AND DOORS ON PROPERTIES ENGAGING IN NONRESIDENTIAL USES;** PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Horowitz read the ordinance into record.

Mayor Mohammed opened the floor for public comment.

Iramed Silverio came forward and addressed the Council.

Mayor Mohammed closed the floor for public comment.

MOTION TO APPROVE ORDINANCE 2024-008
**MOTION TO APPROVE MADE BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM, SECONDED BY CLERK COMMISSIONER WILLIAM HODGKINS. MOTION PASSED 5-0.**

9.2 Code Text Amendment - Planning Consultant Vonder Meulen
**ORDINANCE NO. 2024-009**
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA; **AMENDING CHAPTER 13.5 "LAND DEVELOPMENT", OF THE TOWN OF PEMBROKE PARK CODE OF ORDINANCES, BY CREATING ARTICLE VIII, TO BE ENTITLED "QUASI-JUDICIAL PROCEEDINGS"; CREATING SECTIONS 13.5-80 THROUGH 13.5-83 OF THE TOWN OF PEMBROKE PARK CODE OF ORDINANCES; ESTABLISHING QUASI-JUDICIAL PROCEDURES FOR PEMBROKE PARK; PROVIDING FOR THE INTENT; PROVIDING FOR DEFINITIONS; IDENTIFYING QUASI-JUDICIAL MATTERS; PROVIDING PROCEDURES FOR QUASI-JUDICIAL PROCEEDINGS, INCLUDING, BUT NOT LIMITED TO, EX PARTE COMMUNICATIONS, NOTIFICATION, PRESENTATION OF EVIDENCE AND PREPARATION OF THE ORDER**; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Horowitz read the ordinance into record.

Mayor Mohammed opened the floor for public comment.

There were no public comments.

Mayor Mohammed closed the floor for public comment.

MOTION TO APPROVE ORDINANCE NO. 2024-009
**MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAM HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.**

**10 NEW BUSINESS**

10.1 Moratorium on Self-Storage Facilities - Mayor Mohammed
ORDINANCE NO.2024-010
**AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 13.5, ENTITLED "LAND DEVELOPMENT;"AMENDING ARTICLE IV, ENTITLED "LAND USE REQUIREMENT / IMPLEMENTATION" BY CREATING SECTION 13.5-43, TO BE ENTITLED "ZONING IN PROGRESS;" ESTABLISHING AN ADMINISTRATIVE AND LEGISLATIVE PROCEDURE WHEREBY THE TOWN MAY PLACE A TEMPORARY HOLD ON THE ISSUANCE OF DEVELOPMENT PERMITS AND APPROVALS; PROVIDING FOR APPLICABILITY; PROVIDING FOR ZONING IN PROGRESS PROCEDURES; PROVIDING FOR TOWN COMMISSION REVIEW; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Attorney Horowitz read the ordinance into record.

Mayor Mohammed opened the floor for public comment.

There were no public comments.

Mayor Mohammed closed the floor for public comment.

MOTION TO APPROVE ORDINANCE NO 2024-010
**MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY CLERK COMMISSIONER WILLIAM HODGKINS. MOTION PASSED 5-0.**

10.2 Service Recognition (Bridging) - Human Resources Consultant Biazar

The Commission discussed, and it was the consensus that the policy would not be adopted.

10.3 Town Manager Recruitment Update - Human Resources Consultant Biazar

Background check still pending
MOTION TO APPROVE CONTRACT FOR MR. DAVID LYNCH
**MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 3-2 MAYOR ASHIRA MOHAMMED AND ACTING CLERK COMMISSIONER MUSFIKA KASHEM OPPOSED.**

## 11 OLD BUSINESS

11.1 Commercial Amnesty Program - Mayor Mohammed, Town Attorney Horowitz

**RESOLUTION NO. 2024-014**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **PROVIDING FOR THE AMNESTY PROGRAM GUIDELINES FOR COMMERCIAL PROPERTY OWNERS WHO PERFORMED WORK WITHOUT PERMITS TO FACILITATE BRINGING PROPERTY INTO COMPLIANCE THROUGH JANUARY 31, 2026;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Town Attorney Horowitz read the resolution into record.

MOTION TO ADOPT RESOLUTION 2024-014 FOR SMALL BUSINESSES THAT HAVE LESS THAN TEN (10) EMPLOYEES
**MOTION TO APPROVE MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY CLERK COMMISSIONER WILLIAM HODGKINS. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.**

## 12 DISCUSSION

12.1 Discussion and possible action regarding a finding of entitlement and the payment of Commissioner Jacobs' attorney's fees related to the dismissal of criminal charges - Town Attorney Horowitz

Mayor Mohammed and Commissioner Jacobs advised they will be abstaining from voting on the matter and will be filing the exemption forms.

MOTION TO DENY
**MOTION TO DENY MADE BY CLERK COMMISSIONER WILLIAM HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 3-0.**

## 13 ATTORNEY REPORTS

The Town Attorney reminded the Commission that he will be offering ethics training.

## 14 TOWN MANAGER REPORTS

Interim Town Manager Williamson stated that the Janitorial and Debris Removal RFPs have been completed and will present recommendations to the commission at the next workshop. The bid for SW 25th Street is set to go out in mid-November.

An RFP for audit services will be drafted, and a request was made for one commissioner to serve on the committee.

The Interim Town Manager requested the cancellation of the Beta Jones contract, and a consensus was reached to proceed with the cancellation. Commissioner Kashem and the Town Manager will meet before the termination, and the item will be brought back to the workshop. Williamson noted that the town currently has capable in-house staff to complete the park project.

The Town Clerk position is currently being advertised, and the town is also seeking a Public Service Department Manager, with plans to bring this matter back to the workshop.

## 15 COMMISSION REPORTS

Commissioner Jacobs - comments regarding court date(s).
Acting Clerk Commissioner Kashem - None
Clerk Commissioner Hodgkins - comments regarding threats received.
Vice Mayor Morrissette - empathized with Commissioner Hodgkins.
Mayor Mohammed - comments regarding Commissioner Jacobs actions in victimizing and bullying people at town.

**16 ANNOUNCEMENTS**

16.1 Special Magistrate Hearing, Wednesday, October 16th, at 9:00 AM
Workshop Commission Meeting, Wednesday, October 23rd, 6:00 PM
**CALENDAR OF EVENTS:**
Fall Festival, Friday, October 18th, 4:00PM to 7:00 PM
Citizenship Drive, Saturday October 26th at Town Hall from 10AM to 2pm
Health Fair, Saturday, November 2, 2024
Thanksgiving Giveaway, Monday, November 25th
Toy Giveaway, Thursday, December 19th

**17 ADJOURNMENT**

With no further Town business, the meeting adjourned at 8:52pm

ATTEST:

_____

Cynthia Garcia-Lima, Town Clerk
Commission approved on:

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

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

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

# Agenda Item Report

| | |
|---|---|
| Subject: | Fiber for the Police Department |
| Meeting Date: | REGULAR COMMISSION MEETING - Jan 15 2025 |
| Prepared For: | Police Department |
| Staff Contact: | Mark Pakula, Information Technology Director |
| Dept/Group: | IT |
| Recommendation for Counsel to consider: | Approve Item |
| Background Information: | Under General Comments you will see all the State contract information from Comcast.<br><br>This purchase (as set forth in this Comcast Enterprise Services Sales Order Form No. FI-4736723-dkeen-27505238 ("SOF") is placed against General Services Administration Agreement GS-35F-184BA ("GSA"), located at the following or successor URL: https://www.gsaadvantage.gov/advantage/ws/catalog/contractor_detail?mapName=%2Fs%2Fsearch%2F&contractNumber=GS-35F-184BA. |
| Staff Recommendations: | Approve Item |
| Financial Implications: | This is for a 500 Mbps Circuit for 725.00 monthly for thirty-six months. |
| Alternatives: | |

**ATTACHMENTS:**

Town of Pembroke Park PD - GSA-MAS IT Sales Order 112524 hlted

COMCAST BUSINESS

# COMCAST ENTERPRISE SERVICES SALES ORDER FORM

**MSA ID#:** FI-4736723-dkeen **SO ID#:** FI-4736723-dkeen-27505238 **Account Name:** TOWN OF PEMBROKE PARK PD

## CUSTOMER INFORMATION (for notices)

| | |
|---|---|
| Primary Contact: | Mark Pakula |
| Title: | |
| Address 1: | 3150 SW 52nd Ave |
| Address 2: | |
| City: | Pembroke Park |
| State: | FL |
| Zip: | 33023 |
| Phone: | 9547014345 |
| Cell: | |
| Fax: | |
| Email: | mpakula@tppfl.gov |

| | |
|---|---|
| Billing Account Name | TOWN OF PEMBROKE PARK PD |
| Billing Name (3rd Party Accounts) | |
| Billing Contact: | David Lynch |
| Title: | |
| Phone: | 954-966-4600 |
| Cell: | |
| Fax: | |
| Email: | dlynch@tppfl.gov |

**INVOICE ADDRESS**

| | |
|---|---|
| Address 1: | 3150 SW 52nd Ave |
| Address 2: | |
| City: | Pembroke Park |
| State: | FL |
| Zip Code: | 33023 |
| Tax Exempt: | Yes |

* If Yes, please provide and attach all applicable tax exemption certificates

## SUMMARY OF CHARGES (Details on following pages)

**Service Term** (Months): **36**

### SUMMARY OF SERVICE CHARGES*

| | |
|---|---|
| Current Monthly Recurring Charges: | $0.00 |
| Current Trunk Services Monthly Recurring Charges: | $0.00 |
| **Total Current Monthly Recurring Charges (all Services):** | **$0.00** |
| Change Monthly Recurring Charges: | $725.00 |
| Change Trunk Services Monthly Recurring Charges: | $0.00 |
| **Change Monthly Recurring Charges (all Services):** | **$725.00** |
| Total Monthly Recurring Charges: | $725.00 |
| Total Trunk Services Monthly Recurring Charges: | $0.00 |
| **Total Monthly Recurring Charges (all Services):** | **$725.00** |

### SUMMARY OF STANDARD INSTALLATION FEES*

| | |
|---|---|
| Total Standard Installation Fees: | $0.00 |
| Total Trunk Services Standard Installation Fees: | $0.00 |
| **Total Standard Installation Fees (all Services):** | **$0.00** |

### SUMMARY OF CUSTOM INSTALLATION FEES*

| | |
|---|---|
| **Total Custom Installation Fee:** | **$0.00** |

### SUMMARY OF MONTHLY EQUIPMENT FEES*

| | |
|---|---|
| Current Services Equipment Fee Monthly Recurring Charges: | $0.00 |
| Current Trunk Services Equipment Fee Monthly Recurring Charges: | $0.00 |
| **Current Equipment Fee Monthly Recurring Charges (All Services):** | **$0.00** |
| Change Services Equipment Fee Monthly Recurring Charges: | $0.00 |
| Change Trunk Services Equipment Fee Monthly Recurring Charges: | $0.00 |
| **Change Equipment Fee Monthly Recurring Charges (All Services):** | **$0.00** |
| Total Service Equipment Fee Monthly Recurring Charges | **$0.00** |
| Total Trunk Service Equipment Fee Monthly Recurring Charges | **$0.00** |
| **Total Equipment Fee Monthly Recurring Charges (All Services)** | **$0.00** |

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

## GENERAL COMMENTS

This purchase (as set forth in this Comcast Enterprise Services Sales Order Form No. FI-4736723-dkeen-27505238 (“SOF”) is placed against General Services Administration Agreement GS-35F-184BA (“GSA”), located at the following or successor URL: https://www.gsaadvantage.gov/advantage/ws/catalog/contractor_detail?mapName=%2Fs%2Fsearch%2F&contractNumber=GS-35F-184BA. The Contract Terms and Conditions (“T’s and C’s”) contained in the GSA apply to this purchase and take precedence over all other conflicting T’s and C’s, express or implied. Upon the expiration of the Service Term applicable to the SOF, the Service Term shall automatically renew for successive periods of one (1) month each (each, a “Renewal Term”), unless prior written notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Customer acknowledges and agrees that if Customer terminates the Service(s) identified in this SOF prior to the expiration of the Service Term, Customer shall be responsible for the payment of any and all unpaid charges for Services rendered and for Comcast equipment, and, any and all unpaid capital expenses incurred by Comcast with respect to delivery of the Service(s), all of which are to be paid by Customer to Company within thirty (30) days of the invoice date; provided, that, the amount of capital expenses owed by Customer shall be reduced by the total amount of NRC and MRC already paid to Comcast by Customer for the applicable Service(s) at the time of termination.

## AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at http://business.comcast.com/terms-conditions-ent, (the "Agreement") . Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:

Your Comcast Business Voice Services set forth in this Sales Order (the “Voice Services”) have the following 911 limitations:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Customer must provide and maintain the correct service address information (“Registered Service Location”) for each telephone number and extension used by Customer. The Registered Service Location should also include information such as floor and office number as appropriate.
- If the Voice Services are moved to, or used in, a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Services (including 911) may fail altogether. Customer’s use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the telephone system as necessary to reflect moves or additions of stations.
- Customer 911 calls may be sent to an emergency call center where an agent will ask for the caller’s name, telephone number, and location, and then will contact the local emergency authority.
- The Voice Services use electrical power in the Customer’s premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment and/or power failure, a broadband connection failure, or another technical problem.
- Failure by Customer to make updates to the Registered Service Location, including updates to restore service address to the original Registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.
- Customers should call Comcast at 800-741-4141 if they have any questions or need to update the Registered Service Location in the E911 system.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICES.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

| CUSTOMER USE ONLY (by authorized representative) | COMCAST USE ONLY (by authorized representative) | | |
|---|---|---|---|
| Signature: | Signature: | Sales Rep: | David Menditto |
| Name: | Name: | Sales Rep E-Mail: | david_menditto@comcast.com |
| Title: | Title: | Region: | Florida |
| Date: | Date: | Division: | Central |

COMCAST BUSINESS

# COMCAST ENTERPRISE SERVICES SALES ORDER FORM

## SERVICES AND PRICING

**Account Name:** TOWN OF PEMBROKE PARK PD **Date:** 11/25/2024

**MSA ID#:** FI-4736723-dkeen **SO ID#:** FI-4736723-dkeen-27505238

**Short Description of Service:** Police Dept 500 EDI

**Service Term:** 36 MONTHS

**Solution Charges**

| Line | Request | Action | Service(s) | Description | Service Location A* | Service Location Z* | Tax Jurisdiction | Qty | Monthly | One-Time |
|---|---|---|---|---|---|---|---|---|---|---|
| 001 | New | Add | EDI - Network Interface - Gig E | Port | Police Dept / PP / 3150 SW 52nd A | - | Interstate | 1 | $0.00 | $0.00 |
| 002 | New | Add | EDI - Bandwidth | 500 Mbps | Police Dept / PP / 3150 SW 52nd A | - | Interstate | 1 | $725.00 | $0.00 |
| 003 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 004 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 005 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 006 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 007 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 008 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 009 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 010 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 011 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 012 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 013 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 014 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 015 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 016 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 017 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 018 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 019 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 020 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 021 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 022 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 023 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 024 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 025 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 026 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 027 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 028 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 029 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 030 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 031 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 032 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 033 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 034 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 035 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 036 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 037 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 038 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 039 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 040 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 041 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 042 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 043 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 044 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 045 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 046 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 047 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 048 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 049 | - | - | - | | - | - | | | $0.00 | $0.00 |
| 050 | - | - | - | | - | - | | | $0.00 | $0.00 |

* Services Location Details attached  Charges are Exclusive of Equipment Fees

**PAGE 2 SUBTOTAL:** $725.00 $0.00

COMCAST BUSINESS

# COMCAST ENTERPRISE SERVICES SALES ORDER FORM

## SERVICE LOCATION DETAIL INFORMATION

**Date:** 11/25/2024 **MSA ID#:** FI-4736723-dkeen **SO ID#:** FI-4736723-dkeen-27505238 **Account Name:** TOWN OF PEMBROKE PARK PD

| Line | Location Name/Site ID | Address 1 | Address 2 | City | State | Zip Code | Incremental Equipment Fee | Technical/Local Contact Name | Technical/Local Contact Phone # | Technical/Local Contact Email Address | Technical Contact On Site (Yes/No) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Police Dept / PP | 3150 SW 52nd Ave | | Pembroke Park | FL | 33023 | $0.00 | Mark Pakula | (954) 701-4345 | mpakula@townofpembrokepark.co | Yes |
| 2 | - | | | | | | | | | | |
| 3 | - | | | | | | | | | | |
| 4 | - | | | | | | | | | | |
| 5 | - | | | | | | | | | | |
| 6 | - | | | | | | | | | | |
| 7 | - | | | | | | | | | | |
| 8 | - | | | | | | | | | | |
| 9 | - | | | | | | | | | | |
| 10 | - | | | | | | | | | | |
| 11 | - | | | | | | | | | | |
| 12 | - | | | | | | | | | | |
| 13 | - | | | | | | | | | | |
| 14 | - | | | | | | | | | | |
| 15 | - | | | | | | | | | | |
| 16 | - | | | | | | | | | | |
| 17 | - | | | | | | | | | | |
| 18 | - | | | | | | | | | | |
| 19 | - | | | | | | | | | | |
| 20 | - | | | | | | | | | | |
| 21 | - | | | | | | | | | | |
| 22 | - | | | | | | | | | | |
| 23 | - | | | | | | | | | | |
| 24 | - | | | | | | | | | | |
| 25 | - | | | | | | | | | | |
| 26 | - | | | | | | | | | | |
| 27 | - | | | | | | | | | | |
| 28 | - | | | | | | | | | | |
| 29 | - | | | | | | | | | | |
| 30 | - | | | | | | | | | | |
| 31 | - | | | | | | | | | | |
| 32 | - | | | | | | | | | | |
| 33 | - | | | | | | | | | | |
| 34 | - | | | | | | | | | | |
| 35 | - | | | | | | | | | | |
| 36 | - | | | | | | | | | | |
| 37 | - | | | | | | | | | | |

# Agenda Item Report

| | |
|---|---|
| Subject: | Award Agreement for the Purchase and Installation of the GeoSCADA Electronic Monitoring System Project<br>RESOLUTION NO: 2025-004<br>A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND AWC OF LOUISIANA, INC, ATTACHED HERETO AS EXHIBIT "A," FOR PURCHASE, INSTALLATION, AND MONITORING OF THE SCADA SYSTEM; AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL ACTION NECESSARY IN FURTHERANCE OF THE AGREEMENT, INCLUDING ACCEPTING NON-SUBSTANTIAL CHANGES AND ANY OTHER ACTION TO ENSURE COMPLIANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. |
| Meeting Date: | AGENDA FOR REGULAR COMMISSION MEETING - Jan 15 2025 |
| Prepared For: | Town Commission |
| Staff Contact: | Stanley Merantus, Public Services Director |
| Dept/Group: | Public Works |
| Recommendation for Counsel to consider: | It is recommended that the Town Commission enter into an agreement with AWC, Inc. ("AWC"), the sole-source commodity and service, for the purchase and installation of GeoSCADA Electronic Monitoring Systems in an amount of six hundred and four thousand two hundred thirty six dollars and 60/100 ($604,236.60). |
| Background Information: | The Town currently has the GeoSCADA Electronic Monitoring System in place at two locations and plans to install 28 more systems across the Town. This expansion will enhance maintenance operations, improve station reliability, mitigate the risks of pump failures, and reduce costs associated with daily monitoring, which can be performed remotely. |
| Staff Recommendations: | It is recommended that the Town Commission enter into an agreement in an amount of $604,236.60, with AWC, for the GeoSCADA Electronic Monitoring System Project. |
| Financial Implications: | This project will be funded by the Florida Department of Environmental Protection grant, and Stormwater Funds. |
| Alternatives: | |

**ATTACHMENTS:**

Proposed Resolution 2025-004
Agreement - AWC Inc.
Mission Communications_AWC Inc-Florida Sole Source_2024_Pembroke Park
LPA0613_GeoSCADA_Mission RTU-MyDroInstallManual 010124_TPPK
LPA0613_GeoSCADA_MyDroSpecSheet_2309_Digital_TPPK
LPA0613_GeoSCADA_Mission L Nema 4X_TPPK

**RESOLUTION NO. 2025-004**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND AWC OF LOUISIANA, INC, ATTACHED HERETO AS EXHIBIT "A," FOR PURCHASE, INSTALLATION, AND MONITORING OF THE SCADA SYSTEM; AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL ACTION NECESSARY IN FURTHERANCE OF THE AGREEMENT, INCLUDING ACCEPTING NON-SUBSTANTIAL CHANGES AND ANY OTHER ACTION TO ENSURE COMPLIANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** on November 27, 2023, the Town entered into a grant agreement ("Grant") with the Florida Department of Environmental Protection (FDEP) for the purchase and installation of the LSPro Geo SCADA Telemetry System; and

**WHEREAS,** Town staff negotiated the purchase, installation, and monitoring of the SCADA System under the Grant; and

**WHEREAS,** the SCADA System is currently in use in the Town and the Town is satisfied with its operation and performance; and

**WHEREAS,** the FDEP reviewed and approved the purchase and installation of the SCADA System under the Grant; and

**WHEREAS,** the agreement also includes the purchase and installation of additional SCADA Systems to expand its use to additional wastewater lifts and stormwater pump stations within the Town; and

**WHEREAS,** the Town Commission seeks to continue and expand its use of the SCADA Systems throughout the Town, pursuant to the terms and conditions set forth in

the agreement attached hereto as **Exhibit "A,"** which incorporates the Grant as an exhibit to the agreement; and

**WHEREAS,** Section III of the Town's Purchasing Policy and Procurement manual, and Sections 2-125(C)(2), and Section 2-129(g)(2) of the Town Code, sole source commodities and services are exempt from the vendor selection process; and

**WHEREAS,** the Town Commission of the Town of Pembroke Park, Florida, finds that approval of purchase and use of the SCADA System pursuant to the terms and conditions set forth in the agreement attached hereto as **Exhibit "A,"** throughout the Town is in the best interests of the citizens and residents of the Town.

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

**Section 1.** The aforementioned "Whereas" clause is hereby ratified and confirmed as being true and correct and is incorporated herein.

**Section 2.** The Town Commission of the Town of Pembroke Park, Florida, hereby approves and authorizes the execution of the agreement between the Town and AWC of Louisiana, Inc., attached hereto as **Exhibit "A"** and incorporated herein. The Town Manager is hereby authorized to execute the agreement on behalf of the Town and to take any and all action necessary in furtherance of the agreement, including accepting non-substantial changes and any other action to ensure compliance with the Grant.

**Section 3.** The Town Manager is authorized to conform and make additional changes to the agreement which are consistent with the Town's ordinances, resolutions and policies as needed and approved as to form and legality by the Town Attorney without further approval of the Town Commission.

**Section 4.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**Section 5.** If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

**Section 6.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED this 15th day of January 2025.**

_____
MAYOR ASHIRA MOHAMMED

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

**PROFESSIONAL SERVICES AGREEMENT**

**THIS IS AN AGREEMENT** ("Agreement"), dated this 15th day of January 2025, by and between:

> **TOWN OF PEMBROKE PARK**, **FLORIDA**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as "Town";
>
> and
>
> **AWC OF LOUISIANA, INC.**, a foreign profit corporation, with a principal address of 6655 Exchequer Drive, Baton Rouge, LA 70809, hereinafter "Contractor," who is authorized to do business in the State of Florida.

Town and Contractor may each be referred to herein as "party" or collectively as "parties."

**W I T N E S S E T H:**

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

**ARTICLE 1**
**PREAMBLE**

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

1.1 Pursuant to Section III of the Town's Purchasing Policy and Procurement manual, and Sections 2-125(C)(2), and Section 2-129(g)(2) of the Town Code, sole source commodities and services are exempt from the vendor selection process. Attached hereto and incorporated herein as **Exhibit "A,"** is a sole source letter from the Contractor, which complies with application provisions of the Town code.

1.2 On November 27, 2023, the Town entered into a grant agreement ("Grant") with the Florida Department of Environmental Protection (FDEP) for the purchase and installation of the LSPro GeoSCADA Telemetry System, and that agreement is attached hereto an incorporated herein as Exhibit "B" ; and

1.3 Town staff confirmed with FDEP that the quote provided by the Contractor complies with the Grant, and the Town desires to expand the installation of the GeoSCADA Telemetry System to include additional wastewater lifts and pump station.

## ARTICLE 2
## SERVICES AND RESPONSIBILITIES

2.1 Contractor hereby agrees to perform the services for the installation, configuration, testing, and monitoring of LSPro GeoSCADA Telemetry System from Mission Communications**,** as more particularly described in **Exhibit "C"** attached hereto and by this reference made a part hereof. Contractor agrees to do everything required by the Grant, this Agreement, and Commission award.

2.2 Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner. The Contractor's proposal to the Town is attached hereto and incorporated herein as **Composite Exhibit "D."**

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

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

2.5 Contractor shall not utilize the services of any sub-consultant without the prior written approval of Town.

## ARTICLE 3
## TERM AND TERMINATION

3.1 The term of this Agreement shall commence upon execution and the installation of all equipment set forth in the Exhibits shall be completed within sixty (60) days. All other services, including but not limited to testing, calibration, and monitoring shall commence upon execution of this agreement and continue for a period of three (3) years.

3.2 This Agreement may be terminated by either party for cause, or by the Town for convenience, upon thirty (30) days' written notice by the Town to Contractor, in which event the Contractor shall be paid its compensation for services performed to termination date. [NOTE: Contractor may not terminate existing assignments for convenience after they have been accepted as addendums to this Agreement.] In the event that the Contractor abandons this Agreement or causes it to be terminated,

Contractor shall indemnify the Town against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by Contractor shall become the property of Town and shall be delivered by Contractor to Town immediately.

3.4 SCRUTINIZED COMPANIES. Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subContractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subContractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

## ARTICLE 4
## COMPENSATION AND METHOD OF PAYMENT

4.1 Contractor shall be entitled to invoice Town in accordance with terms set forth in Exhibit "C." The total compensation for this project shall not exceed **$604,236.60**.

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

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

4.4 Payment will be made to Contractor at:

**AWC OF LOUISIANA, INC.**
6655 Exchequer Drive
Baton Rouge, LA 70809

## ARTICLE 5
## CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

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

## ARTICLE 6
## INDEMNIFICATION

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

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

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

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the Contractor and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 ($10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

6.5 The Town is entitled to sovereign immunity as provided by §768.28, F.S., and nothing herein is intended to waive the Town's sovereign immunity.

## ARTICLE 7
## INSURANCE

Contractor shall comply with all insurance requirements set forth in the Exhibits.

## ARTICLE 8
## INDEPENDENT CONTRACTOR

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

## ARTICLE 9
## VENUE

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

## ARTICLE 10
## PUBLIC RECORDS

10.1 The Town of Pembroke Park is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

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

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall

destroy all copies of such confidential and exempt records remaining in its possession after the Contractor transfers the records in its possession to the Town; and

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

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

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

**TOWN CLERK**
**9150 SW 52nd Avenue**
**Pembroke Park, FL 33023**
**(954) 966-4600**
**townclerk@tppfl.gov**

## ARTICLE 11
## FEMA REQUIREMENTS

**Any reference made to Contractor in this section shall also apply to any SubContractor under the terms of this Contract. Contractor shall be responsible for the compliance by any subContractor or lower tier subContractor with all of these contract clauses:**

11.1 Contractor shall assist Town in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

11.2 If reimbursement is denied to Town due to Contractor's negligence, including failure to comply with this Article, Contractor upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the Town, shall reimburse Town for amounts denied due to Contractor's negligence. This obligation shall survive the term or termination of this Agreement.

11.3 Notwithstanding anything to the contrary set forth herein, Contractor shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

11.3.1 Equal Employment Opportunity: During the performance of this contract, Contractor agrees as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor 's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Contractor 's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor 's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subContractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subContractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

11.3.2 Davis-Bacon Act: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week.

11.3.3 Copeland “Anti-Kickback” Act: Contractor shall comply with the Copeland “Anti-Kickback” Act, ( 40 U.S.C. 3145), as supplemented by Department of Labor regulations ( 29 CFR Part 3, “Contractors and SubContractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. TOWN must report all suspected or reported violations to the Federal awarding agency.

11.3.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

regulations ( 29 CFR Part 5) Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

(1) Overtime requirements. No Contractor or subContractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subContractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subContractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. TOWN shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subContractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subContractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subContractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subContractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subContractor or lower tier subContractor with the clauses set forth in paragraphs (1) through (4) of this section."

11.3.5 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act ( 33 U.S.C. 1251- 1387), as amended Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( 42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended ( 33 U.S.C. 1251- 1387). TOWN will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
Clean Air Act.

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the TOWN and understands and agrees that the TOWN will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

11.3.6. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(1) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This

certification is a material representation of fact relied upon by TOWN. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and TOWN, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

11.3.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

11.3.8 Compliance with State Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

11.3.9 Recovered Materials.

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule

(ii) Meeting Contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

11.3.10 Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR

40 and 41

11.3.11 Pursuant to 44 CFR 13.36(i)(8), Contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes

11.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

(1) The Contractor agrees to provide the Town, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until the Town, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

11.3.13 No Obligation by the Federal Government

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the Town, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subContractor who will be subject to its provisions.

11.3.14 DHS Seal, Logo, and Flags. The Contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11.3.16 Fraudulent Statements. The Contractor acknowledges that 31 U.S.C. Chap. 38 applies to the Contractor's actions pertaining to this Contract.

11.3.17 Prohibition on Contracting for Covered Telecommunications Equipment or Services
Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

11.3.18 Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## ARTICLE 12
## MISCELLANEOUS

12.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in

connection with this Agreement are and shall remain the property of Town whether or not the project for which they are made is completed. Town hereby agrees to use Contractor's work product for its intended purposes.

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

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

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

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

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

For Town: Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023

Copy to: Jacob G. Horowitz, Town Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
jhorowitz@gorencherof.com

Contractor:

**AWC OF LOUISIANA, INC.**
6655 Exchequer Drive
Baton Rouge, LA 70809

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

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

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

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

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

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

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

12.13 **Anti-Human Trafficking.** Pursuant to §787.06(13),F.S., the Contractor, under penalty of

perjury, hereby attests that that the Contractor does not use coercion for laborer services as defined in §787.06, F.S.

12.14 **Employment Verification.** Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

A. **Definitions** for this Section:

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

2. "*Subcontractor*" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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

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

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

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

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

under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

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

TOWN OF PEMBROKE PARK

BY: _____
MAYOR ASHIRA MOHAMMED

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Interim Town Attorney

AWC OF LOUISIANA, INC.

BY: _____
Name: _____
Title: _____

STATE OF _____ )
COUNTY OF _____ )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of □ physical presence or □ online notarization, on this ____ day of _____, 2025, as _____ of _____, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of _____ and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid

this ____ day of _____, 2025.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires:

# Memo:

**November**
**20th, 2024**

**To: Town of Pembroke Park, Florida**

**This memo confirms that AWC, Inc. is the Exclusive Distributor for Mission Communications' products and services in Florida. Florida's Eastern Time Zone. Cellular Data service and website presentation will be provided by Mission Communications', LLC, therefore all Annual Service Renewals will be invoiced by Mission Communications, LLC.**

**Michael Hedding**
**Central Regional Sales Manager**
**Email: mhedding@123mc.com**
**Mobile: 941-374-7837**
**Office: 877-993-1911 ext. 1033**
**www.123mc.com**

MyDr

# 150/850
# Installation Manual

MISSION
COMMUNICATIONS

Welcome,

This manual is intended to guide end-users through the proper installation for MyDro (M150 and M850) remote terminal units (RTUs). The beginning chapters focus on pre-installation and are intended to optimize installation. Mission recommends users read this document completely and confirm that all necessary materials have been gathered before beginning the installation process.

Prior to installation, users should complete and submit the RTU Setup Forms associated with the units to be installed to setupforms@123mc.com. New customers will have additionally received the Account Setup Form and Notification Setup Form, which should also be submitted before installing RTUs.

See the back cover of this document for information about available support resources, including weekly webinars, training tutorials, quarterly newsletters, troubleshooting documentation, and Twitter updates.

Mission Technical Support is available 24-7-365 on a responsive callback basis for after-hour emergencies at (877) 993-1911 option 2 or techsupport@123mc.com. Please have the customer name and appropriate unit serial number ready.

Thank you,
The Mission Communications Team

**Warning:** This symbol indicates there is caution or warning to avoid damage to your property or product.

**Note:** This symbol indicates that there is something that requires your special attention.

This device complies with part 15 of the FFC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

This device is SGS Safety Certified

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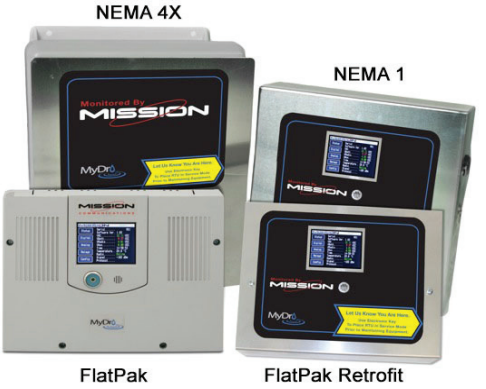
# Chapter 1: Overview

## M150/M850 at a Glance

Each RTU is packaged with everything necessary for a standard installation

## Enclosures

NEMA 1—indoor mounting
NEMA 4X—outdoor mounting
FlatPak—control panel inner door mounting
FlatPak Retrofit—(convert M110 or M800 to MyDro)




## Hardware Included with RTUs

- ☐ RTU with NEMA 1, NEMA 4X, or FlatPak enclosure
- ☐ RTU Installation Packet: RTU Form, User Guide, and emergency notice label
- ☐ Battery—12 volt, 5 amp-hour
- ☐ Flying Lead Transformer—120 VAC to 12 VAC, 1.2 amp
- ☐ Universal Antenna Mount Kit: 11' RG58 cable with SMA-M connector, pole, or wall mount bracket, mini whip antenna, (2) pole clamps, and (2) MOVs rated for 120-volt control circuits
- ☐ Accessory Bag: (4)1000 ohm long, yellow EOL resistors, (8) 1000 ohm EOL resistors, (2) current sensing switches, tie wraps, (4) wire nuts, (8) screws, (2) ferrite cores, and an interchangeable Phillips/flathead screwdriver

New customers will also be given a New Customer Packet which includes Account and Notification Setup Forms, (5) electronic keys with instructions, and the Managed SCADA document.

## Recommended Tools and Materials (Not Included)

| Mechanical Tools | Electrical Tools | Materials |
|---|---|---|
| Drill motor | Voltmeter/multimeter | 18 or 22 gauge wire—2, 4, or 8 conductor stranded and shielded |
| Step drill or 3/4” hole saw | Wire cutters | 12–14 gauge green wire for grounding the RTU (follow NEC standards) |
| Hack/reciprocating saw | Wire strippers | 3/4” Flex conduit with straight and elbow fittings |
| Metal cutting blades | | Unistrut rail and hardware for mounting |
| Pliers | | Interposing relays and bases (if no dry contacts are available) |
| 5/16” nut driver | | Interposing relay (if output relays will be used) |
| Phillips-head screwdriver | | Sealant |
| Ladder (for antenna mounting) | | |

## Available Input/Output Expansion

Mission offers a variety of expansion modules to extend the utility of the RTU. Available options are summarized below:

- Safe Module Plus: intrinsically safe float circuit, local relay, 4 pulse channels
- Digital Input: adds 8 channels
- Analog Input: adds 4 channels
- Analog Output: provides 2 channels
- Pulse Input: provides 2 channels

For more information, see the Safe Module Plus and MyDro Expansion Module specification sheets, as well as the Expansion Module Installation manual.

# Chapter 2: Site Survey and Connectivity Test

Prior to installation, please complete and submit the RTU Installation Form via fax at (770) 685-7913 or email to setupforms@123mc.com so Mission can set up the new unit(s) on your web portal. New customers must also complete and submit both forms within the New Customer Packet. The web portal can be accessed with the login credentials you provided within the Account Setup Form. Once completed and entered by Technical Support, alarms can be enabled for your RTU(s) immediately after installation so you can perform end-to-end testing.

By powering the RTU and testing connectivity before mounting the hardware, you can optimize the signal strength for years of trouble-free communication. The test only takes a few minutes because the included battery provides temporary power. Refer to Chapter 3 for best practices when positioning the antenna.

1. Remove the RTU from the box and place it on or near the control panel it will be monitoring. Remove the antenna cable and antenna whip from the package and hand-tighten the SMA-M connector to the radio SMA-F connection on the RTU (see Figure 1).

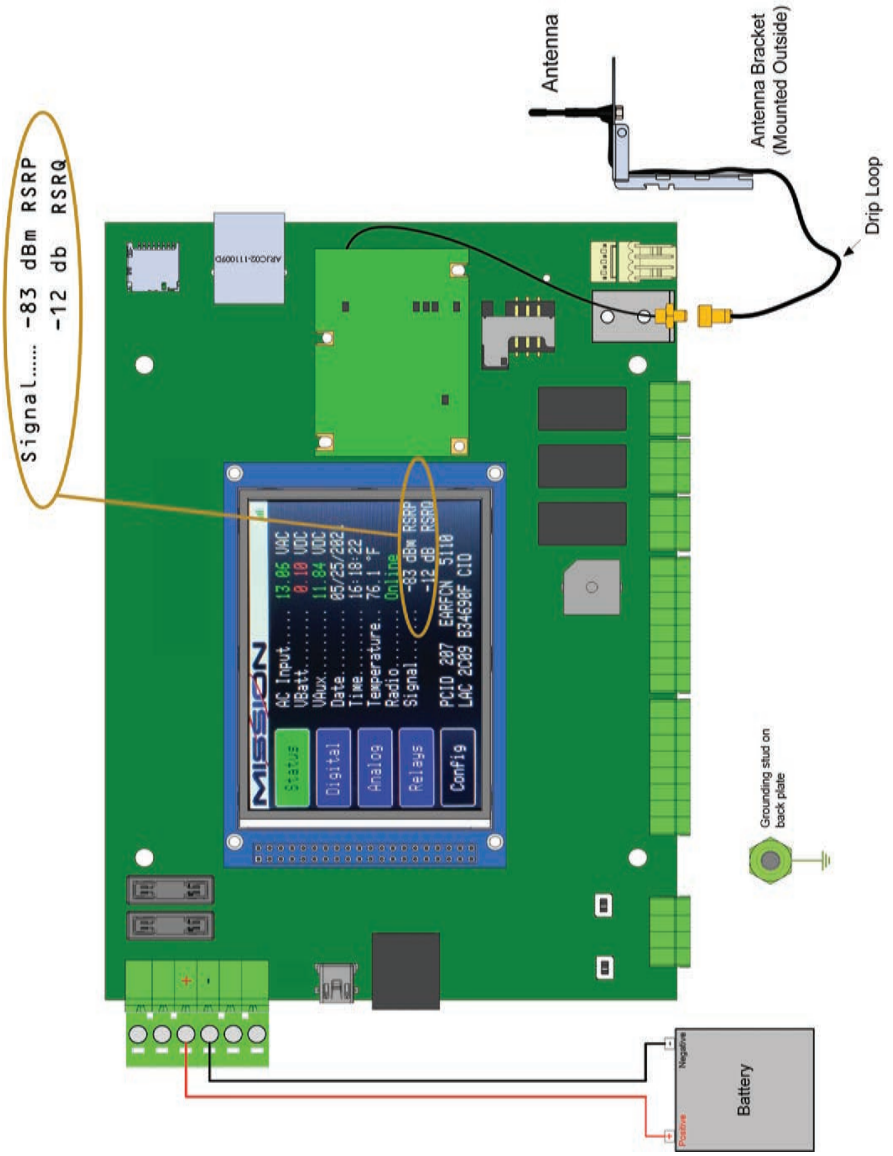
2. Screw the antenna whip onto the molded antenna base and place it outside as high as possible. Mount the antenna to the aluminum bracket.

**Warning:** Hand-tighten the nut on the underside plus 1/4 turn with a wrench. Do not overtighten.

3. Power the RTU with the 12 VDC battery (see Figure 1). Connect the negative (black) lead to the battery and then connect the positive (red) lead. Once the startup sequence is completed, you will hear three beeps from the buzzer. This indicates the unit has connected to Mission servers. If the RTU does not connect after two attempts, call Technical Support.

4. Notice the signal strength (RSRP) reading on the LCD as shown in Figure 1. The goal is to mount the antenna where the signal is the strongest. A -75 dB signal is better than that of -100 dB. A signal quality (RSRQ) reading closer to 0 is better. Temporarily position the antenna for about a minute in a few locations and take note of the signal strength.

**Figure 1:**
**Main Printed Circuit Board Wired for Site Survey**




**Note:** This diagram shows information for a MyDro using the RMDT1 radio. MyDro with other radios may display differently.

# Chapter 3: Antenna Installation

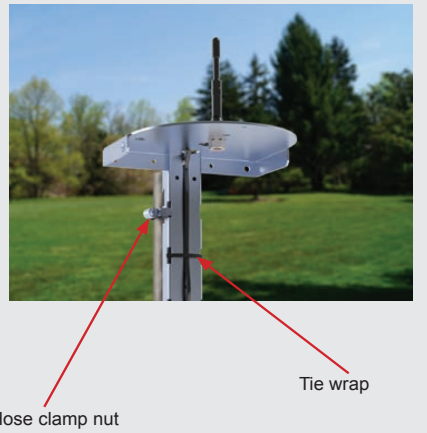
## Overview

The antenna should be mounted outdoors and above other objects. By optimizing the placement of the antenna, you increase the chances that the radio can communicate with more than one cell tower. The coaxial cable should reach the Mission RTU radio connection with no severe routing of the coaxial cable. Consider where the RTU will be mounted in relation to the location of the antenna.

1. Install the antenna cable and antenna whip. Connect the SMA-M cable connector to the SMA-F connector on the mainboard (see Figure 1). Unscrew the nut from the molded antenna base. Feed the molded antenna base through the square cut out on the bracket. Place the molded antenna base in the circle cutout.

**Warning:** Secure the molded antenna base to the bracket with the nut. Hand-tighten the nut, plus ¼ turn with a wrench. Do not overtighten.

2. Install the mounting bracket. Mount the Universal Antenna Mount directly on the face of a flat surface or a metal pipe using the included pipe clamps (placing above any obstruction).



## Antenna Best Practices

| Do | Don't |
|---|---|
| Mount the antenna outside as high as possible, preferably above the roof or other objects. | Mount the antenna underground, in a dry well, or inside a canned lift station. |
| Mount the antenna above all metal surfaces close to the installation. | Mount the antenna horizontally or bend the antenna whip. |
| Coil excess coaxial in circles of 5–7 inches in diameter. Pinching or tight bends in the coaxial can restrict the high frequency/low power radio signal path in much the same way water flow is restricted through a tight bend in a hose. | Mount the antenna inside a metal control cabinet. Even fiberglass cabinets degrade the signal. |
| Ensure that the weight of the cable does not damage the antenna base. There should be enough slack in the cable so it does not rest or touch the top surface of the mounting bracket. | Mount the antenna on the side of a metal cabinet or adjacent to a tank. Metal surfaces will reflect the radio signal, preventing it from traveling in all directions. |
| Incorporate a drip loop when installing the cable to prevent water from penetrating into the building or enclosure. | Cut, lengthen, or shorten the coaxial cable. Mission can supply antenna extension cables and connectors up to 50 feet. For lengths above this limit, another RTU mounting location should be considered. |

## Wiring Best Practices

- Signal cables should not run parallel with high voltage AC wires (load conductors).
- Where signal wires and load conductors must cross, do so at right angles.
- High voltage should not enter the Mission RTU. Mount the supplied transformer outside the Mission enclosure.
- Lay wires in wire trays with the excess near terminations. Replace wire race covers
- Cables used for digital and analog inputs should be 18 to 22 gauge, shielded, twisted pair wire with the shield connected to ground at the RTU and not on the other end of the cable (to prevent ground loop current).
- MOVs can be installed across AC contactor coil terminals to shunt voltage spikes away from the RTU inputs and other electronics in the panel. Voltage spikes can be caused by coils de-energizing. The included MOVs are rated for 120 V circuits and will suppress excess voltage above 150 V. These parts are application dependent. They have a finite lifespan and will need to be replaced over time.

**Warning:** Follow requirements for field wiring installation and grounding as described in NEC and the local/state electrical codes.

# Chapter 4: RTU Installation and Wiring

Locate the RTU as close as possible to the control cabinet while considering the antenna cable length.

**Warning:** Turn off station power to avoid damage to mainboard.

**Note:** MyDro units should be connected to a LPS-certified power supply (12 VAC 60 Hz ~ or 17-22 VDC).

1. Mount the enclosure.

2. Cut the conduit and wiring holes. Drill and attach the conduit in the control cabinet and Mission RTU. Use sealant where appropriate.

3. Pull the wires and cables.

4. Ground the RTU. Use 12 to 14 gauge green wire to connect the grounding lug on the backplate in the RTU to the stations Earth ground (refer to Figure 1).

   **Note:** If using the Safe Module Plus for sensing the high-level float in an intrinsically safe manner, install it now. Refer to the MyDro Expansion Module Installation Manual for more information.

5. Terminate digital inputs. Refer to the wiring diagram on the M150/M850 cover/ door and the RTU Installation Form in the packing box. Record input names on the setup form and the diagram.

## Enclosure Options

### NEMA 4X

Mount outdoors on unistrut or a wall. Allow clearance for hinge (left) and key reader (right).

Consider the NEMA 4 for indoor application where wash-downs occur.

Conduit connections can enter from bottom, but leave space for the included battery.

### NEMA 1

Use indoors where no wash-downs occur.

Allow for space on bottom of the enclosure for the battery.

### FlatPak

Mount inside the control cabinet.

Two large holes are provided for through-wires.

Place battery inside the control cabinet.

The default digital input (DX) connections are as follows:

- D1—pump 1 (M150 runtime accumulator, M850 status and runtime accumulator)
- D2—pump 2 (M150 runtime accumulator, M850 status and runtime accumulator)
- D3—pump 3 runtime or simultaneous pump (1 and 2) runtime accumulator*(M150)
- D4—high level float
- D5—pump 1 fail
- D6—pump 2 fail
- D7—phase fail
- D8—unassigned or multiple pump runtime accumulator*(M850)

MyDro Digital Inputs feature software selectable input characteristics including:

- Dry contacts with wire fault supervision (requires 1000 ohm EOL resistors)
- Dry contacts no wire fault supervision (NF)
- Strap on current sensing switches (Mission PN OP400) with wire fault supervision
- Strap on current sensing switches (Mission PN OP400) without wire fault supervision

**Note:** The MyDro does not directly support the Wet Well Module. See the technical document, Wet Well Module with MyDro, if replacing M110 or M800 with Wet Well Module to MyDro.

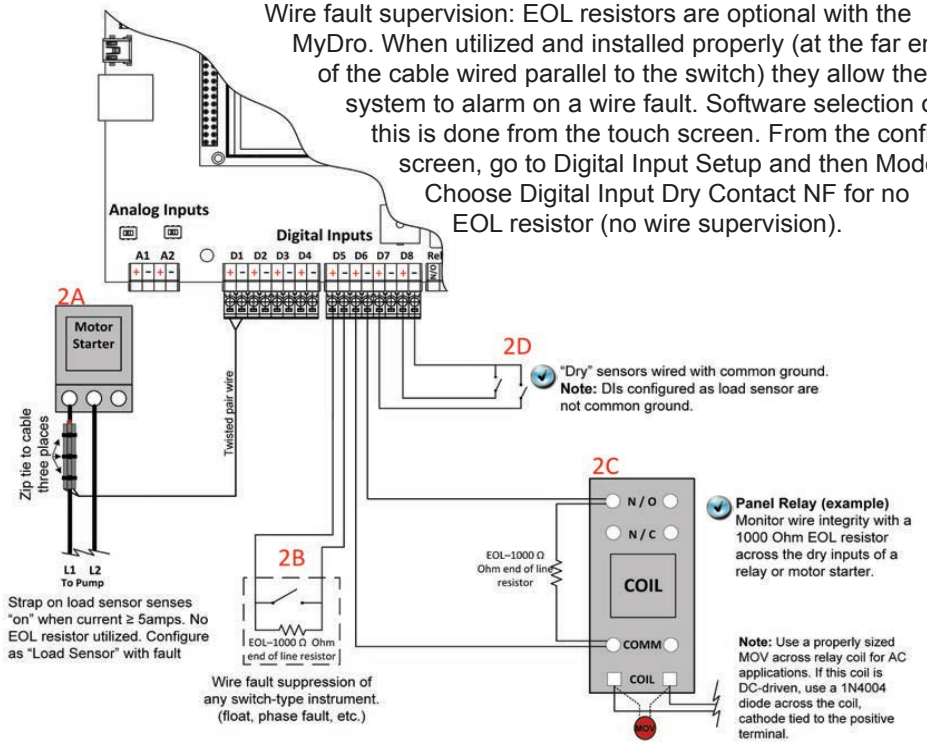
**Warning:** Digital inputs require dry contacts. This means that wires running to these inputs must not supply any voltage. Use an interposing relay if there are no dry contacts available.

The digital inputs are set as normally open (N/O) by default. You must use N/O contacts on pump runtime inputs. You may use either N/O or normally closed N/C contacts on digital inputs 4 through 8. Notify Mission Technical Support (or indicate on RTU setup form) to change the default settings (refer to Figure 2).Connect the shields of digital input wires to the grounding lug located inside the RTU.

Pump Runtime Inputs: On M150 RTUs, only inputs D1–D3 can be configured for pump runtimes. However, they can also be set as alarm inputs. D4–D8 on an M150 can only be configured as alarm inputs. D3* can be used for simultaneous runtimes by configuring digital input on touch screen.

On M850 RTUs, D1–D8 (on the main board) can be configured as pump runtime, pump runtime with alarm, or alarm inputs. As an option, the system can report multiple pump runtimes on M850 RTUs on D8.*

**Figure 2:**
**Digital Inputs—Current Sensor, Supervision, and Surge Suppression**




6. Terminate analog inputs. Two isolated analog inputs are available on the mainboard (refer to Figure 3). These inputs can accept a 4–20 mA or 0–5 volt signal. Position analog channel signal selector* to the left for a 4–20 mA signal and to the right for a 0–5 volt signal. If you use the auxiliary output power source, slip the ferrite core over the positive conductor (see Figure 3, Case 1 and Figure 4B).

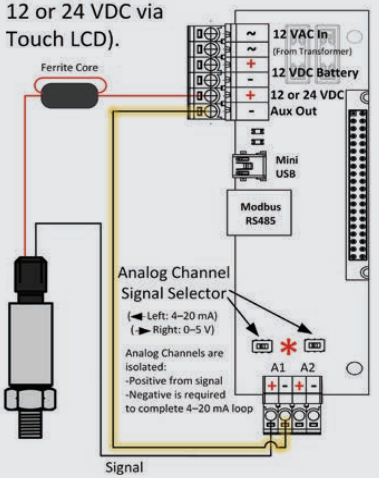
**Warning:** Take precautions when wiring the analog inputs. Reverse polarity may damage the main board or the sensor.

The auxiliary output on the mainboard can be used to power the transducer as seen in Case 1 of Figure 3 (250 mA maximum). When using the auxiliary output, be aware of the voltage drop in the 4–20 mA loop when wiring to the analog inputs. The auxiliary output supply voltage is software configurable for 12 or 24 VDC.

**Figure 3:**
**Analog Input Wiring**

**Case 1:**

Power to Analog transducer supplied by Mission Auxiliary Out. (Selectable 12 or 24 VDC via Touch LCD).




**Case 2:**

Power to Analog transducer supplied by external power source.

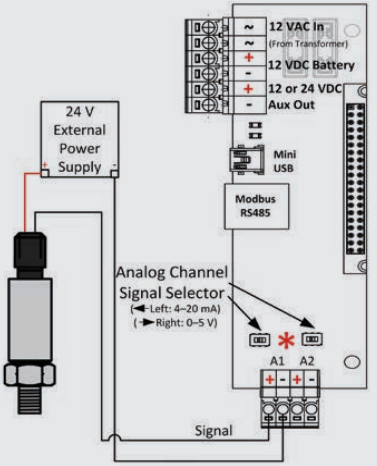



**Figure 4:**
**Installing ferrite cores to (A) AC output and (B) auxiliary input**

7. Wire the output relays. The output relays are single pole, double throw and rated up to 30 VDC or 120 VAC at 5 amp maximum. They are used for remote control applications such as Tank and Well, and analog or digital interconnect. You can wire the relay normally open (default) or normally closed (refer to Appendix B).

**Warning:** Relay behavior on communication failure is configurable under the Config. Menu/Relay Comm Fail Setup as Deenergize or No Change.

**Warning:** If power to output relays is supplied by Mission auxiliary power port it is software configurable as 12 or 24 VDC. Specify coil voltage of interposing relays appropriately.

**Note:** Many items should be considered with remote control applications. Refer to the Best Practices for Remote Control document.

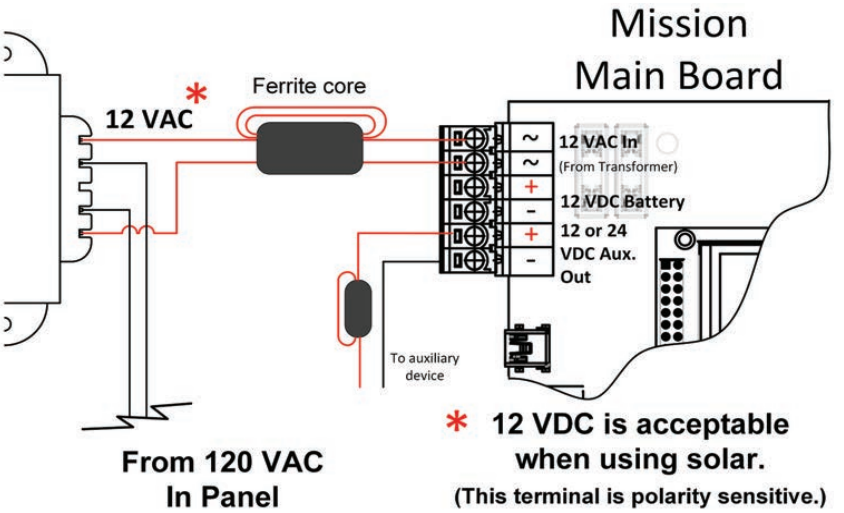
Wire the auxiliary output to common on the output relay. Wire the coil positive terminal on the interposing relay to normally open or normally closed on the output relay. Wire the negative coil terminal to Aux (-).

8. Install the 120 VAC transformer and wire AC power. Slip ferrite core over the two conductors going to the AC in connection (see Figure 4A). Mount the transformer in the control panel (not the Mission RTU).

   It is very important to only provide 12–16 VAC to the Mission mainboard AC input. Hooking up the transformer backwards will apply 1200 VAC to the mainboard and cause permanent damage. Do not install transformer in the RTU. Install it in the control cabinet.

**Warning:** Connect AC power to the primary input (black wires). Connect the secondary output (red wires) to the mainboard input. The transformer steps the power down from 120 VAC to 12 VAC. Do not turn on station AC power at this time.

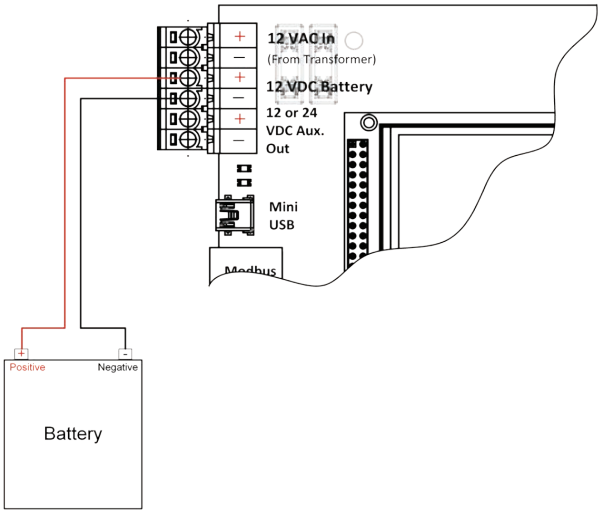
**Figure 5:**
**Transformer Wiring**



# Chapter 5: RTU Startup

1. Power the Mission RTU with the 12 VDC battery only. Connect the black lead first, then the red lead (see Figure 6). The LCD will illuminate the start up screen. Once the radio sequence is complete, you will hear three beeps from the buzzer. This indicates the unit has connected to Mission servers. Allow the unit about two minutes to perform its power-up sequence and synchronization to the network. If the RTU does not connect after two attempts, contact Technical Support.

**Figure 6:**
**Battery Wiring**




2. Check the wiring connections before powering the pump station. If the wiring is correct, power the pump station, and immediately focus on the mainboard. Check to ensure the Mission RTU is still operating. If a wiring mistake has been made, it will be evident. If there appears to be a mistake, immediately remove power. If everything is correct, proceed to testing the RTU.

**Warning:** Risk of explosion if battery is replaced by an incorrect type. Dispose of used batteries in accordance with local regulations.

# Chapter 6: Test the Installation

It is imperative that alarm points are tested and that alarm notifications are received so they can be acknowledged by the customer or end-user once the unit is put into production. This includes phone numbers, text messages, email addresses, fax numbers, and pager numbers.

Additionally, it is recommended that the customer or end-user test all alarm points every six months to ensure all electrical components and alarm parameters are still functioning as desired and that alarms are being received and acknowledged by recipients. Refer to the Spring Cleaning/Fall Fix-up document for testing procedures.

Complete the following tests prior to leaving the job site:

1. Confirm AC power. Use a voltmeter across the AC terminal to verify ~12–14 VAC is present.

2. Test the battery. Remove the AC fuse and confirm the RTU stays online. Replace the AC fuse.

3. Test the radio connection. Check the radio status on the LCD screen. It should read “connected.” If not, call Technical Support at (877) 993-1911 option 2.

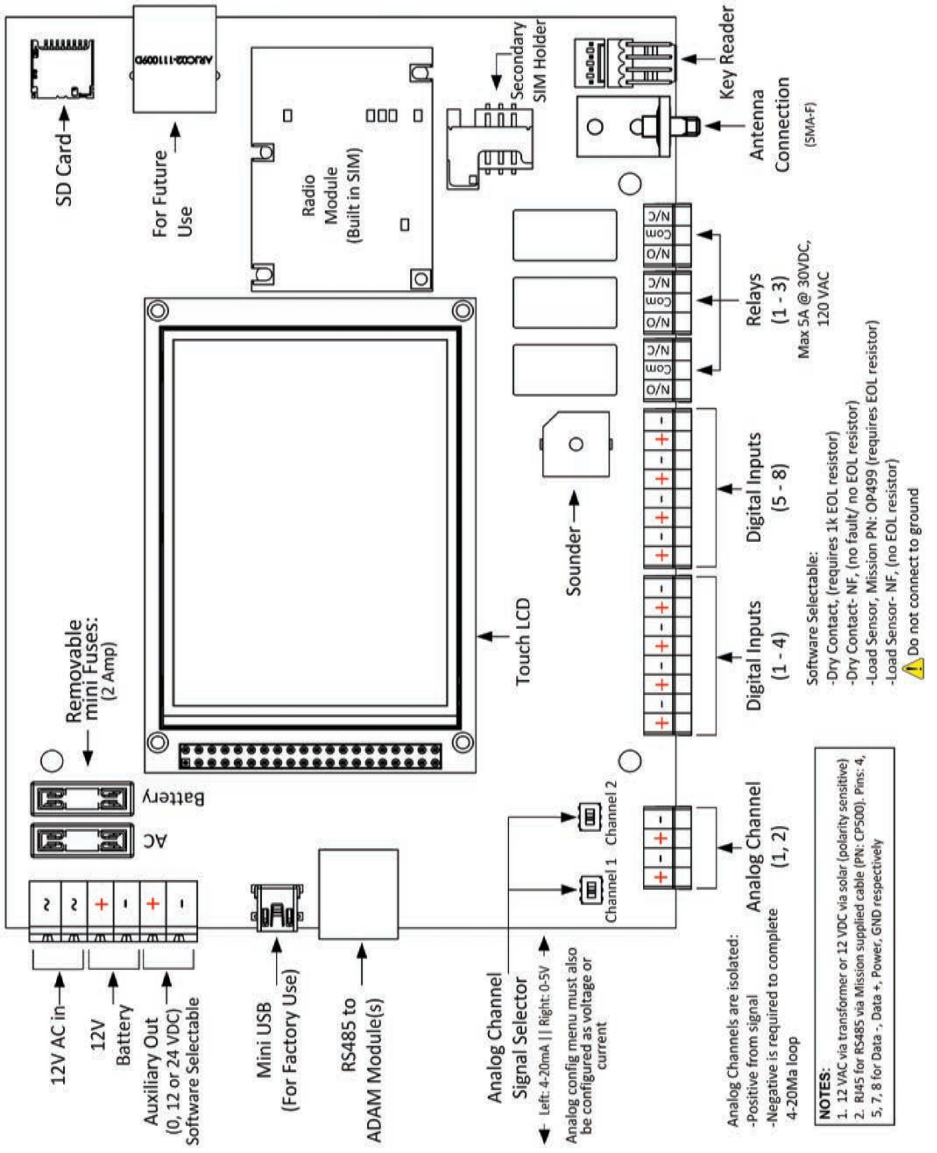
4. Inspect the status on the LCD. Analog, digitals, etc.

5. Test the digital alarm inputs. Put each digital input into an alarm state. From the touch screen press digital and confirm inputs respond as expected. Mission Technical Support is available to confirm that data is being properly transmitted and received on your web portal. A smartphone can be used otherwise.

6. Test the pump runtime inputs. Turn on pump 1. Mission D1 should respond on the touch screen. If not, check the wiring and/or end-of-line resistors. Repeat step for pump 2 and 3, if used.

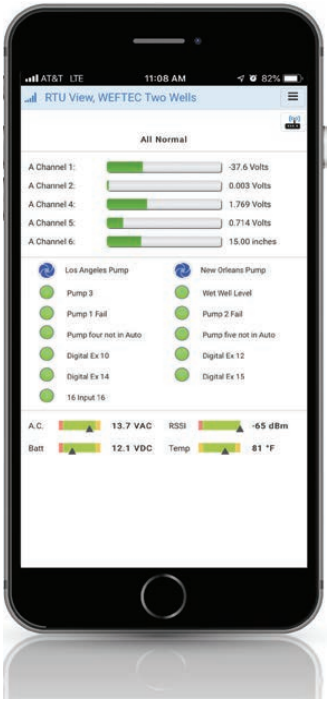
7. Test the high level alarm. Open the wet well. Pull the high-level float up and put it into alarm condition by tipping it. Ensure that the digital input four respond. If not, check the wiring and the high level float itself.

**Figure 7:**
**Test the Installation**



Verify alarm notifications are received from the tests. Log on to your web portal with the credentials specified on the Notification Setup Form. Go to the Alarms page. You should see a list of alarm events with event time and the result.

Call Mission Technical Support after testing the installation to enable the device for alarm call-outs. A technician will verify proper operation of equipment.




You may find it helpful to download the 123SCADA mobile application, available for free download on the Apple App Store and Google Play Store.

Download on the App Store

GET IT ON Google Play

# Chapter 7: Site Commissioning

Enable the RTU for alarm call-outs by calling Technical Support.

**Setup Forms**
Ensure setup forms have been submitted to setupforms@123mc.com. Verify proper labeling on your web portal and the wiring diagram on the Mission RTU. Users with Superadmin or Admin credentials have the ability to make changes to the web portal.

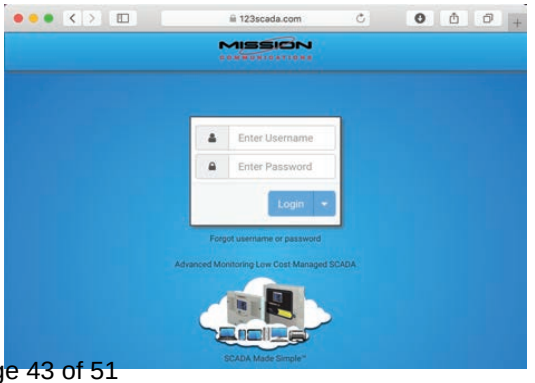
**Documentation and Help Guides**
It is recommended that you review the online manuals for detailed operation of your RTU and web portals. This can be found on your menu selection in the Download folder under Documents.

The Operators Guide that came with the RTU should be distributed to your operators as a how-to document to get operators started with the Mission system. It covers the basics of the system capabilities, monitoring and alarming, and helpful resources.

**Training Resources**
Mission hosts weekly webinars nearly every Wednesday at 2 P.M. Eastern. The revolving series covers the basics, advanced web portal options, and everything in between. Mission wants to help you get the most out of your system, so please join and feel free to ask questions.

Mission also offers short video tutorials and quarterly newsletters with timeless information. Registration and archives can be found on the website.

Your unit is now ready for use. Visit 123scada.com and log in with your credentials to view your web portal or go to 123mc.com to use the legacy web portal.



# Appendix A: Terminology

**Alarm Inputs**
A digital or analog input that is configured to dispatch a notification when the alarm state or threshold is reached.

**Analog Inputs**
Two analog inputs on M150 and M850 series RTUs can be used to report pressure, level, chlorine pH, or any other dynamic readings by way of a 4–20 mA or 0–5 V transducer. High and low analog alarm thresholds as well as high and low restore set points can be set from the web portal. The M850 can be expanded to 6 analog inputs via expansion modules.

**Digital Inputs**
Eight inputs are available for sensing items like pump run, float status, or pump fail. They can be electrically configured (via LCD/Config/Digital Input) for dry inputs or the strap on current sensor where greater than ~5 amps indicates run. They can be logically configured as alarm or accumulators for hourly pump run time and starts reporting. The M150 supports up to three pump run time accumulators, the M850 supports up to eight. Also see end-of-line resistor.

**Digital Outputs**
Three relay outputs can be remotely controlled to turn on pumps, wells, valves, or security lights. Multiple M850s can be linked so an event at one station causes a relay change at another. Mission's Tank and Well Control option and Intertie rely on this feature. Consult Best Practices for Remote Control Digital Intertie for more information (123mc.com/literature).

**Electronic Key Reader**
The included key reader allows on-site personnel to log a site visit, acknowledge, and suspend alarms while service is performed at the station. Management can track the key entries for productivity and regulatory reporting purposes. The functionality of the key can be configured at the web portal.

**End-of-Line Resistor**
A  resistor of known value (1000 ohm) that is used to terminate protective loops, and provide wire supervision. Wire the EOL in parallel to a switch instrument. The requirement for an end-of-line resistor is software configurable for fault (requires resistor) or no fault.

**Long Term Evolution (LTE)**
Generally known as 4G (see Radio Access Technology (RAT)) but by definition an evolutionary standard. 5G builds on the LTE standard with the addition of millimeter wave and ultra low latency technologies. The small radio waves are appropriate for dense urban areas but not good for long distance propagation.

**M150 vs. M850**
Generally, the M850 is more appropriate where analog sensors are present, at master lift stations, and for remote control applications. Both RTUs provide real-time alarms. The M150 accumulates pump starts each hour whereas the M850 reports real-time pump state changes. The M850 reports analog values every two minutes or sooner (>5% change) for trending purposes. The M150 supports up to three pump runtime inputs whereas the M850 supports up to eight.

**Metal Oxide Varistor (MOV)**
The included MOVs are used to protect circuits against high transient voltage spikes, often caused when relay coils de-energize. They are rated for 150 volts. Voltage above 150 volts will be dissipated. The MOVs are non-conductive during normal operation. Consult your electrician before installing the MOVs.

**Power and Backup Power**
The M150 and M850 RTUs operate on 12 VAC via the supplied transformer. The 120 to 12 VAC transformer mounts outside the RTU to minimize the chances of induced voltages. A five amp-hour battery with a charging circuit powers the RTU for 18–50 hours (M850 and M150) during a power failure. AC power fail alarm will be dispatched. A low battery alert will be dispatched in the morning if the battery voltage fell below 11.5 volts anytime the previous day.

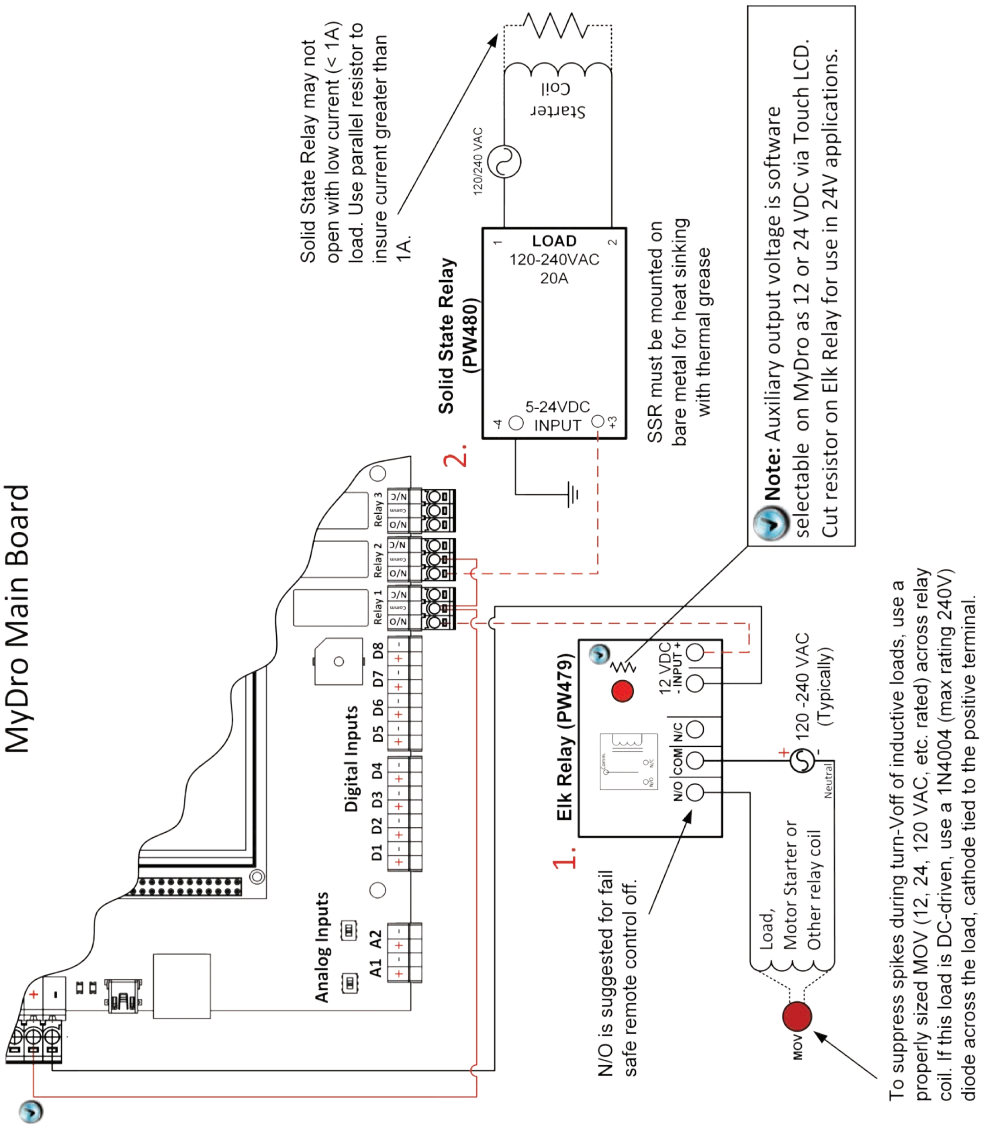
**Pulse Inputs Options**
Pulse inputs can be used to report data such as flow, water meter, or rainfall totals. If no rainfall data is monitored at the site, Mission's web site presents data from the closest National Weather Service reporting station. Four pulse inputs are available with the Safe Module Plus.

**Radio Access Technology (RAT)**
As cellular networks evolve, radios must be updated to the current RAT. See Long Term Evolution (LTE).

**Runtime Inputs**
A digital input that is configured to calculate runtime minutes and pump starts each hour. Alarm notifications are generally not enabled for runtime inputs.

**SIM (Subscriber Identity Module)**
This card carries an identification number that contains the billing credentials for certain cellular radio. Removal of card will disable operation.

# Appendix B: Output Relay Diagram



# Installation Notes

# Support:

**Webinar**
Mission hosts weekly webinars from 2–3 P.M. Eastern every Wednesday, except for weeks of national holidays and trade shows. Staff members discuss the system hardware and software with live Q&A.

**Training Tutorials**
A variety of videos are provided to cover topics relating to the use of the Mission system. These can be found on the 123SCADA web portal as well as the marketing website.

**Newsletter**
The quarterly newsletter provides useful information for water and wastewater professionals. Each issue includes tips and tricks, new features, interesting industry news, and unique customer applications. Access the full archive and subscribe from the marketing website.

**Documentation**
Many documents are available through the web portal and marketing website which provide information about best practices, system troubleshooting, and more.

**Twitter**
Follow @123mc for notices about system enhancements, scheduled maintenance, and carrier issues, as well as reminders for webinar, trade shows, and more. Download the mobile app and configure push notifications to receive immediate updates.

MISSION COMMUNICATIONS

**Web**
123mc.com

**Technical Support**
(877) 993-1911 option 2
techsupport@123mc.com,
setupforms@123mc.com

**Sales**
sales@123mc.com
(877) 993-1911 option 4

# The Next Generation of Wireless Real–Time Alarm, Monitoring, and Remote Control

All of the functionality of the legacy series (M110 and M800) with an onboard interactive display and enhanced electronics

## MyDro 150 and 850 RTUs

### Easy to Install

Each remote terminal unit (RTU) includes all necessary hardware for a standard installation, such as a cellular radio, enclosure, backup battery, transformer, antenna with cable, and mounting hardware. Purpose–built RTUs simplify and speed installation. There is no programming required, and RTUs are self–enrolling.

### Reliable Wireless Communications

The RTU features a game–changing radio with an embedded SIM that supports multiple carriers (AT&T, T–Mobile, Verizon, and Telenor) as well as a removable SIM for future options such as FirstNet. That means access to multiple carriers is automatic with no need for a site visit to change a SIM. There are no radios to license, nor cellular contracts to set up.

### Real–Time Alarms Delivered To All Devices

Real–time alarms are delivered via phone call, text message, email, fax, page, and even to an existing HMI software through an OPC data link. Each alarm is logged with a time stamp for tracking and reporting. The alarm call–out schedule is easy, flexible, and intuitive to set up.

### Managed Service–The Complete Package

The Mission system includes all cellular data service, data storage, alarm callouts, reports, and on–call, 24–7–365 technical support. The highly reliable turnkey system offers more features at a lower cost than an in–house setup. No engineering or programming is required, and there are no networks to maintain.

View data and reports using the secure 123SCADA web portal, accessible from any web–enabled device. The 123SCADA user interface is designed to mimic industry–standard Human Machine Interface (HMI) Supervisory Control and Data Aquisition (SCADA) and also includes a legacy user mode. Tabular and graphical reports can be used for compliance reporting and comparative studies. System enhancements are available immediately and included at no cost.

## M150 RTUs

### Real–Time Alarms with Hourly Summaries

M150 RTUs summarize pump runtimes and pump starts hourly. All alarm data is reported in realtime. Analog data and RTU status are reported hourly. Simultaneous pump runtimes can be reported when two pumps run.

## M850 RTUs

### Real–Time Alarms and Streaming Data

M850 RTUs report pump starts and stops in real–time. Analog values are reported every two minutes or on a five percent change. Volumetric flow calculations can utilize this information along with sump volume (as determined by an analog level sensor or fixed entries) to calculate hourly volumetric flow rates.

### Remote Control

Expand system operations with optional remote control for off–site wells, tanks, gates, chlorine dosers, variable frequency drives, and more. Optional automatic remote control interfaces include the Tank and Well Control Package, Digital Interconnect, and Analog Interconnect.

### LCD Touch Screen

- Displays current status
- Supports local configuration

### Radio

- Cellular radio supports multiple carriers to ensure optimal connection and signal quality
- No radio licenses or site path studies required

### Expandable

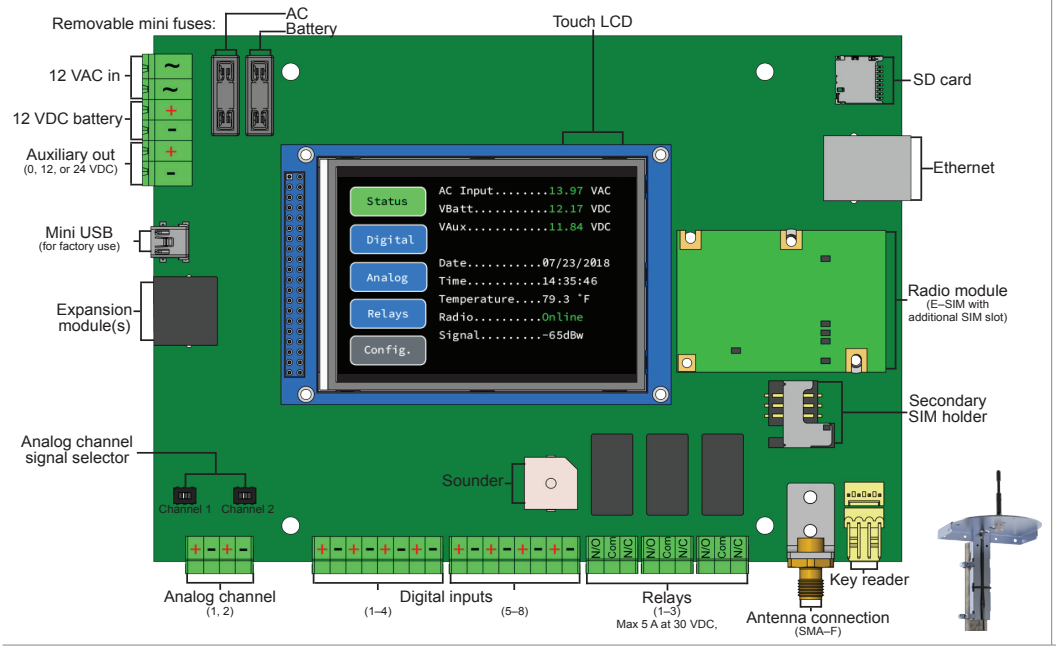
- Up to 16 digital inputs, 6 analog inputs, 4 pulse inputs (with SMP), and 2 analog outputs, simultaneously
- Onboard digital inputs configurable for wire fault supervision or strap–on current sensing switch for easier pump run indication
- RS485 for digital, analog, and pulse expansion

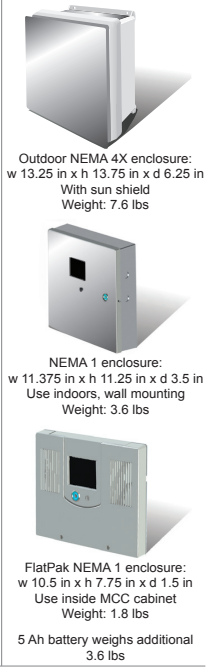
### Enhanced

- 12 or 24 VDC auxiliary output for battery–backed analog instrument loop power
- Over–the–air upgradeable firmware

| | MyDro 150 | MyDro 850 |
|---|---|---|
| Wastewater | Duplex and triplex sewer lift station, industrial water quality (WQ) alarming, lift station generator alarming | Master pump station monitoring and remote control, critical process monitoring, open channel flow monitoring, sewer station power monitoring, reuse water monitoring and control |
| Water | Pump station alarming, reservoir level alarming, remote valve alarming, chlorine (Cl) residual WQ alarming, pressure reducing valve station alarming | Pump station monitoring, tank and multiple well control, remote valve monitoring and control, Cl residual WQ alarming, flow or pressure monitoring |
| Other | Gate status alarming, rainfall monitoring | Septic offload and billing, custody transfer and billing, canal level monitoring and gate control, I&I flow, level data logging |

# Technical Specifications



Outdoor NEMA 4X enclosure:
w 13.25 in x h 13.75 in x d 6.25 in
With sun shield
Weight: 7.6 lbs

NEMA 1 enclosure:
w 11.375 in x h 11.25 in x d 3.5 in
Use indoors, wall mounting
Weight: 3.6 lbs

FlatPak NEMA 1 enclosure:
w 10.5 in x h 7.75 in x d 1.5 in
Use inside MCC cabinet
Weight: 1.8 lbs

5 Ah battery weighs additional
3.6 lbs

| | | MyDro 150 | MyDro 850 |
|---|---|---|---|
| Data | **Alarm Data** | Real–time | Real–time |
| | **Pump State** | Summarized hourly | Real–time |
| | **Analog Reporting** | Current value reported hourly | Every 2 minutes or on 5% change |
| | **Device Health** | Built–in inputs reported hourly | |
| Input/Output | **Digital Inputs** | 8 onboard, dry digital inputs with selectable wire fault supervision or direct attach current sensing switch; Expandable to 16 with PN OP653 | |
| | | 3 configurable for pump run summary reporting; Simultaneous runtimes reported when 2 pumps are monitored | 8 configurable for pump run; Pump states reported in real–time. Simultaneous pump runtime reporting supported for up to 7 pumps |
| | **Analog Inputs** | 2 onboard, 4–20 mA isolated or 0–5 VDC; 4 alarm set points each; Expandable to 6 with PN OP465 | |
| | **Relay Outputs** | 3 remotely controllable, form C, dry contact relay outputs; 5 A at 30VDC, SPDT, N/O, or N/C | |
| | **RS485** | Support for specified expansion modules | |
| | **Pulse Inputs** | 4 channels with Safe Module Plus expansion module PN OP750 | |
| | | 15–minute reporting | 2–minute reporting |
| | **Analog Output** | 2 channels (4–20 mA or 0–5 V) with PN OP461 | |
| | **Electronic Key Reader** | Key reader for site activity tracking and service mode | |
| | **Built–in Inputs** | AC voltage, battery voltage, board temp, and signal strength; Optional second key reader | |
| Electrical | **AC Power** | Supervised 120 VAC to 12 VAC, 1.2 A, UL–recognized class II/class III transformer | |
| | **Backup Power** | 12 V, 5 Ah battery standard with enhanced charging system | |
| | | Up to 50 hours | Up to 18 hours |
| | **Auxiliary** | Auxiliary output selectable 12 VDC or 24 VDC for battery–backed analog instrument loop powering; 250 mA max | |
| | **Removable Terminals** | Included: Amphenol PN 20020008–G061B01LF (6 pin for power), 20020004–D081B01LF (D08, D04, D03 for I/O) | |
| | **Power Consumption** | 4.2 W | |
| Other | **Enclosures** | FlatPak (PN M153), NEMA 1 (PN M151), NEMA 4X (PN M152), Large NEMA 4X (PN M152L) | FlatPak (PN M853), NEMA 1 (PN M851), NEMA 4X (PN M852), Large NEMA 4X (PN M852L) |
| | **Environment** | Operating temperature -20–60 °C, non–condensing | |
| | **Cellular Radio** | Radios make live, continuous, encrypted TCP socket connections; Payload is end–to–end acknowledged; Penta band (850, 900, 1700, 1900, 2100 mHz); AT&T and partners: LTE, HSPA+, 3G; Verizon and partners: LTE, EVDO, 1XRTT | |
| | **Antenna** | Omnidirectional antenna with 11 ft cable, SMA termination, universal mounting bracket | |
| | **Options** | Optional SCADA integration OPC link (PN SW586) to client/server HMI, Tank and Well Control Package (see Accessory Catalog for details) | |
| | **Service** | Requires Service Packages for the unit and optional expansion boards (see Accessory Catalog for details) | |
| | **Warranty** | One–year manufacturing and material warranty | |

Safety Certified



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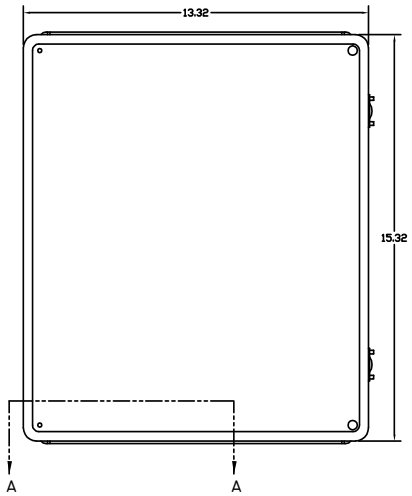
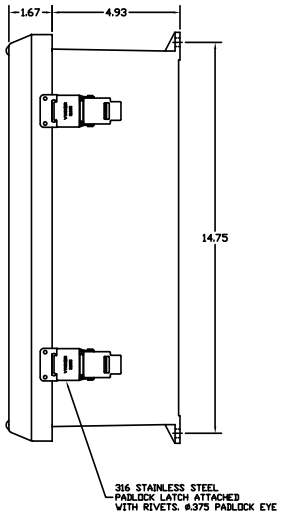
| REVISIONS | | | | |
|---|---|---|---|---|
| ZONE | REV | DESCRIPTION | DATE | APPROVED |

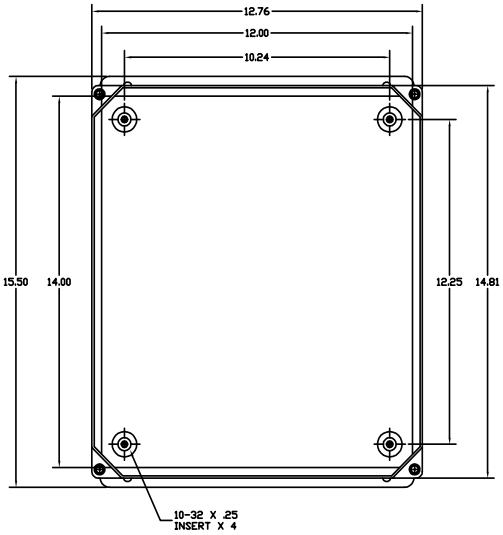
FRONT VIEW



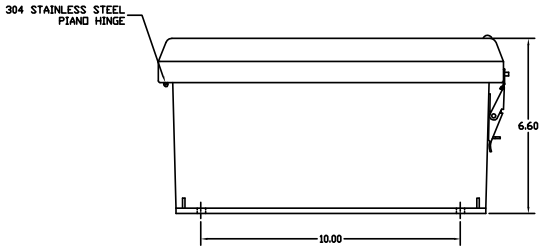

RIGHT SIDE VIEW



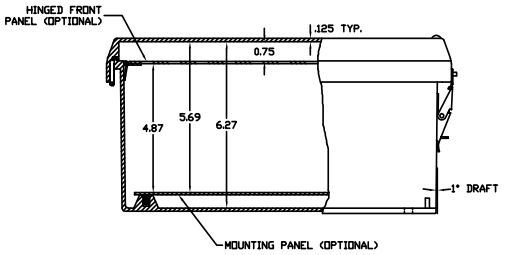

FRONT VIEW–COVER REMOVED




END VIEW




SECTION A–A




NOTES:
1. ENCLOSURE MATERIAL MADE OF GRAY (RAL 7036) HOT MOLDED FIBERGLASS REINFORCED POLYESTER.
2. U.L. LISTED PER STD. 508. (FILE# E54315)
3. CSA CERTIFIED PER STD. C22.2 NO. 94. (FILE# LR36508)
4. NEMA RATED TYPE 3, 3R, 3S, 4, 4X,12 AND 13.
5. IEC 529 RATED IP 68.
6. RESISTANT TO TEMPERATURES UP TO 150 DEG C.
7. SELF EXTINGUISHING AND HALOGEN FREE.
8. ACCESSORIES INCLUDE: BACK PANELS, HINGEABLE FRONT PLATES, HINGED COVERS, PRINT POCKET, LATCHES, WINDOWS, AND VENTILATORS.
9. CABINETS ARE MAINTENANCE FREE AND CORROSION RESISTANT.

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| DESIGN | | |

VYNCKIER
ENCLOSURE SYSTEMS LTD.

VJ SERIES ENCLOSURE
VYNCKIER PART# VJ1412HWPL2

| SIZE | FSCM NO. | DWG NO. | REV |
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| D | | VJ1412HWPL2 | 0 |

SCALE: FULL SHEET 1 OF 1

# Agenda Item Report

| | |
|---|---|
| Subject: | Public Storage IV LTD - Parking Reduction - Planning Consultant Vonder Meulen<br>File No: 23-PR-02<br>Applicant: Public Storage IV LTD<br>Address: 3080 Pembroke Road<br>Request: The applicant is requesting a parking reduction approval to reduce parking from 352 parking spaces to 29 parking spaces to construct a self-storage facility.<br>RESOLUTION NO. 2025-001<br>A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PARKING REDUCTION APPLICATION SUBMITTED BY PUBLIC STORAGE IV LTD, A FLORIDA LIMITED LIABILITY COMPANY, FOR CERTAIN REAL PROPERTY LOCATED IN THE EAST 150 FEET OF TRACT Q IN BLOCK 50 OF RESUBDIVISION OF A PORTION OF LAKE FOREST SECTION FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 43, AT PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR RECORDING OF PARKING REDUCTION ORDER IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE. |
| Meeting Date: | REGULAR COMMISSION MEETING - Jan 15 2025 |
| Prepared For: | Town Commission |
| Staff Contact: | |
| Dept/Group: | Planning and Zoning |
| Recommendation for Counsel to consider: | |
| Background Information: | Public Storage is seeking to upgrade and modernize the self-storage facility on the property by demolishing the existing facility therefore the applicant is requesting a parking reduction. |
| Staff Recommendations: | Planning and Zoning Board recommended approval. Town Planner recommends approval with staff conditions. |
| Financial Implications: | |
| Alternatives: | |

**ATTACHMENTS:**

Proposed Resolution 2025-001
23-PR-02 PZB Staff Report Final
Public Storage Parking Reduction Agenda Memo
01. Parking Reduction Application
02. PS Pembroke Park Traffic Project Narrative
03. Trip Generation
04. C-301 SITE PLAN
05. Parking Study - Public Storage Pembroke Road_Parking_1115.20
06. PS Pembroke Park - Survey - S&S

**RESOLUTION NO. 2025-001**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PARKING REDUCTION APPLICATION SUBMITTED BY PUBLIC STORAGE IV LTD, A FLORIDA LIMITED LIABILITY COMPANY, FOR CERTAIN REAL PROPERTY LOCATED IN THE EAST 150 FEET OF TRACT Q IN BLOCK 50 OF RESUBDIVISION OF A PORTION OF LAKE FOREST SECTION FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 43, AT PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR RECORDING OF PARKING REDUCTION ORDER IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, PUBLIC STORAGE IV LTD, a Florida limited company, ("Applicant") has submitted an Application for Parking Reduction to the Town of Pembroke Park requesting a waiver from the parking space requirements of Section 28-301, Pembroke Park Code of Ordinances, to allow for a reduction in the required number of parking spaces from 352 parking spaces to 29 parking spaces for certain real property located in Pembroke Park, Florida as more fully described in Section 1 hereof ("Subject Property"); and

WHEREAS, Applicant filed a Site Development Plan application concurrently with this Application for Parking Reduction which indicates Applicant intends to construct a soccer and paddleball complex on the Subject Property; and

WHEREAS, Applicant has submitted a traffic study prepared by JFO Group INC, a State of Florida licensed traffic engineer, dated September 20,2023, which indicated that the proposed use of the Subject Property will not create the demand for the number of parking spaces required in Section 28-301, Pembroke Park Code of Ordinances; and

WHEREAS, the Town Commission Planning and Zoning Board reviewed the Application for Parking Reduction at their meeting held on November 7, 2024, and recommended approval of the reduction in the number of required parking spaces from 352 parking spaces to 33 parking spaces subject to the conditions cited by Consultant Planner Michael Vonder Meulen, KEITH, which are incorporated in Section 2 of this Resolution; and

WHEREAS, the Pembroke Park Town Commission reviewed the Application for Parking Reduction, the information presented at the Planning and Zoning Board meeting, and the presentation of the Consultant Planner who explained the basis of the parking spaces reduction application at their meeting on November 7, 2024; and

WHEREAS, all interested parties were provided an opportunity by Pembroke Park Town Commission to comment on the proposed parking space reduction request at the December 2, 2024 Town Commission Workshop meeting; and

WHEREAS, the Pembroke Park Town Commission having reviewed the evidence presented, has determined that the Applicant has met the criteria required by Section 28-301.2, Pembroke Park Code of Ordinances, and that the Application for Parking Reduction may be approved.

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

Section 1: That the Application for Parking Reduction of Public Storage IV LTD, a Florida limited liability company, for a waiver from the requirements of Section 28-301, Pembroke Park Code of Ordinances, to allow for a reduction in the required parking spaces from from 203 parking spaces to 33 parking spaces for the real property legally described as follows:

THE EAST 150 FEET OF TRACT Q IN BLOCK 50 OF RESUBDIVISION OF A PORTION OF LAKE FOREST SECTION FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 43, AT PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

be and the same is hereby approved.

Section 2: That the Application for Parking Reduction of Public Storage IV LTD is subject to the following development conditions, to wit:

1. This approval is granted contingent on approval of the Site Development Plan dated September 13, 2024, for a proposed self-storage facility and may not be assigned or transferred to another application without the prior written approval of the Town Commission.

2. The lease or use of parking spaces for the storage of vehicles, trailers or materials shall be prohibited in its entirety.

3. A recordable covenant reflecting the reduced parking approval, with the legal description, shall be submitted by the owners of the property in a form acceptable to the Town Attorney. The covenant shall be recorded by the Town at the applicant's expense and shall run with the land. The covenant shall provide that the uses that justified the reduced parking requirement shall not be changed in any way without the Town's prior written approval upon submission of an updated study justifying an alternative number of parking spaces, unless additional parking is provided for the changed uses no longer requiring a parking reduction. The covenant shall also provide that the Town may collect costs and attorney fees if litigation is necessary to enforce it.

Section 3: That this Resolution approving the Parking Reduction Application for the Applicant shall serve as the Parking Reduction Order described in Section 28-301(a)2(5), Pembroke Park Code of Ordinances, and the Town Clerk is directed to record a certified copy of this Resolution in the public records of Broward County, Florida.

Section 4: That if any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or

application,

it shall not affect the validity of the remaining portions or applications of this Resolution.

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

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

PASSED AND ADOPTED, this 15th day of January, 2025.

ATTEST:

ASHIRA MOHAMMED
Mayor

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney

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

**TO:** Mayor & Town Commissioners
Town of Pembroke Park

**THRU:** David Lynch, Town Manager

**FROM:** Michael Vonder Meulen, AICP, Consultant Town Planner, KEITH

**MEETING DATE:** January 15, 2025

**SUBJECT:** 23-PR-02 / Parking Reduction for a self-storage facility
3080 Pembroke Road /Public Storage

**APPLICANT:** Public Storage IV LTD / Bohler Engineering FL, LLC

---

**REQUEST:**

The applicant is requesting a parking reduction approval to reduce parking from 352 parking spaces to 29 parking spaces to construct a self-storage facility.

**RECOMMENDED ACTION:**

The Consultant Town Planner recommends approval of the proposed parking reduction.

**COMPANION ITEMS TO BE CONSIDERED BY THE PLANNING AND ZONING BOARD:**

- 23-SP-04 / Site Development Plan for a self-storage facility (Public Storage)

**SITE DATA:**

| | |
|---|---|
| ADDRESS: | 3080 Pembroke Road |
| FOLIO: | 514220010130 |
| PARCEL SIZE: | 2.41 acres |
| EXISTING USE: | Existing 53,021 square foot self-storage facility |
| ZONING: | Industrial (M-1) |
| FUTURE LAND USE: | Industrial (I) |

**ADJACENT PROPERTY DESCRIPTION:**

NORTH: W Pembroke Road / Municipal Golf Course; City of Hollywood
SOUTH: Warehouse; Industrial (M-1)

EAST: Railroad Tracks ROW / Warehouse building; Industrial (MXE)
WEST**:** Junk Yard / Warehouse; Industrial (M-1)

**PROJECT BACKGROUND**

The Property, located at the southeast corner of Pembroke Road and SW 31st Avenue in the Town of Pembroke Park, Florida, spans approximately 105,683 square feet (2.43 acres). It is bordered on the east by the Seaboard Airline railroad right of way, SW 30th Avenue, and I-95, with an industrial development to the south. Public Storage acquired the property in 1978 and developed a traditional self-storage facility in 1979, featuring seven separate ground-floor roll-up garage-style doors typical of the era. Public Storage now seeks to redevelop the site by demolishing the existing facilities and replacing them with a modern 5-story single structure.

The Town's Planning and Zoning Board reviewed the request for a parking reduction at the November 7, 2024, meeting and recommended approval.

**PROJECT ANALYSIS**

The applicant is proposing a 210,775 square foot self-storage facility. The site is in the M-1 Zoning district with a Land Use designation of Industrial.

The Town's Code of Ordinances does not have specific parking regulations for this type of use. Historically, the Town has used the "industrial use" parking requirement of 1 parking space per 600 square feet of building area.

| CODE SECTION | REQUIREMENT | REQUIRED | PROPOSED | PARKING REDUCTION |
|---|---|---|---|---|
| Section 28-301(a)(9) Minimum requirements | One (1) parking space (exclusive of service roads, entrances and exits) shall be provided for each six hundred (600) square feet of the gross floor area in the building | 352 parking spaces | 29 parking spaces | 323 parking space |

There are three other self-storage facilities within the Town that have received a parking reduction. The self-storage facilities are multi-story and have primarily interior access to storage bays.

| ADDRESS | SELF-STORAGE FACILITY | SQUARE FOOTAGE | PARKING PROVIDED |
|---|---|---|---|
| 2801 John Lyons Lane | Value Store Itself Storage | 122,275 | 14 |
| 1781 S Park Rd | Extra Space Storage | 114,000 | 23 |
| 3195 West Hallandale Beach Blvd | Extra Space Storage | 106,396 | 33 |

The applicant provided a parking study prepared by a licensed engineer for this use. The study includes the parking demand calculation based on the Parking Generation Manual from the Institute of Transportation Engineers (ITE). This is the accepted industry guidelines. According to the Parking Generation Manual the analysis shows that the proposed request to replace +/- 53,021 SF of Mini Warehouse uses with +/- 210,775 SF of Mini Warehouse uses will likely generate 229 net daily trips where 14 trips will occur during the AM peak hour and 24 during the PM peak hour.

Additionally, a review of neighboring municipalities was conducted based on square footage of 120,000 square feet.

| MUNICIPALITY | SELF-STORAGE PARKING REQUIREMENT | HYPOTHETICAL PROPOSED PROJECT REQUIRED PARKING |
|---|---|---|
| Pembroke Park | 1 per 600 square feet | 203 |
| Hollywood | 1 per 10,000 square feet | 13 |
| Miramar | 1 per 2,000 square feet | 61 |
| Hallandale Beach | 1 per 1,500 square feet plus 1 per employee on the largest shift | 81+ |
| West Park | 1 per 200 storage units / 2 for office and manager's quarters | 7 |

Based on the above analysis, the building layout and the overall use of the site, Staff believes that 29 parking spaces is sufficient.

**RECOMMENDATION**

The Planning and Zoning Board unanimously recommended approval of the Parking Reduction to staff conditions on November 7, 2024. The Consultant Town Planner recommends approval subject to the following conditions:

1. This approval is granted contingent on approval of the Site Development Plan dated September 13, 2024, for a proposed self-storage facility and may not be assigned or transferred to another application without the prior written approval of the Town Commission.

2. The lease or use of parking spaces for the storage of vehicles, trailers or materials shall be prohibited in its entirety.

3. A recordable covenant reflecting the reduced parking approval, with the legal description, shall be submitted by the owners of the property in a form acceptable to the Town Attorney. The covenant shall be recorded by the Town at the applicant's expense and shall run with the land. The covenant shall provide that the uses that justified the reduced parking requirement shall not be changed in any way without the Town's prior written approval upon submission of an updated study justifying an alternative number of parking spaces, unless additional parking is provided for the changed uses no longer requiring a parking reduction. The covenant shall also provide that the Town may collect costs and attorney fees if litigation is necessary to enforce it.

**ATTACHMENTS**

Parking Reduction Application
Parking Reduction Justification Statement
Trip Generation Study
Site Plan
Survey

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

# Agenda Request

| | |
|---|---|
| Meeting Date: | January 15, 2025 |
| Subject: | Parking Reduction 23-PR-02 Public Storage |
| Initiated by: | [ ] Town Commission [ ] Town Attorney [X] Town Manager / Staff |
| Prepared by: | Name & Title: Michael Vonder Meulen, AICP Town Planner |
| Reviewed by: | Name & Title: Jacob G. Horowitz, Town Attorney |
| Approved by Town Manager: | Signature: |
| Approved by Town Attorney: | Signature: |
| Attachments: | Application, Justification Statement, Site Plan, Survey, Staff Report & Resolution |
| Fiscal Impact: | NA |
| Policy Question(s) for Commission Considerations: | |
| Summary: | See Memo |
| Background: | See Memo |
| Discussion/Analysis: | Public Storage is seeking to upgrade and modernize the self-storage facility on the property by demolishing the existing facility therefore the applicant is requesting a parking reduction. |
| Options: | Approved, denied or tabled. |
| Advantages: | The project provides an upgraded and modernized self-storage facility. |
| Disadvantages: | The existing facility remains on site. |

| | |
|---|---|
| Possible action: | Approved with conditions outlined in staff report |
| Advantages: | The project provides an upgraded and modernized self-storage facility. |
| Disadvantages: | The existing facility remains on site. |
| Staff Recommendations: | Approved with staff conditions |
| Additional Action Needed: | Planning and Zoning Board recommended approval |

# PR APPLICATION FOR PARKING REDUCTION

Date: 09-18-2023
Case No: _____

**Filing Fees:** Refer to Development Application Fee Schedule.

Amount Paid_____ Date_____ ☐ Hearing Examiner ☒ Town Commission ☐ Other

Petitioner / Applicant: Public Storage Prop IV in care of Jarrod Yates

Address: 2200 K Avenue Ste. 200 City: Plano, TX 75074

Phone: 469-409-6197 Fax: _____ E-mail: phart@publicstorage.com

Petitioner's Relation to Subject Property: Owner

If Petitioner is not Owner, Name of Owner: _____

Address of Owner: _____ City: _____

Signature of Petitioner: _____

Address of Property Subject to the Requested Parking Reduction: 3080 W. Pembroke Road, Pembroke Park, FL 33009

Legal Description of Property (Plat Book/Page or Metes and Bounds):
Refer to attached document for Legal Description

Site Plan (Provide Plan): Please refer to site plan included with this submittal

Parking Reduction Request: To reduce total parking to 29 spaces. The code requirement for self storage is not listed in the code, the closes use considered is Industrial Warehouse, requiring 1 space/600 SF.

Parking Study Completed By: JFO Group Inc

OWNER / AGENT CERTIFICATE:

This is to certify that I am the owner / agent of the subject lands described above in the Application for Zoning Variance, and that all information supplied herein is true and correct to the best of my knowledge. By signing this application, owner / agent specifically agrees to allow access to described property at reasonable times by Town personnel for the purpose of verification of information provided by owner/agent.

Signature of owner/agent: _____ Sworn to and subscribed before me this 19 day of September 2023, by Jarrod Yates.

☑ He/She is personally known to me or

☐ He/She has presented _____ as identification.

Signature of Notary Public _____

Type or Print Name Brandi Bailey

BRANDI JECOLE BAILEY
Notary ID #131275305
My Commission Expires
September 17, 2025

FOR STAFF USE ONLY

Hearing Examiner Action Date: _____ ( ) Approved ( ) Denied ( ) Approved with conditions

Town Commission Date: _____ ( ) Approved ( ) Denied ( ) Approved with conditions

Revision 2/2021

BOHLER

1 SE 3rd Avenue, Suite #1760
Miami, FL 33131
786.681.0800

## Legal Description

Folio 5142 20 01 0130 -

THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 LYING WEST OF THE SEABOARD ALL-FLORIDA RAILROAD RIGHT-OF-WAY, LESS THE WEST 150 FEET, AND LESS THE SOUTH 700 FEET, AND LESS PEMBROKE ROAD RIGHT-OF-WAY, ALL IN SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

AND LESS AND EXCEPT THEREFROM THAT CERTAIN LAND ACQUIRED FOR SECTION 8601-2502 OF STATE ROAD 824 (PEMBROKE ROAD) BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND KNOWN AS PARCEL NO. 100 AS DESCRIBED BY AMENDED ORDER OF TAKING FILED IN CASE NO. 93-05799-05 OF THE CIRCUIT COURT IN AND FOR BROWARD COUNTY, FLORIDA, RECORDED FEBRUARY 8, 1994, IN OFFICIAL RECORDS BOOK 21737, PAGE 638, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AS-SURVEYED DESCRIPTION:

BEGINNING AT THE NORTHWEST CORNER OF TRACT A, SOUTHERN STEEL "P" BLDG. PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22 PAGE 34, INCLUSIVE, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALSO BEING THE EAST LINE OF S.W. 31ST AVENUE, A 50 FOOT WIDE RIGHT OF WAY; THENCE WITH SAID EAST LINE NORTH 02°12'12" WEST, A DISTANCE OF 260.06 FEET TO THE SOUTH LINE OF WEST PEMBROKE ROAD AS SHOWN AND DESCRIBED IN FLORIDA DEPARTMENT OF TRANSPORTATION SECTION MAP 86018-2502; THENCE WITH SAID SOUTH LINE NORTH 89°49'53" EAST A DISTANCE OF 166.67 FEET; THENCE NORTH 87°32"27" EAST, A DISTANCE OF 141.66 FEET; THENCE ALONG THE SOUTH LINE OF PARCEL NO. 100 AS DESCRIBED IN OFFICIAL RECORDS BOOK 21737 PAGE 638, SOUTH 86°59'24" EAST, A DISTANCE OF 108.60 FEET; THENCE DEPARTING SAID SOUTH LINE AND WITH THE WEST LINE OF A SEABOARD AIRLINE RAILROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 15424 PAGE 731, SOUTH 02°18'44" EAST, A DISTANCE OF 243.62 FEET TO THE NORTHEAST CORNER OF SAID TRACT A; THENCE ALONG THE NORTH LINE OF SAID TRACT A, SOUTH 87°37'08" WEST, A DISTANCE OF 416.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 105,233 SQUARE FEET OR 2.416 ACRES.

1 SE 3rd Ave, Suite 2700
Miami, FL 33131
o. 786.681.0800

September 13, 2024

Town of Pembroke Park
6150 SW 52 Avenue
Pembroke Park, FL 33023

**Project Name: Public Storage Pembroke Park #00412**

To whom it may concern:

The proposed project is located at 3080 W Pembroke Rd, Hallandale Beach, FL in the Town of Pembroke Park. The subject property contains 2.426 acres zoned M-1 Industrial District, located at the southeast corner of S.W. 31st Avenue and W. Pembroke Road, in the Town of Pembroke Park, Florida. The project proposed to replace the existing 53,021 SF mini warehouse uses with a 5-story building with 210,775 SF, mini warehouse uses. The proposed site plan includes 29 parking spaces. Since *Sec. 28-301.*- Minimum requirements does not include self-storage, and the closes use considered is industrial, which does not reflect the operations of a self-storage facility like the one proposed on the subject site, a parking reduction study has been provided. Please refer to the Parking Study provided for the reduction justification.

Should you have any questions or would like to discuss the project at any time during your review, please contact us at (786) 681-0800.

Sincerely,

**BOHLER ENGINEERING**

Taylor Parker, P.E.
Associate

**J F O  G R O U P  I N C**
**Traffic Engineering • Transportation Planning**

www.jfogroupinc.com

Revised September 13, 2024
Revised March 20, 2024
Revised February 25, 2024
September 12, 2023

*Sent via e-mail: tparker@bohlereng.com*

Taylor Parker, P.E.
BOHLER FLC230008.00
1 SE 3rd Avenue, Suite 1760
Miami, FL 33131

**Re: Self Storage Pembroke Road @ 3080 W Pembroke Road**
**Trip Generation**
**Parcel ID: 5142-20-01-0130**

JFO Group Inc. has been retained to prepare a trip generation comparing existing and proposed conditions at the Self Storage Pembroke Road site located at the southeast corner of SW 31st Avenue & W Pembroke Road in the Town of Pembroke Park, Florida. This traffic statement is associated with a site plan amendment application to replace ±53,021 SF Mini Warehouse uses with ±210,775 SF Mini Warehouse uses. Figure 1 shows the project location in relation to the transportation network. Property ID associated with this project is 5142-20-01-0130. Exhibit 1 includes a copy of the property appraiser data for the subject site while Exhibit 2 includes a conceptual site plan for the proposed project.

**Figure 1 : Project Location**

Project traffic potentially generated by the existing and proposed project was calculated using the Institute of Transportation Engineers (ITE) publication *Trip Generation Manual, 11th Edition*. When fitted curve equations were not available, weighted average rates were used. Similarly, when data plots had at least 20 data points and a fitted curve equation with an $R^2$ of at least 0.75, fitted curve equations were used. Exhibit 3 includes an excerpt from the ITE Trip Generation manual for the trip generation rates used in this analysis. Table 1 shows the rates used in order to determine the trip generation for Daily, AM, and PM peak hour conditions.

**Table 1: Trip Generation Rates**

| Land Use | ITE Code | Daily Trip Gen. | Pass-By % | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | In | Out | Total | In | Out | Total |
| Mini-Warehouse | 151 | 1.45 | 0% | 59% | 41% | 0.09 | 47% | 53% | 0.15 |

Table 2 summarizes the net Daily, AM, and PM peak trips potentially generated by the existing and proposed development. According to Table 2, the proposed changes will be expected to generate additional traffic during daily, AM and PM peak hour conditions.


6671 W Indiantown Rd • Suite 50-324 • Jupiter, Florida • 33458
T: (561) 462-5364 • F: (561) 465-8044 • info@jfo.us

**Table 2: Trip Generation**

| Land Use | Intensity | Daily Traffic | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|
| | | | In | Out | Total | In | Out | Total |
| **EXISTING/VESTED DEVELOPMENT** | | | | | | | | |
| Mini-Warehouse | 53,021 SF | 77 | 3 | 2 | 5 | 4 | 4 | 8 |
| **Net Existing Traffic** | | **77** | **3** | **2** | **5** | **4** | **4** | **8** |
| **PROPOSED DEVELOPMENT** | | | | | | | | |
| Mini-Warehouse | 210,775 SF | 306 | 11 | 8 | 19 | 15 | 17 | 32 |
| **Net Proposed Traffic** | | **306** | **11** | **8** | **19** | **15** | **17** | **32** |
| | | | | | | | | |
| **Net Traffic** | | **229** | **8** | **6** | **14** | **11** | **13** | **24** |

Traffic generated by the proposed changes to the subject site has been evaluated following the latest edition of the ITE *Trip Generation Manual*. This analysis shows that the proposed request to replace ±53,021 SF of Mini Warehouse uses with ±210,775 SF of Mini Warehouse uses will most likely generate 229 net daily trips where 14 (8 In/6 Out) trips will occur during the AM peak hour and 24 (11 In/13 Out) during the PM peak hour.

Sincerely,

**JFO GROUP INC**
COA Number 32276

JUAN F. ORTEGA
LICENSE
No. 63422
Digitally signed by Juan F Ortega
Date: 2024.09.13 10:40:58 -04'00'
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Enclosures: Exhibit 1: Property Appraiser
Exhibit 2: Site Plan
Exhibit 3: ITE Trip Generation


6671 W Indiantown Rd • Suite 50-324 • Jupiter, Florida • 33458
T: (561) GO2-JFOG • www.jfogroupinc.com • info@jfo.us

This item has been electronically signed and sealed by Dr. Juan F. Ortega, PE on September 13, 2024, using a Digital Signature. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

## PROPERTY SUMMARY

**Tax Year:** 2023
**Property ID:** 514220010130
**Property Owner(s):**PUBLIC STORAGE PROP IV LTD DEPT PT-FL 00412
**Mailing Address:**PO BOX 25025 GLENDALE, CA 91221-5025
**Physical Address:**3080 PEMBROKE ROAD PEMBROKE PARK, 33009

**Property Use:** 48-02 Warehouse - Mini Storage (open)
**Millage Code:** 0613
**Adj. Bldg. S.F:** 53021
**Bldg Under Air S.F:**
**Effective Year:** 1980
**Year Built:** 1979
**Units/Beds/Baths:** 0 / /

**Deputy Appraiser:** Brandon Rodriguez
**Appraisers Number:** 954-357-6835
**Email:** commercialtrim@bcpa.net
**Zoning :** M-1 - INDUSTRIAL DISTRICT
**Abbr. Legal Des.:** 20-51-42 N3/4 OF E1/2 OF NE1/4 OF SE1/4 LYING W OF SAL R/W LESS W 150 &LESS S 700 & LESS PEMBROKE RD R/W & LESS PARCEL 100 OF CA 93-5799

## PROPERTY ASSESSMENT

| Year | Land | Building / Improvement | Agricultural Saving | Just / Market Value | Assessed / SOH Value | Tax |
|---|---|---|---|---|---|---|
| 2023 | $984,160 | $4,691,860 | 0 | $5,676,020 | $5,543,170 | |
| 2022 | $984,160 | $4,316,470 | 0 | $5,300,630 | $5,039,250 | $108,035.41 |
| 2021 | $984,160 | $3,596,980 | 0 | $4,581,140 | $4,581,140 | $98,515.59 |

## EXEMPTIONS AND TAXING AUTHORITY INFORMATION

| | County | School Board | Municipal | Independent |
|---|---|---|---|---|
| Just Value | $5,676,020 | $5,676,020 | $5,676,020 | $5,676,020 |
| Portability | 0 | 0 | 0 | 0 |
| Assessed / SOH | $5,543,170 | $5,543,170 | $5,543,170 | $5,543,170 |
| Granny Flat | | | | |
| Homestead | 0 | 0 | 0 | 0 |
| Add. Homestead | 0 | 0 | 0 | 0 |
| Wid/Vet/Dis | 0 | 0 | 0 | 0 |
| Senior | 0 | 0 | 0 | 0 |
| Exemption Type | 0 | 0 | 0 | 0 |
| Affordable Housing | 0 | 0 | 0 | 0 |
| Taxable | $5,543,170 | $5,676,020 | $5,543,170 | $5,543,170 |

## SALES HISTORY FOR THIS PARCEL

| Date | Type | Price | Book/Page or Cin |
|---|---|---|---|
| 09/01/1978 | Warranty Deed | $265,900 | 7749 / 255 |

## LAND CALCULATIONS

| Unit Price | Units | Type |
|---|---|---|
| $9.25 | 106,396 SqFt | Square Foot |

## RECENT SALES IN THIS SUBDIVISION

| Property ID | Date | Type | Qualified/ Disqualified | Price | CIN | Property Address |
|---|---|---|---|---|---|---|

## SPECIAL ASSESSMENTS

| Fire | Garb | Light | Drain | Impr | Safe | Storm | Clean | Misc |
|---|---|---|---|---|---|---|---|---|
| (06) | | | | | | | | |
| 53,021 | | | | | | | | |

## SCHOOL

**Lake Forest Elementary**: B
**McNicol Middle**: C
**Hallandale High**: C

## ELECTED OFFICIALS

| Property Appraiser | County Comm. District | County Comm. Name | US House Rep. District | US House Rep. Name |
|---|---|---|---|---|
| Marty Kiar | 6 | Beam Furr | 24 | Frederica Wilson |

| Florida House Rep. District | Florida House Rep. Name | Florida Senator District | Florida Senator Name | School Board Member |
|---|---|---|---|---|
| 105 | Marie Woodson | 37 | Jason W. B. Pizzo | Daniel P. Foganholi |



**Exhibit 1**

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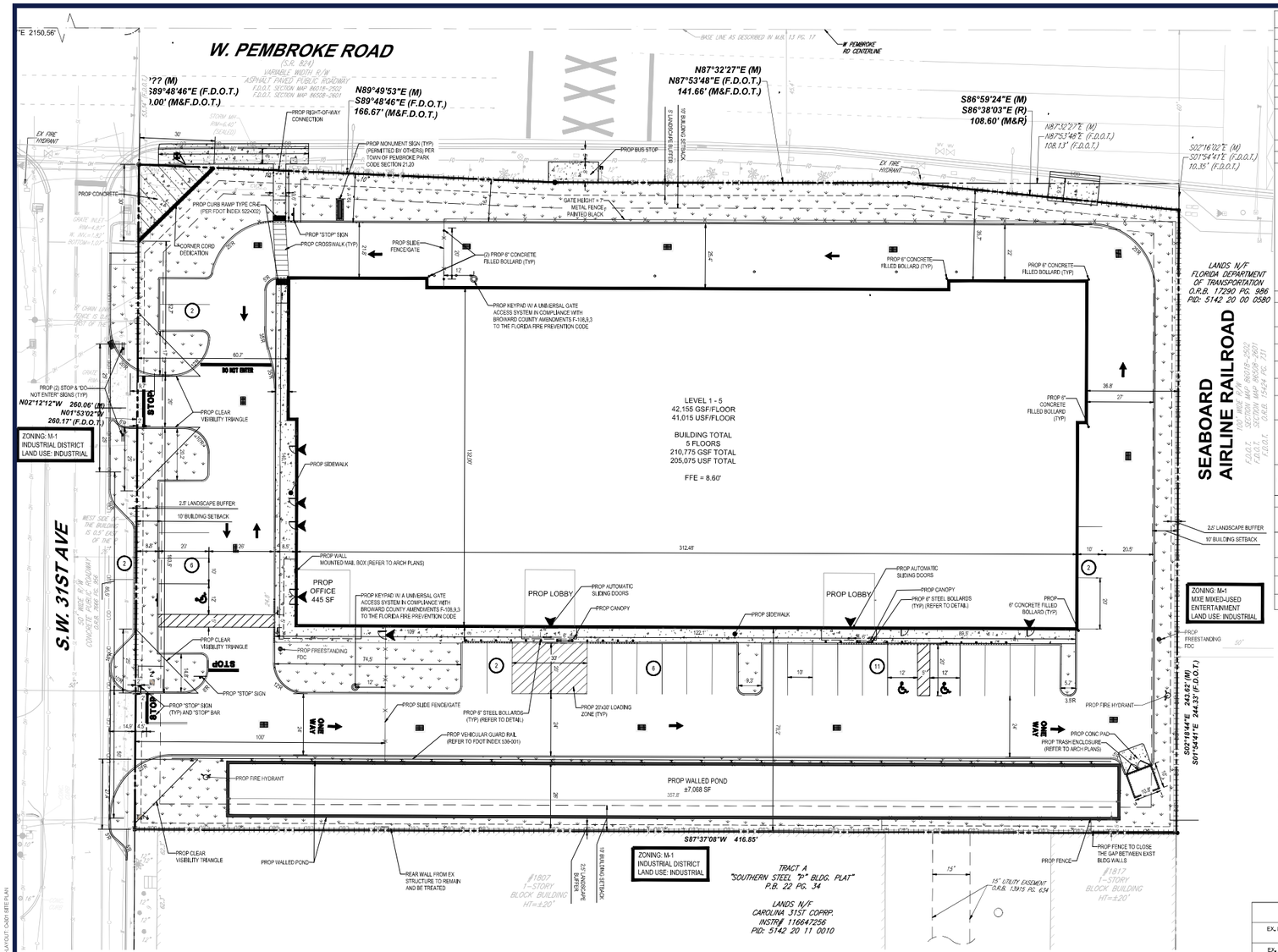


## SITE DATA TABLE

| | | |
|---|---|---|
| JURISDICTION | | TOWN OF PEMBROKE PARK |
| APPLICATION NUMBER | | 23-SP-04 |
| FOLIO NUMBER | | 5142-20-01-0130 |
| ADDRESS | | 3080 PEMBROKE RD, PEMBROKE PARK, FL 33009 |
| CURRENT ZONING | | M-1 INDUSTRIAL DISTRICT |
| CURRENT LAND USE | | SELF-STORAGE |
| FUTURE LAND USE | | SELF-STORAGE |
| FEMA FLOOD DESIGNATION | | FIRM PANEL 12011C0731J – Flood Zone AE PER BROWARD COUNTY FEMA FLOOD MAP DATED JULY 31, 2024 |
| TOTAL SITE AREA | | ± 105,233 SF (2,416 AC) LOT AREA |
| DISTURBED SITE AREA | | ± 105,233 SF (2,416 AC) |
| TOTAL PROPOSED BUILDING AREA | | LEVEL 1<br>± 42,155 GSF/ FLOOR<br>± 41,015 USF/FLOOR<br>LEVEL 2<br>± 42,155 GSF/ FLOOR<br>± 41,015 USF/FLOOR<br>LEVEL 3<br>± 42,155 GSF/ FLOOR<br>± 41,015 USF/FLOOR<br>LEVEL 4<br>± 42,155 GSF/ FLOOR<br>± 41,015 USF/FLOOR<br>LEVEL 5<br>± 42,155 GSF/ FLOOR<br>± 41,015 USF/FLOOR<br>BUILDING TOTAL = 5 FLOORS<br>± 210,775 GSF TOTAL<br>± 205,075 USF TOTAL |
| | REQUIRED | PROPOSED |
| BUILDING HEIGHT | 80 FT BUT 100 FT WITH SPECIAL EXCEPTION FROM TOWN COMMISSION | 53'-4" |
| LANDSCAPE OPEN SPACE | NONE LISTED. | 22.2% |
| TOTAL IMPERVIOUS AREA | 82,028 SF (78.0%) | |
| TOTAL PERVIOUS AREA | 23,205 SF (22.0%) | |
| GROSS ACREAGE | 2.416 AC | |
| NET ACREAGE | 0.95 AC | |
| SETBACKS | FRONT: 10' FROM ALL BOUNDARY SIDES<br>SIDE: 10' FROM ALL BOUNDARY SIDES<br>REAR: 10' FROM ALL BOUNDARY SIDES | FRONT: 60.7'<br>NORTH: 36.8'<br>SOUTH: 79.2'<br>EAST (REAR): 36.7' |
| LANDSCAPE BUFFER | NORTH: 5'<br>EAST: 2.5' MIN<br>SOUTH: 2.0'MIN<br>WEST: 2.5' MIN | NORTH: 5'<br>EAST: 2.5'<br>SOUTH: 2.0'<br>WEST: 2.5' |
| LOT COVERAGE | NONE LISTED. | 40.0% |
| F.A.R. | NONE LISTED. | 2.00 |
| PARKING STALLS TOTAL | 1 PER 600 SF OF GROSS FLOOR AREA<br>(I.E., 352 SPACES) | 29 SPACES (INCLUDING 3 ADA)* |
| PARKING STALL DIMENSIONS | 10'x20' | |
| AISLE DIMENSIONS (2-WAY) | NONE LISTED. | 26' (TWO-WAY<br>20.5' (ONE-WAY) |

*Application for Parking Reduction was submitted to Town of Pembroke Park for approval on 10/02/2023.

## LEGAL DESCRIPTION

THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 LYING WEST OF THE SEABOARD ALL-FLORIDA RAILROAD RIGHT-OF-WAY, LESS THE WEST 150 FEET, AND LESS THE SOUTH 700 FEET, AND LESS PEMBROKE ROAD RIGHT-OF-WAY, ALL IN SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

AND LESS AND EXCEPT THEREFROM THAT CERTAIN LAND ACQUIRED FOR SECTION 8601-2502 OF STATE ROAD 824 (PEMBROKE ROAD) BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND KNOWN AS PARCEL NO. 100 AS DESCRIBED BY AMENDED ORDER OF TAKING FILED IN CASE NO. 93-05799-05 OF THE CIRCUIT COURT IN AND FOR BROWARD COUNTY, FLORIDA, RECORDED FEBRUARY 9, 1994, IN OFFICIAL RECORDS BOOK 21737, PAGE 638, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AS-SURVEYED DESCRIPTION:
BEGINNING AT THE NORTHWEST CORNER OF TRACT A, SOUTHERN STEEL "P" BLDG. PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22 PAGE 34, INCLUSIVE, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALSO BEING THE EAST LINE OF S.W. 31ST AVENUE, A 50 FOOT WIDE RIGHT OF WAY; THENCE WITH SAID EAST LINE NORTH 02°12'12" WEST, A DISTANCE OF 260.06 FEET TO THE SOUTH LINE OF WEST PEMBROKE ROAD AS SHOWN AND DESCRIBED IN FLORIDA DEPARTMENT OF TRANSPORTATION SECTION MAP 86018-2502; THENCE WITH SAID SOUTH LINE NORTH 89°49'53" EAST A DISTANCE OF 166.67 FEET; THENCE NORTH 87°32'27" EAST, A DISTANCE OF 141.66 FEET; THENCE ALONG THE SOUTH LINE OF PARCEL NO. 100 AS DESCRIBED IN OFFICIAL RECORDS BOOK 21737 PAGE 638, SOUTH 86°59'24" EAST, A DISTANCE OF 108.60 FEET; THENCE DEPARTING SAID SOUTH LINE AND WITH THE WEST LINE OF A SEABOARD AIRLINE RAILROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 15424 PAGE 731, SOUTH 02°16'04" EAST, A DISTANCE OF 243.62 FEET TO THE NORTHEAST CORNER OF SAID TRACT A; THENCE ALONG THE NORTH LINE OF SAID TRACT A, SOUTH 87°37'08" WEST, A DISTANCE OF 416.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 105,683 SQUARE FEET OR 2.426 ACRES.

## LEGEND

| | |
|---|---|
| EX. PROPERTY LINE | |
| EX. ADJACENT PROPERTY LINE | |
| EX. ROADWAY C/L | |
| PROP. PROPERTY LINE | |
| PROP. BUFFER | |
| PROP. SETBACK | |
| PROP. PARKING COUNT | (#) |
| PROP. SIGN | |
| PROP. BUILDING ENTRANCES | |
| PROP. STORM CLEANOUT | |
| PROP. CONCRETE SIDEWALK | |

## SITE NOTES:

1. THE PROPOSED ACTIVITIES SHALL COMPLY WITH CITY OF PEMBROKE PARK DEVELOPMENT REGULATIONS (LATEST EDITION) INCLUDING THE TREE AND LANDSCAPE CODE, STORM WATER MANAGEMENT REGULATIONS, AND FIRE CODES AT THE TIME OF PERMITTING.
2. SIDEWALKS TO BE PROVIDED AND BUILT IN ACCORDANCE WITH F.D.O.T. AND CITY OF PEMBROKE PARK LAND DEVELOPMENT REGULATIONS (LATEST EDITION). ALL PROPOSED SIDEWALKS SHALL MEET ADA REQUIREMENTS.
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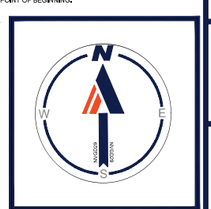
3. SLOPES EXCEEDING 5% BUT LESS THAN 8% WILL REQUIRE A RAMP AND MUST CONFORM TO THE REQUIREMENTS FOR RAMP DESIGN (HANDRAILS, CURBS, LANDINGS), NO RAMP SHALL EXCEED AN 8% RUNNING SLOPE OR 2% CROSS SLOPE.
4. IN THE CASE THAT A NEW SIDEWALK WILL BE CONSTRUCTED IN THE ROW OF A SITE, THE RUNNING SLOPE OF THE SIDEWALK SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%, THIS STANDARD APPLIES TO CROSS WALKS IN THE DRIVEWAY AS WELL AND WILL REQUIRE SPECIAL ATTENTION DURING STAKING TO MAKE SURE THE 2% CROSS SLOPE IS MET IN THE CROSS WALK.
5. IT WILL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ENSURE THAT THE HANDICAP PARKING SPACES, ACCESSIBLE ROUTES, AND SIDEWALKS/CROSSWALKS ARE CONSTRUCTED TO MEET ADA REQUIREMENTS.
6. ANY REQUIREMENTS LISTED ABOVE THAT CAN NOT BE MET SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY, ANYTHING NOT BUILT TO THE ABOVE STANDARDS WILL REQUIRE REMOVAL AND REPLACEMENT OF THE NON COMPLIANT AREAS AT THE GENERAL CONTRACTORS COST.




20 10 5 0 20
1"= 20'

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
LAND DEVELOPMENT
PERMITTING SERVICES
TRANSPORTATION SERVICES
Florida Headquarters: 1 SE 3rd Avenue, Suite 2700, Miami, FL 33131 Phone: (786) 681-4600 www.bohlerengineering.com Florida

REVISIONS

| REV | DATE | COMMENT | DRAWN BY / CHECKED BY |
|---|---|---|---|
| | | | |

Sunshine811
Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.
*Check positive response codes before you dig!*

PERMIT SET

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

PROJECT No.: PLC230008.00
DRAWN BY: AO
CHECKED BY: BG
DATE: 2024-07-24
CAD I.D.: SITE-0

PROJECT:
**PUBLIC STORAGE PEMBROKE PARK #00412**
FOR
Public Storage
PROPOSED PUBLIC STORAGE DEVELOPMENT
3080 W PEMBROKE ROAD, HALLANDALE BEACH, FL 33009
TOWN OF PEMBROKE PARK
FOLIO # 5142200101 30
SEC 20 / TOWNSHIP 51 S / RANGE 42 E

BOHLER
1 SE 3rd AVENUE
SUITE 2700
MIAMI, FLORIDA 33131
Phone: (786) 681-4600
FLORIDA BUSINESS CERT. OF AUTH. No. 30780

SHEET TITLE:
**SITE PLAN**

SHEET NUMBER:
C-301

ORG. DATE - 2024-07-24

Sep 13, 2024
H:\2023\PLC230008.00\ENGINEER\SITE\DWG\PEMBROKE PARK\SITE PLAN\ SET\PLC230008.00-SITE-0——LAYOUT1 (ADH SITE PLAN)

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# Land Use: 151
# Mini-Warehouse

## Description

A mini-warehouse is a building in which a number of storage units or vaults are rented for the storage of goods. They are typically referred to as “self-storage” facilities. Each unit is physically separated from other units, and access is usually provided through an overhead door or other common access point.

## Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in California, Colorado, Massachusetts, Minnesota, Nevada, New Jersey, Texas, and Utah.

## Source Numbers

212, 403, 551, 568, 642, 708, 724, 850, 868, 876, 1024, 1035

# Mini-Warehouse
# (151)

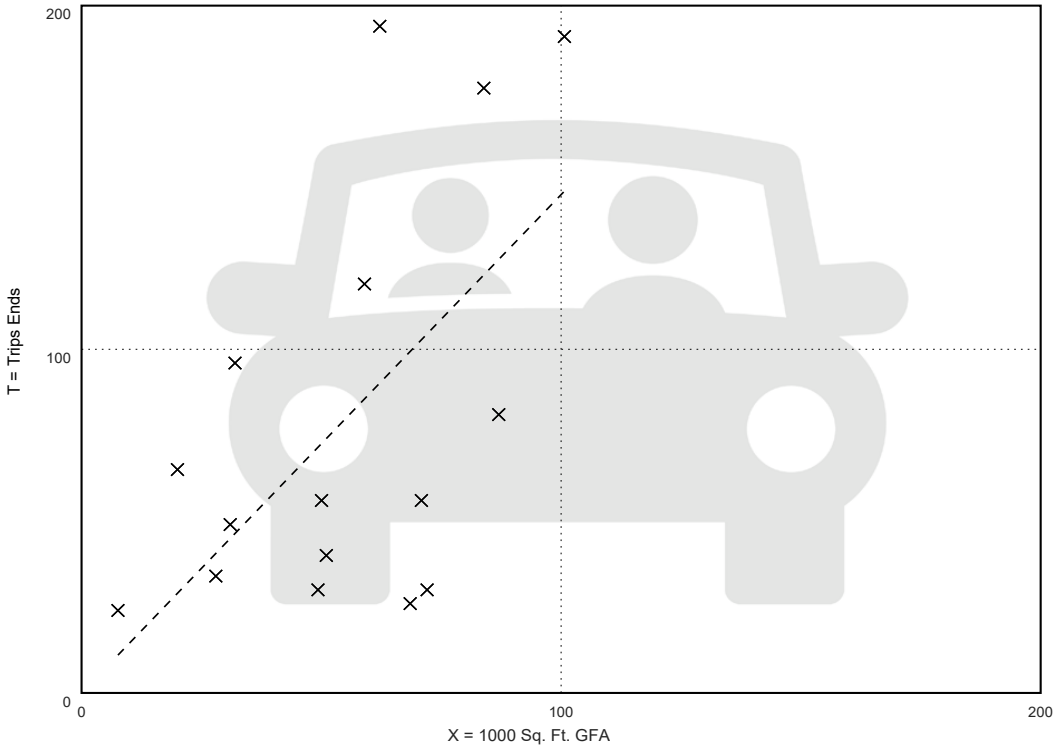
**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday**

**Setting/Location: General Urban/Suburban**
Number of Studies: 16
Avg. 1000 Sq. Ft. GFA: 55
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 1.45 | 0.38 - 3.25 | 0.92 |

## Data Plot and Equation




**Fitted Curve Equation: Not Given**

**$R^2$= *****

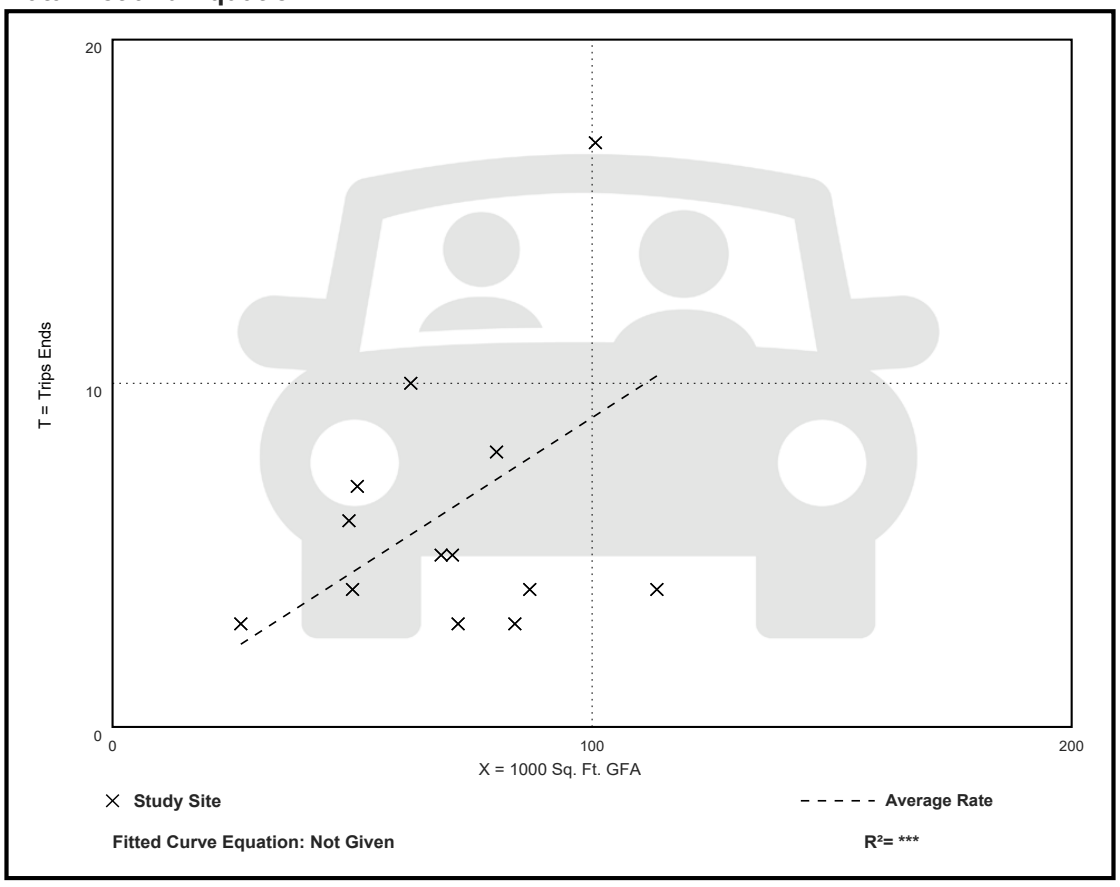
# Mini-Warehouse
# (151)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 13
Avg. 1000 Sq. Ft. GFA: 70
Directional Distribution: 59% entering, 41% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.09 | 0.04 - 0.17 | 0.05 |

## Data Plot and Equation



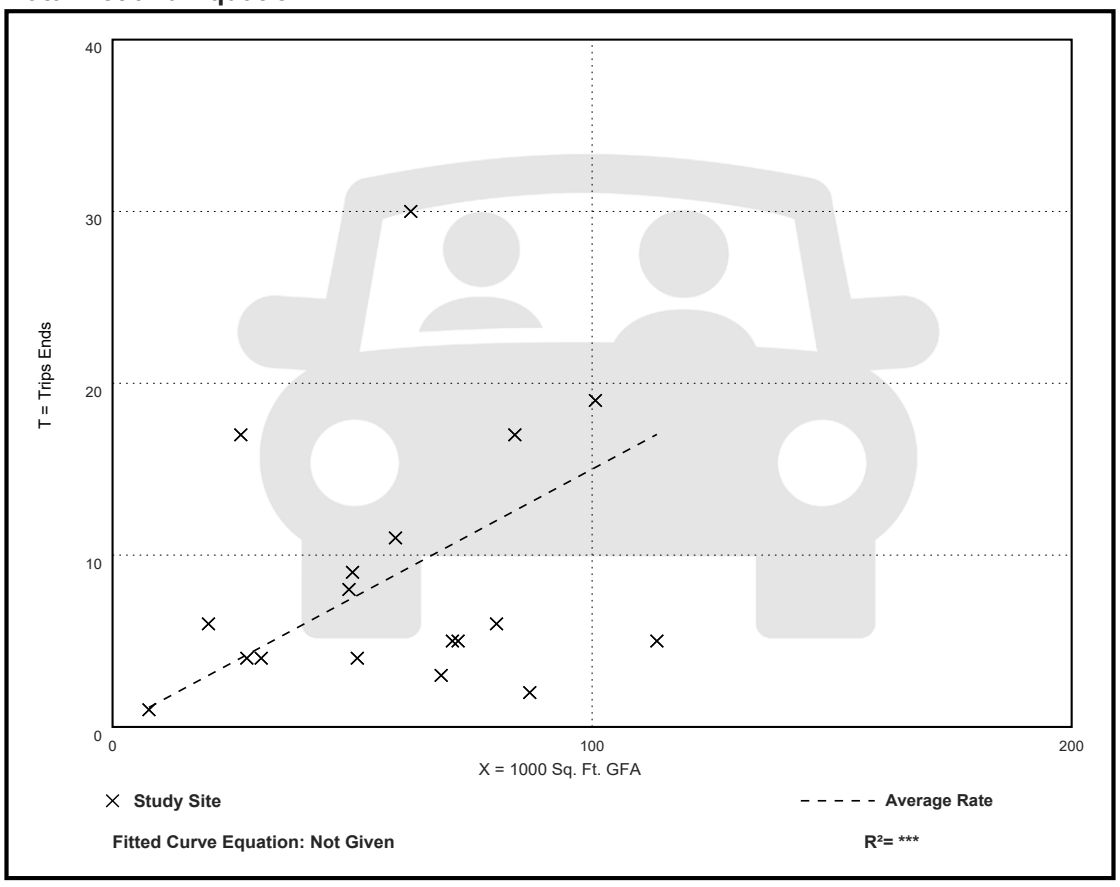
# Mini-Warehouse
# (151)

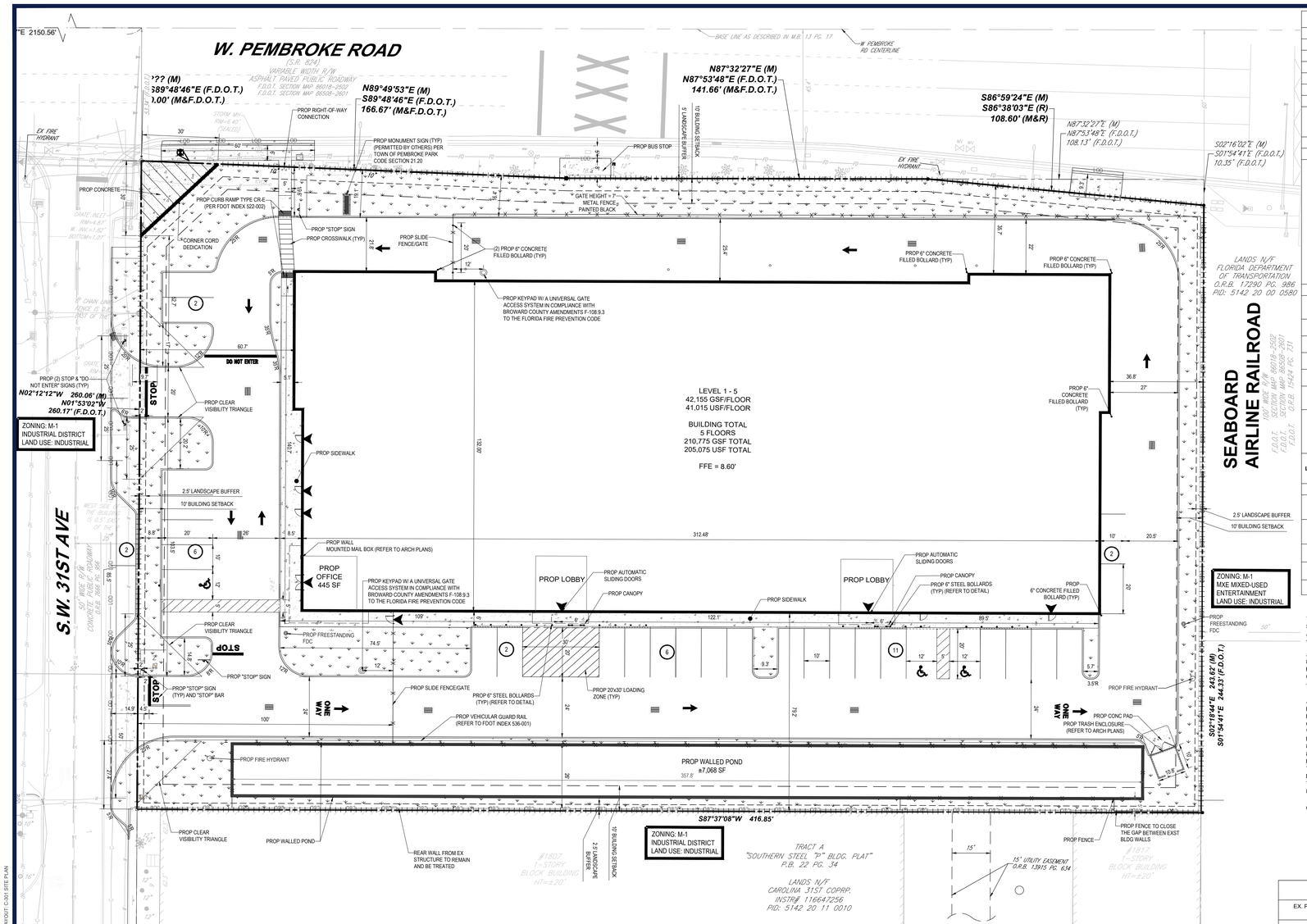
**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 18
Avg. 1000 Sq. Ft. GFA: 59
Directional Distribution: 47% entering, 53% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.15 | 0.02 - 0.64 | 0.14 |

## Data Plot and Equation






## SITE DATA TABLE

| | | |
|---|---|---|
| **JURISDICTION** | | TOWN OF PEMBROKE PARK |
| **APPLICATION NUMBER** | | 23-SP-04 |
| **FOLIO NUMBER** | | 5142-20-01-0130 |
| **ADDRESS** | | 3080 PEMBROKE RD, PEMBROKE PARK, FL 33009 |
| **CURRENT ZONING** | | M-1 INDUSTRIAL DISTRICT |
| **CURRENT LAND USE** | | SELF-STORAGE |
| **FUTURE LAND USE** | | SELF-STORAGE |
| **FEMA FLOOD DESIGNATION** | | FIRM PANEL 12011C0731J – Flood Zone AE PER BROWARD COUNTY FEMA FLOOD MAP DATED JULY 31, 2024 |
| **TOTAL SITE AREA** | | ± 105,233 SF (2.416 AC) LOT AREA |
| **DISTURBED SITE AREA** | | ± 105,233 SF (2.416 AC) |
| **TOTAL PROPOSED BUILDING AREA** | | LEVEL 1<br>± 42,155 GSF/ FLOOR<br>± 41,015 USF/FLOOR<br>LEVEL 2<br>± 42,155 GSF/ FLOOR<br>± 41,015 USF/FLOOR<br>LEVEL 3<br>± 42,155 GSF/ FLOOR<br>± 41,015 USF/FLOOR<br>LEVEL 4<br>± 42,155 GSF/ FLOOR<br>± 41,015 USF/FLOOR<br>LEVEL 5<br>± 42,155 GSF/ FLOOR<br>± 41,015 USF/FLOOR<br>BUILDING TOTAL - 5 FLOORS<br>± 210,775 GSF TOTAL<br>± 205,075 USF TOTAL |
| | **REQUIRED** | **PROPOSED** |
| **BUILDING HEIGHT** | 80 FT BUT 100 FT WITH SPECIAL EXCEPTION FROM TOWN COMMISSION | 53'-4" |
| **LANDSCAPE OPEN SPACE** | NONE LISTED. | 22.2% |
| **TOTAL IMPERVIOUS AREA** | 82,028 SF (78.0%) | |
| **TOTAL PERVIOUS AREA** | 23,205 SF (22.0%) | |
| **GROSS ACREAGE** | 2.416 AC | |
| **NET ACREAGE** | 0.95 AC | |
| **SETBACKS** | FRONT: 10' FROM ALL BOUNDARY SIDES<br>SIDE: 10' FROM ALL BOUNDARY SIDES<br>REAR: 10' FROM ALL BOUNDARY SIDES | FRONT: 60.7'<br>NORTH: 36.6'<br>SOUTH: 79.2'<br>EAST (REAR): 36.7' |
| **LANDSCAPE BUFFER** | NORTH: 5'<br>EAST: 2.5' MIN<br>SOUTH: 2.5'MIN<br>WEST: 2.5' MIN | NORTH: 5'<br>EAST: 2.5'<br>SOUTH: 2.5'<br>WEST: 2.5' |
| **LOT COVERAGE** | NONE LISTED. | 40.0% |
| **F.A.R.** | NONE LISTED. | 2.00 |
| **PARKING STALLS TOTAL** | 1 PER 600 SF OF GROSS FLOOR AREA<br>(I.E. 352 SPACES) | 29 SPACES (INCLUDING 3 ADA)* |
| **PARKING STALL DIMENSIONS** | 10'x20' | |
| **AISLE DIMENSIONS (2-WAY)** | NONE LISTED. | 26' (TWO-WAY<br>20.5' (ONE-WAY) |

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

## LEGEND

| | |
|---|---|
| EX. PROPERTY LINE | |
| EX. ADJACENT PROPERTY LINE | |
| EX. ROADWAY C/L | |
| PROP. PROPERTY LINE | |
| PROP. BUFFER | |
| PROP. SETBACK | |
| PROP. PARKING COUNT | (#) |
| PROP. SIGN | |
| PROP. BUILDING ENTRANCES | |
| PROP. STORM CLEANOUT | |
| PROP. CONCRETE SIDEWALK | |

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
PLANNING AND DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES
THE INFORMATION, DESIGNS AND IDEAS CONTAINED IN THIS PLAN ARE PROPRIETARY AND SHALL NOT BE USED OR DISCLOSED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF BOHLER ENGINEERING FLORIDA, LLC.

### REVISIONS

| REV | DATE | COMMENT | DRAWN BY / CHECKED BY |
|---|---|---|---|
| | | | |

Sunshine811
Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.
*Check positive response codes before you dig!*

PERMIT SET

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

| | |
|---|---|
| **PROJECT No.:** | FLC230008.00 |
| **DRAWN BY:** | AO |
| **CHECKED BY:** | BG |
| **DATE:** | 2024-07-24 |
| **CAD I.D.:** | SITE-0 |

PROJECT:

**PUBLIC STORAGE PEMBROKE PARK #00412**

FOR

Public Storage

PROPOSED PUBLIC STORAGE DEVELOPMENT

3080 W PEMBROKE ROAD,
HALLANDALE BEACH, FL 33009
TOWN OF PEMBROKE PARK
FOLIO # 514220010130
SEC 20 / TOWNSHIP 51 S / RANGE 42 E

BOHLER
1 SE 3rd AVENUE
SUITE 2700
MIAMI, FLORIDA 33131
Phone: (786) 681-0800
FLORIDA BUSINESS CERT. OF AUTH. No. 30780

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY TAYLOR SHAY PARKER, PE, ON THE DATE ADJACENT TO THE SEAL PRINTED COPIES OF THIS DOCUMENT. THE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

09/13/2024

Taylor Parker

TAYLOR SHAY PARKER
LICENSE
No. 85432
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SHEET TITLE:

**SITE PLAN**

SHEET NUMBER:

C-301

ORG. DATE - 2024-07-24

Sep 13, 2024
H:\2023\FLC230008.00\ENGINEERING\CAD\DRAWINGS\PLAN SETS\FLC230008.00_SITE-0_-_LAYOUT_C-301 SITE PLAN.DWG

**J F O  G R O U P  I N C**
**Traffic Engineering • Transportation Planning**

www.jfogroupinc.com

Revised August 6, 2024
Revised March 20, 2024
Revised February 25, 2024
September 20, 2023

*Sent via e-mail: tparker@bohlereng.com*

Taylor Parker, P.E.
BOHLER FLC230008.00
1 SE 3rd Avenue, Suite 1760
Miami, FL 33131

**Re: Public Storage Pembroke Park**
**OFF STREET PARKING REDUCTION**
**Parcel ID: 5142-20-01-0130**

JFO Group Inc. has been retained to prepare a parking analysis to determine compliance with *Sec. 28-301.2. - Parking reduction* of *the Town of Pembroke Park Land Development Code*. This parking analysis is associated with a Site Plan application for the Public Storage Pembroke Park property. The subject property contains ±2.44 acres zoned M-1 Industrial District, located at the southeast corner of SW 31st Avenue & W Pembroke Road in the Town of Pembroke Park, Florida. Figure 1 shows the project location in relation to the transportation network.

**Figure 1 : Project Location**

The Public Storage Pembroke Park project is proposing to replace ±53,021 SF Mini Warehouse uses with ±210,775 SF Mini Warehouse uses. Exhibit 1 includes a copy of the proposed site plan. The proposed site plan includes 29 parking spaces. Since *Sec. 28-301.- Minimum requirements* does not include self-storage, this parking reduction is being provided. The closest category included in *Sec. 28-301* is *Industrial* which does not reflect the operations of a self-storage facility like the one being proposed on the subject site.

Table 1 includes the parking requirements as defined in the town's land development code. Table 2 includes parking demand calculations for the proposed self-storage using the latest edition of the *Parking Generation Manual* from the Institute of Transportation Engineers (ITE) and a parking demand calculation based on the off-street parking reduction request approved for a ±122,275 SF self-storage located at 2801 John P Lyons Lane and another approved parking reduction for a ±121,900 SF self-storage located at 3195 W Hallandale Beach Boulevard.

Exhibit 2 includes excerpts from the ITE Parking Generation Manual while Exhibit 3 includes excerpts from the parking reduction memorandum for the 2801 John P Lyons Lane self-storage facility and Exhibit 4 for the 3195 W Hallandale Beach Boulevard project.


6671 W Indiantown Rd • Suite 50-324 • Jupiter, Florida 33458
T: (561) 462-5364 • F: (561) 465-8044 • info@jfo.us

The applicant is seeking this parking reduction in order to allow greater use of the property by demonstrating that the proposed self-storage parking demand is a mere fraction of the Town's code. If granted, this technical deviation will allow the applicant to better serve the community, by providing self-storage services for its surrounding neighborhood. In this manner, the requested deviation will provide adequate parking supply to meet the anticipated parking demand.

**Table 1: Parking Required by Code Vs Parking Provided**

| Land Use | Land Development Code - Sec. 28-301. Off-Street Parking Requirements | Proposed Intensity | Parking Supply required by Code | Parking Provided |
|---|---|---|---|---|
| **Industrial** | One (1) parking space (exclusive of service roads, entrances and exits) shall be provided for each six hundred (600) square feet of the gross floor area in the building, or one (1) parking space for each two (2) employees shall be provided; whichever requires the greater amount of parking spaces. | ±210,775 SF | 352 | 29 |

The proposed self-storage building will consist of ±210,775 SF. As shown in Table 2, the proposed parking supply being provided for the self-storage will be able to accommodate the parking demand being generated.

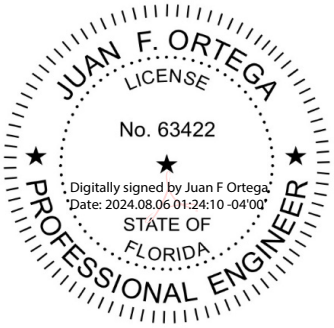
**Table 2: Self-Storage Parking Demand**

| | Parking Ratio | Parking Demand | Parking Provided |
|---|---|---|---|
| **ITE Parking Generation Manual** | One (1) parking space for each 11,111 square feet of gross floor area *[0.09 Spaces per 1KSF GFA]* | 19 | 29 |
| **2801 John P Lyons Lane Self-Storage** | One (1) parking space for each 8,734 square feet of gross floor area | 25 | |
| **Seneca Town Center 3195 W Hallandale Beach Boulevard** | One (1) parking space for each 6,095 square feet of the gross floor area | 36 | |

Approval of this parking reduction will not be detrimental to the public welfare, or injurious to property or improvements in the surrounding area or neighborhood. Consequently, we are respectfully requesting approval to provide 29 parking spaces for the Public Storage Pembroke Park project at 3080 W Pembroke Road, instead of the 352 spaces required by Code. This translates into a parking reduction from the Town's ratio of One (1) parking space for each 600 square feet of gross floor area (1:600) to a ratio of One (1) parking space for each 7,269 square feet of gross floor area (1:7,269).

Sincerely,

**JFO GROUP INC**
COA Number 32276




Enclosures: Exhibit 1: Proposed Site Plan
Exhibit 2: ITE Parking Generation Rates
Exhibit 3: 2801 John P Lyons Lane Self-Storage Parking Reduction
Exhibit 4: Seneca Town Center Parking Reduction

This item has been electronically signed and sealed by Dr. Juan F. Ortega, PE on August 6, 2024 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.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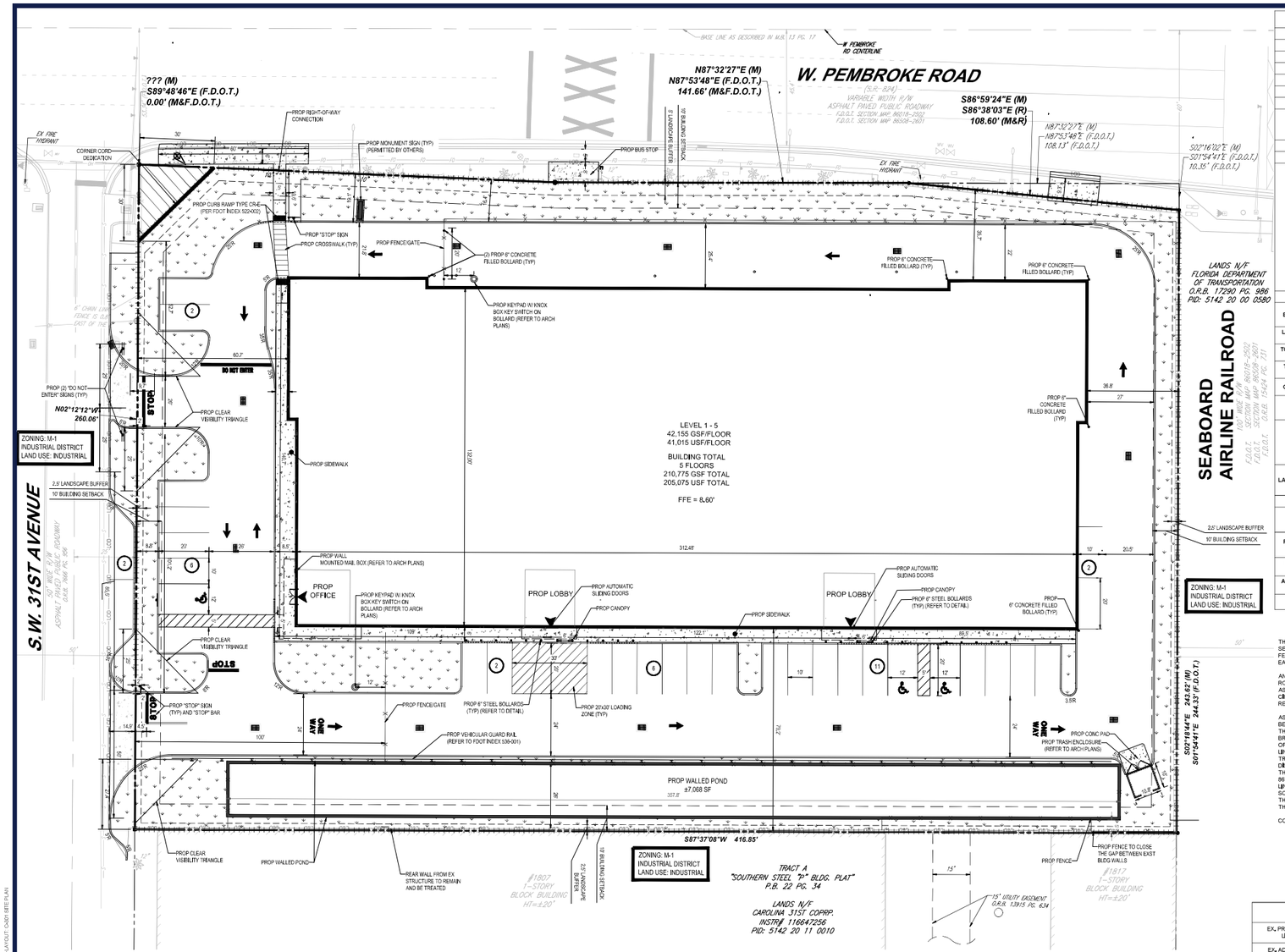
W. PEMBROKE ROAD
??? (M)
S89°48'46"E (F.D.O.T.)
0.00' (M&F.D.O.T.)
N87°32'27"E (M)
N87°53'48"E (F.D.O.T.)
141.66' (M&F.D.O.T.)
S86°59'24"E (M)
S86°38'03"E (R)
108.60' (M&R)
N87°32'27"E (M)
N87°53'48"E (F.D.O.T.)
108.13' (F.D.O.T.)
S02°16'02"E (M)
S01°54'41"E (F.D.O.T.)
10.35' (F.D.O.T.)
S.W. 31ST AVENUE
SEABOARD AIRLINE RAILROAD
LANDS N/F FLORIDA DEPARTMENT OF TRANSPORTATION O.R.B. 17290 PG. 986 PID: 5142 20 00 0580
LEVEL 1 - 5
42,155 GSF/FLOOR
41,015 USF/FLOOR
BUILDING TOTAL
5 FLOORS
210,775 GSF TOTAL
205,075 USF TOTAL
FFE = 8.60'
PROP OFFICE
PROP LOBBY
PROP LOBBY
PROP WALLED POND
±7,088 SF
357.8'
S87°37'08"W 416.85'
TRACT A
"SOUTHERN STEEL "P" BLDG. PLAT"
P.B. 22 PG. 34
LANDS N/F
CAROLINA 315T. CORRP.
INSTR# 116042256
PID: 5142 20 11 0010
#1807
1-STORY
BLOCK BUILDING
HT=±20'
#1817
1-STORY
BLOCK BUILDING
HT=±20'
15' UTILITY EASEMENT O.R.B. 13915 PG. 634
S02°16'02"E 245.63' (M)
S01°54'41"E 244.33' (F.D.O.T.)
ZONING: M-1
INDUSTRIAL DISTRICT
LAND USE: INDUSTRIAL
ZONING: M-1
INDUSTRIAL DISTRICT
LAND USE: INDUSTRIAL
N02°12'12"W 260.06'
PROP RIGHT-OF-WAY CONNECTION
PROP MONUMENT SIGN (TYP) (PERMITTED BY OTHERS)
PROP BUS STOP
PROP CURB RAMP TYPE CR-2 (PER FDOT INDEX 522400)
PROP "STOP" SIGN
PROP CROSSWALK (TYP)
PROP FENCE/GATE
(2) PROP 8' CONCRETE FILLED BOLLARD (TYP)
PROP KEYPAD W/ KNOX BOX KEY SWITCH ON BOLLARD (REFER TO ARCH PLANS)
PROP 6' CONCRETE FILLED BOLLARD (TYP)
PROP 6' CONCRETE FILLED BOLLARD (TYP)
PROP (2) "DO NOT ENTER" SIGNS (TYP)
PROP CLEAR VISIBILITY TRIANGLE
PROP SIDEWALK
PROP WALL MOUNTED MAIL BOX (REFER TO ARCH PLANS)
PROP KEYPAD W/ KNOX BOX KEY SWITCH ON BOLLARD (REFER TO ARCH PLANS)
PROP AUTOMATIC SLIDING DOORS
PROP CANOPY
PROP 6" STEEL BOLLARDS (TYP) (REFER TO DETAIL)
PROP CONCRETE FILLED BOLLARD (TYP)
PROP SIDEWALK
PROP FENCE/GATE
PROP 6" STEEL BOLLARDS (TYP) (REFER TO DETAIL)
PROP 20'x33' LOADING ZONE (TYP)
PROP VEHICULAR GUARD RAIL (REFER TO FDOT INDEX 536-001)
PROP CONC PAD
PROP TRASH ENCLOSURE (REFER TO ARCH PLANS)
PROP CLEAR VISIBILITY TRIANGLE
PROP WALLED POND
REAR WALL FROM EX STRUCTURE TO REMAIN AND BE TREATED
PROP FENCE TO CLOSE THE GAP BETWEEN EAST BLDG WALLS
PROP FENCE
2.5' LANDSCAPE BUFFER
10' BUILDING SETBACK
2.5' LANDSCAPE BUFFER
10' BUILDING SETBACK
DO NOT ENTER
STOP
AVA ONLY
EX. FIRE HYDRANT
CORNER CORD DEDICATION
BASE LINE AS DESCRIBED IN M.B. 13 PG. 17
W. PEMBROKE RD CENTERLINE
VARIABLE WIDTH R/W
ASPHALT PAVED PUBLIC ROADWAY
F.D.O.T. SECTION MAP 86018-2502
F.D.O.T. SECTION MAP 86508-2601
(S.R. 824)
EX. FIRE HYDRANT
312.48'
122.1'
99.5'
46.6'
107'
14.5'
6.5'
20'
26'
8.8'
20'
10'
20.5'
36.8'
27'
50'
3.5R
10'
12'
12'
12'
10'
10'
10

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# Land Use: 151 Mini-Warehouse

### Description

A mini-warehouse is a building in which a number of storage units or vaults are rented for the storage of goods. They are typically referred to as “self-storage” facilities. Each unit is physically separated from other units, and access is usually provided through an overhead door or other common access point.

### Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (nine study sites) and a Saturday (one study site) in a general urban/suburban setting.

| | Percent of Peak Parking Demand | |
|---|---|---|
| **Hour Beginning** | **Weekday** | **Saturday** |
| 12:00–4:00 a.m. | 0 | – |
| 5:00 a.m. | 0 | – |
| 6:00 a.m. | 0 | – |
| 7:00 a.m. | 0 | – |
| 8:00 a.m. | 14 | – |
| 9:00 a.m. | 71 | – |
| 10:00 a.m. | 50 | – |
| 11:00 a.m. | 79 | – |
| 12:00 p.m. | 57 | – |
| 1:00 p.m. | 64 | 91 |
| 2:00 p.m. | 64 | 27 |
| 3:00 p.m. | 79 | 55 |
| 4:00 p.m. | 71 | 100 |
| 5:00 p.m. | 100 | 91 |
| 6:00 p.m. | 14 | 27 |
| 7:00 p.m. | 0 | 0 |
| 8:00 p.m. | 0 | – |
| 9:00 p.m. | 0 | – |
| 10:00 p.m. | 0 | – |
| 11:00 p.m. | 0 | – |

### Additional Data

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in British Columbia (CAN), California, Massachusetts, Minnesota, and Texas.

### Source Numbers

37, 314, 415, 556, 562

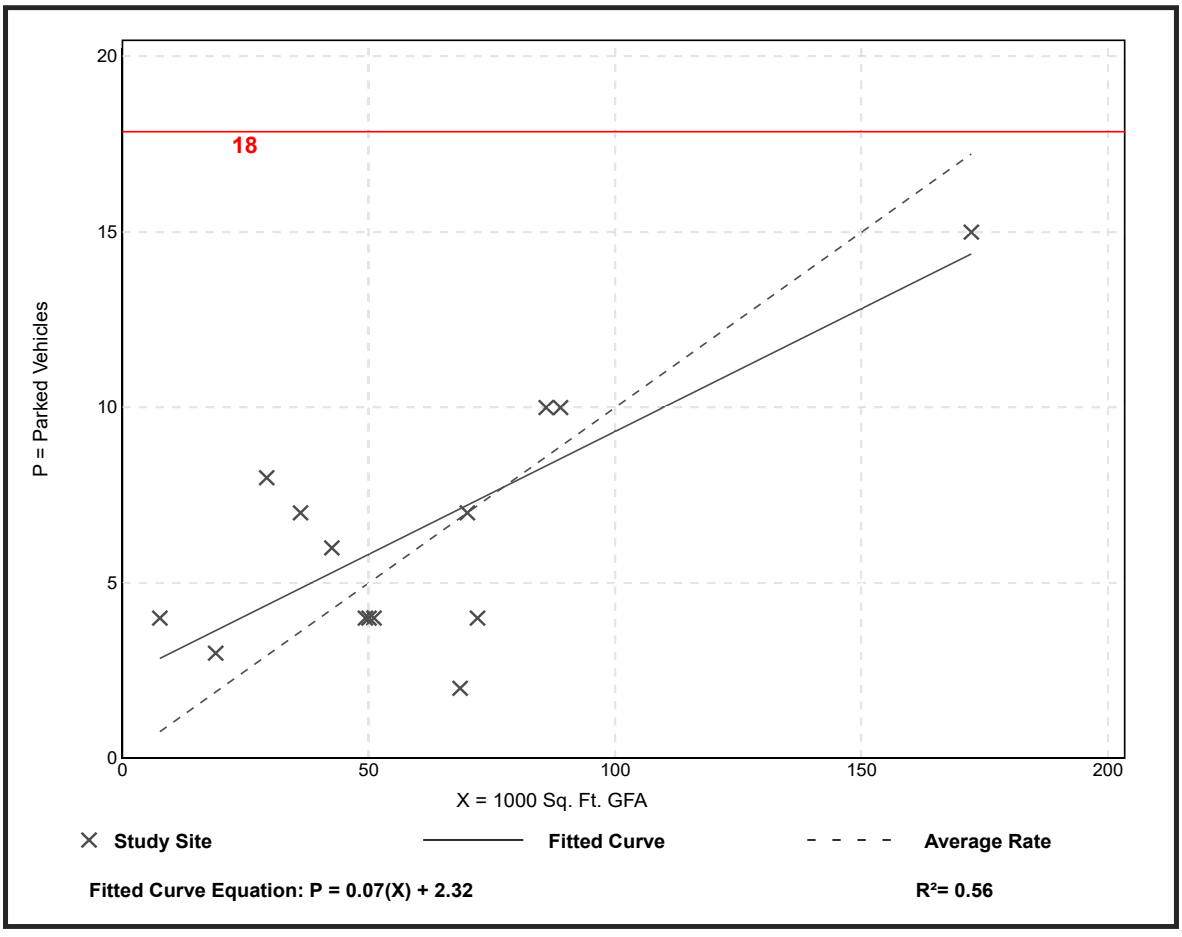
# Mini-Warehouse
(151)

**Peak Period Parking Demand vs:** **1000 Sq. Ft. GFA**
**On a:** **Weekday (Monday - Friday)**
**Setting/Location:** **General Urban/Suburban**
**Peak Period of Parking Demand:** **4:00 - 6:00 p.m.**
Number of Studies: 14
Avg. 1000 Sq. Ft. GFA: 60

## Peak Period Parking Demand per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | 33rd / 85th Percentile | 95% Confidence Interval | Standard Deviation (Coeff. of Variation) |
|---|---|---|---|---|
| 0.10 | 0.03 - 0.53 | 0.08 / 0.25 | *** | 0.07 (70%) |

## Data Plot and Equation




*Parking Generation Manual, 5th Edition* ● Institute of Transportation Engineers

# Mini-Warehouse
(151)

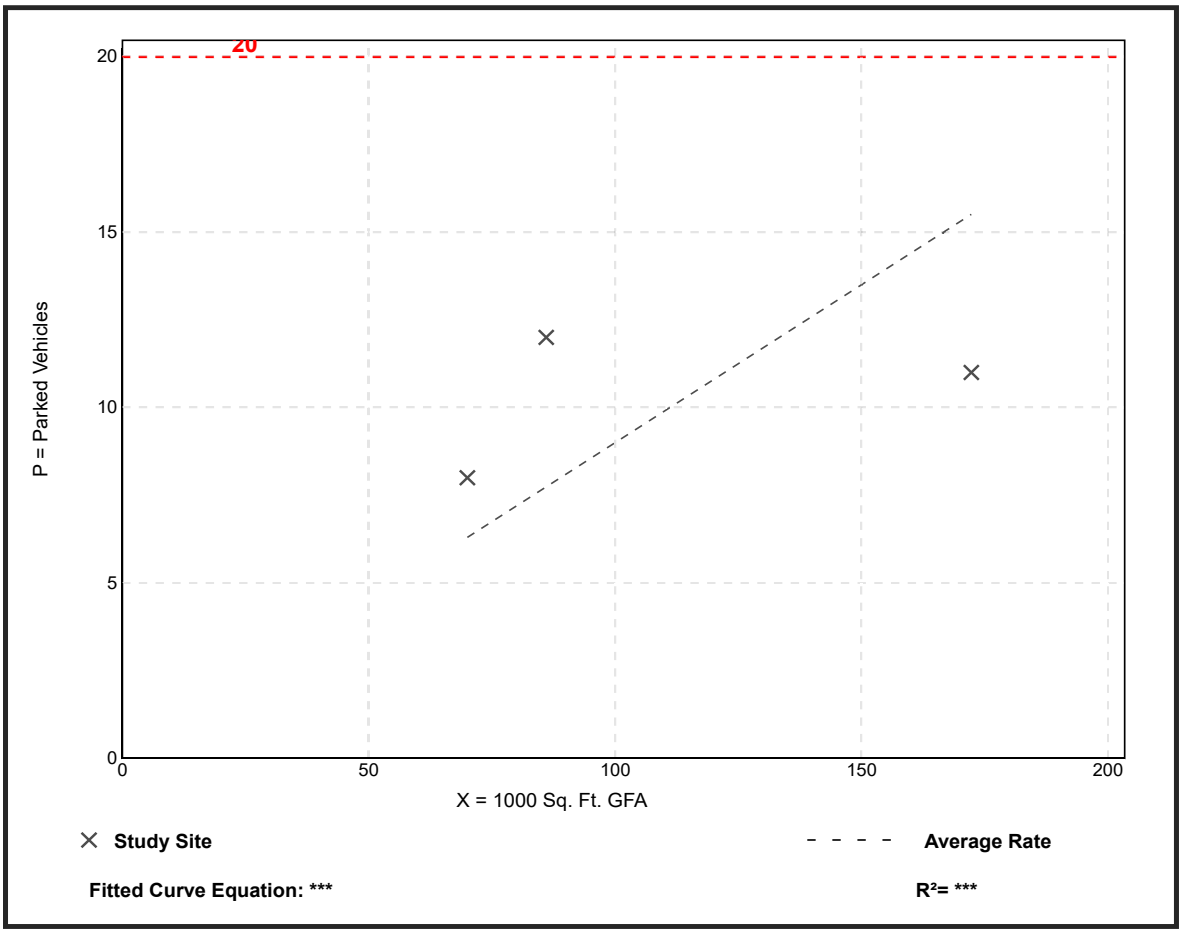
**Peak Period Parking Demand vs:** **1000 Sq. Ft. GFA**
**On a:** **Saturday**
**Setting/Location:** **General Urban/Suburban**
**Peak Period of Parking Demand:** **1:00 - 5:00 p.m.**
Number of Studies: 3
Avg. 1000 Sq. Ft. GFA: 109

## Peak Period Parking Demand per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | 33rd / 85th Percentile | 95% Confidence Interval | Standard Deviation (Coeff. of Variation) |
|---|---|---|---|---|
| 0.09 | 0.06 - 0.14 | 0.08 / 0.14 | *** | 0.04 (44%) |

## Data Plot and Equation

***Caution – Small Sample Size***




*Parking Generation Manual, 5th Edition* ● Institute of Transportation Engineers

# PARKING WAIVER

# TOWN OF PEMBROKE PARK

## APPLICATION FOR PARKING REDUCTION

Date: _____
Case No: _____
Receipt No.: _____

**Filing Fees:**
**General: The initial cost recovery fee shall be $2,500.00 plus the non-administrative costs incurred by the Town in processing the request. $500.00 of the above referenced fee shall be non-refundable.**

**In addition to the application for Parking Reduction, the Applicant shall supply the documentation required by Section 28-301.2 of the Town's Code of Ordinances.**

Petitioner / Applicant: Wheat Capital Management

Address: 100 SE 3rd Avenue 1 Suite 601 City: Fort Lauderdale, Fl. 33394

Phone: 954-554-1515 Fax: _____ E-mail: CMaier@wheatcapitalmanagement.com

Petitioner's Relation to Subject Property: Contract and Purchase

If Petitioner is not Owner, Name of Owner: Dream House Reproduction, LLC

Address of Owner: 6804 SW 5th Street _____ City: Pembroke Pines

Signature of Petitioner: _____

Address of Property Subject to the Requested Parking Reduction: 2801 John D. Lyons Lane

Legal Description of Property (Plat Book/Page or Metes and Bounds): See Attached

General Vicinity (Provide Map): Attached

Site Plan (Provide Plan): Attached

Parking Reduction Request: 14 Spaces Provided
203 Spaces Required

Parking Study Completed By: Attached please find parking study prepared by Tom Hall along with

OWNER / AGENT CERTIFICATE:

This is to certify that I am the owner / agent of the subject lands described above in the Application for Parking Reduction, and that all information supplied herein is true and correct to the best of my knowledge. By signing this application, owner / agent specifically agrees to allow access to described property at reasonable times by Town personnel for the purpose of verification of information provided by owner/agent.

Signature of owner/agent: _____ Sworn to and subscribed before me this _____day of _____ 20___, by _____.

☐ He/She is personally known to me or

☐

**MICHAEL MILLER PLANNING ASSOCIATES, INC.**
**Land Design Municipal Planning Services Transportation Planning**

# TOWN OF PEMBROKE PARK COMMUNITY DEVELOPMENT MEMORANDUM

**To:** **Town of Pembroke Park**
**Planning and Zoning Board**

**From:** **Michael J. Miller, AICP**
**Consultant Town Planner**

**Date:** **March 15th, 2016**

**Subject:** **Off-Street Parking Reduction Request**
**Proposed Self Storage Facility – Wheat Capital Management**
**2801 John P. Lyons Lane**
**Pembroke Park Acct. No. 16-284**
**MMPA Account No.: 00-1101-1091B**

**RECOMMENDED PLANNING AND ZONING BOARD ACTION**

MMPA recommends the Planning and Zoning Board review the contents of this staff report, the applicant's engineering study, and if deemed acceptable, recommend **APPROVAL** of the Parking Reduction application to allow a reduction of the number of required parking spaces for the proposed self-storage warehouse use from one (1) parking space for each 600 square feet of net floor area (1:600) to one (1) parking space for each 8,734 square feet of net floor area (1:8,734).

**GENERAL PROJECT INFORMATION**

**Land Use Designation:** I - Industrial

**Zoning District:** M -1 Industrial District

**General Location:** 2801 John P. Lyons Lane

**Legal Description:** A portion of Parcel "B", Supreme Millwork Plat, according to the plat recorded in Plat Book 118, Page 33, of the public records of Broward County, Florida.

**7522 Wiles Road Suite B-203 Coral Springs, Florida 33067 Telephone: 954-757-9909**

**PROJECT DESCRIPTION**

A contract purchaser of the land owner (Dream House Reproductions, LLC), Wheat Capital Management, has submitted a Site Development Plan application to the Town to re-develop a site with a multi-story self-storage facility located at 2801 John P. Lyons Lane. A related Parking Reduction application was also submitted to provide fewer off-street parking spaces than the Zoning Code would normally require. The proposed Site Development Plan drawings indicate a total of 122,275+/- sq. ft. plus ancillary off-street parking areas and landscaped areas.

The Parking Reduction application requests the number of off-street parking spaces for a new self-storage warehouse complex be reduced from the Town's normal ratio of one (1) parking space for each 600 square feet of net floor area (1:600) to a ratio of one (1) parking space for each 8,734 square feet of net floor area (1:8,734).

**BACKGROUND INFORMATION**

The Town adopted its first Off-street Parking Code in August 1973. A great deal of the Town's industrial development located between Park Road and I-95 predated the above Code; therefore, many older developments lack adequate parking on the sites and modern parking lot design features are lacking. For example direct back-out parking onto a public roadway is now prohibited but was allowed back then. Direct back-out parking onto busy roadways is often dangerous, as motorist visibility is frequently blocked and increased accidents occur. Also, most of the Town's original small-scale industrial uses were primarily repair type businesses as compared to today's modern "big-box" complexes (Seneca Industrial Park / Pembroke Commerce Center). The Town has only one completely self-storage complex (Public Storage on Pembroke Road) and one new complex about to break ground (Storage & More on Park Road) for "dead storage" meaning no business activities occur. Self-storage mini-warehouse complexes typically do not require a great deal of parking spaces due to the limited amount of activity.

Prior to April 2003 all requests to reduce the quantity or size of off-street parking spaces were considered by the Town on a case-by-case basis through the Zoning Variance process. This required a lengthy and costly review / public hearing process handled by a Hearing Officer. An applicant had to prove that a non self-created hardship unique to the subject site existed, which was often difficult. The Town's 2003 Code amendment replaced the formal zoning variance procedure with a more common Parking Reduction waiver process, which includes an engineering study and staff analysis, but a legal hardship does not have to exist. Most communities have switched to this less formal waiver process, and it has been gladly received by the development community and property owners.

The Town's current off-street parking standards are dated and the criteria for industrial uses (1:600) is more applicable to smaller development sites common in the eastern areas of the Town. The modern "big box" industrial developments began in the Town in the late 1990s with the Seneca Industrial Park / Pembroke Commerce Center. As applied to "big box" industrial uses a great deal of unused parking spaces often results. Most cities allow a professional engineer studies that recommend different standards for non-labor intensive industrial uses such as assembly / manufacturing / product repairs at about 1:800 - 1:1,000 sq. ft. For large-scale "dead" warehouse storage a rate of 1:2,000 -1:10,000 sq. ft. is not uncommon.





The International Traffic Engineers (ITE) Association studies and publishes recommended standards for land use trip generation and off-street parking requirements. This data is updated periodically and is used universally by professionals for lands development reviews. The recommended parking criteria for self-storage facilities is 0.16 vehicles per 1,000 sq. ft. GFA. Applying that criteria to this development about 19-20 parking spaces are recommended to adequately serve this type of development. The applicant's traffic engineer studied several similar local developments and recommends a similar quantity of parking spaces. Therefore, the applicant's request is not unreasonable.

When the Seneca Industrial Park was reviewed / approved by the Town in 1998 a parking reduction request was made to the Town through the previous Zoning Variance procedure, as the request predated the 2003 Code modification. The Seneca Industrial Park request was to: (1) reduce the required parking ratio for the development from the normal 1:600 sq. ft. criteria to 1:725 sq. ft., and (2) to reduce the physical size of required parking spaces from 10' x 20' to 9' x 18'. The primary reason given was vehicles have gotten smaller over time and industrial uses typically have few vehicle trips, as employees arrive in the morning, may go out for lunch and leave in the evening. This is compared to retail / general office commercial uses that have much higher trip generation. Commercial parking lots have one of the higher incidences of vehicular accidents with employees and customers frequently arriving / departing. The size of off-street parking spaces is still tightly controlled by the Town Commission and any modifications require a zoning variance. The Pembroke Commerce Center did not request a parking quantity reduction when it was built, but they did receive a parking space size zoning variance (9' x 18'). A field inspection of any of the Town's newer large-scale industrial developments reveals a large amount of "built" but not utilized parking spaces.

**LAND DEVELOPMENT REGULATIONS / ZONING CODE**

Section 28-301(9) of the Town's Off-Street Parking Code requires the provision of one (1) parking space for each six hundred (600) square feet of gross floor area in the building, or one (1) parking space for each two (2) employees shall be provided, whichever requires the greater amount of parking spaces. The Town Code is silent as to the measurement of building square footage (gross vs. net). Gross square feet is the entire building including exterior walls and all indoor spaces, whether they are habitable or not. Net square footage is the building less exterior walls and any interior uninhabitable spaces such as mechanical rooms, elevators shafts, stair towers, and often fixed bathrooms / lobbies / hallways if deemed non-habitable. As MMPA has applied the Town Code for many years the Town has used "net" square footage, as it is more reasonably related to parking demand and is recommended by professional engineers / Code officials.

**APPLICANT'S REQUEST**

The proposed Site Development Plan reflects 14 parking spaces (13 normal / 1 ADA) for the entire building complex plus four (4) loading areas or approximately one (1) space for every 8,734 gross square feet of space based on 122,275 gross square feet of storage floor area, or one (1) space for every 7,860 net square feet based on 110,050+/- net square feet of floor area (area used for storage units). The rational is based on studies for such uses by the Institute of Transportation Engineers (ITE), reviewing parking standards in other local municipalities for similar uses, and studying several similar existing local (South Florida) complexes. Self-storage facilities (aka mini-warehouses) are

complexes with numerous small bays for lease. Because many homeowners and businesses have limited storage space, these types of facilities serve an important function and are economically successful. Modern day complexes are typically designed with enhanced architecture to disguise the use from a plain looking storage complex.

The applicant has indicated there would be about 1-2 employees at the complex normally – an office staff person and another for repairs and to assist tenants. The proposed site plan shows an accessory office with a square footage of approximately 400 square feet. Using the Town's Code requirement of one (1) parking space for every 300 square feet, this would require 1 required parking space. Per the Town Code requirements, the first provision of the parking requirement would take precedent – square footage over number of employees. The requested quantity of parking spaces would be 13 for the self-storage use and 1 parking space for the employees. Again, there is a cross access / cross parking arrangement with the RaceTrac gas station with five (5) additional parking spaces.

Based on the above the current Code would require 203+/- parking spaces for the self-storage warehouse use. The applicant's current proposal includes 14 parking space for the warehouse use. This is 189 parking spaces less than the current Code would normally require. The site plan also includes one (1) handicapped space to meet the ADA requirements.

Following is summary of the Town Code requirements and applicant's requests:

> **Required: - The Town's Code would require 203+/- parking spaces for the warehouse use.**
>
> **Provided - The applicant seeks to provide 14 parking spaces for the self-storage warehouse use.**
>
> **Difference - The latest site plan identifies 14 parking spaces - reduction of 189 parking spaces.**

**APPLICANT'S PARKING STUDY**

The Town Code allows a property owner or applicant to request a Parking Reduction Order based on the submission of a professional traffic engineering study and approval by the Town. A Parking Reduction (Waiver) request follows the same review and approval procedure as a Site Development Plan (Planning and Zoning Board / Town Commission).

A Parking Reduction Study was conducted by Thomas A. Hall, Inc., a reputable local engineering firm that specializes in traffic / parking issues, as requested by the applicant. The study is attached to this report. The study focused primarily on a field observation of three (3) existing self-storage facilities (Hollywood, Oakland Park, and Miami). The studies were performed between the hours of 9:00 AM and 6:00 PM on Saturday, January 30th, 2016 and Tuesday, February 2nd, 2016 (Hollywood and Oakland Park). Data was also collected on Saturday, February 6th, 2016 between the hours of 8:30 AM and 5:00 PM and Tuesday February 9th, 2016 between the hours of 9:00 AM and 6:00 PM (Miami). The study found that the total future peak-season parking demand expected at the proposed facility will be satisfied by the fourteen (14) parking spaces and four (4) loading zones.





The conclusion of the Parking Study by Mr. Hall states the following:

> The parking arrangement proposed will be adequate to meet the needs of this use. Reducing the required parking will be compatible with the area, and will not adversely impact the character and integrity of the surrounding properties. In fact, just the opposite is true, to force the applicant to provide more than 200 parking spaces on the property will create an unusable parcel and a surplus of parking spaces that will not be utilized by patrons of the self-storage facility. The applicant, as indicated by the parking study can provide sufficient parking for the proposed use without the need for a surplus of parking spaces which will not be utilized. As evidenced by the traffic study, self-storage facilities are low volume uses which do not generate a need for substantial parking.

**STAFF ANALYSIS OF PARKING STUDY**

The Thomas Hall Parking Study relies mostly on the studies done at similar existing South Florida facilities. This is valid but typically ITE data is also referenced for a self-storage facilities. The Institute of Transportation Engineers (ITE) is an international education and scientific association for transportation and traffic engineers and other professionals. The ITE publishes numerous technical documents, studies and reference materials which are used as a standard reference throughout the engineering and planning fields. Generally speaking, the standards ITE recommend are quite accurate in application. MMPA is familiar with these types of uses and their parking needs. Complexes that have abundant parking spaces are leased to patrons with boats, trailers, lawn services, etc. Seldom are spaces reserved for tenants of the smaller warehouse bays. The proposed development will have mostly smaller air-conditioned bays. The recommended ITE criteria for self-storage facilities is 0.16 vehicles per 1,000 sq. ft. GFA. Ranges listed are between 0.09 and 0.27 vehicles per 1,000 sq. ft. GFA. MMPA is recommending that the Site Development Plan have a condition that limits the types of uses that can occupy the leased bays. In essence, no business may operate out of the complex bays where employees are present or work is performed. The parking spaces will be limited so that they cannot be leased for storage of vehicles or materials. Given the conditions, MMPA feels that the proposed 14 parking spaces will be sufficient for this development.

**STAFF REVIEW OF EXISTING TOWN PROJECTS**

MMPA has inspected other self-storage facilities in the Town. To our knowledge there are two (2) existing complexes (Armadillo / Public Storage) in the Town. Both complexes have numerous small buildings with almost no on-site parking spaces. Neither appears to experience any parking congestion. Those projects are one-story complexes. The Public Storage complex has 54,600 square feet of building area while the Armadillo complex has 59,140 square feet of building area. The Town approved a 5-story air-conditioned self-storage warehouse complex on Park Road with about 114,000 square feet and 23 parking spaces a few years ago (Storage & More) and construction will commence shortly (1:4,782 sq. ft.). The proposed new complex is similar in design, as it is contemplated to be a six–story stand-alone facility. The floor plans will be inconvenient for any use other than dead storage.

**OTHER MUNICIPAL PARKING REQUIREMENTS**

MMPA conducted a review of parking requirements throughout Broward County to determine what other municipal parking requirements are for these types of uses. The research reveals a range of standards but in almost all cases, developers were granted relief from the standard parking criteria. The differences are related to a development being either general industrial or self-storage / mini-warehouse. If employees are allowed with business activities, more parking is always required. For stagnant storage typically fewer parking spaces are provided or needed. As stated above, if more spaces are provided, they are typically leased for vehicles and trailers. All Codes reviewed had parking requirements for general industrial uses from one space per 600 square feet to one space per every 1,200 square feet. The City of Fort Lauderdale has a specific category for self-storage facilities / mini-warehouse of 1 space per 5,000 square feet, which is the amount requested by the applicant. Several others have similar standards or allow parking reductions.

**CONCLUSION / RECOMMENDATION**

MMPA finds the applicant's Parking Accumulation Study to be sufficient and accurate. After a careful review of the submitted Parking Study by Thomas Hall, a review of existing similar developments and the quantity of parking spaces provided and a review of other municipal zoning criteria, it is clear that there is justification for a reduction in the required parking for this project.

Therefore, MMPA recommends that the parking requirements for this project be reduced from 203 parking spaces to 14 parking spaces based on the evidence provided.

MMPA recommends that the Planning and Zoning Board **APPROVE** the Parking Reduction waiver application subject to the following conditions:

1) That the Parking Reduction is predicated on the Site Development Plan design dated March 4th, 2016 being approved by the Town Commission.

2) The lease or use of parking spaces for the storage of vehicles, trailers or materials shall be prohibited in it's in entirety. As the number of spaces to be constructed is the minimum number staff can support, by allowing the leasing or use of parking spaces would further reduce the number of spaces available for customers and employees.

3) If a parking reduction is approved, a recordable covenant reflecting the reduced parking approval, with correct legal description, shall be submitted by the owner(s) of the property in a form acceptable to the Town Attorney. The covenant shall be recorded by the Town at the applicant's expense, and shall run with the land. The covenant shall provide that the uses that justified the reduced parking requirement shall not be changed in any way without the Town's prior written approval upon the submission of an updated study justifying an alternative number of parking spaces, unless additional parking is provided for the changed uses no longer requiring a parking reduction. The covenant shall also provide that the Town may collect costs and attorney fees, if litigation is necessary to enforce it.



**Thomas A. Hall, Inc.**
**1355 Adams Street**
**Hollywood, FL 33019**
954-288-4447
tomhall1234@gmail.com

February 16, 2016

Erik Wilczek, P.E.
Keen Engineering, Inc.
7280 W. Palmetto Park Road
Suite 302
Boca Raton, FL 33433

**RE: Pembroke Park Self Storage Traffic Statement**
**Project No. 201603.01**

Dear Erik:

As requested, Thomas A. Hall, Inc. has completed a traffic statement for a proposed development project in the Town of Pembroke Park, Florida. The proposed project is to be 122,250 square feet of self storage. The building is to have six floors and is to be located on Parcel B of the Supreme Millwork Plat, which is between NW 31st Avenue and the CSX Railroad tracks immediately north of the existing Racetrac Petroleum station on the north side of Hallandale Beach Boulevard. Access to the site is to be by way of two existing full access driveway connections to NW 31st Avenue and an existing platted driveway connection between the Racetrac Petroleum station and the project site. The proposed Pembroke Park Self Storage will replace an existing 22,630-square-foot industrial building. The enclosed **Figure 1 – Site Location** shows the location of the proposed project.

**1. Trip Generation Analysis**

In order to determine the traffic impacts associated with the proposed development, a comparison of trips generated by the existing land use and the trips expected to be generated by the proposed Pembroke Park Self Storage was conducted. Trip generation characteristics provided in the Institute of Transportation Engineers' (ITE) *Trip Generation* manual, 9th Edition, were consulted and the trips generated by the existing land use (ITE Code 140 – Manufacturing) was completed. Trip generation characteristics for self-storage facilities are provided for in the ITE manual. However, the type of storage facilities studied by ITE is mini-warehouses, which are not the same as the proposed project. Mini-warehouses are traditional small rows of warehouses with garage doors that often are used to house businesses in industrial areas. Self-storage facilities do not permit businesses to operate within the storage bays—and those bays are generally much smaller than mini-warehouses and focused on providing air conditioned, secure storage of private property while prohibiting use of the storage facility for any other purpose.

Given that the ITE trip generation characteristics for mini-warehouses are not the same as the proposed Pembroke Park Self Storage and also given that a parking study was being conducted at three local self-storage businesses in order to develop a parking rate for the proposed development, it was decided that entering and exiting trips should be counted at the same three study sites for the p.m. peak hour of the day. The a.m. peak hour was not studied because the self-storage facilities are not open for business prior to 9:00 a.m.

The three sites chosen for study were: Extra Space Self Storage in the City of Hollywood, Florida, Four Seasons Self Storage in the City of Oakland Park, Florida, and Safeguard Self Storage in the City of Miami, Florida. All three facilities, according to information provided on their websites, maintain office staff on site between the hours of 9:00 a.m. and 6:00 p.m. during the week. In spite of the stated hours of operation, staff at each business noted that renters were given a passcode and could access their storage unit until 10:00 p.m. in the evening. For the purposes of this study, however, the focus was on the afternoon peak hour for adjacent street traffic, which is generally deemed to be between 4:00 p.m. and 6:00 p.m.

**Table 1 – Observed PM Peak Hour Trip Generation** (enclosed) shows how the afternoon peak hour trip generation rate was developed. As the table shows, three study sites were observed between the hours of 4:00 p.m. and 6:00 p.m. on a Tuesday. In order to reflect peak-season conditions, a Peak Season Category Factor (1.01) was obtained from the Florida Department of Transportation's online database and applied to the traffic counts. Because the three study sites had different occupancy rates, adjustments were made to reflect 100-percent occupancy at each location. The adjusted peak-hour trips were divided by the corresponding building square footage to arrive at a trip generation rate per thousand square feet of building area. From these three results, an average rate of 0.146 trips per thousand square feet of self-storage facility was calculated.

**Table 2 – PM Peak Hour Trip Generation** (enclosed) shows a comparison of trips expected to be generated by both the existing and proposed land uses. As Table 2 shows, replacing the existing manufacturing land use with the proposed Pembroke Park Self Storage results in a net new increase of one trip on an afternoon peak-hour basis.

An increase of one peak-hour trip is expected to have no impact on existing levels of service on local roadways.

**2. Conclusion**

Based upon the findings shown in Tables 1 and 2, and described above, it appears that the proposed Pembroke Park Self Storage will generate 1 net new peak-hour trip. An increase of one peak-hour trip is expected to have no impact on existing levels of service on local roadways.

Should you have any questions or comments regarding this statement, please do not hesitate to contact this office.

Very truly yours,

Thomas A. Hall
President

Peter Partington, P.E.
FL Registration No. 45099
1521 NE 53rd Street
Ft. Lauderdale, FL 33334

TAH/kh

Enclosures

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**Thomas A. Hall, Inc.**
**1355 Adams Street**
**Hollywood, FL 33019**
954-288-4447
tomhall1234@gmail.com

February 15, 2016

Erik Wilczek, P.E.
Keen Engineering, Inc.
7280 W. Palmetto Park Road
Suite 302
Boca Raton, FL 33433

**RE: Pembroke Park Self Storage Parking Study**
**Project No. 201603.01**

Dear Erik:

We have completed the Pembroke Park Self Storage parking demand study commissioned by your firm. The storage facility's site plan indicates that there will be a single building comprised of six stories totaling 122,250 square feet. The study methodology and findings follow:

**Introduction**
According to information provided by the owner for a February 2016 site plan submittal in support of a new self-storage facility, the 122,250-square-foot Pembroke Park Self Storage will replace an existing 22,630-square-foot industrial building located between NW 31st Avenue and the CSX Railroad tracks north of Hallandale Beach Boulevard in the Town of Pembroke Park, Florida. A copy of the project site plan is enclosed.

The proposed self-storage facility is to have fourteen parking spaces and four loading zones. Note, however, that loading zones at self-storage facilities function as parking spaces and only differ from ordinary parking spaces in that they tend to be closest to the building entrance and, sometimes, incorporate a loading dock.

The Town of Pembroke Park code does not specifically address the proposed land use's parking requirements. However, a method is provided in Section 28-301.2 of the town code for performing a parking reduction study. This method has been adapted to this project.

**Study Purpose**
The purpose of this study was to ascertain the actual parking demand for the proposed Pembroke Park Self Storage facility.

**Study Methodology**
The study was completed in accordance with the methodology defined in a telephone conversation with Michael Miller, of Michael Miller Planning Associates, Inc., the Town of Pembroke Park's Planning and Zoning Consultant. Mr. Miller requested that parking demand observations be conducted on a Saturday and a mid-week day at three similar facilities in South Florida. Three similar sites were found: Extra Space Self Storage in Hollywood, Florida, Safeguard Self Storage in Miami, Florida, and Four Seasons Self Storage in Oakland Park, Florida.

While each study site had defined parking and loading zones, each site also had areas that could accommodate additional parked vehicles. So, for example, there was an entire row of on-street public parking spaces across the street from the Four Seasons Self Storage in Oakland Park, on-street parallel parking on Flagler Street to the west of the Safeguard Self Storage in Miami, and undefined on-site space for an additional six passenger vehicles at the Extra Space Self Storage in Hollywood.

**Data Collection and Analysis**

In order to determine actual parking demand for the development, parking data was collected between the hours of 9:00 a.m. and 6:00 p.m. on Saturday, January 30, 2016 and Tuesday, February 2, 2016 at both the Extra Space Self Storage and the Four Seasons Self Storage. Data was also collected on Saturday, February 6, 2016 between the hours of 8:30 a.m. and 5:00 p.m. and Tuesday, February 9, 2015 between the hours of 9:00 a.m. and 6:00 p.m. at the Safeguard Self Storage in Miami, Florida.

The number of parking spaces assumed at each study site was the total number of defined parking spaces plus defined loading zones in use on the property. As noted above, additional parking opportunities were available and some vehicles were observed parking outside the defined parking spaces and loading zones. Those vehicles were included in the study site parking occupancy totals.

**Tables 1, 3 and 5 - Saturday Parking Occupancy,** display the results of the parking occupancy measurements for the three study sites. According to their websites only one of the study sites, Safeguard Self Storage in Miami, was open before 9:00 a.m. on Saturday. The other two sites opened at 9:00 a.m. and closed at 6:00 p.m. while Safeguard opened at 8:30 and closed at 5:00 p.m. Note that the occupied parking spaces—the "demand" for parking—was adjusted to reflect 100 percent building occupancy. In addition, a Peak Season Factor was obtained from information provided on the Florida Department of Transportation's online traffic database for both the Miami-Dade County and Broward County study sites.

When the parking demand adjustments were made to consider peak-season, 100-percent building occupancy, the total peak parking demand at Extra Space Self Storage was found to occur at 5:30 p.m. when 9 parking spaces, or 78.1 percent of the 11 available parking spaces, were in use. The Four Seasons Self Storage had a 100-percent building occupancy, peak parking demand of 19 parking spaces, or 126.3 percent of the 15 available parking spaces at 1:00 p.m. The Safeguard Self Storage had a 100-percent building occupancy, peak parking demand of 12 parking spaces, or 104.9 percent of the 11 available parking spaces at 3:30 p.m.

**Tables 2 4 and 6, Tuesday Parking Occupancy,** shows the results of the parking occupancy measurements for each study site between the hours of 9:00 a.m. and 6:00 p.m. As with the Saturday results, the number of occupied parking spaces was adjusted to reflect peak season and 100 percent occupancy levels.

When the parking demand adjustments were made to consider peak-season, 100-percent building occupancy, the total peak parking demand at Extra Space Self Storage was found to occur at both 10:30 a.m. and 11:30 a.m. when 12 parking spaces, or 106.3 percent of the 11 available parking spaces, were in use. The Four Seasons Self Storage had a 100-percent building occupancy, peak parking demand of 13 parking spaces, or 86.6 percent of the 15 available parking spaces at both 11:00 a.m. and 12:30 p.m. The Safeguard Self Storage had a 100-percent building occupancy, peak parking demand of 9 parking spaces, or 78.7 percent of the 11 available parking spaces at 3:30 p.m.

**Table 7, Average Saturday Peak Parking Rate,** displays the results of combining the total 100-percent occupied building, peak-season, Saturday parking demand at the three study sites to produce an average parking demand rate per thousand square feet of building area. As the table shows, the average parking rate per thousand square feet of building area is 0.1490.



**Table 8, Average Tuesday Peak Parking Rate,** displays the results of combining the total 100-percent occupied building, peak-season, Tuesday parking demand at the three study sites to produce an average parking demand rate per thousand square feet of building area. As the table shows, the average parking rate per thousand square feet of building area is 0.1261.

Applying the average parking rates per thousand square feet of building area shown in Tables 7 and 8 to the proposed 122,250-square-foot Pembroke Park Self Storage results in an expected peak-season parking demand of 18 parking spaces on Saturday and 16 parking spaces on Tuesday. Comparing the highest parking demand (18 parking spaces) to the actual number of parking spaces proposed under the current site plan (also 18), it would appear that sufficient numbers of parking spaces/loading zones have been provided for the new development—even for 100-percent building occupancy under peak-season conditions.

In their seminal document *Parking*, the Eno Foundation noted that an appropriate design objective when laying out parking spaces was to design for 85 percent of the peak annual parking demand. The 18 parking spaces proposed for the Pembroke Park Self Storage are expected to provide for 100 percent of the expected parking demand.

**Conclusions**

Based on these findings, the total future peak-season parking demand expected at the Pembroke Park Self Storage (18 parking spaces on a peak-season Saturday) will be satisfied by the fourteen parking spaces and four loading zones proposed as a part of the project site plan.

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Very truly yours,

Thomas A. Hall
President

TAH/kh
Enclosures

Peter Partington, P.E.
FL Registration No. 45099
1521 NE 53rd Street
Ft. Lauderdale, FL 33334

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**J F O  G R O U P  I N C**
**Traffic Engineering • Transportation Planning**

www.jfogroupinc.com

September 21, 2021 *Sent via e-mail: jzito@ferbercompany.com*

Jeff Zito
Vice President, Project & Construction Services
The Ferber Company
2655 North Ocean Drive, Ste. 401, Singer Island, Fl 33404
561.210.9105 (O) | 561.914.0411 (C)

**Re: Seneca Town Center**
**Off Street Parking Reduction Request (Self-Storage Parcel)**
**3195 W Hallandale Beach Boulevard, Pembroke Park, FL**
**Parcel ID 514220170073**

JFO Group Inc. has been retained to evaluate a parking analysis to determine compliance with *Sec. 28-301.2. - Parking reduction* of *the Town of Pembroke Park Land Development Code*. This parking analysis is associated with a Site Plan application for the Seneca Town Center property. The subject property contains ±6.22 acres zoned B-1 Business District, located at the northeast corner of Hallandale Beach Boulevard/SR 824 and Seneca Boulevard/SW 32nd Avenue in the Town of Pembroke Park. Figure 1 shows the project location in relation to the transportation network.

The Seneca Town Center project is proposing a gas station consisting of a 5,636 SF C-Store with 16 FPs, a 2,122 SF Fast Food Restaurant with Drive-Through, a 3,018 SF Drive-in Bank/Office/Retail building, and a 121,900 SF Self-Storage facility. Exhibit 1 includes a copy of the proposed site plan. The proposed site plan includes 132 parking spaces. The gas station, fast food restaurant and bank/office/retail parcels will provide more parking supply than what it is required by Code. On the other hand, since *Sec. 28-301.- Minimum requirements* does not include self-storage, this parking reduction is being provided. The closest category included in *Sec. 28-301* is *Industrial* which does not reflect the operations of a self-storage facility like the one being proposed at the Seneca Town Cener.

**Figure 1 : Project Location**

Table 1 includes the parking requirements for each proposed use as defined in the town's land development code. Table 2 includes parking demand calculations for the proposed self-storage using the latest edition of the *Parking Generation Manual* from the Institute of Transportation Engineers (ITE) and a parking demand calculation based on the off-street parking reduction request approved for a ±122,275 SF self-storage located at 2801 John P Lyons Lane. Exhibit 2 includes excerpts from the ITE Parking Generation Manual while Exhibit 3 includes excerpts from the parking reduction memorandum for the 2801 John P Lyons Lane self-storage facility.

The applicant is seeking this parking reduction in order to allow a greater use of the property by demonstrating that the proposed self-storage parking demand is a mere fraction of the Town's code. If granted, this technical deviation will allow the applicant to better serve the community, by providing self-storage services for its surrounding neighborhood. In this manner, the requested deviation will provide adequate parking supply to meet the anticipated parking demand.


6671 W Indiantown Rd • Suite 50-324 • Jupiter, Florida 33458
T: (561) 462-5364 • F: (561) 465-8044 • info@jfo.us

**Table 1: Parking Required by Code Vs Parking Provided**

| Land Use | Land Development Code - Sec. 28-301. Off-Street Parking Requirements | Proposed Intensity | Parking Supply required by Code | Parking Provided |
|---|---|---|---|---|
| **Gas Station C-Store** | One (1) parking space for every three hundred (300) square feet of floor area | ±5,636 SF | 19 | 55 |
| **Fast Food** | One (1) parking space for each fifty (50) square feet of floor area devoted to patron use within the establishment | ±2,122 SF | 26 | 35 |
| **Bank/Office /Retail** | One (1) parking space for each three hundred (300) square feet of floor area | ±3,018 SF | 10 | 22 |
| **Self-Storage** | One (1) parking space for each six hundred (600) square feet of the gross floor area in the building | ±121,900 SF ±900 Units | 203 | 20 |

The proposed self-storage building will consist of ±121,900 SF and will accommodate ±900 storage units. As shown in Table 2, the proposed parking supply being provided for the self-storage will be able to accommodate the parking demand being generated.

**Table 2: Self-Storage Parking Demand**

| | Parking Ratio | Parking Demand | Parking Provided |
|---|---|---|---|
| **ITE Parking Generation Manual** | 1.36 parking spaces for each 100 storage units | 12 | 20 |
| **2801 John P Lyons Lane Self-Storage** | One (1) parking space for each 8,734 square feet of gross floor area | 14 | |

Figure 2 shows the proposed parking supply allocated to the self-storage parcel. Please note that the six (6) parking spaces on the western side of the self-storage building belong to the Bank/Office/Retail parcel.

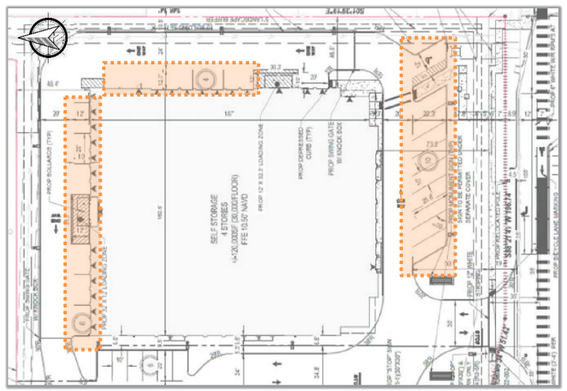


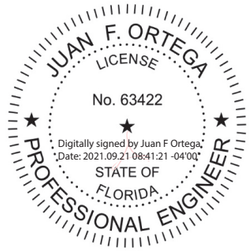
**Figure 2: Self Storage Parking Layout**

Approval of this parking reduction will not be detrimental to the public welfare, or injurious to property or improvements in the surrounding area or neighborhood. Consequently, we are respectfully requesting an approval for providing 20 parking spaces for the self-storage parcel at the Seneca Town Center project instead of the 203 spaces required by code. This translates into a parking reduction from the Town's ratio of One (1) parking space for each 600 square feet of gross floor area (1:600) to a ratio of One (1) parking space for each 6,095 square feet of the gross floor area (1:6,095).


6671 W Indiantown Rd • Suite 50-324 • Jupiter, Florida 33458
T: (561) GO2-JFOG • www.jfogroupinc.com • info@jfo.us

Sincerely,

**JFO GROUP INC**
COA Number 32276




Enclosures: Exhibit 1: Proposed Site Plan
Exhibit 2: ITE Parking Generation Rates
Exhibit 3: 2801 John P Lyons Lane Self-Storage Parkin Reduction Excerpts


6671 W Indiantown Rd • Suite 50-324 • Jupiter, Florida 33458
T: (561) GO2-JFOG • www.jfogroupinc.com • info@jfo.us

This item has been electronically signed and sealed by Dr. Juan F. Ortega, PE on September 21, 2021 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

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**NOTES:**

1. THE SUBJECT PROPERTY IS THE LANDS OF PUBLIC STORAGE OPERATING COMPANY, AS RECORDED IN INSTRUMENT NUMBER 119533953, AMONG THE LANDS RECORDS OF BROWARD COUNTY, FLORIDA AND HAVING A PID OF 5142 20 01 0130 PER THE BROWARD COUNTY PROPERTY APPRAISER. THE PROPERTY IS LYING IN SECTION 20, TOWNSHIP 51 SOUTH; RANGE 42 EAST.
2. AREA = 105,683 SQUARE FEET OR 2.426 ACRES (MEASURED).
3. APPROXIMATE LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON WITHIN THE RIGHT-OF-WAY OF SW 315T AVENUE AND IN THE NORTHWEST CORNER OF THE SUBJECT PROPERTY WERE MARKED BY A PRIVATE UTILITY MARKOUT PERFORMED BY BLOOD HOUND, LLC ON AUGUST 2, 2024 AND FIELD LOCATED WITH CONVENTIONAL FIELD SURVEY METHODS UNLESS OTHERWISE NOTED.
4. THIS SURVEY WAS PERFORMED IN THE FIELD ON MAY 23, 2023 AND AUGUST 5, 2024 UTILIZING THE REFERENCE DOCUMENTS AS LISTED HEREON AND DEPICTS BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS. REVISIONS LISTED ON THIS SURVEY APPLY ONLY TO THE SPECIFIC CHANGES REFERENCED, AND DO NOT CONSTITUTE AN UPDATE OF OTHER DATA ON THIS SURVEY. THE "SURVEY DATE" SHOWN HEREON IS THE APPLICABLE DATE AS RELATED TO PROVISIONS OF STATUTES OF LIMITATION UNLESS NOTED OTHERWISE.
5. ELEVATIONS ARE BASED ON NAVD88 DATUM DETERMINED BY GPS OBSERVATIONS AND TIED IN TO THE NGS BENCHMARK NO. AC2377 WITH A PUBLISHED ELEVATION OF 6.98 FEET.
6. THE PROPERTY IS LOCATED IN SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD ZONE AH (EL 7) (FLOOD DEPTHS OF 1 TO 3 FEET USUALLY AREAS OF PONDING); BASE FLOOD ELEVATIONS DETERMINED) PER MAP ENTITLED "FIRM, FLOOD INSURANCE RATE MAP, BROWARD COUNTY, FLORIDA AND INCORPORATED AREAS, PANEL 731 OF 751", MAP NUMBER 12011C0731H, WITH A MAP EFFECTIVE DATE OF AUGUST 18, 2014.
7. ZONING: M-1 INDUSTRIAL DISTRICT

   BUILDING SETBACKS

   FRONT: 53 FEET OF CENTERLINE FROM PEMBROKE ROAD
   SIDE: 10 FEET
   REAR: 10 FEET

   ALL ZONING INFORMATION WAS PROVIDED IN A ZONING REPORT PREPARED BY BOHLER ENGINEERING FL, LLC., DATED JUNE 06, 2023 AND MUST BE VERIFIED PRIOR TO USE OR RELIANCE UPON SAME, TO CONFIRM THE ZONING INFORMATION REPRESENTS AND DEPICTS THE THEN-CURRENT SITE-SPECIFIC INFORMATION." SHOULD THERE BE ANY CHANGE IN USE, SETBACK(S) AND/OR SET BACK REQUIREMENTS, ZONING CLASSIFICATION AND/OR ANY OTHER CHANGE OR VARIATION FROM THE CONDITIONS RECORDED HEREIN, THE CLIENT MUST VERIFY COMPLIANCE WITH THE USE, SET BACK, ZONING CLASSIFICATION AND/OR ORDINANCE, REGULATION OR LEGAL REQUIREMENT, PRIOR TO USING OR RELYING UPON THE FINDINGS RECORDED HEREIN, OR REFERENCING SAME AS RELATED TO THE PROPERTY, PROJECT AND/OR DEVELOPMENT.
8. NO SURVEY OF SUBTERRANEAN STRUCTURES OR INTERIOR SPACES SUCH AS FOOTINGS, FOUNDATIONS, VAULTS OR BASEMENTS WAS PERFORMED AS PART OF THIS LAND SURVEY, AND THIS PLAN SHOULD NOT BE CONSTRUED AS CERTIFICATION TO THE EXISTENCE OR LOCATION OF THE SAME.
9. TREES 4 INCHES DIAMETER AT BREAST HEIGHT (DBH) AND LARGER HAVE BEEN LOCATED WITHIN THE PROJECT BOUNDARY.
10. PARKING: 12 STANDARD
11. THERE ARE NO VISIBLE ENCROACHMENTS EXCEPT AS SHOWN ON THE SURVEY. ENCROACHMENT IS A LEGAL CONDITION, NOT A MATTER OF SURVEY AND, AS A RESULT, THERE MAY BE OTHER POSSIBLE ENCROACHMENTS AFFECTING THE PROPERTY THAT ARE NOT SHOWN.
12. THE PROPERTY HAS ACCESS ALONG W. PEMBROKE ROAD (S.R. 824) AND S.W. 31ST AVENUE.
13. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULES 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
14. BASIS OF BEARINGS: THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 - 2011 ADJUSTMENT, HOLDING THE NORTH LINE OF SOUTHEAST 1/4 OF SECTION 20, AS BEING NORTH 87°32'27" EAST.
15. ALL DISTANCES ARE MEASURED GROUND DISTANCES UNLESS NOTED OTHERWISE.
16. THE CONTRACTED PURPOSE OF THIS SURVEY IS FOR PERMITTING AND SITE PLAN. THIS SURVEY IS NOT VALID FOR ANY OTHER USE.
17. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY ANYONE OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
18. THIS SURVEY WAS PREPARED FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE:
    PUBLIC STORAGE.
19. THIS MAP IS INTENDED TO BE DEPICTED AT A SCALE OF 1"=20' ON 24"X36" SHEETS. UNITS SHOWN ARE U.S. SURVEY FEET.
20. © COPYRIGHT 2024 BY BOHLER ENGINEERING FL, LLC.
    REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND STAMP, OR A DIGITALLY VERIFIED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BOHLER ENGINEERING FL, LLC.

**UTILITIES:**

THE FOLLOWING COMPANIES WERE NOTIFIED BY SUNSHINE 811 UTILITY SYSTEM (1-800-432-4770) AND REQUESTED TO MARK OUT UNDERGROUND FACILITIES AFFECTING AND SERVICING THIS SITE. THE UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED UPON THE UTILITY COMPANIES RESPONSE TO THIS REQUEST. SERIAL NUMBER(S): 130306659

| UTILITY COMPANY | LOCATE STATUS | PHONE NUMBER |
|---|---|---|
| A T & T/ DISTRIBUTION | NO CONFLICT | (888) 357-1922 |
| BROWARD COUNTY TRAFFIC ENGINEERING | MARKED | (954) 847-2642 |
| BROWARD COUNTY WATER AND WASTEWATER SERVICES | MARKED | (954) 831-3236 |
| CITY OF HOLLYWOOD PUBLIC UTILITIES DEPT | MARKED | (954) 921-3046 |
| CITY OF HOLLYWOOD, PUBLIC WORKS DEPARTMENT | MARKED | (305) 412-0891 |
| COMCAST CABLE | MARKED | (800) 778-9140 |
| CROWN CASTLE NG | MARKED | (855) 933-4237 X1 |
| ELAND ENGINEERING / FDOT DISTRICT 4 | NO CONFLICT | (954) 847-2690 |
| FLORIDA CITY GAS | NO CONFLICT | (772) 224-3925 |
| FLORIDA POWER & LIGHT--BROWARD | MARKED | (800) 778-9140 |
| LUMEN | NO CONFLICT | (877) 366-8344 X3 |
| MCI | MARKED | (800) 624-9675 |
| SPRINT | MARKED | (800) 521-0579 X5141 |
| TOWN OF PEMBROKE PARK | UNMARKED | (561) 314-4445 |

811 Know what's **below.** **Call** before you dig. Dial 811 Or Call 800-432-4770

**LEGAL DESCRIPTION**

THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 LYING WEST OF THE SEABOARD ALL-FLORIDA RAILROAD RIGHT-OF-WAY, LESS THE WEST 150 FEET, AND LESS THE SOUTH 700 FEET, AND LESS PEMBROKE ROAD RIGHT-OF-WAY, ALL IN SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

AND LESS AND EXCEPT THEREFROM THAT CERTAIN LAND ACQUIRED FOR SECTION 8601-2502 OF STATE ROAD 824 (PEMBROKE ROAD) BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND KNOWN AS PARCEL NO. 100 AS DESCRIBED BY AMENDED ORDER OF TAKING FILED IN CASE NO. 93-05799-05 OF THE CIRCUIT COURT IN AND FOR BROWARD COUNTY, FLORIDA, RECORDED FEBRUARY 8, 1994, IN OFFICIAL RECORDS BOOK 21737, PAGE 638, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AS-SURVEYED DESCRIPTION:

BEGINNING AT THE NORTHWEST CORNER OF TRACT A, SOUTHERN STEEL "P" BLDG. PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22 PAGE 34, INCLUSIVE, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALSO BEING THE EAST LINE OF S.W. 31ST AVENUE, A 50 FOOT WIDE RIGHT OF WAY; THENCE WITH SAID EAST LINE NORTH 02°12'12" WEST, A DISTANCE OF 280.06 FEET TO THE SOUTH LINE OF WEST PEMBROKE ROAD AS SHOWN AND DESCRIBED IN FLORIDA DEPARTMENT OF TRANSPORTATION SECTION MAP 86018-2502; THENCE WITH SAID SOUTH LINE NORTH 89°49'53" EAST A DISTANCE OF 166.67 FEET; THENCE NORTH 87°32'27" EAST, A DISTANCE OF 141.66 FEET; THENCE ALONG THE SOUTH LINE OF PARCEL NO. 100 AS DESCRIBED IN OFFICIAL RECORDS BOOK 21737 PAGE 638, SOUTH 86°59'24" EAST, A DISTANCE OF 108.60 FEET; THENCE DEPARTING SAID SOUTH LINE AND WITH THE WEST LINE OF A SEABOARD AIRLINE RAILROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 15424 PAGE 731, SOUTH 02°18'44" EAST, A DISTANCE OF 243.62 FEET TO THE NORTHEAST CORNER OF SAID TRACT A; THENCE ALONG THE NORTH LINE OF SAID TRACT A, SOUTH 87°37'08" WEST, A DISTANCE OF 416.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 105,683 SQUARE FEET OR 2.426 ACRES.

**TITLE NOTES:**

THIS SURVEY IS PREPARED WITH REFERENCE TO A COMMITMENT FOR TITLE INSURANCE PREPARED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 11152257, WITH A COMMITMENT DATE OF MAY 26, 2023. OUR OFFICE HAS REVIEWED THE FOLLOWING SURVEY RELATED EXCEPTIONS IN SCHEDULE B, PART II EXCEPTIONS FROM COVERAGE.

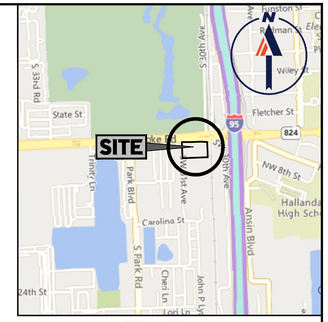
(6) RIGHT-OF-WAY FOR STATE ROAD NO. 824 (A/K/A PEMBROKE ROAD), AS DEPICTED BY RIGHT OF WAY SURVEY RECORDED DECEMBER 3, 1998, IN R/W MAP BOOK 13, PAGE 17. (A PORTION OF SAME BEING CONVEYED BY BROWARD COUNTY, FLORIDA, TO THE STATE OF FLORIDA FOR THE USE AND BENEFIT OF THE STATE ROAD DEPARTMENT OF FLORIDA, BY COUNTY DEED RECORDED MARCH 20, 1969, IN OFFICIAL RECORDS BOOK 3887, PAGE 114.) SAID RIGHT-OF-WAY BEING A LIMITED ACCESS FACILITY PURSUANT TO RESOLUTION OF THE SECRETARY OF TRANSPORTATION RECORDED SEPTEMBER 18, 1992, IN OFFICIAL RECORDS BOOK 19880, PAGE 729; **AFFECTS THE SUBJECT PROPERTY. PLOTTABLE ITEMS SHOWN.**

(7) DEVELOPER'S AGREEMENT - WATER SERVICE BY AND BETWEEN BROWARD COUNTY, FLORIDA, AND THE TOWN OF PEMBROKE PARK, RECORDED DECEMBER 21, 1984, IN OFFICIAL RECORDS BOOK 12213, PAGE 606; **AFFECTS THE SUBJECT PROPERTY. NO PLOTTABLE ITEMS.**

(8) EASEMENT IN FAVOR OF BROWARD COUNTY, FLORIDA, RECORDED NOVEMBER 19, 1986, IN OFFICIAL RECORDS BOOK 13915, PAGE 634; **DOES NOT AFFECT THE SUBJECT PROPERTY. AFFECTS THE LANDS TO THE SOUTH. EASEMENT SHOWN.**

(9) CONTINUING CONDITIONS AND OBLIGATIONS OF CONSENT DECREE FILED IN CIVIL ACTION NO. 91-2014 OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, MIAMI DIVISION, RECORDED JANUARY 8, 1997, IN OFFICIAL RECORDS BOOK 25882, PAGE 1; **THE SUBJECT PROPERTY FALLS WITHIN THE LIMITS OF THE DECREE. NO PLOTTABLE ITEMS.**

(10) TELECOMMUNICATIONS EASEMENT IN FAVOR OF SPRINT COMMUNICATIONS COMPANY L.P., AS GRANTED BY AMENDED EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION FILED NOVEMBER 30, 2012, IN CIVIL ACTION NO. 3:11-CV-343-HLA-MCR OF UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA, JACKSONVILLE DIVISION, AND RECORDED JUNE 12, 2013, IN OFFICIAL RECORDS BOOK 49895, PAGE 466, AS REPLACED IN ITS ENTIRETY BY AMENDED EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION FILED IN SAID CASE NOVEMBER 30, 2012, AND RECORDED OCTOBER 18, 2013, IN OFFICIAL RECORDS BOOK 50264, PAGE 1803, AND AS AFFECTED BY NOTICE OF SUBSTITUTION OF EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION RECORDED NOVEMBER 22, 2013, IN OFFICIAL RECORDS BOOK 50355, PAGE 1901; **THE SUBJECT PROPERTY FALLS WITHIN THE LIMITS OF THE EASEMENT. EASEMENT IS BLANKET IN NATURE AND NOT PLOTTABLE.**




***LOCATION MAP***

SCALE: 1"=1000'

TO: CHICAGO TITLE INSURANCE COMPANY; PUBLIC STORAGE OPERATING COMPANY, A MARYLAND REAL ESTATE INVESTMENT TRUST; & PUBLIC STORAGE PROPERTIES IV, LTD., A DISSOLVED CALIFORNIA LIMITED PARTNERSHIP.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(A)*, 7(A)(B1)(C), 8, 9, 11(A), 13, & 14 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 5, 2024.

Digitally signed by cwoodyard
DN:
E=cwoodyard@bohlereng.com,
CN=cwoodyard
Date: 2024.08.08 14:06:34-04'00'

COLLIN WOODYARD
Licensed Number L57423
STATE OF FLORIDA
Professional Surveyor and Mapper

COLLIN WOODYARD
PROFESSIONAL SURVEYOR AND MAPPER NO. LS7423

THIS CERTIFICATION IS MADE TO ONLY NAMED PARTIES FOR PURCHASE AND/OR MORTGAGE OF HEREIN DELINEATED PROPERTY BY THE NAMED PURCHASER. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY SURVEYOR FOR THE USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING, BUT NOT LIMITED TO, USE OF SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION, EITHER DIRECTLY OR INDIRECTLY.

| No. | DESCRIPTION OF REVISION | BY: | DATE |
|---|---|---|---|
| 1 | ADDED ADDITIONAL TOPOGRAPHIC RIGHT-OF-WAY INFORMATION | GOS | 08/07/2024 |

***ALTA/NSPS LAND TITLE SURVEY***

PUBLIC STORAGE

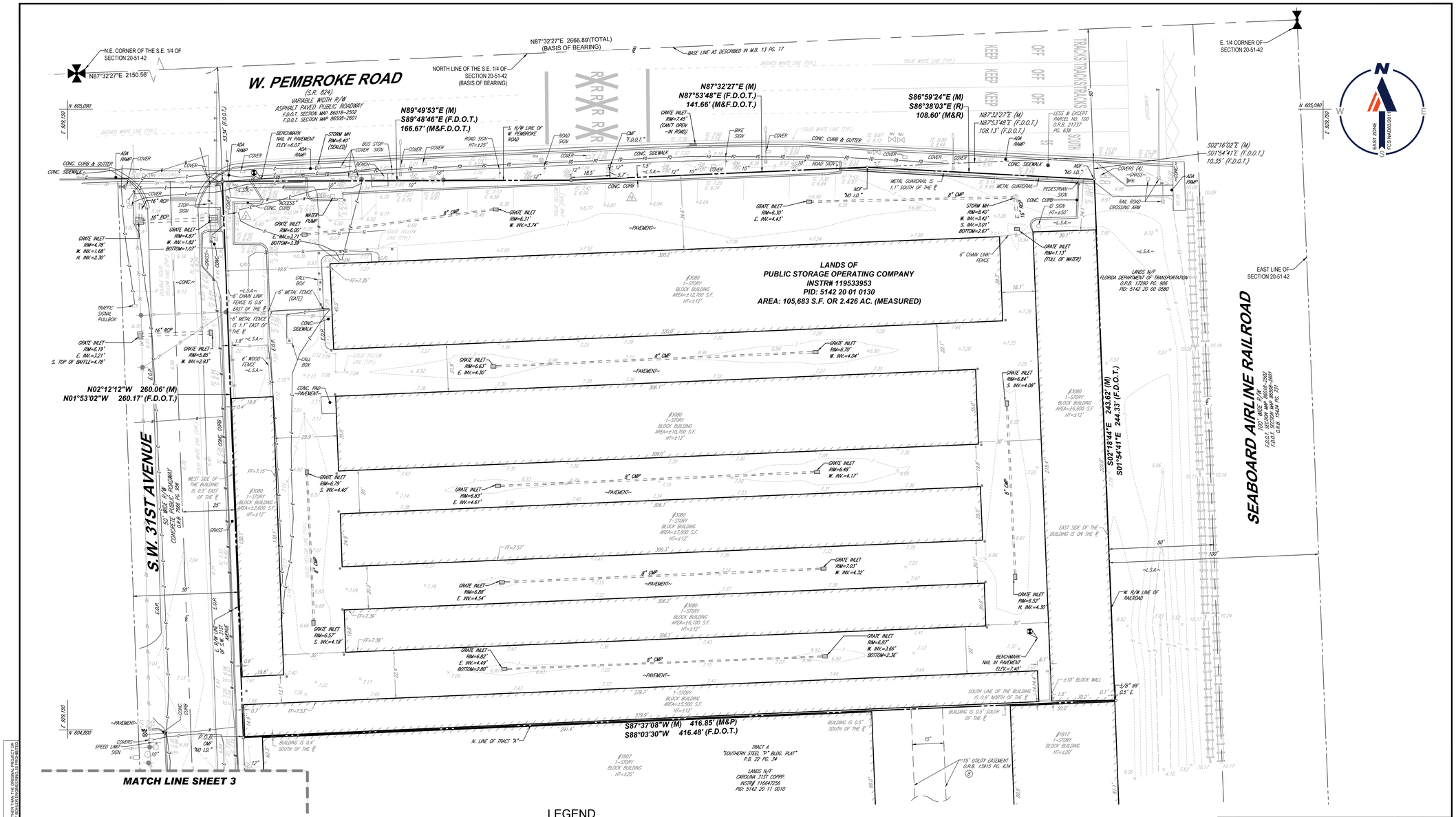
3080 W. PEMBROKE ROAD
PEMBROKE PARK, FLORIDA
BROWARD COUNTY

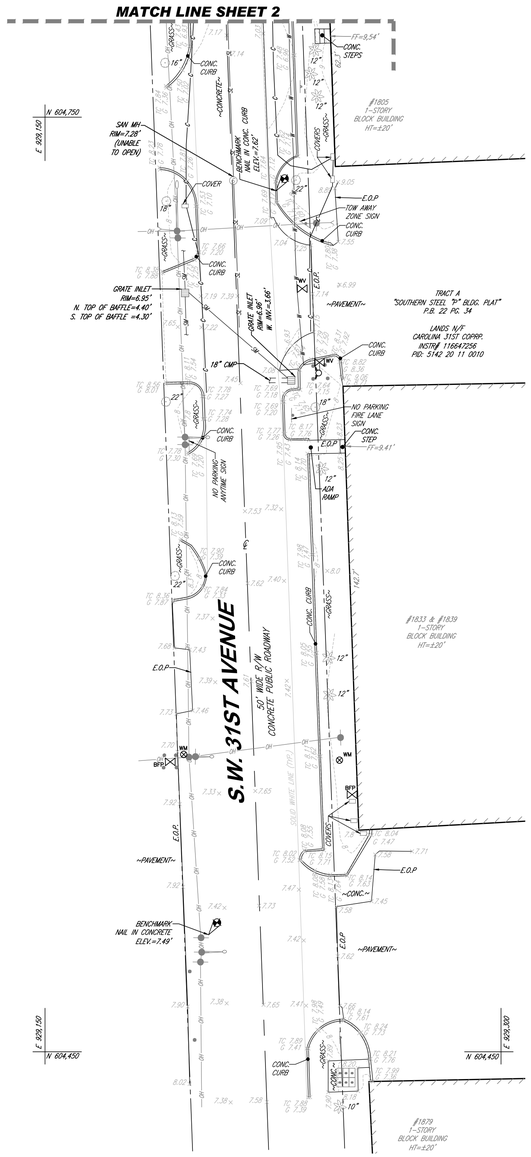
| | |
|---|---|
| FILE NO. | FLC230008 |
| DATE | 06/12/2023 |
| FIELD DATE | 06/05/2024<br>05/23/2023 |

BOHLER
1900 CORPORATE BLVD. NW, SUITE 101E
BOCA RATON, FLORIDA 33431
561.571.0280
www.bohlerengineering.com
CERT. OF AUTHORIZATION: LB#8585
■ BOCA RATON, FL ■ MIAMI, FL ■ TAMPA, FL ■ ATLANTA, GA ■ RALEIGH, NC ■ CHARLOTTE, NC ■ DALLAS, TX
● CIVIL ENGINEERING ● LAND SURVEYING ◆ PROGRAM MANAGEMENT ◆ PLANNING & LANDSCAPE ARCHITECTURE ● SUSTAINABLE DESIGN

| CREW CHIEF | DRAWN | REVIEWED | APPROVED | SCALE | DWG. NO. |
|---|---|---|---|---|---|
| M.S. | A.S. | P.D. | A.S. | N/A | 1 OF 3 |

BOHLER ENGINEERING - ALL RIGHTS RESERVED
USE OF THESE PLANS, IDEAS AND DESIGNS FOR ANY PURPOSE OTHER THAN THE ORIGINAL PROJECT OR THE PURPOSE ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING, IS PROHIBITED


W. PEMBROKE ROAD
(S.R. 824)
VARIABLE WIDTH R/W
ASPHALT PAVED PUBLIC ROADWAY
F.D.O.T. SECTION MAP 86018-2502
F.D.O.T. SECTION MAP 86508-2601
N87°32'27"E 2666.89'(TOTAL)
(BASIS OF BEARING)
NORTH LINE OF THE S.E. 1/4 OF SECTION 20-51-42
(BASIS OF BEARING)
N.E. CORNER OF THE S.E. 1/4 OF SECTION 20-51-42
N87°32'27"E 2150.56'
E. 1/4 CORNER OF SECTION 20-51-42
N 605,090
E 809,150
N89°49'53"E (M)
S89°48'46"E (F.D.O.T.)
166.67' (M&F.D.O.T.)
N87°32'27"E (M)
N87°53'48"E (F.D.O.T.)
141.66' (M&F.D.O.T.)
S86°59'24"E (M)
S86°38'03"E (R)
108.60' (M&R)
N87°32'27"E (M)
N87°53'48"E (F.D.O.T.)
108.13' (F.D.O.T.)
S02°16'02"E (M)
S01°54'41"E (F.D.O.T.)
10.35' (F.D.O.T.)
BASE LINE AS DESCRIBED IN M.B. 13 PG. 17
LESS & EXCEPT PARCEL NO. 100 O.R.B. 21737 PG. 638
KEEP OFF TRACKS
LANDS OF
PUBLIC STORAGE OPERATING COMPANY
INSTR# 119533953
PID: 5142 20 01 0130
AREA: 105,683 S.F. OR 2.426 AC. (MEASURED)
#3080 1-STORY BLOCK BUILDING AREA=±12,700 S.F. HT=±12'
#3080 1-STORY BLOCK BUILDING AREA=±10,700 S.F. HT=±12'
#3080 1-STORY BLOCK BUILDING AREA=±7,600 S.F. HT=±12'
#3080 1-STORY BLOCK BUILDING AREA=±6,100 S.F. HT=±12'
#3080 1-STORY BLOCK BUILDING AREA=±5,500 S.F. HT=±12'
#3080 1-STORY BLOCK BUILDING AREA=±16,600 S.F. HT=±12'
#1817 1-STORY BLOCK BUILDING HT=±20'
#1807 1-STORY BLOCK BUILDING HT=±20'
LANDS N/F FLORIDA DEPERMENT OF TRANSPORTATION O.R.B. 17290 PG. 986 PID: 5142 20 00 0580
SEABOARD AIRLINE RAILROAD
100' WIDE R/W F.D.O.T. SECTION MAP 86508-2502 F.D.O.T. SECTION MAP 86508-2601 O.R.B. 1542 PG. 701
EAST LINE OF SECTION 20-51-42
S.W. 31ST AVENUE
50' WIDE R/W CONCRETE PUBLIC ROADWAY O.R.B. 1542 PG. 696
E.O.P.
E R/W LINE OF S.W. 31ST AVENUE
N02°12'12"W 260.06' (M)
N01°53'02"W 260.17' (F.D.O.T.)
S02°18'44"E 243.62' (M)
S01°54'41"E 244.33' (F.D.O.T.)
S87°37'08"W (M) 416.85' (M&P)
S88°03'30"W 416.48' (F.D.O.T.)
N. LINE OF TRACT "A"
TRACT A
"SOUTHERN STEEL 7" BLDG. PLAT"
P.B. 22 PG. 34
LANDS N/F
CAROLINA 31ST CORPP.
INSTR# 116647256
PID: 5142 20 11 0010
P.O.B.
CM
"NO I.D."
W. R/W OF RAILROAD
EAST SIDE OF THE BUILDING IS ON THE ℄
SOUTH LINE OF THE BUILDING IS 0.9' NORTH OF THE ℄
BUILDING IS 0.5' SOUTH OF THE ℄
BUILDING IS 13.3' SOUTH OF THE ℄
BUILDING IS 0.4' SOUTH OF THE ℄
15' UTILITY EASEMENT O.R.B. 13915 PG. 634
±10" BLOCK WALL
5/8" IRF 0.5' E
MATCH LINE SHEET 3
GRATE INLET RIM=4.78' W. INV.=1.68' N. INV.=2.30'
GRATE INLET RIM=6.19' E. INV.=3.21' S. TOP OF BAFFLE=4.78'
GRATE INLET RIM=4.87' W. INV.=1.82' BOTTOM=1.07'
GRATE INLET RIM=5.85' W. INV.=2.93'
GRATE INLET RIM=6.00' E. INV.=3.71' BOTTOM=3.36'
GRATE INLET RIM=6.31' W. INV.=3.74'
GRATE INLET RIM=6.30' E. INV.=4.43'
GRATE INLET RIM=6.70' W. INV.=4.04'
GRATE INLET RIM=6.63' E. INV.=4.30'
GRATE INLET RIM=6.79' S. INV.=4.40'
GRATE INLET RIM=6.83' E. INV.=4.61'
GRATE INLET RIM=6.88' E. INV.=4.54'
GRATE INLET RIM=6.53' S. INV.=4.18'
GRATE INLET RIM=6.62' E. INV.=4.49' BOTTOM=2.80'
GRATE INLET RIM=6.87' W. INV.=3.66' BOTTOM=2.36'
GRATE INLET RIM=6.84' S. INV.=4.08'
GRATE INLET RIM=6.65' W. INV.=4.17'
GRATE INLET RIM=7.03' W. INV.=4.32'
GRATE INLET RIM=6.52' N. INV.=4.30'
GRATE INLET RIM=7.45' (CAN'T OPEN -IN ROAD)
GRATE INLET RIM=1.13' (FULL OF WATER)
STORM MH RIM=8.40' W. INV.=3.42' S. INV.=3.01' BOTTOM=2.67'
BENCHMARK NAIL IN PAVEMENT ELEV.=6.07'
STORM MH RIM=8.40' (SEALED)
BENCHMARK NAIL IN PAVEMENT ELEV.=7.40'
BUS STOP
BENCH
STOP SIGN
ROAD SIGN HT=±25'
BIKE SIGN
PEDESTRIAN SIGN
ID SIGN HT=±50'
RAIL ROAD CROSSING ARM
COVERS (4) ~GRASS~
CONC. CURB & GUTTER
CONC. SIDEWALK
METAL GUARDRAIL
METAL GUARDRAIL IS 1.1' SOUTH OF THE ℄
6" CHAIN LINK FENCE
4" CHAIN LINK FENCE IS 0.8' EAST OF THE ℄
6" METAL FENCE IS 1.1' EAST OF THE ℄
6" METAL FENCE (GATE)
6" WOOD FENCE
CONC. PAD
CONC. CURB
CONC. SIDEWALK
ACCESS
WATER PUMP
CALL BOX
TRAFFIC SIGNAL PULLBOX
SPEED LIMIT SIGN
COVERS
~PAVEMENT~
~L.S.A.~
~CONC.~
~GRASS~
16" RCP
8" CMP
10" RCP
12" RCP
18" RCP
NDF
"NO I.D."
FF=7.15'
FF=7.57'
FF=7.39'
FF=7.38'
FF=7.53'
IF=7.35'
TC 6.67
BC 6.17
TC 6.88
BC 6.44
TC 7.28
BC 6.78
TC 7.92
BC 7.42
TC 8.04
BC 7.54
TC 10.01
BC 9.51
TC 10.84
BC 10.34
TC 10.84
BC 10.34
TC 10.84
BC 10.34




## LEGEND

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| EXISTING CONTOUR | SIGN | TRAFFIC SIGNAL | O.R.B. | OFFICIAL RECORD BOOK | L.S.A. | LANDSCAPED AREA | M.B. | PLAT | P.O.B. | POINT OF BEGINNING |
| EXISTING SPOT ELEVATION | CLEAN OUT | TRAFFIC SIGNAL POLE | PG. | PAGE | CMP | CORRUGATED METAL PIPE | FCS | FLORIDA COORDINATE SYSTEM | | MAIL BOX |
| EXIST. TOP OF CURB ELEVATION | IRRIGATION COVER VALVE | UTILITY POLE/LIGHT POLE | N. | NORTH | RCP | REINFORCED CONCRETE PIPE | NAD | NORTH AMERICANA DATUM | c | APPROX. LOC. UNDERGROUND CABLE LINE PER PRIVATE UTILITY MARKOUT |
| EXIST. GUTTER ELEVATION | PAINTED ARROWS | GUY WIRE | S. | SOUTH | (TYP.) | TYPICAL | NAVD | NORTH AMERICAN VERTICAL DATUM | c | APPROX. LOC. UNDERGROUND GAS LINE PER PRIVATE UTILITY MARKOUT |
| HYDRANT | TITLE REPORT EXCEPTION | FENCE | E. | EAST | ADA | AMERICANS WITH DISABILITIES ACT | NGS | NATIONAL GEODETIC SURVEY | w | APPROX. LOC. UNDERGROUND WATER LINE PER PRIVATE UTILITY MARKOUT |
| WATER VALVE | DENOTES PARKING SPACE COUNT | TREE (SIZE AS NOTED) | W. | WEST | MH | MANHOLE | INSTR# | INSTRUMENT NUMBER | t | APPROX. LOC. UNDERGROUND TELEPHONE LINE PER PRIVATE UTILITY MARKOUT |
| WATER METER | BENCHMARK | PALM TREE (SIZE AS NOTED) | CONC. | CONCRETE | ELEV. | ELEVATION | HT | HEIGHT | ss | APPROX. LOC. UNDERGROUND SANITARY LINE PER PRIVATE UTILITY MARKOUT |
| ELECTRIC METER | APPROX. LOC. UNDERGROUND FIBER OPTIC LINE PER UTILITY MARKOUT | IRON REBAR FOUND | IRF | EDGE OF PAVEMENT | S.F. | SQUARE FOOT | | PROPERTY CORNER TO BE SET | sw | APPROX. LOC. UNDERGROUND STORM LINE PER PRIVATE UTILITY MARKOUT |
| STORM DRAIN MANHOLE | APPROX. LOC. UNDERGROUND ELEC. LINE PER UTILITY MARKOUT | CONCRETE MONUMENT FOUND | CMF | CENTERLINE | AC. | ACRE | | PROPERTY CONCRETE MONUMENT | | |
| UTILITY POLE | OVERHEAD WIRES | NAIL & DISK FOUND | NDF | BASE LINE | N/F | NOW OR FORMERLY | (M) | MEASURED | | |
| BOLLARD | RAILROAD TRACK | FLORIDA DEPARTMENT OF TRANSPORTATION | F.D.O.T. | PLUS OR MINUS | INV. | INVERT | (P) | PLAT | | |

20 10 5 0 20
1"=20'

BOHLER ENGINEERING - ALL RIGHTS RESERVED
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| No. | DESCRIPTION OF REVISION | BY: | DATE |
|---|---|---|---|
| 1 | ADDED ADDITIONAL TOPOGRAPHIC RIGHT-OF-WAY INFORMATION | GOS | 08/07/2024 |

**ALTA/NSPS LAND TITLE SURVEY**

PUBLIC STORAGE

3080 W. PEMBROKE ROAD
PEMBROKE PARK, FLORIDA
BROWARD COUNTY

BOHLER
1900 CORPORATE BLVD. NW, SUITE 101E
BOCA RATON, FLORIDA 33431
561.571.0280
www.bohlerengineering.com
CERT. OF AUTHORIZATION: LB#8265
■ BOCA RATON, FL ■ MIAMI, FL ■ TAMPA, FL ■ ATLANTA, GA ■ RALEIGH, NC ■ CHARLOTTE, NC ■ DALLAS, TX
◆ CIVIL ENGINEERING ◆ LAND SURVEYING ◆ PROGRAM MANAGEMENT ◆ PLANNING & LANDSCAPE ARCHITECTURE ◆ SUSTAINABLE DESIGN

| FILE NO. | DATE | FIELD DATE | CREW CHIEF | DRAWN | REVIEWED | APPROVED | SCALE | DWG. NO. |
|---|---|---|---|---|---|---|---|---|
| FLC230008 | 06/12/2023 | 08/05/2024<br>05/23/2023 | M.S. | A.S. | P.D. | A.S. | 1"=20' | 3 OF 3 |

# Agenda Item Report

| | |
|---|---|
| Subject: | Public Storage IV LTD - Site Plan - Planning Consultant Vonder Meulen<br>File No: 23-SP-04<br>Applicant: Public Storage IV LTD<br>Address: 3080 Pembroke Road<br>Request: The applicant is seeking to upgrade and modernize the self-storage facility on the property by demolishing the existing facility.<br>RESOLUTION NO. 2025-002<br>A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A SITE DEVELOPMENT PLAN FOR APPLICATION 23-SP-04 GENERALLY LOCATED AT 3080 PEMBROKE ROAD, PEMBROKE PARK, KNOWN AS THE PUBLIC STORAGE - SELF STORAGE FACILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY: AND PROVIDING FOR AN EFFECTIVE DATE. |
| Meeting Date: | REGULAR COMMISSION MEETING - Jan 15 2025 |
| Prepared For: | Town Commission |
| Staff Contact: | |
| Dept/Group: | Planning and Zoning |
| Recommendation for Counsel to consider: | |
| Background Information: | The applicant is requesting site plan approval to build a new five-story 210,775 gross square foot self-storage with accessory office. |
| Staff Recommendations: | The Consultant Town Planner recommends approval of the site plan application subject to the conditions listed at the end of the staff report. |
| Financial Implications: | |
| Alternatives: | |

**ATTACHMENTS:**

Proposed Resolution 2025-002
Public Storage Site Plan Agenda Memo
23-SP-04 PZB Staff Report Final

01. Site Plan Review Application
02. Amended Pembroke Park Letter of Intent for Site Development Plan and Parking(11947138.2)
03. C-703 LANDSCAPE PLAN
03. C-301 SITE PLAN
04. Landscape Plan
05. Renders

**RESOLUTION NO. 2025-002**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A SITE DEVELOPMENT PLAN FOR APPLICATION 23-SP-04 GENERALLY LOCATED AT 3080 PEMBROKE ROAD, PEMBROKE PARK, KNOWN AS THE PUBLIC STORAGE - SELF STORAGE FACILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY: AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Planning and Zoning Board ("P & Z Board") reviewed the Site Development Plan for application 23-SP-04 application located at 3080 Pembroke Road. at their November 7, 2024, meeting; discussed the matter; and voted to recommend approval of the amendment to the Site Development Plan, subject to the conditions recommended by the Town Planner (planning report attached as Exhibit A); and

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

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

**Section 1:** That the Application for Site Development Plan Approval of Public Storage, a Florida corporation, is hereby approved for construction of a five-story self-storage building consisting of approximately 53,021 square feet of building area as indicated in the revised Site

Development Plan dated June 10, 2020, for that certain real property located 3080 Pembroke Road, Pembroke Park, Florida and more fully described as follows:

20-51-42 N3/4 OF E1/2 OF NE1/4 OF SE1/4 LYING W OF SAL R/W LESS W 150 & LESS S 700 & LESS PEMBROKE RD R/W & LESS PARCEL 100 OF CA 93-5799

**Section 2**: The approval of the Site Development Plan for Public Storage, for the Subject Property is contingent upon compliance with the following conditions Recommended by the, Michael Vonder Meulen AICP, Consultant Town Planner, KEITH:

a. This approval is granted for Site Development Plan dated September 13, 2024.
b. This approval is granted contingent on an approval request for a Parking Reduction (23-PR-02) for a self-storage facility and may not be assigned or transferred to another application without the prior written approval of the Town Commission.
c. The project will be required to pay Town impact fees at the time of the building permit.
d. If the building currently labeled as "Self-Storage Facility" becomes a use that is determined to be more intense by the Town Planner, a new site development plan application may be required.
e. All exterior paint colors will require a Town Paint Permit to be reviewed by the Town Planner in accordance with the Town's adopted color palette.
f. All signage must meet the Town's sign requirements or apply for an appropriate variance.
g. The Site Development Plan approval will expire 18 months from the date of Town Commission approval unless extended in accordance with Section 20-25 of the Code if no valid building permit for site work or a principal building has been issued and kept in force.

**Section 3:** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**Section 4**: If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

**Section 5:** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED this 15th day of January 2025.**

_____
MAYOR ASHIRA MOHAMMED

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

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

# Agenda Request

| | |
|---|---|
| Meeting Date: | January 8, 2025 |
| Subject: | Site Plan 23-SP-04 Public Storage |
| Initiated by: | ☐ Town Commission ☐ Town Attorney ☒ Town Manager / Staff |
| Prepared by: | Name & Title: Michael Vonder Meulen, AICP Town Planner |
| Reviewed by: | Name & Title: Jacob G. Horowitz, Town Attorney |
| Approved by Town Manager: | Signature: |
| Approved by Town Attorney: | Signature: |
| Attachments: | Application, Justification Statement, Site Plan, Survey, Staff Report & Resolution |
| Fiscal Impact: | NA |
| Policy Question(s) for Commission Considerations: | |
| Summary: | See Memo |
| Background: | See Memo |
| Discussion/Analysis: | Public Storage is seeking to upgrade and modernize the self-storage facility on the property by demolishing the existing facility. |
| Options: | Approved, denied or tabled. |
| Advantages: | The project provides an upgraded and modernized self-storage facility. |
| Disadvantages: | The existing facility remains on site. |

| | |
|---|---|
| Possible action: | Approved with conditions outlined in staff report |
| Advantages: | Project moves forward and the existing building is demolished and replace with a modernize self-storage facility. |
| Disadvantages: | Property will not be improved. |
| Staff Recommendations: | Approved with staff conditions |
| Additional Action Needed: | Planning and Zoning Board recommended approval |

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

**TO:** Mayor & Town Commissioners
Town of Pembroke Park

**THRU:** David Lynch, Town Manager

**FROM:** Michael Vonder Meulen, AICP, Consultant Town Planner, KEITH

**MEETING DATE:** January 15, 2025

**SUBJECT:** 23-SP-04 / Site Development Plan for a self-storage facility
3080 Pembroke Road /Public Storage

**APPLICANT:** Public Storage IV LTD / Bohler Engineering FL, LLC

---

**REQUEST:**
The applicant is requesting site plan approval to build a new five-story 210,775 gross square foot self-storage with accessory office.

**RECOMMENDED ACTION:**
The Consultant Town Planner recommends approval of the site plan application subject to the conditions listed at the end of the staff report.

**COMPANION ITEMS TO BE CONSIDERED BY THE TOWN COMMISSION:**

- 23-PR-02 / Parking Reduction

**SITE DATA:**

| | |
|---|---|
| ADDRESS: | 3080 Pembroke Road |
| FOLIO: | 514220010130 |
| PARCEL SIZE: | 2.41 acres |
| EXISTING USE: | Existing 53,021 square foot self-storage facility |
| ZONING: | Industrial (M-1) |
| FUTURE LAND USE: | Industrial (I) |

**ADJACENT PROPERTY DESCRIPTION:**
NORTH: W Pembroke Road / Municipal Golf Course; City of Hollywood
SOUTH: Warehouse; Industrial (M-1)
EAST: Railroad Tracks ROW / Warehouse building; Industrial (MXE)
WEST: Wasteyard Facility / Warehouse; Industrial (M-1)

**PROJECT BACKGROUND**
The Property, located at the southeast corner of Pembroke Road and SW 31st Avenue in the Town of

Pembroke Park, Florida, spans approximately 105,683 square feet (2.43 acres). It is bordered on the east by the Seaboard Airline railroad, SW 30th Avenue, and I-95, with an industrial development to the south. Public Storage acquired the Property in 1978 and developed a traditional self-storage facility in 1979, featuring seven separate ground-floor roll-up garage-style doors typical of the era. Public Storage now seeks to redevelop the site by demolishing the existing facilities and replacing them with a modern 5-story single structure.

The proposed site plan was reviewed by the Town's Development Review Committee and was determined to be substantially compliant with the Town's regulations and ordinances except for required parking which is the subject of a parking reduction request. The review included required water and sewer service and was found to be adequate. The Town has sufficient capacity to accommodate the proposal.

**PROJECT ANALYSIS**

The development proposal aims to construct a new self-storage facility with a total gross area of 210,775 square feet, including a dedicated office space of 445 square feet. The building will consist of five stories, with each floor covering 42,155 square feet. Off-street parking facilities will be available near the office, primarily on the west and south sides of the building.

Parking Considerations

Self-storage facilities generally have low daily usage and do not require extensive parking. The Town's Off-Street Parking Code typically requires one space per 600 square feet for industrial use and one space per 300 square feet for office use. However, the applicant has submitted a Parking Reduction application, citing the Institute of Transportation Engineers (ITE) standards, which suggest a lower parking requirement. The proposal includes 29 parking spaces, significantly fewer than the 352 spaces usually required under the Town's standard.

The applicant submitted a Parking Reduction application that will be processed concurrently with the site plan review. The request was to provide one (1) space for each 6,730 square feet of floor area. This is the criteria recommended by the Institute of Transportation Engineers (ITE) after study of such facility's needs. The development site will have 29 parking spaces in lieu of 352 parking spaces that would be required by applying the normal Town standard.

Comprehensive Plan and Zoning Analysis

The subject property has an "Industrial" Land Use designation, which aligns with the proposed use. The site is zoned M-1 Industrial, consistent with the Future Land Use Map (FLUM) designation of "I" Industrial. According to Section 28-211 of the M-1 Industrial Zoning District regulations, several uses, including the proposed self-storage facility, are permitted only after a public hearing, approval by the Town Commission, and a recommendation from the Planning and Zoning Board.

Zoning Requirements

The proposed building height of 53 feet, 4 inches is within the allowable maximum of 80 feet. The building also meets or exceeds all required setbacks, as detailed below:

| SETBACK TYPE | REQUIRED | PROVIDED |
|---|---|---|
| Front | 10 Feet | 60.7 Feet |
| Side (1) North | 10 Feet | 36.6 Feet |

| | | |
|---|---|---|
| Side (2) South | 10 Feet | 79.2 Feet |
| Rear | 10 Feet | 36.7 Feet |

Landscaping
The applicant is proposing landscaping that meets the Town's requirements and enhances the site and screens portions of the proposed self-storage facility. Landscaping is providing along the perimeter of the Pembroke Road and SW 31st Ave frontages.

Architecture
Section 5-103(p) of the Code of Ordinances addresses building design in the Town. A relatively wide variety of architectural designs and materials are permitted. It is intended that a basic harmony of architecture shall prevail so that no building shall detract from the attractiveness of the overall environment. The applicant has worked closely with the Town Planner to achieve an architectural style that is cohesive throughout the site.

The proposed self-storage building features windows along Pembroke Road, the northwest and northeast corners of the building have floor to ceiling windows on each floor, creating the impression of an office building. The self-storage design mirrors the architectural style of the nearby facility on Hallandale Blvd, contributing to a cohesive, modern aesthetic that complements the surrounding developments.

Public storage has maintained a traditional style of self-storage facilities typically characterized by ground floor roll up garage-style doors lining the buildings. Public storage is seeking to modernize the self-storage by creating a singular structure that contains the same characteristics of a self-storage facility. The proposed paint color pallet has been modified to accommodate to the Town approved colors.

Right-Of-Way and Site Access
Access to the site is proposed at two (2) driveway locations, both from SW 31st Avenue and one driveway is designed as two-way and other driveway exit only.

Plat
The existing site contains 53,021 square foot self-storage facility, however, will be demolished for the proposed redevelopment of the site. The proposed development is a new self-storage facility consisting of a five-story 210,775 square foot building. The subject property has never been platted. Both the Broward County and Town's Land Development Regulations require property to be platted prior to the issuance of a building permit.

Traffic Impact Study
As part of the application the applicant provided a Traffic Impact Study. The Traffic Impact Study details the projected vehicle trip the proposed uses on site will generate. The report was reviewed by the Town's Traffic Engineer Consultant, and it was determined that the proposed project will not degrade the level of service on Pembroke Road or SW 31st Avenue.

**RECOMMENDATION**
The Planning and Zoning Board unanimously recommended approval of this project subject to staff conditions on November 7, 2024. The Consultant Town Planner recommends approval subject to the following conditions:

1. This approval is granted for Site Development Plan dated September 13, 2024.
2. This approval is granted contingent on an approval request for a Parking Reduction (23-PR-02) for a self-storage facility and may not be assigned or transferred to another application without the prior written approval of the Town Commission.
3. The project will be required to pay Town impact fees at the time of building permit.
4. If the building currently labeled as "Self-Storage Facility" becomes a use that is determined to be more intense by the Town Planner, a new site development plan application may be required.
5. All exterior paint colors will require a Town Paint Permit to be reviewed by the Town Planner in accordance with the Town's adopted color palette.
6. All signage must meet the Town's sign requirements or apply for an appropriate variance.
7. The Site Development Plan approval will expire 18 months from the date of Town Commission approval unless extended in accordance with Section 20-25 of the Code if no valid building permit for site work or a principal building has been issued and kept in force.

**ATTACHMENTS**

Site Development Application
Amended Letter of Intent
Site Development Plan
Landscape Plan
Color Renderings

| SP | APPLICATION FOR SITE PLAN REVIEW |
|---|---|

Date: 09-18-2023

Case No: _____

**Fee**: Refer to Development Application Fee Schedule.

Amount Paid_____ Date 09-18-2023 ■ DRC ■ PZB ■ Town Commission □ Other

Petitioner / Applicant: Public Storage Prop IV LTD in care of Jarrod Yates

Address: 2200 K Avenue, Ste. 200 City: Plano, TX 75074

Phone: 469-409-6197 Fax: _____ E-mail: phart@publicstorage.com

Petitioner's Relation to Subject Property: Owner

If Petitioner is not Owner, Name of Owner: _____

Address of Owner: _____ City: _____

Signature of Petitioner: _____

Present Zoning District: M-1 Industrial Present Future Land Use Map (FLUM) Designation: Industrial

Address of Property: 3080 Pembroke Road, Pembroke Park FL 33009

Legal Description of Property (Plat Book/Page or Metes and Bounds): _____

Refer to attached document for Legal Description

SUBMITTAL REQUIREMENTS: Please refer to the Site Plan Checklist

OWNER / AGENT CERTIFICATE:

This is to certify that I am the owner/agent of the subject lands described above in the application for Site Plan Approval, and that all information supplied herein is true and correct to the best of my knowledge. By signing this application, owner/agent specifically agrees to allow access to described property at reasonable times by Town personnel, for the purpose of verification of information provided by owner/agent.

Signature of owner/agent: _____ Sworn to and subscribed before me this 19 day of September 2023, by Jarrod Yates.

☑ He/She is personally known to me or

☐ He/She has presented _____ as identification.

Signature of Notary Public: _____

Type or Print Name: Brandi Bailey

BRANDI JECOLE BAILEY
Notary ID #131275305
My Commission Expires
September 17, 2025

FOR STAFF USE ONLY

Planning and Zoning Date: _____ ( ) Approved ( ) Denied ( ) Approved with conditions
Town Commission Date: _____ ( ) Approved ( ) Denied ( ) Approved with conditions

Revision 2/2021

BOHLER

1 SE 3rd Avenue, Suite #1760
Miami, FL 33131
786.681.0800

## Legal Description

Folio 5142 20 01 0130 -

THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 LYING WEST OF THE SEABOARD ALL-FLORIDA RAILROAD RIGHT-OF-WAY, LESS THE WEST 150 FEET, AND LESS THE SOUTH 700 FEET, AND LESS PEMBROKE ROAD RIGHT-OF-WAY, ALL IN SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

AND LESS AND EXCEPT THEREFROM THAT CERTAIN LAND ACQUIRED FOR SECTION 8601-2502 OF STATE ROAD 824 (PEMBROKE ROAD) BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND KNOWN AS PARCEL NO. 100 AS DESCRIBED BY AMENDED ORDER OF TAKING FILED IN CASE NO. 93-05799-05 OF THE CIRCUIT COURT IN AND FOR BROWARD COUNTY, FLORIDA, RECORDED FEBRUARY 8, 1994, IN OFFICIAL RECORDS BOOK 21737, PAGE 638, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AS-SURVEYED DESCRIPTION:

BEGINNING AT THE NORTHWEST CORNER OF TRACT A, SOUTHERN STEEL "P" BLDG. PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22 PAGE 34, INCLUSIVE, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALSO BEING THE EAST LINE OF S.W. 31ST AVENUE, A 50 FOOT WIDE RIGHT OF WAY; THENCE WITH SAID EAST LINE NORTH 02°12'12" WEST, A DISTANCE OF 260.06 FEET TO THE SOUTH LINE OF WEST PEMBROKE ROAD AS SHOWN AND DESCRIBED IN FLORIDA DEPARTMENT OF TRANSPORTATION SECTION MAP 86018-2502; THENCE WITH SAID SOUTH LINE NORTH 89°49'53" EAST A DISTANCE OF 166.67 FEET; THENCE NORTH 87°32"27" EAST, A DISTANCE OF 141.66 FEET; THENCE ALONG THE SOUTH LINE OF PARCEL NO. 100 AS DESCRIBED IN OFFICIAL RECORDS BOOK 21737 PAGE 638, SOUTH 86°59'24" EAST, A DISTANCE OF 108.60 FEET; THENCE DEPARTING SAID SOUTH LINE AND WITH THE WEST LINE OF A SEABOARD AIRLINE RAILROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 15424 PAGE 731, SOUTH 02°18'44" EAST, A DISTANCE OF 243.62 FEET TO THE NORTHEAST CORNER OF SAID TRACT A; THENCE ALONG THE NORTH LINE OF SAID TRACT A, SOUTH 87°37'08" WEST, A DISTANCE OF 416.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 105,683 SQUARE FEET OR 2.426 ACRES.

Bilzin Sumberg

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

September 30, 2024

Ms. Andrea Harper
Town Planner
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

**Re: Application for Site Development Plan and Parking Reduction**
**3080 Pembroke Road, Pembroke Park, Florida (the "Property")**

Dear Ms. Harper:

**AMENDED LETTER OF INTENT**

Please consider this our Letter of Intent on behalf of the applicant Public Storage Properties IV LTD, ("Public Storage" or the "Applicant"), for a site development plan and a parking reduction in connection with the redevelopment of the Property as a new self-storage facility.

## I. The Property

The Property consists of approximately 2.416 +/- acres situated at the southeast corner of W Pembroke Road and SW 31st Avenue, adjacent to the railroad and is currently developed with a 53,021 +/- square foot self-storage facility. As detailed further below, the Applicant is seeking to redevelop the Property with a new self-storage facility.

The Property is designated Industrial on the Town of Pembroke Park's (the "Town") Future Land Use Map and is zoned M-1 (Industrial District) on the Town's Zoning Map, which permit self-storage facilities as a use on the Property.

## II. Property History

Public Storage has owned the Property since 1978 and developed the Property in 1979 with a self-storage facility featuring the more traditional style of self-storage facilities typical at the time, which were characterized by ground floor roll up garage-style doors lining the buildings. Over time, self-storage facilities have been modernized, internalizing the majority of the units and better blending into the surrounding area.

Public Storage is seeking to upgrade and modernize the self-storage facility on the Property by demolishing the existing roll-up gate facilities that line the site, and replacing it with a more modern single structure. Public Storage is essentially seeking to upgrade its existing facility

to expand its capacity on the existing Property with a proposed modern facility that will not only serve the surrounding community, but which will upgrade this portion of the gateway to the Town while remaining as one of the lowest traffic generators of any use and providing a benefit for the community without corresponding traffic.

**III. Site Plan**

As reflected on the site plan attached to the application, the Applicant intends to redevelop the existing self-storage facility with a new 5-story self-storage facility. As noted above, the use itself is permitted in the M-1 zoning district pursuant to Town Code Section 28-211.5. The proposed new facility will contain approximately 42,155 square feet per floor for a total floor area of 210,775 square feet. The new five-story storage facility will comply with all other zoning criteria with the exception of required parking which is the subject of this parking reduction request.

**IV. Parking Reduction**

Pursuant to Section 28-301(a)(9), of the Town Code, "Industrial" uses require 1 parking spaces per 600 square feet of gross floor area in the building, or 1 parking space for each 2 employees, whichever is greater. The requirement does not differentiate between standard industrial and manufacturing uses, which are more active and employee intense, from more passive storage uses with minimal employees.

However, in recognition of this disparity, the Town Code authorizes the Town to grant a reduction subject to certain criteria set forth under the Town Code. The proposed parking reduction to provide 29 parking spaces meets the criteria of Town Code Section 28-301.2(d) as follows:

(1) Concurrency requirements.

The necessary public facilities and services to maintain the adopted level of service standards are available or will be in place when the impacts of the proposed development occur. The proposed use is replacing an identical use with expanded capacity. However, the use is a low traffic generator with little impact on traffic or other public facilities.

(2) The use, site, structure or any combination of same, evidences characteristics which support a determination that the need for parking for the development is less than that required by the Zoning Code for similar uses.

The Town Code does not specifically contemplate a self-storage facility in which the majority of the building is unoccupied by people. Instead, the applicable parking requirement is for a general industrial use. This means a person-intensive industrial use requires the same number of parking spaces under the Town Code as a use that does not rely on the presence of people. Requiring 1 parking space for every 600 square feet that is occupied by boxes, furniture, and other inanimate objects, would lead to a sea of over 350 parking spaces, of which over 90% would be vacant and unutilized for a self-storage use. The number of parking spaces needed for an industrial use with many employees, such as an Amazon style shipping hub or manufacturing facility, differs vastly from the number of parking spaces needed for a self-storage facility. Accordingly, the need for parking at the proposed development is less than that required by the

Bilzin Sumberg

Town Code. As an example, Miami-Dade County requires 1 parking space per 5,000 square feet for the first 20,000, and one per 10,000 thereafter for the storage space, which would equate to approximately 25 spaces for the facility. The Town has also recently granted similar parking reductions for another facility fronting on a major road in the Town.

(3) The parking arrangement proposed will be adequate to meet the needs of the use the parking will serve and that reducing the required parking will be compatible with and not adversely impact the character and integrity of surrounding property

The 29 onsite parking spaces proposed are more than adequate to meet the needs of the proposed self-storage facility. Both employees and the renters of the storage spaces will be able to park onsite with no impact to the character and integrity of the surrounding property, which is largely zoned M-1.

The parking analysis dated revised August 6, 2024, conducted by JFO Group and included with this application, concludes that based on the latest edition of the *Parking Generation Manual* from the Institute of Transportation Engineers (ITE), the parking demand for the proposed use is 19 parking spaces. The Applicant exceeds the parking demand by more than 50%, proposing 29 parking spaces. This means that the surrounding areas will not be burdened by overflow parking from the proposed redevelopment and there will be no impact on the surrounding area due to the reduction in parking.

## V. Conclusion

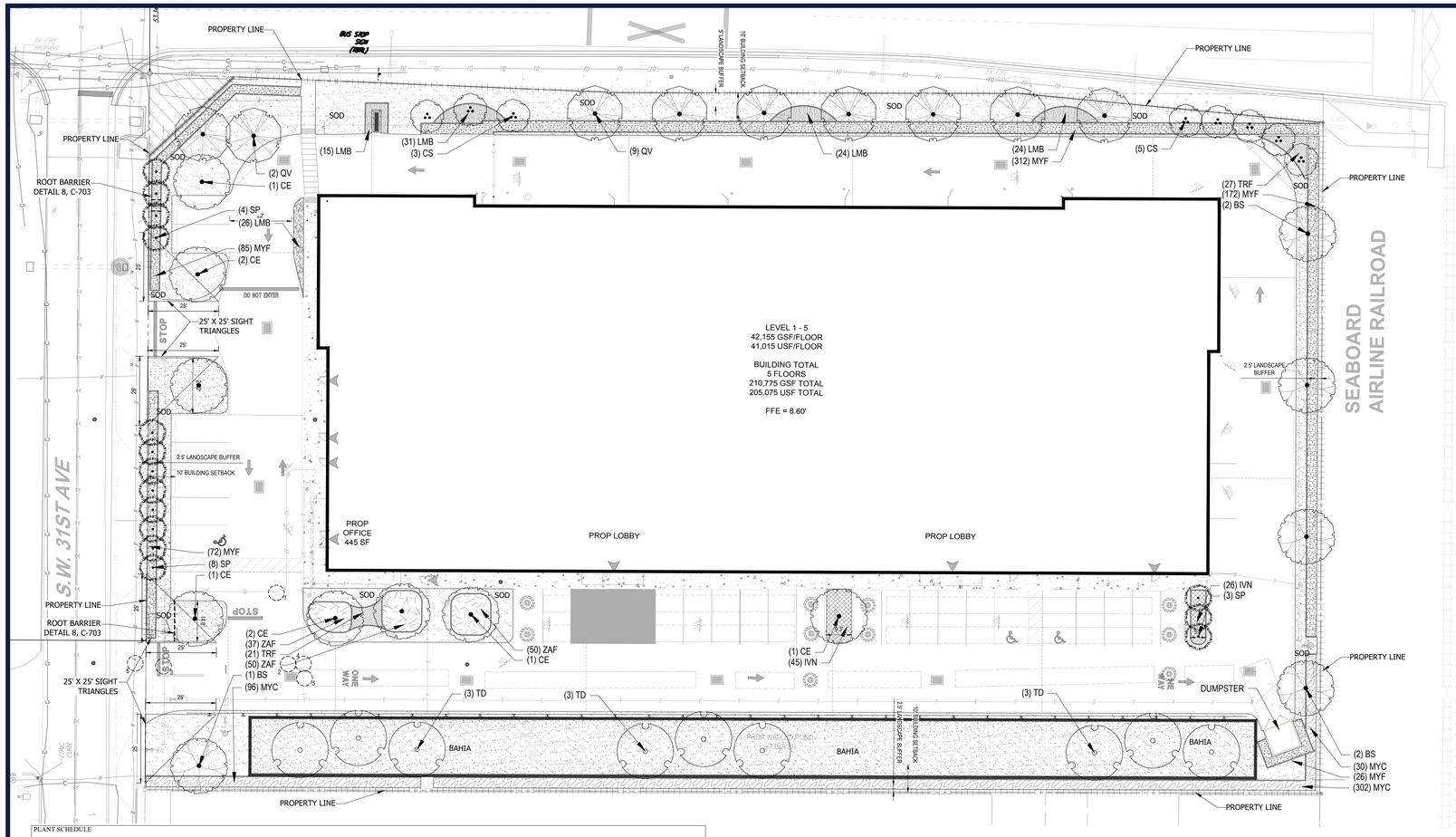
The site plan proposes redevelopment that will make better use of the Property and better define the corner on the northern boundary of the Town. We respectfully request your favorable recommendation for development plan approval for the proposed site, along with parking reduction approval to allow for the efficient use of the Property.

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

Very truly yours,

Brian S. Adler

Brian S. Adler




## LANDSCAPE DATA TABLE

| | |
|---|---|
| JURISDICTION | TOWN OF PEMBROKE PARK |
| CURRENT ZONING | M-1 INDUSTRIAL DISTRICT |
| PROPOSED ZONING | M-1 INDUSTRIAL (SELF-STORAGE) |
| TOTAL SITE AREA | ± 106,396 SF (2.44 AC) LOT AREA |
| TOTAL IMPERVIOUS AREA | 85,136 SF (80%) |
| TOTAL PERVIOUS AREA | 21,260 SF (20%) |
| LANDSCAPE OPEN SPACE (PROVIDED) | 20% OPEN SPACE |

VEGETATION REQUIREMENTS - CH. 27

| | REQUIRED | PROVIDED |
|---|---|---|
| SEC. 27-36. - LANDSCAPING ADJACENT TO PUBLIC ROW (1 TREE / 50 LF.) | | |
| WEST: 260.06 - 51 LF OF DRIVE =209.06LF /50 LF | 4 TREES | 12 PALMS COUNTED 3:1 = (4 TREES) |
| SEC. 27-42.2. - LANDSCAPING ADJACENT TO PUBLIC ROW PEMBROKE PARK RD(1 TREE / 30 LF.) | | |
| NORTH: 416.94 LF /30LF | 14 TREES | 14 TREES |
| SEC. 27-37. - ACCESSWAYS (1 ACCESS / 100 LF) | *1 ACCESSWAY* | *1 ACCESSWAY* |
| SEC. 27-38. - PERIMETER LANDSCAPING (1 TREE / 75 LF, CONTINUOUS HEDGE 3' FT. HT. - 672 LF) | | |
| SOUTH: 416.85 LF / 75 LF 356.7 LF OF POND | 6 TREES | 10 TREES (INCLUDING IN POND) |
| EAST: 243.61 LF / 75 LF | 4 TREES | 4 TREES |
| SEC. 27-39. - PARKING AREA INTERIOR LANDSCAPING (10 SF OF INTERIOR LANDSCAPING / EA. PARKING SPACE, 32 STALLS + PAVING = 320+650 SF | 970 SF LANDSCAPE | 1,500 SF LANDSCAPE |
| PARKING ISLAND TREES | 7 TREES | 7 TREES 3 PALMS EQUAL 3:1=(1 TREE) |
| SEC. 27-40. - SIGHT DISTANCE FOR LANDSCAPING (UNOBSTRUCTED CROSS-VISIBILITY AT A LEVEL BETWEEN (3) FEET AND (8) FEET) | CLEAR ZONE | TREES & SHRUBS CLEAR FROM 3-6' FT |
| TOTAL NUMBER OF TREES PROVIDED = | 35 TREES | 39 TREES |
| TOTAL PALMS PROVIDED = | | 15 PALMS COUNTED 3:1 = (5 TREES) |

LAWN AREA CALCULATION

| | |
|---|---|
| LAWN AREA (ST. AUGUSTINE SOD) PROVIDED | 9,879 SF |

PLANT SCHEDULE

| SYMBOL | CODE | QTY | BOTANICAL NAME | COMMON NAME | SIZE | CONTAINER | NATIVE | DROUGHT |
|---|---|---|---|---|---|---|---|---|
| **TREES** | | | | | | | | |
| | BS | 5 | BURSERA SIMARUBA | GUMBO LIMBO | 4" CAL. 16' MIN. OA. HT. | CONT./B&B | NATIVE | TOLERANT |
| | CE | 8 | CONOCARPUS ERECTUS | BUTTONWOOD | 4" CAL. 16' MIN. OA. HT. | CONT./B&B | NATIVE | TOLERANT |
| | CS | 8 | CONOCARPUS ERECTUS SERICEUS | SILVER BUTTONWOOD | 3" CAL. 10'-12' OA. HT. X 5-6' SPRD. | B&B | YES | |
| | QV | 9 | QUERCUS VIRGINIANA | SOUTHERN LIVE OAK | 4" CAL. 16' MIN. OA. HT. | CONT./B&B | NATIVE | TOLERANT |
| | TD | 9 | TAXODIUM DISTICHUM | BALD CYPRESS | 4" CAL. 16' MIN. OA. HT. | CONT./B&B | NATIVE | TOLERANT |
| **PALMS** | | | | | | | | |
| | SP | 15 | SABAL PALMETTO | CABBAGE PALMETTO | 22' OA.HT MIN. | FG | NATIVE | TOLERANT |
| SYMBOL | CODE | QTY | BOTANICAL NAME | COMMON NAME | SIZE | CONTAINER | NATIVE | DROUGHT TOLERANT |
| **SHRUB AREAS** | | | | | | | | |
| | IVN | 71 | ILEX VOMITORIA 'NANA' | DWARF YAUPON HOLLY | 24" HT X 24" SPRD | CONTAINER | NATIVE | TOLERANT |
| | LMB | 120 | LIRIOPE MUSCARI 'BIG BLUE' | BIG BLUE LILYTURF | 24" HT X 24" SPRD | CONTAINER | NATIVE | TOLERANT |
| | MYC | 428 | MYRICA CERIFERA | WAX MYRTLE | 24" HT. X 24" SPRD. | CONTAINER | NATIVE | TOLERANT |
| | MYF | 667 | MYRCIANTHES FRAGRANS | SIMPSON'S STOPPER | 24" HT. X 24" SPRD. | CONTAINER | NATIVE | TOLERANT |
| | TRF | 48 | TRIPSACUM FLORIDANUM | DWARF FAKAHATCHEE GRASS | 24" HT. X 24" SPRD. | CONTAINER | NATIVE | TOLERANT |
| | ZAF | 137 | ZAMIA FLORIDANA | COONTIE PALM | 24" HT X 24" SPRD | CONTAINER | NATIVE | TOLERANT |
| **SOD** | | | | | | | | |
| | SOD | 10,194 SF | STENOTAPHRUM SECUNDATUM 'PALMETTO' | PALMETTO ST. AUGUSTINE GRASS | SOD | FULL, TIGHT COVERAGE | | |
| | SOD-1 | 7,656 SF | PASPALUM NOTATUM | BAHIA GRASS | -- | PALLET | | |

## LEGEND

| | |
|---|---|
| EX. PROPERTY LINE | |
| EX. ADJACENT PROPERTY LINE | |
| EX. ROADWAY C/L | |
| PROP. PROPERTY LINE | |
| PROP. BUFFER | |
| PROP. SETBACK | |
| PROP. PARKING COUNT | |
| PROP. SIGN | |
| PROP. BUILDING ENTRANCES | |
| PROP. CONCRETE SIDEWALK | |
| PROP. STANDARD DUTY CONCRETE | |

## GENERAL LANDSCAPE NOTES:

1. ALL PLANTING BEDS TO BE MULCHED WITH 3" FLORIMULCH MELALEUCA (COCOA BROWN) MULCH.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION
3. DIGGING IN UTILITY EASEMENTS SHALL BE BY HAND ONLY
4. THIS PLAN IS TO BE UTILIZED FOR LANDSCAPE PURPOSES ONLY.
5. ALL DISTURBED UNPAVED AREAS, EXCLUDING PLANTING BEDS, ARE TO BE INSTALLED AS LAWN IN ACCORDANCE WITH LANDSCAPE SPECIFICATION #2.C., UNLESS OTHERWISE STATED ON THIS PLAN.
6. SHRUBS PLANTED ALONG HEAD-IN PARKING STALLS SHALL BE INSTALLED TO ALLOW A CLEARANCE OF TWO FEET FROM FACE OF CURB TO ALLOW FOR BUMPER OVERHANG.
7. IF IRRIGATION IS REQUIRED BY THE OWNER OR APPROVING MUNICIPALITY, THE CONTRACTOR SHALL PROVIDE AN IRRIGATION SYSTEM MEETING THE SPECIFICATIONS OF THE CHOSEN PRODUCTS MANUFACTURER. THE IRRIGATION DESIGN SHALL ACCOMMODATE LAWN AND BED AREAS EACH UNDER SEPARATE ZONES TO MAXIMIZE WATER EFFICIENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ANY PERMITS REQUIRED FOR THE INSTALLATION OF A RUST-FREE IRRIGATION SYSTEM.
8. PLANT MATERIAL SUBSTITUTIONS MUST BE FORMALLY SUBMITTED TO BOHLER ENGINEERING AND THE MUNICIPAL ENGINEER AND LANDSCAPE CONSULTANTS FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. ANY PLANT MATERIAL THAT ARE TO BE INSTALLED WITHIN STORMWATER BMP FEATURES MUST BE NATIVE SPECIES.
9. WITHOUT EXCEPTION, WEED BARRIER FABRIC SHALL NOT BE INSTALLED WITHIN ANY BMP FACILITY. BMP FACILITIES INCLUDE RAINGARDENS, INFILTRATION TRENCHES, VEGETATIVE SWALES AND STORMWATER BASINS.
10. ANY TREE INSTALLED WITHIN 10 FT. OF NEW CONCRETE SIDEWALKS AND/OR NEARBY UNDERGROUND UTILITY OR PIPE SHOULD BE INSTALLED WITH BIOBARRIER ROOT BARRIER FABRIC AS SHOWN. SEE DETAIL DETAIL 8, C-704.
11. THERE IS TO BE NO PLANTING OF TREES OR SHRUBS EITHER DIRECTLY OVER OR WITHIN 10 HORIZONTAL FEET OF THE SANITARY SEWER GRAVITY SEWERS AND FORCE MAIN.

## NATIVE SPECIES:

* NATIVE SPECIES - HIGH DROUGHT TOLERANCE (OTHERS MEDIUM DROUGHT TOLERANCE)
** CONTRACTOR TO VERIFY SQUARE FOOTAGE

CONTRACTOR SHALL VERIFY PLANT QUANTITIES IN THE TABLE WITH THE PLAN. WHERE THERE IS A DISCREPANCY IN PLANT QUANTITIES, THE PLAN OVER RIDES THE PLANT LIST

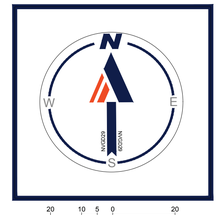
## ROOT BARRIER NOTES:

TREES SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASED ON DESIGN REQUIREMENTS AND THE TREES SHOWN ON THESE PLANS ATTEMPT TO ACCOMPLISH THAT SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. TREES MAY BE FIELD ADJUSTED TO AVOID CONFLICTS WITH DRIVEWAYS AND UNDERGROUND UTILITIES. IN ANY CASE THE TREES SHALL BE LOCATED IN THE FIELD IN ACCORDANCE WITH THE PLANTING DETAILS SHOWN.

ADDITIONALLY, TREES ARE TO BE INSTALLED WITH TEN FOOT (10') SEPARATION FROM ANY WATER OR SEWER MAIN AND/OR SERVICE, HYDRANTS AND LIFT STATIONS. IF A TEN FOOT (10') SEPARATION CANNOT BE ACHIEVED, THE TREE CAN BE INSTALLED WITH A ROOT BARRIER SYSTEM. REFER TO THE "ROOT BARRIER" DETAIL FOR INSTALLATION REQUIREMENTS. HOWEVER, IN NO CASE SHALL A TREE ENCROACH INTO A PBCUE WITHOUT PRIOR BCWUD APPROVAL AND ONLY SOD CAN BE INSTALLED WITHIN 7.5' OF A FIRE HYDRANT UNLESS OTHERWISE APPROVED BY THE FIRE MARSHAL AND PBCWUD

SEE DETAIL 8, SHEET C-705 FOR ROOT BARRIER DETAILS.

**NOTE:** ROOT BARRIER SHALL BE PROVIDED FOR ALL LANDSCAPING PROPOSED WITHIN 10 FEET OR DRAINAGE PIPES, STRUCTURES AND CHAMBERS.




BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
STRUCTURAL ENGINEERING
PERMITTING SERVICES
TRANSPORTATION SERVICES

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**REVISIONS**

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**PROJECT No.:** FLC230008.00
**DRAWN BY:** BW
**CHECKED BY:** BW
**DATE:** 2023-12-21
**CAD I.D.:** SITE-0

PROJECT:

***PUBLIC STORAGE PEMBROKE PARK #00412***

FOR

Public Storage

PROPOSED PUBLIC STORAGE DEVELOPMENT

3080 W PEMBROKE ROAD,
HALLANDALE BEACH, FL 33009
TOWN OF PEMBROKE PARK
FOLIO # 514220010130
SEC 20 / TOWNSHIP 51 S / RANGE 42 E

BOHLER
1 SE 3rd AVENUE
SUITE 2700
MIAMI, FLORIDA 33131
Phone: (786) 681-0800
FLORIDA BUSINESS CERT. OF AUTH. No. 30780

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY BRETT MICHAEL WALDMAN, PLA. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SHEET TITLE:

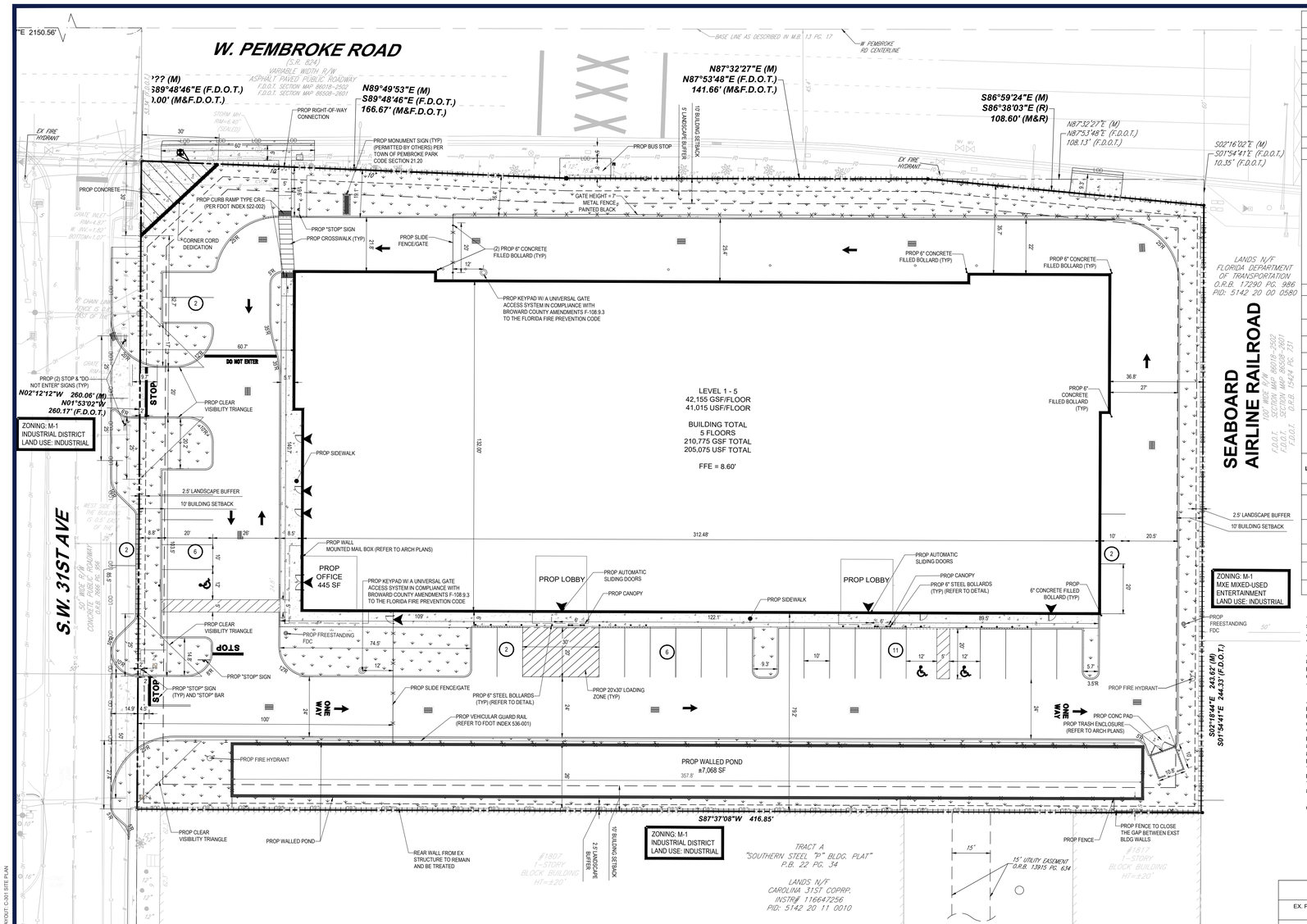
***LANDSCAPE PLAN***

SHEET NUMBER:

C-703

ORG. DATE - 2023-09-29

Nov 13, 2024
H:\2023\FLC230008.00\ENGINEERING\CAD\DRAWINGS\PLAN SET\SITE\C230008.00.LAND.D—...\LAYOUT C-703 LANDSCAPE PLAN
BTW




## SITE DATA TABLE

| | |
|---|---|
| **JURISDICTION** | TOWN OF PEMBROKE PARK |
| **APPLICATION NUMBER** | 23-SP-04 |
| **FOLIO NUMBER** | 5142-20-01-0130 |
| **ADDRESS** | 3080 PEMBROKE RD, PEMBROKE PARK, FL 33009 |
| **CURRENT ZONING** | M-1 INDUSTRIAL DISTRICT |
| **CURRENT LAND USE** | SELF-STORAGE |
| **FUTURE LAND USE** | SELF-STORAGE |
| **FEMA FLOOD DESIGNATION** | FIRM PANEL 12011C0731J – Flood Zone AE PER BROWARD COUNTY FEMA FLOOD MAP DATED JULY 31, 2024 |
| **TOTAL SITE AREA** | ± 105,233 SF (2.416 AC) LOT AREA |
| **DISTURBED SITE AREA** | ± 105,233 SF (2.416 AC) |
| **TOTAL PROPOSED BUILDING AREA** | LEVEL 1<br>± 42,155 GSF/ FLOOR<br>± 41,015 USF/FLOOR<br>LEVEL 2<br>± 42,155 GSF/ FLOOR<br>± 41,015 USF/FLOOR<br>LEVEL 3<br>± 42,155 GSF/ FLOOR<br>± 41,015 USF/FLOOR<br>LEVEL 4<br>± 42,155 GSF/ FLOOR<br>± 41,015 USF/FLOOR<br>LEVEL 5<br>± 42,155 GSF/ FLOOR<br>± 41,015 USF/FLOOR<br>BUILDING TOTAL - 5 FLOORS<br>± 210,775 GSF TOTAL<br>± 205,075 USF TOTAL |

| | REQUIRED | PROPOSED |
|---|---|---|
| **BUILDING HEIGHT** | 80 FT BUT 100 FT WITH SPECIAL EXCEPTION FROM TOWN COMMISSION | 53'-4" |
| **LANDSCAPE OPEN SPACE** | NONE LISTED. | 22.2% |
| **TOTAL IMPERVIOUS AREA** | 82,028 SF (78.0%) | |
| **TOTAL PERVIOUS AREA** | 23,205 SF (22.0%) | |
| **GROSS ACREAGE** | 2.416 AC | |
| **NET ACREAGE** | 0.95 AC | |
| **SETBACKS** | FRONT: 10' FROM ALL BOUNDARY SIDES<br>SIDE: 10' FROM ALL BOUNDARY SIDES<br>REAR: 10' FROM ALL BOUNDARY SIDES | FRONT: 60.7'<br>NORTH: 36.6'<br>SOUTH: 79.2'<br>EAST (REAR): 36.7' |
| **LANDSCAPE BUFFER** | NORTH: 5'<br>EAST: 2.5' MIN<br>SOUTH: 2.5'MIN<br>WEST: 2.5' MIN | NORTH: 5'<br>EAST: 2.5'<br>SOUTH: 2.5'<br>WEST: 2.5' |
| **LOT COVERAGE** | NONE LISTED. | 40.0% |
| **F.A.R.** | NONE LISTED. | 2.00 |
| **PARKING STALLS TOTAL** | 1 PER 600 SF OF GROSS FLOOR AREA<br>(I.E. 352 SPACES) | 29 SPACES (INCLUDING 3 ADA)* |
| **PARKING STALL DIMENSIONS** | 10'x20' | |
| **AISLE DIMENSIONS (2-WAY)** | NONE LISTED. | 26' (TWO-WAY<br>20.5' (ONE-WAY) |

***Application for Parking Reduction was submitted to Town of Pembroke Park for approval on 10/02/2023.**

## LEGAL DESCRIPTION

THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 LYING WEST OF THE SEABOARD ALL-FLORIDA RAILROAD RIGHT-OF-WAY, LESS THE WEST 150 FEET, AND LESS THE SOUTH 700 FEET, AND LESS PEMBROKE ROAD RIGHT-OF-WAY, ALL IN SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

AND LESS AND EXCEPT THEREFROM THAT CERTAIN LAND ACQUIRED FOR SECTION 8601-2502 OF STATE ROAD 824 (PEMBROKE ROAD) BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND KNOWN AS PARCEL NO. 100 AS DESCRIBED BY AMENDED ORDER OF TAKING FILED IN CASE NO. 93-05799-05 OF THE CIRCUIT COURT IN AND FOR BROWARD COUNTY, FLORIDA, RECORDED FEBRUARY 8, 1994, IN OFFICIAL RECORDS BOOK 21737, PAGE 638, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AS-SURVEYED DESCRIPTION:
BEGINNING AT THE NORTHWEST CORNER OF TRACT A, SOUTHERN STEEL "P" BLDG. PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22 PAGE 34, INCLUSIVE, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALSO BEING THE EAST LINE OF S.W. 31ST AVENUE, A 50 FOOT WIDE RIGHT OF WAY, THENCE WITH SAID EAST LINE NORTH 02°12'12" WEST, A DISTANCE OF 260.06 FEET TO THE SOUTH LINE OF WEST PEMBROKE ROAD AS SHOWN AND DESCRIBED IN FLORIDA DEPARTMENT OF TRANSPORTATION SECTION MAP 86018-2502; THENCE WITH SAID SOUTH LINE NORTH 89°49'53" EAST A DISTANCE OF 166.67 FEET; THENCE NORTH 87°32'27" EAST, A DISTANCE OF 141.66 FEET; THENCE ALONG THE SOUTH LINE OF PARCEL NO. 100 AS DESCRIBED IN OFFICIAL RECORDS BOOK 21737 PAGE 638, SOUTH 86°59'24" EAST, A DISTANCE OF 108.60 FEET; THENCE DEPARTING SAID SOUTH LINE AND WITH THE WEST LINE OF A SEABOARD AIRLINE RAILROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 15424 PAGE 731, SOUTH 02°18'44" EAST, A DISTANCE OF 243.62 FEET TO THE NORTHEAST CORNER OF SAID TRACT A; THENCE ALONG THE NORTH LINE OF SAID TRACT A, SOUTH 87°37'08" WEST, A DISTANCE OF 416.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 105,683 SQUARE FEET OR 2.426 ACRES.

## SITE NOTES:

1. THE PROPOSED ACTIVITIES SHALL COMPLY WITH CITY OF PEMBROKE PARK DEVELOPMENT REGULATIONS (LATEST EDITION) INCLUDING THE TREE AND LANDSCAPE CODE, STORM WATER MANAGEMENT REGULATIONS, AND FIRE CODES AT THE TIME OF PERMITTING.
2. SIDEWALKS TO BE PROVIDED AND BUILT IN ACCORDANCE WITH F.D.O.T. AND CITY OF PEMBROKE PARK LAND DEVELOPMENT REGULATIONS (LATEST EDITION). ALL PROPOSED SIDEWALKS SHALL MEET ADA REQUIREMENTS.
3. ALL DIMENSIONS ARE SHOWN AT FACE OF CURB, UNLESS OTHERWISE NOTED. B/C INDICATES DIMENSION IS TO BACK OF CURB.
4. ALL RADII DIMENSIONS ARE 3' AT THE FACE OF CURB UNLESS OTHERWISE NOTED.
5. FREE STANDING SIGNAGE SHOWN ONLY FOR REPRESENTATIONAL PURPOSES, AND SHALL BE PERMITTED SEPARATELY.
6. A RIGHT-OF-WAY PERMIT WILL BE REQUIRED FOR ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY. SPECIFIC STIPULATIONS OR CONDITIONS WILL BE IMPOSED AT THE TIME OF PERMIT APPLICATION.
7. CONSTRUCTION PLAN APPROVAL DOES NOT EXEMPT THE CONTRACTOR FROM OBTAINING THE REQUIRED BUILDING, ELECTRICAL, PLUMBING, AND MECHANICAL PERMITS. THESE INCLUDE BUT ARE NOT LIMITED TO ANY STRUCTURE, SIGN, WALL, ENCLOSURE, OR SCREENING, ETC.
8. IN THE EVENT THE PROJECT IS TERMINATED PRIOR TO CONSTRUCTION COMPLETION, THE PROJECT SHALL BE BROUGHT TO GRADE, SEEDED, AND ALL DEBRIS AND MATERIALS SHALL BE HAULED OFF-SITE AND DUMPED AT A STATE OF FLORIDA APPROVED FACILITY.
9. ANY DAMAGED SIDEWALK OR CURB WITHIN THE F.D.O.T. RIGHT-OF-WAY SHALL BE REMOVED AND REPLACED.
10. ALL DISTURBED AREAS WITHIN THE F.D.O.T. RIGHT-OF-WAY WILL BE SODDED.
11. STANDARD INDICES REFER TO THE LATEST VERSION OF F.D.O.T. "ROADWAY AND TRAFFIC DESIGN STANDARDS."
12. NO LANE CLOSURES ARE ALLOWED BETWEEN 5:00 A.M. AND 7:30 P.M. THE F.D.O.T. RESERVES THE RIGHT TO REQUIRE DIFFERENT HOURS OF LANE CLOSURE. ALL LANE CLOSURES MUST BE APPROVED BY THE DEPARTMENT AT LEAST TWO WEEKS PRIOR TO THE LANE CLOSURE IN ACCORDANCE WITH THE DISTRICT LANE CLOSURE POLICY.
13. ALL POTABLE WATER, RECLAIMED WATER, AND SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLAN.
14. FDEP WATER AND WASTEWATER PERMITS MUST BE OBTAINED PRIOR TO BEGINNING CONSTRUCTION.
15. PROPER DOCUMENTATION FOR ALL PUBLIC UTILITY EASEMENTS SHALL BE PROVIDED TO THE PROPERTY MANAGEMENT DEPARTMENT PRIOR TO CERTIFICATE OF COMPLETION.
16. UTILITY RECORD DRAWINGS ARE REQUIRED PRIOR TO PLACING THIS WATER AND WASTEWATER FACILITIES INTO SERVICE. PLEASE SEE THE ADDITIONAL INFORMATION SECTION FOR INSTRUCTIONS.
17. LANDSCAPE ISLANDS ARE REQUIRED EVERY 10 PARKING SPACE (MAXIMUM OF 14 PARKING SPACES IN A ROW) PER TOWN OF PEMBROKE PARK CODE.

## RIGHT-OF-WAY NOTES:

1. A RIGHT-OF-WAY USE PERMIT WILL BE REQUIRED FOR ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY. SPECIFIC STIPULATIONS OR CONDITIONS WILL BE IMPOSED AT THE TIME OF PERMIT APPLICATION.
2. ALL AREAS WITHIN THE COUNTY OR F.D.O.T. RIGHT-OF-WAY DISTURBED THROUGH THE COURSE OF CONSTRUCTION WILL BE RE-GRADED AND SODDED.
3. IT SHALL BE THE DEVELOPER'S RESPONSIBILITY TO PROTECT ALL COUNTY OR F.D.O.T. OWNED AND/OR MAINTAINED INFRASTRUCTURE. ANY/ALL COSTS ASSOCIATED WITH ALTERATIONS, RELOCATIONS, OR REPAIRS MADE NECESSARY BY THIS DEVELOPMENT SHALL BE BORNE BY EITHER THE OWNER, DEVELOPER, AND/OR CONTRACTOR. SPLICES IN THE FIBER OPTIC CABLE, SIGNALIZATION OR ROADWAY LIGHTING CONDUCTORS, OR THE ADDITION OF ADDITIONAL PULL/JUNCTION BOXES WILL NOT BE PERMITTED. IN THE EVENT A CABLE IS CUT, DAMAGED, OR REQUIRES RELOCATION, THE CABLE(S) SHALL BE RESTORED BACK TO THE ORIGINAL CONFIGURATION. ORIGINAL CONFIGURATION IS DEFINED AS SYSTEM STATUS, LAYOUT, AND DESIGN PRIOR TO ANY WORK COMMENCING.
4. FOR UTILITIES TO BE RELOCATED BY THE UTILITY PROVIDER, CONTRACTOR SHALL COORDINATE DEMOLITION SCHEDULE WITH UTILITY PROVIDERS. DEMOLITION OF SIDEWALKS AND DRIVEWAYS SHALL OCCUR PRIOR TO

## ADA ACCESSIBILITY NOTES:

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

## LEGEND

| | |
|---|---|
| EX. PROPERTY LINE | |
| EX. ADJACENT PROPERTY LINE | |
| EX. ROADWAY C/L | |
| PROP. PROPERTY LINE | |
| PROP. BUFFER | |
| PROP. SETBACK | |
| PROP. PARKING COUNT | (#) |
| PROP. SIGN | |
| PROP. BUILDING ENTRANCES | |
| PROP. STORM CLEANOUT | |
| PROP. CONCRETE SIDEWALK | |

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PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
PLANNING AND DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES
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### REVISIONS

| REV | DATE | COMMENT | DRAWN BY / CHECKED BY |
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|---|---|
| **PROJECT No.:** | FLC230008.00 |
| **DRAWN BY:** | AO |
| **CHECKED BY:** | BG |
| **DATE:** | 2024-07-24 |
| **CAD I.D.:** | SITE-0 |

PROJECT:

**PUBLIC STORAGE PEMBROKE PARK #00412**

FOR

Public Storage

PROPOSED PUBLIC STORAGE DEVELOPMENT

3080 W PEMBROKE ROAD,
HALLANDALE BEACH, FL 33009
TOWN OF PEMBROKE PARK
FOLIO # 514220010130
SEC 20 / TOWNSHIP 51 S / RANGE 42 E

BOHLER
1 SE 3rd AVENUE
SUITE 2700
MIAMI, FLORIDA 33131
Phone: (786) 681-0800
FLORIDA BUSINESS CERT. OF AUTH. No. 30780

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09/13/2024

Taylor Parker

TAYLOR SHAY PARKER
LICENSE
No. 85432
STATE OF FLORIDA
PROFESSIONAL ENGINEER

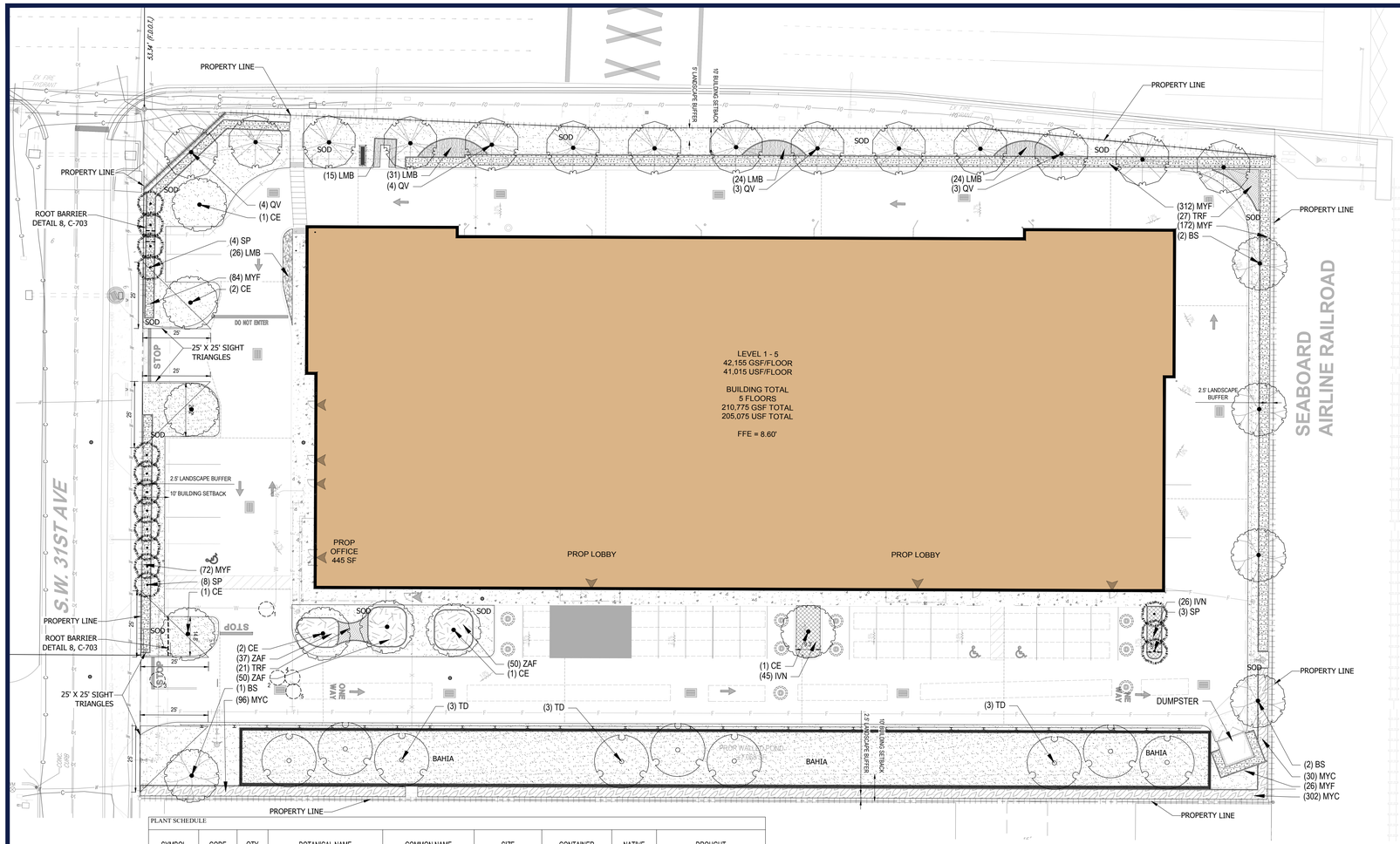
SHEET TITLE:

**SITE PLAN**

SHEET NUMBER:

C-301

ORG. DATE - 2024-07-24




## LANDSCAPE DATA TABLE

| | |
|---|---|
| JURISDICTION | TOWN OF PEMBROKE PARK |
| CURRENT ZONING | M-1 INDUSTRIAL DISTRICT |
| PROPOSED ZONING | M-1 INDUSTRIAL (SELF-STORAGE) |
| TOTAL SITE AREA | ± 106,396 SF (2.44 AC) LOT AREA |
| TOTAL IMPERVIOUS AREA | 85,136 SF (80%) |
| TOTAL PERVIOUS AREA | 21,260 SF (20%) |
| LANDSCAPE OPEN SPACE (PROVIDED) | 20% OPEN SPACE |

VEGETATION REQUIREMENTS - CH. 27

| | REQUIRED | PROVIDED |
|---|---|---|
| SEC. 27-36. - LANDSCAPING ADJACENT TO PUBLIC ROW (1 TREE / 50 LF.) | | |
| WEST: 260.06 - 51 LF OF DRIVE =209.06LF /50 LF | 4 TREES | 12 PALMS COUNTED 3:1 = (4 TREES) |
| SEC. 27-42.2. - LANDSCAPING ADJACENT TO PUBLIC ROW PEMBROKE PARK RD(1 TREE / 30 LF.) | | |
| NORTH: 416.94 LF /30LF | 14 TREES | 14 TREES |
| SEC. 27-37. - ACCESSWAYS (1 ACCESS / 100 LF) | *1 ACCESSWAY* | *1 ACCESSWAY* |
| SEC. 27-38. - PERIMETER LANDSCAPING (1 TREE / 75 LF, CONTINUOUS HEDGE 3' FT. HT. - 672 LF) | | |
| SOUTH: 416.85 LF / 75 LF 356.7 LF OF POND | 6 TREES | 10 TREES (INCLUDING IN PONDS) |
| EAST: 243.61 LF / 75 LF | 4 TREES | 4 TREES |
| SEC. 27-39. - PARKING AREA INTERIOR LANDSCAPING (10 SF OF INTERIOR LANDSCAPING / EA. PARKING SPACE, 32 STALLS + PAVING = 320+650 SF | 970 SF LANDSCAPE | 1,500 SF LANDSCAPE |
| PARKING ISLAND TREES | 7 TREES | 6 TREES 3 PALMS COUNTED 3:1 = (1 TREE) |
| SEC. 27-40. - SIGHT DISTANCE FOR LANDSCAPING (UNOBSTRUCTED CROSS-VISIBILITY AT A LEVEL BETWEEN (3) FEET AND (6) FEET) | CLEAR ZONE | TREES & SHRUBS CLEAR FROM 3-6' FT |
| TOTAL NUMBER OF TREES PROVIDED = | 35 TREES | 34 TREES |
| TOTAL PALMS PROVIDED = | | 15 PALMS COUNTED 3:1 = (5 TREES) |
| LAWN AREA CALCULATION | | |
| LAWN AREA (ST. AUGUSTINE SOD) PROVIDED | | 9,879 SF |

## NATIVE SPECIES:

* NATIVE SPECIES - HIGH DROUGHT TOLERANCE (OTHERS MEDIUM DROUGHT TOLERANCE)
** CONTRACTOR TO VERIFY SQUARE FOOTAGE

CONTRACTOR SHALL VERIFY PLANT QUANTITIES IN THE TABLE WITH THE PLAN. WHERE THERE IS A DISCREPANCY IN PLANT QUANTITIES, THE PLAN OVER RIDES THE PLANT LIST

## ROOT BARRIER NOTES:

TREES SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASED ON DESIGN REQUIREMENTS AND THE TREES SHOWN ON THESE PLANS ATTEMPT TO ACCOMPLISH THAT SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. TREES MAY BE FIELD ADJUSTED TO AVOID CONFLICTS WITH DRIVEWAYS AND UNDERGROUND UTILITIES. IN ANY CASE THE TREES SHALL BE LOCATED IN THE FIELD IN ACCORDANCE WITH THE PLANTING DETAILS SHOWN.

ADDITIONALLY, TREES ARE TO BE INSTALLED WITH TEN FOOT (10') SEPARATION FROM ANY WATER OR SEWER MAIN AND/OR SERVICE, HYDRANTS AND LIFT STATIONS. IF A TEN FOOT (10') SEPARATION CANNOT BE ACHIEVED, THE TREE CAN BE INSTALLED WITH A ROOT BARRIER SYSTEM. REFER TO THE "ROOT BARRIER" DETAIL FOR INSTALLATION REQUIREMENTS. HOWEVER, IN NO CASE SHALL A TREE ENCROACH INTO A PBCUE WITHOUT PRIOR BCWUD APPROVAL AND ONLY SOD CAN BE INSTALLED WITHIN 7.5' OF A FIRE HYDRANT UNLESS OTHERWISE APPROVED BY THE FIRE MARSHAL AND PBCWUD

SEE DETAIL 8, SHEET C-705 FOR ROOT BARRIER DETAILS.

**NOTE:** ROOT BARRIER SHALL BE PROVIDED FOR ALL LANDSCAPING PROPOSED WITHIN 10 FEET OR DRAINAGE PIPES, STRUCTURES AND CHAMBERS.

## GENERAL LANDSCAPE NOTES:

1. ALL PLANTING BEDS TO BE MULCHED WITH 3" FLORIMULCH MELALEUCA (COCOA BROWN) MULCH.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION
3. DIGGING IN UTILITY EASEMENTS SHALL BE BY HAND ONLY
4. THIS PLAN IS TO BE UTILIZED FOR LANDSCAPE PURPOSES ONLY.
5. ALL DISTURBED UNPAVED AREAS, EXCLUDING PLANTING BEDS, ARE TO BE INSTALLED AS LAWN IN ACCORDANCE WITH LANDSCAPE SPECIFICATION #2.C., UNLESS OTHERWISE STATED ON THIS PLAN.
6. SHRUBS PLANTED ALONG HEAD-IN PARKING STALLS SHALL BE INSTALLED TO ALLOW A CLEARANCE OF TWO FEET FROM FACE OF CURB TO ALLOW FOR BUMPER OVERHANG.
7. IF IRRIGATION IS REQUIRED BY THE OWNER OR APPROVING MUNICIPALITY, THE CONTRACTOR SHALL PROVIDE AN IRRIGATION SYSTEM MEETING THE SPECIFICATIONS OF THE CHOSEN PRODUCT'S MANUFACTURER. THE IRRIGATION DESIGN SHALL ACCOMMODATE LAWN AND BED AREAS EACH UNDER SEPARATE ZONES TO MAXIMIZE WATER EFFICIENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ANY PERMITS REQUIRED FOR THE INSTALLATION OF A RUST-FREE IRRIGATION SYSTEM.
8. PLANT MATERIAL SUBSTITUTIONS MUST BE FORMALLY SUBMITTED TO BOHLER ENGINEERING AND THE MUNICIPAL ENGINEER AND LANDSCAPE CONSULTANTS FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. ANY PLANT MATERIAL THAT ARE TO BE INSTALLED WITHIN STORMWATER BMP FEATURES MUST BE NATIVE SPECIES.
9. WITHOUT EXCEPTION, WEED BARRIER FABRIC SHALL NOT BE INSTALLED WITHIN ANY BMP FACILITY. BMP FACILITIES INCLUDE RAINGARDENS, INFILTRATION TRENCHES, VEGETATIVE SWALES AND STORMWATER BASINS.
10. ANY TREE INSTALLED WITHIN 10 FT. OF NEW CONCRETE SIDEWALKS AND/OR NEARBY UNDERGROUND UTILITY OR PIPE SHOULD BE INSTALLED WITH BIOBARRIER ROOT BARRIER FABRIC AS SHOWN. SEE DETAIL DETAIL 8, C-704.
11. THERE IS TO BE NO PLANTING OF TREES OR SHRUBS EITHER DIRECTLY OVER OR WITHIN 10 HORIZONTAL FEET OF THE SANITARY SEWER GRAVITY SEWERS AND FORCE MAIN.

PLANT SCHEDULE

| SYMBOL | CODE | QTY | BOTANICAL NAME | COMMON NAME | SIZE | CONTAINER | NATIVE | DROUGHT |
|---|---|---|---|---|---|---|---|---|
| **TREES** | | | | | | | | |
| | BS | 5 | BURSERA SIMARUBA | GUMBO LIMBO | 4" CAL. 16' MIN. OA. HT. | CONT./B&B | NATIVE | TOLERANT |
| | CE | 8 | CONOCARPUS ERECTUS | BUTTONWOOD | 4" CAL. 16' MIN. OA. HT. | CONT./B&B | NATIVE | TOLERANT |
| | QV | 14 | QUERCUS VIRGINIANA | SOUTHERN LIVE OAK | 4" CAL. 16' MIN. OA. HT. | CONT./B&B | NATIVE | TOLERANT |
| | TD | 9 | TAXODIUM DISTICHUM | BALD CYPRESS | 4" CAL. 16' MIN. OA. HT. | CONT./B&B | NATIVE | TOLERANT |
| **PALMS** | | | | | | | | |
| | SP | 15 | SABAL PALMETTO | CABBAGE PALMETTO | 22' OA HT MIN. | FG | NATIVE | TOLERANT |
| SYMBOL | CODE | QTY | BOTANICAL NAME | COMMON NAME | SIZE | CONTAINER | NATIVE | DROUGHT TOLERANT |
| **SHRUB AREAS** | | | | | | | | |
| | IVN | 71 | ILEX VOMITORIA 'NANA' | DWARF YAUPON HOLLY | 24" HT X 24" SPRD | CONTAINER | NATIVE | TOLERANT |
| | LMB | 120 | LIRIOPE MUSCARI 'BIG BLUE' | BIG BLUE LILYTURF | 24" HT X 24" SPRD | CONTAINER | NATIVE | TOLERANT |
| | MYC | 428 | MYRICA CERIFERA | WAX MYRTLE | 24" HT., X 24" SPRD., | CONTAINER | NATIVE | TOLERANT |
| | MYF | 675 | MYRCIANTHES FRAGRANS | SIMPSON'S STOPPER | 24" HT., X 24" SPRD., | CONTAINER | NATIVE | TOLERANT |
| | TRF | 48 | TRIPSACUM FLORIDANUM | DWARF FAKAHATCHEE GRASS | 24" HT. X 24" SPRD. | CONTAINER | NATIVE | TOLERANT |
| | ZAF | 137 | ZAMIA FLORIDANA | COONTIE PALM | 24" HT.X 24" SPRD | CONTAINER | NATIVE | TOLERANT |
| **SOD** | | | | | | | | |
| | SOD | 9,900 SF | STENOTAPHRUM SECUNDATUM 'PALMETTO' | PALMETTO ST. AUGUSTINE GRASS | SOD | FULL, TIGHT COVERAGE | | |
| | SOD-1 | 7,656 SF | PASPALUM NOTATUM | BAHIA GRASS | -- | PALLET | | |

## LEGEND

| | |
|---|---|
| EX. PROPERTY LINE | |
| EX. ADJACENT PROPERTY LINE | |
| EX. ROADWAY C/L | |
| PROP. PROPERTY LINE | |
| PROP. BUFFER | |
| PROP. SETBACK | |
| PROP. PARKING COUNT | |
| PROP. SIGN | |
| PROP. BUILDING ENTRANCES | |
| PROP. CONCRETE SIDEWALK | |
| PROP. STANDARD DUTY CONCRETE | |

20 10 5 0 20

1"= 20'

BOHLER

SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SURVEYING AND MAPPING
PERMITTING SERVICES
TRANSPORTATION SERVICES

THE INFORMATION CONTAINED IN THIS PLAN IS PROPRIETARY AND SHALL NOT BE USED OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF BOHLER ENGINEERING FLORIDA, LLC. ©2021 BOHLER ENGINEERING FLORIDA, LLC

**REVISIONS**

| REV | DATE | COMMENT | DRAWN BY / CHECKED BY |
|---|---|---|---|
| | | | |

Sunshine811
Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.
*Check positive response codes before you dig!*

PERMIT SET

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

| | |
|---|---|
| **PROJECT No.:** | FLC230008.00 |
| **DRAWN BY:** | BW |
| **CHECKED BY:** | BW |
| **DATE:** | 2023-12-21 |
| **CAD I.D.:** | SITE-0 |

PROJECT:

**PUBLIC STORAGE PEMBROKE PARK #00412**

FOR

Public Storage

PROPOSED PUBLIC STORAGE DEVELOPMENT

3080 W PEMBROKE ROAD,
HALLANDALE BEACH, FL 33009
TOWN OF PEMBROKE PARK
FOLIO # 514220010130
SEC 20 / TOWNSHIP 51 S / RANGE 42 E

BOHLER

1 SE 3rd AVENUE
SUITE 2700
MIAMI, FLORIDA 33131
Phone: (786) 681-0800

FLORIDA BUSINESS CERT. OF AUTH. No. 30780

STATE OF FLORIDA REGISTERED LANDSCAPE ARCHITECT LA #6667566

Digitally signed by Michael Waldman, PLA, CN=bwaldman@bohlereng.com, OU=Bohler Engineering FL LLC, O=Bohler Florida, C=US, E=bwaldman@bohlereng.com, Reason: I am the author of this document, Date: 2024.09.12 18:08:04-04'00'

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY BRETT MICHAEL WALDMAN, PLA, ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SHEET TITLE:

**LANDSCAPE PLAN**

SHEET NUMBER:

C-703

ORG. DATE - 2023-09-29

Sep 13, 2024
H:\2023\FLC230008.00\ENGINEERING\CAD\DRAWINGS\PLAN SET\FLC230008.00-LAND-0-----LAYOUT C-703 LANDSCAPE PLAN (BW)

VIEW FROM NORTHWEST

ZONING STAMP

Public Storage

PS #00412
PUBLIC STORAGE PEMBROKE
3080 W PEMBROKE ROAD
HALLANDALE BEACH, FL
FOLIO # 514220010130

PRELIMINARY RENDERING
08.08.2024

1722 ROUTH STREET, SUITE 122
DALLAS, TEXAS 75201
972-788-1010 FAX 972-788-1024

OBRIEN

VIEW FROM SOUTHWEST

ZONING STAMP

Public Storage

PS #00412
PUBLIC STORAGE PEMBROKE
3080 W PEMBROKE ROAD
HALLANDALE BEACH, FL
FOLIO # 514220010130

PRELIMINARY RENDERING
08.08.2024

1722 ROUTH STREET, SUITE 122
DALLAS, TEXAS 75201
972-788-1010 FAX 972-788-1024

OBRIEN

# Agenda Item Report

| | |
|---|---|
| Subject: | VIA Actuarial Solutions Engagement Letter - Town Attorney Horowitz<br>RESOLUTION NO. 2025-003<br>A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND VIA ACTUARIAL SOLUTIONS, ATTACHED HERETO AS EXHIBIT "A," FOR ACTUARIAL SERVICES; AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. |
| Meeting Date: | REGULAR COMMISSION MEETING - Jan 15 2025 |
| Prepared For: | Town Commission |
| Staff Contact: | Jacobs Horowitz, Town Attorney |
| Dept/Group: | Legal |
| Recommendation for Counsel to consider: | |
| Background Information: | |
| Staff Recommendations: | The Town Attorney has reviewed the engagement letter, and prepared the attached addendum to go along with the engagement letter. Also included is a resolution providing for a waiver of procurement, as required by code. |
| Financial Implications: | |
| Alternatives: | |

**ATTACHMENTS:**

Proposed Resolution 2025-003
Engagement Letter_Pembroke Park_2024
Addendum (VIA Actuarial)

**RESOLUTION NO. 2025-003**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND VIA ACTUARIAL SOLUTIONS, ATTACHED HERETO AS EXHIBIT "A," FOR ACTUARIAL SERVICES; AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the Town Commission of the Town of Pembroke Park seeks to engage VIA Actuarial Solutions pursuant to the terms and conditions set forth in the agreement attached hereto as Exhibit "A;" and

**WHEREAS,** Sec. 2-125(117) of the Town's Code of Ordinances authorizes the Town to waive procurement requirements pursuant to a resolution of the Town Commission; and

**WHEREAS,** the Town Commission of the Town of Pembroke Park, Florida, finds that engaging VIA Actuarial Solutions to assist with the Town's actuarial services related to the Town's pension plan is in the best interests of the citizens and residents of the Town.

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

**Section 1.** The aforementioned "Whereas" clause is hereby ratified and confirmed as being true and correct and is incorporated herein.

**Section 2.** The Town Commission of the Town of Pembroke Park, Florida, hereby approves and authorizes the execution of the agreement between the Town and VIA Actuarial Solutions, attached hereto as Exhibit "A" and incorporated herein. The Town Manager is hereby authorized to execute the agreement on behalf of the Town

**Section 3.** The Town Manager is authorized to conform and make additional changes to the agreement which are consistent with the Town's ordinances, resolutions and policies as needed and approved as to form and legality by the Town Attorney without further approval of the Town Commission.

**Section 4.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**Section 5.** If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

**Section 6.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED this 15th day of January 2025.**

_____
MAYOR ASHIRA MOHAMMED

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

October 28, 2024

Ashira Mohammed
Town of Pembroke Park, Florida
3150 SW 52nd Ave
Pembroke Park, FL 33023

Re: **Engagement Letter for Actuarial Services**

Thank you for this opportunity to provide actuarial and consulting services to the Town of Pembroke Park, Florida. This letter and attachments (collectively, the "Agreement") document the Scope of Services ("Services") that Northern Consulting Actuaries, Inc. d/b/a VIA Actuarial Solutions (hereafter, "VIA" or "we" or "our") will provide to the Town of Pembroke Park, Florida. (hereafter "Pembroke Park" or "you" or "yours" or "Client") and the Town of Pembroke Park's Pension Plan (hereafter "Plan"). It also describes our fees, expenses, and the Terms and Conditions for those services.

After reviewing the enclosed Scope of Services and Terms and Conditions, please sign and date the Acknowledgement and Consent form. Future services will be provided under this same engagement letter for a fee agreed to by both parties, or we can provide an updated engagement letter if you prefer.

Please feel free to contact us if you have any questions about the proposed engagement. We will commence work under this engagement upon receipt of a signed copy of this Agreement.

Thank you again for choosing VIA Actuarial Solutions to be your trusted actuarial consultant.

Sincerely,

Scott Striegel, FSA, EA, MAAA
Consulting Actuary

L/D/C/R: 3/ses/mws

## Scope of Services

Our proposed scope of services and related fees are outlined below.

| Fixed Fee Services | Fixed Fee |
|---|---|
| **FY2024 actuarial valuation, including calculation of 2024 actuarially determined contribution, accounting results under ASC 960 and GASB 68, and Florida Statute 112.64 reporting** | **$6,700** |

| Other Consulting Services (Upon Request) | Fee |
|---|---|
| **Actuarial review meetings (videoconference)** | $500 |
| **Other consulting projects** | Hourly rates |

Out-of-scope and consulting projects will be billed based on the time and expense needed to complete these projects or for a fixed fee agreed upon by both parties. For calendar year 2024, our hourly rates are $150 to $250 for actuarial analysts and managers and $350 to $400 for consulting actuaries. We are glad to estimate fees for additional projects as requested. Out-of-scope projects may include time spent on:

- meetings and preparation,
- significant changes in your plan, accounting, or funding arrangements, and
- cleanup of inaccurate data or data not provided in the form requested.

The annual fees and hourly rates stated in this engagement letter are subject to annual inflationary updates beginning in 2025 and each year thereafter. VIA will propose inflationary adjustments to the Plan before beginning work on subsequent valuations. The hourly rate schedule is updated automatically each calendar year.

The proposed fees assume no substantial changes to the plan census, assumptions, plan provisions, or funding arrangement. If any of these factors change significantly then we will provide a separate proposed fee.

Out-of-pocket expenses will be passed on to you without markup. Bills are sent as often as monthly, and your payment is due within 30 days of the invoice date. Interest will accrue on the unpaid balance at the rate of ½% per month. If we receive your payment within 30 days, the interest will be waived.

## Terms and Conditions

**COOPERATION AND WARRANTY REGARDING DOCUMENTS AND INFORMATION.** You understand that in order for us to provide the Services to you we will require your assistance and cooperation. You agree to provide us with all documents and information reasonably requested by us in order for us to perform the Services and you warrant that such documents and information are true and accurate to the best of your knowledge after due inquiry. We will not be liable for any inaccurate results of our Services due to our reliance upon incorrect or incomplete documents or information.

**CONFIDENTIALITY.** All data, records, and information concerning the Plan and the participants of the Plan provided by you or on your behalf to VIA in connection with this Agreement, other than information that is either in the public domain, obtained from third parties, or which is otherwise developed by VIA shall be considered "Confidential Client Information." VIA agrees to use reasonable efforts to protect all Confidential Client Information and has reasonable safeguards to protect against the disclosure or misuse of Confidential Client Information that is in VIA's care or custody. VIA will protect the Confidential Client Information with the same degree of care that it uses to protect and safeguard VIA's own like information, but not less than the degree of care that would be exercised by a prudent person given the sensitivity of the Confidential Client Information. In preserving the confidentiality of Client communications and information, it is important that we have your agreement on the methods we will use in communicating with you. Unless you tell us otherwise, you agree that it is appropriate to use mail and emails in the course of our providing the Services to you without encryption or other special measures. The exception is transmission of participant census data which must be transmitted using our secure data transfer site or similar method. Please let us know if you have special requests or requirements for the methods of communication or persons to be included in such communications.

**RETENTION OF RECORDS.** We will retain final copies of actuarial work products for seven years after completion of each project. Although we keep copies of the work we perform for you for seven years, these copies are solely for our files. The plan sponsor is responsible for keeping copies of all documents needed for the Plan's permanent records, including copies of the work we perform for you and the information we send to you.

**DETERMINATION OF FEES THAT MAY BE PAID BY THE PLAN.** If you choose to pay our or other fees from the Plan, it is your responsibility as the fiduciary to ensure that it's permissible for the Plan to pay for such activities.

**INDEMNIFICATION.** You agree as part of this engagement to indemnify and hold harmless VIA from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys' fees and collection or court costs) arising from or in connection with the operation of the Plan or the rendering of plan-related services by the Client, the Plan Administrator, or any third party. This indemnification does not include claims, losses, damages, liabilities, costs, and expenses attributable solely to any gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

We agree as part of this Agreement to indemnify and hold harmless the Client and the Plan from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys' fees and collection or court costs) (collectively "Claims") arising from or in connection with the operation of the Plan or the rendering of plan-related services by VIA, to the

## Terms and Conditions *(continued)*

extent that such Claims are attributable solely to gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

**REPRESENTATIONS AND WARRANTIES.** We represent and warranty that we (a) have the right, power and authority to enter into this Agreement and to fully perform all of our obligations hereunder; and (b) will use commercially reasonable efforts to provide all services required of us under the Agreement in accordance with prevailing industry standards. You represent and warranty that you have the right, power, and authority to enter into this Agreement and to fully perform all of your obligations hereunder.

**NO ASSIGNMENT OR DELEGATION.** Neither VIA nor you may assign this Agreement in whole or in part, nor delegate any part or all of its duties, without the other's prior written consent.

**SEVERABILITY.** If any provision of this Agreement is held to be or is invalid or unenforceable, the validity and/or enforceability of the remaining portions shall not be impaired or affected in any way. A waiver of any provision of this Agreement does not likewise waive any other provision of this Agreement.

**MODIFYING THIS ENGAGEMENT.** The terms of this engagement between you and us represented by this Agreement shall not be subject to modification (except with regard to fees, as outlined above), except as agreed upon in writing by both you and us.

**TERM AND TERMINATION**. **This engagement letter is effective beginning October 1, 2024 and shall automatically renew on an annual basis unless terminated earlier by either party as described below.** Future actuarial services will be provided under this same engagement letter for a fee agreed to by both parties and described in a new Scope of Services, or we can provide an updated engagement letter if you prefer.

You have the right to terminate our services with 60 days prior written notice. Termination of our services will not relieve you of the obligation to pay for all accrued charges and expenses for work through the end of our engagement. We will have the same right of termination, subject to our obligation to give you 60 days prior written notice. If our billing statements are not timely paid, however, we will have the right to terminate our Services upon 5 days prior written notice following a default in the payment of our fees and expenses, upon the expiration of which notice period we will have the right to not provide any Services or advance any expenses until all amounts due are paid in full. Furthermore, if we are required to take action to collect our fees and expenses, you agree to pay all professional fees (including reasonable attorneys' fees) and expenses incurred by us in such collection action.

**ENTIRE AGREEMENT.** Our performance of the Services is subject to the terms of this letter, including our Terms and Conditions ("Terms and Conditions"). This letter, together with the Scope of Services and these Terms and Conditions, constitute the entire Agreement between VIA Actuarial Solutions and you and supersede all previous agreements between us whether written or oral. Should the scope of our Services change, you agree that we will either amend the Scope of Services or we will execute a new engagement letter incorporating such changes. We will not be required to provide Services not included in the Scope of Services agreed to in this letter.

## Acknowledgement and Consent

The undersigned authorized representative of the Town of Pembroke Park, Florida (Pembroke Park) and the Town of Pembroke Park's Pension Plan (the Plan) has read this letter from VIA Actuarial Solutions, understands its contents, and agrees on behalf of Pembroke Park and the Plan to the Scope of Services; fees and expenses; and Terms and Conditions set forth in the Agreement.

Date: _____, 2024 By _____

Title _____

## Addendum to Terms and Conditions

The following shall be included as part of the Engagement Letter for Actuarial Serviced, dated October 28, 2024, (the "Proposal") between the **Town of Pembroke Park**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 3150 S.W. 52nd Avenue, Pembroke Pines, FL 33023 ("Town") and **VIA Actuarial Solutions**, with offices at 121 N. Washington Ave, 4th Floor, Minneapolis, MN 55401 ("VIA"). In the event of any conflict between the language in the Proposal and this Addendum, the terms of this Addendum shall take precedence.

1. **Payment Terms**

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

2. **Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

3. **Sovereign Immunity**

Nothing contained herein is intended nor shall be construed to waive Town's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

4. **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Agreement, neither VIA nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. VIA will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. VIA further agrees that VIA will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

5. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that VIA is an independent contractor under this Agreement and not the Town 's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. VIA shall retain sole and absolute discretion in the judgment of the manner and means of carrying out STS's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of VIA. VIA agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for

the VIA Products and Services; however, the VIA Products and Services are provided "AS IS" and as available. This Agreement shall not be construed as creating any joint employment relationship between VIA and the Town and the Town will not be liable for any obligation incurred by VIA, including but not limited to unpaid minimum wages and/or overtime premiums.

6. **Binding Authority**

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

7. **Assignments; Amendments**

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

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

8. **Public Records**

8.1 The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. VIA shall comply with Florida's Public Records Law. Specifically, VIA shall:

8.1.1 Keep and maintain public records required by the Town to perform the service;

8.1.2 Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

8.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, VIA shall destroy all copies of such confidential and exempt records remaining in its possession after VIA transfers the records in its possession to the Town, unless otherwise required by law; and

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

8.2 The failure of VIA to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Town may terminate the Agreement by providing VIA with at least thirty (30) days prior, provided, however, that VIA will be given the opportunity to cure the breach within said period of time.

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

**TOWN CLERK**
**3150 SW 52nd Avenue**
**Pembroke Park, FL 33023**
**(954) 966-4600 #234**
**townclerk@tppfl.gov**

9. **Notice**

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

TOWN: Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600

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

VIA: VIA Actuarial Solutions
Attn: Scott Striegel
121 N Washington Ave
4th Floor
Minneapolis, MN 55401
Telephone No. 612-596-5960
Email: sstriegel@viaactuarial.com

10. **Attorneys' Fees**

In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs.

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

12. **Scrutinized Companies**

VIA, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

12.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

12.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

12.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

12.2.2 Is engaged in business operations in Syria.

13. **E-Verify**

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

13.1 Definitions for this Section:

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

13.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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

13.2 Registration Requirement; Termination:

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

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

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

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

**SIGNATURE PAGE TO FOLLOW**

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

**TOWN:**

TOWN OF PEMBROKE PARK

ATTEST:

_____
CYNTHIA GARCIA-LIMA,
TOWN CLERK

BY:_____
DAVID LYNCH
TOWN MANAGER

APPROVED AS TO FORM.

_____
JACOB G. HOROWITZ
TOWN ATTORNEY

**VIA ACTUARIAL SOLUTIONS:**

Signed By: _____

Print Name: _____

Title: _____

# Agenda Item Report

| | |
|---|---|
| Subject: | Ordinance Amending Section 2-125 - Town Attorney Horowitz<br>ORDINANCE 2025-001<br>AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE V OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PROCUREMENT;" BY SPECIFICALLY AMEDNING SECTION 2-125 OF THE TOWN CODE, ENTITLED "APPLICATION AND EXCLUSIONS;" PROVIDING FOR AN AMENDED PROCESS TO WAIVE CERTAIN COMPETITIVE BIDDING REQUIREMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE. |
| Meeting Date: | REGULAR COMMISSION MEETING - Jan 15 2025 |
| Prepared For: | Town Commission |
| Staff Contact: | Jacobs Horowitz, Town Attorney |
| Dept/Group: | |
| Recommendation for Counsel to consider: | |
| Background Information: | As directed by the commission, this item amends the process to waive competitive bidding requirements and provides for a waiver by motion rather than by resolution. |
| Staff Recommendations: | |
| Financial Implications: | There is no financial impact. |
| Alternatives: | |

**ATTACHMENTS:**

Proposed Ordinance 2025-001

**ORDINANCE NO. 2025-001**

**AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE V OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PROCUREMENT;" BY SPECIFICALLY AMEDNING SECTION 2-125 OF THE TOWN CODE, ENTITLED "APPLICATION AND EXCLUSIONS;" PROVIDING FOR AN AMENDED PROCESS TO WAIVE CERTAIN COMPETITIVE BIDDING REQUIREMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Pembroke Park ("Town") wishes to provide for a practical and efficient procurement system; and

**WHEREAS,** the Town Commission of the Town of Pembroke Park ("Town Commission") desires to amend exclusions to its procurement code under Section 2-125(d)(17) of the Town's Code of Ordinances, related to the waiver of procurement procedures; and

**WHEREAS**, the Town Commission has determined that amending Section 2-125(d)(17) of the Town's Code of Ordinances is in the best interest of the Town and its residents.

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

**Section 1.** Adoption of Representations. The foregoing "whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Ordinance.

**Section 2.** Intent and Purpose. The purpose of this Ordinance is to address the need for practical and efficient exclusions to the Town's Procurement Code set forth in Article V of the Town's Code. The Town Commission has determined that such regulations can help ensure the health, safety, and welfare of the Town's residents.

**Section 3.** Section 2-125(d)(17) of the Town's Code of Ordinances is amended as follows:

**Section 2-125. Application and exclusions.**

***

(d) Exclusions. The mandatory commission approval amount and the competitive solicitation and selection processes set forth in this article shall not apply to the following:

***

(17) Purchases of goods or services for which the provisions of this article are waived by the Town Commission by ~~resolution~~ motion, upon a public finding by City Commission that such a waiver is in the best interests of the Town.

**Section 4**. Conflicts. All ordinances or Code provisions in conflict herewith are hereby repealed.

**Section 5**. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 6**. Inclusion in Code. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the Town of Pembroke Park and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

**Section 7**. Effective Date. This Ordinance shall become effective upon passage and adoption.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS 15th DAY OF JANUARY, 2025.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ___ DAY OF _____, 2025.**

_____
MAYOR ASHIRA MOHAMMED

ATTEST:

_____
Cynthia Garcia-Lima
Town Clerk

Approved as to form and legal sufficiency:

_____
Jacob G. Horowitz
Town Attorney

| | VOTE |
|---|---|
| ASHIRA MOHAMMED | _____ |
| GEOFFREY JACOBS | _____ |
| MUSFIKA KASHEM | _____ |
| WILLIAM R. HODGKINS | _____ |
| ERIK MORRISSETTE | _____ |