



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, February 8, 2023
Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS / PROCLAMATIONS	
5.1. Proclamation Black History Month - Mayor and Commissioners Black History Month 2023	6
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
7. CONSENT AGENDA	
7.1. Approval of Minutes - Town Clerk Martell 11 12 2022 SPECIAL COMMISSION MEETING 12 14 2022 REGULAR COMMISSION MEETING 12 28 2022 WORKSHOP COMMISSION MEETING 01 11 2023 REGULAR COMMISSION MEETING 01 25 2023 WORKSHOP COMMISSION MEETING	7 - 36
7.2. Changing Department Name – Code Enforcement to Code Compliance Department - HR Director Friedman, Building Official Nunez Staff recommends approval of department name change. Agenda Item Report - AIR-23-005 - Pdf	37 - 38
7.3. Increasing Sewer Headcount - Mayor Jacobs, HR Director Friedman Staff recommends approval Agenda Item Report - AIR-23-009 - Pdf	39 - 40
7.4. Additional "Pro" licensing for Axon Body Cameras - Police Chief Howard Staff recommends the purchase of these additional licenses as we build out our Body Worn Camera Program Agenda Item Report - AIR-23-002 - Pdf	41 - 47

7.5.	Salvage Vehicle - Chrysler Sebring - Building Official Nunez	48 - 50
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We are recommending approval.

[Agenda Item Report - AIR-23-003 - Pdf](#)

8. RESOLUTIONS

8.1.	Fire Assessment - Town Manager Jimenez	51 - 52
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RESOLUTION 2022-023

A RESOLUTION OF THE TOWN OF PEMBROKE PARK CONFIRMING **THE COMMISSION'S INTENT TO UTILIZE THE UNIFORM METHOD OF LEVY AND COLLECTION OF NON-AD VALOREM ASSESSMENTS WITHIN THE TOWN WHICH MAY BE LEVIED BY THE TOWN IN ACCORDANCE WITH THE PROVISIONS OF SECTION 197.3632, FLORIDA STATUTES FOR THE PURPOSES OF THE PROVISION OF FIRE RESCUE SERVICES; PROVIDING FOR AN EFFECTIVE DATE.**

[2022-023 Uniform Collection Resolution- fire only](#)

9. ORDINANCES - 1ST READING

9.1.	Presentation - Planning Consultant Vonder Meulen	53 - 61
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[Planner presentation 30 Ave TC 011823](#)

9.2.	22-CP-03 Land Use Plan Amendment (LUPA) - Planning Consultant Vonder Meulen	62 - 94
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ORDINANCE NO. 2023-001

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING AN AMENDMENT TO THE TOWN'S FUTURE LAND USE MAP FOR THE APPROXIMATELY 16.56 ACRES OF REAL PROPERTY GENERALLY LOCATED ALONG S.W. 30TH AVENUE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN (THE "PROPERTY"); AMENDING THE PROPERTY'S LAND USE FROM INDUSTRIAL TO COMMERCIAL; DIRECTING THE TOWN CLERK TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AND THE PROPOSED LAND USE PLAN AMENDMENT TO THE APPROPRIATE PARTIES; REQUESTING BROWARD COUNTY TO AMEND ITS LAND USE AND TO AUTHORIZE THE BROWARD COUNTY PLANNING COUNCIL TO TRANSMIT A COPY OF THE AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY ON BEHALF OF THE TOWN AND ANY OTHER INTERESTED GOVERNMENTAL ENTITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[Planner 1 SW 30th TC Staff Report](#)

[Planner 1 22-CP-03 Lupa Signed](#)

[Planner 1 LUPA Final](#)

- 9.3. 22-RZ-01 Text Amendment Application MXE District - Planning Consultant Vonder Meulen 95 - 116
- ORDINANCE NO. 2023-002**
- AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28, ENTITLED “ZONING;” CREATING DIVISION 5.8, TO BE ENTITLED “MXE - MIXED-USE ENTERTAINMENT DISTRICT;” PROVIDING REGULATIONS FOR THE MIXED-USE ENTERTAINMENT DISTRICT; PROVIDING FOR DEFINITIONS; PROVIDING FOR INTENT AND PURPOSE; PROVIDING FOR PERMITTED USES AND SPECIFIC USE REGULATIONS; PROVIDING FOR HEIGHT RESTRICTIONS; PROVIDING FOR FLOOR AREA REGULATIONS; PROVIDING FOR SETBACKS; PROVIDING FOR PARKING; PROVIDING FOR A GEOGRAPHIC AREA; PROVIDING FOR DEVELOPMENT STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
- [Planner 2 SW 30th TC Staff Report \(003\)](#)
[Planner 2 22-RZ-01 Text Amdn Signed](#)
[Planner 2 Text Amendment Mixed Use Entertainment District](#)
[2023-002 Ord \(Text Amendment - MXD District\) \(00550050xC4B6A\)](#)
- 9.4. 22-RZ-04 Rezoning B-1 and M-1 to MXE - Planning Consultant Vonder Meulen 117 - 124
- ORDINANCE NO. 2023-003**
- AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 28, ENTITLED “ZONING;” PROVIDING FOR THE REZONING OF THE APPROXIMATELY 16.56 ACRES OF REAL PROPERTY GENERALLY LOCATED ALONG S.W. 30TH AVENUE IN PEMBROKE PARK, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN, FROM THE PRESENT ZONING CLASSIFICATION OF B-1 (BUSINESS DISTRICT) AND M-1 (INDUSTRIAL DISTRICT) TO MXE (MIXED-USE ENTERTAINMENT DISTRICT); PROVIDING FOR AN AMENDMENT TO THE TOWN’S OFFICIAL ZONING MAP; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
- [Planner 3 SW 30th TC Staff Report \(003\)](#)
[Planner 3 22-RZ-04 Rezone Signed](#)
[Planner 3 Zoning Legal Descriptin](#)
[2023-003 Ord \(Rezoning - MXD - SW 30th Ave\) \(00550422-2xC4B6A\)](#)
10. ORDINANCES - 2ND READING
- 10.1. Amending responsibility for connection to Town system - Building Official Nunez 125 - 127

ORDINANCE NO. 2022-017

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING SECTION 28-279 “Responsibility for connection to
Town system” WITHIN CHAPTER 28 “ZONING” AND MOVING THE
SECTION TO CHAPTER 26 “UTILITIES”; RESCINDING ORDINANCE
NO. 2022-010; PROVIDING FOR SEVERABILITY; PROVIDING FOR
INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING
CONFLICTING ORDINANCES AND RESOLUTIONS; AND
PROVIDING AN EFFECTIVE DATE.**

[2022-017 Planning Utilities rescinding 2022-010](#)

11. NEW BUSINESS

- 11.1. Broward County Interlocal Agreement for Temporary Debris Management Sites - Building Official Nunez 128 - 139

We are recommending approval.

[Agenda Item Report - AIR-23-015 - Pdf](#)

- 11.2. Police Academy Sponsorship - Police Chief Howard 140 - 147

Staff recommends approving two slots for attendance at the Broward County Training Academy for 2023.

[Agenda Item Report - AIR-23-014 - Pdf](#)

- 11.3. New employee's reimbursement contract - Police Chief Howard 148 - 154

Staff recommends implementing a reimbursement program for costs of training and non-raiseable equipment.

[Agenda Item Report - AIR-23-013 - Pdf](#)

- 11.4. Senate request for funding of a Community Service Aid Program (CSA) - Police Chief Howard 155 - 161

Staff recommends moving forward with this request for funding.

[Agenda Item Report - AIR-23-012 - Pdf](#)

- 11.5. Representative request - Police Chief Howard 162 - 174

Staff recommends approval to move this request forward for possible funding

[Agenda Item Report - AIR-23-011 - Pdf](#)

- 11.6. Power DMS Renewal - Police Chief Howard 175 - 176

Staff Recommends renewing our current contract with Power DMS

[Agenda Item Report - AIR-23-010 - Pdf](#)

- 11.7. Capital Improvement Plan - Town Manager Jimenez 177 - 213

[FY23 CIP Plan Final](#)

- 11.8. Environmental Assessment and Fee Proposal - Town Manager Jimenez 214 - 229
[Environmental Contract](#)
[Exhibit Pembroke Park Park Environmental Assessment Scope and Fee Proposal](#)
- 11.9. Christmas Lights Budget - Mayor Jacobs
- 11.10. L.W.C.F Grant - Mayor Jacobs 230 - 232
[Park Plan Grant](#)
- 11.11. Monthly Farmers Market - Mayor Jacobs

12. OLD BUSINESS

13. DISCUSSION

14. ATTORNEY REPORTS

15. TOWN MANAGER REPORTS

16. COMMISSION REPORTS

Clerk Commissioner Hodgkins

Vice Mayor Dieuville

Mayor Jacobs

17. ANNOUNCEMENTS

- 17.1. Special Magistrate Hearing, Wednesday, February 15, 2023 at 9:00 AM
Workshop Commission Meeting, Wednesday, February 22, 2023 at 6:00 PM

Regular Commission Meeting, Wednesday, March 8, 2023 at 7:00 PM

18. ADJOURNMENT

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

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

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

Marlen D. Martell
Town Clerk

Regular Commission Meeting
February 8, 2023



TOWN OF PEMBROKE PARK

PROCLAMATION

BLACK HISTORY MONTH, 2023

WHEREAS: *the Town of Pembroke Park recognizes February as Black History Month; and*

WHEREAS: *IN 1976, as part of the Nation's bicentennial, Black History week was expanded and became established as Black History Month, and is now celebrated all over North America, and*

WHEREAS: *Black History month is celebrated as an acknowledgement of the contributions numerous African American and Black Individuals have made throughout history; and*

WHEREAS: *Today, Black History Month is a time to honor the contributions and legacy of African Americans across U.S. history and society—from activists and civil rights pioneers to leaders in industry, politics, science, culture and more.*

WHEREAS: *Black History month is an opportunity to understand Black History, going beyond racial discrimination and violence to focus on Black achievement amongst minorities young and old; and*

WHEREAS: *African American history is American History,*

AND *urge all residents of the Town of Pembroke Park to take the time and honor achievements of Black and African Americans in every endeavor throughout history.*

NOW, THEREFORE WE, *Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuville and Clerk Commissioner William R. Hodgkins by virtue of the authority vested by the Town of Pembroke Park do hereby proclaim the month of February as*

BLACK HISTORY MONTH

Dated this 8th day of February, 2023.

Geoffrey Jacobs Mayor

Reynold Dieuville Vice Mayor

William R. Hodgkins Clerk Commissioner



MINUTES SPECIAL COMMISSION MEETING

10:00 AM - Saturday, November 12, 2022
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Saturday, November 12, 2022, at 10:00 AM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Geoffrey Jacobs; Vice Mayor Reynold Dieuville; and Clerk Commissioner Bill Hodgkins

EXCUSED:

1. **CALL TO ORDER**
by Mayor Jacobs at 10:05am
2. **PLEDGE OF ALLEGIANCE**
Led by Mayor and Commissioners
3. **ROLL CALL**
4. **ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA**
ADD 11.1 ATTORNEY MELISSA ANDERSON
REMOVE ITEM 12.1 TO A FUTURE MEETING
5. **PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE**
DAVID ROACH SPOKE ON RECORD
GREGG JACOBS SPOKE ON RECORD
6. **PRESENTATIONS**
 1. Proclamations

PROCLAMATION FOR NATIVE AMERICAN HERITAGE MONTH READ BY
VICE MAYOR
DIEUVEILLE

PROCLAMATION FOR POLICE MONTH READ BY MAYOR JACOBS
7. **CONSENT AGENDA**
 1. Approval of Minutes - Town Clerk Martell

10 15 2022 SPECIAL COMMISSION MEETING
10 26 2022 VIRTUAL COMMISSION MEETING

2. Police Department Built-Out Status - Building Official Nunez
3. Salary increase for Joy Brown due to being placed in a new position - Police Chief Howard
4. SW 30th Street Sanitary Sewer Feasibility and Force Main Replacement - Public Services Director Clark
5. Holiday Lighting - Public Services Director Clark
6. Building supervisors take home vehicles - Building Official Nunez

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Bill Hodgkins

MOTION TO ACCEPT THE CONSENT AGENDA

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and
Clerk Commissioner Bill Hodgkins

PASSED 3-0 on a recorded vote

8. RESOLUTIONS

NONE

9. ORDINANCES - 1ST READING

1. Amending the responsibilities of the Planning and Zoning Board - Building Official Nunez

ORDINANCE NO. 2022-016

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING SECTION 28-36 OF CHAPTER 28 "ZONING", ARTICLE II
"ADMINISTRATION" WITHIN THE TOWN OF PEMBROKE PARK CODE OF
ORDINANCES TO FURTHER DEFINE THE RESPONSIBILITIES OF THE
TOWN'S PLANNING AND ZONING BOARD;** PROVIDING FOR
SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF
ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND
RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Jacobs opened for public comment-NONE
Mayor Jacobs closed public comment

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Bill Hodgkins

MOTION TO APPROVE ORDINANCE NO. 2022-016

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and
Clerk Commissioner Bill Hodgkins

PASSED 3-0 on a recorded vote

2. Amending responsibility for connection to Town system - Building Official
Nunez

ORDINANCE NO. 2022-017

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING SECTION 28-279 “Responsibility for connection to Town
system” WITHIN CHAPTER 28 “ZONING” AND MOVING THE SECTION TO
CHAPTER 26 “UTILITIES”; RESCINDING ORDINANCE NO. 2022-010;**
PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE
CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES
AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Jacobs opened for public comment-NONE
Mayor Jacobs closed public comment

Moved by Clerk Commissioner Bill Hodgkins
Seconded by Vice Mayor Reynold Dieuveille

MOTION TO APPROVE ORDINANCE NO. 2022-017

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and
Clerk Commissioner Bill Hodgkins

PASSED 3-0 on a recorded vote

10. ORDINANCES - 2ND READING

1. Amendment of Election Ordinance - Town Clerk Martell, Town Attorney
Anderson

ORDINANCE NO. 2022-012

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING CHAPTER 8 “ELECTIONS”, ARTICLE 2 “REGISTRATION OF
ELECTORS”, ARTICLE III “ELECTION PROCEDURE”, ARTICLE IV “POLL
WATCHERS”, AND ARTICLE V “QUALIFICATIONS OF CANDIDATES” OF
TOWN’S CODE TO UPDATE TERMINOLOGY WITHIN THE ARTICLES AND
TO CLARIFY THE DATE FOR CANDIDATE QUALIFICATION;** PROVIDING
FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF
ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND
RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Bill Hodgkins

Mayor Jacobs opened for public comment-NONE
Mayor Jacobs closed public comment

MOTION TO APPROVE ORDINANCE 2022-012

Ayes: Mayor Geoffrey Jacobs, Clerk Commissioner Bill Hodgkins,
and Vice Mayor Reynold Dieuveille

PASSED 3-0 on a recorded vote

2. Commission salary \$10,000 increase - Town Manager Jimenez

ORDINANCE NO. 2022-013

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE II “TOWN
COMMISSION”, DIVISION 2 “COMPENSATION” TO INCREASE
COMMISSION PAY BY \$10,000 ANNUALLY FOR EACH COMMISSIONER;**
PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE
CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES
AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Moved by Vice Mayor Reynold Dieuveille

Seconded by Clerk Commissioner Bill Hodgkins

Mayor Jacobs opened for public comment-NONE

Mayor Jacobs closed public comment

MOTION TO APPROVE ORDINANCE 2022-013

Ayes: Mayor Geoffrey Jacobs, Clerk Commissioner Bill Hodgkins,
and Vice Mayor Reynold Dieuveille

PASSED 3-0 on a recorded vote

3. Proposed Dumpster Enclosures Requirements - Building Official Nunez

ORDINANCE NO. 2022-014

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING ARTICLE III “DUMPSTERS” WITHIN CHAPTER 11 “GARBAGE
AND REFUSE” OF THE TOWN’S CODE OF ORDINANCE TO REQUIRE
DUMPSTER ENCLOSURES WITHIN THE TOWN;** PROVIDING FOR
SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF
ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND
RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Moved by Clerk Commissioner Bill Hodgkins

Seconded by Vice Mayor Reynold Dieuveille

Mayor Jacobs opened for public comment-NONE

Mayor Jacobs closed public comment

MOTION TO APPROVE ORDINANCE 2022-014

Ayes: Mayor Geoffrey Jacobs, Clerk Commissioner Bill Hodgkins,
and Vice Mayor Reynold Dieuveille

PASSED 3-0 on a recorded vote

4. Proposed change to parking spaces dimensions - Town Ordinance 28-301 -
Building Official Nunez

ORDINANCE NO. 2022-015

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**AMENDING CHAPTER 28 “ZONING”, ARTICLE IV “SUPPLEMENTAL
DISTRICT REGULATIONS”, DIVISION 2 “OFF-STREET PARKING” OF
TOWN’S CODE BY CHANGING THE DISTANCE REQUIREMENTS FOR
OFF-STREET PARKING**; PROVIDING FOR SEVERABILITY; PROVIDING
FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING
CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN
EFFECTIVE DATE.

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Bill Hodgkins

Mayor Jacobs opened for public comment-NONE
Mayor Jacobs closed public comment

MOTION TO APPROVE ORDINANCE 2022-015

Ayes: Mayor Geoffrey Jacobs, Clerk Commissioner Bill Hodgkins,
and Vice Mayor Reynold Dieuveille

PASSED 3-0 on a recorded vote

11. OLD BUSINESS

11.1 TOWN ATTORNEY MELISSA ANDERSON

MOTION TO PART WAYS WITH TOWN ATTORNEY MELISSA ANDERSON (NO
COMPETENCE, NO CONFIDENCE) MADE BY VICE MAYOR DIEUEVILLE, GAVEL
PASSED TO VICE MAYOR DIEUEVILLE, SECONDED BY MAYOR JACOBS

MOTION TO RESCIND PREVIOUS MOTION TO PART WAYS WITH ATTORNEY
MELISSA ANDERSON NO COMPETENCE, NO CONFIDENCE MADE BY VICE
MAYOR DIEUEVILLE, MAYOR JACOBS WITHDREW SECOND.

MOTION TO ALLOW TOWN MANAGER TO COMMENCE NEGOTIATIONS TO
TRANSITION LEGAL DEPARTMENT MADE BY VICE MAYOR DIEUEVILLE,
SECONDED BY MAYOR JACOBS, MOTION PASSED 3-0.

12. NEW BUSINESS

1. Guidance for Formal Investigation - HR Director Friedman

ITEM REMOVED FROM THE AGENDA

2. Megawattage Contract for Standby Generators Maintenance Services - A
Piggyback Contract from the City of Weston (December 2018 to March 2024). -
Public Services Director Clark

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Bill Hodgkins

MOTION TO APPROVE MEGAWATTAGE CONTRACT FOR STANDBY GENERATORS

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuville, and Clerk Commissioner Bill Hodgkins

PASSED 3-0 on a recorded vote

13. DISCUSSION

1. Winter Wonderland - Events Coordinator Meza

EXECUTIVE ASSISTANT TO THE COMMISSIONERS TO HAVE ADDITIONAL DISCUSSION WITH THE MAYOR

14. ATTORNEY COMMENTS

ATTORNEY SAM GOREN SITTING IN AS TOWN ATTORNEY HAD NO COMMENT

15. TOWN MANAGER COMMENTS

NONE

16. COMMISSIONER COMMENTS

CLERK COMMISSIONER HODGKINS - NONE

VICE MAYOR DIEUVEILLE – NONE

MAYOR JACOBS – ENDED THE MEETING WITH A SAYING “IS BUT HALF TOLD WHEN IT’S ONLY ONE PERSON WHO TELLS IT”

17. ANNOUNCEMENTS

1. Special Magistrate on Wednesday, November 16, 2022 at 9:00 AM
Virtual Workshop Commission Meeting on Monday, November 21, 2022 at 6:00 PM
Turkey Give-A-Way, Monday, November 21, 2022 at 4:00 to 8:00 PM
Winter Wonderland, Sunday, December 18, 2022 from 10:00 AM to 10:00 PM

18. ADJOURNMENT

WITH NO FURTHER BUSINESS MEETING ADJOURNED AT 11:10 PM, UNANIMOUS MOTIONED FOR ADJOURNMENT.

Commission Approved on _____

ATTEST:

Marlen D. Martell, Town Clerk

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

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

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



TOWN OF PEMBROKE PARK

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

REGULAR COMMISSION MEETING MINUTES Wednesday, December 14, 2022 at 7:00 PM

Mayor Geoffrey Jacobs
Vice Mayor Reynold Dieuville
Clerk Commissioner William Hodgkins

Town Manager JC Jimenez
Interim Town Attorney Sam Goren
Town Clerk Marlen D. Martell

1 CALL TO ORDER Meeting called to order at 7:05pm

2 PLEDGE OF ALLEGIANCE Led by the Mayor and Commissioners

3 ROLL CALL The meeting was called to order at 7:05 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor; Reynold Dieuville, Vice Mayor; and Williams Hodgkins, Clerk Commissioner.

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

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA Forward 12.1 to a future meeting and add 10.14.5 Clubhouse

MOTION TO APPROVED AGENDA WITH CHANGES MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSES 3-0.

5 PRESENTATIONS / PROCLAMATIONS

1. Proposed Legislative Program - Lobbyist Sigerson

Mayor Jacobs opened for public comment-NONE

Mayor Jacobs closed public comment

MOTION TO APPROVE FINAL PPK LEGISLATIVE PROGRAM

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

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE NONE

7 CONSENT AGENDA NONE

8 RESOLUTIONS

1. Police Union - Town Manager Jimenez

RESOLUTION NO. 2022-022

A RESOLUTION OF THE TOWN COMMISSION OF PEMBROKE PARK, FLORIDA,
**RECOGNIZING THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE
AS THE EXCLUSIVE BARGAINING REPRESENTATIVE OF THE PROPOSED
BARGAINING UNIT COMPRISED OF ALL FULL-TIME, SWORN EMPLOYEES OF
THE TOWN OF PEMBROKE PARK IN THE CLASSIFICATIONS OF POLICE
OFFICERS, POLICE SERGEANTS, AND POLICE LIEUTENANTS;** AUTHORIZING
AND DIRECTING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO TAKE
ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS
RESOLUTION; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN
EFFECTIVE DATE.

motion to approve 2022-022

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

9 ORDINANCES - 2ND READING

1. Amending the responsibilities of the Planning and Zoning Board - Building Official
Nunez

ORDINANCE NO. 2022-016

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING
SECTION 28-36 OF CHAPTER 28 "ZONING", ARTICLE II "ADMINISTRATION"
WITHIN THE TOWN OF PEMBROKE PARK CODE OF ORDINANCES TO FURTHER
DEFINE THE RESPONSIBILITIES OF THE TOWN'S PLANNING AND ZONING
BOARD;** PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE
CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND
RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Mayor Jacobs opened for public comment-NONE

Mayor Jacobs closed public comment

Town of Pembroke Park
Regular Commission Meeting
December 14, 2022

MOTION TO APPROVE ORDINANCE NO. 2022-016

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

10 NEW BUSINESS

1. Approval of Minutes - Town Clerk Martell

Special Commission Meeting on Saturday, November 12, 2022

MOTION TO APPROVE SPECIAL COMMISSION MEETING NOVEMBER 12, 2022

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

2. 2023 Regular and Workshop Commission Meeting Schedule - Town Clerk Martell

MOTION TO APPROVE REGULAR AND WORKSHOP COMMISSION MEETING

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

3. Service Contract for IT- IT Director Pakula

MOTION TO APPROVE SERVICE CONTRACT

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

4. Consulting Services for the Town of Pembroke Park - IT Director Pakula

MOTION TO APPROVE CONSULTING SERVICES

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

5. Credit Card over \$20,000 for October 2022 - Finance Director Brown

MOTION TO APPROVE CREDIT CARD OVER \$20,000.00

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

6. Request for Extension to the "Amnesty Program" Expiration Date - Building Official Nunez

MOTION TO APPROVE EXTENSION ON AMNESTY PROGRAM

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

7. Police Department Build-Out Contractor Ranking - Building Official Nunez

MOTION TO APPROVE THE POLICE DEPARTMENT BUILDOUT IN AN AMOUNT NOT TO EXCEED 1,064

8. Proposal for Town Minimum Wage for Employees - Mayor Jacobs, HR Director Friedman

MOTION TO APPROVE PROPOSAL FOR MINIMUM WAGE EFFECTIVE JAN 1, 2023
MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

9. Volunteer Time Off Program - HR Director Friedman

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

10. Performance Awards Program - HR Director Friedman

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

11. Paid Parental Leave Policy - HR Director Friedman

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

12. Crossing Guard contract - Police Chief Howard

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

13. AFR facial recognition software - Police Chief Howard

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

14. Internet Service at the Community Center - Clerk Commissioner Hodgkins

TOWN MANAGER, CHIEF BUILDING OFFICIAL NUNEZ AND PUBLIC WORKS DIRECTOR WERE DIRECTED TO RESEARCH THE LEGAL OWNERSHIP AND TITLE INFORMATION TO DETERMINE THE OWNERSHIP AND BUILDING SAFETY.

15. Retrofit Town Hall Windows and Doors Replacement Award Selection

Recommendation - Public Services Director Clark

MOTION TO APPROVE RETROFIT TOWN HALL WINDOWS AND DOOR REPLACEMENT

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

16. Emergency sewer repair - 3300 S.W. 30th Street - Public Services Director Clark

MOTION TO APPROVE EMERGENCY SEWER REPAIR 3300 SW 30 STREET

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

17. Emergency sewer repair - 2250 South Park Road - Public Services Director Clark

MOTION TO REPAIR SEWER REPAIR 2250 SOUTH PARK ROAD

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

18. Emergency sewer repair - 3001 S.W. 33rd Avenue - Public Services Director Clark

MOTION TO APPROVE SEWER REPAIR FOR 3001 SW 33RD AVE.

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

19. S.W. 30th Avenue - Sanitary Sewer Improvement Project Study - Public Services Director Clark

DIRECTION GIVEN TO MOVE FORWARD WITH THE PROJECT

20. Termination of Public Works Director - Town Manager Jimenez, HR Director Friedman

MOTION TO APPROVE TERMINATION OF PUBLIC WORKS DIRECTOR

MAYOR PASSED GAVEL TO VICE MAYOR DIEUVEILLE

MOTION TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE, SECONDED BY MAYOR GEOFFREY JACOBS. MOTION OPPOSED 1-2 VICE MAYOR REYNOLD DIEUVEILLE AND CLERK COMMISSIONER WILLIAMS HODGKINS OPPOSED.

11 OLD BUSINESS

1. Town Attorney Exit Contract - Town Manager Jimenez, HR Director Friedman

MOTION TO TERMINATE WITH OUT CAUSE AND PAY HER 20 WEEKS OF SEVERANCE

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

2. Interim Town Attorney - Town Manager Jimenez

MOTION TO NAME GORAN CHEROF DOODY & EZROL P.A. AS INTERIM TOWN
ATTORNEY

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

12 DISCUSSION

1. Mayor discussion items:

Job description and salaries

Public Services Position - \$120,750.08

Deputy Public Services Director - \$94,499.77

Public Works Project Manager - \$76,225.97

ITEM REMOVED FROM THE AGENDA

13 ATTORNEY REPORTS ETHICS CHANGES

14 TOWN MANAGER REPORTS RESOLUTION FOR FIRE FEE

15 COMMISSION REPORTS

16 ANNOUNCEMENTS

1. Sprinkles and Sparkles Holiday Event, Sunday, December 18th from 12-8 PM

Special Magistrate Hearing, Wednesday, December 21st at 9:00 AM

Workshop Commission Meeting, Wednesday, December 28th at 6:00 PM

17 ADJOURNMENT WITH NO FURTHER BUSINESS MEETING ADJOURNED AT
9:45 PM, UNANIMOUS MOTIONED FOR ADJOURNMENT

ATTEST:

Marlen D. Martell, Town Clerk

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

Town of Pembroke Park
Regular Commission Meeting
December 14, 2022

need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

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

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



TOWN OF PEMBROKE PARK
Workshop Commission Meeting
Commission Chambers
3150 SW 52 Avenue
Pembroke Park, FL. 33023
Wednesday, December 28, 2022
6:00 PM

Mayor Geoffrey Jacobs
Vice Mayor Reynold Dieuveille
Clerk Commissioner William Hodgkins

Town Manager JC Jimenez
Interim Town Attorney Sam Goren
Town Clerk Marlen D. Martell

WORKSHOP COMMISSION MEETING MINUTES

1 CALL TO ORDER by Mayor Jacobs at 6:04pm

2 PLEDGE OF ALLEGIANCE Led by Mayor and Commissioners

3 ROLL CALL The meeting was called to order at 6:05 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor; Reynold Dieuveille, Vice Mayor; and Williams Hodgkins, Clerk Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk; Robert Clark, Public Services Director; Miguel Nunez, Building Official; Mark Pakula, Information Technology Director; Lucie Manzerolle, Building Manager; David Howard, Chief of Police; Joy Brown, Executive Assistant to the Chief of Police and Commission/Events Coordinator.

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA ADD 2023
STATE OF LEGIONS AS 16.1
ADD EPA ON SUPERFUND CLEANUP AS 5.1

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

Town of Pembroke Park
Workshop Commission Meeting
December 28, 2022

5 PRESENTATIONS

1. EPA SUPERFUND CLEANUP
BOB RULE WITH D MAXIMIS INC SPOKE ON RECORD
COPY OF PRESENTATION TO BE SENT TO EACH COMMISSIONER

6 REPORTS OF COMMITTEES AND CITY STAFF

1. Fire Department - Chief Kane

CHIEF KANE ABSENT
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

7 BUILDING DEPARTMENT - BUILDING OFFICIAL NUNEZ

1. Building Department Report for November 2022
REPORT SUBMITTED FOR COMMISSION REVIEW

8 CODE ENFORCEMENT - CHIEF CODE ENFORCEMENT OFFICER RAMIREZ

1. Code Enforcement Report - Nov 2022
CHIEF CODE ENFORCEMENT OFFICER RAMIREZ ABSENT
CHIEF BUILDING OFFICIAL NUNEZ PRESENTED TO THE COMMISSION
REPORT SUBMITTED FOR COMMISSION REVIEW

9 FINANCE DEPARTMENT - FINANCE DIRECTOR BROWN

1. Finance Department Report
REPORT SUBMITTED FOR COMMISSION REVIEW

10 POLICE DEPARTMENT - POLICE CHIEF HOWARD

1. Standard agreement to perform traffic enforcement within gated communities within the Town
ITEM PLACED ON CONSENT

2. Traffic
MOU with Broward County
ITEM PLACED ON CONSENT

11 PLANNING CONSULTANT NONE

Town of Pembroke Park
Workshop Commission Meeting
December 28, 2022

12 HUMAN RESOURCES - HR DIRECTOR FRIEDMAN

1. Human Resources Monthly Update
REPORT SUBMITTED FOR COMMISSION REVIEW

13 IT DEPARTMENT - IT DIRECTOR PAKULA NONE

14 PUBLIC SERVICES DEPARTMENT - PUBLIC SERVICES DIRECTOR CLARK
REPORT SUBMITTED FOR COMMISSION REVIEW
INSPECTION MUST TAKE PLACE PRIOR TO CLOSING THE ROAD

15 OLD BUSINESS

1. BEACH HOUSE IN BAMBOO PARK
BUILDING IS CURRENTLY LOCKED UP
UPDATE TO BE BROUGHT TO NEXT MEETING

16 NEW BUSINESS

1. MPO 2023 STATE OF THE REGION ANNUAL AWARDS
DIRECTIVE TO GET A TABLE

17 DISCUSSION NONE

18 TOWN CLERK COMMENTS TOWN CLERK MARTELL SHARED WITH THE
COMMISSION ON ELECTION INFORMATION

19 ATTORNEY COMMENTS

20 TOWN MANAGER COMMENTS

1. Fire Assessment

RESOLUTION 2022-023

A RESOLUTION OF THE TOWN OF PEMBROKE PARK CONFIRMING THE
**COMMISSION'S INTENT TO UTILIZE THE UNIFORM METHOD OF LEVY AND
COLLECTION OF NON-AD VALOREM ASSESSMENTS WITHIN THE TOWN WHICH
MAY BE LEVIED BY THE TOWN IN ACCORDANCE WITH THE PROVISIONS OF
SECTION 197.3632, FLORIDA STATUTES FOR THE PURPOSES OF THE
PROVISION OF FIRE RESCUE SERVICES;** PROVIDING FOR AN EFFECTIVE DATE.

ITEM PLACED ON CONSENT ON FEBRUARY 8TH MEETING

2. Discussion on the process to hire a permanent legal firm or in-house attorney

Town of Pembroke Park
Workshop Commission Meeting
December 28, 2022

DIRECTIVE TO PROCEED WITH RFP

21 COMMISSIONER COMMENTS

1. Clerk Commissioner Hodgkins - NONE

Vice Mayor Dieuville - NONE

Mayor Jacobs - MAYOR CONFERENCE IN WASHINGTON DC JANUARY 17-20

MAYOR STATED THAT HE'S BEEN REQUESTED TO SPEAK AT THE CIVIL RIGHTS
CONFERENCE IN LONDON, UK

22 ANNOUNCEMENTS

1. Election Qualifying begins Tuesday, January 3, 2023 at noon and ends Friday,
January 6, 2023 at noon

Planning and Zoning Board Meeting, Thursday, January 5, 2023 at 6:00 PM

Regular Commission Meeting, Wednesday, January 11, 2023 at 7:00 PM

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

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

Charter Review Committee Meeting, Monday, January 30, 2023 at 6:00 PM

23 ADJOURNMENT WITH NO FURTHER ITEMS FOR DISCUSSION, MEETING
ADJOURNED AT 7:23PM

ATTEST:

Marlen D. Martell, Town Clerk

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

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

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in

Town of Pembroke Park
Workshop Commission Meeting
December 28, 2022

opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



TOWN OF PEMBROKE PARK

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

REGULAR COMMISSION MEETING MINUTES Wednesday, January 11, 2023 at 7:00 PM

Mayor Geoffrey Jacobs
Vice Mayor Reynold Dieuveille
Clerk Commissioner William Hodgkins

Town Manager JC Jimenez
Interim Town Attorney Sam Goren
Town Clerk Marlen D. Martell

1 CALL TO ORDER Meeting called to order at 7:05pm

2 PLEDGE OF ALLEGIANCE Led by the Mayor and Commissioners

3 ROLL CALL The meeting was called to order at 7:05 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor; Reynold Dieuveille, Vice Mayor; and Williams Hodgkins, Clerk Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Town Attorney, Town Attorney; Marlen Martell, Town Clerk; Miguel Nunez, Building Official; David Howard, Interim Chief of Police; Joseline Ramirez, Chief Code Enforcement Officer; Lucie Manzerolle, Building Manager; Mark Pakula, Information Technology Director; and Suzi Reutlinger, Assistant to Town Clerk

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

Item 12.3 was removed

MOTION TO APPROVE AGENDA WITH CHANGES MADE BY VICE MAYOR DIEUEVILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSES 3-0.

5 PRESENTATIONS / PROCLAMATIONS

NONE

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE NONE

7 CONSENT AGENDA

Town of Pembroke Park
Regular Commission Meeting
January 11, 2023

1. Approval of Minutes - Town Clerk Martell
Special Commission Meeting, November 12, 2022
Regular Commission Meeting, December 14, 2022
Workshop Commission Meeting, December 28, 2022

2. Standard agreement to perform traffic enforcement within gated communities within the Town - Police Chief Howard

3. Traffic MOU with Broward County - Police Chief Howard

MOTION TO APPROVE THE CONSENT AGENDA

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

8 RESOLUTIONS

1. Request Redevelopment Units from the Broward County Planning Council - Planning Consultant Vonder Meulen

RESOLUTION NO. 2023-001

AN RESOLUTION OF THE TOWN COMMISSION THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING THE TOWN'S APPLICATION FOR ALLOCATION OF REDEVELOPMENT UNITS, ATTACHED HERETO AS EXHIBIT "A;" REQUESTING THE ALLOCATION OF FIVE HUNDRED AND SIXTY-EIGHT (568) REDEVELOPMENT UNITS FROM BROWARD COUNTY, IN ACCORDANCE WITH POLICY 2.35.1 OF THE BROWARD COUNTY LAND USE PLAN; DIRECTING THE APPROPRIATE TOWN OFFICIALS TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE BROWARD COUNTY PLANNING COUNCIL AND TO TAKE ANY ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

File No: 22-CP-04

Applicant: Town of Pembroke Park

Location: Town-wide

Mike Vondermulen spoke on record

MOTION TO APPROVE RESOLUTION 2023-001

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

Town of Pembroke Park
Regular Commission Meeting
January 11, 2023

9 ORDINANCES

10 EW BUSINESS

1. Leads Online - Police Chief Howard
MOTION TO APPROVE LEADS ONLINE

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

2. Qualifying Period and General Election Discussion - Town Clerk Martell

11 OLD BUSINESS

12 DISCUSSION

1. Mayor Jacobs Discussion items:

Executive Assistant for the Mayor - RECOMMEND CHANGE TO ASSISTANT FOR MAYOR ONLY. MOVE EVENTS TO POLICE DEPARTMENT FOR THE TIME BEING, NO EXTRA PAY FOR THE POSITION. TOWN MANAGER IS TO SPEAK TO EACH COMMISSION.

Police Payroll - RECOMMEND MAJOR RASHANNA DABNEY-DONOVAN TO TAKE OVER PAYROLL FOR POLICE DEPARTMENT TEMPORARILY

CPSM & Business Flair - ATTORNEY TO WRITE A LETTER FOR THE FINAL DRAFT FOR STUDIES.

COVERAGE FO THE PUBLIC WORKS DEPARTMENT SPLIT BETWEEN TOWN MANAGER AND CHIEF BUILDING OFFICIAL MIGUEL NUNEZ, JOB POSTING READY TO GO OUT TOMORROW.

Hallandale Beach Blvd-Pembroke Park Blvd - Direction and investigation to fix the problem. - INVESTIGATE AND CORRECT DOCUMENTATION

Roof - WORK STARTED AND FINISHED TODAY, NOTICE GIVEN TO NOTIFY CONTRACTOR NEEDS A BUILDING PERMIT.

2. Evac Truck for Sewerage Spills - Clerk Commissioner Hodgkins
DISCUSSION

3. Termination of Public Services Director - Vice Mayor Dieuveille
ITEM REMOVED FROM THE AGENDA

13 ATTORNEY REPORTS

14 TOWN MANAGER REPORTS

Town of Pembroke Park
Regular Commission Meeting
January 11, 2023

1. South Park Road Force Main Break - Town Manager Jimenez
MOTION TO APPROVE \$58,345 FOR THE EMERGENCY REPAIR.

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

15 COMMISSION REPORTS CLERK COMMISSION HODGKINS - NONE
VICE MAYOR DIEUVEILLE - KEEP MOVING ITEMS FORWARD
MAYOR JACOBS - POLICE DEPT IS DOING OUTSTANDING. POLICE
COMMISSIONER JACOBS REPORTED ONE HOMICIDE AND ONE FATALITY

16 ANNOUNCEMENTS

1. Special Magistrate Hearing, Wednesday, January 25, 2023 at 9:00 AM
Workshop Commission Meeting, Wednesday, January 25, 2023 at 6:00 PM
Charter Review Committee Meeting, Monday, January 30, 2023 at 6:00 PM

17 ADJOURNMENT WITH NO FURTHER BUSINESS MEETING ADJOURNED AT
8:00 PM, UNANIMOUS MOTIONED FOR ADJOURNMENT.

ATTEST:

Marlen D. Martell, Town Clerk

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

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Town of Pembroke Park
Regular Commission Meeting
January 11, 2023

Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



TOWN OF PEMBROKE PARK

Workshop Commission
Meeting

Commission Chambers
3150 SW 52 Avenue
Pembroke Park, FL. 33023

**Wednesday, January 25,
2023**

6:00 PM

Mayor Geoffrey Jacobs
Vice Mayor Reynold Dieuveille
Clerk Commissioner William Hodgkins

Town Manager JC Jimenez
Interim Town Attorney Sam Goren
Town Clerk Marlen D. Martell

WORKSHOP COMMISSION MEETING MINUTES

1 CALL TO ORDER by Mayor Jacobs at 6:04PM

2 PLEDGE OF ALLEGIANCE Led by the Mayor and Commissioners

3 ROLL CALL The meeting was called to order at 6:04 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor and Williams Hodgkins, Clerk Commissioner.

Vice Mayor Reynold Dieuveille ABSENT

Additional staff in attendance were JC Jimenez, Town Manager; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk; Deputy Public Services Director; Miguel Nunez, Building Official; Mark Pakula, Information Technology Director; Lucie Manzerolle, Building Manager; David Howard, Interim Chief of Police; Joy Brown, Executive Assistant to the Chief of Police and Commission/Events Coordinator; Joseline Ramirez, Chief Code Enforcement Officer

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA None

5 PRESENTATIONS None

Town of Pembroke Park
Workshop Commission Meeting
January 25, 2023

6 REPORTS OF COMMITTEES AND CITY STAFF

1. Fire Department - Chief Kane

FIRE CHIEF KANE GAVE REPORT AND SUBMITTED TO THE COMMISSION FOR REVIEW

7 PLANNING CONSULTANT - MICHAEL VONDER-MEULEN MIKE VONDER-MEULEN SPOKE ON RECORD

1. Presentation

2. 22-CP-03 Land Use Plan Amendment (LUPA)

ORDINANCE NO. 2023-001

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING AN AMENDMENT TO THE TOWN'S FUTURE LAND USE MAP FOR THE APPROXIMATELY 16.56 ACRES OF REAL PROPERTY GENERALLY LOCATED ALONG S.W. 30TH AVENUE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN (THE "PROPERTY"); AMENDING THE PROPERTY'S LAND USE FROM INDUSTRIAL TO COMMERCIAL; DIRECTING THE TOWN CLERK TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AND THE PROPOSED LAND USE PLAN AMENDMENT TO THE APPROPRIATE PARTIES; REQUESTING BROWARD COUNTY TO AMEND ITS LAND USE AND TO AUTHORIZE THE BROWARD COUNTY PLANNING COUNCIL TO TRANSMIT A COPY OF THE AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY ON BEHALF OF THE TOWN AND ANY OTHER INTERESTED GOVERNMENTAL ENTITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ITEM PLACED ON CONSENT AGENDA

3. 22-RZ-01 Text Amendment Application MXE District

ORDINANCE NO. 2023-002

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28, ENTITLED "ZONING;" CREATING DIVISION 5.8, TO BE ENTITLED "MXE - MIXED-USE ENTERTAINMENT DISTRICT;" PROVIDING REGULATIONS FOR THE MIXED-USE ENTERTAINMENT DISTRICT; PROVIDING FOR DEFINITIONS; PROVIDING FOR INTENT AND PURPOSE; PROVIDING FOR PERMITTED USES AND SPECIFIC USE REGULATIONS; PROVIDING FOR HEIGHT RESTRICTIONS; PROVIDING FOR FLOOR AREA REGULATIONS; PROVIDING FOR SETBACKS; PROVIDING FOR PARKING; PROVIDING FOR A GEOGRAPHIC AREA; PROVIDING FOR DEVELOPMENT STANDARDS; PROVIDING FOR

**CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;
AND PROVIDING FOR AN EFFECTIVE DATE.**

ITEM PLACED ON CONSENT AGENDA

4. 22-RZ-04 Rezoning B-1 and M-1 to MXE

ORDINANCE NO. 2023-003

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 28, ENTITLED "ZONING;" PROVIDING FOR THE REZONING OF THE APPROXIMATELY 16.56 ACRES OF REAL PROPERTY GENERALLY LOCATED ALONG S.W. 30TH AVENUE IN PEMBROKE PARK, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN, FROM THE PRESENT ZONING CLASSIFICATION OF B-1 (BUSINESS DISTRICT) AND M-1 (INDUSTRIAL DISTRICT) TO MXE (MIXED-USE ENTERTAINMENT DISTRICT); PROVIDING FOR AN AMENDMENT TO THE TOWN'S OFFICIAL ZONING MAP; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ITEM PLACED ON CONSENT AGENDA

8 BUILDING DEPARTMENT - BUILDING OFFICIAL NUNEZ

1. Monthly Report for December 2022

REPORT SUBMITTED FOR COMMISSION REVIEW

9 CODE ENFORCEMENT - CHIEF CODE ENFORCEMENT OFFICER RAMIREZ

1. Code Enforcement Monthly Report - Dec 2022

REPORT SUBMITTED FOR COMMISSION REVIEW

10 FINANCE DEPARTMENT - FINANCE DIRECTOR BROWN REPORT SUBMITTED
FOR COMMISSION REVIEW

11 HUMAN RESOURCES - HR DIRECTOR FRIEDMAN

1. Changing Department Name – Code Enforcement to Code Compliance Department -
HR Director Friedman, Building Official Nunez

ITEM PLACED ON CONSENT AGENDA

2. Increasing Sewer Headcount - Mayor Jacobs, HR Director Friedman

HR DIRECTOR TO ADD TWO (2) MORE MAINTENANCE EMPLOYEES AND TO
PROMOTE AN EMPLOYEE TO CREW LEADER.

HR DIRECTOR WAS ASKED TO PUT A CELLULAR POLICY TOGETHER WHICH INCLUDES UNLOCKING CELL PHONES AND TO WORK WITH I.T. DIRECTOR PAKULA

12 IT DEPARTMENT - IT DIRECTOR PAKULA - NONE

13 POLICE DEPARTMENT - POLICE CHIEF HOWARD

1. Monthly Report for the month of December 2022

REPORT SUBMITTED FOR COMMISSION REVIEW

2. Additional "Pro" licensing for Axon Body Cameras

ITEM PLACED ON CONSENT AGENDA

14 PUBLIC SERVICES DEPARTMENT

1. Pembroke Park Boulevard

DIRECTIVE TO BRING BACK A NEW RESOLUTION 11 03 06 AND FOLLOW UP WITH FDOT OR BROWARD COUNTY PUBLIC SERVICES DEPARTMENT TO GET THE SIGN INSTALLED

2. Salvage Vehicle - Chrysler Sebring

ITEM PLACED ON CONSENT AGENDA

15 OLD BUSINESS NONE

16 NEW BUSINESS NONE

17 DISCUSSION

1. Mayor Jacobs

Raymond P Oglesby Park improvement project - LINE ITEM TO APPLY FOR L.W.C.F. GRANT

Park/Median Christmas Lights - LINE ITEM TO HAVE PUBLIC SERVICES START PURCHASING CHRISTMAS LIGHTS

Electrical Outlets Median/Park - TOWN MANAGER AND CHIEF BUILDING OFFICIAL TO PUT TOGETHER AN ANALYSIS

Pembroke Park Gardening Club - CHANGE THE COMMUNITY GARDEN TO
COMMUNITY FARM - RIBBON CUTTING ON FEBRUARY 4TH AT 9:00AM
LINE ITEM TO START A FARMERS' MARKET ONCE A MONTH

Sewer Staff Increase - ITEM PREVIOUSLY DISCUSSED

Mayors' Conference - PROUD AND HONORED TO HAVE REPRESENTED THE
TOWN AT THE MAYORS' CONFERENCE IN WASHINGTON D.C. AND GETTING
THE OPPORTUNITY TO MEET THE PRESIDENT OF THE UNITED STATES AND
SPEAK TO MULTIPLE ELECTED TO DISCUSS WITH THEM GREAT IDES ND
OPPORTUNITIES FOR OUR TOWN.

18 TOWN CLERK COMMENTS NONE

19 ATTORNEY COMMENTS WORKING ON MULTIPLE PROJECTS FOR TH TOWN

20 TOWN MANAGER COMMENTS

21 COMMISSIONER COMMENTS

1. Clerk Commissioner Hodgkins- NONE

Vice Mayor Dieuveille - ABSENT

Mayor Jacobs - SEE ABOVE

22 ANNOUNCEMENTS

1. Charter Review Committee Meeting, Monday, January 30, 2023 at 6:00 PM

Planning & Zoning Board Meeting, Thursday, February 2, 2023 at 6:00 PM

Regular Commission Meeting, Wednesday, February 8, 2023 at 7:00 PM

Special Magistrate Hearing, Wednesday, February 15, 2023 at 9:00 AM

Workshop Commission Meeting, Wednesday, February 22, 2023 at 6:00 PM

PENSION BOARD MEETING, WEDNESDAY, FEBRUARY 8, 2023 AT 6:30 PM

23 ADJOURNMENT WITH NO FURTHER BUSINESS MEETING ADJOURNED AT
800 PM, UNANIMOUS MOTIONED FOR ADJOURNMENT.

ATTEST:

Marlen D. Martell, Town Clerk

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

Town of Pembroke Park
Workshop Commission Meeting
January 25, 2023

need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

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

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

AGENDA ITEM REPORT



To:

Subject: Changing Department Name – Code Enforcement to Code Compliance Department

Meeting: 01 25 2023 DRAFT WORKSHOP COMMISSION MEETING - Jan 25 2023

Department: Administrative

Staff Contact: Babette Friedman, HR Director

RECOMMENDATION:

Staff recommends approval of department name change.

ATTACHMENTS:

[memo code](#)

Babette Friedman, HR Director
JC Jimenez, Town Manager
Marlen Martell, Town Clerk

Status:

Approved - Jan 20 2023
Approved - Jan 20 2023
Approved - Jan 20 2023



Date: January 17, 2023

To: Mayor and Town Commissioners

Via: Juan Carlos (JC) Jimenez, Town Manager

From: Babette Friedman, Human Resources Director *Babette Friedman*

Miguel Nunez, Chief Building Official and Interim Public Services Director *MN*

RE: Changing Department Name – Code Enforcement to Code Compliance Department

At this time, we are proposing changing the name of the Code Enforcement Department to the Code Compliance Department. This change is in line with other municipalities throughout the State.

The goal is to change the perception of the Code Enforcement Department as they are known to be a revenue generating department that punishes residents and business owners for not following the Town Code. Changing the name to Code Compliance promotes assisting business owners and residents with comprehending the Town Codes through education, and not by initially generating revenue or punishing code violators. Code Compliance, gains compliance first, and then uses enforcement measures when needed to gain compliance with the code.

At this time we are requesting your approval to move forward with the change.

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

AGENDA ITEM REPORT



To:

Subject: Increasing Sewer Headcount

Meeting: 01 25 2023 DRAFT WORKSHOP COMMISSION MEETING - Jan 25 2023

Department: Administrative

Staff Contact: Babette Friedman, HR Director

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

[memo Sewer](#)

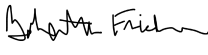
	Status:
Roy Brown, Finance & Budget Director	Approved - Jan 20 2023
Town Attorney, Town Attorney	Pending
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



Date: January 17, 2023

To: Mayor and Town Commissioners

Via: Juan Carlos (JC) Jimenez, Town Manager

From: Babette Friedman, Human Resources Director 

Miguel Nunez, Chief Building Official and Interim Public Services Director

RE: Increasing Sewer/Stormwater Headcount

At this time, we are requesting to increase the number of employees assigned to the Sewer Department. Currently, we have 2 maintenance workers budgeted. After staff has shared their concerns on the amount of work and evaluating the safety of our on-call procedures we are requesting to add two (2) more employees to that department in this fiscal year.

The additional staff will allow for a rotation of the on-call assignment, instead of one person being on-call months at a time and allow staff to have work life balance. This will also, allow projects to be completed with Town Staff versus outsourcing many of the smaller projects.

Our Budget and Finance Director provided an analysis of the cost of adding two (2) more employees and reclassifying one of the positions to a Crew Leader to the Enterprise fund. The addition cost to the enterprise budget for this fiscal year would be estimated \$89,741.71. The total cost will be \$139,547.07 annually.

At this time, we are requesting your approval to move forward with the requested change.

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

AGENDA ITEM REPORT



To:

Subject: Additional "Pro" licensing for Axon Body Cameras

Meeting: 02 08 2023 REGULAR COMMISSION MEETING - Feb 08 2023

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

Licenses are in addition to the three we currently have and will be provided to the Detectives and Records and Evidence custodian to facilitate Public Record Requests, external agencies, and Internal Affairs.

FINANCIAL IMPACT:

\$9,633.00 For 5 years

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Staff recommends the purchase of these additional licenses as we build out our Body Worn Camera Program

ATTACHMENTS:

[Quote Town Of Pembroke ParkAxon \(113\)](#)



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-449363-44939.723RG

Issued: 01/13/2023

Quote Expiration: 01/31/2023

Estimated Contract Start Date: 02/15/2023

Account Number: 516154

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Town Of Pembroke Park-FL 3150 SW 52nd Ave Hollywood, FL 33023-5413 USA	Town Of Pembroke Park-FL 3150 SW 52nd Ave Hollywood, FL 33023-5413 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Gershenson (Leinson) Phone: Email: rleinson@axon.com Fax:	Bradley Frank Phone: 954-966-4600 Email: bfrank@pdtppfl.gov Fax:

Quote Summary

Program Length	57 Months
TOTAL COST	\$9,633.00
ESTIMATED TOTAL W/ TAX	\$9,633.00

Discount Summary

Average Savings Per Year	(\$156.00)
TOTAL SAVINGS	(\$741.00)

Payment Summary

Date	Subtotal	Tax	Total
Jan 2023	\$2,408.25	\$0.00	\$2,408.25
Oct 2024	\$2,408.25	\$0.00	\$2,408.25
Oct 2025	\$2,408.25	\$0.00	\$2,408.25
Oct 2026	\$2,408.25	\$0.00	\$2,408.25
Total	\$9,633.00	\$0.00	\$9,633.00

Quote Unbundled Price: \$8,892.00
Quote List Price: \$8,892.00
Quote Subtotal: \$9,633.00

Pricing

Page 3 of 7

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
ProLicense	Pro License Bundle	4	57		\$39.00	\$42.25	\$9,633.00	\$0.00	\$9,633.00
Total							\$9,633.00	\$0.00	\$9,633.00

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	12	02/15/2023	11/14/2027
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	02/15/2023	11/14/2027

Page 4 of 7

Payment Details

Jan 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	ProLicense	Pro License Bundle	4	\$2,408.25	\$0.00	\$2,408.25
Total				\$2,408.25	\$0.00	\$2,408.25

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	ProLicense	Pro License Bundle	4	\$2,408.25	\$0.00	\$2,408.25
Total				\$2,408.25	\$0.00	\$2,408.25

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	ProLicense	Pro License Bundle	4	\$2,408.25	\$0.00	\$2,408.25
Total				\$2,408.25	\$0.00	\$2,408.25

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	ProLicense	Pro License Bundle	4	\$2,408.25	\$0.00	\$2,408.25
Total				\$2,408.25	\$0.00	\$2,408.25

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/13/2023

Page 7 of 7



AGENDA ITEM REPORT



To:

Subject: Salvage Vehicle - Chrysler Sebring

Meeting: 01 25 2023 DRAFT WORKSHOP COMMISSION MEETING - Jan 25 2023

Department: Public Works

Staff Contact: Miguel Nunez, Building Official

BACKGROUND INFORMATION:

This vehicle is consistently in the shop for repair.

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[0880_001](#)

[20230120083722](#)

Roy Brown, Finance & Budget
Director

Town Attorney, Town Attorney

JC Jimenez, Town Manager

Marlen Martell, Town Clerk

Status:

Approved - Jan 18 2023

Approved - Jan 20 2023

Approved - Jan 20 2023

Approved - Jan 20 2023

Memo

To: Town Commission
J.C. Jimenez, Town Manager
Miguel Nunez, Building Official

From: Stephanie Woodbury, Executive Assistant, Public Services

cc: Christian Noel, Finance Department

Date: January 17, 2023

Re: Salvage Equipment

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

Equipment	Description	Vin Number	Condition	Asset Number
	2007 Chrysler Sebring	1C3LC56R37N502123	Poor	173.01

Sec. 2-137. Surplus property.

- (a) *Disposal of surplus property.* The Town may sell, trade or otherwise dispose of surplus and obsolete personal property belonging to the Town either by sale, barter or exchange, by competitive sealed bid, public auction, cannibalization, trade in or any other means of disposal as may be appropriate and in the best interests of the Town. Disposal of surplus or obsolete personal property requires prior approval by the Town Commission. No employee may purchase any such property without Town Commission approval.
- (b) *Donation of surplus property.* Surplus property may be donated by Town Commission approval, in any manner as the Town Commission deems fit.

(Ord. No. 2021-006 , § 1, 10-13-21)

RESOLUTION 2022-023

A RESOLUTION OF THE TOWN OF PEMBROKE PARK CONFIRMING THE COMMISSION'S INTENT TO UTILIZE THE UNIFORM METHOD OF LEVY AND COLLECTION OF NON-AD VALOREM ASSESSMENTS WITHIN THE TOWN WHICH MAY BE LEVIED BY THE TOWN IN ACCORDANCE WITH THE PROVISIONS OF SECTION 197.3632, FLORIDA STATUTES FOR THE PURPOSES OF THE PROVISION OF FIRE RESCUE SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission ("Commission") of the Town of Pembroke Park ("Town") has determined to consider utilization of the uniform method of levy, collection and enforcement of non-ad valorem assessments authorized pursuant to section 197.3632, Florida Statutes, for the purpose of the provision of fire rescue services; and

WHEREAS, the Town, as required by section 197.3632, has published notice of the Commission's intent to consider utilization of the uniform method once a week for four weeks in a newspaper of general circulation in Broward County prior to consideration of utilization of the uniform method; and

WHEREAS, the Commission is authorized pursuant to its constitutional grant of home rule authority, Chapter 166, Florida Statutes, and section 197.3632, Florida Statutes, to levy, collect and enforce non-ad valorem assessments for fire rescue services; and

WHEREAS, the legal description of the benefitted properties on which non-ad valorem assessments would be levied is attached to this resolution by Exhibit "A" and hereby incorporated herein as required by section 197.3632, Florida Statutes.

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

1. The Commission, upon conducting its public hearing as required by section 197.3632, Florida Statutes hereby expresses its intention to use the uniform method of collection non-ad valorem assessments for the purpose the provision of fire rescue services for those benefitted properties within the Town described in Exhibit "A."
2. The Town hereby determines that the levy of assessments is necessary to fund the provision of fire rescue services.
3. The uniform method of collecting non-ad valorem assessments shall be used for the fiscal year beginning October 1, 2022, and with the tax statement mailed for such fiscal year and continuing thereafter until discontinued by the Town.

4. Said assessments shall be levied annually for the purposes described above within the Town as further described in Exhibit "A".
5. The resolution shall become effective upon its adoption. The Town Manager is hereby directed to provide the Property Appraiser and Tax Collector of Broward County and the Florida Department of Revenue with a copy of this resolution upon adoption.

PASSED AND ADOPTED this ____ day of ____, 2022.

ATTEST

GEOFFREY JACOBS
Mayor

MARLEN D. MARTELL
City Clerk

APPROVED AS TO FORM:

JACOB HOROWITZ
Town Attorney

SW 30th Avenue Mixed-Use/Entertainment District



Town of Pembroke Park – Planning & Zoning Board
January 5, 2023

30th Avenue Study Area

SW 30th Ave between Pembroke Road and Hallandale Beach Boulevard

20 Acres +/- including SW 30th Ave.

Commission Workshop Sept 28, 2022

Planning & Zoning Board October 6, 2022

Town Commission October 15, 2022



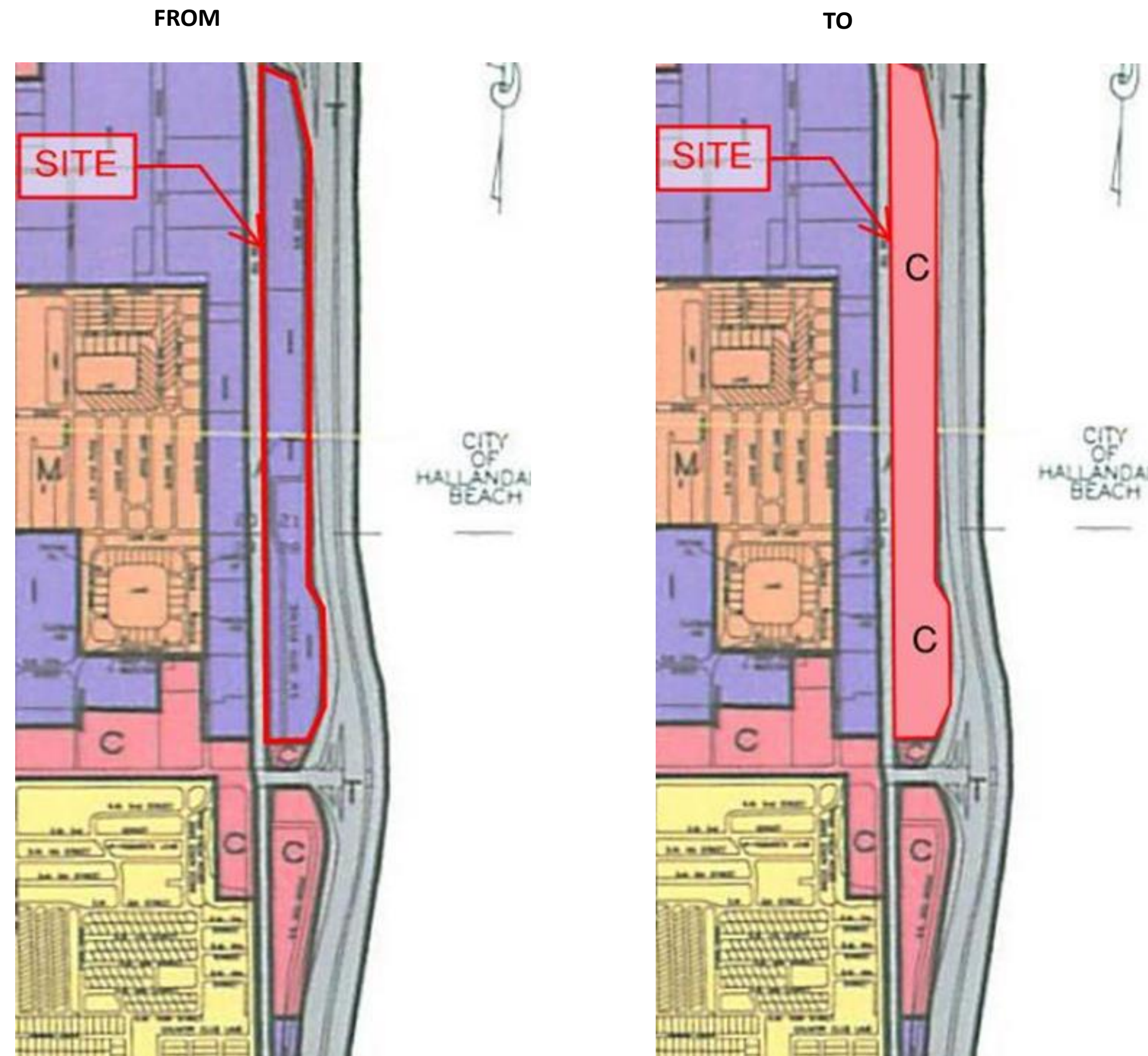
APPLICATIONS

- **22-CP-03 Town Only Land Use Plan Amendment (LUPA) from Industrial to Commercial**
- **22-RZ-01 Creation of a Mixed-Use Entertainment District (MXE)**
- **22-RZ-04 Rezone from C-1 and M-1 to MXE – Properties on SW 30th Avenue**



22-CP-03 Land Use Plan Amendment

- **From Industrial to Commercial**
- **Commercial will allow proposed uses**
- **Impact Analysis Provided**



22-RZ-01 Text Amendment

PROPOSED USES

- Commercial Recreation
- Entertainment Venues
- Office
- Retail/Restaurants
- Hotel
- Residential

NON-CONFOMING USES

- Existing Uses allowed to remain pursuant to Article V of the Code

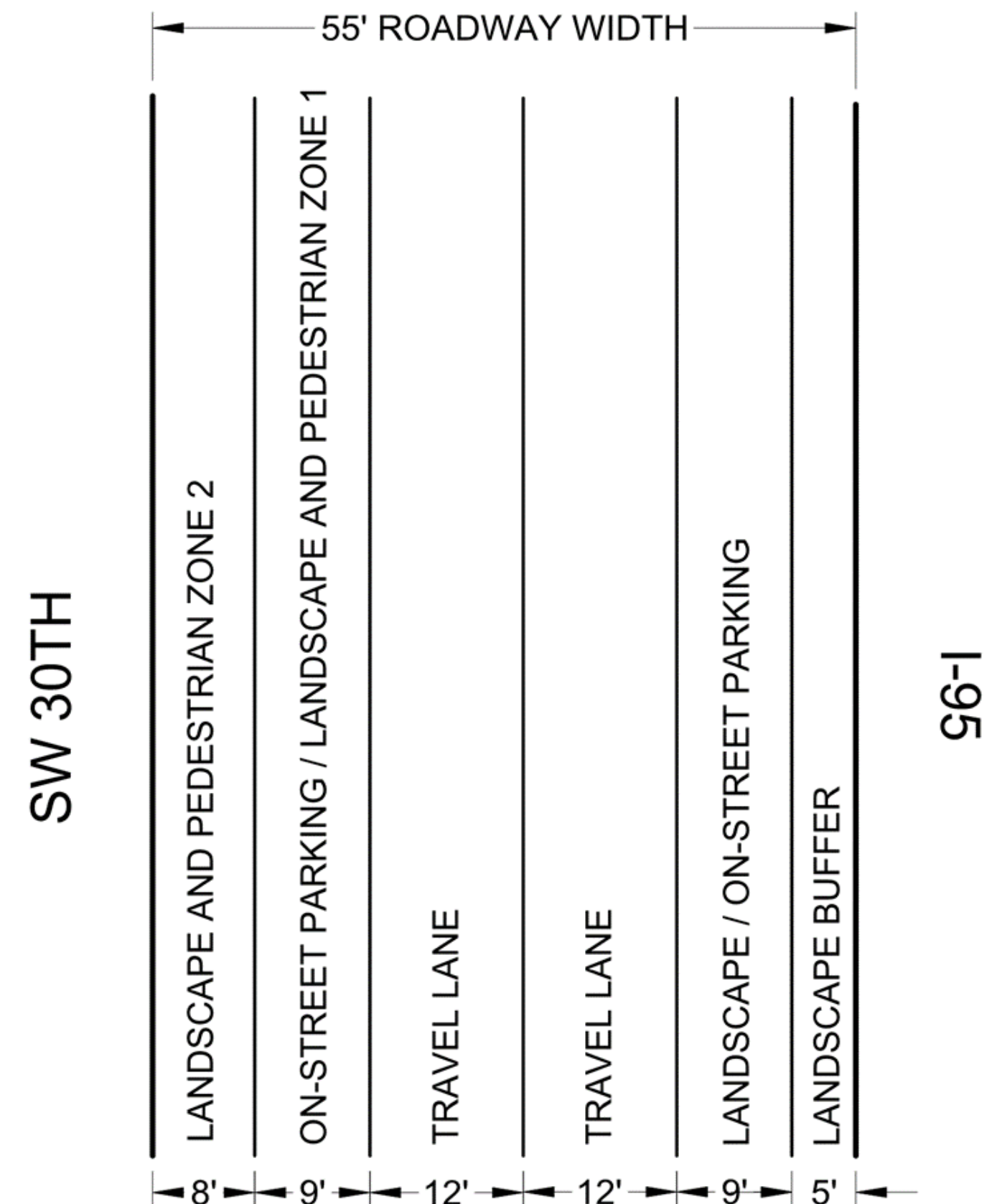


Text Amendment Cont.

PROPOSED ZONING REGS

- 15% Affordable Housing Set Aside
- Density 50 Dwelling Units per Acre
- Density Bonus up to 100 Dwelling Units per Acre
- 150-foot Height Limit
- Height bonus up to 200 feet
- No Setbacks except for compliance with proposed roadway section
- Minimal Pervious Requirements
- Encourage Parking Reductions
- Permission to Build over Right-of-way
 - Options for Pedestrian Zones
 - Require Ground Floor Commercial/Active Uses
 - Upper-Level Deck Connections
 - Screening of Back-of-house and Parking Structure
 - Bicycle Parking Requirements

SW 30TH AVE ABUTTING 1-95

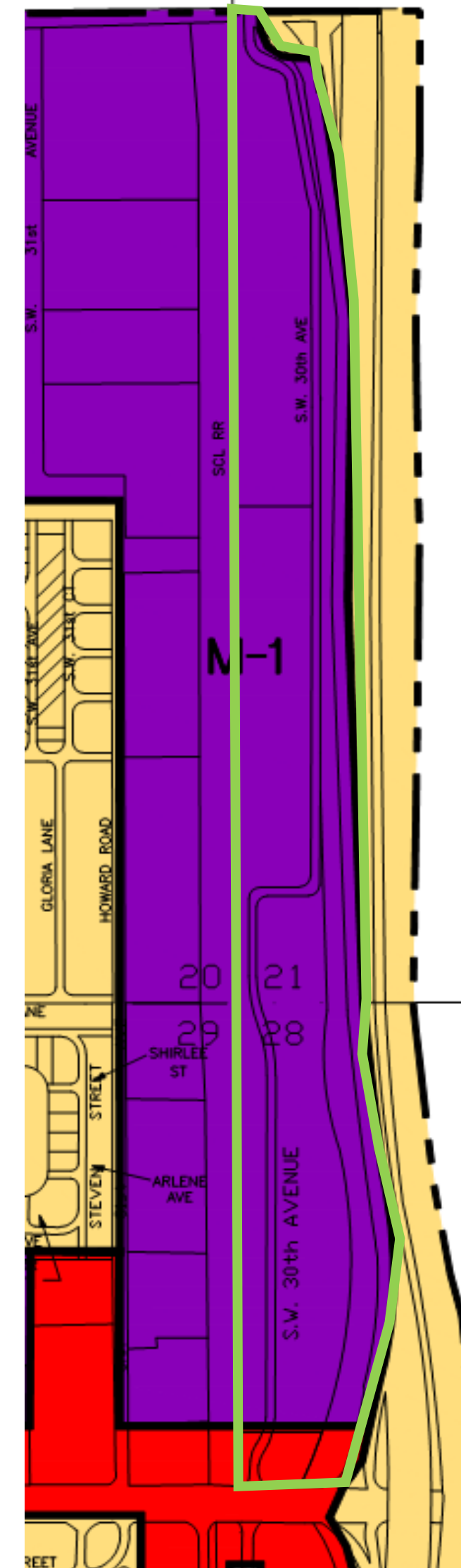


Imagery of Linear Mixed-Use/ Entertainment Projects



22-RZ-04 Rezoning

- From B-1 & M-1 to MXE



THANK YOU
 *KEITH*

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



TO: Mayor and Town Commission

THRU: Miguel Nunez, Building Official

FROM: Mike Vonder Meulen, AICP, Consultant Town Planner

MEETING DATE: WORKSHOP January 25, 2023

SUBJECT: SW 30th Avenue (between Pembroke Road and Hallandale Beach Boulevard)
22-CP-03 Town only Land Use Plan Amendment (LUPA) from Industrial to Commercial
22-RZ-01 Text Amendment Mixed Use-Entertainment District (MXE)
22-RZ-04 Rezone from B-1 and M-1 to MXE

APPLICANT: Town of Pembroke Park

PROJECT BACKGROUND

The Town has received interest from property owners along SW 30th Avenue to redevelop their property in a manner that is not consistent with the current M-1 zoning district and Town's Industrial land use. In multiple meetings with Town staff, it was recommended to make a presentation to the Town Commission to discuss the potential to redevelop SW 30th into mixed use-entertainment district and receive direction from the Town Commission on moving forward. Town staff made presentations to the Town Commission at the September 28, 2022, Commission Workshop and at the October 15, 2022, Special Commission Meeting. Staff had also made a presentation to the Planning and Zoning Board on October 6, 2022. All presentations were received positively.

In order to create a mixed use-entertainment district for SW 30th Avenue, multiple applications are needed to be processed through the Town. The first application would be to change the land use from Industrial to Commercial. The industrial land use does not allow the uses for a mixed-use entertainment district. This Land Use Plan Amendment is a Town only application. Several years ago, Broward County collapsed many of their land uses (commercial, industrial and employment center) into one category called “commerce”. The county land use plan, which the Town is required to be consistent with, already allows the uses proposed in the mixed use-entertainment district.

The second application is to create the mixed use-entertainment district. The Town will be creating a new zoning district specifically for the redevelopment of SW 30th Avenue which will allow for a mix of uses with an emphasis on entertainment.

The third and final application is to rezone all of the properties along SW 30th Avenue to the new mixed use-entertainment district.

PROJECT ANALYSIS

SW 30th Avenue serves as the east face of the Town from Interstate-95 and the CSX railway which includes Tri-Rail commuter rail service. Many of the current buildings along SW 30th Avenue are reaching the end of their life cycle and are prime for redevelopment. SW 30th Avenue is strategically located near I-95 and CSX railway. The location straddles two large counties each having their own ports, airports, and urban centers. SW 30th Avenue quick and easy access to and from the interstate. The location appears ideal for providing lodging, entertainment and residential for people who like to take advantage of both major regions. Due to SW 30th Avenue being separated from the remainder of the Town by the railway, entertainment uses which occasionally can be noisy are separated by the railway from the quieter sections of the Town.

The LUPA application essentially changes the land use from industrial to commercial to allow for the mixed-use entertainment uses.

The text amendment creates the new mixed-use entertainment MXE zoning district. Highlights within new zoning district include:

- Specific permitted uses which allow for commercial, residential, entertainment and commercial recreation uses all with one area.
- Reduced setbacks to allow for intense development.
- Height allowance to 150 feet and a bonus height of an additional 50 feet if the development meets certain criteria.
- A requirement to provide a minimum of 15% of the units as affordable housing.
- A density allowance of 50 units per acre and a density bonus program to allow up to an additional 50 units per acre if the development meets certain criteria and subject to the allocation of the units by the Town Commission.
- A roadway exhibit which allows for pedestrian and landscape zones and on-street parking.
- The option to build over SW 30th Avenue. The lease agreement is subject to approval by the Town Commission.
- Design standards to ensure proper design which include activating the ground level of the development, screening the loading and dumpster area, screening of the structured parking from public rights-of-way, encouraging of upper-level and rooftop decks for additional pedestrian activity and bicycle parking.

The rezoning application will rezone all properties along SW 30th Avenue including the properties at the corners of Hallandale Beach Boulevard and Pembroke Road and SW 30th Avenue. One parcel is zoned B-1 while the remainder of the properties are zoned M-1. All will be rezoned to MXE.

RECOMMENDATION

The Town Planner recommends approval of all three applications. On January 5, 2023, the Planning and Zoning Board unanimously approved all three applications. Although this staff report covers three (3) separate applications, each application must be voted on separately.

ATTACHMENTS

Town LUPA Application

Mixed Use-Entertainment District Text

Town Rezoning Application & Legal Description



TOWN OF PEMBROKE PARK PLANNING & ZONING DIVISION

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

MASTER APPLICATION

Consideration of an application type by the Town or issuance of a permit by the Town does not in of itself in any way create a right to obtain a permit from a County, State or Federal Agency. Applicants must comply with all legal requirements and obtain all requisite approvals imposed by County, State and Federal Agencies and the Town bears no legal responsibility for Applicant's failure to do so.

Project Name		Application Type	
SW 30th Avenue LUPA		Comprehensive Plan Amendmen	
Owner	Parcel (ID Number)		
Town of Pembroke Park Initiated	Multiple Parcel Numbers		
Address		Parcel Size (Acres)	
SW 30th Avenue Pembroke Park FL 33009		16.56 +/-	
Scope of Work Description			
Amend the Future Land Use Map from Industrial to Commercial for SW 30th Avenue			
Code Information		Yes	No
Is this an after-the-fact request? (If yes, attach a copy of any related information)		☐	☒
Is this request the result of a Town code violation? (If yes, attach copy of violation notice)		☐	☒
Has this same or similar request been proposed previously on the property?		☐	☒
Agent			
Name: Michael Vonder Meulen			
Company/Firm: KEITH			
Address: 301 E Atlantic Blvd			
City/State/Zip: Pompano Beach FL 33060			
Phone: 954-788-3400		Email: MVonderMeulen@keithteam.com	
Signature:		Date: 12/08/2022	
This is to certify that I am the agent of this application for the subject property(s) and the statements contained herein are accurate to the best of my knowledge and I will be present at any required hearings to represent this application.			
Property Owner Certification			
This is to certify that I am the owner of the subject property(s) described in this application. By signing this application, I hereby authorize the above signatory to serve as agent for this project. The agent is authorized by me to agree to any and all binding conditions throughout the review of this application. I hereby agree to be bound by any and all conditions, or amendments required by this application.			
Printed Name of Property Owner: <u>Town Initiated Application</u>			
Signature of Property Owner: <u>[Signature]</u>		Date: <u>1/18/23</u>	
State of <u>FLORIDA</u> County of <u>BROWARD</u>			
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization.			
this <u>18</u> day of <u>JANUARY</u> , 202 <u>3</u> , by <u>Mike Vander Meulen</u> (name of person making statement)			
☒ Personally known: OR ☐ Produced Identification, Type _____			
Notary Public Signature <u>[Signature]</u>		My Commission Expires: (stamp) _____	
TOWN USE ONLY			
Submittal Date: _____		Project Number: <u>22-CP-03</u>	

Sec. 166.033(6), Florida Statutes: Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A municipality shall attach such a disclaimer to the issuance of development permits and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

Master_App_10-20-22



SW 30th Avenue

Town Only Amendment to the Land Use Plan Industrial to Commercial

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b. Sanitary Sewer.....	7	
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Exhibits

- Exhibit A List of Property Owners
- Exhibit B Legal Description
- Exhibit C Project Location Map
- Exhibit D Existing Town of Pembroke Park Land Use
- Exhibit E Proposed Town of Pembroke Park Land Use

1. APPLICANT INFORMATION

- A. Name, title, address, telephone, facsimile number and e-mail of the applicant.

Town of Pembroke Park
3150 SW 52 Ave
Pembroke Park, FL 33023
954-849-8575
TownPlanner@tppl.gov

- B. Name, title, address, telephone, facsimile number and e-mail of the agent.

KEITH
301 E. Atlantic Blvd.
Pompano Beach, FL 33060
954-788-3400
mvondermeulen@keithteam.com

- C. Name, title, address, telephone, facsimile number and e-mail of the property owner.

A list of all property owners, folio numbers and site addresses are in **Exhibit A**.

- D. Applicant's rationale for the amendment. The Planning Council requests a condensed version for inclusion in the staff report (about two paragraphs). Planning Council staff may accept greater than two paragraphs, if submitted in an electronic format.

Response: SW 30th Avenue serves as the east face of the Town from Interstate-95 and the CSX railway which includes Tri-Rail commuter rail service. Many of the current buildings along SW 30th Avenue are reaching the end of their life cycle and are prime for redevelopment. SW 30th Avenue is strategically located near I-95 and CSX railway. The location straddles two large counties each having their own ports, airports and urban centers. SW 30th Avenue direct access to and from the interstate. The location appears ideal for providing lodging, entertainment and commercial activities for people who like to take advantage of both major regions. Due to SW 30th Avenue being separated from the remainder of the Town by the railway, entertainment uses which occasionally can be noisy are separated from the quieter sections of the Town.

The proposed amendment site fronts on I-95 and provides an image of the Town of Pembroke Park that is inconsistent with the future vision of the Town. The area was originally platted in 1898 in Dade County and portions have been subsequently replatted. A portion of the existing area is comprised of the Meekins Plat dated back to 1949 and there are a few newer plats. For the most part, the development date back to the 1960's and 70's when zoning codes had minimal requirements. As a result, there are many deficiencies that contribute to the deterioration of the area and prevent redevelopment without intervention. The most striking observations are poor parking standards, lack of landscape, pedestrian connectivity, and septic tanks and drainage issues.

The proposed amendment is aimed as the first step in creating the foundation for the redevelopment of SW 30th Avenue. Changing the land use designation to Commercial will allow modern mixed-use codes to be developed for the area that will provide the basis for a sustainable future, as well as improve the infrastructure.

2. AMENDMENT SITE DESCRIPTION

- A. Concise written description of the general boundaries and gross acreage (as defined by BCLUP) of the proposed amendment.

Response: The site is located between Pembroke Road to the north and Hallandale Beach Boulevard to the South, lying between I-95 to the east and the CSX railway corridor. The buildable area is approximately 12.01 acres and accounting for half the rights-of-way and the site is 13.85 acres. The land use plan amendment area which includes the total SW 30th Avenue rights-of-way that has an Industrial land use designation is approximately 16.56 acres.

- B. Sealed Survey, including legal description of the proposed to be amended.

Response: A legal description is provided as **Exhibit B**.

- C. Map at a scale clearly indicating the amendment's location, boundaries, and proposed land uses.

Response: A map clearly indicating the amendment's location, and boundaries is provided as **Exhibit C**.

3. EXISTING AND PROPOSED USES

- A. Current and proposed local and Broward County Land Use Plan designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each

designation. For Activity Center amendments, the proposed text indicating the maximum residential and nonresidential uses must be included.

	<u>Broward County</u>	<u>Town of Pembroke Park</u>
Current	Commerce	Industrial
Proposed	Commerce	Commercial

Response: The property is 16.56 acres and has a Town of Pembroke Park Land Use designation of Industrial (**Exhibit D**), and the proposed designation is Commercial (**Exhibit E**).

- B. Indicate if the flexibility provisions of the Broward County Land Use Plan have been used for adjacent areas

Response: Broward County flexibility provisions have not been used.

- C. Existing use of amendment site and adjacent areas.

Response: The amendment site is developed industrial.

Adjacent Properties: North: Pembroke Road and the City of Hollywood
 South: Hallandale Beach Blvd. and Commercial Land Use
 East: I-95 and the City of Hallandale Beach
 West: CSX railway corridor and Industrial Land Use

- D. Proposed use of the amendment site including proposed square footage (for analytical purposes only) for each non-residential use and/or dwelling unit count. For Activity Center amendments, also provide each existing non-residential use square footage and existing dwelling unit count within the amendment area.

PROPOSED USES

Type of Use	Square footage*
Office	172,255 SF
Restaurants	500 Seats
Hotel/Motel	1,120 Rooms

*Based on concept of mixed uses allowed per zoning code for analytical purposes.
 Based on the zoning code 2,897,304 SF would be permitted.

- E. Maximum allowable development per local government adopted and certified municipal land use plans under existing designation for the site, including square footage/floor area ratio/lot coverage/height limitations/ for each non-residential use and/or dwelling unit count.

Response:

ADOPTED ENTITLEMENTS

Land Use Category	Lot Coverage	Height
Industrial	85%	80 Ft

The Industrial Land Use is based on the adopted zoning code that permits 85% coverage and a height of 80 feet. For analytical purposes, the assumption was 3 floors at 85% coverage.

NET CHANGE IN ENTITLEMENTS BY LAND USE CATEGORY

Type of Land Use	Allowed	Proposed	Net Change
Commercial	2,897,304 SF*		
Office		172,255 SF	+172,255 SF
Restaurants		500 Seats	+ 500 Seats
Hotel/Motel		1,120 Rooms	+1,120 Rooms
Industrial	1,539,192 SF	0 SF	-1,539,192 SF

*The commercial land use is based on the allowable coverage by code. Proposed uses identified for analytical purposes.

4. ANALYSIS OF PUBLIC FACILITIES

The items below must be addressed to determine the impact of an amendment on existing and planned public facilities and services. Provide calculations for each public facility and/or service. If more than one amendment is submitted, calculations must be prepared on an individual and cumulative basis.

A. Potable Water Analysis

1. Provide the potable water level of service per the adopted and certified local land use plan, indicating the adoption date of the 10 Year Water Supply Facilities Plan.

Response: The current 10 Year Water Supply Facilities Work Plan was adopted in October 2017. The adopted level of service for potable water service is 103 gallons per person capita per day.

2. Identify the potable water facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources. Identify the well field serving the area in which the amendment is located including the South Florida Water Management District (SFWMD) permitted withdrawal and expiration date of the SFWMD permit.

Response: Broward County Utilities is the potable water provider. Plant capacity will be provided by County prior to Town Council Hearings.

3. Identify the net impact on potable water demand, based on adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

Response: The potable water demand as illustrated in Table compares the existing Commercial Land Use to the proposed Industrial amendment. The net estimated demand increase is 143,684 gallons/day.

POTABLE WATER DEMAND

Current Land Use Plan Designation: Industrial		
Development Intensity	Generation Rate	Demand
Industrial 1,539,193 SF	26 GPD/1,000 SF	40,019 GPD
Proposed Land Use Designation: Commercial*		
Development Intensity	Generation Rate	Demand
Office 172,255 SF	42 GPD/1,000 SF	7,235 GPD
Restaurant 51,028 SF/500 Seats	356GPD/1,000 GBA	51,028 GPD
Hotel/Motel 1,120 Rooms	112 GPD/Room	125,440 GPD
Net Change:		+ 143,684 GPD

*Based on conceptual uses for analytical purposes. Commercial and industrial Rates are Based on Broward County generation.

4. Correspondence from potable water provider verifying the information submitted as part of the application on items 1-3 above. Correspondence must contain name, position, and contact information of party providing verification.

Response: Correspondence shall be provided upon request.

B. Sanitary Sewer Analysis

1. Provide the sanitary sewer level of service per the adopted and certified local land use plan.

Response: The level of service in the adopted, certified land use element is 258 gallons per capita per day.

2. Identify the sanitary sewer facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on

the plant and planned plant capacity expansions, including year and funding source.

Response: The City of Hollywood provides sanitary sewer collection only. The City's collection system consists of gravity lines, pump stations and force mains.

The Town has a Large User Agreement with The City of Hollywood to provide treatment. The area of the amendment is currently served by septic tanks and will require an amended agreement to provide additional capacity. Plant capacity will be provided prior to Town Council hearings.

3. Identify the net impact on sanitary sewer demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

Response: The sanitary sewer demand as illustrated in Table below compares the Commercial Land Use to the Industrial amendment. The net estimated demand increase is 73,532 gallons/day.

SANITARY SEWER DEMAND

Current Land Use Plan Designation: Industrial		
Development Intensity	Generation Rate	Demand
Industrial 1,539,193 SF	.10 GPD/SF	153,919 GPD
Proposed Land Use Designation: Commercial*		
Development Intensity	Generation Rate	Demand
Office 172,255 SF	.2 GPD/SF	34,451 GPD
Restaurant 500 Seats	50 GPD/Seat	25,000 GPD
Hotel/Motel 1,120 Rooms	150 GPD/ bedrooms	168,000 GPD
		Net Change:
		+73,532 GPD

*Based on conceptual uses for analytical purposes. Commercial and industrial rates based on Broward County Code Section 27-201.

4. Correspondence from sanitary sewer provider verifying the information submitted as part of the application on items 1-3 above. Correspondence must contain name, position, and contact information of party providing verification.

Response: Correspondence shall be provided upon request.

C. **Solid Waste Analysis**

1. Provide the solid waste level of service per the adopted and certified local land use plan.

Response: The Town has adopted Broward County level of service standard of 8.9 pounds per residential unit per day. For non-residential uses use Broward County Land Development Code.

Residential	8.9 lbs. per unit per day
Factory/Warehouse	2 lbs per 100 sq.ft. per day
Office Building	1 lbs per 100 sq.ft. per day
Retail/ Service	4 lbs per 100 sq.ft. oer day
Hotel/Motel	3 lbs per room per day

2. Identify the solid waste facilities serving the service area in which the amendment is located including the landfill/plant capacity, current and committed demand on the landfill/plant capacity and planned landfill/plant capacity.

Response: The majority of solid waste in the Town is managed by Waste Management, Inc., which collects and disposes of solid waste material and garbage within the Town. The majority of material collected within the Town is transported to the appropriate Landfill/Waste to Energy Plant. The facility is projected to have capacity through 2032 with a remining capacity of 19 million cubic yards and an average annual consumption of 1.5 million cubic yards.

3. Identify the net impact on solid waste demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

Response: Analysis indicates that there will decrease the solid waste demand by 24,069 pounds per day.

SOLID WASTE DEMAND

Current Land Use Plan Designation: Industrial		
Development Intensity	Generation Rate	Demand
Industrial 1,539,193 SF	2 Lbs/100 SF/day	30,784 Lbs Day
Proposed Land Use Designation: Commercial*		
Development Intensity	Generation Rate	Demand
Office 172,255 SF	1 Lbs/100 SF/day	1,722 Lbs/Day
Restaurant 40,822 SF	4 Lbs/100 SF/day	1,633 Lbs/Day
Hotel/Motel 1,120 Rooms	3 Lbs/Room/ day	3,360 Lbs/Day
Net Change:		-24,069 Lbs/Day

*Based on Broward County LOS and proposed conceptual uses for analytical purposes. Industrial based on factory/warehouse and restaurant converted to square feet.

4. Correspondence from the solid waste provider verifying the information submitted as part of the application on items 1-3 above. Correspondence must contain name, position, and contact information of party providing verification.

Response: Correspondence shall be provided upon request.

D. Drainage Analysis

1. Provide the drainage level of service per the adopted and certified local land use plan.

Response: The Town has adopted the following LOS standards for Drainage:

One inch (1") in 25-year storm with attenuation (24-hour storm event) and treatment of the first 1" of run-off on-site.

2. Identify the drainage district and drainage systems serving the amendment area.

Response: Broward County and South Florida Water Management District.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

Response: Portions of the area are prone to flooding and a comprehensive drainage plan is proposed to alleviate the current issues and proposed redevelopment. Funding will be provided by the Town and developers.

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site.

Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

Response: The amendment area covers approximately a mile in length. Many of properties were developed in the 60's and permits are not available. Since there are so many properties, obtaining permits would not be productive.

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one-hundred-year flood elevation, acreage of proposed management retention area, elevations for buildings, roads and years, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

Response: The Town has prepared a draft comprehensive analysis of the amendment site to alleviate the issues.

6. Correspondence from local drainage district verifying the information submitted as part of the application on items 1-5 above. Correspondence must contain name, position, and contact information of party providing verification.

Response: Correspondence shall be provided upon request.

E. Recreation and Open Space Analysis

1. Provide the recreation level of service per the adopted and certified local land use plan.

Response: The City's level of service standard for parks is three acres per 1,000 residents.

2. For amendments which will result in an increased demand for "community parks" acreage, as required by the Broward County Land Use Plan, an up-to-date inventory of the municipal community parks inventory must be submitted.

Response: The Town has three park sites; McTyre Park, Pembroke Park Preserve, and Patrick Behn Park. The parks total 36.81 acres. Based on 2021 census estimate of the population at 6,195 the Town Park requirement is 18.58 acres. The Town has ample available acres to accommodate future growth.

3. Identify the net impact on demand for "community parks" acreage, as defined by the Broward County Land Use Plan, resulting from this amendment.

Response: Based on the proposed uses there will not be an increase in park demand.

4. Identify the projected "community parks" acreage needs based on the local government's projected buildout population.

Response: Both existing Industrial and proposed Commercial land use do not impact park demand and do not affect population buildout projections.

5. As applicable, describe how the local government and/or applicant are addressing Broward County Land Use Plan Policies 2.5.4 and 2.5.5. (a. through e.) regarding the provision of open space.

Response: POLICY 2.5.4 does not apply to this amendment since there is no loss of open space and a local plan amendment.

F. Traffic Circulation Analysis

Please be advised, if required, that the Planning Council staff will request from the Broward Metropolitan Planning Organization (MPO), as per Policy 2.14.6 of the BCLUP, an analysis of the impacts of the amendment to the regional transportation network. The MPO will charge a separate cost-recovery fee directly to applicants for technical assistance requested by the Planning Council for the preparation and review of the land use plan amendment transportation analysis. Please contact the MPO for additional

information regarding this fee.

1. Identify the roadways impacted by the proposed amendment and indicate the number of lanes, current traffic volumes, adopted level of service and current level of service for each roadway.

Response: Major roadways serving the amendment site include:

- Pembroke Road
- Hallandale Beach Boulevard.
- I-95

The level of service standards maintained by Broward County and the Town of Pembroke Park are summarized below in Table 1.

Broward County

The amendment site is located within the Transportation Concurrency District which is subject to the provisions of the Broward County Transportation Concurrency System. Therefore, the level of service standard determined by the Broward County Development Review Services was considered for this analysis. The level of service standard for all roadways within the impact area is LOS D for long range planning purposes.

Town of Pembroke Park

The Town of Pembroke Park recognizes the County's level of service (LOS) D standards in its adopted Comprehensive Plan. The Town is located within Broward County Transportation Concurrency Management Area (TCMA). All new development in the Town is subject to payment of Transit Impact fees to the Broward County.

2. Identify the projected level of service for the roadways impacted by the proposed amendment for the long-range planning horizons. Please utilize average daily and P.M. peak hour traffic volumes per Broward County Metropolitan Planning Organization plans and projections.

Response: The projected level of service for the short-term (i.e., 2024) planning horizon was determined using linear interpolation of the currently available 2017 peak hour volumes; and the long-term (2040) currently available peak hour volumes to obtain the short-term peak hour volume. Once the interpolated value was obtained, FDOT's 2013 *Quality/Level of Service Handbook* was used to find the appropriate level of service standard.

The level of service for the short and long-term planning horizon will be provided prior to Town hearings.

3. Planning Council staff will analyze traffic impacts resulting from the amendment. The applicant may provide a traffic impact analysis for this amendment – calculate anticipated average daily and pm peak hour traffic generation for the existing and proposed land use designations. If the amendment reflects a net increase in traffic generation, identify access points to/from the amendment site and provide a distribution of the additional traffic on the impacted roadway network for the long-range planning horizon.

Response: The trip generation potential for the amendment site was calculated using rates reported by the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 10th Edition.

A detailed trip generation calculation will be provided to the Town prior to hearings.

4. Provide any transportation studies relating to this amendment, as desired.

Response: Supplemental transportation studies relating to this amendment are not provided.

G. Mass Transit Analysis

1. Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one-quarter of a mile.

Response:

Existing Broward County Bus Transit Service

- **Broward County Transit Route 5** operates on Pembroke Road linking the site in an east west direction. Route 5 operates on 50-minute headways.
- **Broward County Transit Route 28** operates on Hallandale Beach Boulevard. in an east west direction. Route 28 has 30-minute headways.
- **County also has Route 110 and community shuttles 733 and 755 within proximity of the site.** Route 110 has 30-minute headways and 733 and 755 operate on 60-minute headways.

2. Describe how the proposed amendment furthers or supports mass transit use.

Response: Redevelopment will provide potential additional riders for the transit system.

3. Correspondence from transit provider verifying the information submitted in items 1-2 above. Correspondence must contain name, position, and contact information of party providing verification.

Response: Correspondence shall be provided upon request.

H. Public Education Analysis

Please be advised that the Planning Council staff will request from The School Board of Broward County (SBBC), as per Policy 2.15.2 of the BCLUP, an analysis of the impacts of the amendment on public education facilities. Per SBBC Policy 1161, the applicant will be subject to a fee for the analysis and review of the land use plan amendment application. The applicant should contact the SBBC to facilitate this review and determine the associated fees.

1. Public School Impact Application

Response: There are no impacts from the proposed Commercial Land Use.

2. The associated fee in the form of a check made payable to the SBBC.

Response: Public School Impact Application and fee is not necessary since the site is proposed to be Commercial. If future flex or redevelopment units are, developers will need to provide school board concurrency analysis.

5 ANALYSIS OF NATURAL AND HISTORIC RESOURCES

Indicate if the site contains, is located adjacent to or has the potential to impact any of the natural and historic resource(s) listed below, and if so, how they will be protected or mitigated. Planning Council staff will request additional information from Broward County regarding the amendment's impact on natural and historic resources.

- A. Historic sites or districts on the National Register of Historic Places or locally designated historic sites.

Response: There are no listed historic sites or districts associated with the site.

- B. Archaeological sites listed on the Florida Master Site File.

Response: Site is not listed on the Florida Master Site File.

C. Wetlands.

Response: No wetlands are located within the subject property.

D. Local Areas of Particular Concern as identified within the Broward County Land Use Plan.

Response: The subject property is not within an area designated as a Local Area of Particular Concern by the Broward County Land Use Plan.

E. Priority Planning Area map and Broward County Land Use Plan Policy 2.21.1 regarding sea level rise.

Response: A small portion of the site which appears to be limited to a portion of 30th Avenue is highlighted within a Priority Planning Area for sea level rise. The map identifies areas near tidal water bodies at increased risk of inundation under a 3.3-foot sea level rise scenario, projected to occur as soon as 2070. An exact determination was not made due to the exact limits.

F. “Endangered” or “threatened species” or “species of special concern” or “commercially exploited” as per the Florida Fish and Wildlife Conservation Commission (fauna), the U.S. Fish and Wildlife Service (flora and fauna), or the Florida Department of Agriculture and Consumer Services (fauna). If yes, identify the species and show the habitat location on a map.

Response: The subject property is developed, as well as surrounding areas. There has been no evidence to date of any endangered, threatened or species of special concern associated with the amendment area.

G. Plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services.

Response: The subject property is developed as well as surrounding areas. There has been no evidence to date of any plant species listed on the index being located on the subject property.

- H. Wellfields – indicate whether the amendment is located within a wellfield protection zone of influence as defined by Broward County Code, Chapter 27, Article 13 “Wellfield Protection.” If so, specify the affected zone and any provisions which will be made to protect the wellfield.

Response: The amendment site is not located within a Wellfield Protection Zone.

- I. Soils – describe whether the amendment will require the alteration of soil conditions or topography. If so, describe what management practices will be used to protect or mitigate the area’s natural features.

Response: Soil is suitable for development. On-site cut and fill will utilize best management practices required by the water management design engineering standards.

- J. Indicate if the amendment site fronts the ocean or would impact access to public beaches. If so, describe how public beach access will be addressed.

Response: Not Applicable

6 AFFORDABLE HOUSING

Describe how the local government is addressing Broward County Land Use Plan Policy 2.16.2 consistent with Article 5 of this Document.

Response: Amendment site does not contain any housing units. If redevelopment units are utilized in the future, the Town and the developers will be subject to affordable housing requirements.

7 LAND USE COMPATABILITY

Describe how the amendment is consistent with existing and planned future land uses in the area (including adjacent municipalities and/or county jurisdictions). Identify specific land development code provisions or other measures that have or will be utilized to ensure land use compatibility.

Response: The amendment site is located between two major transportation corridors; Interstate-95 on the east and the CSX Railroad corridor on the west. The existing use is industrial and amending the site to commercial will not impact the adjacent areas. The

frontage along I-95 north and south has similar uses. The amendment site is essentially isolated.

8 HURRICANE EVACUATION ANALYSIS

(Required for those land use plan amendments located in a hurricane evacuation zone as identified by the Broward County Emergency Management Division).

Provide a hurricane evacuation analysis based on the proposed amendment, considering the number of permanent and seasonal residential dwelling units (including special residential facilities) requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and clearance times. The hurricane evacuation analysis shall be based on the best available data/modeling techniques as identified by the Broward County Emergency Management Division.

Response: Site is not within a Hurricane Evaluation Zone.

9 REDEVELOPMENT ANALYSIS

Indicate if the amendment is located in an identified redevelopment area (i.e., Community Redevelopment Agency, Community Development Block Grant). If so, describe how the amendment will facilitate redevelopment and promote approved redevelopment plans.

Response: Site is not part of a designated redevelopment area. The amendment site will promote redevelopment in concert with future land development code amendments which will enable the highest and best use; and provide employment and increased tax base.

10 INTERGOVERNMENTAL COORDINATION

Indicate whether the proposed amendment site is adjacent to other local governments. If so, please provide additional copies for the notification and/or review by adjacent local governments.

Response: The City of Hollywood could be considered adjacent on the north at Pembroke Road. The City of Hallandale Beach could be considered adjacent across I-95. Notices to adjacent municipalities will be provided as part of the participation process.

11 PUBLIC OUTREACH

Describe how the applicant and/or local government notified and coordinated with adjacent property owners, master association, homeowner associations etc.

Response: There is not a master association of the amendment area. The Town of Pembroke will publish legal notices, post the site and solicit public input thru the Town website.

12 CONSISTENCY WITH GOALS, OBJECTIVES AND POLICIES WITH THE TOWN OF PEMBROKE PARK LAND USE PLAN

The Comprehensive Plan Goals, Objectives and Polices support redevelopment of the area. Several of the GOPS are:

Policy #1.3.5: The Land Use Plan Map may be amended by the Town’s Commission in the manner provided by the Broward County Charter and Florida Local Government Comprehensive Planning and Land Development Regulation Act and local regulations. All amendment shall consider the compatibility of existing and future land uses.

Policy #1.3.8: The Town shall require all redevelopment activities to address existing problems, if any.

Policy # 1.3.9: The Town shall consider the availability of water supply facilities during evaluation of any proposed Comprehensive Plan Land Use Amendments or rezonings.

Policy #1.5.16: The Town will continue to eliminate all existing septic tank systems in the Town and extending municipal sewage treatment facilities to each site where economically feasible.

Policy # 1.5.22 The Town shall require all development and redevelopment activities within identified flood plains to address existing or potential flooding problems, if, any. All flood plain protection provisions pertaining to public roads and parking lot shall be included in Land Development Regulations consistent with the criteria and mapping of FEMA and S.F. Water Management.

Objective: 4-A.2: Complete the process begun in 1995 to phase out all septic tanks in the Town. Maintain and improve the Town’s sewage collection system in order to maximize the use of the Town’s existing infrastructure.

13. ADDITIONAL SUPPORTING DOCUMENTS

None

14. PLAN AMENDMENT COPIES

EXHIBIT A

List of Property Owners

EXHIBIT B

30th AVE FOLIO'S		
FOLIO NO.	PROPERTY OWNER	PROPERTY/SITE ADDRESS
F0-51422180029	M & C DEVITA REV LIV TR DEVITA, MICHAEL A TRS ETAL	SW 30 Ave Pembroke Park FL, 33009
F1-514221280021	1730 PR LLC	1730 SW Ave Pembroke Park FL33009
F3-514221280025	ROLINS CONTINENTAL INC	1731 SW Ave Pembroke Park FL33009
F4-514221280026	1950 SOUTH AVENUE LLC PURACOSTA MANAGEMENT	1732 SW Ave Pembroke Park FL33009
F5-514221280027	ANO LLC	1960 SW Ave Pembroke Park FL,33009
F6-514221280024	BKI-95 LLC	2000 SW 30 Ave Pembroke Park FL,33009
F7-514221010101	LIVMA LLC	2050 SW 30 Ave Pembroke Park FL,33009
F8-514221010103	SLR REALTY CORP	2150 SW 30 Ave Pembroke Park FL,33009
F9-514221010107	SLR REALTY CORP	SW 30 Ave Pembroke Park FL, 33009
F10-514221010117	2250 WAREHOUSE LLC	2250 SW Ave Pembroke Park FL, 33021
F11-514221010108	AMITA DEVELOPMENT LLC	2350 SW Ave Pembroke Park FL, 33009
F12-514221010109	2400 SW30 LLC	2400 SW 30 Ave Pembroke Park FL,33009
F13-514221010113	XYD INVESTMENTS LLC	2500 SW 30 Ave Pembroke Park FL, 33009
F14-514221010118	TAI GROUP INC	2520 SW 30 Ave Pembroke Park FL, 33009
F15-514221010114	FINE LINE INTERIORS INC	2530 SW Ave Pembroke Park FL,33009
F16-514221010120	THX REAL ESTATE LLC	2540 SW 30 Ave Pembroke Park FL, 33009
F17-514221010131	ROB INVESTMENT PROPERTY LLC	2512 SW 30 Ave Pembroke Park FL,33009
F18-514228710010	BH 2550 LLC	2550 SW 30 Ave Pembroke Park FL, 33009
F19-514228000102	THARP FAMILY REV TR	2865 SW 30 Ave Pembroke Park FL, 33009
F20-514228740010	TIMELY PROPERTY INC	2885 SW 30 Ave Pembroke Park FL, 33009
F21-514228640010	TIMELY PROPERTY INC	3001 W Hallandale Beach Blvd Pembroke Park FL, 33009
S1-514228320120	TOWN OF PEMBROKE PARK	SW 30 Ave Pembroke Park FL, 33009
S2-514228320100	FDOT	SW 30 Ave Pembroke Park FL, 33009
S3-514228320023	PEGGY MESSINGSCHLAGER REV TR, MESSINGSCHLAGER, PEGGY TRSTEE	2521 SW 30 Ave Pembroke Park FL, 33009
S4-514228320110	PEGGY MESSINGSCHLAGER REV TR, MESSINGSCHLAGER, PEGGY TRSTEE	SW 30 Ave Pembroke Park FL, 33009
S5-514228320122	TOWN OF PEMBROKE PARK	SW 30 Ave Pembroke Park FL, 33009
S6-514228320121	TOWN OF PEMBROKE PARK	SW 30 Ave Pembroke Park FL, 33009
S7-514221010112	TOWN OF PEMBROKE PARK	SW 30 Ave Pembroke Park FL, 33009
S8-514221010370	TOWN OF PEMBROKE PARK	SW 30 Ave Pembroke Park FL, 33009
S9-514221280028	TOWN OF PEMBROKE PARK	SW 30 Ave Pembroke Park FL, 33009
S10-ROW	ROW	ROW
S11- 514228320070	FDOT Office of ROW	SW 30 Ave Pembroke Park FL, 33009
S12-514228320080	FDOT Office of ROW	SW 30 Ave Pembroke Park FL, 33009
S13-514228320090	FDOT Office of ROW	SW 30 Ave Pembroke Park FL, 33009
S14-514221280020	FDOT Office of ROW	1701 S 30 Ave Pembroke Park FL, 33009
S15-514221280022	TOWN OF PEMBROKE PARK	SW 30 Ave Pembroke Park FL, 33009

Legal Description

Legal Description

That portion of Sections 21 and 28, Township 51 South, Range 42 East, lying westerly of I-95 (SR 9) as shown on Right of Way Map 8607-201, as recorded in Right of Way Map Book 3, Page 18, Broward County Records, lying northerly of the north line of Parcel A, Timely Property Inc Plat, as recorded in Plat Book 162, Page 27, Broward County Records, and lying southerly of the north line of Meekins Addition Number 1, as recorded in Plat Book 26, Page 5, Broward County Records.

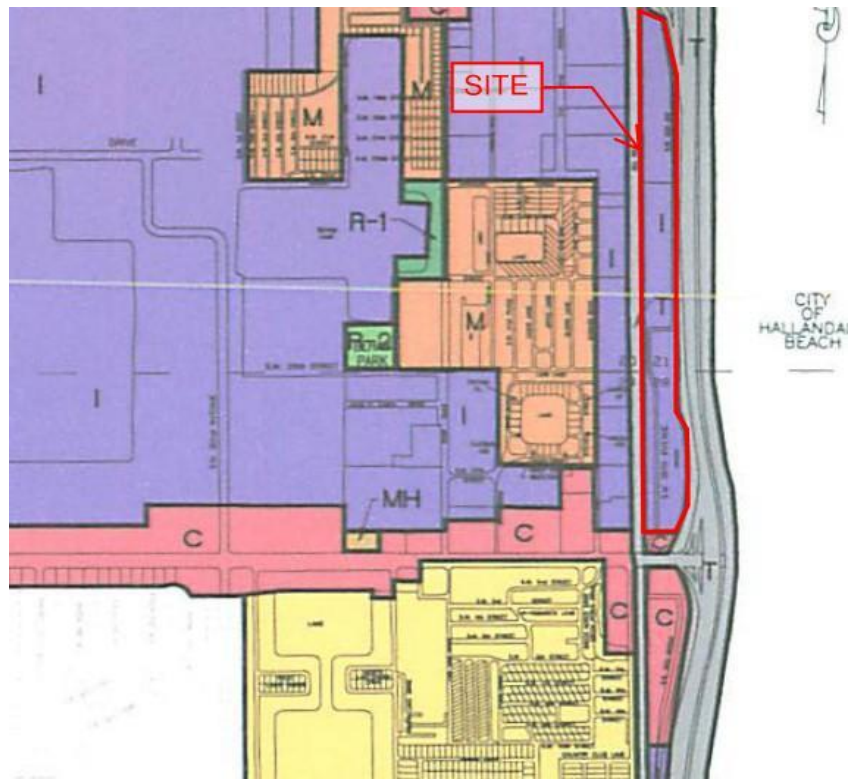
EXHIBIT C

Project Location Map



EXHIBIT D

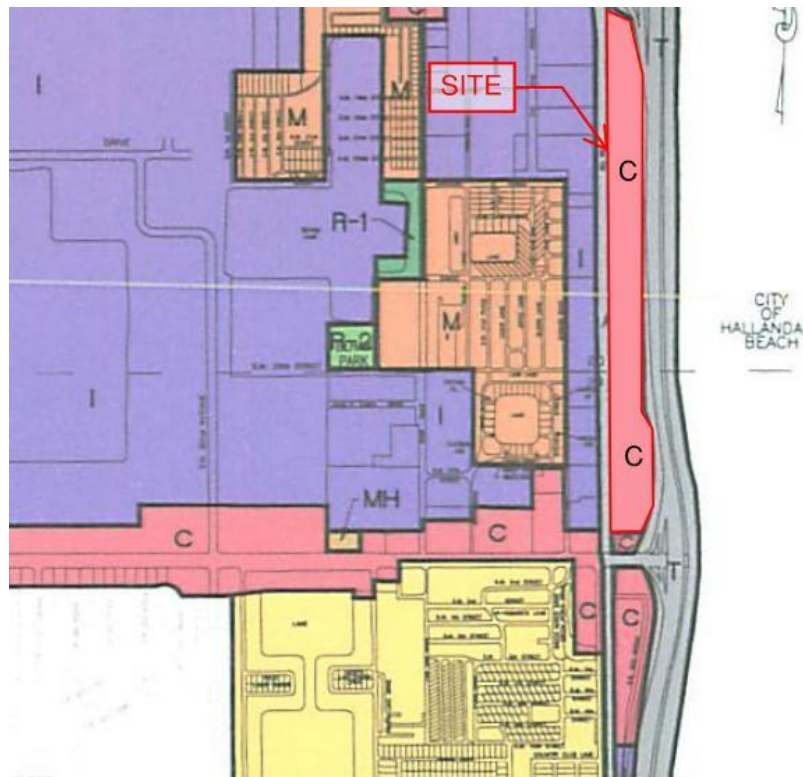
Existing Town of Pembroke Park Land Use



LEGEND	
	INDUSTRIAL
	COMMERCIAL
	MEDIUM DENSITY
	LOW-MEDIUM DENSITY

EXHIBIT E

Proposed Town of Pembroke Park Land Use



LEGEND

	INDUSTRIAL
	COMMERCIAL
	MEDIUM DENSITY
	LOW-MEDIUM DENSITY

ORDINANCE NO. 2023-001

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING AN AMENDMENT TO THE TOWN'S FUTURE LAND USE MAP FOR THE APPROXIMATELY 16.56 ACRES OF REAL PROPERTY GENERALLY LOCATED ALONG S.W. 30TH AVENUE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN (THE "PROPERTY"); AMENDING THE PROPERTY'S LAND USE FROM INDUSTRIAL TO COMMERCIAL; DIRECTING THE TOWN CLERK TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AND THE PROPOSED LAND USE PLAN AMENDMENT TO THE APPROPRIATE PARTIES; REQUESTING BROWARD COUNTY TO AMEND ITS LAND USE AND TO AUTHORIZE THE BROWARD COUNTY PLANNING COUNCIL TO TRANSMIT A COPY OF THE AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY ON BEHALF OF THE TOWN AND ANY OTHER INTERESTED GOVERNMENTAL ENTITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Future Land Use Map is created to manage the Town's future growth and development through land development regulations that provide the patterns of planned development in the Town; and

WHEREAS, the Town has received interest from property owners along S.W. 30th Avenue to redevelop their properties in a manner that more closely reflects mixed-use zoning and entertainment uses; and

WHEREAS, the present land use designation within the subject area of Industrial prohibits certain uses that are regularly found within mixed-use zoning districts, and the Town seeks to amend the land use designation on the Property from Industrial to Commercial to provide for future development; and

WHEREAS, the Town's Local Planning Agency recommended approval of this small-scale amendment to the Town's Future Land Use Map at its January 5, 2023 meeting; and

WHEREAS, pursuant to Florida Statute §163.3187, Town Commission conducted a public hearing to consider the input of the public regarding the proposed land use plan amendment; and

WHEREAS, the Town Commission finds that amending the land use for the approximately 16.56 acres of real property general located along S.W. 30th Avenue from industrial to commercial is in the best interests of the citizens and residents of the Town.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance. All exhibits referenced herein are hereby incorporated within this Ordinance by this reference and made a specific part hereof.

Section 2: The Town Commission hereby adopts this small scale Land Use Plan Amendment for the approximately 16.56 acres of real property generally located along S.W. 30th Avenue, as more particularly described in Exhibit "A," from Industrial to Commercial.

Section 3. The Town Commission of the Town of Pembroke Park, Florida, hereby directs that the proposed Land Use Plan Amendment for the approximate 16.56-acres of real property generally located along S.W. 30th Avenue, as more particularly described in Exhibit "A," be transmitted to the Broward County Planning Council and the Florida Department of Economic Opportunity with a favorable recommendation.

Section 4. The Town's Land Use Map and Certified Land Use Plan are hereby amended to include the amendments and re-designation described herein.

Section 5. The Town Clerk is directed to transmit a certified copy of this Ordinance to the Broward County Planning Council with a request that the Council re-certify the Town of Pembroke Park Land Use Plan.

Section 6. The Town Clerk is further directed to transmit a certified copy of this Ordinance and a Certified Copy of the amended Land Use Plan to the Florida Department of Economic Opportunity pursuant to Chapter 163, Florida Statutes, as well as any other interested governmental entity.

Section 7. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 8. If any clause, section or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance remaining in full force and effect.

Section 9. This Ordinance shall become effective immediately upon its passage and

{00550379.2 3399-0000000 }

adoption.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

GEOFFREY JACOBS _____

REYNOLD DIEUVEILLE _____

WILLIAM R. HODGKINS _____

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



TO: Mayor and Town Commission

THRU: Miguel Nunez, Building Official

FROM: Mike Vonder Meulen, AICP, Consultant Town Planner

MEETING DATE: WORKSHOP January 25, 2023

SUBJECT: SW 30th Avenue (between Pembroke Road and Hallandale Beach Boulevard)
22-CP-03 Town only Land Use Plan Amendment (LUPA) from Industrial to Commercial
22-RZ-01 Text Amendment Mixed Use-Entertainment District (MXE)
22-RZ-04 Rezone from B-1 and M-1 to MXE

APPLICANT: Town of Pembroke Park

PROJECT BACKGROUND

The Town has received interest from property owners along SW 30th Avenue to redevelop their property in a manner that is not consistent with the current M-1 zoning district and Town's Industrial land use. In multiple meetings with Town staff, it was recommended to make a presentation to the Town Commission to discuss the potential to redevelop SW 30th into mixed use-entertainment district and receive direction from the Town Commission on moving forward. Town staff made presentations to the Town Commission at the September 28, 2022, Commission Workshop and at the October 15, 2022, Special Commission Meeting. Staff had also made a presentation to the Planning and Zoning Board on October 6, 2022. All presentations were received positively.

In order to create a mixed use-entertainment district for SW 30th Avenue, multiple applications are needed to be processed through the Town. The first application would be to change the land use from Industrial to Commercial. The industrial land use does not allow the uses for a mixed-use entertainment district. This Land Use Plan Amendment is a Town only application. Several years ago, Broward County collapsed many of their land uses (commercial, industrial and employment center) into one category called “commerce”. The county land use plan, which the Town is required to be consistent with, already allows the uses proposed in the mixed use-entertainment district.

The second application is to create the mixed use-entertainment district. The Town will be creating a new zoning district specifically for the redevelopment of SW 30th Avenue which will allow for a mix of uses with an emphasis on entertainment.

The third and final application is to rezone all of the properties along SW 30th Avenue to the new mixed use-entertainment district.

PROJECT ANALYSIS

SW 30th Avenue serves as the east face of the Town from Interstate-95 and the CSX railway which includes Tri-Rail commuter rail service. Many of the current buildings along SW 30th Avenue are reaching the end of their life cycle and are prime for redevelopment. SW 30th Avenue is strategically located near I-95 and CSX railway. The location straddles two large counties each having their own ports, airports, and urban centers. SW 30th Avenue quick and easy access to and from the interstate. The location appears ideal for providing lodging, entertainment and residential for people who like to take advantage of both major regions. Due to SW 30th Avenue being separated from the remainder of the Town by the railway, entertainment uses which occasionally can be noisy are separated by the railway from the quieter sections of the Town.

The LUPA application essentially changes the land use from industrial to commercial to allow for the mixed-use entertainment uses.

The text amendment creates the new mixed-use entertainment MXE zoning district. Highlights within new zoning district include:

- Specific permitted uses which allow for commercial, residential, entertainment and commercial recreation uses all with one area.
- Reduced setbacks to allow for intense development.
- Height allowance to 150 feet and a bonus height of an additional 50 feet if the development meets certain criteria.
- A requirement to provide a minimum of 15% of the units as affordable housing.
- A density allowance of 50 units per acre and a density bonus program to allow up to an additional 50 units per acre if the development meets certain criteria and subject to the allocation of the units by the Town Commission.
- A roadway exhibit which allows for pedestrian and landscape zones and on-street parking.
- The option to build over SW 30th Avenue. The lease agreement is subject to approval by the Town Commission.
- Design standards to ensure proper design which include activating the ground level of the development, screening the loading and dumpster area, screening of the structured parking from public rights-of-way, encouraging of upper-level and rooftop decks for additional pedestrian activity and bicycle parking.

The rezoning application will rezone all properties along SW 30th Avenue including the properties at the corners of Hallandale Beach Boulevard and Pembroke Road and SW 30th Avenue. One parcel is zoned B-1 while the remainder of the properties are zoned M-1. All will be rezoned to MXE.

RECOMMENDATION

The Town Planner recommends approval of all three applications. On January 5, 2023, the Planning and Zoning Board unanimously approved all three applications. Although this staff report covers three (3) separate applications, each application must be voted on separately.

ATTACHMENTS

Town LUPA Application

Mixed Use-Entertainment District Text

Town Rezoning Application & Legal Description



TOWN OF PEMBROKE PARK PLANNING & ZONING DIVISION

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

MASTER APPLICATION

Consideration of an application type by the Town or issuance of a permit by the Town does not in of itself in any way create a right to obtain a permit from a County, State or Federal Agency. Applicants must comply with all legal requirements and obtain all requisite approvals imposed by County, State and Federal Agencies and the Town bears no legal responsibility for Applicant's failure to do so.

Project Name		Application Type	
Mixed Use Entertainment District Text Amendment		Zoning Amendment	
Owner		Parcel (ID Number)	
Town of Pembroke Park Initiated		Multiple Parcel Numbers - See Attached	
Address		Parcel Size (Acres)	
3150 SW 52nd Ave. Pembroke Park, FL 33023		N/A	
Scope of Work Description			
Creation of the Mixed-Use Entertainment District			
Code Information		Yes	No
Is this an after-the-fact request? (If yes, attach a copy of any related information)		☐	☒
Is this request the result of a Town code violation? (If yes, attach copy of violation notice)		☐	☒
Has this same or similar request been proposed previously on the property?		☐	☒
Agent			
Name: Michael Vonder Meulen			
Company/Firm: KEITH			
Address: 301 E Atlantic Blvd			
City/State/Zip: Pompano Beach FL 33060			
Phone: 954-788-3400		Email: MVonderMeulen@keithteam.com	
Signature:		Date: 12/08/2022	
This is to certify that I am the agent of this application for the subject property(s) and the statements contained herein are accurate to the best of my knowledge and I will be present at any required hearings to represent this application.			
Property Owner Certification			
This is to certify that I am the owner of the subject property(s) described in this application. By signing this application, I hereby authorize the above signatory to serve as agent for this project. The agent is authorized by me to agree to any and all binding conditions throughout the review of this application. I hereby agree to be bound by any and all conditions, or amendments required by this application.			
Printed Name of Property Owner: <u>Town Initiated Application</u>			
Signature of Property Owner: <u>[Signature]</u>		Date: <u>11/18/23</u>	
State of <u>FLORIDA</u> County of <u>BROWARD</u>			
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization.			
this <u>18</u> day of <u>JANUARY</u> , 202 <u>3</u> , by <u>Mike Vonder Meulen</u> (name of person making statement)			
☒ Personally known: OR ☐ Produced Identification, Type _____			
Notary Public Signature: <u>[Signature]</u>		My Commission Expires _____	
Notary Public Seal:		TIFFANY CRUMP MY COMMISSION #HH344980 EXPIRES: DEC 28, 2026 Bonded through 1st State Insurance	
TOWN USE ONLY			
Submittal Date:		Project Number: <u>22-RZ-01</u>	

Sec. 166.033(6), Florida Statutes: Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A municipality shall attach such a disclaimer to the issuance of development permits and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

Master_App_10-20-22

Division 5.8 – MXE MIXED USE-ENTERTAINMENT DISTRICT

Sec. 28-209 Intent

A. Purpose

The MXE mixed use entertainment district is designed to encourage the redevelopment of SW 30th Avenue into an active entertainment district with a mix of uses including commercial, restaurant, various entertainment, hotel, office and residential. The purpose of the district standards is to stimulate economic revitalization, create a pedestrian-friendly environment and promote mixed-use developments along the corridor.

B. Permitted Uses

1. The following uses are permitted in the MXE Mixed Use Entertainment District:

Accommodation uses including hotel, condominium hotel, extended stay hotel.
Commercial Recreation uses including indoor and outdoor commercial recreation facilities which are open to the public or require membership.
Entertainment uses including theater, entertainment venue, convention center, hall-for-hire, aquarium, nightclub, bar, tavern, billiard room, museum, exhibition space.
Retail uses including antiques, clothing, convenience market, florist, gift, greeting cards, grocery, jewelry, leather goods, newsstand, notions, pharmacy, souvenir, sporting goods, stationery and books and sundry.
Restaurant uses including bakery, delicatessen and ice cream parlor.
Office uses including general office, medical office, banks and financial institutions.
Multi-family Residential uses as specified in Sec. 28-209.C Specific Use Regulations

2. Existing Uses

Existing non-conforming uses are permitted to remain pursuant to Article V.-Non-conforming Uses of the Town Zoning Code.

C. Specific Use Regulations

1. All Residential units are subject to the following regulations:
 - a. Allocation of Units. Allocation of flex/redevelopment units are granted by the Town Commission and are subject to the availability of Flex/Redevelopment Units.
 - b. Affordable Housing. A minimum of 15% of units allocated to a project must be affordable as defined by the Town and Broward County. A project is encouraged to propose affordable housing units consistent with Policies 2.16.3 and 2.16.4 of Broward County Land Use Plan. Affordable housing units must be deed restricted for a minimum period of 30 years. The recorded deed restriction shall be provided to the Town prior to the issuance of a building permit for the development

The Town Commission may approve a fee in lieu providing affordable housing. The Town Commission will establish the fee. The fee cannot be lower than the fee established in Policies 2.16.3 and 2.16.4. The town may apply to various Town affordable housing strategies including:

- i. Programs to facilitate the purchase or renting of new or existing affordable housing stock.
 - ii. Programs to facilitate the maintenance of the existing supply of affordable housing.
 - iii. Other programs or initiatives designed by the Town to address specific affordable housing market needs, including strategies to reduce the cost of housing production, promote affordable housing development; prevent displacement, and promote transit amongst low-income populations.
- c. Density. The permitted density in the MXE district is 50 dwelling units per net acre.
- d. Density Bonus Options. A development may request a density bonus based on the following criteria. A development cannot exceed a maximum of 100 units per acre including the density bonus.
- i. 50 units/acre. Development which is designated LEED Silver, Gold or Platinum or the equivalent for Florida Green Building Coalition standard or other sustainable development equivalent approved by the Town Commission
 - ii. 25 units/acre. Provide public art using one of the following options:
 - i. A fee equal to 1% of the project's construction costs or \$200,000 whichever is less;
 - ii. A piece of artwork valued at 1% of the project's construction costs or a maximum of \$200,000. whichever is less. The artwork shall be accessible to the public. If the artwork is placed on public property, the public art shall be approval from the City Commission.
 - iii. 25 units/acre. Properties that provide upper-level pedestrian connection between abutting properties. The pedestrian connection shall be a minimum 10-foot-wide and must be ADA compatible.
 - iv. 25 units/acre. Structured Parking to accommodate 100% of the proposed parking.

D. Uses Not Permitted

The following uses are prohibited including:

Single family and duplex residential. Townhomes-unless integrated into a development as liner residential to screen structured parking.

Vehicle and marine oriented uses including sales, parts, repair. Service and gasoline stations.

Drive-thru facilities including, restaurant, pharmacy, bank, atm.

Places of worship.

Industrial uses including warehouse manufacturing and self-storage facilities

E. Height Restrictions

1. The maximum height of any structure shall be 150 feet.
2. A height bonus option may be granted by the Town Commission to a maximum height of 200 feet if the development provides one of the following options if the option was not used for a density bonus.
 - a. Structured Parking to accommodate 100% of the proposed parking.
 - b. 5% of the provided parking is reserved for electric vehicle charging stations.
 - c. Provide public art using one of the following options:
 - i. A fee equal to 1% of the project's construction costs or \$200,000 whichever is less;
 - ii. A piece of artwork valued at 1% of the project's construction costs or a maximum of \$200,000. whichever is less. The artwork shall be accessible to the public. If the artwork is placed on public property, the public art must be accepted and approved by the Town Commission.

All structure heights above 100 feet are subject to a determination of no hazard from the Federal Aviation Administration (FAA).

F. Size of Plot and Floor Area

There is no minimum plot size or floor area.

G. Setbacks

1. The setback for all street front and street side yards shall be in compliance with the SW 30th road profiles established in Exhibit G.1.a and Exhibit G.1.b. Additional right-of-way necessary to complete the SW 30th Avenue Road profile may be granted in the form of an easement.

Exhibit G.1.a SW 30th Road Profile abutting Interstate-95

SW 30TH AVE ABUTTING 1-95

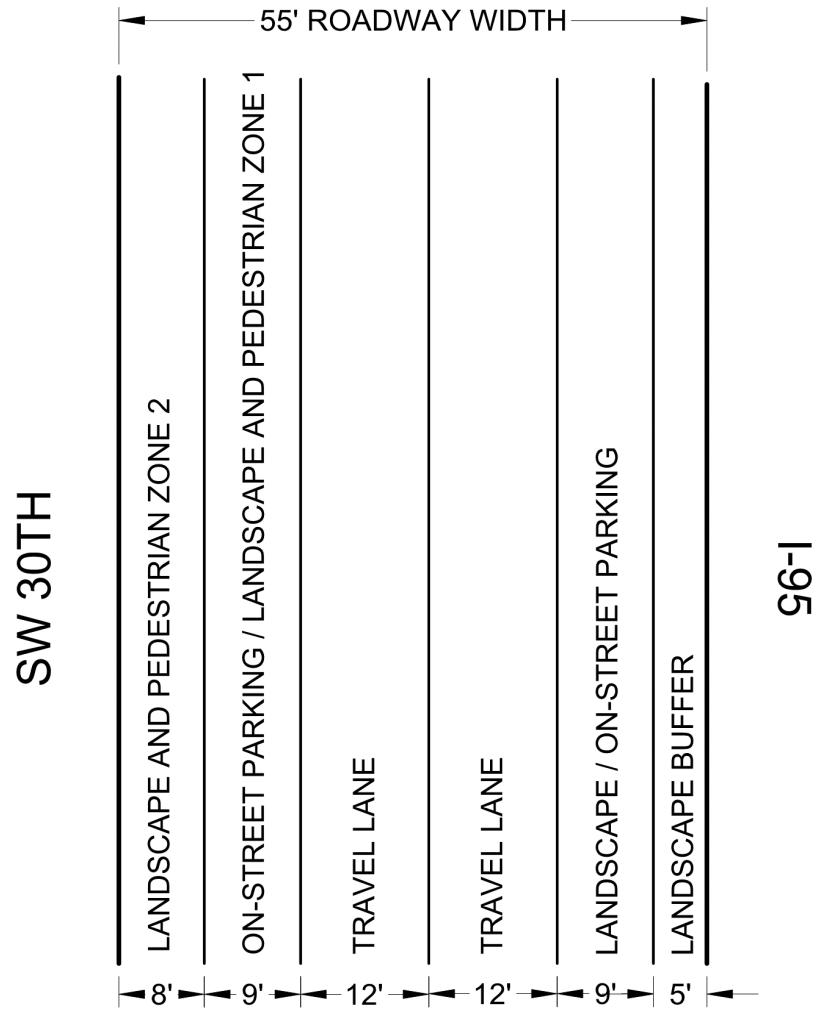
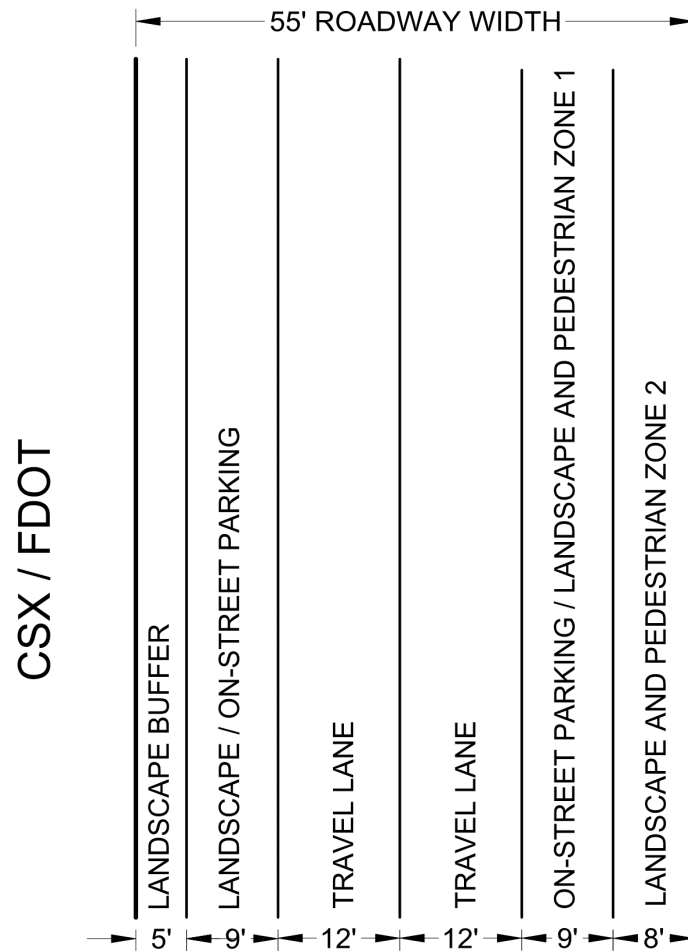


Exhibit G.1.b SW 30th Avenue Road Profile Not Abutting Interstate-95

SW 30TH AVE NOT ABUTTING 1-95



NOTE: WEST LANDSCAPE BUFFER & ON-STREET PARKING MAY BE LOCATED ON CSX/FDOT PROPERTY BY APPROVED EASEMENT

The Town Commission may modify the dimensions and requirements for Landscape/Pedestrian Zones 1 and 2 if determined to be in the best interest of the Town as part of the site plan approval process.

2. All remaining setbacks are zero.

H. Off-Street Parking

All developments are required to provide off-street parking in accordance with Sec. 28-301. A development is encouraged seek a parking reduction utilizing approved parking reduction and or demand study methods from Institute of Traffic Engineers (ITE), Urban Land Institute (ULI), American Planning Association (APA) or other organization accepted by the Town Commission.

I. On-Street Parking

On-street parking shall be provided pursuant to the roadway profile in Exhibits G.1.a and G.1.b. It will be the responsibility of the abutting property owner to provide the on-street parking. On-street parking shall be applied to off-street parking requirements for the development.

J. Building over Town Right-of-way

A property owner abutting SW 30th Avenue may enter into a lease agreement with the Town Commission to allow for the ability to develop on the air rights of SW 30th Avenue.

Setback requirements shall be waived for structure within the air rights of SW 30th Avenue.

Other than structural supports for the structure above SW 30th Avenue, the air rights of the first 30 feet from ground level shall remain open to allow for natural light, ventilation, landscape and the service of utilities.

K. Design Standards

The following design standards shall apply to all new developments in the MXE Mixed Use-Entertainment District.

1. Landscape and Pedestrian zone 1. Landscape and pedestrian zone 1 is intended to be flexible space to allow a mix of on-street parking, landscape, street furniture including seating, artwork and fountains, and/or expanded pedestrian walkways. The development is encouraged to be creative with the public space immediately fronting the development.
2. Landscape and Pedestrian zone 2. Landscape and pedestrian zone 2 is intended to create an expanded pedestrian walkway area with grade level landscape. Planter boxes are prohibited. The development is encouraged to be creative with the public space immediately fronting the development.
3. Active uses on ground level. Activation of the ground level is required. The development must adequately provide active uses on the ground level. Activation methods include retail, restaurants, hotel lobbies, residential lobbies, public or private fitness centers or similar uses. 70% of the ground level facade must include clear glass unless waived by Town Commission.

4. Upper-level and rooftop decks/Coordination with abutting properties. Upper-level and rooftop decks are encouraged. Upper-level and rooftop decks should include indoor and outdoor commercial uses and be open to the public. Upper-level decks should be coordinated between abutting properties. Upper-level decks must connect when abutting or be connected with skywalks or other creative connections. The Town may require cross access easements to upper-level decks to implement the goals and visions of the Town.
5. Vehicle openings. Ground level openings for structured parking and back of house shall be the minimum width practicable. The ground level opening for structured parking and back of house should be shared to avoid conflicts with the active pedestrian areas.
6. Back of house/Loading/Refuse. The back of house for all buildings must be screened from view from the public right-of-way (SW 30th Avenue). The back of house should be screened by a wall or active ground floor use. Dumpster and loading areas shall not be seen from the public right-of-way.
7. Screening of structured parking. On the ground level, the structured parking (except for the opening) must be screened from the view from the public right-of-way (SW 30th Avenue). Screening of structured parking may include active uses, residential liner units and green walls.

Above the ground level, the structured parking shall be screened along the east and west facades. Screening of structured parking may include decorative screens, liner residential units and liner commercial;/office space.

For properties fronting Pembroke Road and Hallandale Beach Boulevard, structured parking shall be screened from all rights-of-way. Screening of structured parking may include decorative screens, liner residential units and liner commercial;/office space.

8. Bicycle parking. Ground level public bicycle parking shall be provided in a location agreed to by the development and the Town. Bicycle parking may be located in the landscape/on-street parking area opposite the development or within landscape and pedestrian zone 1 and zone 2 per exhibits G.1.a and G.1.b or within private property via an easement.

A development shall also provide bicycle parking or bicycle storage for customers, employees and/or residents. The amount of bicycle storage shall be agreed to by the Town and development prior to site plan approval.

ORDINANCE NO. 2023-002

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28, ENTITLED “ZONING;” CREATING DIVISION 5.8, TO BE ENTITLED “MXE - MIXED-USE ENTERTAINMENT DISTRICT;” PROVIDING REGULATIONS FOR THE MIXED-USE ENTERTAINMENT DISTRICT; PROVIDING FOR DEFINITIONS; PROVIDING FOR INTENT AND PURPOSE; PROVIDING FOR PERMITTED USES AND SPECIFIC USE REGULATIONS; PROVIDING FOR HEIGHT RESTRICTIONS; PROVIDING FOR FLOOR AREA REGULATIONS; PROVIDING FOR SETBACKS; PROVIDING FOR PARKING; PROVIDING FOR A GEOGRAPHIC AREA; PROVIDING FOR DEVELOPMENT STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Florida Constitution, grants municipalities the power to conduct municipal government, perform municipal functions, and render municipal services; and

WHEREAS, the Town Commission seeks to establish a mixed-use entertainment district in the Town; and

WHEREAS, the Town’s Planning and Zoning Board recommended approval of this ordinance at its January 5, 2023 meeting; and

WHEREAS, the general purpose and intent of this ordinance is to provide proper zoning regulations in the best interest of the health, safety, welfare, and aesthetics of the community and the proper administration of its government; and

WHEREAS, the specific purpose and intent of this ordinance is to create a mixed-use entertainment district to revitalize an underutilized corridor by providing commercial, restaurant, various entertainment, hotel, office, and residential uses; and

WHEREAS, the Town Commission has conducted a public hearing in accordance with the requirements of Florida law; and

WHEREAS, the Town Commission finds it to be in the best interests of the citizens and residents of the Town to establish a mixed-use entertainment district in the Town to provide for future development.

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

Section 1: That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto are incorporated herein and made a part hereof.

Section 2: Chapter 28 entitled “Zoning” of the Code of Ordinances of the Town of Pembroke Park, Florida is hereby amended, by creating a new division, Division 5.8 entitled “MXE Mixed-Use Entertainment District” to read as follows:

Chapter 28

ZONING

Article III. DISTRICT REGULATIONS

Division 5.8 – MXE MIXED-USE ENTERTAINMENT DISTRICT

Sec. 28-209 Intent

A. Purpose

The MXE mixed use entertainment district is designed to encourage the redevelopment of SW 30th Avenue into an active entertainment district with a mix of uses including commercial, restaurant, various entertainment, hotel, office and residential. The purpose of the district standards is to stimulate economic revitalization, create a pedestrian-friendly environment and promote mixed-use developments along the corridor.

B. Permitted Uses

1. The following uses are permitted in the MXE Mixed Use Entertainment District:

- a) Accommodation uses including hotel, condominium hotel, extended stay hotel.
 - b) Commercial Recreation uses including indoor and outdoor commercial recreation facilities which are open to the public or require membership.
 - c) Entertainment uses including theater, entertainment venue, convention center, hall-for-hire, aquarium, nightclub, bar, tavern, billiard room, museum, exhibition space.
 - d) Retail uses including antiques, clothing, convenience market, florist, gift, greeting cards, grocery, jewelry, leather goods, newsstand, notions, pharmacy, souvenir, sporting goods, stationery and books and sundry.
 - e) Restaurant uses including bakery, delicatessen and ice cream parlor.
 - f) Office uses including general office, medical office, banks and financial institutions.
 - g) Multi-family Residential uses as specified in Sec. 28-209.C Specific Use Regulations
2. Existing Uses

Existing non-conforming uses are permitted to remain pursuant to Article V.-Non-Conforming Uses of the Town Zoning Code.

C. Specific Use Regulations

1. All Residential units are subject to the following regulations:
- a. Allocation of Units. Allocation of flex/redevelopment units are granted by the Town Commission and are subject to the availability of Flex/Redevelopment Units.
 - b. Affordable Housing. A minimum of 15% of units allocated to a project must be affordable as defined by the Town and Broward County. A project is encouraged to propose affordable housing units consistent with Policies 2.16.3 and 2.16.4 of Broward County Land Use Plan. Affordable housing units must be deed restricted for a minimum period of 30 years. The recorded deed restriction shall be provided to the Town prior to the issuance of a building permit for the development

The Town Commission may approve a fee in lieu providing affordable housing. The Town Commission will establish the fee. The fee cannot be lower than the fee established in Policies 2.16.3 and 2.16.4. The town may apply to various Town affordable housing strategies including:

- i. Programs to facilitate the purchase or renting of new or existing affordable housing stock.
- ii. Programs to facilitate the maintenance of the existing supply of affordable housing.

- iii. Other programs or initiatives designed by the Town to address specific affordable housing market needs, including strategies to reduce the cost of housing production, promote affordable housing development, prevent displacement, and promote transit amongst low-income populations.
- c. Density. The permitted density in the MXE district is 50 dwelling units per net acre.
- d. Density Bonus Options. A development may request a density bonus based on the following criteria. A development cannot exceed a maximum of 100 units per acre including the density bonus.
 - i. 50 units/acre. Development which is designated LEED Silver, Gold or Platinum or the equivalent for Florida Green Building Coalition standard or other sustainable development equivalent approved by the Town Commission
 - ii. 25 units/acre. Provide public art using one of the following options:
 - i. A fee equal to 1% of the project's construction costs or \$200,000 whichever is less;
 - ii. A piece of artwork valued at 1% of the project's construction costs or a maximum of \$200,000, whichever is less. The artwork shall be accessible to the public. If the artwork is placed on public property, the public art shall be approval from the City Commission.
 - iii. 25 units/acre. Properties that provide upper-level pedestrian connection between abutting properties. The pedestrian connection shall be a minimum 10-foot-wide and must be ADA compatible.
 - iv. 25 units/acre. Structured Parking to accommodate 100% of the proposed parking.

D. Uses Not Permitted

The following uses are prohibited including:

Single family and duplex residential. Townhomes-unless integrated into a development as liner residential to screen structured parking.

Vehicle and marine oriented uses including sales, parts, repair. Service and gasoline stations.

Drive-thru facilities including, restaurant, pharmacy, bank, atm.

Places of worship.

Industrial uses including warehouse manufacturing and self-storage facilities

E. Height Restrictions

- 1. The maximum height of any structure shall be 150 feet.

2. A height bonus option may be granted by the Town Commission to a maximum height of 200 feet if the development provides one of the following options if the option was not used for a density bonus.
 - a. Structured Parking to accommodate 100% of the proposed parking.
 - b. 5% of the provided parking is reserved for electric vehicle charging stations.
 - c. Provide public art using one of the following options:
 - i. A fee equal to 1% of the project's construction costs or \$200,000 whichever is less;
 - ii. A piece of artwork valued at 1% of the project's construction costs or a maximum of \$200,000, whichever is less. The artwork shall be accessible to the public. If the artwork is placed on public property, the public art must be accepted and approved by the Town Commission.

All structure heights above 100 feet are subject to a determination of no hazard from the Federal Aviation Administration (FAA).

F. Size of Plot and Floor Area

There is no minimum lot size or floor area.

G. Setbacks

1. The setback for all street front and street side yards shall be in compliance with the SW 30th road profiles established in Exhibit G.1.a and Exhibit G.1.b. Additional right-of-way necessary to complete the SW 30th Avenue Road profile may be granted in the form of an easement.

Exhibit G.1.a SW 30th Road Profile abutting Interstate-95

SW 30TH AVE ABUTTING 1-95

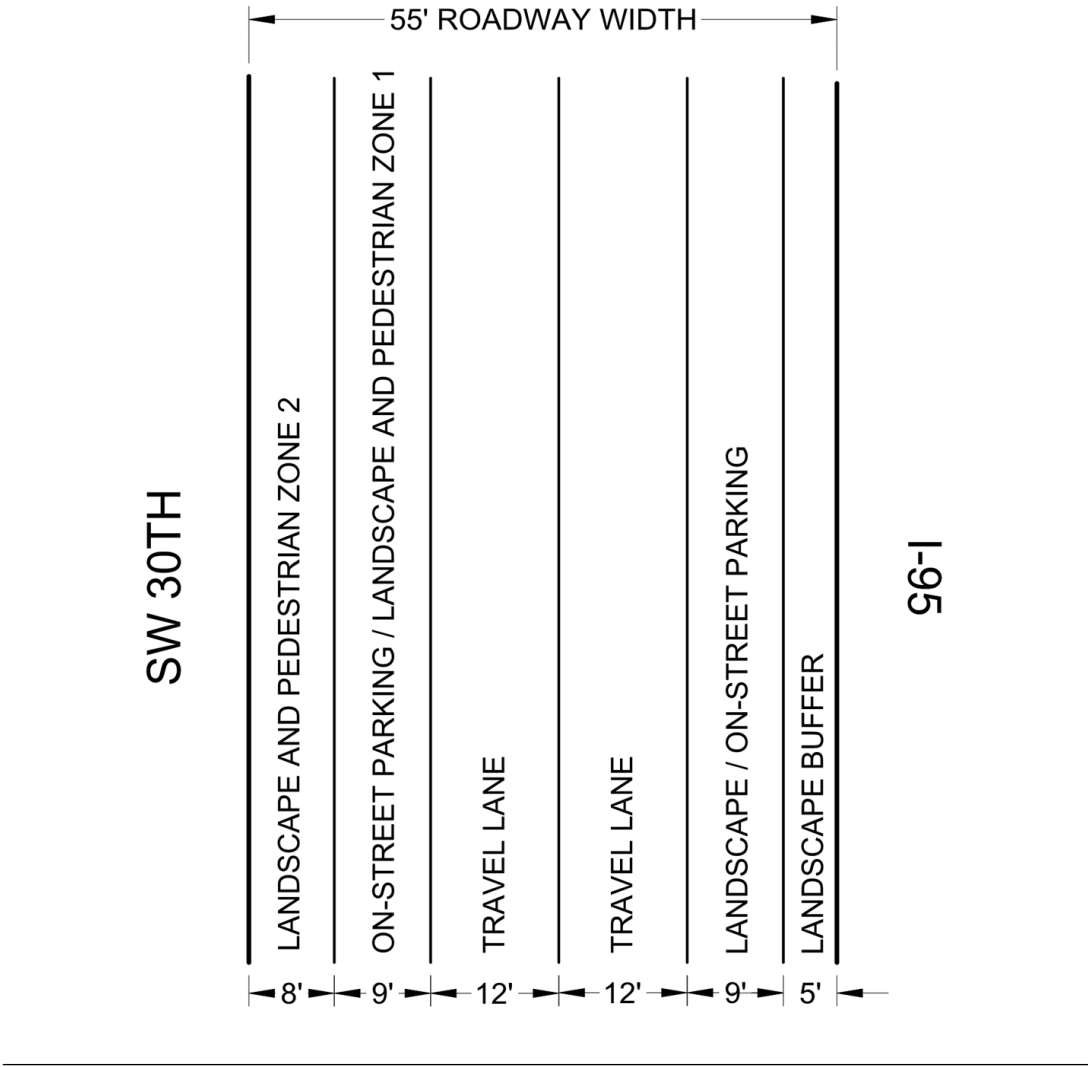
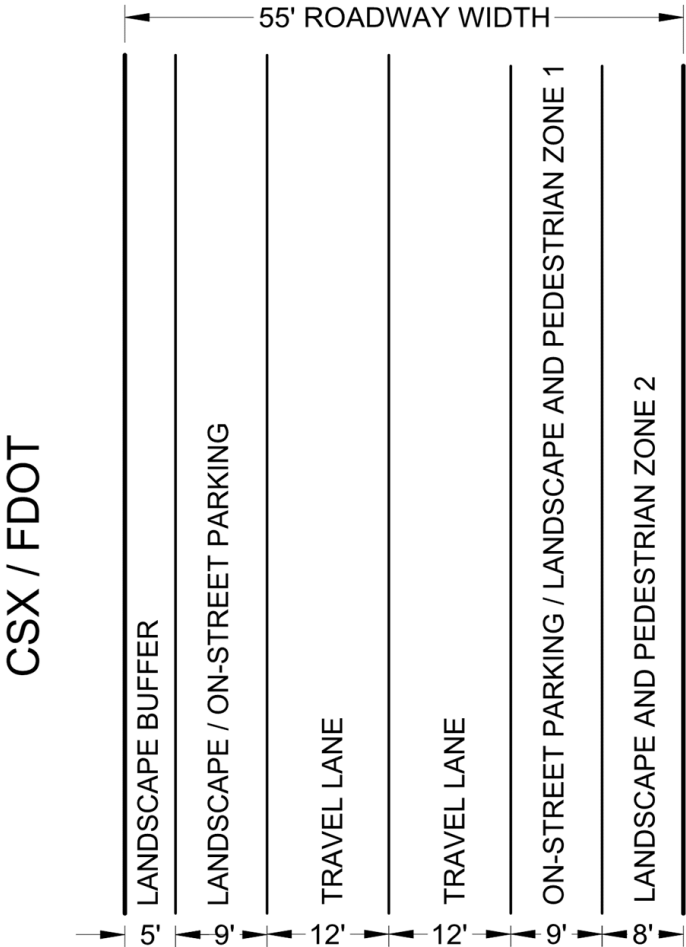


Exhibit G.1.b SW 30th Avenue Road Profile Not Abutting Interstate-95

SW 30TH AVE NOT ABUTTING 1-95



NOTE: WEST LANDSCAPE BUFFER & ON-STREET PARKING MAY BE LOCATED ON CSX/FDOT PROPERTY BY APPROVED EASEMENT

The Town Commission may modify the dimensions and requirements for Landscape/Pedestrian Zones 1 and 2 if determined to be in the best interest of the Town as part of the site plan approval process.

2. All remaining setbacks are zero.

H. Off-Street Parking

All developments are required to provide off-street parking in accordance with Sec. 28-301. A development is encouraged seek a parking reduction utilizing approved parking reduction and or demand study methods from Institute of Traffic Engineers (ITE), Urban Land Institute (ULI), American Planning Association (APA) or other organization accepted by the Town Commission.

I. On-Street Parking

On-street parking shall be provided pursuant to the roadway profile in Exhibits G.1.a and G.1.b. It will be the responsibility of the abutting property owner to provide the on-street parking. On-street parking shall be applied to off-street parking requirements for the development.

J. Building over Town Right-of-way

A property owner abutting SW 30th Avenue may enter into a lease agreement with the Town Commission to allow for the ability to develop on the air rights of SW 30th Avenue.

Setback requirements shall be waived for structure within the air rights of SW 30th Avenue.

Other than structural supports for the structure above SW 30th Avenue, the air rights of the first 30 feet from ground level shall remain open to allow for natural light, ventilation, landscape and the service of utilities.

K. Design Standards

The following design standards shall apply to all new developments in the MXE Mixed Use-Entertainment District.

1. Landscape and Pedestrian zone 1. Landscape and pedestrian zone 1 is intended to be flexible space to allow a mix of on-street parking, landscape, street furniture including seating, artwork and fountains, and/or expanded pedestrian walkways. The development is encouraged to be creative with the public space immediately fronting the development.
2. Landscape and Pedestrian zone 2. Landscape and pedestrian zone 2 is intended to create an expanded pedestrian walkway area with grade level landscape. Planter boxes are prohibited. The development is encouraged to be creative with the public space immediately fronting the development.
3. Active uses on ground level. Activation of the ground level is required. The development must adequately provide active uses on the ground level. Activation methods include

- retail, restaurants, hotel lobbies, residential lobbies, public or private fitness centers or similar uses. 70% of the ground level facade must include clear glass unless waived by Town Commission.
4. Upper-level and rooftop decks/Coordination with abutting properties. Upper-level and rooftop decks are encouraged. Upper-level and rooftop decks should include indoor and outdoor commercial uses and be open to the public. Upper-level decks should be coordinated between abutting properties. Upper-level decks must connect when abutting or be connected with skywalks or other creative connections. The Town may require cross access easements to upper-level decks to implement the goals and visions of the Town.
 5. Vehicle openings. Ground level openings for structured parking and back of house shall be the minimum width practicable. The ground level opening for structured parking and back of house should be shared to avoid conflicts with the active pedestrian areas.
 6. Back of house/Loading/Refuse. The back of house for all buildings must be screened from view from the public right-of-way (SW 30th Avenue). The back of house should be screened by a wall or active ground floor use. Dumpster and loading areas shall not be seen from the public right-of-way.
 7. Screening of structured parking. On the ground level, the structured parking (except for the opening) must be screened from the view from the public right-of-way (SW 30th Avenue). Screening of structured parking may include active uses, residential liner units and green walls.
Above the ground level, the structured parking shall be screened along the east and west facades. Screening of structured parking may include decorative screens, liner residential units and liner commercial;/office space.
For properties fronting Pembroke Road and Hallandale Beach Boulevard, structured parking shall be screened from all rights-of-way. Screening of structured parking may include decorative screens, liner residential units and liner commercial;/office space.
 8. Bicycle parking. Ground level public bicycle parking shall be provided in a location agreed to by the development and the Town. Bicycle parking may be located in the landscape/on-street parking area opposite the development or within landscape and pedestrian zone 1 and zone 2 per exhibits G.1.a and G.1.b or within private property via an easement.
A development shall also provide bicycle parking or bicycle storage for customers, employees and/or residents. The amount of bicycle storage shall be agreed to by the Town and development prior to site plan approval.

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: It is the intention of the Town Commission of the Town of Pembroke Park that the provisions in this ordinance shall become and be made a part of the Code of Ordinances of the town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered, and the word “ordinance” may be changed to “Section”, “Article” or such other word or phrase in order to accomplish such intention.

Section 5: If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance.

Section 6: This ordinance shall become effective immediately upon its passage and adoption.

**THE REMAINDER OF THIS PAGE HAS
BEEN INTENTIONALLY LEFT BLANK**

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

Jacob G. Horowitz
Interim Town Attorney

VOTE

GEOFFREY JACOBS _____

REYNOLD DIEUVEILLE _____

WILLIAM R. HODGKINS _____

CODE: ~~Strikethrough~~ indicates deletion. Underline indicates additions.

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



TO: Mayor and Town Commission

THRU: Miguel Nunez, Building Official

FROM: Mike Vonder Meulen, AICP, Consultant Town Planner

MEETING DATE: WORKSHOP January 25, 2023

SUBJECT: SW 30th Avenue (between Pembroke Road and Hallandale Beach Boulevard)
22-CP-03 Town only Land Use Plan Amendment (LUPA) from Industrial to Commercial
22-RZ-01 Text Amendment Mixed Use-Entertainment District (MXE)
22-RZ-04 Rezone from B-1 and M-1 to MXE

APPLICANT: Town of Pembroke Park

PROJECT BACKGROUND

The Town has received interest from property owners along SW 30th Avenue to redevelop their property in a manner that is not consistent with the current M-1 zoning district and Town's Industrial land use. In multiple meetings with Town staff, it was recommended to make a presentation to the Town Commission to discuss the potential to redevelop SW 30th into mixed use-entertainment district and receive direction from the Town Commission on moving forward. Town staff made presentations to the Town Commission at the September 28, 2022, Commission Workshop and at the October 15, 2022, Special Commission Meeting. Staff had also made a presentation to the Planning and Zoning Board on October 6, 2022. All presentations were received positively.

In order to create a mixed use-entertainment district for SW 30th Avenue, multiple applications are needed to be processed through the Town. The first application would be to change the land use from Industrial to Commercial. The industrial land use does not allow the uses for a mixed-use entertainment district. This Land Use Plan Amendment is a Town only application. Several years ago, Broward County collapsed many of their land uses (commercial, industrial and employment center) into one category called “commerce”. The county land use plan, which the Town is required to be consistent with, already allows the uses proposed in the mixed use-entertainment district.

The second application is to create the mixed use-entertainment district. The Town will be creating a new zoning district specifically for the redevelopment of SW 30th Avenue which will allow for a mix of uses with an emphasis on entertainment.

The third and final application is to rezone all of the properties along SW 30th Avenue to the new mixed use-entertainment district.

PROJECT ANALYSIS

SW 30th Avenue serves as the east face of the Town from Interstate-95 and the CSX railway which includes Tri-Rail commuter rail service. Many of the current buildings along SW 30th Avenue are reaching the end of their life cycle and are prime for redevelopment. SW 30th Avenue is strategically located near I-95 and CSX railway. The location straddles two large counties each having their own ports, airports, and urban centers. SW 30th Avenue quick and easy access to and from the interstate. The location appears ideal for providing lodging, entertainment and residential for people who like to take advantage of both major regions. Due to SW 30th Avenue being separated from the remainder of the Town by the railway, entertainment uses which occasionally can be noisy are separated by the railway from the quieter sections of the Town.

The LUPA application essentially changes the land use from industrial to commercial to allow for the mixed-use entertainment uses.

The text amendment creates the new mixed-use entertainment MXE zoning district. Highlights within new zoning district include:

- Specific permitted uses which allow for commercial, residential, entertainment and commercial recreation uses all with one area.
- Reduced setbacks to allow for intense development.
- Height allowance to 150 feet and a bonus height of an additional 50 feet if the development meets certain criteria.
- A requirement to provide a minimum of 15% of the units as affordable housing.
- A density allowance of 50 units per acre and a density bonus program to allow up to an additional 50 units per acre if the development meets certain criteria and subject to the allocation of the units by the Town Commission.
- A roadway exhibit which allows for pedestrian and landscape zones and on-street parking.
- The option to build over SW 30th Avenue. The lease agreement is subject to approval by the Town Commission.
- Design standards to ensure proper design which include activating the ground level of the development, screening the loading and dumpster area, screening of the structured parking from public rights-of-way, encouraging of upper-level and rooftop decks for additional pedestrian activity and bicycle parking.

The rezoning application will rezone all properties along SW 30th Avenue including the properties at the corners of Hallandale Beach Boulevard and Pembroke Road and SW 30th Avenue. One parcel is zoned B-1 while the remainder of the properties are zoned M-1. All will be rezoned to MXE.

RECOMMENDATION

The Town Planner recommends approval of all three applications. On January 5, 2023, the Planning and Zoning Board unanimously approved all three applications. Although this staff report covers three (3) separate applications, each application must be voted on separately.

ATTACHMENTS

Town LUPA Application

Mixed Use-Entertainment District Text

Town Rezoning Application & Legal Description



TOWN OF PEMBROKE PARK PLANNING & ZONING DIVISION

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

MASTER APPLICATION

Consideration of an application type by the Town or issuance of a permit by the Town does not in of itself in any way create a right to obtain a permit from a County, State or Federal Agency. Applicants must comply with all legal requirements and obtain all requisite approvals imposed by County, State and Federal Agencies and the Town bears no legal responsibility for Applicant's failure to do so.

Project Name		Application Type	
SW30th Ave Mixed Use Entertainment District		Zoning Amendment	
Owner		Parcel (ID Number)	
Town of Pembroke Park Initiated		Multiple Parcel Numbers - See Attached	
Address		Parcel Size (Acres)	
3150 SW 52nd Ave. Pembroke Park, FL 33023		16.6	
Scope of Work Description			
Rezone SW 30th Avenue (between Pembroke Road and Hallandale Beach Blvd.) from B-1 and M-1 to MXE District			
Code Information		Yes	No
Is this an after-the-fact request? (If yes, attach a copy of any related information)		☐	☒
Is this request the result of a Town code violation? (If yes, attach copy of violation notice)		☐	☒
Has this same or similar request been proposed previously on the property?		☐	☒
Agent			
Name: Michael Vonder Meulen, AICP			
Company/Firm: KEITH			
Address: 301 E Atlantic Blvd			
City/State/Zip: Pompano Beach FL 33060			
Phone: 954-788-3400		Email: MVonderMeulen@keithteam.com	
Signature:		Date: 12/08/2022	
This is to certify that I am the agent of this application for the subject property(s) and the statements contained herein are accurate to the best of my knowledge and I will be present at any required hearings to represent this application.			
Property Owner Certification			
This is to certify that I am the owner of the subject property(s) described in this application. By signing this application, I hereby authorize the above signatory to serve as agent for this project. The agent is authorized by me to agree to any and all binding conditions throughout the review of this application. I hereby agree to be bound by any and all conditions, or amendments required by this application.			
Printed Name of Property Owner: Town of Pembroke Park Initiated			
Signature of Property Owner:		Date: 1/18/19	
State of <u>FLORIDA</u> County of <u>BROWARD</u>			
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization.			
this <u>18</u> day of <u>JANUARY</u> , 202 <u>3</u> , by <u>Mike Vonder Meulen</u> (name of person making statement)			
☒ Personally known: OR ☐ Produced Identification, Type _____			
Notary Public Signature		My Commission Expires:	
TOWN USE ONLY			
Submittal Date:		Project Number: <u>22-RZ-04</u>	

Sec. 166.033(6), Florida Statutes: Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A municipality shall attach such a disclaimer to the issuance of development permits and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

Master_App_10-20-22

Rezoning Legal Description

That portion of Sections 21 and 28, Township 51 South, Range 42 East, lying westerly of I-95 (SR 9) as shown on Right of Way Map 8607-201, as recorded in Right of Way Map Book 3, Page 18, Broward County Records, lying southerly of the south line of Parcel A, Timely Property Inc Plat, as recorded in Plat Book 162, Page 27, Broward County Records, and lying southerly of the north line of Meekins Addition Number 1, as recorded in Plat Book 26, Page 5, Broward County Records.

ORDINANCE NO. 2023-003

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 28, ENTITLED “ZONING;” PROVIDING FOR THE REZONING OF THE APPROXIMATELY 16.56 ACRES OF REAL PROPERTY GENERALLY LOCATED ALONG S.W. 30TH AVENUE IN PEMBROKE PARK, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN, FROM THE PRESENT ZONING CLASSIFICATION OF B-1 (BUSINESS DISTRICT) AND M-1 (INDUSTRIAL DISTRICT) TO MXE (MIXED-USE ENTERTAINMENT DISTRICT); PROVIDING FOR AN AMENDMENT TO THE TOWN’S OFFICIAL ZONING MAP; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (the “Town”) seeks to rezone the approximately 16.56 acres of real property generally located along S.W. 30th Avenue, as more particularly described in Exhibit “A” (the “Property”) from B-1 (Business District) and M-1 (Industrial District) to MXE (Mixed Use Entertainment District) to provide for future development; and

WHEREAS, the Town’s professional staff and consultants have reviewed the proposed zoning request and confirmed that it meets minimum sufficiency requirements for consideration by the Town Commission; and

WHEREAS, the Town’s Local Planning Agency recommended approval of this proposed rezoning ordinance at its January 5, 2023 meeting; and

WHEREAS, the Town Commission has conducted a public hearing in accordance with the requirements of Florida law; and

WHEREAS, after said hearing, the Town Commission deems it to be in the best interests of the citizens and residents of the Town that the Property be rezoned from B-1 (Business

District) and M-1 (Industrial District) to MXE (Mixed Use Entertainment District).

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

Section 1: That each of the above stated recitals is hereby adopted and confirmed.
All exhibits attached hereto are incorporated herein and made a part hereof.

Section 2: That the approximately 16.56 acres of real property generally located along S.W. 30th Avenue, as more particularly described in Exhibit “A” is hereby rezoned from B-1 (Business District) and M-1 (Industrial District) to MXE (Mixed Use Entertainment District).

Section 3: The amendment set forth in Section 2 hereof shall be entered in the official zoning map of the Town of Pembroke Park by the Town’s professional staff, subsequent to the effective date of this Ordinance and satisfaction of any other necessary conditions.

Section 4: All sections or parts of the Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflicts.

Section 5: Should any section or provision of this Ordinance, or any portion thereof, of any paragraph, sentence or word, be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof, as a whole or a part thereof other than the part declared to be invalid.

Section 6: This Ordinance shall become effective upon adoption.

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**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

GEOFFREY JACOBS _____

REYNOLD DIEUVEILLE _____

WILLIAM R. HODGKINS _____

ORDINANCE NO. 2022-017

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING SECTION 28-279 "RESPONSIBILITY FOR CONNECTION TO TOWN SYSTEM" WITHIN CHAPTER 28 "ZONING" AND MOVING THE SECTION TO CHAPTER 26 "UTILITIES"; RESCINDING ORDINANCE NO. 2022-010; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Town staff has determined that Section 28-279 of Chapter 28 "Zoning" should be amended and moved to the Utilities chapter of the Code because the subsection pertains to utilities rather than zoning; and

WHEREAS, Ordinance 2022-017 shall replace Ordinance 2022-010 in whole and, therefore, Ordinance 2022-010 must be rescinded.

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it would promote the public health, safety, and general welfare of its citizenry to amend Section 28-279 of the Chapter 28 "Zoning" and move Section 28-279 to the Utilities section of the Code.

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

Section 1: Section 28-279 "Responsibility for Connection to the Town System" within Chapter 28. Section 28-279 "Responsibility for Connection to the Town System" within Chapter 28 "Zoning" is deleted in its entirety from Chapter 28 and moved to Chapter 26 "Utilities" as set forth below, as shown in ~~striketrough~~ and underline format.

* * *

DIVISION 2. - CONNECTION AND SERVICE CHARGES

* * *

Sec. 26-22. – Responsibility for Connection to the Town System.

(a) It shall be the responsibility of every owner, operator or manager of a mobile home park in the Town to ensure that every mobile home or recreational vehicle located in the mobile home park which such person owns, operates or manages, is connected to the Town wastewater collection system in accordance with the provisions of this article and to pay the cost and expense of making such connection.

(b) The Town shall be responsible for the maintenance of the wastewater collection system in each mobile home park up to the sanitation tee on each mobile home lot or recreational vehicle lot or site.

* * *

Section 2. Rescinding Ordinance 010-2022. Ordinance 2022-010 is hereby rescinded.

Section 3. Codification. It is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4. Severability. The provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Conflict. All Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 6. Effective Date. This Ordinance shall be enacted immediately upon its passage and adoption after Second Reading by the Town Commission.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

Clerk

GEOFFREY JACOBS
Mayor-Commissioner

Approved as to form and legal sufficiency

Melissa P. Anderson
Town Attorney

AGENDA ITEM REPORT



To:

Subject: Broward County Interlocal Agreement for Temporary Debris Management Sites

Meeting: 02 08 2023 REGULAR COMMISSION MEETING - Feb 08 2023

Department: Public Works

Staff Contact: Miguel Nunez, Building Official

BACKGROUND INFORMATION:

This is an interlocal agreement for the Town to utilize the County's temporary debris management site locations following a hurricane. In the past the park was used as the dumping site but we now have the food forest and walkway so that space is no longer available.

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[ILA-Temporary Debris Mgmt Sites & Other Related Svcs - rev 2022](#)
[Letter to Non-Participating cities 10-26-22](#)

This Interlocal Agreement for use of Temporary Debris Management Sites and Other Related Services ("Agreement") is made and entered into by and between Broward County, a political subdivision of the state of Florida, ("County") and _____ ("Government- Entity") (collectively, the "Parties").

RECITALS

A. County wants to help governmental entities within County with debris management in the aftermath of a natural or man-made disaster for debris generated in County during such disaster by offering the use of Temporary Debris Management Sites ("TDMSs") owned by County.

B. Government Entity wants to use the TDMS and other related services in the aftermath of a natural or man-made disaster.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Board. The Broward County Board of County Commissioners of Broward County, Florida.

1.2 County Contract Administrator. The Director of the Broward County Solid Waste and Recycling Services, or designee.

1.3 County Administrator. The administrative head of County appointed by the Board.

1.4 County Attorney. The chief legal counsel for County appointed by the Board.

1.5 Debris Management Center. The central command and control center for debris management coordination efforts between the County, municipalities, and other nonCounty agencies within the County.

1.6 Disaster Debris. Vegetative Debris, Hazardous Stump, and Other Debris, but not Unauthorized Debris.

1.7 Disaster Debris Monitor or DDM. The company or entity designated by the County Contract Administrator that will act as a County representative under this Agreement.

1.8 Government Entity Contract Administrator. _____.

1.9 Hazardous Stump. Eligible debris composed of a tree stump that is at least inches in diameter and documented as a hazardous stump on an incoming Load Ticket.

- 1.10 Load Tickets.** A five-part document, in a form approved by the County Contract Administrator, that tracks Disaster Debris from the original collection point to the TDMS.
- 1.11 Other Debris.** Eligible debris that is not exclusively Vegetative Debris, which may contain Vegetative Debris, construction and demolition debris, and other types of bulk debris, but not Unauthorized Debris.
- 1.12 Services.** Include, but are not limited to, site management; receipt of Disaster Debris; processing/reduction/segregation of Disaster Debris; loading of Disaster Debris for final disposal; hauling of Disaster Debris for final disposal; final disposal of Disaster Debris; site restoration; monitoring incoming, outgoing, and final disposal of Disaster Debris; and managing TDMS traffic control.
- 1.13 TDMS.** Temporary Debris Management Site designated by the County Contract Administrator.
- 1.14 Unauthorized Debris.** Any debris not accepted for off-loading, processing, and disposal at County's TDMSs. Unauthorized debris includes, but is not limited to, white goods; chemical, biological, radiological, and nuclear-contaminated debris; hazardous waste; vehicles; vessels; animal carcasses; garbage (household food waste), household hazardous waste; electronic waste; industrial waste; infectious waste; plastic bags (except for clear bags) and sand, soil, mud, and/or sediment.
- 1.15 Vegetative Debris.** Eligible debris comprised of whole trees, tree stumps smaller than 24 inches in diameter, tree branches, tree trunks, and other leafy material.

ARTICLE 2. SCOPE OF SERVICES

- 2.1 Subject to availability and in the County Contract Administrator's sole discretion, County shall provide Services to Government Entity as outlined herein.
- 2.1.1 County shall allow Government Entity employees or authorized contractors to bring to TDMS Disaster Debris (but under no circumstances Unauthorized Debris) collected from the Government Entity's jurisdictional boundaries.
- 2.1.2 DDM will be the sole site monitor of the TDMS operations to ensure that Load Tickets are processed and initialed at the time of receipt.
- 2.1.3 DDM shall ensure that each part of the Load Ticket is distributed to entities identified by the County Contract Administrator. County may, in the County Contract Administrator's sole discretion, use an electronic ticket system.
- 2.1.4 DDM shall provide periodic user reports to Government Entity.
- 2.2 All Services offered to the Government Entity by the County shall be at sites that have been previously approved or are currently in the approval process by all applicable regulatory agencies.
- 2.3 The County Contract Administrator may, in his or her sole discretion, withdraw all or any part of Services by providing Government Entity with at least fourteen (14) days' written notice. In addition, the County Contract Administrator may, in his or her sole discretion,

determine the manner in which any Services are provided to Government Entity, including but not limited to, the selection of TDMS locations, and the hours of operation for TDMS locations.

2.4 The Government Entity shall reimburse County for all costs and Services provided. County will not be liable for its failure or refusal to render or provide Services under this Agreement.

2.5 Government Entity shall comply with the following provisions.

2.5.1 Government Entity shall ensure all trucks are premeasured and that placards are affixed to trucks noting prime contractor and truck capacity (in cubic yards). County may, in the sole discretion of the County Contract Administrator, verify cubic yardage capacity for any reason.

2.5.2 Government Entity shall provide truck certification sheets for any vehicle bringing debris to a TDMS.

2.5.3 Government Entity shall order a sufficient supply of Load Tickets, and ensure that Government Entity's and Government Entity's contractors' trucks arrive with the Load Tickets initialed in the field (pick-up location) by the Government Entity field monitor, or follow other load recordation processes approved in writing by the County Contract Administrator.

If Government Entity fails to comply with any of the following provisions, the County Contract Administrator, in his or her sole discretion, may refuse to provide any or all Services to Government Entity.

2.6 If the Agreement is executed by the Parties on or before April 30, 2018, County shall make Services available to Government Entity starting on June 1, 2018. For each calendar year thereafter, if the Parties execute the Agreement on or before March 31st, County shall make Services available to Government Entity starting on June 1st of the applicable calendar year. If the Agreement is executed by the Parties between March 31st and December 31st of any calendar year after 2018, the County shall make Services available to Government Entity starting on June 1st of the following calendar year, and each calendar year thereafter during this Agreement.

2.7 The County Contract Administrator and the Government Entity Contract Administrator shall coordinate and communicate with each other and manage and supervise execution and completion of the Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the County Contract Administrator on behalf of the County or the Government Entity Contract Administrator on behalf of the Government Entity.

ARTICLE 3. COMPENSATION

3.1 County shall invoice Government Entity for the proportionate share of the cost for Services and for the proportionate share of the cost for associated Debris Management

Center staff time. County shall calculate a proportionate share of costs based on the volume of debris delivered by or on behalf of the Government Entity to the TDMS.

3.2 Government Entity shall pay County its full costs for Services and for its proportionate share of associated Debris Management Center staff time on or before the thirtieth day after receipt of invoice from the County.

3.3 County Contract Administrator may assign work to any one or more of multiple contractors for disaster debris management services, each with its own compensation structure based on a separate agreement between County and the particular disaster debris management service contractor. Government Entity shall pay County the costs of whichever contractor County has assigned work to, at County Contract Administrator's sole discretion. County shall assess costs based on the Governmental Entity's proportional use of the TDMS and/or the Services.

3.4 Government Entity must pay County for all costs under this Agreement regardless of whether such costs are deemed reimbursable by state or federal agencies.

3.5 Government Entity shall deliver the payment to County at

Broward County Solid Waste and Recycling Services
1 North University Drive, Suite 400
Plantation, Florida 33324

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 The term of this Agreement shall start on the date it is fully executed by the Parties and shall end on November 30, 2022 ("Initial Term"), unless sooner terminated as provided herein. Thereafter, the Parties may, upon mutual written consent of the County Contract Administrator and the Government Entity, renew the Agreement with the same conditions for two additional five-year terms.

4.2 This Agreement may be unilaterally terminated by either party, with or without cause, provided that at least fourteen (14) days' written notice of such termination is given to the other party pursuant to Article 8.5 of this Agreement.

ARTICLE 5. GOVERNMENTAL IMMUNITY

Government Entity and County are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6. INSURANCE

Government Entity and County are governmental entities subject to the limitations of Section 768.28, Florida Statutes. Government Entity and County shall institute and

maintain a fiscally sound and prudent risk management program with regard to its respective obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

ARTICLE 7. EEO COMPLIANCE

7.1 No party to this Agreement may discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. The Parties shall include the foregoing or similar language in their contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure by either party to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the other party deems appropriate.

7.2 The Parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the Parties shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

7.3 By execution of this Agreement, each party represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). Each party hereby materially relies on such representation by the other party in entering into this Agreement. An untrue representation of the foregoing shall entitle the aggrieved party to terminate this Agreement and such other remedy as the aggrieved party deems appropriate.

ARTICLE 8. MISCELLANEOUS

8.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the party that created same and will be available to the other party for inspection or use at no cost; provided that nothing herein shall prevent or restrict the owner of the documents from lawfully destroying or lawfully disposing of any such documents.

8.2 Audit Rights and Retention of Records. Each party shall have the right to audit the books, records, and accounts of the other party that are related to this Agreement. Government Entity and County shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder.

The Parties shall preserve and, upon request, make available, at reasonable times for examination and audit by the other party, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not

applicable, for a minimum period of three (3) years after the document or record came into existence. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

8.3 Independent Contractor. Government Entity and County are independent contractors under this Agreement. Services provided by Government Entity pursuant to this Agreement shall be subject to the supervision of Government Entity and Services provided by County, pursuant to this Agreement, shall be subject to the supervision of County. In providing such Services, Government Entity, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County, and County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of Government Entity. This Agreement shall not constitute or make the Parties a partnership or joint venture.

8.4 Third Party Beneficiaries. Neither Government Entity nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.5 Notices. All notices to be given hereunder shall be in writing, and may be given by United States Mail, postage prepaid, return receipt requested, by commercial express carrier with acknowledgement of delivery, or by hand delivery, addressed to the party to be notified at the last place specified with a simultaneous copy sent via electronic mail. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR COUNTY:

County Administrator
Governmental Center, Suite 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: mcepero@broward.org

With a copy to:

Interim Director, Solid Waste and Recycling Services
One North University Drive, Suite 400
Plantation, Florida 33324
Email: naustin@broward.org

FOR GOVERNMENT ENTITY:

8.6 Assignment. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party.

8.7 Conflicts. Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

8.8 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Either Government Entity's or County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.9 Compliance with Laws. Government Entity and County shall each comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.10 Severability. If any part of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of the Agreement shall remain in full force and effect.

8.11 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

8.12 Law. Jurisdiction. Venue. Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, GOVERNMENT ENTITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

8.13 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with

the same or similar formality as this Agreement and executed by the County and Government Entity.

8.14 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding the subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.15 Payable Interest

8.15.1 Payment of Interest. County shall not be liable to pay any interest to Government Entity for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Government Entity waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement. This subsection shall not apply to any claim for interest, including for postjudgment interest, if such application would be contrary to applicable law.

8.15.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the fullest extent permissible under applicable law, .025% (one quarter of one percent) simple interest (uncompounded).

8.16 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

8.17 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.18 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 20th day of March 2018, and the _____, signing by and through its authorized signatory, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20__

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

By _____
Matthew Haber (Date)
Assistant County Attorney

By _____
Nathaniel Klitsberg (Date)
Senior Assistant County Attorney

TDMS ILA Signature page updated 08-22-2022

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
FOR USE OF BROWARD COUNTY TEMPORARY DEBRIS
MANAGEMENT SITES AND RELATED SERVICES

ATTEST:

City Clerk or Authority

By: _____
Mayor

Dated: ____ day of _____, 20 ____

APPROVED AS TO LEGAL FORM:

Government Entity Attorney

Dated: _____

Alternate ILA for TDMS Services Form 10-20-2022



KEVIN B. KELLEHER, Assistant County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7320 • FAX 954-357-7360

October 26, 2022

TO: Broward County Municipal Managers (Non-Participating Cities)

RE: Interlocal Agreement for Temporary Debris Management Sites and Other Related Services

Dear Municipal Managers (Non-Participating Cities):

On March 20, 2018, the Board of County Commissioners (Board) approved the attached shell Interlocal Agreement (ILA), which enables municipalities to utilize the County's Temporary Debris Management Site locations following disastrous events.

On September 8, 2022, the Board approved the extension of this ILA which provides for an additional five-year term. Participation under this agreement would be exercising the first of two five-year renewal terms. Upon written consent, the ILA can be extended for the second, additional five-year term.

If you would like to participate, please complete and execute page 10 of the attached agreement and return to Notosha Austin at naustin@broward.org no later than March 31, 2023.

In order to allow for proper planning for the 2023 hurricane season, municipalities must execute the ILA by March 31, 2023. The ILA will become effective upon execution with services commencing June 1, 2023 and will terminate on November 30, 2027.

If you have any questions, please do not hesitate to contact Notosha Austin at (954) 474-1880 or myself.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Kelleher".

Kevin Kelleher
Assistant County Administrator

Attachment

cc: Monica Cepero, County Administrator
Kimm Campbell, Deputy County Administrator
Trevor Fisher, Director, Public Works Department
Notosha Austin, Assistant Director, Solid Waste and Recycling Services

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Jared E. Moskowitz • Nan H. Rich • Tim Ryan • Michael Udine
www.broward.org

AGENDA ITEM REPORT



To:

Subject: Police Academy Sponsorship

Meeting: 02 08 2023 REGULAR COMMISSION MEETING - Feb 08 2023

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

obtaining quality candidates within Broward County is extremely difficult. Pembroke Park needs to be competitive and that includes paying for training at the academy.

FINANCIAL IMPACT:

\$10,000

RECOMMENDATION:

Staff recommends approving two slots for attendance at the Broward County Training Academy for 2023.

ATTACHMENTS:

[Academy Announcement](#)

**350th Police Academy
Florida Basic Recruit Training Program**

Deadline for Completed Registration Forms: **March 28, 2023**
Orientation: **April 18, 2023 @ 7:00am**
Program Dates: **April 26, 2023 - September 29, 2023**
Graduation: **September 27, 2023 at Bailey Hall, Central Campus**
State Officer Certification Examination (SOCE): **September 29, 2023**

****Agencies outside of Region XIII will be placed on a waiting list and will be notified of acceptance. Priority admission will be given to personnel in Region XIII****

**Academy Hours: 7:45AM - 5:00PM
Monday - Friday
(Schedule Subject to Change)**

Course Description

The Broward College Police Academy meets all basic training requirements of the Florida Department of Law Enforcement, Criminal Justice Standards and Training Commission. Upon successful completion, students will be eligible to take the Criminal Justice Standards and Training Commission State Officer Certification Exam (SOCE).

Students must pass the Florida State Officer Certification examination to qualify for Florida State Law Enforcement certification, as prescribed in Chapter 943.17(1), F.S.

Eligibility

Personnel that meet the Criminal Justice Standards and Training Qualifications established under Florida Statute, 943.13

Institute of Public Safety Mandatory Requirements

BAT for Law Enforcement (Valid for four {4} years...Review FS 943.14 for changes effective 7/22/2022 related to exemptions)

Swim Test (Valid Indefinitely)

Florida Driver's License (clear/enlarged *scanned* copy)

Criminal History Check

Fingerprint Response Notification (Date of Employment if already employed by hiring agency)

Medical Form (CJSTC-75 form **ONLY**...valid for one {1} year from the date of physician's signature)

Motor Skills Test (Valid for six {6} months and must **not** expire prior to the first day of the academy program)

Certified/Sealed High School and College Transcripts (see attached document for instructions)

350th Police Academy

Region XIII Agencies will be given "Priority Registration"

Agencies outside of Region XIII will be placed on a 'Waiting List' and will be notified if accepted. Incomplete or incorrect forms will be sent back and may cause loss of academy placement. The class size is limited & recruits are accepted in order of receipt of notification from the employing Agency.

Tuition

The tuition per cadet is **\$4,875.00**

(Includes \$100.00 State Exam Fee and The Florida Criminal Justice Sourcebook by Lexis Nexis).

Cashier's Check or Credit Card are acceptable forms of payment and payable to: Broward College/Institute of Public Safety.

Payments made via Credit Card

The Credit Card Authorization Form (attached) is to be completed and faxed @ 954-201-6346.

Payments made via Checks

Please send checks to Broward College, 6400 NW 6th Way, Fort Lauderdale, Florida 33309.

All approved Agencies will be invoiced the first week of the Academy.

Mandatory Orientation

It is mandatory that all applicants attend the Orientation scheduled for approximately 8 hours.

Orientation will be held at the Central Campus, Institute of Public Safety, Building, 21, 3501 SW Davie Road, Davie, Florida 33314. **Professional Business Attire is Mandatory:**

Men: Suit, tie, and appropriate business shoes

Women: Suit (skirt or slacks) no heels and/or open-toe shoes

For Additional Information, Call or Email:

Lynn Zipoli, Executive Assistant	(954) 201-6792 - lzipoli@broward.edu
Johntae Lowe, Executive Assistant	(954) 201-4971 - jlowe@broward.edu
Robert Voss, Associate Dean	(954) 201-6396 - rvoss@broward.edu
Artimus Trammell, Career & Technical Education	(954) 201-6919 - atrammel@broward.edu

Testing Center Contacts:

Jeff Whitehurst, Manager	(954) 201-6429 - jwhitehu@broward.edu
Janelle Sewell, Testing Specialist	(954) 201-6931 - jsewell@broward.edu
Denise Warrick, Testing Specialist	(954) 201-6165 - dwarrick@broward.edu

The Testing Center is in Building 22, Room 108,
Central Campus 3501 SW Davie Road, Davie, FL. 33314

Website: www.broward.edu/ips



Broward College/Central
Institute of Public Safety
3501 Dave Road Davie,
Florida 33314

350 Police Academy

DEADLINE FOR COMPLETED REGISTRATION FORMS

March 28, 2023

Orientation : **April 18, 2023**

Program Dates: **April 26, 2023 - September 29, 2023**

Last Name: First Name: MI:

Last (5) digits SSN: Sex: Race: DOB:

FL Driver's License #: Date Issued: Expires:

Home Address:

City: State: Zip Code:

Cell Phone: Emergency Contact #:

Email:

Institute of Public Safety Requirements (Please check box next to completed requirements and input date completed)

CJBAT Test completed on

CJBAT Exemption (complete attached document if claiming exemption)

Motor Skills Test completed on (valid for six {6} months)

Swim Test completed on (valid indefinitely)

FDLE-75 form submitted on (Valid for one {1} year from physician's signature)

Clear, enlarged, and **scanned** copy of valid Florida Driver's License submitted on

High School/College transcripts (see page 4 for instructions)

The below signature must be an authorized agency administrator who attests to the eligibility of attendees and ensures payment of any fees, as indicated on the individual course announcement.

Agency:

Address:

Administrator (Printed Name)

Administrators Signature

Date

Email:

Phone:

To: All Agencies

From: Robert Voss – Associate Dean

Subject: SEALED TRANSCRIPT(S) REQUIREMENT

All students are required to provide an Official High School Transcript(s) in either of the following formats:

- Sealed & Certified hard copies; or
- Electronic/digital copies directly to Broward College.

If the student has attended any Post-Secondary Institution outside of Broward College, the transcript(s) are required to be submitted directly to Broward College in either of the following formats:

- Sealed & Certified hard copies; or
- Electronic/digital copies directly to Broward College.

Two options to submit transcripts:

1. Send electronically secured PDF transcripts sent directly from the institution to **Broward College's School Code: 001500**
2. For schools that do not transmit electronically, mail an official and complete paper transcript(s) to:

**Broward College Registrar's Office
4205 Bonaventure Blvd.
Weston, FL 33332**

*(Please do not send with signature verification, since there is no one **physically** there. We have staff picking up mail twice a week).*

Our Academic Advisor, Artimus Trammell, will contact the students via phone/email to complete the registration process.

**CTE Advisor, Artimus Trammell (954)-201-6919,
email: atrammel@broward.edu**

**Cashier's Office
Credit Card Authorization Form**

**All fields must be completed, and forms will only be accepted at the Bursar's
office by fax: **954-201-6346****

This form may only be used in circumstances expressly approved in writing by the College Bursar.

Cardholder Name:

Card Type: Visa Mastercard Discover American Express

Card Number:

NOTE: Card Identification Data must be recorded in the section below the dotted line on the bottom of the form or the transaction cannot be processed.

Expiration Date:

Billing Address:

Billing Zip Code:

Telephone Number:

Student or Company Name (Name payment receipt will be processed under):

Student's Identification Number (or tax Identifications Number):

Authorized Charge Amount:

The above information is authorized for course and/or fee payment to Borward College.

Today's Date:

Cardholder's Signature:

The following information **MUST** be provided for non-present card transactions

- Visa CVV2 (3-digit code located on back of card in signature panel)
- MasterCard CVC2 (3 digit code located on back of card in signature panel)
- AMEX CID (4-digit code located on front of card)
- Discover CID (4-digit code located on back of care in signature panel)

Basic Skills Examination and Assessment (CJBAT) Exemption

Applicant's Name:

Applicant's Social Security Number:

Date:

FSS 943.17(1)(g) states that "...a person is not required to take the basic skills examination and assessment instrument before entering a law enforcement officer basic training program if he or she is a veteran as defined in s. 1.01(14) or holds an associate degree or higher from an accredited college or university."

- *s.1.01(14)-The term "veteran" means a person who served in the active military, naval, or air service and who was discharged or released under honorable conditions only or who later received an upgraded discharge under honorable conditions, notwithstanding any action by the United States Department of Veterans Affairs on individuals discharged or released with other than honorable discharges.*

Check the appropriate exemption classification:

By signing below, I hereby attest that the applicant meets the requirements outlined in FSS 943.17 and possesses at a minimum a conferred associate degree from an accredited college or university. ***Please include a copy of the degree and transcripts as outlined below.***

OR

By signing below, I hereby attest that the applicant meets the requirements outlined in FSS 943.17 and has received an honorable discharge as a veteran from the United States Armed Services. ***Please include a DD214 or other military documentation indicating an honorable discharge from the armed services.***

Printed Name of Agency Administration or Designee

Signature of Agency Administration or Designee

Requirements for Veteran Status Exemption

- A DD214 for or other military documentation indicating an honorable discharge from the armed services.
- Please note that the discharge must be honorable, no other classification will satisfy the requirement.
- A single honorable discharge from a branch of the military will satisfy this requirement, even if the candidate has a discharge from another branch of service that is not honorable.

Requirements for Education Exemption

- Copy of the degree.
- Transcripts indicating the degree was conferred.
- Please note that the candidate must have received the degree and not just completed the number of hours required for the degree.

BASIC RECRUIT FINGERPRINT RESPONSE NOTIFICATION
FOR SPONSORED OR EMPLOYED INDIVIDUALS {Single Applicant}

Date:

Applicant's Name:

Applicant's Social Security Number:

Check the Applicable Statement Below That Applies to Applicant:

The fingerprints of the above-named applicant were submitted on (date) as required by Florida Statute 943.14(7). We will notify you of the results prior to completion of the program. We have received and reviewed a summary of the criminal history check based on fingerprints and certify that the applicant ***does not*** have a criminal record and is qualified to enroll in the basic recruit training program pursuant to Florida Statute 943.13.

Please ***do not*** submit criminal information if the applicant ***does not*** have a criminal record.

OR

The fingerprints of the above-named applicant were submitted on (date) as required by Florida Statute 943.14(7). We will notify you of the results prior to completion of the program. We received a summary of the criminal history check based on fingerprints and certify that the applicant ***does*** have a criminal record, however is qualified to enroll in the basic recruit training program pursuant to Florida Statute 943.13. *A summary of the criminal history should include arrest and disposition information. Please attach additional pages if necessary.*

(7) Each criminal justice training school that offers law enforcement, correctional, or correctional probation officer basic recruit training, or selection center that provides applicant screening for criminal justice training schools, shall conduct a criminal history background check of an applicant prior to entrance into the basic recruit class. A complete set of fingerprints must be taken by an authorized criminal justice agency or by an employee of the criminal justice training school or selection center who is trained to take fingerprints. If the employing agency has previously taken a set of fingerprints from the applicant and has obtained a criminal history check of the applicant using the fingerprints, the requirements of this subsection shall be met when the employing agency submits to the criminal justice training school or selection center a letter stating the date on which the agency took the fingerprints of the applicant, a summary of the criminal history check based on the fingerprints, and a certification that the applicant is qualified to enroll in the basic recruit training program pursuant to s.943.13. If the criminal justice training school or selection center takes the fingerprints, it shall submit the fingerprints to the Florida Department of Law Enforcement for a statewide criminal history check, and forward the fingerprints to the Federal Bureau of Investigation for a national criminal history check. Applicants found through fingerprint processing to have pled guilty to or been convicted of a crime which would render the applicant unable to meet the minimum qualifications for employment as an officer as specified ins. 943.13(4) shall be removed from the pool of qualified candidates by the criminal justice training school or selection center.

(B)(a) If a criminal justice training school or person violates this section, or any rule adopted pursuant hereto, the Department of Legal Affairs, at the request of the chair of the commission, shall apply to the circuit court in the county in which the violation or violations occurred for injunctive relief prohibiting the criminal justice training school or person from operating contrary to this section.

(b)1. In addition to any injunctive relief available under paragraph (a), the commission may impose a civil fine upon any criminal justice training school or person who violates subsection (1) or subsection (5), or any rule adopted pursuant thereto, of up to \$10,000 for each violation, which fine shall be paid into the Criminal Justice Standards and Training Trust Fund. The commission may impose a civil fine upon any criminal justice training school or person who violates subsection (2), subsection (3), or subsection (4), or any rule adopted pursuant thereto, of up to \$1,000 for each violation, which fine shall be paid into the Criminal Justice Standards and Training Trust Fund.

Signature of Agency Administrator or Designee

Printed Name of Agency Administrator or Designee

AGENDA ITEM REPORT

**To:****Subject:** New employee's reimbursement contract**Meeting:** 02 08 2023 REGULAR COMMISSION MEETING - Feb 08 2023**Department:** Police Department**Staff Contact:** David Howard, Interim Chief of Police**BACKGROUND INFORMATION:**

Police must issue equipment to new hires and some of that equipment is specific to that officer. Likewise, in order to obtain the best candidates we would like to sponsor to the academy. In any event if the candidate is not successful they will have to reimburse the town for cost incurred.

FINANCIAL IMPACT:

varied

RECOMMENDATION:

Staff recommends implementing a reimbursement program for costs of training and non-raiseable equipment.

ATTACHMENTS:

[Policy - Reimbursement of Academy and Equipment Costs \(00551600xC4B6A\)](#)

Roy Brown, Finance & Budget Director	Status: Approved - Jan 31 2023
Town Attorney, Town Attorney	Pending
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

[TOWN OF PEMBROKE PARK LETTERHEAD]

Police Department Policy
Certification, Training, and Education Stipend and Reimbursement

Employees and new hires may be eligible for funds provided by the Town for certification, education, and training purposes. The amounts provided by the Town to eligible employees are considered an investment in employee skills, succession planning, and public service. Accordingly, if an employee receives funding from the Town to complete certification, training, or education, the employee is required to remain employed with the Town in a full-time capacity for a continuous two-year (24 month) period following graduation from the program.

Employees who are hired to work at the police department and who are already certified officers, agree to work at the Town for a minimum of twelve (12) full months following completion of initial training. Employees who do not meet this requirement must reimburse the Town for the cost of uniforms, vests, and other equipment which the Town is unable to re-use. The determination of whether or not the equipment is able to be re-used is in the sole and exclusive discretion of the Town. Employees must sign an agreement acknowledging their obligation to reimburse the Town pursuant to this policy.

An eligible employee who receives reimbursement to attend a basic recruit training program for law enforcement officers is required to comply with the employment and repayment terms provided in Section 943.16, Florida Statutes. A trainee who attends an approved training program at the expense of the Town must remain in the employment of the Town of Pembroke Park Police Department for a period of not less than two (2) years after graduation from the basic recruit training program. If employment or appointment is terminated on the trainee's own initiative within two (2) years, the employee must reimburse the Town for the full cost of the employee's tuition and other course expenses.

As of January 2023, Section 943.16, Florida Statutes states:

- (1) An employing agency is authorized to pay any costs of tuition of a trainee in attendance at an approved basic recruit training program.
- (2) A trainee who attends such approved training program at the expense of an employing agency must remain in the employment or appointment of such employing agency for a period of not less than 2 years after graduation from the basic recruit training program. If employment or appointment is terminated on the trainee's own initiative within 2 years, he or she shall reimburse the employing agency for the full cost of his or her tuition and other course expenses.
- (3) An employing agency is authorized to pay the required fee for an applicant to take the officer certification examination on one occasion.

{00551600.1 3399-0000019 }

- (4) An employing agency may institute a civil action to collect such cost of tuition and other course expenses as provided in this section if it is not reimbursed, provided that the employing agency gave written notification to the trainee of the 2-year employment commitment during the employment screening process. The trainee shall return signed acknowledgment of receipt of such notification.
- (5) For purposes of this section, the term "other course expenses" includes the cost of meals.
- (6) This section does not apply to trainees who terminate employment with the employing agency and resign their certification upon termination in order to obtain employment for which certification under this chapter is not required. Further, this section does not apply to trainees attending auxiliary officer training.
- (7) Notwithstanding the provisions of this section, an employing agency may waive a trainee's requirement of reimbursement in part or in full when the trainee terminates employment due to hardship or extenuating circumstances.

Through providing trainees with a copy of this policy, the Town provides notice to such trainees during the employment screening process and retains a copy of the trainee's acknowledgment of this policy in the trainee's personnel file.

The Town may retain and deduct the amount owed pursuant to this Policy (in whole or in part) from any monies due to the employee prior to or following the employee's separation from employment, subject to the applicable restrictions imposed by the Fair Labor Standards Act. The employee will submit a signed, notarized promissory note guaranteeing full repayment for all education expenses if the terms of this policy are not fulfilled by the employee, which will include an express lien on all wages or other payments due the employee in accordance with applicable laws.

The agreements referenced in this policy are attached as Exhibits A and B.

Employee Acknowledgment of Receipt of Policy

PRINT

SIGN

DATE

EXHIBIT A

[TOWN OF PEMBROKE PARK LETTERHEAD]

Certification, Training, and Education Stipend and Reimbursement **EMPLOYEE/TRAINEE AGREEMENT**

All new employees and trainees who attend the basic recruit training program at the expense of the Town must remain in employment or appointment with the Town for a period of not less than two (2) years after graduation from the basic recruit training program, pursuant to Section 943.16, Florida Statutes, as may be amended from time to time.

If employment ends due to employee's/trainee's own initiative within two (2) years after graduation from the basic recruit training program, the employee must reimburse the Town for the cost of participation in the training program. Further, the employee must reimburse the Town for the following expenses associated with the employee's training program:

1. The following specific itemized costs:
 - a. Academy Tuition - \$4,875.00
 - b. Other Training Costs - \$2,000 (itemize/specify the costs here)
2. All costs for uniforms, vests, and equipment which cannot be re-used by other employees (the determination of whether or not the items may be re-used is in the sole and exclusive discretion of the Town).
3. All costs associated with orientation and entering of field training;
4. All costs associated with instructions in the field of police science and education;
5. All costs associated with completion of field training program.

Only costs incurred by the Town of Pembroke Park will be required to be reimbursed pursuant to §943.16, Florida Statutes. This Agreement does not constitute a waiver or otherwise prohibit the Town from instituting civil action under section 943.16 to recover tuition and other costs that the employee/trainee failed to repay to the Town.

TRAINEE/EMPLOYEE ACKNOWLEDGMENT AND AGREEMENT TO REIMBURSE

I have read and understand the above listed costs and potential costs for my training and agree to reimburse the Town for any and all such costs, along with the cost of any equipment issued that is unable to be reused, in the event that I voluntarily separate from employment with the Town within two (2) years after graduation from the basic recruit training program.

SIGNED: _____ PRINTED NAME: _____

STATE OF FLORIDA:
COUNTY _____:

THE FOREGOING INSTRUMENT was acknowledged before me by means of ____ physical

presence or ____ online notarization, this ____ day of _____, 2023, who is personally known to
me or who has produced _____ as identification

Signature of Notary Public
State of Florida

Print, Type, or Stamp Commissioned
Name of Notary Public

EXHIBIT B

[TOWN OF PEMBROKE PARK LETTERHEAD]

Certification, Training, and Education Stipend and Reimbursement

CERTIFIED OFFICER AGREEMENT

All new employees who are already certified police officers agree to remain in employment with the Town for a period of not less than twelve (12) months following completion of initial training. If employment ends due to employee's own initiative within twelve (12) months after completion of initial training, the employee hereby agrees to reimburse the Town for the following expenses:

1. (Itemize the known costs here) \$3,000.00
2. All costs for uniforms, vests, and equipment which cannot be re-used by other employees (the determination of whether or not the items may be re-used is in the sole and exclusive discretion of the Town).
3. All costs associated with orientation and entering of field training;
4. All costs associated with instructions in the field of police science and education;
5. All costs associated with completion of field training program.

Only costs incurred by the Town of Pembroke Park will be required to be reimbursed. This Agreement does not constitute a waiver or otherwise prohibit the Town from instituting civil action to recover costs that the employee failed to repay to the Town.

EMPLOYEE ACKNOWLEDGMENT AND AGREEMENT TO REIMBURSE

I have read and understand the above listed costs and potential costs for my hire and training and hereby agree to reimburse the Town for any and all such costs, along with the cost of any uniforms, vests, and equipment issued that is unable to be reused, in the event that I voluntarily separate from employment with the Town within twelve (12) months following completion of initial training.

SIGNED: _____ PRINTED NAME: _____

STATE OF FLORIDA:
COUNTY _____:

THE FOREGOING INSTRUMENT was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2023, who is personally known to me or who has produced _____ as identification

Signature of Notary Public
State of Florida

Print, Type, or Stamp Commissioned
Name of Notary Public

AGENDA ITEM REPORT



To:

Subject: Senate request for funding of a Community Service Aid Program (CSA)

Meeting: 02 08 2023 REGULAR COMMISSION MEETING - Feb 08 2023

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

Pembroke Park Police were not informed of the number of crashes and other traffic-related issues the Town has been experiencing. This request is for the creation of a two-person Community Service Aids. CSA's will respond to all traffic-related issues and non-emergent calls for service. Doing so, it will allow our officers time to be more proactive in other areas and be available for more in-progress calls for service.

FINANCIAL IMPACT:

\$214,000

RECOMMENDATION:

Staff recommends moving forward with this request for funding.

ATTACHMENTS:

[Senate LFIR-Form-2023-2024 CSA Program pembroke Park](#)

	Status:
Roy Brown, Finance & Budget Director	Approved - Jan 31 2023
Town Attorney, Town Attorney	Pending
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



The Florida Senate Local Funding Initiative Request Fiscal Year 2023-2024

1. **Project Title**
2. **Senate Sponsor**
3. **Date of Request**
4. **Project/Program Description**

5. **State Agency to receive requested funds**

State Agency contacted? Yes No

6. **Amount of the Nonrecurring Request for Fiscal Year 2023-2024**

Type of Funding	Amount
Operations	
Fixed Capital Outlay	
Total State Funds Requested	

7. **Total Project Cost for Fiscal Year 2023-2024 (including matching funds available for this project)**

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)		%
Matching Funds		
Federal		%
State (excluding the amount of this request)		%
Local		%
Other		%
Total Project Costs for Fiscal Year 2023-2024		%



The Florida Senate Local Funding Initiative Request Fiscal Year 2023-2024

8. **Has this project previously received state funding?** Yes No

If yes, provide the most recent instance:

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. **Is future-year funding likely to be requested?** Yes No

- a. If yes, indicate nonrecurring amount per year.
b. Describe the source of funding that can be used in lieu of state funding.

10. **Has the entity requesting this project received any federal assistance related to the COVID-19 pandemic?** Yes No

If yes, indicate the amount of funds received and what the funds were used for.

Complete questions 11 and 12 for Fixed Capital Outlay Projects

11. **Status of Project**

- a. What is the current phase of the project? Planning Design Construction
b. Is the project "shovel-ready" (i.e. permitted)? Yes No
c. What is the estimated start date of construction?
d. What is the estimated completion date of construction?

12. **List the owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.**



The Florida Senate Local Funding Initiative Request Fiscal Year 2023-2024

13. Details on how the requested state funds will be expended

Spending Category	Description	Amount
Administrative Costs:		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
Operational Costs: Other		
Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
Fixed Capital Construction/Major Renovation:		
Construction/Renovation/Land/Planning Engineering		
Total State Funds Requested (must equal total from question #6)		



The Florida Senate Local Funding Initiative Request Fiscal Year 2023-2024

14. Program Performance

- a. What specific purpose or goal will be achieved by the funds requested?
- b. What activities and services will be provided to meet the intended purpose of these funds?
- c. What direct services will be provided to citizens by the appropriation project?
- d. Who is the target population served by this project? How many individuals are expected to be served?
- e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?
- f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?



The Florida Senate Local Funding Initiative Request Fiscal Year 2023-2024

15. Requester Contact Information

- a. First Name Last Name
- b. Organization
- c. E-mail Address
- d. Phone Number Ext.

16. Recipient Contact Information

- a. Organization
- b. Municipality and County
- c. Organization Type
 - For-profit Entity
 - Non-Profit 501(c) (3)
 - Non-Profit 501(c) (4)
 - Local Entity
 - University or College
 - Other (please specify)
- d. First Name Last Name
- e. E-mail Address
- f. Phone Number

17. Lobbyist Contact Information

- a. Name
- b. Firm Name
- c. E-mail Address
- d. Phone Number Ext.



The Florida Senate Local Funding Initiative Request Fiscal Year 2023-2024

Please complete the questions below for Water Projects only.

18. Have you applied for alternative state funding?

Waste Water Revolving Loan
Drinking Water Revolving Loan
Small Community Wastewater Treatment Grant
Other (please specify)
N/A

19. What is the population economic status?

Financially Disadvantaged Community (ch. 62-552, F.A.C.)
Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)
Rural Area of Economic Concern
Rural Area of Opportunity (s. 288.0656, Florida Statutes)
N/A

20. What is the status of construction?

21. What percentage of the construction has been completed?

22. What is the estimated completion date of construction?

The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.

AGENDA ITEM REPORT



To:

Subject: Representative request

Meeting: 02 08 2023 REGULAR COMMISSION MEETING - Feb 08 2023

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

Pembroke Park Police utilize body worn cameras or BWC. Activation is mandatory for any interaction with the public. However, ensuring compliance with this directive requires hand tabulating between the 1200-1500 calls for service monthly and the BWC video stored in Evedence.com. By moving forward with this request we can automate this process. Ensuring transparency between the police and the public.

FINANCIAL IMPACT:

\$25,000

RECOMMENDATION:

Staff recommends approval to move this request forward for possible funding

ATTACHMENTS:

[Attestation Appropriations Project Request-2023-2024 Pembroke Park](#)
[APR Fillable Form FY 2023-24 pembroke park](#)

	Status:
Roy Brown, Finance & Budget Director	Approved - Jan 31 2023
Town Attorney, Town Attorney	Pending
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



Attestation

Appropriations Project Request

THE ATTESTATION SHOULD BE COMPLETED AND SIGNED BY THE PRINCIPAL OFFICER OF THE ORGANIZATION OR ENTITY FOR WHICH AN APPROPRIATIONS PROJECT REQUEST FORM WAS SUBMITTED. THE PRINCIPAL OFFICER IS THE INDIVIDUAL RESPONSIBLE FOR IMPLEMENTING THE DECISIONS OF THE GOVERNING BODY OF THE ORGANIZATION OR ENTITY OR FOR SUPERVISING THE MANAGEMENT, ADMINISTRATION, OR OPERATION OF THE ORGANIZATION OR ENTITY.

I am the _____ (title of principal officer) of _____ (organization or entity) for which an Appropriations Project Request Form was submitted. I have read such Form # _____ as published on the Florida House of Representatives website, and I verify that I am fully informed as to the information therein. I declare that all such information is true and accurate OR (check if correction attached) is true and accurate as corrected in the attached statement. I am authorized on behalf of the organization or entity listed above to and do consent to investigation of such information and any matter relevant thereto. I agree to provide all documents and other information requested by the House of Representatives as part of such investigation, including information that may be requested on the organization, ownership, and any beneficiary of the organization or entity on whose behalf project funding has been requested .

If any inaccuracies in the information contained in the Appropriations Project Request Form come to my attention, I agree to promptly contact the House Appropriations Committee.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print name: _____ Entity name: _____

Date: _____ Signed: _____

The completed and signed attestation, as well as any subsequent letters of correction, should be e-mailed to the House Sponsor.

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2023-24

For projects meeting the definition of House Rule 5.14

Only Members of the Florida House of Representatives can officially submit an Appropriations Project Request

Your request will not be officially submitted unless all questions and applicable sub parts are answered. The information provided in the request will be posted on the House website and available for public review if an Appropriations Project Request is published by a Representative.

1. **Title of Project:**

2. **Date of Submission:**

3. **House Member Sponsor:**

4. **Details of Amount Requested:**

- a. Has funding been provided in a previous State budget for this activity? Yes No
- b. What is the most recent fiscal year the project was funded?
- c. Were the funds provided in the most recent fiscal year subsequently vetoed? Yes No If vetoed, check if recurring and/or nonrecurring funds: **Recurring** **Nonrecurring**
- d. Complete the following Project Request Worksheet to develop your request.

FY:	Input Prior Year Appropriation for this project for FY 2022-23 <i>(If appropriated in FY 2022-23 enter the appropriated amount, even if vetoed.)</i>			Develop New Funds Request for FY 2023-24 <i>(Requests for additional RECURRING funds in Column E are prohibited.)</i>		
Column:	A	B	C	D	E	F
Funds Description	Prior Year Recurring Funds	Prior Year Nonrecurring Funds	Total Funds Appropriated	Recurring Base Budget	Additional Nonrecurring Request	TOTAL Recurring Base Budget + Additional Nonrecurring
Input Amounts						

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2023-24

e. Provide the total cost of the project for FY 2023-24 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	% of Total	Are the other sources of funds guaranteed in writing?	
1. Amount Requested from the State in this Appropriations Project Request		%		
2. Federal		%	Yes	No
3. State (Excluding the requested Total Amount in #4d, Col F)		%	Yes	No
4. Local		%	Yes	No
5. Other		%	Yes	No
TOTAL		%		

5. Is this a multi-year project requiring funding from the state for more than one year? Yes No

- a. How much state funding would be requested after 2023-24 over the next 5 years?
- b. How many additional years of state support do you expect to need for this project?
- c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity".

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2023-24

Page 5 of 13

6. Which is the most appropriate state agency to place an appropriation for the issue requested?

- a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? Yes No
- b. Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.

7. Requester:

- a. First Name: Last Name:
- b. Organization:
- c. Email:
- d. Phone #:

8. Contact for questions about specific technical or financial details about the project.

- a. First Name: Last Name:
- b. Organization:
- c. Email:
- d. Phone #:

9. If there is a registered lobbyist working to secure funding for this project, fill out the information below. If not, click None

- a. First Name: Last Name:
- b. Firm:
- c. Email:
- d. Phone #:

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2023-24

Page 6 of 13

10. Organization or Name of entity receiving funds:

- a. Name:
- b. County (County where funds are to be expended)
- c. Service Area (Counties being served by the service(s) provided with funding)

11. What type of organization is the entity that will receive the funds?

If other, please describe:

12. What is the specific purpose or goal that will be achieved by the funds being requested?

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2023-24

13. Provide specific details on how funds will be spent. (Select all that apply)

Spending Category	Description	Amount Requested (Total should equal 4d, Col. E) Enter '0' if request is zero for the category
Administrative Costs		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/ Travel/Supplies/Other		
Consultants/ Contracted Services/ Study		
Operational Costs		
Salaries and Benefits		
Expenses/Equipment/ Travel/Supplies/Other		
Consultants/ Contracted Services/ Study		
Fixed Capital Construction/Major Renovation		
Construction/Renovation/ Land/Planning Engineering		
Total Requested		

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2023-24

14. For Fixed Capital Costs requested in Question 13, what type of ownership will the facility be under when complete?

If other, please describe:

15. Is the project request an information technology project? Yes No **Water projects skip to #16**
- a. Will this information technology project be managed within a state agency to support state agency program goals? Yes No
 - b. What is the total cost (all years) to design and build the project?
 - c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?
 - d. Can the state agency fund the ongoing annual recurring costs within its current operating budget? Yes No
 - e. What are the specific business objectives or needs the IT project is intended to address?

f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state agency to consider the proposed IT project a success?

16. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing or other expressions of support? Yes No
Please describe:

17. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served? Yes No
Please describe:

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2023-24

Page 9 of 13

18. Will the requested funds be used directly for services to citizens? Yes No *Water projects skip to #19*

a. What are the activities and services that will be provided to meet the purpose of the funds?

b. Describe the direct services to be provided to the citizens by the funding requested.

c. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups"). Select all that apply to the target population:

- | | |
|------------------------------------|--|
| Elderly persons | Drug users (in health services) |
| Persons with poor mental health | Preschool students |
| Persons with poor physical health | Grade school students |
| Jobless persons | High school students |
| Economically disadvantaged persons | University/College students |
| At-risk youth | Currently or formerly incarcerated persons |
| Homeless | Drug offenders (in criminal Justice) |
| Developmentally disabled | Victims of crime |
| Physically disabled | General (The majority of funds will benefit no specific group) |
| Other, please describe: | |

d. How many in the target population are expected to be served?

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2023-24

19. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies):

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve physical health		
Improve mental health		
Enrich cultural experience		
Improve agricultural production/ promotion/education		
Improve quality of education		
Enhance/preserve/improve environmental or fish and wildlife quality		
Protect the general public from harm (environmental, criminal, etc.)		

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2023-24

Page 11 of 13

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve transportation conditions		
Increase or improve economic activity		
Increase tourism		
Create specific immediate job opportunities		
Enhance specific individual's economic self sufficiency		
Reduce recidivism		
Reduce substance abuse		

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2023-24

Page 12 of 13

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Divert from Criminal/ Juvenile Justice System		
Improve wastewater management		
Improve stormwater management		
Improve groundwater quality		
Improve drinking water quality		
Improve surface water quality		
Other (Please describe)		

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2023-24

The questions below are additional questions for water projects only

Page 13 of 13

20. Have you applied for alternative state funding?
- a. Wastewater Revolving Loan
 - b. Drinking Water Revolving Loan
 - c. Small Community Wastewater Treatment Grant
 - d. Other (Please describe)
 - e. N/A
21. What is the population economic status?
- a. Financially Disadvantaged Municipality
 - b. Rural Area of Critical Economic Concern
 - c. Rural Community Experiencing Economic Distress
 - d. N/A
22. What is the status of construction?
- a. Ready
 - b. Not Ready
23. What percentage of construction has been completed?
24. What is the estimated completion date of construction?

AGENDA ITEM REPORT



To:

Subject: Power DMS Renewal

Meeting: 02 08 2023 REGULAR COMMISSION MEETING - Feb 08 2023

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

Power DMS is a software suite that allows the Department to push out policy and training to employees and Town Leadership. When we purchased this software, it was discussed that it was an ongoing requirement.

FINANCIAL IMPACT:

\$5732.63 however I would like to request a three year renewal not to exceed \$8500.

RECOMMENDATION:

Staff Recommends renewing our current contract with Power DMS

ATTACHMENTS:

[Power DMS 2023](#)



INVOICE

101 S. Garland Ave, Ste 300
Orlando, FL 32801
P: 1.800.749.5104
F: 407.210.0113
Receivables@powerdms.com
EIN: 59-3668885

Invoice No.: INV-28279
Invoice Date: 11-10-2022
Due Date: 01-09-2023
Payment Terms: Net 60
Purchase Order No.
Customer No. A-242156

Billing Information

David Howard
Town of Pembroke Park Police Department (FL)
3150 SW 52nd Ave
Pembroke, FL 33023

Prepared for

Town of Pembroke Park Police Department (FL)
3150 SW 52nd Ave
Pembroke, FL 33023

Product	Description	Start Date	End Date	Quantity	Total Price
PDMSProfessional	PowerPolicy Professional Subscription	01-01-2023	12-31-2023	29	\$5,336.78
PDMSTrainingSolution	PowerTraining	01-01-2023	12-31-2023	29	\$395.85

SUBTOTAL	\$5,732.63
Sales Tax	\$0.00
TOTAL	\$5,732.63
Payments/Credits	\$0.00
Balance Due	\$5,732.63

Questions or concerns regarding this invoice? Please contact receivables@powerdms.com or call (800) 749-5104.

Need a W-9? Click here on the electronic version of this invoice: [PowerDMS W-9 PDF](#)

Please remit checks to:

PowerDMS, Inc.
101 S. Garland Ave, Ste 300
Orlando, FL 32801

Please remit electronic payments to:

PNC Bank
East Brunswick, NJ 08816

Routing #: 031207607
Account #: 8026392336



CAPITAL IMPROVEMENT PLAN

Fiscal Years 2023 - 2027

Town of Pembroke Park Capital Improvement Plan (2023 - 2027)											
	PROJECT NAME	PROJECT CATEGORY	BUDGET					FIVE-YEAR TOTAL	Grant Funded	Town Funded	Funding Needed
			FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27				
1	Interior Town Hall Improvements	Facilities Improvements	\$ -	\$ -	\$ 173,650	\$ -	\$ -	\$ 173,650	\$ 151,000	\$ 22,650	\$ -
2	Town Hall Generator	Facilities Improvements	\$ 460,000	\$ -	\$ -	\$ -	\$ -	\$ 460,000	\$ 400,000	\$ -	\$ 60,000
3	Equipment, Security, Other	Facilities Improvements	\$ 46,000	\$ -	\$ -	\$ -	\$ -	\$ 46,000	\$ -	\$ 46,000	\$ -
4	Replacement of Town Hall AC/HV and System Upgrades	Facilities Improvements	\$ 920,000	\$ -	\$ -	\$ -	\$ -	\$ 920,000	\$ -	\$ 920,000	\$ -
5	Town Hall Roof Replacement	Facilities Improvements	\$ 787,463	\$ -	\$ -	\$ -	\$ -	\$ 787,463	\$ -	\$ -	\$ 787,463
6	Parks Road Resurfacing	Road & Street Improvements	\$ -	\$ 172,500	\$ -	\$ -	\$ -	\$ 172,500	\$ 150,000	\$ -	\$ 22,500
7	County Line Road Sidewalk Improvements	Road & Street Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	52nd Avenue Complete Streets	Road & Street Improvements	\$ 1,380,000	\$ -	\$ -	\$ -	\$ -	\$ 1,380,000	\$ 1,157,000	\$ 43,000	\$ 180,000
9	Septic Tank Removal and Connection to Gravity Sewage System	Sewer Improvements	\$ 230,000	\$ -	\$ -	\$ -	\$ -	\$ 230,000	\$ -	\$ 230,000	\$ -
10	SW 30th Avenue Septic to Sewer Project	Sewer Improvements	\$ -	\$ 3,800,000	\$ -	\$ -	\$ -	\$ 3,800,000	\$ -	\$ 800,000	\$ 3,000,000
11	S.W. 30th Avenue Wastewater Project	Sewer Improvements	\$ 971,308	\$ -	\$ -	\$ -	\$ -	\$ 971,308	\$ -	\$ 971,308	\$ 0
12	Waste Lift Station 14 Improvements	Sewer Improvements	\$ -	\$ -	\$ 1,329,115	\$ -	\$ -	\$ 1,329,115	\$ -	\$ 1,329,115	\$ (0)
13	Waste Lift Station 17 Improvements	Sewer Improvements	\$ 2,041,886	\$ -	\$ -	\$ -	\$ -	\$ 2,041,886	\$ -	\$ 2,041,886	\$ (0)
14	Waste Lift Station 19 Improvements	Sewer Improvements	\$ -	\$ -	\$ -	\$ 1,459,255	\$ -	\$ 1,459,255	\$ -	\$ 1,459,255	\$ (0)
15	Inflow and Infiltration Location and Repair	Sewer Improvements	\$ 585,036	\$ -	\$ -	\$ -	\$ -	\$ 585,036	\$ -	\$ 585,036	\$ 0
16	Wastewater Master Plan	Sewer Improvements	\$ 287,500	\$ -	\$ -	\$ -	\$ -	\$ 287,500	\$ -	\$ 287,500	\$ -
17	Asbestos Sewer Main Replacement on SW 30th Street	Sewer Improvements	\$ 1,100,000	\$ 1,150,000	\$ -	\$ -	\$ -	\$ 2,250,000	\$ -	\$ 1,100,000	\$ 1,150,000
18	GeoSCADA Telemetry Monitoring System	Stormwater Improvements	\$ 600,361	\$ -	\$ -	\$ -	\$ -	\$ 600,361	\$ 522,053	\$ -	\$ 78,308
19	City-wide Vulnerability (Resilience) Assessment	Stormwater Improvements	\$ -	\$ 287,500	\$ -	\$ -	\$ -	\$ 287,500	\$ -	\$ 287,500	\$ -
20	Stormwater Master Plan	Stormwater Improvements	\$ 287,500	\$ -	\$ -	\$ -	\$ -	\$ 287,500	\$ -	\$ 287,500	\$ -
21	County Line Rd. Stormwater Connection	Stormwater Improvements	\$ -	\$ -	\$ 862,500	\$ -	\$ -	\$ 862,500	\$ -	\$ 862,500	\$ -
22	John P. Lyons Lane Stormwater Improvements	Stormwater Improvements	\$ -	\$ 1,453,600	\$ -	\$ -	\$ -	\$ 1,453,600	\$ 1,264,000	\$ 189,600	\$ -
23	SW 25th Street Stormwater Improvements Project	Stormwater Improvements	\$ 1,437,500	\$ -	\$ -	\$ -	\$ -	\$ 1,437,500	\$ -	\$ 1,437,500	\$ -
24	Preserve Lighting Project	Parks Improvements	\$ 138,000	\$ -	\$ -	\$ -	\$ -	\$ 138,000	\$ 120,000	\$ -	\$ 18,000
25	Concession and Restroom Facility at Preserve (West Side)	Parks Improvements	\$ -	\$ -	\$ 212,750	\$ -	\$ -	\$ 212,750	\$ 185,000	\$ -	\$ 27,750
26	Capital Improvements for Wellness Program	Parks Improvements	\$ 28,750	\$ -	\$ -	\$ -	\$ -	\$ 28,750	\$ 25,000	\$ -	\$ 3,750
27	Preserve Playground Relocation	Parks Improvements	\$ 40,250	\$ -	\$ -	\$ -	\$ -	\$ 40,250	\$ 35,000	\$ -	\$ 5,250
28	Machinery, Equipment, Vehicles, Trucks	Parks Improvements	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -
29	Parthenon at Preserve Park Amphitheater	Parks Improvements	\$ 345,000	\$ -	\$ -	\$ -	\$ -	\$ 345,000	\$ 300,000	\$ -	\$ 45,000
30	Splash Pad at Preserve Park	Parks Improvements	\$ -	\$ 517,500	\$ -	\$ -	\$ -	\$ 517,500	\$ 450,000	\$ -	\$ 67,500
31	Skate Park at the Preserve	Parks Improvements	\$ -	\$ 230,000	\$ -	\$ -	\$ -	\$ 230,000	\$ 200,000	\$ -	\$ 30,000
32	Social Hubs and Picnic Pavilions	Parks Improvements	\$ 86,250	\$ -	\$ -	\$ -	\$ -	\$ 86,250	\$ 75,000	\$ -	\$ 11,250
33	Landscaping at Preserve Park Improvements	Parks Improvements	\$ 172,500	\$ -	\$ -	\$ -	\$ -	\$ 172,500	\$ 150,000	\$ -	\$ 22,500
34	Planning & Pre-Construction Cost to Preserve Park Improvement Project	Parks Improvements	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
Totals			\$ 12,139,054	\$ 7,611,100	\$ 2,578,015	\$ 1,459,255	\$ -	\$ 23,737,423	\$ 5,184,053	\$ 13,044,100	\$ 5,559,270

**Town of Pembroke Park
Capital Improvement Plan (2023 - 2027)
By Category**

PROJECT CATEGORY	Funded (Yes/No)	BUDGET					FIVE-YEAR TOTAL	Grant Funded	Town Funded	Funded Needed
		FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27				
Facilities Improvements		\$ 2,213,463	\$ -	\$ 173,650	\$ -	\$ -	\$ 2,387,113	\$ 551,000	\$ 988,650	\$ 847,463
Road & Street Improvements		\$ 1,380,000	\$ 172,500	\$ -	\$ -	\$ -	\$ 1,552,500	\$ 1,307,000	\$ 43,000	\$ 202,500
Sewer Improvements		\$ 5,215,730	\$ 4,950,000	\$ 1,329,115	\$ 1,459,255	\$ -	\$ 12,954,100	\$ -	\$ 8,804,100	\$ 4,150,000
Stormwater Improvements		\$ 2,325,361	\$ 1,741,100	\$ 862,500	\$ -	\$ -	\$ 4,928,961	\$ 1,786,053	\$ 3,064,600	\$ 78,308
Parks Improvements		\$ 1,004,500	\$ 747,500	\$ 212,750	\$ -	\$ -	\$ 1,964,750	\$ 1,540,000	\$ 143,750	\$ 281,000
		\$ 12,139,054	\$ 7,611,100	\$ 2,578,015	\$ 1,459,255	\$ -	\$ 23,787,423	\$ 5,184,053	\$ 13,044,100	\$ 5,559,270

**Town of Pembroke Park
Capital Improvement Plan (2023 - 2027)
By Fund**

PROJECT Fund	Funded (Yes/No)	BUDGET					FIVE-YEAR TOTAL	Town Funded	Town Funded	Funded Needed
		FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27				
General Fund		\$ 4,597,963	\$ 920,000	\$ 386,400	\$ -	\$ -	\$ 5,904,363	\$ 3,398,000	\$ 1,175,400	\$ 1,330,963
Building Fund		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Fund		\$ 5,215,730	\$ 4,950,000	\$ 1,329,115	\$ 1,459,255	\$ -	\$ 12,954,100	\$ -	\$ 8,804,100	\$ 4,150,000
Stormwater Fund		\$ 2,325,361	\$ 1,741,100	\$ 862,500	\$ -	\$ -	\$ 4,928,961	\$ 1,786,053	\$ 3,064,600	\$ 78,308
		\$ 12,139,054	\$ 7,611,100	\$ 2,578,015	\$ 1,459,255	\$ -	\$ 23,787,423	\$ 5,184,053	\$ 13,044,100	\$ 5,559,270

CIP Request Form FY23 - FY27

Project Name:	Interior Town Hall Improvements		
Department:		Address:	
Account Number:		State:	
Project Category	Community Facilities	Totals	\$0
		Request Type:	New Request

Description:

Upgrading of the doors, garage doors and non-hurricane rated windows on the second floor and a new roof

Justification:

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Roof Repair				86,825			86,825
	Doors				43,413			43,413
	Windows				43,413			43,413
	Maintenance							-
								-
								-
Total		-	-	-	173,650	-	-	173,650

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
HMGP		87%	-		-	151,000	-	-	151,000
Gen Fund		13%				22,650			22,650
		0%							-
		0%							-
Total		100%	-	-	-	173,650	-	-	173,650

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Town Hall Generator		
Department:		Address:	
Account Number:		State:	
Project Category	Community Facilities	Totals	\$460,000
		Request Type:	New Request

Description:

General improvements to Town Hall will include a new, larger capacity, generator unit retrofit and installed in accordance with current Building Code requirements

Justification:

This generator unit is necessary to power the building in the event of a emergency or power outage.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Generator		460,000					460,000
	Maintenance							-
								-
								-
								-
								-
Total		-	460,000	-	-	-	-	460,000

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
HMGP		87%	-	400,000	-	-	-	-	400,000
Gen Fund		13%		60,000					60,000
		0%							-
		0%							-
Total		100%	-	460,000	-	-	-	-	460,000

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Equipment, Security, Other		
Department:	Public Services	Address:	Totals \$46,000
Account Number:		State:	Request Type: New Request
Project Category	Community Facilities		

Description:

General Improvements to Town Hall will include upgrades to the existing building security and camera system

Justification:

General improvements to Town Hall will include upgrades to the existing building security and camera system

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Equipment		23,000					23,000
	Security		11,500					11,500
	Miscellaneous Other		11,500					11,500
	Maintenance							-
								-
								-
Total		-	46,000	-	-	-	-	46,000

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
Gen Fund		100%	-	46,000	-	-	-	-	46,000
		0%							-
		0%							-
		0%							-
Total		100%	-	46,000	-	-	-	-	46,000

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Replacement of Town Hall AC/HV and System Upgrades			
Department:	Public Services	Address:		
Account Number:		State:	Totals	\$920,000
Project Category	Community Facilities		Request Type:	New Request

Description:

General Improvements to Town Hall will include upgrades to the existing building security and camera system

Justification:

The existing Town Hall AC/HV system is approaching disrepair with the scarcity of replacement parts due to the system's age. Repeated outage has become costly and uncomfortable to staff and the public who visit to conduct Town business.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	HVAC Replacement		920,000					920,000
	Maintenance							-
								-
								-
								-
								-
Total		-	920,000	-	-	-	-	920,000

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
Gen Fund		100%	-	920,000	-	-	-	-	920,000
		0%							-
		0%							-
		0%							-
Total		100%	-	920,000	-	-	-	-	920,000

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Town Hall Roof Replacement		
Department:	Public Services	Address:	Totals \$787,463
Account Number:		State:	Request Type: New Request
Project Category	Community Facilities		

Description:

Replacement to the roof at Town Hall

Justification:

The existing roof needs immediate replacement as there are leaks in multiple places and there are deteriorating shingles that have lost their granules.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Roofing		787,463					787,463
								-
								-
								-
								-
								-
Total		-	787,463	-	-	-	-	787,463

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
Gen Fund		100%	-	787,463	-	-	-	-	787,463
		0%							-
		0%							-
		0%							-
Total		100%	-	787,463	-	-	-	-	787,463

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Parks Road Resurfacing		
Department:	Roads & Streets	Address:	Totals \$0
Account Number:		State:	Request Type: New Request
Project Category	Roads & Streets Improvements		

Description:

Justification:

This roadway improvements project includes the milling and paving of Park Road, extending from Hallandale Beach Boulevard north to Pembroke Road, and new bike paths extending from Hallandale Beach Boulevard to S.W. 24th Street.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Road Resurfacing			172,500				172,500
	Maintenance							-
								-
								-
								-
								-
Total		-	-	172,500	-	-	-	172,500

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
MPO Surtax		87%	-		150,000	-	-	-	150,000
Gen Fund		13%			22,500				22,500
		0%							-
		0%							-
Total		100%	-	-	172,500	-	-	-	172,500

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	MPO Surtax							-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	County Line Road Sidewalk Improvements			
Department:	Roads & Streets	Address:		
Account Number:		State:	Totals	\$0
Project Category	Roads & Streets Improvements		Request Type:	New Request

Description:

This project constructs sidewalks along the targeted corridors

Justification:

This roadway improvements project includes the milling and paving of Pembroke Road, extending from Hallandale Beach Boulevard north to Pembroke Road, and new bike paths extending from Hallandale Beach Boulevard to S.W. 24th Street.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	SW 48th Ave to SW 52nd Ave							-
	SW 52nd Ave to SW 56th Ave							-
	Maintenance							-
								-
								-
								-
Total		-	-	-	-	-	-	-

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
MPO Surtax		0%	-	-	-	-	-	-	-
		0%							-
		0%							-
		0%							-
Total		0%	-	-	-	-	-	-	-

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	MPO Surtax							-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	52nd Avenue Complete Streets		
Department:	Roads & Streets	Address:	Totals \$1,380,000
Account Number:		State:	Request Type: New Request
Project Category	Roads & Streets Improvements		

Description:

Justification:

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Design		165,600					165,600
	Construction		1,214,400					1,214,400
	Maintenance							-
								-
								-
								-
Total		-	1,380,000	-	-	-	-	1,380,000

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
Gen Fund		3%	-	43,000	-	-	-	-	43,000
LBR		84%		1,157,000					1,157,000
		13%		180,000					180,000
		0%							-
Total		100%	-	1,380,000	-	-	-	-	1,380,000

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Septic Tank Removal and Connection to Gravity Sewage System				
Department:	Sewer	Address:		Totals	\$230,000
Account Number:		State		Request Type:	New Request
Project Category	Sewer and Wastewater				

Description:

This project is for the removal of the remaining septic tanks located with the Town and making the individual connections to the nearest available gravity sewer facilities.

Justification:

This wastewater improvement is a Broward County/EPA requirement, in the attempt to minimize/reduce groundwater contamination.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Septic Tank Removal		143,750					143,750
	Connection to Gravity		86,250					86,250
	Maintenance							-
								-
								-
								-
Total		-	230,000	-	-	-	-	230,000

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
Sewer Trust Fund		100%	-	230,000	-	-	-	-	230,000
		0%							-
		0%							-
		0%							-
Total		100%	-	230,000	-	-	-	-	230,000

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	SW 30th Avenue Septic to Sewer Project		
Department:	Sewer	Address:	Totals \$0
Account Number:		State	Request Type: New Request
Project Category	Sewer and Wastewater		

Description:

Funds requested are for pre-construction activities, planning, design, engineering during construction, project management & construction of wastewater infrastructure and drainage reconfiguration

Justification:

There are 18 commercial old, failing septic tanks & systems along SW 30th Avenue from Hallandale Beach Blvd. to Pembroke Road, where effluent currently leaches into the environment, with conversion to centralized sewer system. These septic tanks must be removed.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Septic to Sewer			3,800,000				3,800,000
								-
								-
								-
								-
								-
Total		-	-	3,800,000	-	-	-	3,800,000

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
Sewer Trust Fund		21%	-		800,000	-	-	-	800,000
		0%							-
		0%							-
		0%							-
Total		21%	-	-	800,000	-	-	-	800,000

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	S.W. 30th Avenue Wastewater Project			
Department:	Sewer	Address:		Totals \$971,308
Account Number:		State:		Request Type: New Request
Project Category	Sewer and Wastewater			

Description:

This project includes the construction of a gravity sewer collection system and pumping station for the section of S.W. 30th Avenue north of Hallandale Beach Boulevard.

Justification:

The proposed gravity sewer and lift station design will be in conformance with new Broward County/DEP construction standards.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Gravity Sewer Collection Construction		728,481					728,481
	Pumping Station		242,827					242,827
	Maintenance							-
								-
								-
								-
Total		-	971,308	-	-	-	-	971,308

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
Sewer Trust Fund		100%	-	971,308	-	-	-	-	971,308
		0%							-
		0%							-
		0%							-
Total		100%	-	971,308	-	-	-	-	971,308

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Waste Lift Station 14 Improvements		
Department:	Sewer	Address:	Totals \$0
Account Number:		State:	Request Type: New Request
Project Category	Sewer and Wastewater		

Description:

The design and construction plan for the replacement of this existing sanitary sewer pumping station and will be in conformance with new construction standards.

Justification:

Lift Station 14 serves Peninsula Assisted Living Facility, Dale Village Mobile Home Community, & Town Hall areas. Improvements are needed to assure good quality of life for Pembroke Parks residents.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Lift Station 14 Improvements				1,329,115			1,329,115
	Maintenance							-
								-
								-
								-
								-
Total		-	-	-	1,329,115	-	-	1,329,115

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
Sewer Trust Fund		100%	-	-	-	1,329,115	-	-	1,329,115
		0%							-
		0%							-
		0%							-
Total		100%	-	-	-	1,329,115	-	-	1,329,115

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Waste Lift Station 17 Improvements			
Department:	Sewer	Address:		
Account Number:		State:		
Project Category:	Sewer and Wastewater	Totals:	\$2,041,886	
		Request Type:	New Request	

Description:

Contractual design, engineering and construction services to replace Lift Station No. 17, which serves the local Watkins elementary school and nearby homes.

Justification:

This critical infrastructure has exceeded its life span and is no longer viable or reliable and must be replaced. Proper operation of critical infrastructure prevents pollutants from entering surface waters, which also protects public health, life and safety of visitors, citizenry, and the business community.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Lift Station 17 Improvements		2,041,886					2,041,886
	Maintenance							-
								-
								-
								-
								-
Total		-	2,041,886	-	-	-	-	2,041,886

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
Sewer Trust Fund		100%	-	2,041,886	-	-	-	-	2,041,886
		0%							-
		0%							-
		0%							-
Total		100%	-	2,041,886	-	-	-	-	2,041,886

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Waste Lift Station 19 Improvements		
Department:	Sewer	Address:	Totals \$0
Account Number:		State:	Request Type: New Request
Project Category	Sewer and Wastewater		

Description:

The design and construction is for the replacement of this existing sanitary sewer pumping stations, serves Coca Cola on Pembroke Road and will be in conformance with new construction standards.

Justification:

This critical infrastructure has exceeded its life span and is no longer viable or reliable and must be replaced. Proper operation of critical infrastructure prevents pollutants from entering surface waters, which also protects public health, life and safety of visitors, citizenry, and the business community.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Lift Station 17 Improvements					1,459,255		1,459,255
	Maintenance							-
								-
								-
								-
								-
Total		-	-	-	-	1,459,255	-	1,459,255

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
Sewer Trust Fund		100%	-		-	-	1,459,255	-	1,459,255
		0%							-
		0%							-
		0%							-
Total		100%	-	-	-	-	1,459,255	-	1,459,255

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Inflow and Infiltration Location and Repair			
Department:	Sewer	Address:		Totals
Account Number:		State		\$585,036
Project Category	Sewer and Wastewater		Request Type:	New Request

Description:

This project will scope and repair all of the identified Lift Stations: Number 3,7, 22 and including analysis and repair.

Justification:

The net gain will reduce the overall cost for wastewater treatment from 3 party contractor because this system will reduce the amount of water requiring treatment.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Lift Station 14 Improvements		585,036					585,036
	Maintenance							-
								-
								-
								-
								-
Total		-	585,036	-	-	-	-	585,036

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
Sewer Trust Fund		100%	-	585,036	-	-	-	-	585,036
		0%							-
		0%							-
		0%							-
Total		100%	-	585,036	-	-	-	-	585,036

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Wastewater Master Plan			
Department:	Sewer	Address:		
Account Number:		State:	Totals	\$287,500
Project Category	Sewer and Wastewater		Request Type:	New Request

Description:

The scope of the project is to create an updated Wastewater Master Plan (WWMP) to identify, document and evaluate the Towns existing waste water management system.

Justification:

The project will evaluate the existing force main network within the Town. The plan will identify existing Lift station and line conditions and capacities and analyze future needs. The WWMP will outline a systematic phased approach to achieve system reliability, system capacity, increased efficiency and identify the infrastructure required to achieve these goals.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Wastewater Master Plan		287,500					287,500
								-
								-
								-
								-
								-
Total		-	287,500	-	-	-	-	287,500

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
Sewer Trust Fund		100%	-	287,500	-	-	-	-	287,500
Pending DEP Grant		0%							-
		0%							-
		0%							-
Total		100%	-	287,500	-	-	-	-	287,500

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Asbestos Sewer Main Replacement on SW 30th Street		
Department:	Sewer	Address:	Totals \$1,100,000
Account Number:		State	Request Type: New Request
Project Category	Sewer and Wastewater		

Description:

This proposal replaces the 6" Asbestos Force Main on SW 30th Street with an 8" gravity main.

Justification:

The force main is at the end of its useful life and has experienced several breaks/leaks over the past year. This project replaces the old force main with a new 6" gravity main eliminating the need for several lift stations along that stretch.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Phase I		1,100,000					1,100,000
	Phase II			1,150,000				1,150,000
								-
								-
								-
								-
Total		-	1,100,000	1,150,000	-	-	-	2,250,000

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
Sewer Trust Fund		49%	-	1,100,000		-	-	-	1,100,000
		51%			1,150,000				1,150,000
		0%							-
		0%							-
Total		100%	-	1,100,000	1,150,000	-	-	-	2,250,000

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	GeoSCADA Telemetry Monitoring System				
Department:	Stormwater	Address:		Totals	\$600,361
Account Number:		State		Request Type:	New Request
Project Category	Stormwater				

Description:

The purchase and installation of the LSPro GeoSCADA telemetry monitoring system and equipment for stormwater and wastewater

Justification:

Critical infrastructure assets to address citywide resiliency and vulnerability assessment planning to protect public health, life and safety of citizenry, business community, properties from flooding, severe storms, sea level rise events.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	SCADA System		600,361					600,361
	IT costs		-					-
								-
								-
								-
								-
Total		-	600,361	-	-	-	-	600,361

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
2023 LBR		87%	-	522,053	-	-	-	-	522,053
Pending DEP Grant		0%							-
Stormwater Trust		13%		78,308					78,308
		0%							-
Total		100%	-	600,361	-	-	-	-	600,361

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	City-wide Vulnerability (Resilience) Assessment			
Department:	Stormwater	Address:		Totals \$0
Account Number:		State:		Request Type: New Request
Project Category	Stormwater			

Description:

The Assessment is required by the Florida Statute and provides a guide to effectively address the future impacts of flooding and sea level rise that Florida currently faces.

Justification:

The Assessment is required by the Florida Statute and provides a guide to effectively address the future impacts of flooding and sea level rise that Florida currently faces.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Assessment			287,500				287,500
								-
								-
								-
								-
								-
Total		-	-	287,500	-	-	-	287,500

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
Stormwater Trust		100%	-	-	287,500	-	-	-	287,500
		0%							-
		0%							-
		0%							-
Total		100%	-	-	287,500	-	-	-	287,500

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Stormwater Master Plan			
Department:	Stormwater	Address:		
Account Number:		State:	Totals	\$287,500
Project Category	Stormwater		Request Type:	New Request

Description:

The scope of the project is to create an updated Stormwater Master Plan (WWMP) to identify, document and evaluate the Towns existing stormwater and drainage system.

Justification:

The Stormwater Master Plan (SWMP) will identify areas in need of drainage improvements and propose system improvement alternatives with associated costs, assess existing infrastructure impacted during storm events and sea-level rise scenarios and will rank and phase multiple critical infrastructure areas that will require updates and improvements throughout the Town. The Plan provides a stormwater management planning tool that will allow for the rehabilitation of the existing drainage system over 20 years and provide the Town with a prescient approach and a framework through which sustainable redevelopment practices can be deployed as the Town progresses through its natural growth and redevelopment cycle.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Stormwater Master Plan		287,500					287,500
								-
								-
								-
								-
								-
Total		-	287,500	-	-	-	-	287,500

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
Stormwater Trust		100%	-	287,500	-	-	-	-	287,500
Pending DEP Grant		0%							-
		0%							-
		0%							-
Total		100%	-	287,500	-	-	-	-	287,500

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	County Line Rd. Stormwater Connection			
Department:	Stormwater	Address:		Totals \$0
Account Number:		State:		Request Type: New Request
Project Category	Stormwater			

Description:

Stormwater improvements include the construction of stormwater piping between S.W. 52nd Avenue and S.W. 56th Avenue

Justification:

Stormwater piping construction will convey stormwater west to discharge into the Broward County Neighborhood Improvement Stormwater Conveyance System located on S.W. 56th Avenue.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Construction				862,500			862,500
								-
								-
								-
								-
								-
Total		-	-	-	862,500	-	-	862,500

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
Stormwater Trust		100%	-	-	-	862,500	-	-	862,500
		0%							-
		0%							-
		0%							-
Total		100%	-	-	-	862,500	-	-	862,500

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	John P. Lyons Lane Stormwater Improvements		
Department:	Public Works	Address: 3150 SW 52nd Ave	Totals \$0
Account Number:		State FL	Request Type: New Request
Project Category	Stormwater		

Description:	
Stormwater improvements include drainage structures, an exfiltration water quality system, and regrading and paving of the street.	

Justification:	
Stormwater improvements include drainage structures, an exfiltration water quality system, a stormwater pumping station and force main, and regrading and paving of the street.	

Project Estimates:								
Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Phase I - Construction			648,600				648,600
	Phase II - Drainage Improvements			805,000				805,000
	Maintenance							-
								-
								-
								-
Total		-	-	1,453,600	-	-	-	1,453,600

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
HMGP		87%	-		1,264,000				1,264,000
Stormwater Trust		13%			189,600				189,600
		0%							-
		0%							-
Total		100%	-	-	1,453,600	-	-	-	1,453,600

Impact on Operating Budget:								
Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only	
☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	SW 25th Street Stormwater Improvements Project				
Department:		Address:		Totals	\$1,437,500
Account Number:		State		Request Type:	New Request
Project Category	Stormwater				

Description:

Stormwater improvements include drainage structures, stormwater piping, an exfiltration water quality system, and a larger outfall located on Behan Lake.

Justification:

These improvements are a rehabilitation and upsizing of an existing drainage system.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Phase I		201,250					201,250
	Phase II - Improvements		1,236,250					1,236,250
								-
								-
								-
								-
Total		-	1,437,500	-	-	-	-	1,437,500

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
Stormwater Trust		25%	-	362,500	-	-	-	-	362,500
MPO Surtax		75%		1,075,000					1,075,000
		0%							-
		0%							-
Total		100%	-	1,437,500	-	-	-	-	1,437,500

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Preserve Lighting Project		
Department:	Parks & Recreation	Address:	Totals \$138,000
Account Number:		State:	Request Type: New Request
Project Category	Parks & Recreation		

Description:

This item is for engineering design services for the construction of lighting improvement and upgrades at the Preserve.

Justification:

New LED lighting fixtures needed throughout the Preserve, which will provide an additional measure of illumination and safety for residents.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Engineering		86,250					86,250
	Design Services		51,750					51,750
								-
								-
								-
								-
Total		-	138,000	-	-	-	-	138,000

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
LWCF		43%	-	60,000	-	-	-	-	60,000
CDBG		43%		60,000					60,000
Gen Fund		13%		18,000					18,000
		0%							-
Total		100%	-	138,000	-	-	-	-	138,000

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Concession and Restroom Facility at Preserve (West Side)		
Department:	Parks & Recreation	Address:	Totals \$0
Account Number:		State:	Request Type: New Request
Project Category	Parks & Recreation		

Description:

This project includes the design and construction of a new restroom facility located on the west side of the Preserve.

Justification:

This feature will add to the convenience and enjoyment of the Preserve by the Town residents' that utilize the Park.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Construction				172,500			172,500
	Design Services				40,250			40,250
	Janitorial Services							-
								-
								-
								-
Total		-	-	-	212,750	-	-	212,750

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
LWCF		87%	-	-	-	185,000	-	-	185,000
Gen Fund		13%				27,750			27,750
		0%							-
		0%							-
Total		100%	-	-	-	212,750	-	-	212,750

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Capital Improvements for Wellness Program				
Department:	Parks & Recreation	Address:		Totals	\$28,750
Account Number:		State		Request Type:	New Request
Project Category	Parks & Recreation				

Description:

This project includes upgrades to the exercise equipment at each Trail Station as a part of the Wellness Program.

Justification:

This attribute will add to the enjoyment of the Preserve by the Town residents' that utilize the Park.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Wellness Improvements		28,750					28,750
	Maintenance							-
								-
								-
								-
								-
Total		-	28,750	-	-	-	-	28,750

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
LWCF		87%	-	25,000	-	-	-	-	25,000
Gen Fund		13%		3,750					3,750
		0%							-
		0%							-
Total		100%	-	28,750	-	-	-	-	28,750

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Preserve Playground Relocation		
Department:	Parks & Recreation	Address:	Totals \$40,250
Account Number:		State:	Request Type: New Request
Project Category	Parks & Recreation		

Description:

This project relocates the existing play area, used by older children, into close proximity to the existing Tot Lot where parents may closely supervise various aged children.

Justification:

This attribute will add to the enjoyment of the Preserve by the Town residents' that utilize the Park.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Wellness Improvements		40,250					40,250
	Maintenance							-
								-
								-
								-
								-
Total		-	40,250	-	-	-	-	40,250

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
LWCF		87%	-	35,000	-	-	-	-	35,000
Gen Fund		13%		5,250					5,250
		0%							-
		0%							-
Total		100%	-	40,250	-	-	-	-	40,250

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Machinery, Equipment, Vehicles, Trucks		
Department:	Parks & Recreation	Address:	Totals \$143,750
Account Number:		State:	Request Type: New Request
Project Category	Parks & Recreation		

Description:

Justification:

General maintenance and replacements costs for vehicles, mowers, trimmers used in the day-to-day operations.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	New Vehicles and Equipment		143,750					143,750
	Maintenance							-
								-
								-
								-
								-
Total		-	143,750	-	-	-	-	143,750

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
Gen Fund		100%	-	143,750	-	-	-	-	143,750
		0%							-
		0%							-
		0%							-
Total		100%	-	143,750	-	-	-	-	143,750

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Parthenon at Preserve Park Amphitheater			
Department:	Parks & Recreation	Address:		Totals
Account Number:		State		\$345,000
Project Category	Parks & Recreation			Request Type: New Request

Description:

Justification:

The addition of a semicircular, open-air, covered structure with stage, extends the Preserve's "recreation only" park into a fully cultural & recreational epicenter within walking distance of all residential & commercial areas of Town. The structure's multiple usages include, concerts, theater, movie screenings and other performances and gatherings.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Amphitheater		345,000					345,000
								-
								-
								-
								-
								-
Total		-	345,000	-	-	-	-	345,000

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
LWCF		87%	-	300,000	-	-	-	-	300,000
Gen Fund		13%		45,000					45,000
		0%							-
		0%							-
Total		100%	-	345,000	-	-	-	-	345,000

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Splash Pad at Preserve Park		
Department:	Parks & Recreation	Address:	Totals \$0
Account Number:		State:	Request Type: New Request
Project Category	Parks & Recreation		

Description:

A Splash Pad is an automated colorful area where water is dispersed through varied hoses and buckets with very little standing water, offering a safe environment in which children can play without the risk of drowning.

Justification:

Many design options and theming opportunities offer universal accessibility for all types of physical abilities. These options can help the Town tie into existing design elements, or create a new sense of place. Cost varies based on size, design, water accessories, etc.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Splash Pad			517,500				517,500
								-
								-
								-
								-
								-
Total		-	-	517,500	-	-	-	517,500

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
LWCF		87%	-	-	450,000				450,000
Grants		13%			67,500				67,500
Gen Fund		0%							-
		0%							-
Total		100%	-	-	517,500	-	-	-	517,500

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Skate Park at the Preserve		
Department:	Parks & Recreation	Address:	Totals \$0
Account Number:		State:	Request Type: New Request
Project Category	Parks & Recreation		

Description:

Most projects are rarely more than \$85.00 per square foot sometimes as low as \$35.00 per square foot. The average cost is approximately \$55.00 per square foot. A 3000 square foot Skate Park will be \$150,000 and will support ample skaters simultaneously.

Justification:

One of the main facilities coming to the Preserve is a Skate Park, a purpose-built recreational environment made for skateboarding, BMX, scootering, wheelchairs and inline skating.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Skate Park			230,000				230,000
	Maintenance							-
								-
								-
								-
								-
Total		-	-	230,000	-	-	-	230,000

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
LWCF		87%	-	-	200,000				200,000
Grants		13%			30,000				30,000
Gen Fund		0%							-
		0%							-
Total		100%	-	-	230,000	-	-	-	230,000

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Social Hubs and Picnic Pavilions				
Department:	Parks & Recreation	Address:		Totals	\$86,250
Account Number:		State		Request Type:	New Request
Project Category	Parks & Recreation				

Description:

Existing pavilions will be upgraded for uniformity and 4 new pavilions will be placed throughout the park.

Justification:

Additional covered pavilions are included in the design plan to encourage more outdoor activity & usage while providing protection from the elements.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Pavilions (4)		57,500					57,500
	Pavilion Upgrades		28,750					28,750
								-
								-
								-
								-
Total		-	86,250	-	-	-	-	86,250

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
LWCF		87%	-	75,000					75,000
Grants		0%							-
Gen Fund		13%		11,250					11,250
		0%							-
Total		100%	-	86,250	-	-	-	-	86,250

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Landscaping at Preserve Park Improvements			
Department:	Parks & Recreation	Address:		
Account Number:		State:	Request Type:	New Request
Project Category	Parks & Recreation			

Description:

Justification:

In keeping with the historical traditions of the Town known for its nurseries in its past, upgrades and assorted specimens added to Park foliage will commemorate the Town's traditions while providing shade & fostering an aesthetically serene environment.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Landscaping		172,500					172,500
								-
								-
								-
								-
								-
Total		-	172,500	-	-	-	-	172,500

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
LWCF		87%	-	150,000					150,000
Gen Fund		13%		22,500					22,500
		0%							-
		0%							-
Total		100%	-	172,500	-	-	-	-	172,500

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

CIP Request Form FY23 - FY27

Project Name:	Planning & Pre-Construction Cost to Preserve Park Improvement Project				
Department:	Parks & Recreation	Address:		Totals	\$50,000
Account Number:		State		Request Type:	New Request
Project Category	Parks & Recreation				

Description:

Planning and pre-construction cost

Justification:

This cost will cover planning activity as environmental assessments, mapping, conceptual site renderings, etc required for Federal and State environmental permitting and grant application requirements.

Project Estimates:

Object Code	Description	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
	Pre-planning and Construction		50,000					50,000
								-
								-
								-
								-
								-
Total		-	50,000	-	-	-	-	50,000

Funding Source	Fund #	% Funding	Prior Years	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
Gen Fund		100%	-	50,000					50,000
		0%							-
		0%							-
		0%							-
Total		100%	-	50,000	-	-	-	-	50,000

Impact on Operating Budget:

Object Code	Description	Available \$	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Estimate
								-
								-
								-
								-
								-
Total		-	-	-	-	-	-	-

Budget Office Use Only

☐	Funded
☐	Not Funded
☐	Partially Funded
☐	Pending

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 2023, by and between:

Town of Pembroke Park, a municipal corporation of the State of Florida with a business address of **3150 S.W. 52nd Avenue, Pembroke Park, FL 33023** (hereinafter referred to as the "TOWN")

and

Scalar Consulting Group, Inc., authorized to do business in the State of Florida, with a business address of **5713 Corporate Way, Suite 200, West Palm Beach, FL 33407** (hereinafter referred to as the "CONSULTANT"). TOWN and CONSULTANT may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONSULTANT 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 The TOWN seeks to engage CONSULTANT, as a professional service provider, as defined in Section 2-121 of the Town's Code of Ordinances; however, the services provided by the CONSULTANT, as more particularly described in Exhibit "A," shall not include any professional services as defined by Section 287.055, F.S.

1.2 Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1 CONSULTANT hereby agrees to perform environmental assessment services, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof. In the event of any conflicts between this Agreement and Exhibit "A" this Agreement shall prevail.

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2.2 CONSULTANT 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.

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

2.4 CONSULTANT 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 CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the TOWN.

2.5 CONSULTANT 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 of this Agreement and shall terminate upon completion of the work set forth in Exhibit "A," to the satisfaction of the TOWN.

Commented [JGH1]: Do we want to define a specific term? 3 months? 6 months?

3.2 This Agreement may be terminated by either party for cause, or by the TOWN for convenience, upon seven (7) days' written notice by the TOWN to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT 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 CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to TOWN immediately.

3.3 SCRUTINIZED COMPANIES. CONSULTANT certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONSULTANT 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 CONSULTANT, its affiliates, or its subConsultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subConsultants 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

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4.1 CONSULTANT shall be entitled to invoice TOWN on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by TOWN. The total compensation shall not exceed \$25,991.66.

4.2 TOWN will make its best efforts to pay CONSULTANT 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 CONSULTANT at:

Scalar Consulting Group, Inc.
5713 Corporate Way, Suite 200
West Palm Beach, FL 33407

ARTICLE 5

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 TOWN or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT pursuant to this Agreement.

6.2 CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including,

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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. CONSULTANT 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 CONSULTANT 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 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The TOWN's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the TOWN hereby releases CONSULTANT 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 CONSULTANT 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 CONSULTANT. 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.

ARTICLE 7 **INSURANCE**

7.1 The CONSULTANT shall indemnify and hold harmless the TOWN and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the TOWN or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners principals or subConsultants. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the TOWN, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the TOWN or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the TOWN nor shall the CONSULTANT allow any subConsultant to commence work on his

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subcontract until all similar such insurance required of the subConsultant has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the TOWN's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the TOWN with notice of cancellation or the CONSULTANT shall obtain written agreement from its Agent to provide the TOWN with notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the TOWN. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to TOWN for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The Town of Pembroke Park must be shown as an additional insured with respect to this coverage.

7.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the

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CONSULTANT shall require the subConsultants similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and his subConsultants shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide TOWN proof of such exemption along with a written request for TOWN to exempt CONSULTANT, written on CONSULTANT letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

7.7 REQUIRED ENDORSEMENTS

7.7.1 The Town of Pembroke Park shall be named as an Additional Insured on each of the General Liability policies required herein

7.7.1 Waiver of all Rights of Subrogation against the TOWN

7.7.3 30 Day Notice of Cancellation or Non-Renewal to the TOWN

7.7.4 CONSULTANTS' policies shall be Primary & Non-Contributory

7.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the TOWN

7.7.6 The Town of Pembroke Park shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 CONSULTANT shall name the TOWN, as an additional insured on each of the General Liability policies required herein and shall hold the TOWN its agents, officers and employees

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harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.9 Any insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subConsultant in the same limits and with all requirements as provided herein, including naming the TOWN as an additional insured, in any work that is subcontracted unless such subConsultant is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to TOWN. The CONSULTANT and any subConsultants shall maintain such policies during the term of this Agreement.

7.10 The TOWN reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8 **INDEPENDENT CONSULTANT**

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent Consultant 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 CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with TOWN, State, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's Funds provided for herein. The CONSULTANT 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 CONSULTANT and the TOWN and the TOWN will not be liable for any obligation incurred by CONSULTANT, 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**

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10.1 The Town of Pembroke Park is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT 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, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the TOWN; and

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

10.2 The failure of CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**TOWN CLERK
3150 S.W. 52nd AVENUE
PEMBROKE PARK, FL 33023
(954) 966-4600
townclerk@tppfl.gov**

**ARTICLE 11
MISCELLANEOUS**

11.1 **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 CONSULTANT's

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work product for its intended purposes.

11.2 **Records.** CONSULTANT shall keep such records and accounts and require any and all subConsultants 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 CONSULTANT 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.

11.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of TOWN. For purposes of this Agreement, any change of ownership of CONSULTANT 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.

11.4 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT 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 CONSULTANT 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.

11.5 **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, CONSULTANT and TOWN designate the following as the respective places for giving of notice:

TOWN: Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600

Copy To: Jacob G. Horowitz, Interim Town Attorney

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Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Consultant

Scalar Consulting Group, Inc.
5713 Corporate Way, Suite 200
West Palm Beach, FL 33407

Commented [JGH2]: Contact person?

11.6 **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.

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

11.8 **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.

11.9 **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.

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

11.11 **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.

11.12 **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.

11.13 **Scrutinized Companies** CONSULTANT, its principals or owners, certify that they

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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:

11.13.1 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

11.13.2 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:

11.13.2.1 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

11.13.2.2 Is engaged in business operations in Syria.

11.14 **E-Verify** CONSUTLANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

11.14.1 Definitions for this Section:

11.14.1.1 “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 Flagler or consultant.

11.14.1.2 “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.

11.14.1.3 “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.

11.14.2 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:

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

11.14.2.2 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

11.14.2.3 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.

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, FLORIDA

ATTEST:

MARLEN MARTEL, TOWN CLERK

By: _____
MAYOR GEOFFREY JACOBS

APPROVED AS TO FORM:

OFFICE OF THE TOWN ATTORNEY

CONSULTANT:

SCALAR CONSULTING GROUP, INC.

By: _____

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STATE OF _____)
COUNTY OF _____)

Name: _____
Title: _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **Scalar Consulting Group, Inc.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **Scalar Consulting Group, Inc.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, **2023**.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

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EXHIBIT “A”
(SCOPE OF SERVICES)

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5713 Corporate Way, Suite 200
West Palm Beach, Florida 33407
(561) 429-5065

February 1, 2023

J.C. Jimenez
Town Manager
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

ENVIRONMENTAL SERVICES SCOPE OF WORK

Town of Pembroke Park – Pembroke Park Preserve Environmental Assessment Broward County, Florida

Dear Mr. Jimenez:

Scalar Consulting Group, Inc. is pleased to submit this scope of services and fee estimate to provide environmental support for the Town of Pembroke Park – Pembroke Park Preserve Environmental Assessment. We propose to assist with the following tasks:

SCOPE OF SERVICES

Scalar Consulting Group's environmental scientists will provide the following "Required NEPA Documentation Environmental Reviews and/or Assessments" for the project limits associated with the Pembroke Park Preserve Land & Water Conservation Fund (LWCF) Program Grant Application. The park is located at 3115 SW 52nd Ave, Pembroke Park, FL 33023.

The Required NEPA Documentation Environmental Reviews and/or Assessments will include the following:

- a. A Biological Assessment and Report to document what, if any, affect(s) the proposed project will have and what mitigation steps will be taken by the Town of Pembroke Park including conservation measures for minimizing impacts to migratory birds included and other endangered species. The project is within the South Florida Urban Bat Area defined by the October 22, 2019 US Fish and Wildlife Service (USFWS) Florida Bonneted Bat Consultation Guidelines. Visual surveys for evidence of the Florida bonneted bat and other bat species will be conducted within the project limits, focusing on any trees proposed for removal or relocation. A Florida bonneted bat Technical Assistance meeting/conference call will be

scheduled with the USFWS to review all known locations of proposed work that could affect potential bat habitat, discuss survey results, and request the USFWS's effect determination. Please note that this scope of work only includes a visual survey effort. While not anticipated, in the event that additional species-specific surveys (e.g. acoustic surveys) are requested by the USFWS based on the results of the visual survey included in this scope of work, a supplemental agreement will be submitted to the Town of Pembroke Park for additional survey efforts.

- b. Documentation to satisfy Sections b. "Section 7 of the Endangered Species Act (ESA)", and c. "Floodplain Management and Wetland Protection, Executive Orders 11988 and 11990" of Chapter 4-LWCF Environmental Review.
- c. Documentation to satisfy Section 3.0.C of the LWCF Application and Revision Form.

FEE ESTIMATE

The fee estimate for services listed above is **\$25,991.66**. This fee will not be exceeded without prior written authorization from the client. The project will be billed monthly based on percentage completion of the fee.

Raymond P. Oglesby Preserve Park Improvement Project

THE GRANT

- The Land & Water Conservation Fund Program provides Grants to local governments to develop land for public outdoor recreation use.
- The LWCF Grant opens in November 2023 & is available by the U.S. Department of the Interior, National Park Service and administered by the Florida DEP.
- The maximum grant amount from the Program is \$1.5 M with a 50% match requirement from the local government (EXAMPLE: If total project cost is \$1M; the Program will award \$500,000 to the local government & the local government would contribute \$500,000)
- Value of donated land owned by the local government can be used as the match with pre-approval from the DEP. Pembroke Park could be pre-approved.
- The grant will cover:

Recreation areas & facilities	Lighting
Picnic areas	Parking
Trails	Restrooms
Ball fields	Concession buildings
Tennis & basketball courts	Landscaping
Playgrounds	
- There is a 3-year completion time that begins with the signing of the award agreement.
- Pre-Development cost would include: cost for project plans prepared & certified by an engineer or architect registered in the state of Florida, environmental assessments for wildlife preservation (6 months), site pre-construction cost, etc.

*** Pre-Development cost for this Project is estimated at \$50,000.

*** Environmental Assessments must commence by March 2023

THE PROJECT PLAN

- i. Preserve Lighting Project:** This item is for engineering design services for the construction of lighting improvement and upgrades at the Preserve. **New LED lighting fixtures** will be installed throughout the Preserve, which will provide an additional measure of illumination and safety. **The estimated cost for these lighting upgrades and engineering is \$120,000. (LWCF) + (CDBG)**
- ii. Concession & Restroom Facility at Preserve (West Side):** This project includes the design and construction of a **new restroom facility located on the west side of the Preserve**. This feature will add to the convenience and enjoyment of the Preserve by the Town residents' that utilize the Park. **The estimated cost for this facility is \$185,000. (LWCF)**
- iii. Capital Improvements for Wellness Program:** This project includes **upgrades to the exercise equipment at each Trail Station as a part of the Wellness Program with upgraded Trail resurfacing**. This attribute will add to the enjoyment of the Preserve by the Town residents' that utilize the Park. **The estimated cost for this equipment is \$25,000. (LWCF)**
- iv. Relocation of Preserve Kid Lot:** This project is to **relocate the Kids Lot in close proximity to the existing Tot Lot**, which will add to the enjoyment of the Preserve by the Town residents and children that utilize the Park. **The estimated cost for this is \$35,000. (LWCF)**
- v. Machinery, Equipment, Vehicles, Trucks:** **General maintenance and replacements costs for vehicles, mowers, trimmers used in the day-to-day maintenance operations**. **Estimated budgeted costs are \$125,000. (Town Budget)**
- vi. The Parthenon at Preserve Park (Amphitheater):** A semicircular, open-air, **covered structure with stage**, extends the Preserve's "recreation only" park into a fully cultural & recreational epicenter within walking distance of all residential & commercial areas of Town. **The structure's multiple usages include, concerts, theater, movie screenings and other performances and gatherings**. **Estimated costs for facility build out is \$1.1M. (LWCF)**
- vii. Splash Pad at Preserve Park:** **A Splash Pad** is an automated colorful area where water is dispersed through varied hoses and buckets with very little standing water, offering a safe environment in which children can play without the risk of drowning. Many design options and theming opportunities offer universal accessibility for all types

of physical abilities. These options can help the Town tie into existing design elements, or create a new sense of place. Cost varies based on size, design, water accessories, etc. **The Towns estimated investment will not exceed \$75,000. (LWCF) + (future FRDAP grants for expansion or upgrades).**

viii. Skate Park at the Preserve: One of the main facilities coming to the Preserve is a **Skate Park, a purpose-built recreational environment made for skateboarding, BMX, scootering, wheelchairs and inline skating.** Most projects are rarely more than \$85.00 per square foot sometimes as low as \$35.00 per square foot. The average cost is approximately \$55.00 per square foot. A 3000 square foot Skate Park will be \$150,000 and will support ample skaters simultaneously. **The Town's estimated investment will not exceed \$150,000. (LWCF) + (future FRDAP grants for upgrades).**

ix. Social Hubs/Picnic Pavilions (4): Additional **covered pavilions are included in the design plan to encourage more outdoor activity & usage while providing protection from the elements.** Existing pavilions will be upgraded for uniformity and new pavilions will be placed throughout the park. **Estimated cost of 4 pavilions and upgrades to existing structures will not exceed \$50,000. (LWCF) + (future FRDAP grants)**

x. Landscaping: In keeping with the historical traditions of the Town known for its nurseries in its past, **landscape upgrades** and assorted specimens **added to Park foliage will commemorate the Town's traditions while providing shade** & fostering an aesthetically serene environment. **Estimated costs is 150,000. (LWCF)**

xi. Gradient Surfacing: **Installation of environmental gradient** in specified areas to allow parking without committing to permanent asphalt and designates areas for festival vehicles like food trucks.

xii. Expanded Usage: Currently the Preserve is utilized for holiday gatherings and food distributions. Project upgrades will designate the Preserve as the "Epi-center" of our community, fostering a recreational, cultural and wellness environment.

*** Mention Web reviews: Events invitations vs. daily usage stressed in reviews.